

Projects Committee Meeting  
Thursday, May 28, 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

The following applications are for the NRD's summer 2020 SWCP construction season:

20-C-3: Randy Brabec - Grassed Waterway - Project is located within Shell Creek Watershed, Colfax County, Section 8-19N-2E; 75% Cost-share of NRCS estimated cost, \$8,712.74 = \$6,534.56 SWCP cost-share.

20-P-1: Keith Runge - Livestock well (solar) - Project is located within Shell Creek Watershed, Platte County, Section 1-18N-1E; 75% Cost-share of NRCS estimated cost, \$15,035.93 = \$11,276.95 SWCP cost-share.

20-P-2: Jeff Lusche - Livestock well (solar) - Project is located within the Shell Creek Watershed, Platte County, Section 14-18N-1E; 75% Cost-share of NRCS estimated cost, \$14,346.25 = \$10,759.69

### B. SWCP Payments

Randy Johnston - Farmstead/Wildlife Windbreak Tree Planting 432 trees  
75% cost share (\$2.00/planted tree) = \$648.00

David Johnson - Farmstead/Wildlife Windbreak Tree Planting - 251 Trees  
75% cost share (\$2.00/planted tree) = \$376.50

19-B-1 - Marcella Divis - Terrace w/ tile outlet, grassed waterway  
75% cost-share = \$7,382.50

19-B-2 - Marie Roh - Terrace w/ tile outlet, water & sediment control basin  
75% cost-share = \$12,500.00 (capped amount)

19-S-2 - Louis & Darlene Kavan - Grassed waterway  
(completed, waiting for paperwork)

19-S-5 - Hartman Family Trust - Terrace with tile outlet  
(under construction)

C. SWCP Cancellations

None

D. Wahoo Creek Cost Share Approvals

None

1. Lands For Conservation Application

Carl and Dorothy Peterson Trust - Tract is located within Wahoo Creek  
Watershed, Sec 35-15N-6E, 38 acres (\$198/acre) = \$7,524.00

3. WATERSHEDS

A. Shell Creek

1. Shell Creek Environmental Enhancement Plan Implementation

Bill Bos continues to follow-up on potential landowner conservation projects in  
the Shell Creek Watershed.

At the May 11th LPNNRD Board Meeting, we approved the low bid from Pruss  
Excavating totaling \$167,962.32 for completing the North Channel  
Improvement/Benching Project which will begin in mid June. This project is  
located just north of the U.P. Railroad Bridge near County Road 15, east of  
Schuyler. The U.P. Railroad bridge replacement project is also scheduled to  
begin in June, 2020.

a. Shell Creek Grant Funding Update

We have not yet received the 319 grant agreement from NDEE for signature  
but anticipate it soon. The \$365,000 319 grant will combine with Nebraska  
Environmental Grant (\$104,688) and local funds for helping complete  
landowner erosion projects, Shell Creek Bank Stabilization projects including  
assistance toward the North Shell Creek Channel/Benching Project.

B. Wahoo Creek Watershed

1. Wahoo Creek Dam Site Planning Update & FYRA Invoice

Allen Gerhing, Nebraska NRCS State Engineer, joined the committee to discuss  
his recent discussions with the NRCS National Water Management Center in

Little Rock, AR, regarding the economics portion of our draft Wahoo Creek Plan-EA. It appears NRCS will require additional economics analysis that could go above and beyond our current contract scope of work with FYRA and delay completing the Wahoo Creek Watershed Plan. An update will be given at the June 8th Board Meeting.

FYRA has submitted a \$14,335.25 invoice as attached. After this payment, \$6,344.52 will remain under contract.

## 2. Wahoo Creek Watershed Water Quality Plan Phase II

No new information to present. As mentioned at previous meetings, we are working with NRCS and NDEE on completing additional landowner conservation projects in the Wahoo Creek Watershed. We have \$200,000 of EPA 319 grant funds and approximately \$90,000 from the Nebraska Environmental Trust to assist with this effort. NRCS will also be contributing special EQIP funding through the Water Quality Initiative.

## 3. Olsson Design Update and Invoice

The Olsson team has completed wetland assessments at Wahoo Creek Dam Sites 26a., 26b. and 27. We may receive an invoice by Board meeting. We have informed Olsson to delay further activities until we receive detail regarding the review and requirements for obtaining an approved watershed plan for Wahoo Creek.

## 4. JOINT WATER MANAGEMENT ADVISORY BOARD

On May 19, 2020, JWMAB met to discuss several agenda items (draft minutes attached). One agenda item was a proposed project by the North Bend Drainage Ditch District. On May 12th, Mountford met with Fremont Representatives Brain Newton (City Administrator) & Lottie Mitchel, Dodge County Emergency Manager Tom Smith, and North Bend Drainage Ditch Representative Larry Ruzicka to discuss repairs and improvements to their four mile stretch of the North Bend Drainage Ditch. Attached is a map and project description from Larry Ruzicka who has been working with Tom Smith on proceeding through the Notice Of Intent (NOI) process for the project, estimated at \$1.7 million total cost. The North Bend Ditch Project portion is shown on the attached map and narrative as " No. 1." Dodge County, LPNNRD and Fremont will assist the North Bend Drainage District, Dodge with the application process.

Another agenda item discussed was a levee stabilization project on Fremont Rod & Gun Club property that LPNNRD, Fremont and Dodge County assisted with emergency repair (each contributed \$36,077.50). A description of the proposed project is attached. An updated project since the committee meeting is also attached. This adjusted total project cost is \$612,380 with the hopes to receive \$450,000 from a community Block Grant (CBG). This would leave \$162,380 to be shared by local partners. The Projects Committee discussed our potential partnership and contribution to this proposed project. One important issue to address is that a public entity should take ownership of the project area (secure project easements) if additional public funding is allocated to this project, which is now on private land. Fremont was discussed as the logical entity for securing easements to establish this as a public project, however there

willingness is not known. An update will be given at the June 8th LPNNRD Board Meeting with Fremont and Dodge County representatives possibly joining the discussion.

## 5. HAZARD MITIGATION PLAN UPDATE & PROPOSAL (JEO)

JEO has submitted our final Hazard Mitigation Plan to EPA for review and comments. Our Board approved the plan as written on May 11, 2020, which was submitted to FEMA for review.

As discussed at the last committee meeting, there remains \$22,000 that is uncommitted in the contract that could be used for other project work if we desire. Of the \$22,000, up to \$16,500 (75%) would be reimbursed from FEMA. A couple of thoughts were completing some breach inundation maps on some more of our low hazard dams and/or complete a Levee Failure Workshop exercise to prepare us and our partners for future levee disasters. At this committee meeting, Lalit Jha, JEO, was present to discuss proposed tasks. Attached is his outline of suggested work. The committee directed staff to work with JEO for a potential scope of work to discuss at the next committee meeting.

Attached is JEO's May 29th invoice totaling \$16,208.84 for work completed under our HMP contract (progress report also attached). After this payment, \$6,700.36 will remain under the \$228,000 portion of the contract that LPNNRD has authorized thus far.

## 6. NEBRASKA BUFFER STRIP PROGRAM

We received two eligible applications for the Nebraska Buffer Strip Program, both for 10 year contracts:

Janice Wilke Trust - Section 21-18-1E - Total filter strip acres = 3.0.

Mark Wilke - Section 21-18-1E - Total filter strip acres = 4.8.

Funding for NBSP comes from Nebraska Department of Agriculture and is distributed annually by the NRD in October.

## 7. EROSION AND SEDIMENT RULES AND REGULATIONS

## 8. OTHER

### A. Fremont/Johnson Lake Aeration System Assistance Request

Fremont representative Don Cunningham discussed the City's plans for replacing the aeration system at Johnson Lake and requested our potential assistance (attachments). The costs for an aeration system appears to be approximately \$8,000 with additional costs for electrical work. The committee expressed an interest in

partnering on this project and requested a more inclusive itemized cost breakdown to be reviewed at the July 2 Projects Committee Meeting.

B. Colfax County/Wolfe Project Update

Representatives from Colfax County will give an update on their plans to potentially take the lead to repair the Wolfe Jetty project that was destroyed in the 2019 floods. This jetty project was originally sponsored by LPNNRD approximately 25 years ago. There will be discussion on how Colfax County, Schuyler and LPNNRD can partner to replace the project.

9. ADJOURNMENT

**SWCP Monthly Report**

May 28, 2020

SWCP LOCAL	\$50,000.00
SWCP TREE ALLOCATION	\$3,000.00
STATE ALLOCATION	\$87,074.48
CASH CARRY-OVER	\$0.00
AMOUNT SPENT	\$91,109.75
CASH BALANCE	\$45,964.73
ALLOCATION %	147%

SWCP #	STATUS	NAME	AMOUNT	PROJECT	SHELL CREEK FUND
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**APPROVED SMALL DAM PROJECTS:**

15-S-12	Approved	Mike Chvatal	\$ 32,297.00	Small Dam	
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**APPROVED SUMMER PROJECTS:**

19-S-1	JALA LLC	\$ 10,000.00	TOT
19-S-2	DENNIS BERANEK	\$ 10,000.00	TOT
19-S-3	ROGER FUJAN	\$ 12,500.00	TOT
19-S-4	HARTMAN FAMILY TRUST	\$ 12,500.00	TOT
19-B-1	GARY MEISTER	\$ 12,500.00	TOT
19-B-2	CLINTON VANDENBURG	\$ 12,500.00	TOT

**TOTAL SUMMER APPROVALS \$ 57,500.00**

**APPROVED FALL PROJECTS:**

19-B-1	MARCELLA DIVIS	\$ 12,500.00	TOT
19-B-2	WILLIAM KOZISEK	\$ 12,500.00	TOT
19-B-3	RICHARD VOBORIL	\$ 12,500.00	TOT
19-B-4	MARIE ROH	\$ 12,500.00	TOT
19-B-5	DWAYNE LANC	\$ 12,500.00	TOT
19-S-1	KENNETH & KATHRYN GOVAERTS	\$ 12,500.00	TOT
19-S-2	LOUIS & DARLENE KAVAN	\$ 12,500.00	GWV
19-S-3	JAMES VANEK	\$ 12,500.00	TOT/GWV
19-S-4	RONALD & MARJORIE SLEGL	\$ 12,500.00	TOT
19-S-5	HARTMAN FAMILY TRUST	\$ 12,006.90	TOT
19-S-6	SHANAHAN FAMILY TRUST	\$ 12,102.18	TOT
19-S-7	PAMELA GOUDIE	\$ 12,500.00	TOT

**TOTAL FALL APPROVALS \$ 149,109.08**

**TOTAL FY20 SWCP APPROVAL \$ 206,609.08**

**PAID PROJECTS**

SWCP #	STATUS	NAME	AMOUNT	PROJECT
	PAID	GARY MEISTER	\$ 9,820.64	WASCB TO
	PAID	CHAD HANSEN	\$ 1,038.56	WINDBREAK - TREE
19-S-1	PAID	JALA LLC	\$ 10,000.00	TOT
19-B-2	PAID	CLINTON VANDENBURG	\$ 10,511.41	WASCB TO
19-S-2	PAID	DENNIS BERANEK	\$ 8,440.32	TOT
19-S-3	PAID	ROGER FUJAN	\$ 6,726.66	TOT
	PAID	KENNETH & KATHRYN GOVAERTS	\$ 11,165.16	TOT
19-B-2	PAID	WILLIAM KOZISEK	\$ 12,500.00	TOT
19-B-1	PAID	MARCELLA DIVIS	\$ 7,382.50	TOT
	PAID	DAVID JOHNSON	\$ 376.50	WINDBREAK - TREE
	PAID	RANDY JOHNSTON	\$ 648.00	WINDBREAK - TREE
19-B-4	PAID	MARIE ROH	\$ 12,500.00	TOT

