

Projects Committee Meeting
Thursday, February 27, 2020 8:00 AM
Lower Platte North NRD Office
P.O. Box 126
Wahoo, NE 68066

1. UNFINISHED BUSINESS

No unfinished business to address.

2. SWCP

A. SWCP Application Approvals

Below are LPNNRD Summer 2020 SWCP applications:

20-C-1: Louis Lutjelusche - Sec 18-18N-2E Colfax County - Grazing System (pumping plant, well, pipeline, tank) \$12,123.00	Planned
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20-S-1: Elaine Kaspar - Sec 25-16N-5E Saunders County - TOT/WASCOB -	\$8,037.00
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B. SWCP Payments

C. SWCP Cancellations

D. Wahoo Creek Cost Share Approvals

3. WATERSHEDS

A. Shell Creek

1. Shell Creek Environmental Enhancement Plan Implementation

a. Shell Creek Grant Funding Update

No new information.

2. U.P. Railroad Bridge Replacement and Channel Improvements Update

We have recently learned that Colfax County will be moving forward with designs and bidding a portion of the channel improvement and benching project that will be in conjunction with the U.P. Railroad Bridge replacement near county road 15. While the county will be leading the bidding process, it will be important the LPNNRD representatives be involved with the bid approval since we are the primarily funding partners of that portion of the project.

B. Wahoo Creek Watershed

1. Wahoo Creek Dam Site Planning Update & FYRA Invoices

As reported last month, FYRA submitted the draft Wahoo Creek Watershed Plan to NRCS. NRCS will review and give comments over the next few weeks with final approval anticipated by July 2020. The compiled document includes the main body and all Appendices, which can be reviewed at the following link: https://fyraengineering-my.sharepoint.com/:f:/p/jkaufman/EjvH82G1R_9AvSFrzYuOmFwB-HdZUEg3tG55cbx0PYANXQ?e=CM1acb

There is no FYRA invoice this month.

We are still working with Weston on establishing a Dam Breach Overlay District for the four structures above the Village. Things went well at Weston's February 19th Planning and Zoning meeting, as a recommendation was passed to establish the overlay zoning district. Final approval of the overlay district is anticipated at Weston's Public Hearing at 7:00 pm on Monday, March 2nd. The Hearing will be held at the Weston Fire Station.

NRCS is still deliberating the archeological findings at Dam Site 83 with others. Attached is their letter and other correspondence from the Otoe-Missouria Tribe of Indians and the Nebraska State Historic Preservation Office.

In discussions with NRCS, we need to prepare for the possibility of receiving additional federal funds later this year to build a portion of the lower eight Wahoo Creek structures (Sites 55, 66, 77, 82, 83, 84, 85 & 86). As discussed at the Director's Retreat on February 19 (presentation attached), we need to establish a priority ranking of these eight sites. FYRA's and Olsson's suggested first five sites of the lower eight are: 1. Site 77; 2. Site 84; 3. Site 55; 4. Site 85; and Site 66. The other sites are 82, 83 and 86. (FYRA's structural data and various structure cost estimates are attached). Committee discussed the proposed dams and ranking and passed the recommendation as stated.

Several landowners, Rick, Eric, Randy Beranek, Ron Morrissey, Bob Bartek and

Harlod Klob were present to ask questions about the proposed dams including the possibility of having them constructed as "dry dams". It was mentioned that this can be considered when the design process is underway, but the option of having a dry dam would be a Board decision based on what the landowner involved requests and if there are factual benefits in considering this option. It was explained that there are negligible flood reduction benefits having a "dry" dam vs a "wet" dam and that there could be additional costs involved with a dry dam.

There was also discussion about possibly considering other dam sites than what the Board has approved for development of our watershed plan. At this stage of the process, if the District decides to not support the submitted watershed plan with the eleven sites selected two years, it could jeopardize the project. Mountford has contacted NRCS representatives who will be present at the April 2nd Projects Committee meeting to answer questions about the Wahoo Creek Watershed plan and future outlook for moving forward.

NOTE: Following the committee meeting, Allen Gehring, NRCS, contacted us to inform us that a bulletin will be coming out asking project sponsors if they wish to apply for more federal funds by April 3. Allen Gehring, NRCS, and Mike Placke, Olsson, will be at the March 9th Board meeting to offer input to the Board's discussion and answer questions.

The Board is asked to discuss this topic and discuss potential action on potentially applying for NRCS (WFP) construction funds for one or more of the remaining eight Wahoo Creek Dams (sites 77, 84, 55, 85, 66, 82, 86, 83). This application would be due by April 3, 2020 to be considered for funding this year.

2. Olsson Design Update and Invoice

Attached is the latest Olsson invoice totaling \$7,702.71. After this payment, \$199,846.56 (34%) will have been paid on the \$583,825 for design work on Wahoo Creek Dam sites 26a, 26b and 27. The remainder of our contract with Olsson (\$1,46,153) for designing the remaining eight dam sites (55, 66, 77, 82, 83, 84, 85, 86) is mostly unspent because the work will not begin until NRCS gives the go-ahead. This will occur when NRCS is comfortable that the watershed plan will be approved which is anticipated to occur by July, 2020.

3. Wahoo Creek Watershed Water Quality Plan Phase II

On February 25, representatives from NDEE, NRCS, UNL Extension and LPNNRD held a public meeting at St. Johns School Gym in Weston. There was approximately 90 in attendance. The public meeting was to promote certain water quality land treatment practices in sub-basins in the Wahoo Creek Watershed. Over the past seven years, we have been targeting special federal EQIP funding (Water Quality Initiative) from NRCS and grant funding from NDEE and NET for landowner water quality practices and programs. Initially, reducing sediment

loads, nitrogen and phosphorus were primary focuses along with E-coli. NRCS and NDEE now wish to promote practices to reduce E-coli and atrazine in the priority Wahoo Creek sub-watersheds North Fork Wahoo Creek, Dunlop Creek and Miller Branch. A report on the meeting was given and more information will be given at the Board Meeting.

4. Lands For Conservation applications

Below are the applications for our 2020 Wahoo Creek Watershed Lands for Conservation program. The payment rate for this year is \$198/acre as determined by USDA's average dryland rental rate.

George Cejka: 8 acres = \$1584.00

Robert Pokorny: 42 acres = \$8316.00

Roger Fujan: 10 acres = \$1980.00

Patrick Bartek: 26 acres = \$5148.00

Gary Prochaska: 41 acres = \$8118.00

Marvin Ptacek: 23 acres = \$4554.00

Gregg Fujan: 10 acres = \$1980.00

Total acres = 160

Total dollars allocated = \$31,680.00

5. Chvatal Dam

During a pre-stakeout review of Mike Chvatal's dam it was noted by NRCS personnel that the outlet of the dam's principal spillway was not stable, i.e., the design location and existing grade would exacerbate the 15' deep headcut immediately downstream that could/would creep back to embankment toe threatening the integrity of the structure.

The existing design was altered to meet specs, this included adding ~40' of pipe and excavating an outlet channel down to a stable grade. The additional excavation and pipe have led to an increase in the bid from his contractor (attached).

Current bid/estimate = \$66,989.75

Previous bid/estimate = \$43,758.75

Due to existing Cottonwood Creek grant funds we've been able to approve a generous cost-share rate (currently \$32,819.06 approved) which is an exception to the rule of our existing SWCP policy. There is still an excess of these grant funds that we need to allocate.

4. JOINT WATER MANAGEMENT ADVISORY BOARD

On February 14, Mountford accompanied Brain Newton, Fremont City Administrator and Tom Smith, Dodge County Emergency Manager, at NEMA, Lincoln. The propose was to discuss potential future FEMA funding for the proposed Dodge County flood resiliency study.

We were informed that the emergency repair of the sand spoil breach near the Fremont

Rod & Gun Club on the Platte River had been completed. Another meeting at Fremont was held with partners to discuss this work and other issues was held on February 26. An update of that meeting will be given.

A. Fremont/Dodge County/Fremont Rod and Gun Club Repair

Directors Thompson, Olson, Pollard and Saeger and Gottschalk met with the group to discuss additional plans for repair of breach area on the property owned by Fremont Rod and Gun Club. The initial construction was completed last Saturday (2-22-20) at a total cost of \$ 188,618. This amount was below the estimated cost of \$ 200,000. At Wednesday's meeting discussion was in regards to the remaining work needed to close off the breach area. JEO has been in touch with the USACE and it appears, due to the emergency situation which still exists in the area the emergency work will be approved and allowed to be considered sufficient for a substantial portion of the final repairs.

The estimated total to complete the project is approximately \$100,000. By utilizing the savings of \$11,382 from the first phase, the additional amount needed would be \$88,618 total. With percentages remaining the same as before this would mean an additional \$11,077.25 would be LPNNRD's share.

Discussion and motion is requested.

5. HAZARD MITIGATION PLAN UPDATE

LPNNRD completed the second round of multi-jurisdictional meetings for updating our Hazard Mitigation Plan on February 11 and 13. We had excellent participation during the first round of meetings and had good turnout again at the second round. Elliott and Mountford are working with JEO on information needed for our portion of the plan update.

