

Projects Committee Meeting
Thursday, October 1, 2020 7:30 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

| | | | | |
|-----------|----|--------------------|-------------------|--------|
| B. 20-S-8 | C. | D. Norman Lindgren | E. \$ 6,044.25 | F. TOT |
| G. | H. | I. | J. | K. |

L. SWCP Payments

M. SWCP Cancellations

N. Wahoo Creek Cost Share Approvals

3. WATERSHEDS

A. Shell Creek

1. Shell Creek Environmental Enhancement Plan Implementation

No new information.

a. Tom Sprunk Bank Stabilization/Wetlands Project

LPNNRD, LPNNRD & SCWIG have been assisting Tom Sprunk with selecting a contractor for completing his grade stabilization/wetlands project. Mr. Sprunk has been working with Wemhoff Construction on a bid for completing the project. Wemhoff has adjusted his bid to lower the total cost to

\$46,170.77 for completing the project. Jim Reedy, NRCS Project Engineer, has indicated that that price appears reasonable for work being completed at this time so Mr. Sprunk has notified the contractor to proceed. LPNNRD has approved 75% landowner assistance up to a maximum of \$40,000 assistance. LPNNRD 75% would be \$34,628 based on the projected project components. We will also provide 75% assistance for the seed which will be completed by the landowner.

b. Shell Creek Grant Funding Update

No new information.

c. Shell Creek Channel Improvement/Benching Project Update

Matt Bailey has reported that the North Channel (of the U.P. Railroad Bridge near County Road 15) portion of the Shell Creek Channel Improvement/Benching Project has been completed, including seeding. We anticipate receiving an invoice for payment soon. Colfax County continues to move toward completing the South Channel work and all landowners appear to be on board with project plan. Matt said that Pruss Construction will complete all of the south work immediately this fall, but hold off on work on property directly south of the bridge until a 404 permit is obtained.

The U.P. Railroad has said they will start work on their bridge replacement this November with plans to complete the project within the first quarter of 2021. The bridge replacement on county road 14 is moving along very well as it is anticipated that the bridge deck will be completed the week of October 5th.

2. Shell Creek Septic System Upgrade Application

| | |
|----------------|---------------|
| 3. Jerry Korte | 4. \$4,800.00 |
|----------------|---------------|

B. Wahoo Creek Watershed

1. Wahoo Creek Dam Site Planning Update & FYRA Invoices

NRCS has formally approved our agreement amendment to pay for the additional economics analysis they are requiring for the Wahoo Creek Watershed Plan. As authorized by Board, General Manager Gottschalk has signed the NRCS amendment and the contact amendment with FYRA for completing the work.

Both executed amendments are attached.

2. Wahoo Creek Watershed Water Quality Plan Phase II

a. Mike Chvatal Dam

The Mike Chvatal dam has been certified by NRCS staff and the contractor

has submitted a bill. The total cost of the project came in at the bid price of \$61,808.65. The Board had previously approved up to 75% cost-share on this project based off of the low bid of \$61,808.65 up to total payment of \$46,356.49.

3. Olsson Design Update and Invoice

No new information. We anticipate an invoice from Olson by the Board Meeting.

4. JOINT WATER MANAGEMENT ADVISORY BOARD

A. North Bend Drainage District Project

FYRA continues to assist the North Bend Drainage District, Dodge County, Fremont and LPNNRD on the FEMA assistance application. Things have been going favorable so far as it appears the cost benefit ratio will be more than 1:1 that is required for potential assistance.

B. Platte River Breach Repair Project (Rod & Gun Club)

The involved partners (Fremont, Dodge County, Fremont Rod & Gun Club & LPNNRD) have been obtaining official approval on the Agreement that was passed by LPNNRD on September 14 (attached). JEO has been selected as the project engineering firm and the next step will be for the partners select a contractor through the bidding process.

We also received the Fremont Rod and Gun Club's signature on the agreement (attached). The Club is asking that the following be considered as the project moves forward:

John Miyoshi, Club President, sent the following suggestions for a future amendment to be considered by Fremont, Dodge County and LPNNRD.

"My Board has one request that can be handled by one of the following two suggestions:"

1. An amendment to the Agreement on item #2 adding language that would name all four signees as fiscally responsible. (or)
2. In each of the two mentioned contracts have all four amendment signees listed.

C. Platte River Camera/Sensor Project

All partners (Fremont, Dodge County, PMRNRD, and LPNNRD) have approved the Interlocal Agreement to establish cameras and water sensors at key locations along the Platte River. We are planning to install five cameras and two sensors in October-November after FEMA approves funding for the project which is anticipated soon.

5. NEBRASKA BUFFER STRIP PROGRAM

A. Nebraska Buffer Strip Program Payments

| B. Contract Holder | C. Acres | D. Annual Payment |
|------------------------------|-------------|-------------------|
| E. Janice Wilke Trust | F. 2.98 | G. \$190.16 |
| H. Mary Theresa Norton Trust | I. 8 | J. \$1,757.44 |
| K. Mary Theresa Norton Trust | L. 13.7 | M. \$3,009.62 |
| N. Mary Theresa Norton Trust | O. 11.2 | P. \$2,399.04 |
| Q. Tom Sprunk | R. 2.1 | S. \$472.50 |
| T. Mark Wilke | U. 4.81 | V. \$457.91 |
| W. Ronald Anderson | X. 6.9 | Y. \$593.61 |
| Z. Ronald Anderson | AA. 6 | BB. \$166.32 |
| CC. Charles Barjenbruch* | DD. 9.5 | EE. \$229.24 |
| FF. James Barjenbruch* | GG. 4.8 | HH. \$126.19 |
| II. James Barjenbruch* | JJ. 8.2 | KK. \$215.58 |
| LL. Hill Valley Farms* | MM. 16.5 | NN. \$3,712.50 |
| OO. Ed Luetkenhaus* | PP. 4 | QQ. \$900.00 |
| RR. Francis Shanle* | SS. 9.5 | TT. \$247.00 |
| UU. Tom Sprunk* | VV. 0.8 | WW. \$180.00 |
| XX. Tom Sprunk* | YY. 12.5 | ZZ. \$2,812.50 |
| AAA. Dean Klug Family Trust | BBB. 6.3 | CCC. \$232.72 |
| DDD. Norman Lindgren | EEE. 2.1 | FFF. \$83.16 |
| GGG. Rod Julsen | HHH. 23.1 | III. \$5,197.50 |
| JJJ. Kaye Lidolph | KKK. 7.8 | LLL. \$1,381.30 |
| MMM. | NNN. | OOO. |
| PPP. | QQQ. | RRR. |
| SSS. Total | TTT. 160.79 | UUU. \$24,364.29 |
| VVV. | | |

*Denotes final contract year.