**LANDS FOR CONSERVATION (GRANT FUNDE**

Name	Acres	Amount
DARRELL KUBIK	19	\$ 3,610.00
ZACH KASTL	24	\$ 4,560.00
TYLER OSMERA	32	\$ 6,080.00
ROGER FUJAN	30	\$ 5,700.00
GREGG FUJAN	9	\$ 1,710.00
GEORGE CEJKA	30	\$ 5,700.00
RAYMOND URBAN	6	\$ 1,140.00
LEON VERMELINE	10	\$ 1,900.00
GARY PROCHASKA	70	\$ 13,860.00

**Total SWCP PAID: \$ 91,109.75**

**TOTALS 147 \$ 28,490.00**



**FYRA Engineering, LLC**

12702 Westport Parkway, Suite 300  
 Omaha, NE 68138  
 Phone: 402.502.7131  
 Fax: 402.932.6940

**INVOICE FOR SERVICES**

**Lower Platte North NRD**  
**Tom Mountford**  
**511 Commercial Park Road**  
**Wahoo, NE 68066**

**DATE:** 25 May 2020  
**PROJECT NO.:** 022-17-02  
**PERIOD COVERED:** 21 Mar 2020 Through 22 May 2020  
**INVOICE NO.:** 022-044  
**FED ID:** 45-5611118

**Project Name:** Wahoo Creek Watershed Plan/EA  
**Contract Amount:** \$574,990.00  
**31 Oct 2019 Addendum Amount:** \$48,000.00  
**Contract Date:** 8 December 2017

**022-17-02-1.02-Coord Meetings w/NRCS**

Description	Employee	Billing Rate	Hours	Current Due
Principal	Sotak, Mike	\$ 205.00	10.50 \$	2,152.50
Engineer	Kaufman, Janel	\$ 150.00	8.00 \$	1,200.00
<b>022-17-02-1.02-Coord Meetings w/NRCS</b>			<b>18.50 \$</b>	<b>3,352.50</b>

**022-17-02-1.04-Monthly Invoicing/Schedule**

Description	Employee	Billing Rate	Hours	Current Due
Admin	Stratton, Ann	\$ 75.00	1.00 \$	75.00
<b>022-17-02-1.04-Monthly Invoicing/Schedule</b>			<b>1.00 \$</b>	<b>75.00</b>

**022-17-02-1.06-Plan Review**

Description	Employee	Billing Rate	Hours	Current Due
Principal	Sotak, Mike	\$ 205.00	4.25 \$	871.25
Engineer	Kaufman, Janel	\$ 150.00	29.00 \$	4,350.00
Engineer Intern	Kelley, Connor	\$ 102.00	12.00 \$	1,224.00
Engineer Intern	Petrow, Anna	\$ 102.00	22.75 \$	2,320.50
<b>022-17-02-1.06-Plan Review</b>			<b>68.00 \$</b>	<b>8,765.75</b>
<b>Task 1 Total</b>			<b>\$</b>	<b>12,193.25</b>

**022-17-02-5-Additional services for the Wahoo Creek Watershed Plan-EA**

Description	Employee	Billing Rate	Hours	Current Due
Engineer Intern	Kelley, Connor	\$ 102.00	21.00 \$	2,142.00
<b>022-17-02-5-Additional services for the Wahoo Creek Watershed Plan-EA</b>			<b>21.00 \$</b>	<b>2,142.00</b>
<b>Task 5 Total</b>			<b>\$</b>	<b>2,142.00</b>

**TOTAL DUE CURRENT INVOICE: \$ 14,335.25**

**CONTRACT AMOUNT:** \$ 622,990.00  
**PREVIOUS BILLING:** \$ 602,310.23  
**CURRENT INVOICE:** \$ 14,335.25  
**TOTAL INV'D. TO DATE:** \$ 616,645.48  
**CONTRACT REMAINING:** \$ 6,344.52

**Make all checks payable to:**

FYRA Engineering, LLC  
 12702 Westport Parkway, Suite 300  
 Omaha, NE 68138

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

DATE: 25 May 2020  
 PROJECT NO.: 022-17-02  
 PERIOD COVERED: 21 Mar 2020 Through 22 May 2020  
 INVOICE NO.: 022-044  
 FED ID: 45-5611118

Project Name: Wahoo Creek Watershed Plan/EA  
 Contract Amount: \$574,990.00  
 31 Oct 2019 Addendum Amount: \$48,000.00  
 Contract Date: 8 December 2017

Summary for Invoice: 022-039  
 Project Name: Wahoo Creek Watershed Plan/EA

Tasks	Contracted Fee	Previously Billed	This Invoice	Total To Date
022-17-02-1.01 Coord Meetings w/LPNNRD	\$ 5,724	\$ 16,175.49	\$ -	\$ 16,175.49
022-17-02-1.02-Coord Meetings w/NRCS	\$ 8,904	\$ 7,788.75	\$ 3,352.50	\$ 11,141.25
022-17-02-1.03-Project Meetings	\$ 49,372	\$ 23,605.04	\$ -	\$ 23,605.04
022-17-02-1.04-Monthly Invoicing/Schedule	\$ 7,875	\$ 13,304.25	\$ 75.00	\$ 13,379.25
022-17-02-1.05-Project Scoping	\$ 7,170	\$ 7,068.75	\$ -	\$ 7,068.75
022-17-02-1.06-Plan Review	\$ 6,740	\$ 12,514.84	\$ 8,765.75	\$ 21,280.59
022-17-02-2.01-Develop, Write & Summarize Plan	\$ 60,100	\$ 83,011.48	\$ -	\$ 83,011.48
022-17-02-2.02-Maintain Admin Record	\$ 3,560	\$ 859.25	\$ -	\$ 859.25
022-17-02-2.03-Develop and Describe Purpose & Need	\$ 2,320	\$ 1,820.00	\$ -	\$ 1,820.00
022-17-02-2.04-Formulate, Describe & Compare Alternatives	\$ 27,270	\$ 19,239.25	\$ -	\$ 19,239.25
022-17-02-2.05-Collect & Analyze Social/Demographic Data	\$ 1,435	\$ 1,562.50	\$ -	\$ 1,562.50
022-17-02-2.06-Historic & Cultural Resources	\$ 675	\$ 9,869.00	\$ -	\$ 9,869.00
022-17-02-2.07-Prime & Unique Farmland	\$ 675	\$ 2,404.75	\$ -	\$ 2,404.75
022-17-02-2.08-Identify Wetlands & Other Water Bodies	\$ 117,145	\$ 102,862.36	\$ -	\$ 102,862.36
022-17-02-2.09-Collect Soils Data	\$ 810	\$ -	\$ -	\$ -
022-17-02-2.10-Identify and Anlyze Soil Erosion	\$ 810	\$ 1,952.75	\$ -	\$ 1,952.75
022-17-02-2.11-Collect & Analyze Floodplain Data	\$ 3,900	\$ 6,521.00	\$ -	\$ 6,521.00
022-17-02-2.12-Collect & Analyze Data on Critical Areas	\$ 6,300	\$ 3,071.00	\$ -	\$ 3,071.00
022-17-02-2.13-Identify Land Use and Crop Inventory	\$ 810	\$ 1,125.00	\$ -	\$ 1,125.00
022-17-02-2.14-T&E Species & Migratory Birds	\$ 11,500	\$ 12,192.50	\$ -	\$ 12,192.50
022-17-02-2.15-Consumptive Use Data	\$ 1,840	\$ 1,366.50	\$ -	\$ 1,366.50
022-17-02-2.16-Effects on Public Health & Safety	\$ 4,440	\$ 1,936.00	\$ -	\$ 1,936.00
022-17-02-2.17-Effects to Homes/Bus/Ag	\$ 4,440	\$ 4,124.75	\$ -	\$ 4,124.75
022-17-02-2.18-Cummulative Impacts	\$ 11,080	\$ 2,821.25	\$ -	\$ 2,821.25
022-17-02-2.19-Federal, State & Local Permits	\$ 1,790	\$ 1,775.00	\$ -	\$ 1,775.00
022-17-02-2.20-Conflicts w/Other Plans	\$ 4,460	\$ 3,822.50	\$ -	\$ 3,822.50
022-17-02-2.21-Interagency & Public Involvement	\$ 2,940	\$ 5,197.02	\$ -	\$ 5,197.02
022-17-02-2.22-Risk & Uncertainty	\$ 4,880	\$ 4,292.00	\$ -	\$ 4,292.00
022-17-02-2.23-Preferred Alternatives Discussion	\$ 11,840	\$ 14,006.00	\$ -	\$ 14,006.00
022-17-02-2.24-Mitigation Features	\$ 6,760	\$ 4,486.00	\$ -	\$ 4,486.00
022-17-02-2.25-Hydrologic Investigation	\$ 26,460	\$ 33,403.25	\$ -	\$ 33,403.25
022-17-02-2.26-Economic Data & Discussion	\$ 14,640	\$ 51,211.00	\$ -	\$ 51,211.00
022-17-02-2.27-Installation & Financing	\$ 2,600	\$ 775.00	\$ -	\$ 775.00
022-17-02-2.28-Operations, Maintenance & Replacement	\$ 3,240	\$ 740.00	\$ -	\$ 740.00
022-17-02-2.29-Project Maps	\$ 24,850	\$ 28,438.25	\$ -	\$ 28,438.25
022-17-02-2.30-Utility Investigations	\$ 5,200	\$ 1,940.00	\$ -	\$ 1,940.00
022-17-02-2.31-Recreation Site 77 Planning	\$ 7,350	\$ -	\$ -	\$ -
022-17-02-3.01-Interagency Scoping Mtg	\$ 10,720	\$ 6,396.50	\$ -	\$ 6,396.50
022-17-02-3.02-Agency Coord	\$ 7,680	\$ 6,181.00	\$ -	\$ 6,181.00
022-17-02-4.01-Breach Analysis	\$ 26,343	\$ 36,054.50	\$ -	\$ 36,054.50
022-17-02-4.02-Hydraulics/Structure Sizing	\$ 19,244	\$ 30,321.25	\$ -	\$ 30,321.25
022-17-02-4.03-Develop Land Rights & Structure Costs	\$ 29,784	\$ 29,048.25	\$ -	\$ 29,048.25
022-17-02-4.04-Land Rights Assessment	\$ 4,534	\$ 1,496.25	\$ -	\$ 1,496.25
022-17-02-4.05-Site Survey	\$ 14,779	\$ 5,080.00	\$ -	\$ 5,080.00
022-17-02-5-Additional services for the Wahoo Creek Watershed Plan-EA	\$ 48,000	\$ 450.00	\$ 2,142.00	\$ 2,592.00
<b>Totals:</b>	<b>\$ 622,990</b>	<b>\$ 602,310.23</b>	<b>\$ 14,335.25</b>	<b>\$ 616,645.48</b>

## Tom Mountford

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**From:** Mitchell, Lottie <Lottie.Mitchell@fremontne.gov> on behalf of Mitchell, Lottie  
**Sent:** Friday, May 29, 2020 1:41 PM  
**To:** Getzschman, Scott; Newton, Brian; Bob Missel (bob@sampters.com);  
dodgecoema@gmail.com; tmountford@lpnnrd.org; egottschalk@lpnnrd.org; John  
Miyoshi (johnmiyoshi@icloud.com); joel.jelkin@edwardjones.com  
**Cc:** Lowell Schroeder  
**Subject:** FW: budget for preapplication

Greetings,

This email is a request of the partners to discuss their participation level in the Rod and Gun Club breach repair project. Partners include: Rod and Gun Club, LPNNRD, Dodge County, and City of Fremont.

Community Development Block Grant funding in the amount of \$450,000 is being sought. A pre-application for the grant funding is being submitted today. We hope to receive an invitation to submit a full application by July 1, 2020. Our goal is to submit a full application on or shortly after July 1. Before submitting a full application we will need a commitment on your level of participation. A summary of the project budget showing the proposed participation levels is included below under Sources of Funds. We ask that the partners request approval from their governing bodies during the month of June and provide a letter of commitment by June 30.