Attached is a \$22,334.80 JEO invoice for completed HMP contract work. Of this amount, FEMA/NEMA will reimburse us 75% of the total and Fremont and Schuyler will reimburse us for their 25% share of their flood risk assessments.

6. EROSION AND SEDIMENT RULES AND REGULATIONS

On February 4th Elliott received a letter from Larry Novak, representing Deerwood Family LLC, requesting a determination on a potential sediment/erosion complaint. The area in question is located in Section 14-15N-3E of Butler County. Mr. Novak has a pond on this property and is concerned that management practices on neighboring properties are having negatively exacerbating effects on his pond's water quality.

Specifically, the concern is with the neighbor directly south of the Deerwood Family Property; Mr. Novak observed what he feels was excessive land treatment activities last year (2019) that destroyed ground cover and allowed for an abundance of silt to enter his pond. The neighbor to the south, Tom Samek, had received SWCP assistance through LPNNRD to construct storage terraces on the property. This construction upgraded the existing non-storage terraces and non-functioning waterway.

I explained to Mr. Novak that the newly installed practices, as well as, existing practices within his watershed are going to add to the life and water quality to his pond.

7. OTHER

A. Village of Linwood Assistance Request

The Village of Linwood has requested LPNNRD assistance on a \$16,750 drainage study (attachments). Village representative(s) and JEO may be present to discuss their request.

B. Dodge County HMPG Property Buyout from 2019 Floods - Tom Smith

The Dodge County Board of Supervisors has decided to initiate a HMPG property buyout and reconstruction project for residents impacted by the 2019 Floods. A Request for Proposals has been sent to prospective contractors and a notice published in the paper to assist with the project. Properties in both the LPNNRD and LENRD jurisdictions have been identified. LPNNRD has been asked to if we are interested in partnering with the County on the project. Tom Smith, Dodge County Emergency Manager will be present to discuss the program.

C. LPNNRD/NRCS Local Work Group Meeting

The annual LPNNRD/NRCS local work group meeting will be held from 1 - 4 p.m. on Wednesday, March 4th, at the Lake Wanahoo Education Building. The purpose of this meeting is to receive local input on available federal program conservation practices and give input on priority practices and areas.

8. ADJOURNMENT

The Projects Committee adjourned at 10:25 a.m.

TABLE 2
Estimated Cost Distribution
Structural Measures
Wahoo Creek Watershed, NE
(Dollars) 1/

Works of Improvement	Structure No.	Installation Cost- Public Law 83-566						Installation Cost - Other funds						Total	
		Construction	Engineering 2/	Real Property Rights	Project Adm'n.	Total Public Law 83-566	Construction 3/	Engineering 2/4/	Real Property Rights 5/	Project Adm'n.	Total other	Installation Costs			
11 Floodwater Retarding Structures	26a	407,000	23,900	--	12,400	443,300	322,500	176,000	188,700	12,400	699,600	1,142,900			
	26b	477,100	29,800	--	13,600	520,500	378,100	206,300	379,500	13,600	977,500	1,498,000			
	27	465,900	28,800	--	13,500	508,200	369,200	201,500	451,500	13,500	1,035,700	1,543,900			
	55	840,600	249,700	--	29,400	1,119,700	42,000	11,300	397,500	29,400	480,200	1,599,900			
	66	869,500	252,600	--	30,400	1,152,500	43,500	11,300	577,500	30,400	662,700	1,815,200			
	77	2,553,000	371,000	--	71,900	2,995,900	102,700	11,300	2,021,300	71,900	2,207,200	5,203,100			
	82	1,089,400	274,600	--	38,100	1,402,100	54,500	11,300	306,000	38,100	409,900	1,812,000			
	83	1,045,500	270,300	--	36,600	1,352,400	52,300	11,300	865,500	36,600	965,700	2,318,100			
	84	1,001,500	265,900	--	35,100	1,302,500	50,100	11,300	731,300	35,100	827,800	2,130,300			
	85	837,500	249,500	--	29,300	1,116,300	41,900	11,300	228,800	29,300	311,300	1,427,600			
	86	625,900	228,300	--	21,900	876,100	31,300	11,300	236,300	21,900	300,800	1,176,900			
Total		10,212,900	2,244,400	0	332,200	12,789,500	1,488,100	674,200	6,383,900	332,200	8,878,400	21,667,900			

1/ Price base: 2018 Prepared: 09/2019

2/ Includes construction observation 83,500

3/ Includes mitigation 8,869,900 246,1900 299,700 11,373,500 418,300 583,800 1,019,700 39,500 5,364,200 392,700 2,712,800 4,184,800

4/ Includes permit acquisition 39,500 6,165,600 17,483,100

5/ Includes cost of legal fees and land appraisals



Invoice

February 25, 2020
 Project No: R170337.00
 Invoice No: 115236
 Invoice Amount: 22,334.80

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

Project Manager Rebecca Appleford
 Project R170337.00 Lower Platte North NRD Hazard Mitigation Plan 2020 Update
Professional Services through February 21, 2020

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Project Management	\$9,750.00	85 %	\$8,306.25	\$7,800.00	\$506.25
Public and Stakeholder Engagement	\$30,005.00	96 %	\$28,688.30	\$19,803.30	\$8,885.00
Data Collection	\$7,500.00	100 %	\$7,500.00	\$7,500.00	0.00
Develop Mitigation Plan	\$41,495.00	72 %	\$30,075.25	\$29,046.50	\$1,028.75
Submission and Adoption of the HMP	\$4,250.00	0 %	0.00	0.00	0.00
Parcel-Level Flood Risk Assessment - Fremont	\$62,500.00	71 %	\$44,680.50	\$35,744.40	\$8,936.10
Parcel-Level Flood Risk Assessment - Schuyler	\$62,500.00	62 %	\$38,723.10	\$35,744.40	\$2,978.70
Project Screening and Additional Project Tasks	\$32,000.00	31 %	\$10,000.00	\$10,000.00	0.00
Total	\$250,000.00		\$167,973.40	\$145,638.60	\$22,334.80
			Total Amount Due Upon Receipt		\$22,334.80

Email invoice to: Tom Mountford; tmountford@lpnrd.org & Jill Breunig; jbreunig@lpnrd.org



MONTHLY PROGRESS REPORT

Lower Platte North NRD Hazard Mitigation Plan Update

JEO PROJECT NO. 170337.00
Project Contact: Becky Appleford, 402.392.9915

Through the Period of February 21, 2020

1. Overall Project and Budget Status:

- Project Completion: 75% Budget: 80%

2. Work completed during current period (thru February 21, 2020)

a. Hazard Mitigation Plan Update

- Finalized 2nd draft of community profiles for review at Round 2 meetings
- Developed worksheets, plan integration, and new mitigation alternatives for Round 2 Meetings
- Prepared and facilitated meeting presentations for Round 2 Public Meetings held on February 11th (David City) and 13th (Wahoo)
- Scheduled one-on-one meetings with communities unable to attend public meetings
- Updated project website
- Continued to update community profile documents
- Continued to update community critical facility maps

b. Fremont Parcel Level Assessment

- Completed draft potential mitigation action identification and prioritization
- Continued development of draft report and other deliverables
- Continued coordination with the City of Fremont regarding relationship of data collected to potential mitigation actions through the planned HMGP grant application

c. Schuyler Parcel Level Assessment

- Continued development of draft potential mitigation action identification and prioritization
- Continued development of draft report and other deliverables

3. Planned accomplishment for next period (Feb. 22 – March 20, 2020):

b. Hazard Mitigation Plan Update

- Schedule and facilitate final one-on-one meetings to ensure all interested jurisdictions are included
- Complete final draft of 75% of community profiles
- Complete final draft of Sections 4-6
- Complete quality control of community profiles and Sections 1-6
- Draft critical facility maps based on updated jurisdictional information
- Update project website
- Provide information to the NRD and other stakeholders as requested

c. Fremont Parcel Level Assessment

- Complete development of draft parcel assessment report and other deliverables and coordinate results with the City of Fremont
- Continue coordination with the City of Fremont regarding relationship of data collected to potential mitigation actions through the planned HMGP grant application

d. Schuyler Parcel Level Assessment

- Complete identification of draft potential mitigation actions and preliminary prioritization
- Complete development of draft parcel assessment report and other deliverables and coordinate results with the City of Schuyler

4. Action items:

- Facilitate one-on-one meetings
- Update community profiles
- Develop maps
- Draft Sections 4-6
- Complete development of draft potential parcel level mitigation actions
- Complete draft parcel assessment deliverables
- Complete QAQC of documents
- Provide correspondence as needed

5. Project schedule:

- On schedule

6. Information from NRD or Planning Team:

- All jurisdictional worksheets are due to JEO by March 13

7. Next Meeting Dates and Times:

- Fremont 1-on-1 meeting
 - March 11 at 9:30am
- Schuyler 1-on-1 meeting:
 - March 11 at 1:30pm



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

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the Village of Linwood (“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:

Linwood Stormwater Drainage Study (“Project”).