WWW. Nebraska Buffer Strip Program Applications

| | | |
|-----------------------|------------|------------------|
| XXX. Rezac Farms Inc | YYY. 4.7 | ZZZ. \$1,057.50 |
| AAAA. Rezac Farms Inc | BBBB. 3.6 | CCCC. \$786.96 |
| DDDD. Rezac Farms Inc | EEEE. 1 | FFFF. \$218.60 |
| GGGG. Rezac Farms Inc | HHHH. 1.4 | IIII. \$306.04 |
| JJJJ. Rezac Farms Inc | KKKK. 1.7 | LLLL. \$371.62 |
| MMMM. Rezac Farms Inc | NNNN. 3.5 | OOOO. \$787.50 |
| PPPP. TOTAL | QQQQ. 15.9 | RRRR. \$3,528.22 |

6. HAZARD MITIGATION PLAN UPDATE

As has been reported earlier, our District-wide Hazard Mitigation Plan has received FEMA approval that now allows potential FEMA funding assistance for all entities that have participated in our plan. Related additional tasks associated with the Plan (Fremont & Schuyler Parcel Level Flood Risk Assessments and the Dam Breach Overall work) have been completed or nearly complete. Attached is JEO's final \$4,262.50 invoice for work completed under components approved under our contract totaling \$236,100. NEMA will reimburse LPNNRD 75% (\$3,196.88),

7. EROSION AND SEDIMENT RULES AND REGULATIONS

8. OTHER

A. Johnson Lake Aeration Project Update

Don Cunningham reported that October 1st, is installation day for the aeration system. TNT electric is bringing power to the lake shore as well. He has Victory Marine contributing the boat to get the aeration system to the center of the lake and two Fremont firemen scuba divers to anchor it to the bottom. Their playground will also be finished on Thursday. They have a celebration planned at the Lake on Saturday, October 3rd.

We may receive a payment request by the October 12th Board Meeting.

Attached find bills for the fountain electrical totaling \$9,411.96 the NRD agreed to pay 50% which is \$4,705.98. A motion will be needed to pay this amount.

B. NRCS 2020 Conservation Accomplishments in LPNNRD

Attached is Mark Walkenhorst's (NRCS District Conservationist) report on conservation practices completed in 2020 within the LPNNRD.

C. Wolfe Project Repair Update

As you recall, in 1995, LPNNRD sponsored an eight jetty project on Dan Wolfe property located about four miles south of Richland on the Platte River. This project was completely destroyed by the 2019 flooding. The original total project cost was approximately \$110,560 (low bid), with NRCS emergency funds covering 75% of the expense. LPNNRD provided a maximum of \$13,820, Dan Wolfe provided up to \$8,820 and Colfax County \$5,000. The project was to not only help prevent Platte River floods from destroying landowners property, but also to protect county roads. One of the biggest concerns at the time was the possibility of a large Platte River flood event flowing north into Lost Creek and eventually flood portions of Schuyler.

Since 2019, we have have numerous discussions with the landowners and Colfax county about pursuing the repair/replacement. LPNNRD also has worked with

FEMA/NEMA to potentially access approximately \$800,000, which would represent 75% assistance for projects along the Platte River.

Colfax County has taken the initial lead by attempting to bring Schuyler in as a potential partner and work with Northeast Economic Development District on the possibility for receiving a community block grant to assist with the 25% local share of a potential project. From recent indications from Colfax County, it appears that Schuyler has not expressed much interest in being a project partner and receiving community block grant funds to assist with the local cost share doesn't look very promising. We have asked the county to make a final decision very soon about whether or not they want to pursue a project, as the time to move forward with FEMA funding is growing short. There might be a possibility of using the available funds toward another project, but it is unclear what that might be at this point.

9. ADJOURNMENT

SWCP Monthly Report

SWCP # STATUS NAME

APPROVED SMALL DAM PROJECTS:

15-S-12 Approved Mike Chvatal

APPROVED SUMMER PROJECTS:

| | |
|--------|-----------------------|
| 20-S-1 | Dennis Beranek |
| 20-S-2 | Randy Beranek |
| 20-S-3 | Rick Beranek |
| 20-S-4 | Elaine Kaspar |
| 20-C-1 | Louis Lutjelusche* |
| 20-C-2 | Terry & Spring Wendt* |
| 20-C-3 | Randy Brabec* |
| 20-P-1 | Keith Runge* |
| 20-P-2 | Jeff Lusche* |
| 20-D-1 | Diers Family Farm |

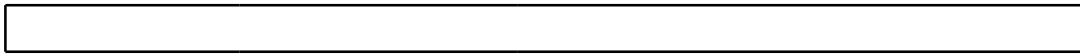
TOTAL SUMMER APPROVALS

APPROVED FALL PROJECTS:

| | |
|--------|-----------------------|
| 20-B-1 | Joseph Hanis |
| 20-B-2 | Dwayne Lanc |
| 20-S-5 | John Kaspar |
| 20-S-6 | Dave Vrana |
| 20-S-7 | Robert & Linda Fickes |
| 20-S-8 | Dennis Brabec* |