We have a couple of questions we will need answered before we submit the full application.

- Will the ownership of the levee change? (Is the County considering ownership?)
- Who will be responsible for maintaining the levee?

Lowell and/or I will attempt to attend the governing body meetings. Please let us know the date, time and location of your meeting.



**Joint Water Management Advisory Board  
Meeting Minutes, May 19, 2019 - 9:00 A.M.  
Fremont Municipal Building, 2<sup>nd</sup> Floor Meeting Room,  
400 East Military, Fremont Nebraska**

1. **Meeting called to order.** A meeting of the Joint Water Management Advisory Board (JWMAB) was called to order by Bob Missel. It was noted that a copy of the Open Meetings Act is posted continually for public inspection near the entrance door and a notice of the meeting was printed in the Fremont Tribune.
2. **Roll call.** Authorized representatives and guests attending in person and by Zoom were asked to identify themselves and are shown on the attached attendance sheet. A quorum was established.
3. **Approval of the November 5, 2019 meeting minutes.** A motion was made by Nielsen and seconded by Saalfeld to approve the meeting minutes as submitted. Ayes: City of Fremont: Jacobus and Jensen; City of North Bend: Busse; Cotterell Dike: Eason; Ames Dike: Hansen; SID #5: Arps; Lower Platte North Natural Resource District (LPNNRD): Saeger and Pollard; Dodge County: Missel and Saalfeld; Inglewood: Nielsen; and North Bend Drainage: Ruzicka and Taylor. Nays: none. Motion carried 9-0.
4. **Dodge County Hazard Mitigation Grant Program (HMPG) projects update – Tom Smith, Dodge County Emergency Management Director.**
  - a. **Elkhorn Township Drainage Study.** Smith reported that Dodge County received that the Notice of Interest for a study of Elkhorn Drainage has been prioritized for an Advance Assistance Grant through the Nebraska Emergency Management Agency (NEMA). Smith is working with Haggerty (State consultant) on a final review of the plan.
  - b. **Platte River Gauge.** Smith reported that a grant of \$18,200, requiring a 25% local match, has been secured to install a river gauge on the Highway 77 Bridge. Smith will be working with various organizations to split the cost of the local match dollars as well as the ongoing operational costs.
  - c. **Residential Buyout and Construction.** Dodge County is working with 11 applicants that are interested in potentially using grants funds to help elevate their home out of the floodplain.
  - d. **Update on State Action Plan-Community Development Block Grant Disaster Recovery.** The State is working on the Action Plan and should be announcing the public comment period soon.
5. **Other flood related project updates.**
  - i. **Inglewood - Stormwater sewer system and lift station.** Albert Nielsen reported that Inglewood has hired JEO Consulting to help them with repairs to the sewer line, lift station, and Village streets damaged by the flood.
  - ii. **North Bend Drainage District - Drainage and bank improvement grant.** Larry Ruzicka reported that the District's Notice of Interest for \$1.7 million of work to the ditch and bank has been prioritized by NEMA. He noted that the flood waters from Shell Creek damaged the bank during the flood in 2019. The deadline to submit the full application to NEMA is June 30, but

considering the information that is required, this deadline will be impossible to meet. In a recent call with NEMA, the deadline might be extended to September 30, due to the COVID-19 pandemic. Newton suggested that the District develop a Request for Proposal (RFP) for design and construction, and solicit bids contingent upon an extension by NEMA, so the District would be prepared to meet a new application deadline. Members of the Board agreed with this approach.

- iii. **SID #3 (Ventura) flood mitigation efforts.** It was reported that Ventura Board approved a dredging project this summer and the dredged material will be placed in the open Rod & Gun Club breach.
- iv. **SID #5 (Timberwood) flood mitigation efforts.** Arps noted that FEMA has not yet prioritized the claim for their access road because of easement issues. Congressman Fortenberry, via Kim Kwapnioski, is aware of the issue.
- v. **Rod & Gun Club Levee repairs.** John Miyoshi reported that the Rod & Gun Club has committed up to \$200,000 to help fill their breach, but cost estimates from JEO are between \$400,000 and \$570,000. Members of the Board discussed various grant funding sources, including Emergent Threat under the Community Development Block Grant program.

## 6. City Grants update – Lottie Mitchell

### a. HMGP – Hazard Mitigation Grant Program

- i. **JWMB Resiliency Plan.** A Notice of Interest was submitted, but the Governor’s Task Force did not recommend prioritization because the Corp of Engineers claimed they did much of the work when studying the levee for Fremont.
- ii. **Residential Mitigation Actions.** The City initially had 40 applicants interested in elevating their home, but do to the changing guidelines from NEMA, only 8 remain.

### b. WSF – Water Sustainability Fund – matching funds for JWMB

**Resiliency Plan.** This was intended for the 25% match required by NEMA for the HMGP, but it was denied. Members of the Board discussed the possibility that this fund may work as the matching funds for the North Bend Drainage HMGP project.

### c. Rebuild the Heartland – 25% matching funds for HMGP Residential Mitigation Actions.

The Greater Dodge County Long Term Recovery Group has qualified for \$125,000 in grant funds to help City residents with their HMGP match (25%) as they elevate their homes.

### d. CDBG – Community Development Block Grant

- i. **Emergent Threat – Ames Dike and Fremont, Farmland, and Railroad Levee Repairs.** CDBG funds of \$485,000 are currently being used as the local 25% match for permanent repairs being made to the Ames Dike and \$72,000 of CDBG funds are being used to assess and survey the Fremont, Farmland and Railroad Levee and \$485,000 has been secured for tree removal.
- ii. **Disaster Relief Funding (\$108 million).** Dodge, Douglas and Sarpy Counties are eligible for up to \$87 million in Disaster Relief Funds.

Lottie said as soon as the applications are made available, the City will be submitting an application.

- e. **EDA FY2019 Disaster Supplemental Funding – JWMB Resiliency Plan.** Northeast Nebraska Economic Development District (NENEDD) is working on an EDA grant application for the Resiliency Plan. Tina Engelbart with NENEDD talked about the procurement process we used to award the proposed work under the Plan to JEO and how this will preclude JEO from bidding on any further engineering work funded through an EDA grant. Lalit Jha with JEO said he understood that, but still recommended we proceed with the EDA grant application.
7. **Other Grants.** Grant Hanson provided an update on the progress of the repairs to the Ames Dike and the CDBG funds being used as their local match with the Corps of Engineers. Lalit Jha with JEO reported that the grant from the Nebraska Natural Resources Commission has a deadline of July 31, 2020. He said this grant can fund 100% of both planning and construction activities; he will contact the commission to inquire about applying for a grant.
8. **Public Comments.** none
9. **Adjournment.** A motion was made by Pollard and seconded by Eason to adjourn the meeting at 10:05 am. By roll call vote, the motion was unanimously approved.

Minutes prepared by Brian Newton, Fremont City Administrator

May 19, 2020 JWMAB Attendees

Present:

Dodge County – Bob Missel, Dave Saalfeld, and Tom Smith

SID#5 – Mike Arps and Leslie Main

Lower Platte North NRD – Frank Pollard, Bill Saeger, Kelly Thompson, Gene Ruzicka,  
Lon Olson, Eric Gottschalk, and Tom Mountford

Ames Dike District – Grant Hansen

Cotterell Dike District – Mike Eason

City of North Bend – Theresa Busse

City of Fremont – Mark Jensen, Susan Jacobus, Brian Newton, and Mayor Scott  
Getzschman

Village of Inglewood – Albert Nielsen

North Bend Drainage District – Larry Ruzicka and Justin Taylor

Absent:

Elkhorn Township

SID#3 Ventura

Platte Township

Others:

Kim Kwapnioski, Congressman Fortenberry's Office

Tina Engelbart, Northeast Nebraska Economic Development District

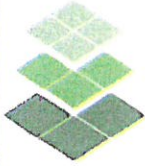
Lowell Schroeder, Northeast Nebraska Economic Development District

Lalit Jha, Dan Fricke and Jake Miriovsky, JEO Engineering

Joel Jelkin and John Miyoshi, Rod & Gun Club

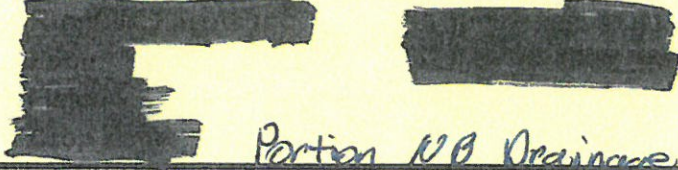
Julie Hindmarsh

Joan Musosai

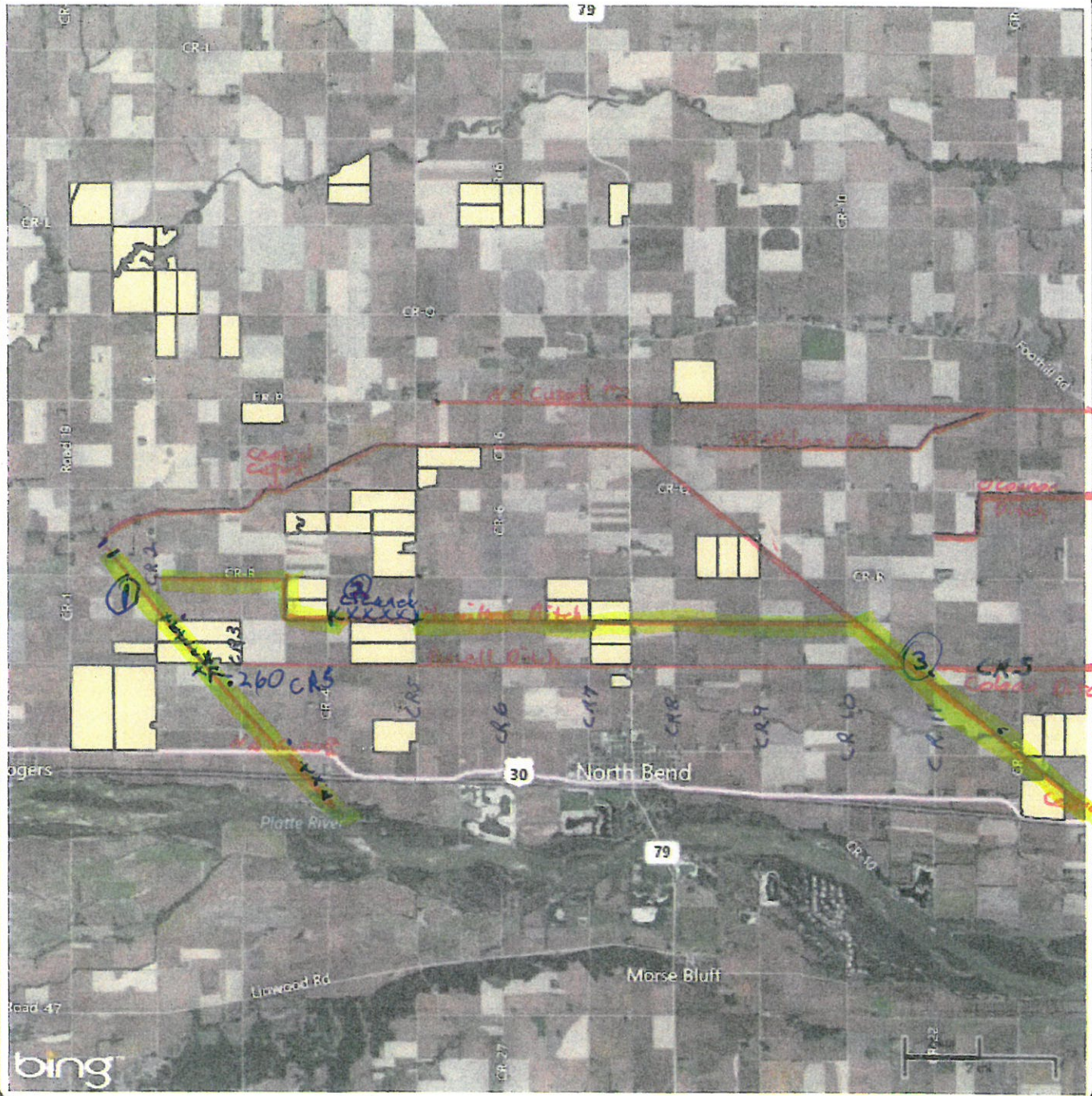


PIONEER FIELD 360

Current Map



Portion NB Drainage District



Fraction Cutoff

Goes To Fraction Cutoff

Goes To Fraction Cutoff

Central Cutoff

Location:

County: Dodge, NE  
Twp Rng Sec:

Directions:



Townships - 4

14700 - 14 sections

14700 - 14 sections

14700 - 14 sections

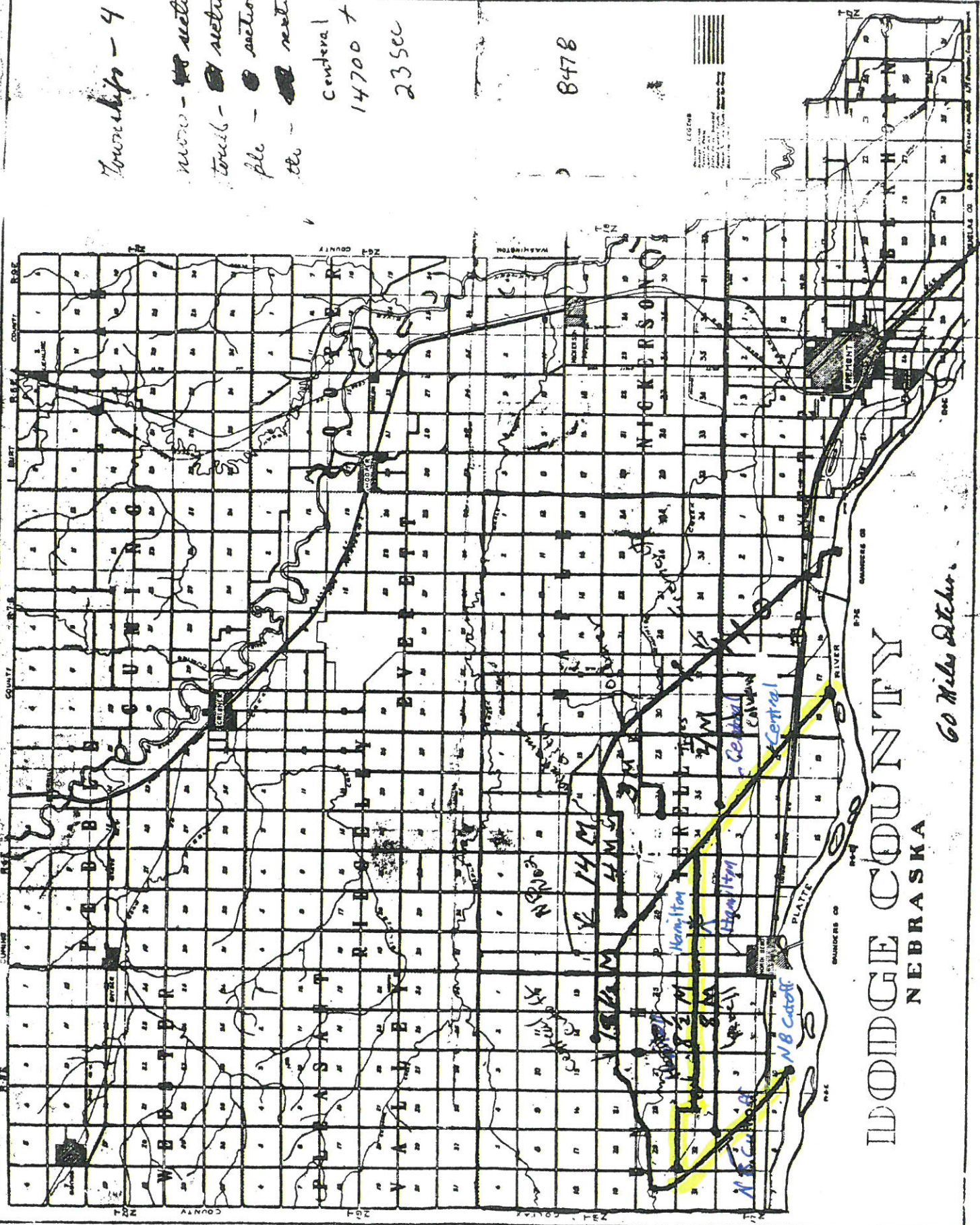
14700 - 14 sections

Central

14700 +

23 Sec

8478



# IDDODGE COUNTY NEBRASKA

60 Miles Ditch

## Repairs from Flood

- ① Clean or remove dirt and silt from NB Cutoff. Placing what is removed from ditch on East Side of ditch to replace dirt that was washed away when water went over ditch bank. Approx.  $3\frac{1}{2}$  to  $3\frac{3}{4}$  miles long.

Repair washouts with dirt and concrete. Definitely at 260 County Road 5 as in Sam. And probably at least 4 or 5 more spots on ditch.

- ② Clean Hamilton ditch for same reasons as above. We did 1 mile of this ditch between County Road 4 and 5. It was an emergency situation for keeping the water flowing. Approx. 7 miles. Not many washouts.

- ③ Clean Central Cutoff Approx 6 miles. Repair at least 6 washouts.

**Fremont Rod and Gun Club**  
**Permitting and Bank Stabilization Project**  
**Joint Water Management Advisory Board Meeting**  
**May 19, 2020**

On February 15 the Platte River breached the temporary levee repair at the Fremont Rod and Gun Club. This is the area where the North Bend Drainage Ditch and Platte River broke into the Club's Lake #8 in 2019 and proceeded to do extensive damage in Dodge County, Inglewood and Fremont.

The Joint Water Management Advisory Board recommended a repair that would stop these flows during normal discharges and was approved and paid for by Fremont, Dodge County, Lower Platte North NRD and Fremont Rod and Gun Club. High water flows will overtop this project and a permanent solution is needed to protect the downstream public and infrastructure.

An opportunity occurred when Sanitary and Improvement District No. 3 of Dodge County Nebraska (Lake Ventura) revealed their intent to dredge their lake in the fall of 2020. It is possible to use the dredged material (68,700 cubic yards) as fill material to replace the breached R&G levee. Ventura needs to waste the dredged material and the adjacent location of the R&G Club makes for a perfect fit. JEO Engineering calculates that 45,570 cubic yards of material is needed to replace the breach and the 2020 work completed by the JWMAB would provide for prevention of under-seepage. Ventura's \$937,340 contract for the work is set for this fall with \$20,000 to be paid by the Rod and Gun Club for shaping.

Unfortunately the project needs a Corps Permit that requires stabilization so future floods do not damage the project (the project is located in the flood plain). The cost for the permitting and stabilization is estimated by JEO to be \$393,530.

Fremont Rod and Gun Club's finances are completely exhausted from repair work and cleanup preformed in 2019 and 2020. The Club is requesting the Joint Water Management Advisory Board consider member financing so that this opportunity to work with Lake Ventura is not lost.

We have a great opportunity to reduce the chance of another 2019 flood damaging our communities.

**ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST**  
**Rod & Gun Club Flood Repairs**  
**Fremont, NE**  
**JEO Project No. 190890.01**

Date Prepared:  
 March 25, 2020



**ESTIMATE OF QUANTITIES**

Item #	Description	Unit	Quantity	Unit Price	Total	
<b>BASE BID - Lake #8 Berm Repair</b>						
1.	Mobilization	LS	1	\$7,500.00	\$7,500	
2.	Bonding and Insurance	LS	1		\$0	
3.	Sand Fill	CY	45,570	\$0.00	\$0	
4.	Clay Borrow, Imported	CY	5,100	\$25.00	\$127,500	
5.	Rip Rap	TON	3,700	\$45.00	\$166,500	
6.	8" Topsoil, Imported	CY	3,300	\$12.50	\$41,250	
7.	Silt Fence Low Permeability	LS	1	\$5,000.00	\$5,000	
8.	Seeding	AC	4.0	\$2,500.00	\$10,000	
9.	Pipe Support	LS	1	\$0.00	\$0	
				Construction Subtotal	Base Bid	\$357,750
				Contingency	10%	\$35,780
				<b>Total Opinion of Construction Cost</b>		<b>\$393,530</b>

JEO Consulting Group Inc.'s (JEO) Opinions of Probable Cost provided for herein are to be made on the basis of JEO's experience and qualifications and represent JEO's best judgment. However, since JEO has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, JEO cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Cost prepared by JEO.

# Hazard Mitigation Plan Project Update

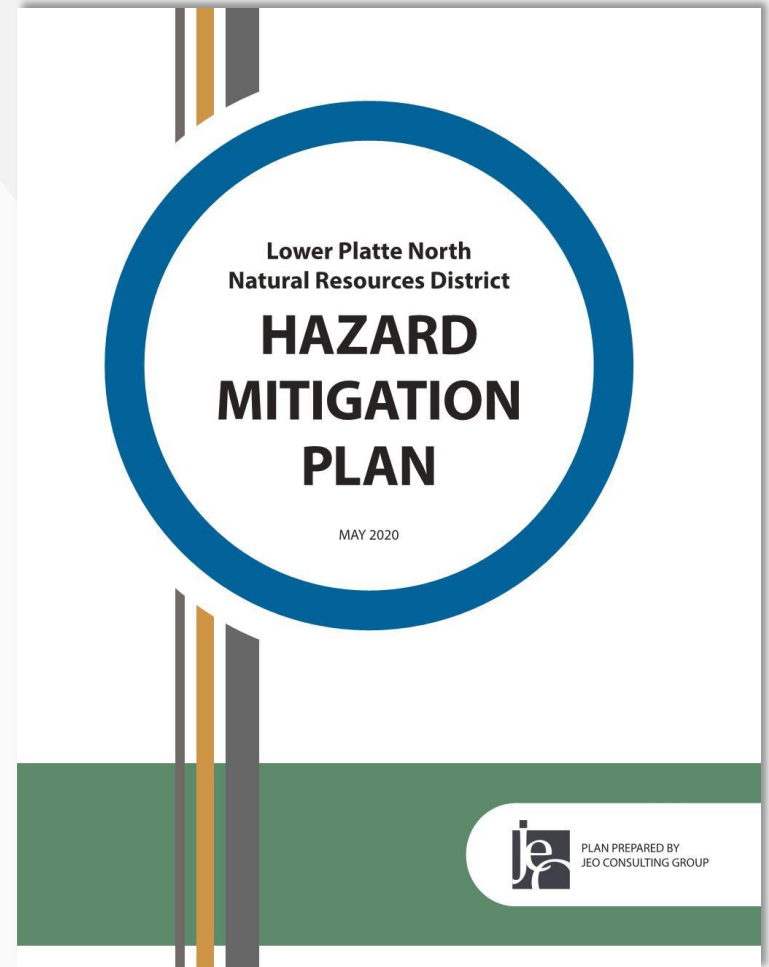
Lalit Jha  
May 28, 2020





# HMP Project Status

- Hazard Mitigation Plan submitted to NEMA/FEMA on May 14, 2020
  - Thank you for your review and comments!
- Both agencies combined allowed up to 90 days for review
- However, NEMA indicated they were fast-tracking the review process
  - To ensure HMGP funding availability for mitigation projects