JEO Project Number: 191995.00

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 Project is to be billed at a lump sum:

Linwood Stormwater Drainage Study

Up to \$16,750.00

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

4.1 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.2 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: Village of Linwood

Engineer: JEO Consulting Group, Inc.

By: _____

By: Kevin Kruse, PE

Title: Board Chairperson

Title: Operations Manager

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

2700 Fletcher Ave.

Lincoln, Nebraska 68504



**Exhibit A
SCOPE OF SERVICES**

**Linwood Stormwater Drainage Evaluation
Village of Linwood, NE
JEO Project No. 191995.00**

December 2019

PROJECT DESCRIPTION:

The Village of Linwood, NE does not have any significant stormwater infrastructure, and has in recent years experienced significant nuisance flooding in several areas of town following significant rainfall/snowmelt events. Based on conversation with Village staff, the main drainage through Linwood originates in the hills to the south of Linwood, where it flows northerly along two large ditches Maple Street on the west side town and then turns northeast at First Street. During significant rainfall events, stormwater flows do not appear to be conveyed in the ditches north and west of town causing water to back-up within the town causing nuisance flooding.

The purpose of this project is to evaluate the conveyance of this main system, identify any significant deficiencies and provide recommendations to improve drainage within the Village of Linwood. This scope is intended to only evaluate the conveyance along Maple St, 1st Street, and County Road 46 until it flows north to the river. A full evaluation of all stormwater infrastructure within Linwood is not anticipated as part of this project.

PROJECT TASKS:

Task 1 - Project Management and Meetings

Task 1.1 – Project Management

Regular communication will be maintained to inform team members and Village staff of budget, schedule, milestones and receive feedback from Village. This includes general project administration and monthly progress reports, in addition to routine coordination with the Village. JEO will also touch base with the NRD to determine potential funding sources for implementation of project recommendations.

Task 1.2 – Meetings

JEO will meet with the Village (staff and/or elected officials) to discuss the scope of the project and review the objective of the evaluation. The kick-off meeting will be attended by two JEO staff members. It is anticipated that a site visit will be accomplished on the same day with this meeting. Following the completion of the evaluation JEO will attend one Village Board meeting to review the final evaluation and recommendations. The meeting will be attended by one JEO staff member.

Task Meetings:

- Kick-off Meeting and Site Visit (attended by Project Manager)
- Village Board Meeting (attended by Project Manager)

Task Deliverables:

- Project schedule
- Monthly project invoices and progress reports
- Preparation materials for meetings

Task 2 – Data Collection and Field Survey

Task 2.1 – Review Existing Data

Gather and review all readily available information such as LiDAR data, floodplain maps and study data, and other pertinent historical records and data.

Task 2.2 – Topographic Survey

A limited topographic survey will be conducted to obtain critical locations within the corporate limits of the Village. Critical infrastructure may include culvert and storm sewer locations, limited cross sections and flowlines of existing roadway ditches. The Village will coordinate with the property owners as needed to allow survey crews access to private property if necessary. This survey information shall not constitute a complete topographic or boundary survey. Additional survey may be necessary if future design is required.

Task 2.3 – Field Visit

One field visit by the engineer will also be conducted to review the existing site conditions. It is anticipated that this site visit will be performed at the same trip as the kick-off meeting and no additional fees are included.

Task 3 – Hydrologic and Hydraulic Analysis

Task 3.1 – Hydrology

Hydrology for each basin will be completed and will consider scenarios for the 2-year, 5-year, and 100-year storm events. A hydrologic model will be developed utilizing a computer modeling software such as HEC-HMS and will follow acceptable engineering methods.

Task 3.2 – Hydraulics

Most of the flow within Linwood, NE is overland with minimal stormwater infrastructure. Based on the results of the Hydrology, evaluation of individual culverts and ditches may be evaluated through the use of Culvert Master, HEC-RAS or other appropriate models. The extent of the extent of hydraulic modeling will be limited to the areas within Linwood, NE included in the project description. This model will allow JEO to establish existing hydraulic conditions and evaluate the benefits of improvement alternatives. The hydraulic analysis will identify specific infrastructure (pipes, channel reaches etc.) that are deficient and determine the extent and scale of the flooding implications.

Task 3.3 – Improvement Project Recommendation

Following the detailed evaluation, including the identification of deficiencies, conceptual improvements will be developed. These conceptual improvements will be documented including an opinion of cost, regulatory (permitting) implications, impacts on other utilities, and other considerations.

Once the list of conceptual improvements is complete, JEO will assist the Village in prioritizing projects for implementation. (Included in a meeting scoped in Task 1.2) Prioritization is intended to consider need for project/level of deficiency being addressed, project costs, implications on other infrastructure regulatory implications or other political implications.

Task Deliverables:

- Hydrologic and hydraulic analysis to be used as basis of final deliverable development
- Improvement project recommendations
- Engineer’s conceptual opinion of cost

Task 4 – Drainage Report

The evaluation will be summarized in a detailed drainage report that will include the following components. The final delivery of the evaluation will include a digital copy (pdf file) as well as 5 hard copies.

- Project Background
- Study/Evaluation Procedure
- Recommendations for Improvements
- Potential Outside Funding Sources
- Appendices

Task Meetings:

- Defined in Task 1

Task Deliverables:

- Final Report in hard copy and digital formats.

PROPOSED PROJECT SCHEDULE:

The anticipated time frame for the drainage study is six months assuming an official notice to proceed March 1, 2020. The following schedule is proposed:

Notice to Proceed:	March 2020
Data Collection/Site Visit:	March 2020
Analysis:	April 2020
Reporting:	May 2020
Report Delivery/Board Presentation:	May 2020

PROJECT FEE AND PAYMENT SCHEDULE:

This scope of services will be performed for a lump sum fee of \$16,010.00. A breakdown of the fees is included below:

Task 1 - Project Management and Meetings	\$ 1,000.00
Task 2 - Data Collection and Field Survey	\$ 2,000.00
Task 3 - Hydrology and Hydraulic Analysis	\$ 9,250.00
Task 4 - Final Deliverables	\$ 4,500.00

Total Project \$ 16,750.00

JEO will invoice monthly for services to date, due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1% per month), credited first to interest and then to principal.

SCOPE OF SERVICES AND FEE FOR ADDITIONAL SERVICES:

A scope of services and fee estimate for additional services outside of this agreement and future phases will be provided at such time as the scope of services can be further refined.

SERVICES NOT INCLUDED:

If necessary, a fee for these services can be negotiated.

1. Additional site visits, meetings, and public information efforts not previously noted.
2. Complete topographic survey of the site.
3. Survey of other utilities (sanitary, water etc.)
4. Geotechnical investigations and evaluation.
5. Final design of improvements
6. Grant applications or assistance

SERVICES PROVIDED BY VILLAGE:

1. Designate a team member as the project representative.
2. Provide available data, feedback,
4. Ensure permission (if necessary) from landowners for field investigation activities.

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 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

JEO CONSULTING GROUP INC ▪ JEO ARCHITECTURE INC

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

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

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

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

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

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

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

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

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

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

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

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

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

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



Natural Resources Conservation Service
Nebraska State Office
Federal Building, Room 152
100 Centennial Mall North
Lincoln, NE 68508-3866
(402) 437-5300

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

CERTIFIED MAIL: RETURN RECEIPT REQUESTED

February 6, 2020

Eric Gottschalk
General Manager
Lower Platte North Natural Resources District
P.O. Box 126
Wahoo, NE 68066



Subject: NHPA Section 106 Consultation Summary and Notification of Adverse Effect Determination–Wahoo Creek Watershed Plan/EA, Saunders County, Nebraska

Mr. Gottschalk:

In compliance with Section 106 of the National Historic Preservation Act, as amended, and its implementing regulation 36 CFR Part 800, NRCS is consulting with you regarding the subject undertaking. As an applicant for federal funding through the Watershed Protection and Flood Prevention Program for the Wahoo Creek Watershed Plan, the Lower Platte North Natural Resources District (LPNNRD) is considered a consulting party under Section 106 of the National Historic Preservation Act (NHPA) (54 USC 306108), as amended, and its regulations (36 CFR 800.2(c)(4)). This letter is to summarize the results of NHPA Section 106 consultation to date and notify the LPNNRD of an adverse effect determination for this undertaking.

During her review of the cultural resource inventory report completed by Buried Past Consulting, Inc., the NRCS archeologist identified a potential adverse effect to a prehistoric earthlodge depression (25SD89) located within the flood pool of Site 83. On May 23, 2019 NRCS Cultural Resource Specialist Elisha Mackling and NRCS Archeologist Melissa Baier met with Nebraska State Historic Preservation Office (SHPO) Archeologist John Risetto to discuss the potential effects of Site 83 on 25SD89. Janel Kaufman of FYRA Engineering and Tom Mountford of the LPNNRD attended the meeting via teleconference. During the meeting, several measures were identified that would minimize or avoid potential adverse effects to 25SD89. These mitigation measures include adding restrictions to the conservation easement on the land where the archeological site is located to prevent the landowner from physically disturbing the site, including restrictions on agricultural activities, vehicle access, and excavation of soils.