20-P-3
20-S-8

Merlin Groteluschen*
Norman Lindgren



TOTAL FALL APPROVALS

TOTAL FY20 SWCP APPROVAL



PAID PROJECTS

| SWCP # | STATUS | NAME |
|---------------|---------------|-----------------------|
| 20-C-2 | PAID | Terry & Spring Wendt* |
| 20-P-2 | PAID | Jeff Lusche* |
| 20-S-1 | PAID | Dennis Beranek |
| 20-S-2 | PAID | Randy Beranek |
| 20-S-3 | PAID | Rick Beranek |
| 19-S-5 | PAID | Hartman Family Trust |

Total SWCP PAID:



September 3, 2020

SWCP LOCAL
SWCP TREE ALLOCATION
STATE ALLOCATION
CASH CARRY-OVER
AMOUNT SPENT
CASH BALANCE
ALLOCATION %

AMOUNT PROJECT

\$ 46,356.00 Small Dam

\$ 10,000.00 TOT

\$ 10,000.00 TOT

\$ 10,000.00 TOT

\$ 12,500.00 WASCOB/TO

\$ 12,123.00 Planned grazing system

\$ 12,500.00 Planned grazing system

\$ 6,534.56 Grass Waterway

\$ 11,276.95 Livestock well (solar)

\$ 10,759.69 Livestock well (solar)

\$ 18,964.65 Livestock well (solar)

\$ 114,658.85

\$ 12,500.00 WASCOB w/ TO

\$ 12,500.00 TOT/WASCOB w/TO

\$ (12,500.00) TOT/WASCOB w/TO

\$ 3,210.00 Terrace enlargement

\$ 10,000.00 TOT/WASCOB w/TO

\$ 20,130.09 Grassed Waterway

\$ 6,653.05 Livestock well/forage planting
\$ 6,044.25 TOT

\$ 58,537.39

\$ 173,196.24

LANDS FOR CONSERVATION

| | AMOUNT | PROJECT | Name |
|----|---------------|------------------------|-------------------------------|
| \$ | 7,464.60 | Planned Grazing System | MARVIN PTACEK |
| \$ | 7,866.78 | Livestock well (solar) | STEVE VASA |
| \$ | 7,866.90 | TOT | GREGG FUJAN |
| \$ | 3,850.83 | TOT | ROGER FUJAN |
| \$ | 5,961.97 | TOT | MARCELLA BARTEK TRUST |
| \$ | 12,500.00 | TOT | ROBERT POKORNY |
| | | | CARL & DOROTHY PETERSON TRUST |
| | | | GEORGE CEJKA |
| | | | GARY PROCHASKA |

TOTALS

SHELL CREEK SEP

Name

JAMES BROCK

RANDY BRABEC

JOHN SONDERMAN

BRANDON GROTELUSCHEN

TOTAL

\$

45,511.08

TOTAL



VATION (GRANT FUNDED)

Acres

Amount

| | | |
|----|----|----------|
| 24 | \$ | 4,752.00 |
| 16 | \$ | 3,168.00 |
| 10 | \$ | 1,980.00 |
| 13 | \$ | 2,574.00 |
| 16 | \$ | 3,168.00 |
| 42 | \$ | 8,316.00 |
| 38 | \$ | 7,524.00 |
| 5 | \$ | 990.00 |
| 14 | \$ | 2,772.00 |