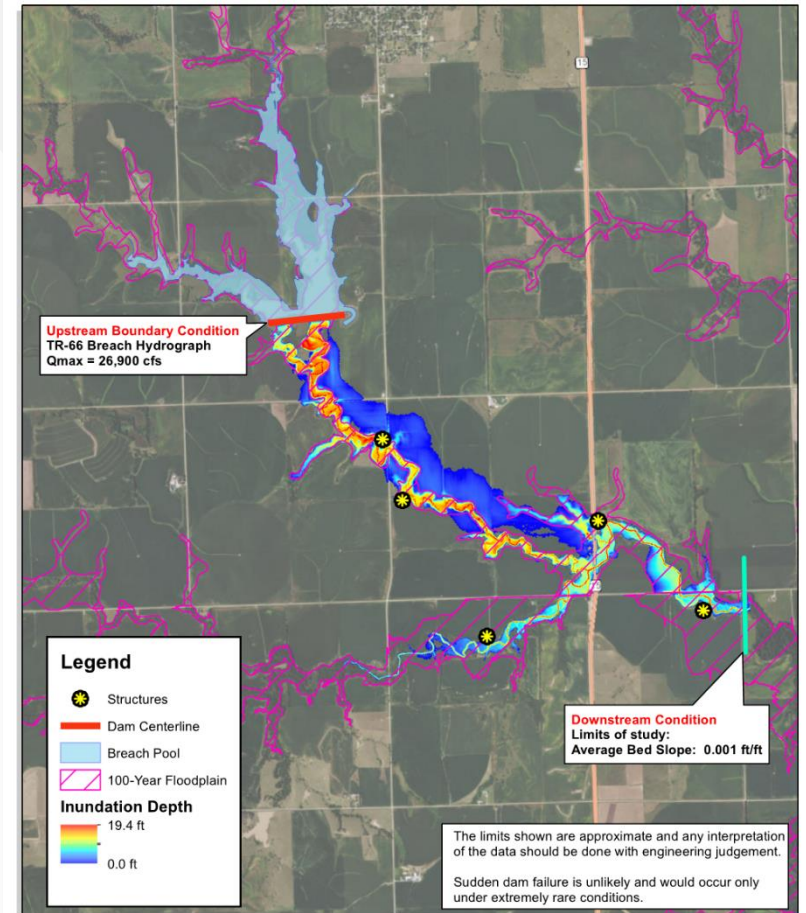
## HMP Project Status

- ✓ Project fee of \$22,000 remains
  - \$16,500 reimbursed through FEMA grant
- ✓ Three possibilities:
  - Dam Breach Inundation Mapping
  - Levee Failure Tabletop Exercise
  - Dam Failure Tabletop Exercise



# Dam Breach Inundation Mapping

- Cost: \$2,200/dam
- Map dam breach inundation area
- Benefits:
  - Limit future development in inundation area
  - Emergency response and planning



Created By: ABN  
Revised: 08/31/2014  
Software: ArcGIS 10.2  
File: SwanCreek35\_breachMap.mxd

This map was prepared using information from recent drawings, available to the public, and other applicable data. Swann Creek, a public or private waterway, is shown and its location is not guaranteed. The accuracy of the map or the information used to prepare this map, this is not a scaled plot.

**Swan Creek 35**  
Dam Breach Overview Map

0 1,500 3,000 Feet





# Levee (or Dam) Failure Tabletop Exercise



- Cost: \$13,500
- Prepare & facilitate tabletop exercise
- After-Action Report
- Benefits:
  - Significant stakeholder engagement (local, state, & federal agencies)
  - Identify areas for improvement
  - Builds resiliency and preparedness



Invoice

May 29, 2020  
Project No: R170337.00  
Invoice No: 117088  
Invoice Amount: 16,208.84

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 May 15, 2020**

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
<b>Lump Sum Phase(s)</b>					
Project Management	\$9,750.00	97 %	\$9,457.50	\$9,262.50	\$195.00
Public and Stakeholder Engagement	\$30,005.00	100 %	\$30,005.00	\$30,005.00	0.00
Data Collection	\$7,500.00	100 %	\$7,500.00	\$7,500.00	0.00
Develop Mitigation Plan	\$41,495.00	98 %	\$40,665.10	\$40,665.10	0.00
Submission and Adoption of the HMP	\$4,250.00	74 %	\$3,145.00	\$425.00	\$2,720.00
Parcel-Level Flood Risk Assessment - Fremont	\$62,500.00	97 %	\$60,859.26	\$56,595.30	\$4,263.96
Parcel-Level Flood Risk Assessment - Schuyler	\$62,500.00	95 %	\$59,667.78	\$50,637.90	\$9,029.88
Project Screening and Additional Project Tasks	\$32,000.00	31 %	\$10,000.00	\$10,000.00	0.00
<b>Total</b>	<b>\$250,000.00</b>		<b>\$221,299.64</b>	<b>\$205,090.80</b>	<b>\$16,208.84</b>
<b>Total Amount Due Upon Receipt</b>					<b>\$16,208.84</b>

Email invoice to: Tom Mountford: [tmountford@lpnrd.org](mailto:tmountford@lpnrd.org) & Jill Breunig: [jbreunig@lpnrd.org](mailto: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 May 22, 2020**

- 
- 1. Overall Project and Budget Status:**
    - Project Completion: 99%                      Budget: 99%
  
  - 2. Work completed during current period (thru May 22, 2020)**
    - a. Hazard Mitigation Plan Update**
      - Incorporated requested changes from jurisdictions to HMP
      - Completed final review and format of HMP for submittal
      - Submitted HMP to NEMA/FEMA for review on May 14, 2020
    - b. Fremont Parcel Level Assessment**
      - Completed and submitted to NEMA/FEMA parcel assessment report
    - c. Schuyler Parcel Level Assessment**
      - Completed and submitted to NEMA/FEMA parcel assessment report
  
  - 3. Planned accomplishment for next period (May 22 – June 19, 2020):**
    - a. Hazard Mitigation Plan Update**
      - Work with NRD on deciding if and what to apply remaining budget to and attend committee meeting. Possible projects include:
        - Dam Inundation Mapping
        - Levee Failure Tabletop Exercise
        - Dam Failure Tabletop Exercise
      - Revise HMP as required by NEMA/FEMA, if needed
      - Provide notice of approval and adoption resolutions post plan approval
      - Provide information to the NRD and other stakeholders as requested
    - b. Fremont Parcel Level Assessment**
      - None
    - c. Schuyler Parcel Level Assessment**
      - None
  
  - 4. Action items:**
    - Provide correspondence as needed
  
  - 5. Project schedule:**
    - On schedule
  
  - 6. Information from NRD or Planning Team:**
    - None
  
  - 7. Next Meeting Dates and Times:**
    - None

**SERVICES CONTRACT**

CUSTOMER NAME: City of Fremont / Don Cunningham  
PROPERTY NAME: City of Fremont – Johnson Lake, 2055 Parkview Road, Fremont, NE  
CONTRACT DATE: May 26, 2020  
SUBMITTED BY: Jennifer Bonzani

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The fee for **Option 1: Drop Ship AquaMaster 2 HP Fountain** is **\$5,946.00**. The Customer shall pay **100%** of this service fee upon execution of this Agreement.  
The fee for **Option 1: Drop Ship RGBW Lighting Option** is **\$4,398.00**. The Customer shall pay **100%** of this service fee upon execution of this Agreement.  
The fee for **Option 2: Drop Ship AquaMaster 3.5 HP Fountain** is **\$6,712.00**. The Customer shall pay **100%** of this service fee upon execution of this Agreement.  
The fee for **Option 2: Drop Ship RGBW Lighting Option** is **\$4,674.00**. The Customer shall pay **100%** of this service fee upon execution of this Agreement.

Should the Services be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.  
Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of

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the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or

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otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CITY OF FREMONT – JOHNSON LAKE

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**Option 1: 2HP Fountain**

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

**Option 1: RGBW Lighting Option**

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

**Option 2: 3.5HP Fountain**

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

**Option 2: RGBW Lighting Option**

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

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**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23451**

**Customer's Address for Notice Purposes:**

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### **SCHEDULE A – FOUNTAIN DROP SHIP**

Fountain:

1. Company will provide the following floating surface aerator:

**Option 1:**

**1 AquaMaster Masters Series 2 HP (208-240V/1PH)\*\***

Includes: **Crown & Wide Geyser Nozzle**  
Standard Stainless-Steel Intake Debris Screen  
**150 ft.** of underwater power cable  
Underwater Oil Cooled motor w/ Thermal Protection  
Control Panel (UL Listed / NEMA Rated)  
GFCI Protection Breaker  
Control Breaker  
Motor Starter / Contactor  
Motor Overload Protection Assembly  
Programmable Digital Timer\*  
Control Fuse Protection  
Motor Start & Run Capacitors

**Option 1: RGBW Lighting:**

1. Fountain will include an LED RGBW (red, green, blue, white) Underwater Lighting Package.

Includes: **4 Underwater LED RGBW Lights (40 Watt)**  
**150 ft. of underwater power cable 14/5**  
Control panel that is Factory Pre-Programmed with color assortment and holiday themes. It includes a calendar feature for automatic on/off programming of shows throughout the year.  
GFCI Protection Breaker  
Control Breaker  
Automatic Digital Programmable Timer\*  
Control Fuse Protection

**Option 2: Fountain**

**1 AquaMaster Masters Series 3.5 HP (208-240V/1PH)\*\***

Includes: **Crown and Wide Geyser Nozzle**  
Standard Stainless-Steel Intake Debris Screen  
**150 ft.** of underwater power cable  
Underwater Oil Cooled motor w/ Thermal Protection  
Control Panel (UL Listed / NEMA Rated)  
GFCI Protection Breaker  
Control Breaker  
Motor Starter / Contactor  
Motor Overload Protection Assembly  
Programmable Digital Timer\*  
Control Fuse Protection  
Motor Start & Run Capacitors

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**Option 2: RGBW Lighting:**

1. Fountain will include an LED RGBW (red, green, blue, white) Underwater Lighting Package.

Includes: **4 Underwater LED RGBW Lights (40 Watt)**

**150 ft. of underwater power cable 14/5**

Control panel that is Factory Pre-Programmed with color assortment and holiday themes. It includes a calendar feature for automatic on/off programming of shows throughout the year.

GFCI Protection Breaker

Control Breaker

Automatic Digital Programmable Timer\*

Control Fuse Protection

*\*Programmable digital timer includes complete daily programmability, automatic adjustments for daylight savings time, battery backup, etc. so as to eliminate the need for service calls and adjustments that occur as a result of power outages, sunrise and sunset time changes, daylight savings time, and more.*

*Easy programming with daily, weekly & impulse programming (up to 20 events)*

*LED power indicator*

*LCD screen display*

*Lithium battery for memory backup*

*Three-way operation manual*

*Digital Electronics time switch*

*One touch, multi-functional keys*

*\*\*Customer must provide a properly sized power source for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 115V units will require a 1-pole breaker for fountain control panel electrical connection and must be configured with 2 wire (1 hot + 1 neutral) and 1 ground wire. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. For all three-phase units customer must provide 208/240V or 460V power source with a 3-pole breaker for fountain control panel electrical connection and must be configured with 4 wire (3 hots + 1 neutral) and 1 ground wire for Control Panel to be connected. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.*

General:

1. Company is a Manufacturer Certified Sales, Service, and Repair Company.
2. All Fountains & Aerators are total component UL LISTED or ETL Listed.