The easement would also permit future archeological investigations by History Nebraska in the event that erosion is ever observed at the site as a result of inundation by floodwaters. Additional measures to avoid or minimize adverse effects require including provisions for monitoring and maintaining the native vegetation cover at 25SD89 in the Operations and Maintenance Plan for Site 83. The monitoring inspections would be conducted by the LPNNRD at least once every year, including immediately follow auxiliary spillway flow events, to determine whether erosion from the flood pool was negatively affecting site 25SD89. The LPNNRD would also need to submit a monitoring inspection report with photos to NRCS and History Nebraska documenting conditions at the site.

On October 24, 2019, NRCS submitted NHPA Section 106 consultation letters to the Nebraska State Historic Preservation Office, the Otoe-Missouria Tribe of Oklahoma, the Omaha Tribe of



Nebraska, and the U.S. Army Corps of Engineers (USACE) regarding the results of the cultural resource inventory of Sites 55, 66, 77, 82, 83, 84, 85, and 86. The cultural resource inventory identified four resources that were considered eligible for inclusion in the National Register of Historic Places within the areas of potential effect (APE) for Sites 66, 83, and 84. These historic properties include the previously mentioned earthlodge depression (25SD89) and three historic farmsteads (25SD124, 25SD216, and 25SD219). Potential effects to the resources consist primarily of inundation. Most of the resources are located away from the dams and spillways and can be avoided during construction. NRCS recommended that the construction and operation of the flood retention structures would have no adverse effects on sites 25SD89, 25SD124, 25SD216, and 25SD219 provided that the sites were avoided during construction and the conservation easement restrictions and O&M requirements described above for 25SD89 were implemented.

Copies of all correspondence received during the consultation period are attached. The SHPO concurred with the NRCS recommendation of No Adverse Effect, but two other consulting parties expressed concern about Site 83. During the NHPA Section 106 consultation process, the Pawnee Nation of Oklahoma Tribal Historic Preservation Office (THPO) contacted the NRCS archeologist to discuss the status of the project. He had received an invitation to the initial scoping meeting for Sites 26a, 26b, and 27 and requested more information. The NRCS archeologist provided the THPO with copies of the cultural resource inventory report and a copy of the consultation letter that had been sent to the other consulting parties. After reviewing the documents, the THPO requested tribal monitoring of site 25SD89 during construction.

In their initial consultation response, the Otoe-Missouria THPO requested additional information regarding the project. After the additional information had been sent, the NRCS archeologist called the THPO to discuss the project further. During that call the THPO identified concerns regarding the uncertainty of location of two prehistoric sites identified on the cultural resource site location maps – sites 25SD5 and 25SD11. Both sites had been identified as potentially being within the APE for Structure 83, but the exact location of the sites was undetermined. The 2018 archeological inventory of the APE did not relocate these resources, and the investigators assumed that the sites had either been assigned new site numbers or were not located within the APE. Given that there was no definitive information regarding the location of 25SD5 or 25SD11, the THPO requested tribal monitoring during construction of Site 83 in case human remains and/or cultural items falling under the Native American Graves Protection and Repatriation Act (NAGPRA) are encountered.

After her discussion with the Otoe-Missouria THPO, the NRCS archeologist reexamined the documentation regarding 25SD5 and 25SD11. Site 25SD5 was recorded in 1936 by Nebraska State Historic Society archeologist Waldo Wedel. Wedel observed grit-tempered pottery sherds and chipped stone debris for approximately 500 yards along a spring-fed creek. He also recorded two earthlodge depressions 65 yards apart, each measuring 35-40 feet in diameter. No site sketches or location maps were included with the 1936 site form, so the site location was known only to the quarter section. Site 25SD11 was a site number assigned to a group of artifacts collected by Wedel from the same general location as 25SD5. The materials were collected the same day that 25SD5 was recorded. No other information about 25SD11 exists. Given the similarity in location and date of recording, site 25SD11 is likely a duplicate number assigned to artifacts collected from 25SD5.

The NRCS archeologist continued her review of site 25SD5's location by examining LiDAR data and historic aerial photographs of the APE of Structure 83. The LiDAR hillshade elevation model shows a circular depression approximately 12 meters (39 feet) in diameter and 30 cm (11.8 inches) deep within the quarter section where 25SD5 was reported. A 1937 aerial photo of the project area shows a dark circle in the same location as the depression and a second dark circle 65 meters southwest of the first circle. The general topography of the area where the depression and dark circles were observed also matches the physical description provided on the 1936 site form.

The NRCS archeologist visited the suspected location of 25SD5 on December 17, 2019 and spoke with one of the landowners of the site. No artifacts were observed during the site visit, but one of the depressions described by Wedel was relocated. The landowner confirmed finding artifacts within his field in the past, including a stone axe and a projectile point. He also described excavating an auger hole in the extant depression and finding pottery and burned clay.

Part of the field where 25SD5 is located has been cultivated, but the extant depression is located within a wooded area that has never been plowed. It is likely that intact buried cultural deposits are present at this site. Although additional archeological investigations are needed to confirm the physical integrity of the site, NRCS recommends 25SD5 potentially eligible for inclusion in the National Register of Historic Places under Criterion D (potential to yield information important in history or prehistory). The depression appears to be the remains of an earthlodge. Earthlodge sites are increasingly rare, and surviving examples have the potential to provide significant information regarding life on the plains prior to European settlement.

Construction of Structure 83 may have an adverse effect on site 25SD5. The full extent of the site is unknown, and it is possible that ground disturbance from dam and spillway construction may destroy unrecorded earthlodge house floors, storage pits, or other features located within the site boundaries. The extant depression is within the permanent pool of Structure and is located within 400 feet of the dam. Although inundation would not physically alter the depression, the depression and associated features may be damaged by borrow pits for the dam. Dredging of the permanent pool is also a potential future impact when the dam reaches the end of its lifespan (50 years).

In accordance with 36 CFR 800.6(b) NRCS is consulting with you to seek ways to avoid, minimize, or mitigate the adverse effects of Structure 83 on 25SD5. NRCS invites you to participate in the development of a Memorandum of Agreement (MOA or agreement) to outline the methods of resolution. The LPNNRD and NRCS would be signatories to the MOA and both agencies will be responsible for fulfilling the stipulations of the agreement prior to construction of Site 83. The SHPO will also be a signatory to the agreement and oversee the fulfilment of the agreement. The other consulting parties have also been invited to participate in the development of the MOA, and the Advisory Council on Historic Preservation (ACHP) will be notified of the adverse effect.

During the MOA development process, NRCS, LPNNRD, SHPO, and the other consulting parties will discuss options for mitigating the adverse effects. When satisfactory mitigation measures are identified, the measures will be outlined as stipulations in an agreement document that will be signed. A copy of the agreement will be filed with the ACHP. The MOA must be signed by all signatories before a Finding of No Significant Impact can be issued. The stipulations of the MOA will have to be satisfied prior to construction of Structure 83. Potential mitigation measures may include additional archeological investigations at 25SD5, modifications to structure design or construction techniques, and/or archeological/tribal monitoring during construction.

If you have questions or need additional information, please contact Melissa Baier, Archeologist, at 402-437-4065 or by e-mail at melissa.baier@usda.gov.

Sincerely,



Acting

CRAIG DERICKSON
State Conservationist

Enclosures:

A – Structure 83 APE map

B – SHPO consultation response letter dated December 13, 2019

C -- Otoe-Missouria THPO response letter dated November 27, 2019

D – Otoe-Missouria THPO response letter dated December 13, 2019

E – Pawnee Nation THPO response email dated December 11, 2019

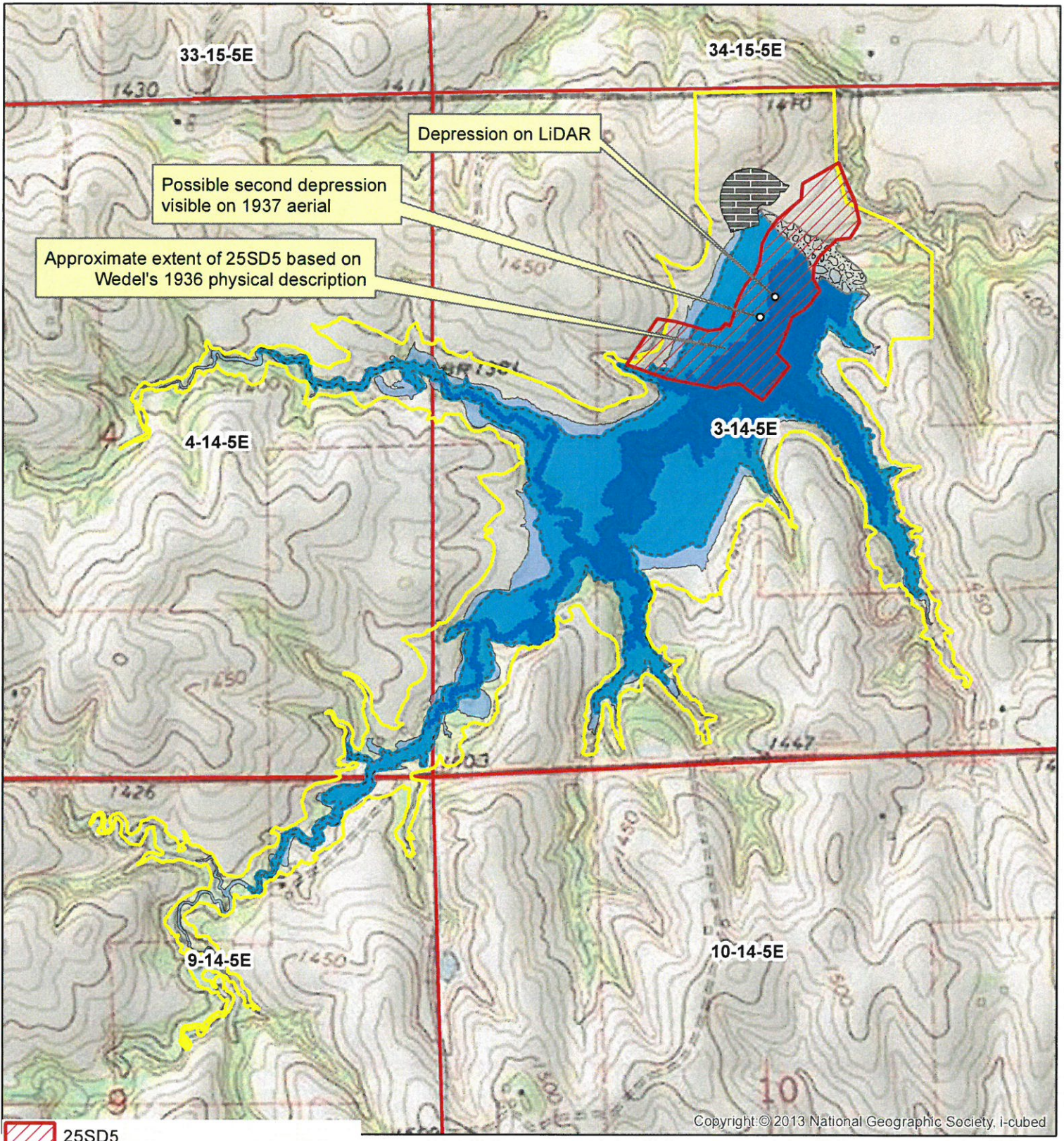
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




Mr. Tom Mountford, Assistant Manager, Lower Platte North Natural Resources District

cc (via email):

Melissa Baier, Archeologist, NRCS State Office


Allen Gehring, State Engineer, NRCS State Office



-  25SD5
-  Dam Embankment
-  Auxiliary Spillway
-  Permanent Pool (normal water level)
-  Auxiliary Spillway Flood Pool
-  Maximum flood pool
-  Area of Potential Effects


Structure 83
*Legal Description: Sections 3, 4, & 9,
 Township 14 North, Range 5 East
 USGS 7.5' Quadrangle: Touhy
 Saunders County, Nebraska*

0 250 500



Meters

0 1,000 2,000



Feet

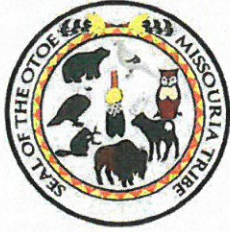
1:12,500

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OTOE • MISSOURIA

TRIBE OF INDIANS

8151 HIGHWAY 177
RED ROCK, OK 74651-0348

November 26, 2019

Ms. Melissa Baier
USDA
Natural Resources Conservation Service
Nebraska State Office
Federal Building, Room 152
100 Centennial Mall North
Lincoln, NE 68508-3866

RE: Cultural Resource Inventory Report Submission: Cultural Resource Survey of Eight Flood Control Structures in the Wahoo Creek Watershed, Saunders County, Nebraska

Dear Ms. Baier,

Pursuant to Section 106 of the National Historic Preservation Act of 1966 (NHPA), and 36 C.F.R. Part 800, the Otoe-Missouria Tribal Historic Preservation Office has received and reviewed all available information regarding to the above-mentioned project.

The Otoe-Missouria Tribal Historic Preservation Office offers no objection to the proposed project at this time. However, as the site is within ancestral lands of the Otoe-Missouria Tribe, we request a copy of the SHPO's report and any archaeological and/or cultural resource surveys conducted as the project moves forward. We also request a project site map, aerial map of project location and a map location of all archaeological and historic sites. Please email all on-going documentation to ewhitehorn@omtribe.org.

The Otoe-Missouria Tribe has vital interest in protecting its historic and ancestral cultural resources. The Otoe-Missouria Tribe of Oklahoma anticipates reviewing and commenting on the planned **Eight Flood Control Structures in the Wahoo Creek Watershed, Saunders County, Nebraska.**

Thank you for the opportunity to consult on this project and provide comments. Should you have further question or concerns, please contact me.

Thank you,

A handwritten signature in black ink that reads "Elsie Whitehorn".

Elsie Whitehorn
Tribal Historic Preservation Officer
Otoe-Missouria Tribe
580-723-4466 ext 202
ewhitehorn@omtribe.org



OTOE-MISSOURIA TRIBE OF INDIANS

8151 HIGHWAY 177
RED ROCK, OK 74651-0348

December 13, 2019

Ms. Melissa Baier
USDA
Natural Resources Conservation Service
Nebraska State Office
Federal Building, Room 152
100 Centennial Mall North
Lincoln, NE 68508-3866

RE: Cultural Resource Inventory Report Submission: Cultural Resource Survey of Eight Flood Control Structures in the Wahoo Creek Watershed, Saunders County, Nebraska

Hawe pi (Good day) Ms. Baier,

The Otoe-Missouria Tribal Historic Preservation Office has received your recent email on December 11, 2019 regarding the above-mentioned project.

Our office concurs with your decision of an additional investigation to the Wahoo Creek Watershed and we strongly urge the use of a tribal monitor during surveying and ground disturbing activities. We would also like to request a site visit within the near future. Please email a tribal monitor agreement and site visit plans to ewhitehorn@omtribe.org.

This area of location is within direct homelands of the Otoe-Missouria Tribe, specifically within vicinity of earth lodges. Our ancestors have been unearthed in Saunders County from previous ground disturbing projects and records show that numerous archaeological sites have been recorded in the vicinity of the subject land parcel, it is possible that human remains and/or cultural items falling under the Native American Graves Protection and Repatriation Act (NAGPRA) could be discovered during this project's undertaking. The word "Wahoo" is a word from our Otoe-Missouria language meaning "Bone" for labeling the locality of the project prior to and after the period of Euro-American frontier expansion.

The Otoe-Missouria Tribal Historic Preservation office thanks you for our continuing consultation on this project and the opportunity to provide comments. Should you have any questions or concerns, please don't hesitate to contact me.

Thank you,

Elsie Whitehorn
Tribal Historic Preservation Officer
Otoe-Missouria Tribe
580-723-4466 ext 202
ewhitehorn@omtribe.org



Preserving the past. Building the future.

Melissa Baier
Archeologist
USDA--NRCS
100 Centennial Mall North
Lincoln, NE 68508-386

December 13, 2019

RE: HP# 1910-154-01; Survey# 19-0209; *Cultural Resources Survey of Eight Flood Control Structures in the Wahoo Creek Watershed, Saunders County, Nebraska.*

Dear Ms. Baier:

Thank you for submitting the cultural resource survey report for the above referenced project for Nebraska State Historic Preservation Office (NeSHPO) review and comment under Section 106 of the National Historic Preservation Act of 1966, as amended in 2014 (Title 54 U.S.C. § 306108 [formerly 16 U.S.C. § 470f]), and its implementing regulations at 36 CFR§800.

This report, submitted by Buried Past Consulting, LLC on behalf of the Lower Platte North Natural Resources District, documents the results of an intensive cultural resources survey of eight proposed flood control structures in the upper Wahoo Creek watershed of southwest Saunders County, Nebraska.

The report thoroughly documents that a total of 26 historic properties were identified during either previous archeological surveys (n=19) of the proposed area of potential effect or during the survey currently under review (n=7). This report describes the evaluation and reevaluation of all 26 identified resources. Based on the consultant's recommendation, which is concurred with by the Natural Resources Conservation Service (NRCS), *22 archeological sites are considered not eligible* for listing on the National Register of Historic Places (NRHP) and *four are considered potentially or immediately eligible* for listing on the NRHP (**25SD89; 25SD216; 25SD219; 25SD124**).

Based on the information provided and language included in the draft Operations and Maintenance Plan for "Floodwater Retarding Structure 83", the Nebraska State Historic Preservation Office concurs with the determination that the undertaking will have "**No Adverse Effect**" on identified historic properties listed on or eligible for listing on the National Register of Historic Places.

However, if methodological procedures to avoid the known archeological sites/historic properties present in or adjacent to the undertaking's APE change or become modified, please consult immediately with the NeSHPO. In addition, if currently buried or otherwise obscured cultural or human remains are discovered during the undertaking or the project area expands in any way, please contact the NeSHPO.