178 \$ 12,474.00

TIC SYSTEM

Amount

\$ 4,800.00

\$ 4,800.00

\$ 4,800.00

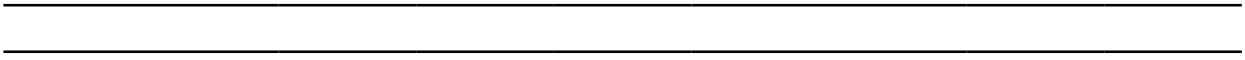
\$ 4,800.00

\$ 19,200.00

\$ 38,400.00

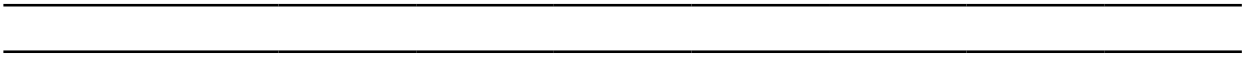






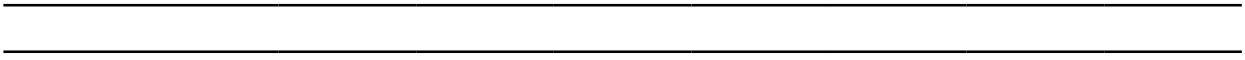






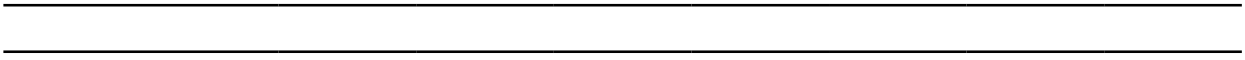






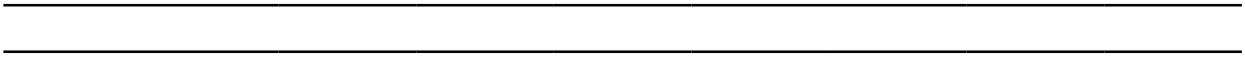






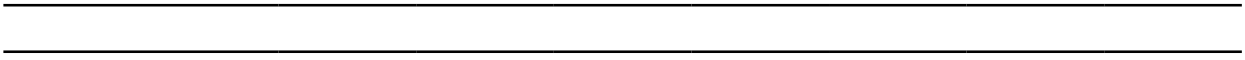






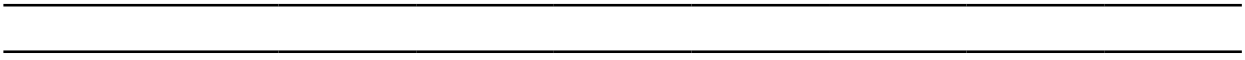






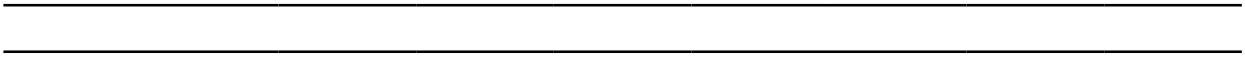






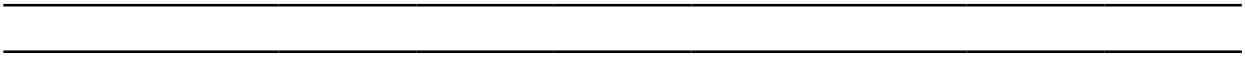






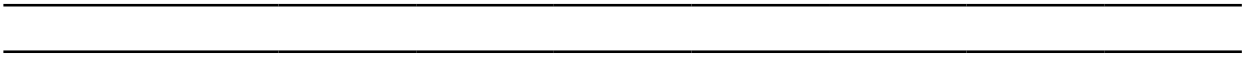






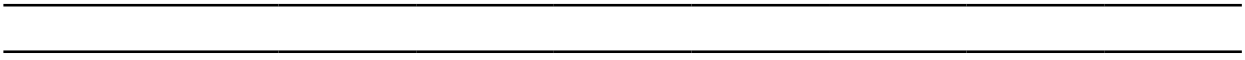






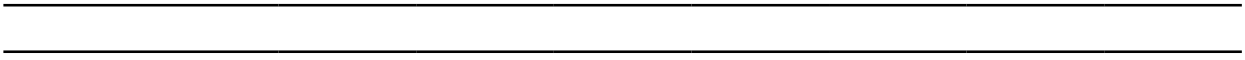






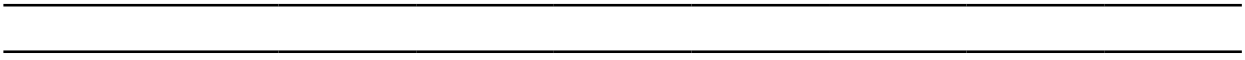






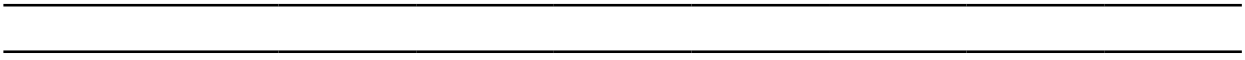






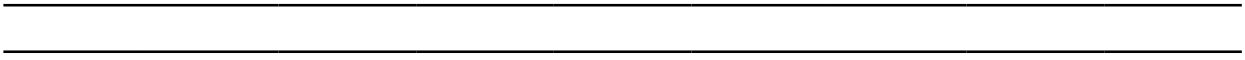






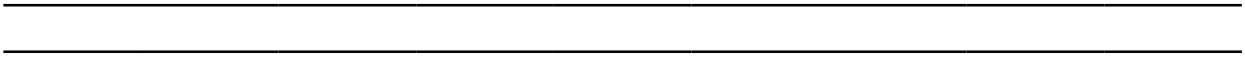






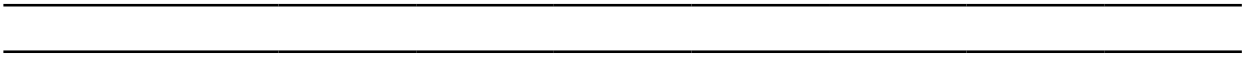






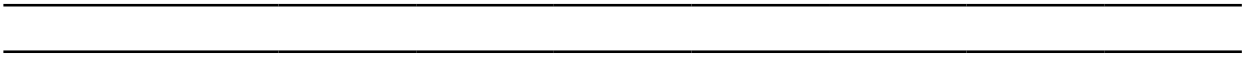






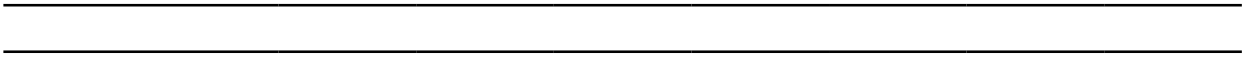






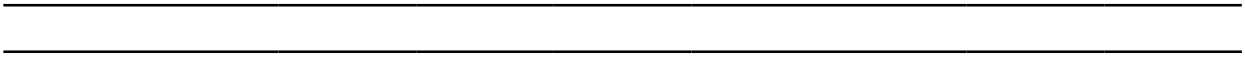






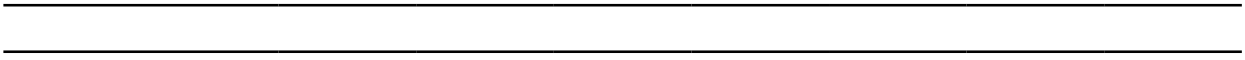






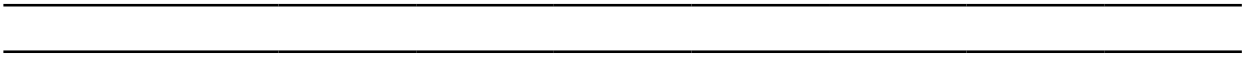






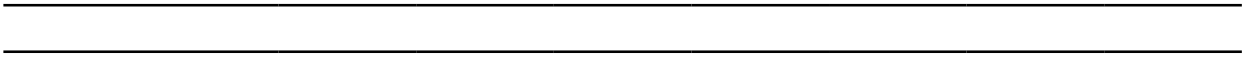






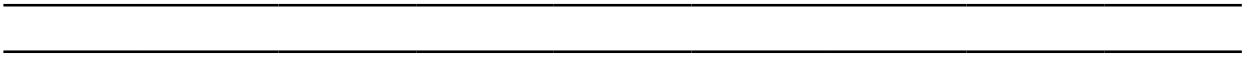






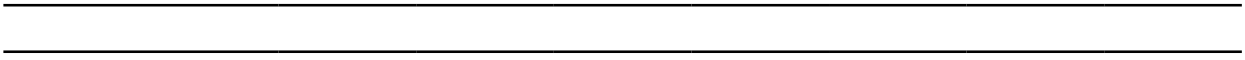






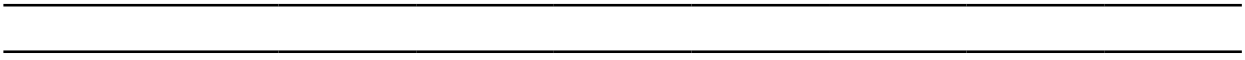






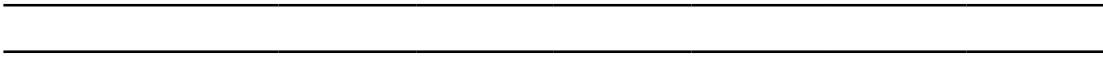














PROFESSIONAL SERVICES AGREEMENT – AMENDMENT 1

PROJECT: Wahoo Creek Watershed Plan/EA for WFPO Funding FYRA Engineering, LLC JOB #: 022-17-02
CLIENT: Lower Platte North NRD
ADDRESS: 511 Commercial Park Road, Wahoo, NE 68066
CONTACT: Tom Mountford TEL: 402.443.4675 FAX:
CONSULTANT: FYRA Engineering, LLC
ADDRESS: 12702 Westport Pkwy, Suite 300, Omaha, NE 68138
CONTACT: Michael K. Sotak, P.E. TEL: 402.502.7131 FAX: 402.932.6940
PROJECT DESCRIPTION: Additional watershed economics work required by NRCS during Plan-EA review.

[X] SCOPE OF SERVICES (See Attachment) [X] SCHEDULE (To be provided upon NRCS approval)

COMPENSATION:

The total compensation under this Agreement shall not exceed the dollar amount indicated herein or the amount authorized by Amendment(s) and/or Notice(s) to Proceed (NTP), whichever is the lesser.

[] LUMP SUM. Compensation for these services shall be a Lump Sum of \$

TIME AND MATERIALS. Compensation for these services will not exceed \$95,469.00 without written authorization and will be based on the following option (per the attached Budget or List of Hourly Rates), and Reimbursable Expenses based on actual costs incurred and approved by FYRA Engineering, LLC and as authorized in writing by Client. This modification brings the total contract amount to \$670,459.00

[X] Subconsultant's Direct Job Wages times a factor of [X] Budget/List of Subconsultant's Hourly Rates.

[] COST PLUS FIXED FEE. Compensation for these services shall be Subconsultant Cost plus a fixed professional fee, including Reimbursable Expenses. The estimated compensation for services is \$ plus a fixed fee of \$ for a total of \$

COMPENSATION DETAIL (See Following Pages)

SCHEDULE OF PAYMENTS (See Following Pages)

SERVICES AUTHORIZED BY: [X] Execution of Agreement (and verbal notification) or [] Amendment(s) and/or NTP