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Warranty:

1. Manufacturer warrants ½ HP fountains for three (3) years, 1-5HP fountains for five (5) years, and 7-25HP fountains for four (4) years from the date of purchase against any defects in materials and workmanship.
2. Manufacturer warrants light sets for three (3) years from the date of purchase against any defects in materials and workmanship.
3. Manufacturer warrants all other components for three (3) years from the date of purchase against any defects in materials and workmanship.
4. The manufacturer's warranty will be voided if:
  - a. The fountain aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

**SERVICES CONTRACT**

CUSTOMER NAME: City of Fremont / Don Cunningham  
PROPERTY NAME: City of Fremont – Johnson Lake, 2055 Parkview Road, Fremont, NE  
CONTRACT DATE: May 26, 2020  
SUBMITTED BY: Jennifer Bonzani

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1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The fee for **Option 1: Drop Ship Kasco 2 HP Fountain** is **\$4,698.00**. The Customer shall pay **100%** of this service fee upon execution of this Agreement.  
The fee for **Option 1: Drop Ship RGB Lighting Option** is **\$2,586.00**. The Customer shall pay **100%** of this service fee upon execution of this Agreement.  
The fee for **Option 2: Drop Ship Kasco 3 HP Fountain** is **\$5,282.00**. The Customer shall pay **100%** of this service fee upon execution of this Agreement.  
The fee for **Option 2: Drop Ship RGB Lighting Option** is **\$2,586.00**. The Customer shall pay **100%** of this service fee upon execution of this Agreement.

Should the Services be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.  
Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of

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the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or

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otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CITY OF FREMONT – JOHNSON LAKE

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**Option 1: 2HP Fountain**

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

**Option 1: RGB Lighting Option**

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

**Option 2: 3HP Fountain**

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

**Option 2: RGB Lighting Option**

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

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**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23451**

**Customer's Address for Notice Purposes:**

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### **SCHEDULE A – FOUNTAIN DROP SHIP**

#### Fountain:

1. Company will provide the following floating surface aerator:

#### **Option 1: Fountain**

##### **1 Kasco J Series 8400JF150 2 HP\*\* (208-240V/1 PH)**

Includes: **150 ft.** of underwater power cable  
Interchangeable Nozzle with Six (6) Patterns  
C-85 Control Panel  
GFCB Protection  
24-Hour Timer  
Surge Protection  
120V GFI Protected Lighting Outlet  
Photocell for Light Operation

#### **Option 1: RGB Lighting:**

Floating Fountain will include the Kasco Underwater **RGB6C5-150 LED Color Changing** Lighting.

Package Includes:

**6** Underwater **RGB LED** Lights (5 Watt)  
RGB Control Module  
24-Hour timer  
**150 ft. of underwater power cable**  
9 available colors  
3 Automatic Sequencing Modes  
Standard 3.5mm input for music device for rhythmic sequencing

#### **Option 2: Fountain**

##### **1 Kasco J Series 3.1JF150 3 HP\*\* (208-240V/1 PH)**

Includes: **150 ft.** of underwater power cable  
Interchangeable Nozzle with Six (6) Patterns  
C-95 Control Panel  
GFCB Protection  
24-Hour Timer  
Surge Protection  
120V GFI Protected Lighting Outlet  
Photocell for Light Operation

#### **Option 2: RGB Lighting:**

Floating Fountain will include the Kasco Underwater **RGB6C5-150 LED Color Changing** Lighting.

Package Includes:

**6** Underwater **RGB LED** Lights (5 Watt)  
RGB Control Module  
24-Hour timer  
**150 ft. of underwater power cable**

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9 available colors  
3 Automatic Sequencing Modes  
Standard 3.5mm input for music device for rhythmic sequencing

*\*\*Customer must provide a properly sized power source for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 115V units will require a 1-pole breaker for fountain control panel electrical connection and must be configured with 2 wire (1 hot + 1 neutral) and 1 ground wire. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. For all three-phase units customer must provide 208/240V or 460V power source with a 3-pole breaker for fountain control panel electrical connection and must be configured with 4 wire (3 hots + 1 neutral) and 1 ground wire for Control Panel to be connected. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.*

General:

1. Company is a Manufacturer Certified Sales, Service, and Repair Company.
2. All Fountains & Aerators are total component UL LISTED or ETL Listed.

Warranty:

1. Manufacturer warrants the fountain for **three (3) years** from the date of purchase against any defects in materials and workmanship.
2. Manufacturer warrants **lights for two (2) years** from the date of purchase against any defects in materials and workmanship.
3. Manufacturer warrants **all other components for one (1) year** from the date of purchase against any defects in materials and workmanship.
4. The manufacturer's warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer performs any service, repair, or other work to the fountain aeration system.
  - b. The fountain aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

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## MASTERS SERIES

### CROWN & WIDE GEYSER

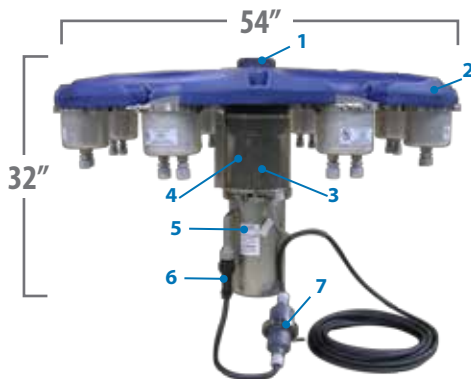
#### BASIC FLOW PATTERN (BFP)

VERTICAL ONLY

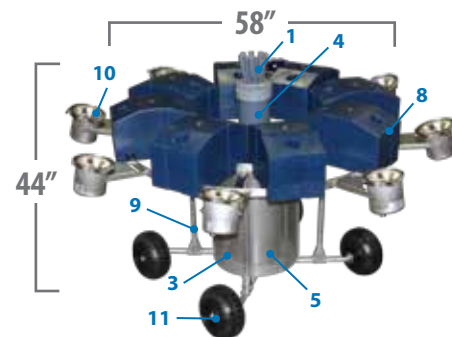


HORSEPOWER	1	2	3 & 3½	5	7½	10
HT ft UPPER	12	15	20	22	27	31
HT x DIA ft LOWER	5 x 35	6 x 40	6 x 42	7 x 50	9 x 52	10 x 54
ELECTRICAL RATING Ph   VOLTAGE   AMPS	1   120   19	1   208-240   12.6	1 (3½HP)   208-240   15.2	1   208-240   27.1	1   220-240   42	1   220-240   60
	3   208-240   9.6	3   208-240   6.3	3 (3HP)   208-240   10.1	3   208-240   18	3   208-240   26.4	3   208-240   36
	3   208-240   5.4	3   440-480   3.1	3 (3HP)   440-480   5.1	3   440-480   9	3   440-480   13.2	3   440-480   18
3   440-480   2.7						
HT m UPPER	3.5	4.3	5.2	6.7	8.2	10.4
HT x DIA m LOWER	1.8 x 9.1	1.7 x 10.6	2.1 x 9.7	3.1 x 15.2	2.7 x 15.8	3 x 16.5
ELECTRICAL RATING Ph   VOLTAGE   AMPS	1   220-230   8	1   208-230   10.5	1   220-230   19	1   208-230   24	3   380-415   12	3   380-415   18
	3   380-415   2.6	3   380-415   3.7	3   380-415   5	3   380-415   8		

## MASTERS SERIES® DESIGN TYPES



**1 - 5 HP Masters Series  
Vertical Design**  
(Min. Operating Depth - 3ft.)



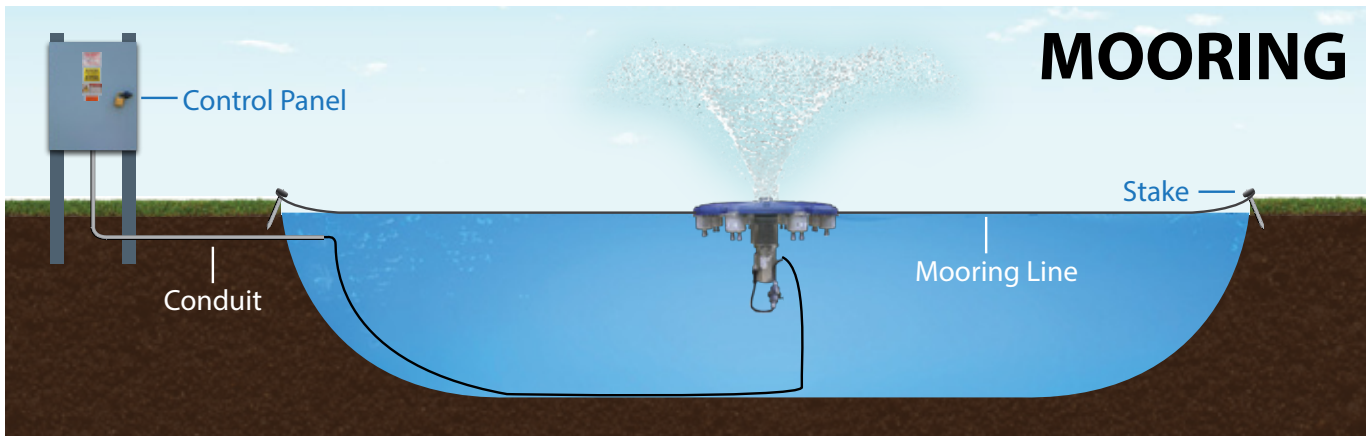
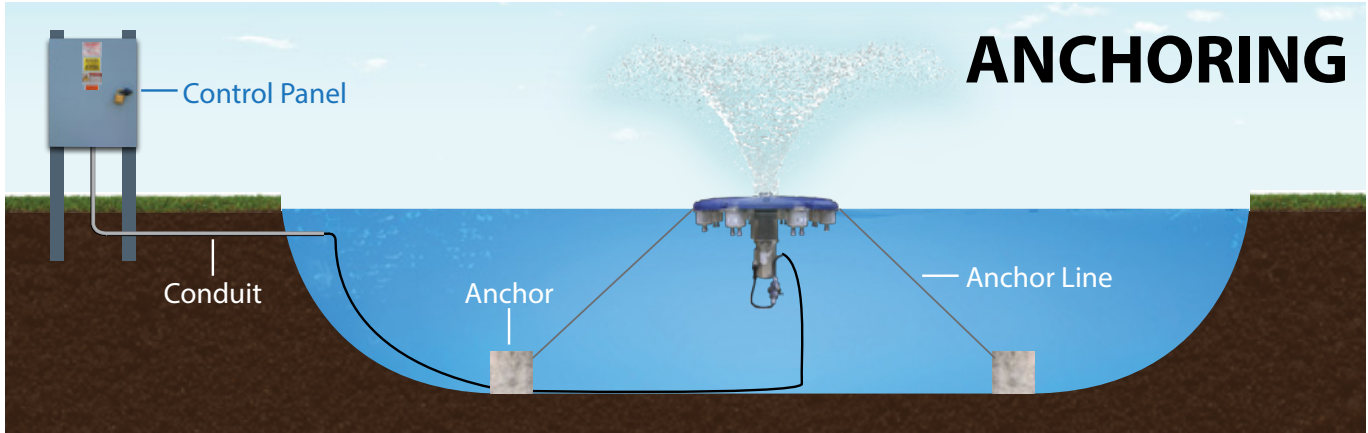
**7.5 - 10 HP Masters Series  
Cart Design**  
(Min. Operating Depth - 4ft.)