Be advised that this opinion does not necessarily reflect that of any Native American Tribes that might have an interest in the area, nor does it pertain to Traditional Cultural Properties, if they exist in the area.

If required, please submit this letter to the project's lead federal agency to fulfill the statutory obligation of Section 106 consultation with the Nebraska State Historic Preservation Office. Should you have any questions regarding this determination, please contact this office by phone at 402-471-2609 or by email at John.Rissetto@Nebraska.Gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Rissetto', is written over a horizontal line.

John Rissetto, Ph.D., Preservation Archeologist

From: Joseph Reed

Sent: Wednesday, December 11, 2019 4:36 PM

To: Baier, Melissa - NRCS, Lincoln, NE

Subject: RE: re: Pawnee nation and Wahoo Creek Watershed project

Nawa,

In looking at your cultural resources survey, Area 83 is of particular interest. Regarding 25SD89 and 25SD90, I read through the survey and see that these areas may or may not be above the flood line and have been designated as protected areas. I am very excited to see these areas as there are not many ancestral Pawnee earthlodge sites in Nebraska that haven't been plowed. Do you have a map or more detailed information as to the future water line? Is there a time when I could visit these sites?

During the construction of the project I would like to have a cultural monitor in place with any potential impact to these sites.

Nawa iri,

Matt Reed
Historic Preservation Officer
Pawnee Nation
PO Box 470
657 Harrison Street
Pawnee, Oklahoma 74058
(918) 762-2180 ext 220
(918) 762-3662 fax
jreed@pawneenation.org

From: Baier, Melissa - NRCS, Lincoln, NE <Melissa.Baier@usda.gov>

Sent: Wednesday, December 11, 2019 10:31 AM

To: Joseph Reed <jreed@pawneenation.org>

Subject: RE: re: Pawnee nation and Wahoo Creek Watershed project

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning Mr. Reed,

Unfortunately I never received your original email. It may have gotten sent to my old usbr.gov email address. Could you please forward a copy of the original message?

I'm actually working on Wahoo Creek right now, and I just realized that the Pawnee Nation was not included in the list of consulting tribes. I apologize for that oversight. I took over this project from someone else and used the address lists they provided me from the initial scoping letters. I should have remembered my Nebraska history though and realized the omission.

Melissa,

I had responded to an email concerning this project earlier this month, but had not heard anything back. We have a very long connection to this area, so much so that we have a name for Wahoo Creek. As well there are several Sacred Sites within the vicinity. In short, please keep us informed on this project and how we could help in identifying cultural resources.

Nawa iri,
Matt Reed

Matt Reed
Historic Preservation Officer
Pawnee Nation
PO Box 470
657 Harrison Street
Pawnee, Oklahoma 74058
(918).762.2180 ext 220
(918).762.3662 fax
jreed@pawneenation.org

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Baier, Melissa - NRCS, Lincoln, NE

From: Joseph Reed <jreed@pawneenation.org>
Sent: Wednesday, December 11, 2019 10:41 AM
To: Baier, Melissa - NRCS, Lincoln, NE
Subject: FW: Pawnee Nation and Wahoo Creek Watershed Plan and EIS

Nawa,

Below is the reply I emailed on 11-16. I'm currently looking for the original letter of November 10. The main reason I emailed you was that I started wondering if I had sent my reply to the wrong person. My filing hasn't been done since June, so as soon as I come across the letter and if I have any further questions I will let you know.

Nawa iri,
Matt Reed

From: Joseph Reed
Sent: Thursday, November 16, 2017 11:59 AM
To: lpnnrd@lpnnrd.org
Subject: re: Pawnee Nation and Wahoo Creek Watershed Plan and EIS

Mr. Tom Mountford,

I received your letter of November 10 which reference the Wahoo Creek project and the plans to update the 1998 Environmental Assessment. I will not be able to attend your upcoming December 7 meeting, but I hope that you will keep our Tribal Historic Preservation Office up to date with copies of any pertinent information regarding this project.

Thank you,

Matt Reed
Tribal Historic Preservation Officer
Cultural Resource Division
Pawnee Nation of Oklahoma
PO Box 470
657 Harrison Street
Pawnee, OK 74058
918-762-2180 office
918-762-3662 fax

Wahoo Creek Structure Cost Summary (Not Including Admin.)

Site	<u>Total Cost</u>	<u>Federal Funds</u>	<u>Local Funds</u>	<u>State WSF 60%</u>	<u>Local 40%</u>
26a	1,094,200	407,000	687,200	412,320	274,880
26b	1,441,000	477,100	963,900	578,340	385,560
<u>27</u>	<u>1,488,100</u>	<u>465,900</u>	<u>1,022,200</u>	<u>613,320</u>	<u>408,880</u>
Total	4,023,300	1,350,000	2,673,300	1,603,980	1,069,320

Site	<u>Total Cost</u>	<u>Federal Funds</u>	<u>Local Funds</u>	<u>State WSF 60%</u>	<u>Local 40%</u>
77	5,059,300	2,924,000	2,135,300	1,281,180	854,120
84	2,060,100	1,267,400	792,700	475,620	317,080
55	1,541,100	1,090,300	450,800	270,480	180,320
85	1,369,000	1,087,000	282,000	169,200	112,800
66	1,754,400	1,122,100	632,300	379,380	252,920
82	1,735,800	1,364,000	371,800	223,080	148,720
86	1,133,100	854,200	278,900	167,340	111,560
<u>83</u>	<u>2,244,900</u>	<u>1,315,800</u>	<u>929,100</u>	<u>557,460</u>	<u>371,640</u>
Total	16,897,700	11,024,800	5,872,900	3,523,740	2,349,160

Invoice



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

February 12, 2020
 Invoice No: 349916

Tom Mountford
 Assistant Manager
 Lower Platte North NRD
 PO Box 126
 Wahoo, NE 68066-0126

Invoice Total \$7,702.71

Olsson Project # 018-3423 Lower Platte North NRD Wahoo Creek Watershed & 11 Dam Sites
 Professional services rendered December 29, 2019 through February 1, 2020 for work completed in accordance with agreement.

Phase	020	Geotechnical Engineering		
Labor				
			Hours	Amount
			6.00	1,127.22
			59.75	6,575.49
			65.75	7,702.71
			Total Labor	7,702.71
			Total this Phase	\$7,702.71

Billing Limits	Current	Prior	To-Date	
Total Billings	7,702.71	196,478.56	204,181.27	
Limit			583,825.00	
Balance Remaining			379,643.73	
	AMOUNT DUE THIS INVOICE			\$7,702.71

Outstanding Invoices			
Number	Date	Balance	
348815	1/16/2020	2,451.05	
Total		2,451.05	

Email invoice to tmountford@lpnrd.org

Authorized By: Michael Placke

Progress Report for Wahoo Creek Watershed Dams Sites



Lower Platte North NRD

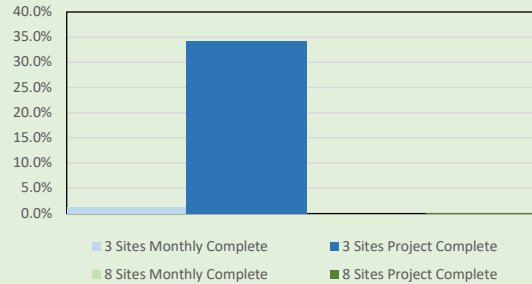
**For Work Completed During The Month Of : January, 2020
(through 2/1/2020)**

Project # 018-3423 Dam Site 26A, 26B, & 27 Project Phase	Phase Budget	Billings for Month		Project Total Billings to Date	
		Current	% Completed	JTD	% Completed
		Earned/Billings	This Month	Earned/Billings	Overall
010 - Project Management/Meetings	\$ 21,840		0.0%	\$ 5,098.02	23.3%
020 - Geotechnical Engineering	\$ 222,485	\$ 7,702.71	3.5%	\$ 136,752.57	61.5%
030 - Dam Design	\$ 173,160		0.0%	\$ 45,689.24	26.4%
040 - Permitting	\$ 79,960		0.0%	\$ 946.40	1.2%
050 - Survey and Legal Descriptions	\$ 10,780		0.0%	\$ 11,360.33	105.4%
060 - Community/Public Participation	\$ -			\$ -	
070 - Construction Services	\$ 75,600			\$ -	
				\$ -	
				\$ -	
3 Sites Totals	\$ 583,825	\$ 7,702.71	1.3%	\$ 199,846.56	34.2%

Project # A18-3423 (separate invoice) Sites 55, 66, 77, 82, 83, 84, 85, & 86 Project Phase	Phase Totals	Billings for Month		Project Total Billings to Date	
		Current	% Completed	JTD	% Completed
		Earned/Billings	This Month	Earned/Billings	Overall
100 - Project Management/Meetings	\$ 62,400		0.0%	\$ -	0.0%
110 - Geotechnical Engineering	\$ 607,460		0.0%	\$ -	0.0%
120 - Dam Design	\$ 436,278		0.0%	\$ -	0.0%
130 - Permitting	\$ 251,140		0.0%	\$ -	0.0%
140 - Survey and Legal Descriptions	\$ 28,875		0.0%	\$ -	0.0%
150 - Community/Public Participation	\$ 30,000		0.0%	\$ 429.02	1.4%
160 - Other	\$ -			\$ -	
				\$ -	
8 Sites Totals	\$ 1,416,153	\$ -	0.0%	\$ 429.02	0.0%

Billings For Month	\$ 7,702.71
Total Billings To Date	\$ 200,275.58
Project Budget	\$ 1,999,978
Budget Remaining	\$ 1,799,702.42

% Budget Spent Per Site



* As suggested by the NRCS at the 3-11-19 LPNNRD board meeting, design will be slowed down for a few weeks while the watershed plan is being completed. We will continue with the geotechnical analysis

Summary Of Work Completed This Month	
Sites 26A, 26B, & 27	<u>Eight Sites</u>
	- No work on these sites
	-
We have continued to work on seepage and settlement analysis of the 3 dams. Once seepage is complete, we will transition the models we've created into slope stability.	