EXECUTION: Execution of this document by duly authorized representatives of FYRA Engineering, LLC and CLIENT, including FYRA Engineering LLC's Standard Conditions (original Agreement) and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties.

CONSULTANT: FYRA Engineering, LLC CLIENT: Lower Platte North NRD
BY: Michael K. Sotak, P.E. BY: Eric Gottschalk
SIGNATURE: [Signature] SIGNATURE: [Signature]
TITLE: Owner/Principal Engineer TITLE: General Manager
DATE: 3 September 2020 DATE:



FYRA ENGINEERING, LLC STANDARD CONDITIONS

SERVICES. FYRA Engineering will perform services for the Project as set forth in attachment and in accordance with these Terms & Conditions. FYRA Engineering has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by FYRA Engineering in performing their services.

AUTHORIZED REPRESENTATIVES. The officer assigned to the Project by FYRA Engineering is the only authorized representative to make decisions or commitments on behalf of FYRA Engineering. The Client shall designate a representative with similar authority.

PROJECT REQUIREMENTS. The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to FYRA Engineering at Project inception. FYRA Engineering will review the Client design standards and may recommend alternate standards considering the standard of care provision.

SITE ACCESS. The Client shall obtain all necessary approvals for FYRA Engineering to access the Project site(s).

PERIOD OF SERVICE. FYRA Engineering shall perform the services for the Project in a timely manner consistent with sound professional practice. FYRA Engineering will strive to perform its services according to the Project schedule set forth in attachment. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. FYRA Engineering shall be entitled to an extension of time and compensation adjustment for any delay beyond FYRA Engineering control.

COMPENSATION. In consideration of the services performed by FYRA Engineering, the Client shall pay FYRA Engineering in the manner set forth in attachment. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of FYRA Engineering.

PAYMENT TERMS. FYRA Engineering shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date. FYRA Engineering shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to FYRA Engineering is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give FYRA Engineering the right to stop work until payments are current. Non-payment beyond seventy (70) days shall be just cause for termination by FYRA Engineering.

ADDITIONAL SERVICES. The Client and FYRA Engineering acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, FYRA Engineering shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

INDEPENDENT CONSULTANT. FYRA Engineering shall serve as an independent consultant for services provided under this agreement. FYRA Engineering shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by FYRA Engineering.

STANDARD OF CARE. Services provided by FYRA Engineering will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. FYRA Engineering will not be liable for the cost of any omission that adds value to the Project.

COMPLIANCE WITH LAWS. FYRA Engineering shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, FYRA Engineering shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.