- 1 - Interchangeable nozzles
- 2 - Low profile float design with recessed pockets for LED & RGBW Lighting
- 3 - Stainless steel intake screen
- 4 - Patented, high-efficiency molded composite impeller system
- 5 - Exclusive custom-designed oil-cooled energy efficient motors with stainless steel motor housing and top plate

- 6 - AquaLock Connector (ALC) electrical quick disconnect
- 7 - Exclusive underwater cable disconnect
- 8 - Individual high density polyethylene floats are in-water adjustable
- 9 - Rugged stainless steel compact cart design
- 10 - Adjustable Night Glow LED or RGBW Lighting
- 11 - Oversized floatation type tires for ease of launching

**MASTERS SERIES**

**INSTALLATION**

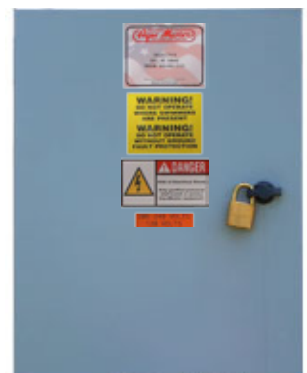


**CONTROL PANEL**



**CONTROL PANEL COMPONENTS**

- Outdoor rated, lockable enclosure constructed of galvanized steel powder coated gray
- Standard enclosure size 16" x 16" x 6" for 1-5HP and 24" x 20" x 6" for 7.5-10HP (1Ph) 30" x 24" x 8" for 7.5-10HP (3Ph)
- Overcurrent protection
- Ground fault protection
- Motor contactor and overload
- Capacitors (single phase only)
- Digital timers with battery backup
- LED lighting circuit included in all control panels
- Custom Control Panels for multiple units and options available



Joe Cadieux  
Senior Biologist/Owner  
Midwestponds  
833-779-2837

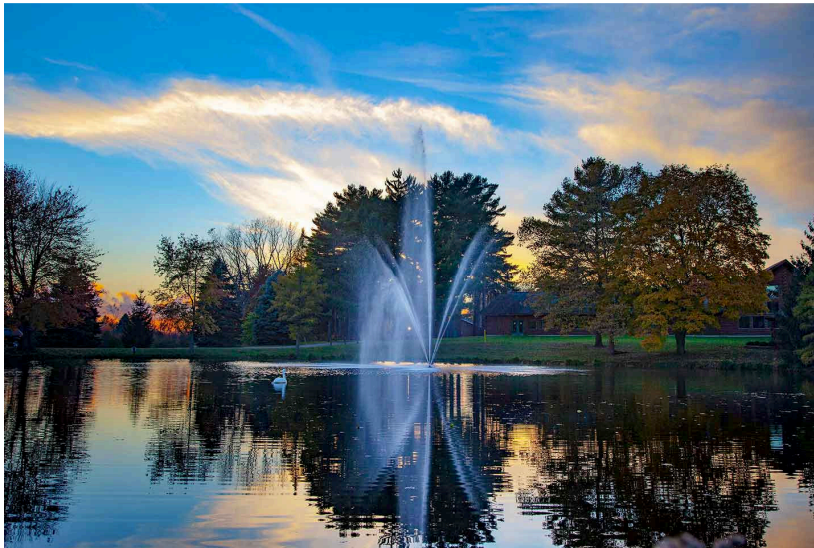
Don Cunningham  
City of Fremont  
725 N Park Ave  
Fremont, NE 68025

Mr. Cunningham,

Thanks so much for your interest. I have put together an estimate for you for several options regarding your fountain project. NOTE: there is a ton more information on these fountains available, please let me know if you want more detail on any one unit.

Here is a list of fountains and lights per our conversation:

Scott Aerator – 3HP Atriarch Fountain:



- 230-volt, 3-hp, oil-free motor. 150ft Cord
- 180 gallons-per-minute flow rate.
- Center stream is 60ft high. Side streams shoot out 70ft wide.
- Two 20-pound weights or concrete blocks required for anchoring (not included).
- Two nylon ropes required for anchoring (not included).
- Designed for 24-hour-per-day operation.
- No need to remove fountain in winter. Fountain is ice proof.
- No maintenance required.
- 60" minimum pond depth required.
- Motor specs: 60 Hz, single phase, 14 amps, 3000 watts.
- 5-year motor warranty.
- NO control panel/timer included (\$200.00 – cost of 230V mechanical timer)

- **\$5337.50 – free shipping**

Scott Aerator 3HP Amherst Fountain:



- 230-volt, 3-hp, oil-free motor, 150ft Cord.
- 170 gallons-per-minute flow rate.
- Center stream is 30 feet high, 25ft Wide
- Side jets' angled spray pattern is 25 feet in diameter.
- Two 20-pound weights or concrete blocks required for anchoring (not included).
- Two nylon ropes required for anchoring (not included).
- Designed for 24-hour-per-day operation.
- No need to remove fountain in winter. Fountain is ice proof.
- No maintenance required.
- 60-inch minimum pond depth required.
- Motor specs: 60 Hz, single phase, 14 amps, 3000 watts.
- 5-year motor warranty.
- NO control panel/timer included (\$200.00 – cost of 230V mechanical timer)
- **Price \$5337.50 – free shipping**

Kasco J Series 3 HP Decorative Fountain 6 patterns included:



Birch 14.5Hx10W



Willow 13H x 35W



Spruce 21H x 13W



Linden 19H x 35 W



Redwood 24H x 8W



Willow 13H x 48W

- 3 year motor warranty (5year extended warranty available)
- 6 patterns to choose from
- Greater volume of water but less height than the Scott fountains
- Control panel w/ timer
- 230V single phase – 13.4 amps
- Easier to install than Scott units – More compact/refined looking design
- Mineral oil in can for cooling – Fish safe
- Must be removed and stored inside during winter
- **Price: \$5255.00**

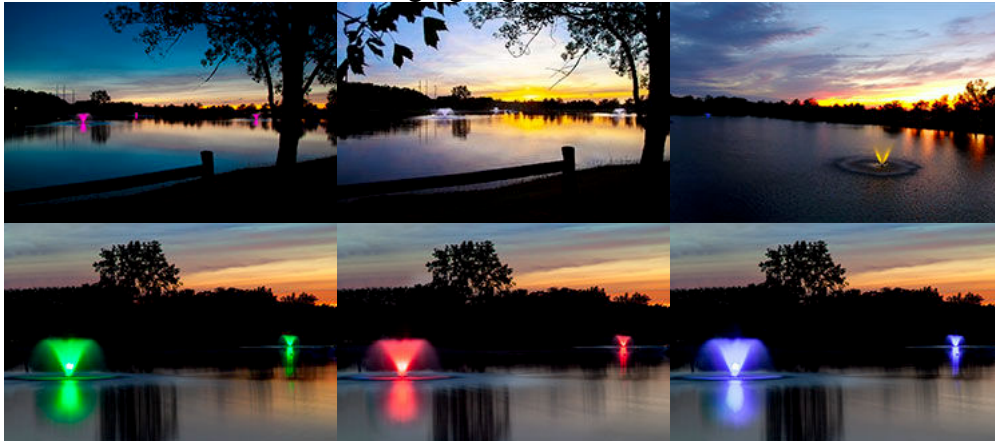
Scott Aerator 4 fixture RGB LED color changing lights:



Kasco RGB lighting system --150ft cord

- choose from 9 colors
- 3 rhythmic sequencing patterns
- 5 brightness levels
- kits can even be set to music by using a 3.5mm to 3.5mm auxiliary audio cord and any other playing device with standard AUX output.
- Composite fixtures
- Remote control
- Control panel and timer
- Available in 3 or 6 fixtures
- 6 fixture Price: **\$2750.00**

Scott Aerator RGB Color-Changing Light kit:



Scott 4 fixture RGB LED lighting – 150ft cord:

- Remote control
- 8 colors to choose from – Rotating sequence unlocks many more colors

- Stainless steel lights and mounting brackets
- Programmable timer
- Durable exterior grade power supply
- 110 volt
- 15 watts per fixture
- 1230 lumens
- Two year warranty on the fixtures and brackets, one year warranty on transformer and power cord
- Price **\$1830.00**

Thanks for calling in, once you select a Brand/model I will submit a formal quote on that unit for you confirm and authorize. Please feel free to contact me anytime with questions.

Thank you so much for your interest

JOE CADIEUX  
Senior Biologist / Owner  
Midwestponds  
833-779-2837



# 3.1JF

## Aerating Fountain

3HP, 240V, Single Phase



Includes all 6 Patterns

Patterns (Upper L to R)

- Redwood**—24'H x 8'W
- Linden**—19'H x 4.5'W Inner, 8'H x 35'W Outer
- Spruce**—21'H x 13'W
- Birch**—14.5'H x 10'W  
(Operating w/out nozzle)

Patterns (Lower L to R)

- Willow**—13'H x 35'W
- Juniper**—9'H x 48'W

**Quick Facts**

- ⇒ Complete Package includes Assembled Motor Unit, Power Control Panel, UV Resistant High Density Thermoplastic Float, Three 50' Braided Nylon Mooring Lines, SJTOW Rated 3 Wire Power Cable, and 5 UV Resistant Glass Filled Thermoplastic Deflector Nozzles to Create 6 Unique Patterns
- ⇒ Operates in 24" (61cm) of Water
- ⇒ Total Package Listed by ETL to meet UL and CSA Standards for Safety in Water
- ⇒ Sacrificial Zinc Anode Installed for Corrosion Protection and use in Salt Water Applications
- ⇒ Series 300 Austenitic Stainless Steel Construction of Exposed Metal; Salt Water Compatible
- ⇒ 3 Year Warranty
- ⇒ UPS Shippable
- ⇒ Power Cable Potted Quick Disconnect on 12 Gauge & Larger Cord Options with Stainless Steel Strain Relief
- ⇒ Optional Bronze Halogen Lighting or LED Lighting Available
- ⇒ 2 Light Sets per Fountain with Optional Brackets
- ⇒ Energy Efficient with Excellent GPM/kW Rates
- ⇒ Industrial Strength Design
- ⇒ Top Intake for Shallow Water Operation
- ⇒ Bottom Screen with 84 Vertical Screening Bars with Less Than 1" Gaps to Keep Debris Out and Allow for Maximum Water Flow Into the Unit with additional mesh bottom screening

**Features**

**Motor Unit**

- ⇒ 3HP, 240V, Single Phase
- ⇒ 1750 RPM Motor
- ⇒ Oil Cooled, Continuous Duty Rated
- ⇒ Two Long Life Bearings
- ⇒ Thermal Overload Protection
- ⇒ Fully Unitized Heavy Duty Silicon Carbide Mechanical Seal
- ⇒ Series 300 Austenitic Stainless Steel Motor Can with Engineering Grade Thermoplastic Top

**Fountain Components**

- ⇒ Single UV Resistant Thermoplastic Impeller
- ⇒ UV Resistant Thermoplastic Cone and Fountain Housing with 300 Series Stainless Steel Hardware
- ⇒ All 5 Deflector Nozzles Included with 300 Series Stainless Steel Hardware
- ⇒ Glass Filled UV Resistant Thermoplastic Deflectors
- ⇒ Quick Nozzle Change/Replacement

**Control Panel**

- ⇒ U.L. Listed per N.E.C.
- ⇒ 20 Amp Class A Human Rated GFCB
- ⇒ Surge Protector
- ⇒ 24 Hour Mechanical Timer for Lights
- ⇒ NEMA Type 3r/4x Thermoplastic Enclosure
- ⇒ 24 Hour Mechanical Timer for Unit
- ⇒ Terminal Block for Wiring

**Float**

- ⇒ UV Resistant High Density Thermoplastic
- ⇒ 3-Piece Lap Joint Float
- ⇒ Protective Coated 300 Series Stainless Steel Hardware
- ⇒ Protective Coated, 300 Series Stainless Steel Top and Bottom Screens with additional 3/4" mesh bottom screening
- ⇒ Three 50' Braided Nylon Mooring Ropes

**Power Cable**

- ⇒ SJTOW UL, CSA, & NEC Approved Underwater Rated Cable
- ⇒ 3 Wire
- ⇒ Available in 50', 100', 150', 200', 250', 300', & 400' (500' special order) Options (Cord Gauges depend on length)
- ⇒ Potted Quick Disconnect and Stainless Steel Strain Relief on 12 AWG and Larger Cords
- ⇒ 6' Flex Sleeve Protection

**Optional Lights**

- ⇒ 3 or 6 ETL Approved Bronze, Halogen 75W, MR-16 Fixtures with thermal overload protection
- ⇒ 3 or 6 Light LED, Sealed Fixtures with Quick Connect Splitter and No Bulb Changing
- ⇒ 2 x 3 Light Kits recommended

# Kasco 3.1JF Specifications

Model #	HP	Cord Length	Cord Gauge*	Voltage/Phase/Hz	Running Amps	Lock Rotor Amps	Sugg. Pond Size (SA) **	Min. Depth of Operation	Shipping Weight	Number of Boxes
3.1JF050	3	50'	14/3	240/1/60	13.4	61	Up to 1.5	24"	150 Lbs.	3
3.1JF100	3	100'	12/3	240/1/60	13.4	61	Up to 1.5	24"	161 Lbs.	4
3.1JF150	3	150'	12/3	240/1/60	13.4	61	Up to 1.5	24"	168 Lbs.	4
3.1JF200	3	200'	10/3	240/1/60	13.4	61	Up to 1.5	24"	197 Lbs.	4
3.1JF250	3	250'	10/3	240/1/60	13.4	61	Up to 1.5	24"	210 Lbs.	4
3.1JF300	3	300'	10/3	240/1/60	13.4	61	Up to 1.5	24"	224 Lbs.	4
3.1JF400	3	400'	8/3	240/1/60	13.4	61	Up to 1.5	24"	339 Lbs.	4

\* 12 AWG and Larger Cords included potted quick disconnect and stainless steel strain relief.