Planned Work For Next Month
- Due to waiting on approval of watershed plan, no design activities are planned for next month

For questions regarding billings, please contact Mike Placke at (402) 458-5957 or mplacke@olsson.com

Lierman Excavating Co. Inc

1530 County Road K
 P.O. Box 265
 Wahoo, NE 68066

Estimate

Date	Estimate #
2/19/2020	322

Name / Address
Mike Chvatal 1816 N Sycamore St. Wahoo, NE 68066

Project

Description	Qty	Rate	Total
Michael Chvatal Structure - Cottonwood Watershed -NRCS Project - Excavating per NRCS plans / specs.	14,187	4.25	60,294.75
Piping and installation per plans	112	35.00	3,920.00
Seeding	3.7	750.00	2,775.00
Please call with any questions or comments 402-432-9626			Total \$66,989.75



LOWER PLATTE NORTH Natural Resources District

PO Box 126 511 Commercial Park Road Wahoo, NE 68066
402.443.4675 Fax 402.443.5339 Toll-free 888.764.0543
lpnrd@lpnrd.org www.lpnrd.org

December 10, 2019

RE: Michael Chvatal Small Dam Project

Michael Chvatal
1816 N Sycamore
Wahoo, NE, 68066

Dear Michael,

This letter is in regard to your 2015 approval for the construction of a small dam under the LPNNRD's SWCP Small Dam policy guidelines. Our Board of Directors discussed this project at our December Board meeting and the fact that it has not been completed to date. The Board would like to see this project completed in 2020 so we can move on to budgeting for other projects. Historically all of our small dam projects have been completed during the summer months due to greater contractor availability and favorable site conditions.

This letter will serve as a formal notice that LPNNRD Board of Directors voted to approve a deadline for construction to be completed by September 15, 2020. As a reminder, your project has been approved for up to 75% constructed cost-share at a maximum of \$32,819.06.

If construction has not been completed by that date, then the LPNNRD Board of Directors has the authority to rescind all financial allocation to this project. In this case, you would have to submit a new application for review and approval.

It is up to you to coordinate with the Saunders County NRCS Field Office, as well as your contractor, to meet the deadline for construction. You may also contact this office and communicate any concerns/issues you have regarding this project. I thank you for your desire to protect our precious natural resources and look forward to completing this project!

Sincerely,

Sean C. Elliott

Projects & Rural Water Manager

CC: Saunders County NRCS FO



Lower Platte North Natural Resources District

PO Box 126 511 Commercial Park Road Wahoo, NE 68066
402.443.4675 Fax 402.443.5339 Toll-free 888.764.0543
lpnrd@lpnrd.org www.lpnrd.org

August 1, 2017

Mike Chvatal
P.O. Box 336, 608 N Linden
Wahoo, NE 68066

RE: Approved Assistance for Small Dam Project

Dear Mike:

On July 10, 2017, the Lower Platte North NRD Board of Directors voted in favor to provide 75% maximum cost share up to a maximum of \$32,819.06 assistance toward your small dam project. This approval is based on your contractor's estimate of \$43,758.75. To achieve the higher assistance, the Board will allow using \$10,819.06 funding from our new Wahoo Creek Phase II grant to add to our already approved \$22,000 of local funding.

Based on your contractor's estimate, your 25% contribution would be \$10,939.69. After the project is complete, please submit a copy of the detailed bill to our office. If the final cost is less than or the same as the contractor's estimate, LPNNRD's 75% will be based on the actual approved cost of the completed project. Please keep in mind if the final cost exceeds the estimate, you will be responsible for the overrun.

Let us know if you have any questions.

Sincerely,

Eric Gottschalk
Rural Water Manager/Projects Coordinator
402-443-4675



Lierman Excavating Co. Inc

1490 N. Chestnut
P.O. Box 265
Wahoo,NE 68066

Estimate

Date	Estimate #
4/19/2017	187

Name / Address
Mike Chvatal 1816 N Sycamore St. Wahoo,NE 68066

			Project
Description	Qty	Rate	Total
NRCS Dam Project - excavating per NRCS plans	10,473	3.75	39,273.75
Pipe and installation per plans	83	45.00	3,735.00
seeding	1	750.00	750.00
Please call with any questions or comments 402-432-9626		Total	\$43,758.75

TABLE 3
Structural Data
Wahoo Creek Watershed, NE

Item	Unit	26a	26b	27	55	66	77
Class of structure		Low	Low	Low	Low	Low	Significant
Seismic zone		2	2	2	2	2	2
Uncontrolled drainage area	mi ²	0.79	1.75	2.12	2.25	1.87	10.22
Controlled drainage area	mi ²	0	0	0	0	0	0
Total drainage area	mi ²	0.79	1.75	2.12	2.25	1.87	10.22
Runoff curve No. (1-day) (AMC II)		81	80	80	82	77	81
Time of concentration (Tc)	hrs	0.7	1.6	2.0	1	1.5	7.0
Elevation top of dam	ft	1380	1387	1345	1374.5	1252.5	1259.5
Elevation crest auxiliary spillway	ft	1376	1383	1341.5	1371.5	1249.5	1253.5
Elevation crest high stage inlet	ft	1374.5	1380.5	1339.5	1369.5	1245	1244
Elevation crest low stage inlet	ft	1367	1373	1333	1360	1239.5	—
Auxiliary spillway type		Veg.	Veg.	Veg.	Veg.	Veg.	Veg.
Auxiliary spillway bottom width	ft	50	50	150	125	100	250
Auxiliary spillway exit slope	percent	4	4	4	4	4	4
Maximum height of dam	ft	38.0	41.0	34.0	40.5	34.5	35.5
Volume of fill	yd ³	50,800	68,000	62,800	75,800	88,000	190,000
Total capacity 1/	acre-ft	207	496	542	573	653	2,480
Sediment submerged	acre-ft	61	135	154	157	154	573
Sediment aerated	acre-ft	11	24	27	28	25	101
Floodwater retarding	acre-ft	135	337	361	388	474	1806
Between high and low stage	acre-ft	107	228	256	101	209	—
Surface area							
Sediment pool	acres	10	21	29	20	27	129
Floodwater retarding pool 1/	acres	20	47	56	54	71	258
Principal spillway design							
Rainfall volume (1-day)	in	5.20	5.20	5.20	5.36	5.30	5.90
Rainfall volume (10-day)	in	8.60	8.60	8.60	8.49	8.53	9.20
Runoff volume (10-day) (1-day)	in	4.50	4.38	4.38	4.65	3.85	5.01
Capacity of low stage (max.)	ft ³ /s	14.5	24.8	35.7	22.4	78.5	—
Capacity of high stage (max.)	ft ³ /s	62.6	71.3	75.6	84.22	93	787.2
Dimensions of conduit	in	24	24	24	24	24	72
Type of conduit		RCPP	RCPP	RCPP	RCPP	RCPP	RCPP
Frequency operation-auxiliary spillway	% chance	4	4	4	4	4	2
Auxiliary spillway hydrograph							
Rainfall volume	in	7.07	7.07	7.07	7.09	6.93	8.93
Runoff volume	in	4.81	4.80	4.67	5	4.34	6.65
Storm duration	hrs	24	24	24	24	24	24
Velocity of flow (Ve)	ft/s	5.1	4.2	4.0	6.8	0	6.7
Max. reservoir water surface elev.	ft	1377.9	1384.5	1343.2	1372.99	1245.06	1256.9
Freeboard hydrograph							
Rainfall volume	in	9.05	9.05	9.05	9.07	8.93	13.60
Runoff volume	in	6.68	6.64	6.52	6.88	6.22	11.13
Storm duration	hrs	24	24	24	24	24	24
Max. reservoir water surface elev.	ft	1379.2	1386.5	1344.7	1374.2	1248.1	1259.0
Capacity equivalents							
Sediment volume	in	1.7	1.7	1.6	1.5	1.8	1.2
Floodwater retarding volume	in	3.2	3.6	3.2	3.2	4.8	3.3