PERMITS AND APPROVALS. FYRA Engineering will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

OWNERSHIP OF DOCUMENTS. Documents prepared by FYRA Engineering for the Project are instruments of service and shall remain the property of FYRA Engineering. Record documents of service shall be based on the printed copy. FYRA Engineering will furnish documents electronically; however, the Client releases FYRA Engineering from any liability that may result from documents used in this form. FYRA Engineering shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

INSURANCE. FYRA Engineering will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

| | |
|-------------------------------------|--|
| <u>Workers' Compensation</u> | As required by applicable state statute. |
| <u>Umbrella or Excess Liability</u> | \$2,000,000 |
| <u>Commercial General Liability</u> | \$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate. |
| <u>Automobile Liability</u> | \$1,000,000 combined single limit for bodily injury and property damage. |
| <u>Professional Liability</u> | \$1,000,000 each claim and in the aggregate. |

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. FYRA Engineering shall be a named insured on those policies where FYRA Engineering may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

WAIVER OF SUBROGATION. FYRA Engineering, LLC affirmatively agrees to obtain waiver of subrogation against the client and name the client as an additional insured on the Commercial General Liability and Automobile policies.

INDEMNIFICATION AND HOLD HARMLESS. FYRA Engineering, LLC shall indemnify and hold harmless the Client and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by FYRA Engineering, LLC its employees, or Subconsultants and/or subcontractors. Client shall indemnify and hold harmless FYRA Engineering, LLC and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by the Client, its employees, or subconsultants and/or subcontractors. However, if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of FYRA Engineering, LLC, and the Client this indemnification applies only to the extent of the negligence of FYRA Engineering, LLC.



LIMITATION OF LIABILITY. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, Subconsultant and all other negligent entities and individuals.

LEGAL EXPENSE. In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses that are allowable under Nebraska state law, within thirty (30) days of the court action.

CONSEQUENTIAL DAMAGES. Neither the Client nor FYRA Engineering shall be liable to the other for any consequential damages regardless of the nature or fault.

ENVIRONMENTAL MATTERS. The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, FYRA Engineering shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify FYRA Engineering from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of FYRA Engineering.

COST OPINIONS. If included in the scope of service, FYRA Engineering shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and FYRA Engineering acknowledge that actual costs may vary from the cost opinions prepared and that FYRA Engineering offers no guarantee related to the Project cost.

INDEPENDENT COUNSEL. The Client agrees to obtain independent legal and financial counsel for the Project considering FYRA Engineering does not furnish these services.

CONTRACTOR SELECTION. FYRA Engineering may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

SHOP DRAWING REVIEW. If included in the scope of service, FYRA Engineering shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. FYRA Engineering shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

CONSTRUCTION REVIEW. If included in the scope of service, FYRA Engineering shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make FYRA Engineering responsible for the work performed by another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party.

REJECTION OF WORK. FYRA Engineering may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

SAFETY. FYRA Engineering shall be responsible solely for the safety precautions or programs of its employees and no other party.

INFORMATION FROM OTHER PARTIES. The Client and FYRA Engineering acknowledge that FYRA Engineering will rely on information furnished by other parties in performing its services under the Project. FYRA Engineering shall not be liable for any damages that may be incurred by the Client in the use of third party information.



CONSTRUCTION RECORD DRAWINGS. If included in the scope of service, FYRA Engineering will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, FYRA Engineering cannot and does not warrant their accuracy.

FORCE MAJEURE. Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

DISPUTE RESOLUTION. The Client and FYRA Engineering agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. FYRA Engineering shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

SUSPENSION OF WORK. The Client may suspend services performed by FYRA Engineering with cause upon fourteen (14) days written notice. FYRA Engineering shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay FYRA Engineering all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, FYRA Engineering shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

TERMINATION. The Client or FYRA Engineering may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. FYRA Engineering shall submit an invoice for services performed up to the effective date of termination and the Client shall pay FYRA Engineering all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

GOVERNING LAW. The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

ASSIGNMENT. Neither party shall assign its rights, interests, or obligations under the Project without the express written consent of the other party.

WAIVER OF RIGHTS. The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

WARRANTY. FYRA Engineering warrants that it will deliver products under the Project within the standard of care. FYRA Engineering provides no other expressed or implied warranty.

SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and FYRA Engineering will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

SURVIVAL. All provisions of these terms that allocate responsibility or liability between the Client and FYRA Engineering shall survive the completion or termination of services for the project.



Scope of Services
Wahoo Creek Watershed Plan/EA - Additional Economics Work
Lower Platte North NRD
 July 2020

| | | | | |
|-------------|--------------|--------|----------|--------------|
| Sr Engineer | Prj Engineer | El | Acctg | Valcu-Lisman |
| Sotak | Kaufman | Varies | Stratton | |
| \$205 | \$150 | \$105 | \$70 | \$150 |

| Tasks | Expenses | | | | Total |
|---|-------------------|-----------------|-----------------|--------------|----------------|
| Project Management | | | | | |
| NE NRCS/NRD Coordination Meetings (3) | 12 | 15 | | | |
| NRCS NHQ/NWMC Calls and Responses (3) | 6 | 6 | | 6 | |
| Monthly Invoicing (3 Months) | 0.75 | 1.5 | 3 | | |
| Project Management Total | \$3,844 | \$3,375 | \$0 | \$210 | \$900 |
| Flood Damage Reduction Economics | | | | | |
| Improve Hydrologic Model Resolution | 4 | | 64 | | |
| Improve Hydraulic Model Resolution | 4 | | 90 | | |
| Create Damage Reaches/Land Use Map (GIS) | 8 | 2 | 24 | | |
| Compute Depth-Duration Inundation Times (0.5,1,2,5,10,25,50,100) | 8 | | 160 | | |
| Compute Average Annual Damages | 8 | | 64 | | |
| Prepare Plan Verbiage for Additional Economics Work | 20 | 12 | 8 | | |
| Update Plan-EA with new benefits/C:B analysis | | 24 | 24 | 16 | |
| Flood Damage Reduction Economics Total | \$10,660 | \$5,700 | \$44,730 | \$0 | \$3,600 |
| Revised Plan Economics | | | | | |
| Allocate Monetary/Non-monetary Benefits to Other Resources | 4 | 16 | | 12 | |
| Complete Economic Analysis, Update Appendix D | 8 | 24 | 8 | | |
| Modify Plan-EA to Ecosystem Services Analysis (PR&G Requirements) | 4 | 40 | 24 | 3 | 12 |
| Revised Plan Economics | \$3,280.00 | \$12,000 | \$3,360 | \$210 | \$3,600 |
| Subtotal Hours | 87 | 141 | 458 | 6 | 54 |
| Subtotal Costs | \$17,784 | \$21,075 | \$48,090 | \$420 | \$8,100 |
| | | | | \$0 | \$95,469 |