\*\* Surface acreage (SA) is determined by multiplying length x width of the pond. The actual shape, depth, and oxygen demand should be considered when selecting a unit size.

## Kasco Optional Lighting Package Specifications

Model #	Cord Length	Number of Fixtures	Voltage/Phase/Hz	Wattage Per Fixture	Total Wattage	Lens Position	Shipping Weight	Number of Boxes
LR375050	50'	3	120/1/60	75	225	Above Water	20 Lbs.	1
LR375100	100'	3	120/1/60	75	225	Above Water	24 Lbs.	1
LR375150	150'	3	120/1/60	75	225	Above Water	28 Lbs.	1
LR375200	200'	3	120/1/60	75	225	Above Water	31 Lbs.	1
LR375250	250'	3	120/1/60	75	225	Above Water	35 Lbs.	1
LR375300	300'	3	120/1/60	75	225	Above Water	38 Lbs.	1
LR375400	400'	3	120/1/60	75	225	Above Water	56 Lbs.	1
LED3125050	50'	3	120/1/60	9	27	Above Water	9 Lbs.	1
LED3125100	100'	3	120/1/60	9	27	Above Water	13 Lbs.	1
LED3125150	150'	3	120/1/60	9	27	Above Water	16 Lbs.	1
LED3125200	200'	3	120/1/60	9	27	Above Water	20 Lbs.	1
LED3125250	250'	3	120/1/60	9	27	Above Water	23 Lbs.	1
LED3125300	300'	3	120/1/60	9	27	Above Water	29 Lbs.	1
LED3125400	400'	3	120/1/60	9	27	Above Water	34 Lbs.	1

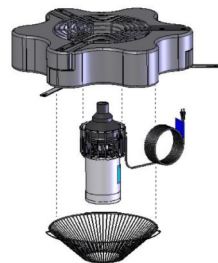
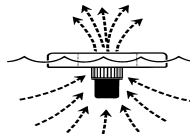
LR Light Kits include a built in, remote Low Voltage Transformer.

LED Light Kits include drivers in each fixture.

### Operation

- ⇒ Submersed motor with top intake draws water into the fountain housing and pushes the water past the deflector nozzle and into the air.
- ⇒ Individual water droplets absorb oxygen from the atmosphere and return to the body of water transferring oxygen from the air and into the water.
- ⇒ Moving water mixes and agitates the water, spreading oxygenated water throughout.
- ⇒ Single impeller and deflector nozzle design allows for greater water flow with a lower likelihood of clogging.
- ⇒ Stainless Steel bottom screen

During unit operation, water is circulated from 360. Top intake for shallow water operation.



The motor unit attaches using stainless steel hardware. 3 section, U.V. resistant, high density thermoplastic float. Bottom screen to protect the unit from debris.



Each unit includes a UL Approved, 240V Power Control Panel complete with Class A Human Rated GFCB, 24 Hour Mechanical Timer, Surge Protector, and 24 Hour Timer for the optional lights. NEMA Type 3r/4x Thermoplastic enclosure.



The Optional Bronze Lighting mounts to the float. ETL approved for Floating Fountains; UL-676. LED Lights also available.

Kasco Marine, Inc.  
800 Deere Rd.  
Prescott, WI 54021

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# 8400JF

## Aerating Fountain

2HP, 240V, Single Phase



Includes all 6  
Patterns

Patterns (Upper L to R)

- Redwood**—22'H x 7'W
- Linden**—18'H x 4'W Inner, 9'H x 30'W Outer
- Spruce**—19'H x 10'W
- Birch**—12'H x 11'W  
(Operating w/out nozzle)

Patterns (Lower L to R)

- Willow**—12.5'H x 28'W
- Juniper**—8'H x 46'W

**Quick Facts**

- ⇒ Complete Package includes Assembled Motor Unit, Power Control Panel, UV Resistant High Density Thermoplastic Float, Three 50' Braided Nylon Mooring Lines, SJTOW Rated 3 Wire Power Cable, and 5 UV Resistant Glass Filled Thermoplastic Deflector Nozzles to Create 6 Unique Patterns
- ⇒ Operates in 20" (51cm) of Water
- ⇒ Total Component Listed by ETL to meet UL and CSA Standards for Safety in Water
- ⇒ Sacrificial Zinc Anode Installed for Corrosion Protection and use in Salt Water Applications
- ⇒ Series 300 Austenitic Stainless Steel Construction of Exposed Metal; Salt Water Compatible
- ⇒ 3 Year Warranty
- ⇒ UPS Shippable
- ⇒ Power Cable Potted Quick Disconnect on 12 Gauge and Larger Cord Options with Stainless Steel Strain Relief
- ⇒ Optional Bronze Halogen Lighting or LED Lighting Available
- ⇒ 2 Light Sets per Fountain with Optional Brackets
- ⇒ Energy Efficient with Excellent GPM/kW Rates
- ⇒ Industrial Strength Design
- ⇒ Top Intake for Shallow Water Operation
- ⇒ Bottom Screen with 84 Vertical Screening Bars with Less Than 1" Gaps to Keep Debris Out and Allow for Maximum Water Flow Into the Unit with additional mesh bottom screening

**Features**

**Motor Unit**

- ⇒ 2HP, 240V, Single Phase
- ⇒ 1750 RPM Motor
- ⇒ Oil Cooled, Continuous Duty Rated
- ⇒ Two Long Life Bearings
- ⇒ Thermal Overload Protection
- ⇒ Fully Unitized Heavy Duty Silicon Carbide Mechanical Seal
- ⇒ Series 300 Austenitic Stainless Steel Motor Can with Engineering Grade Thermoplastic Top

**Fountain Components**

- ⇒ Single UV Resistant Thermoplastic Impeller
- ⇒ UV Resistant Thermoplastic Cone and Fountain Housing with 300 Series Stainless Steel Hardware
- ⇒ All 5 Deflector Nozzles Included with 300 Series Stainless Steel Hardware
- ⇒ Glass Filled UV Resistant Thermoplastic Deflectors
- ⇒ Less than 5 Minute Nozzle Change/Replacement

**Control Panel**

- ⇒ U.L. Listed per N.E.C.
- ⇒ 20 Amp Class A Human Rated GFCB
- ⇒ Surge Protector
- ⇒ 24 Hour Mechanical Timer for Lights
- ⇒ NEMA Type 3r/4x Thermoplastic Enclosure
- ⇒ 24 Hour Mechanical Timer for Unit
- ⇒ Terminal Block for Wiring

**Float**

- ⇒ UV Resistant High Density Thermoplastic
- ⇒ 3-Piece Lap Joint Float
- ⇒ Protective Coated 300 Series Stainless Steel Hardware
- ⇒ Protective Coated, 300 Series Stainless Steel Top and Bottom Screens with additional 3/4" mesh bottom screening
- ⇒ Three 50' Braided Nylon Mooring Ropes

**Power Cable**

- ⇒ SJTOW UL, CSA, & NEC Approved Underwater Rated Cable
- ⇒ 3 Wire
- ⇒ Available in 50', 100', 150', 200', 250', 300', & 400' (500' special order) Options (Cord Gauges depend on length)
- ⇒ Potted Quick Disconnect and Stainless Steel Strain Relief on 12 AWG and Larger Cords
- ⇒ 6' Flex Sleeve Protection

**Optional Lights**

- ⇒ 3 or 6 ETL Approved Bronze, Halogen 75W, MR-16 Fixtures with thermal overload protection
- ⇒ 3 or 6 Light LED, Sealed Fixtures with Quick Connect Splitter and No Bulb Changing
- ⇒ 2 x 3 Light Kits recommended

## Kasco 8400JF Specifications

Model #	HP	Cord Length	Cord Gauge*	Voltage/Phase/Hz	Running Amps	Lock Rotor Amps	Sugg. Pond Size (SA) **	Min. Depth of Operation	Shipping Weight	Number of Boxes
8400JF050	2	50'	14/3	240/1/60	11	40	Up to 1	20"	134 Lbs.	3
8400JF100	2	100'	12/3	240/1/60	11	40	Up to 1	20"	144 Lbs.	4
8400JF150	2	150'	12/3	240/1/60	11	40	Up to 1	20"	151 Lbs.	4
8400JF200	2	200'	12/3	240/1/60	11	40	Up to 1	20"	157 Lbs.	4
8400JF250	2	250'	12/3	240/1/60	11	40	Up to 1	20"	163 Lbs.	4
8400JF300	2	300'	10/3	240/1/60	11	40	Up to 1	20"	206 Lbs.	4
8400JF400	2	400'	8/3	240/1/60	11	40	Up to 1	20"	321 Lbs.	4

\* 12 AWG and Larger Cords included potted quick disconnect and stainless steel strain relief.

\*\* Surface acreage (SA) is determined by multiplying length x width of the pond. The actual shape, depth, and oxygen demand should be considered when selecting a unit size.

## Kasco Optional Lighting Package Specifications

Model #	Cord Length	Number of Fixtures	Voltage/Phase/Hz	Wattage Per Fixture	Total Wattage	Lens Position	Shipping Weight	Number of Boxes
LR375050	50'	3	120/1/60	75	225	Above Water	20 Lbs.	1
LR375100	100'	3	120/1/60	75	225	Above Water	24 Lbs.	1
LR375150	150'	3	120/1/60	75	225	Above Water	28 Lbs.	1
LR375200	200'	3	120/1/60	75	225	Above Water	31 Lbs.	1
LR375250	250'	3	120/1/60	75	225	Above Water	35 Lbs.	1
LR375300	300'	3	120/1/60	75	225	Above Water	38 lbs.	1
LR375400	400'	3	120/1/60	75	225	Above Water	56 lbs.	1
LED3125050	50'	3	120/1/60	9	27	Above Water	9 Lbs.	1
LED3125100	100'	3	120/1/60	9	27	Above Water	13 Lbs.	1
LED3125150	150'	3	120/1/60	9	27	Above Water	16 Lbs.	1
LED3125200	200'	3	120/1/60	9	27	Above Water	20 Lbs.	1
LED3125250	250'	3	120/1/60	9	27	Above Water	23 Lbs.	1
LED3125300	300'	3	120/1/60	9	27	Above Water	29 Lbs.	1
LED3125400	400'	3	120/1/60	9	27	Above Water	34 Lbs.	1

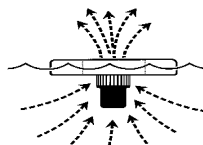
LR Light Kits include a built in, remote Low Voltage Transformer.

LED Light Kits include drivers in each fixture.

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