1/ Crest of auxiliary spillway

TABLE 3 - continued
Structural Data
Wahoo Creek Watershed, NE

Item	Unit	82	83	84	85	86
Class of structure		Low	Low	Low	Low	Low
Seismic zone		2	2	2	2	2
Uncontrolled drainage area	mi ²	1.95	4.92	3.62	0.75	0.71
Controlled drainage area	mi ²	0	0	0	0	0
Total drainage area	mi ²	1.95	4.92	3.62	0.75	0.71
Runoff curve No. (1-day) (AMC II)		80	78	83	77	77
Time of concentration (T _c)	hrs	1.5	3.9	1.02	0.9	0.6
Elevation top of dam	ft	1339	1383	1362	1345.5	1354
Elevation crest auxiliary spillway	ft	1336	1379	1357.5	1342.5	1351
Elevation crest high stage inlet	ft	1329.5	1367.5	1355	1340	1348
Elevation crest low stage inlet	ft	—	—	1347	1335	1343
Auxiliary spillway type		Veg.	Veg.	Veg.	Veg.	Veg.
Auxiliary spillway bottom width	ft	200	200	200	100	100
Auxiliary spillway exit slope	percent	4	4	4	4	4
Maximum height of dam	ft	33.0	51.0	42.5	19.5	26.5
Volume of fill	yd ³	44,700	85,700	101,900	86,000	60,000
Total capacity 1/	acre-ft	386	1267	1374	220	218
Sediment submerged	acre-ft	71	329	277	68	50
Sediment aerated	acre-ft	91	58	49	10	10
Floodwater retarding	acre-ft	224	880	1048	142	158
Between high and low stage	acre-ft	—	—	466	85	87
Surface area						
Sediment pool	acres	26	45	42	14	13
Floodwater retarding pool 1/	acres	43	111	99	25	26
Principal spillway design						
Rainfall volume (1-day)	in	5.20	5.65	5.78	5.30	5.30
Rainfall volume (10-day)	in	8.60	8.90	8.99	8.53	8.53
Runoff volume (10-day) (1-day)	in	4.37	4.27	5.20	3.85	3.85
Capacity of low stage (max.)	ft ³ /s	—	—	39.34	71.4	29.7
Capacity of high stage (max.)	ft ³ /s	404.2	79.2	99.14	84.3	76.8
Dimensions of conduit	in	54	24	24	24	24
Type of conduit		RCPP	RCPP	RCPP	RCPP	RCPP
Frequency operation-auxiliary spillway	% chance	4	3	3	4	4
Auxiliary spillway hydrograph						
Rainfall volume	in	7.07	8.06	9.07	6.93	6.93
Runoff volume	in	4.86	5.45	7	4.42	4.40
Storm duration	hrs	24	24	24	24	24
Velocity of flow (V _e)	ft/s	4.2	7.1	9.3	4.5	1.6
Max. reservoir water surface elev.	ft	1337.7	1381.3	1360.2	1344.05	1351.88
Rainfall volume	in	9.05	11.37	11.38	8.93	8.93
Runoff volume	in	6.73	8.57	9.24	6.23	6.23
Storm duration	hrs	24	24	24	24	24
Max. reservoir water surface elev.	ft	1338.8	1382.7	1361.4	1344.6	1352.7
Capacity equivalents						
Sediment volume	in	1.6	1.5	1.7	1.9	1.6
Floodwater retarding volume	in	2.2	3.4	5.4	3.5	4.2

1/ Crest of auxiliary spillway

Welcome to the Water Quality Open House Conservation Planning for the Wahoo Creek Watershed

Tuesday, February 25, 2020
6:00 pm – 8:00 pm

Welcome and thank you for attending this evening to hear more about the upcoming surface water quality watershed assessment and planning that will be completed this year in the upper reaches of the Wahoo Creek and Cottonwood Creek Watersheds.

Schedule of Events:

- 6:00 - 6:30** Please sign-in/ register at the entrance.
Feel free to browse the Wahoo Creek Water Quality Poster displays.
- During this time, please help yourself to the food and refreshments provided,
and sit where you would like.
- 6:30 -8:00** Welcome Comments, a brief introduction and summary of “Why we are all here?”
by Tom Mountford, Assistant General Manager, LPN NRD.
- Open house portion of the event to learn and discuss more about each topic below.
Each Display Station will have Agency Representative’s present to discuss one of the 5
following topics:

STATION

- 1) **LOCATION** -Please Pin the location of your primary residence or where most of your farmland is in the Wahoo/ Cottonwood Creek Watersheds.
- 2) **WHY AM I HERE?**
- 3) **WAHOO CREEK WATER QUALITY PROBLEMS**
- 4) **WE NEED YOUR HELP** – Please submit a card with your name and contact info if you are interested in being on the Watershed Planning Committee.
- 5) **WATERSHED RESOURCE INVENTORY**

We hope you are to visit all 5 Displays and encourage you to ask questions. The goal of this meeting is to discuss water quality issues, describe how this assessment and planning process differs from conventional conservation programs, and explore opportunities to implement management and practices to improve surface water quality in the watershed. Thank you again for your time and attention to this matter. If you have additional questions after this meeting, please contact any of the Agency Representatives’ as listed on the back of this document

Contact Information:

Tom Mountford, Assistant Manager – Lower Platte North NRD 402- 443-4675
tmountford@lpnrd.org

Sean Elliott, Projects and Rural Water Manager, LPNNRD 402-443-4675
selliott@lpnrd.org

Keith Glewen, Extension Educator – Eastern Nebraska Research & Extension Center Mead 402-624-8030
kglewen1@unl.edu

Jami Thoene, Resource Conservationist - NRCS Wahoo 402-443-4106 ext. 3
Jami.thoene@usda.gov

Katie Pekarek, Extension Educator-Water Quality- School of Natural Resources, IANR, UNL Lincoln
402-413-1166
kpekarek2@unl.edu

Mark Walkenhorst, District Conservationist- NRCS Wahoo 402-443-4106 ext. 3
mark.walkenhorst@usda.gov

Jeremiah Schutz, State Planning Specialist – NRCS Lincoln 402-437-4031
jeremiah.schutz@usda.gov

Craig Romary, Environmental Programs Specialist – Nebraska Department of Agriculture (NDA)
402-471-6883
craig.romary@nebraska.gov

Renee Hancock, Water Quality Specialist – NRCS Lincoln 402-437-4064
renee.hancock@usda.gov

Elbert Traylor, Nebraska Department of Environment and Energy (NDEE) Lincoln 402-471-2186
elbert.traylor@nebraska.gov

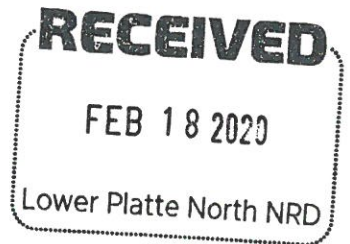
Carla McCullough, 319 Nonpoint Source Pollution Program Coordinator, NDEE Lincoln 402-471-2186
carla.mccullough@nebraska.gov

Rob Christian, LPN NRD Technician – Lower Platte North NRD, Wahoo 402-443-4106 ext. 3
George.Christian@usda.gov

Ryan Sabatka, LPN NRD Board of Directors, Livestock Association, Weston 402-
rsabatka@yahoo.com

Village of Linwood

PO Box 104
Linwood NE 68036
villageoflinwood@hotmail.com



February 13, 2020

Mr. Eric Gottschalk
General Manager
Lower Platte North NRD
PO Box 128
Wahoo, NE 68066

Re: Village of Linwood – Drainage Study – Community Assistance Program Request

Dear Mr. Gottschalk:

The Village of Linwood would like to request cost share funding through the Community Assistance Program provided by the Lower Platte North Natural Resources District. If approved, the requested funding will be used to conduct a drainage evaluation for areas exhibiting poor drainage within the Village. The evaluation will include a site visit, survey, and hydrologic and hydraulic analysis of drainage issues within the Village of Linwood as described below:

- The Main drainage through Linwood occurs along Maple Street which is an extension of an old highway spur. The ditches along maple street are extremely large, and during storm events do not drainage to the north in a timely manner which causes significant flooding to the surrounding areas and buildings.
- Potential causes of the poor drainage include inadequate ditch capacity or conveyance structures downstream of the ditch. The scope of the study will include all areas draining to this ditch system, as well as evaluations of existing interior drainage as well.

The proposed project will evaluate the causes of flooding within this ditch, and the surrounding area, and provide project recommendations to reduce flooding damages within the village. The Village Engineer (JEO Consulting Group) has provided a scope of services to conduct the study (see attached). The estimated cost for the is \$16,750 which will include field survey, modeling, and final deliverables. If approved the village would contract with JEO consulting group to conduct the study.

If you have any additional questions, please feel free to contact Josh Slonecker with the village at cell phone: 402-367-2858.

Sincerely,

Kathy S. Eaton, Linwood Village Clerk

402-649-2054

cc: Tom Mountford, Assistant Manager, LPNNRD, tmountford@lpnnrd.org
Patrick Hartman, PE, JEO Consulting Group, phartman@jeo.com