Assumptions:

- Task 2.0 - Damages in the proposed conditions will only be assessed for implementation of all structures, and will not be calculated per structure
- Task 3.0 - This will only be used if additional flood damage reduction economics do not yield a positive B:C ratio




NOTICE OF GRANT AND AGREEMENT AWARD

| | | | |
|--|---|--|--|
| 1. Award Identifying Number NR186526XXXXC004 | 2. Amendment Number 0005 | 3. Award /Project Period 02/15/2018 - 10/01/2022 | 4. Type of award instrument: Cooperative Agreement |
| 5. Agency (Name and Address) Natural Resources Conservation Service 100 Centennial Mall North, Room 152 Lincoln, NE 68508 | | 6. Recipient Organization (Name and Address) LOWER PLATTE NORTH NATUAL RESOURCES D L P N R D 511 COMMERCIAL PARK RD WAHOO NE 68066-0126 DUNS: 602681520 EIN: | |
| 7. NRCS Program Contact Name: Allen Gehring Phone: (402) 437-4103 Email: Allen.Gehring@ne.usda.gov | 8. NRCS Administrative Contact Name: Dorothea Martinez Phone: (803) 253-3899 Email: dorothea.martinez@wdc.usda.gov | 9. Recipient Program Contact Name: Eric Gottschalk Phone: (402) 443-4675 Email: egottschalk@lpnrd.org | 10. Recipient Administrative Contact Name: Jill Breunig Phone: (402) 443-4675 Email: jbreunig@lpnrd.org |
| 11. CFDA 10.904 | 12. Authority 33 U.S.C. 701b-1 Public Law 83-566 16 U.S.C. 1001-1009 Public Law 86-545, 74 Stat. 254 Public Law 84-1018, 70 Stat. 1088 Public Law 85-865, 72 Stat. 1605 Public Law 86-468, 74 Stat. 131, 132 Public Law 87-703, 76 Stat. 608 Public Law 90-361, 82 Stat. 250 68 Stat. 666, as amended | 13. Type of Action Amendment/Revision | 14. Program Director Name: Tom Mountford Phone: (402) 443-4675 Email: tmountford@lpnrd.org |
| 15. Project Title/ Description: Wahoo Creek Watershed Planning and Design. | | | |
| 16. Entity Type: D = Special District Government | | | |
| 17. Select Funding Type | | | |
| Select funding type: | <input checked="" type="checkbox"/> Federal | <input type="checkbox"/> Non-Federal | |
| Original funds total | \$2,040,630.00 | \$0.00 | |
| Additional funds total | \$95000.00 | \$0 | |

| | | |
|---------------------|----------------|--|
| Grand total | \$2,135,630.00 | \$0.00 |
| 18. Approved Budget | | |
| Personnel | \$0.00 | Fringe Benefits \$0.00 |
| Travel | \$0.00 | Equipment \$0.00 |
| Supplies | \$0.00 | Contractual \$1,995,630.00 |
| Construction | \$0.00 | Other \$140,000.00 |
| Total Direct Cost | \$2,135,630.00 | Total Indirect Cost \$0.00 |
| | | Total Non-Federal Funds \$0.00 |
| | | Total Federal Funds Awarded \$2,135,630.00 |
| | | Total Approved Budget \$2,135,630.00 |

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

| | | |
|--|---|---------------------|
| Name and Title of Authorized Government Representative CRAIG DERICKSON State Conservationist | Signature | Date |
| Name and Title of Authorized Recipient Representative ERIC GOTTSCHALK General Manager | Signature  | Date <i>9/15/20</i> |

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Please note that any narrative below should be considered in addition to the original Statement of Work, as well as any prior amendments.

Purpose

The purpose of this amendment is to extend the period of performance as shown in block 3 of the notice of award (NOA), increase the amount of funding as shown on the NOA and the updated budget narrative section, and replace the General Terms and Conditions. The Responsibilities section has been updated to include information referenced in the revised General Terms and Conditions of the award.

Except as provided herein, all other terms and conditions of the original agreement and any previous amendments remain unchanged and in full force and effect.

Objectives

There are no changes to this section from the original statement of work.

Budget Narrative

Amended Total Estimated Budget: \$2,135,630.00 (Was \$2,040,630)

1. Additional funds added with this amendment: \$95,000

a. The budget includes: Development of an approved Watershed Work Plan for Wahoo Creek watershed: \$795,000 (Was \$700,000)

b. Design of approximately 8 Floodwater Retarding Structures identified in the work plan: \$1,325,630 (No changes)

c. Sponsor administrative costs related to contract administration: \$15,000 (No changes)

Responsibility of the Parties

The following sections are added to this section:

If inconsistencies arise between the language in this Statement of Work (SOW) and the General Terms and Conditions Responsibility of the Parties attached to the agreement, the language in this SOW takes precedence.

The Recipient will:

Submit performance reports on an annual basis to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

Submit SF425 Financial Reports on a semi-annual basis to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period on July 31 and January 31. Please note that financial reporting is based on the calendar year.

Submit payment requests to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly basis or quarterly basis.

In accordance with the Code of Federal Regulations;

The recipient (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, the recipient (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

In accordance with 2 CFR 200.340, the recipient understands this agreement may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a recipient fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- (3) By the Federal awarding agency or pass-through entity with the consent of the recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (4) By the recipient upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

Expected Accomplishments and Deliverables

There are no changes to this section from the original statement of work.

Resources Required

There are no changes to this section from the original statement of work.

Milestone

Revised Milestones

Milestones (Revised as of 08/28/2020)

- Sponsor solicit contract to complete work plan: 02/2018
- Complete work plan and submit for approval: 02/2020
- Submit plan to NRCS approval from Chief: 01/2021
- Sponsor solicit Design services: 07/2019
- Complete Design of three (3) structures: 05/2021
- Complete Design of five (5) structures: 07/2022
- Contract closeout: 10/01/2022

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables

c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. d. Change in a key person specified in the application or award.— When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.

e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.

f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.

g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FAPC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

IV. PAYMENTS

a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.

b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-

specific audit conducted for that year.

VIII. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.
Room 6819 South Building Washington, DC 20250
- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient’s plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient’s cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

i. State identification and county number (where reported and where located). ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information. iii. Farm, tract, field, and contract numbers. iv. Production shares and share of acres for each Farm Serial Number (FSN) field. v. Acreage information, including crop codes. vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System. vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner. viii. Location of conservation practices.

2. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.

3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.

c. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.

d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.

This Agreement for the Platte River Breach Repair Project is executed by the Fremont Rod and Gun Club on this 23rd day of September, 2020.

Fremont Rod & Gun Club

By: 
John Miyoshi

Title: Board President

AGREEMENT

PROJECT CONTRACTING/PAYMENT PROCESS & OPERATION & MAINTENANCE for PLATTE RIVER BREACH REPAIR PROJECT DODGE COUNTY

This “Agreement”, in reference to the Platte River Breach Repair Project, Dodge County, Nebraska, hereinafter referred to as the “Project”, is made and entered into by the following parties, hereinafter referred to individually as “Partner” and collectively as “Partners”, to wit:

City of Fremont (City)
Dodge County (County)
Lower Platte North Natural Resources District (LPNNRD)
Fremont Rod & Gun Club (Club)

Whereas, the City, County and LPNNRD are political subdivisions of the State of Nebraska and the Club is an incorporated association.

Whereas, 2019 flood events along the Lower Platte River caused a substantial breach in the embankment on the west end of Club property, resulting in substantial damage to private property and public infrastructure.

Whereas, the Partners assisted with emergency repairs in early 2020, to divert Platte Water flood flows from reentering the breach until more substantial repairs could be made.

Whereas, as a result of dredging activities planned at Lake Ventura in 2020, there is an opportunity to use the resulting dredge material from Lake Ventura to engineer, fill, shape, and stabilize the breach area opening, at a total estimated Project cost of \$612,380.

Whereas, the County will act as the fiscal agent for the Project repair and will administer a \$485,000 Community Development Block Grant approved through the Nebraska Department of Economic Development to partially fund the Project.

Whereas, the City, County and LPNNRD have entered into a separate Interlocal Agreement, to assist with the local share of Project expense, up to \$50,000 each, totaling \$150,000.

Whereas, the City has agreed to obtain and hold all necessary public easements for the Project from the Club and be the public entity applicant for future disaster assistance.

Whereas, the Club has previously provided approximately \$20,000 toward repairs in the Project area and will provide up to an additional \$12,380 toward the local share of the Project.

Whereas, the City, County and LPNNRD previously agreed to enter into a future agreement with the Club addressing Project operation and maintenance responsibilities.

Therefore, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the Partners agree as follows:

1. **Purpose:** The purpose of this Agreement is to define the Partners responsibilities for Project contracting, contractor selection, payment process, and future operation and maintenance of the completed Project.
2. **Project Contracting, Contractor Selection:** The Club will enter into a contract with JEO Consulting Firm for Project engineering services and also enter into an eventual contract with the construction contractor for completing the Project. The Partners will jointly review submitted Project bids and approve selection of the construction contractor.
3. **Project Payment Process:** The Club will receive and approve all said Project engineering and construction invoices. The Club will pay \$12,380 toward the initial Project expenses and then forward all unpaid invoices to the County, who as the acting fiscal agent, will make payment to the contractors. It is understood that the County will use approved Community Development Block Grant (CDBG) funding first, up to \$485,000, for paying Project invoices. After CDBG funding is exhausted, the County will continue to pay all approved Project expenses that will be invoiced and shared equally by the City, County and LPNNRD up to \$50,000 each.
4. **Project Operation and Maintenance:** This Agreement between the City, County and LPNNRD, and Club is executed to identify operation and maintenance responsibilities of the completed Project. The Club agrees to complete all normal operation and maintenance activities on an annual basis, including but not limited to mowing, tree removal, noxious weed control and minor repairs to the Project. The Club agrees to complete annual written operation and maintenance reports and provide each Partner a copy of said report . Each Partner may, from time to time, request that the Club complete certain maintenance activities. Upon receiving such request, the Club shall complete the requested maintenance activity within a reasonable period of time.
In the event of needed major future Project repairs, as a result of flooding or ice-out damage, the Partners will work together to secure available federal or state financial assistance and will also consider contributing local financial assistance as needed.
5. **Effective Date of Agreement:** This Agreement becomes effective upon final execution by the Partners. The original copy of this Agreement will be maintained as part of the public records of the City, with a copy of the Agreement to be provided to the Partners. The Agreement may be signed in counterparts, as necessary.
6. **Hold Harmless:** The Club hereby agrees to indemnify and shall hold the City, County and LPNNRD harmless to the fullest extent allowed by law from and against any and all claims, damages, losses, and expenses, arising out of or resulting from its acts and the acts of its agents and employees in performance of this Agreement.
7. **Duration of Agreement:** This Agreement shall extend from the date of execution by the Partners and will remain in effect unless one or more Partners agree to amend, addend, or terminate the Agreement. City, County, or LPNNRD may terminate their obligations of this Agreement upon submitting a 90-day written notice to the other Partners.

IN WITNESS WHEREOF,

This Agreement, for the Platte River Breach Repair Project is executed by the Lower Platte North Natural Resources District on this 14 day of September, 2020.

Lower Platte North Natural Resources District

By: Gene Ruzicka
Gene Ruzicka

Title: Chairman

This Agreement for the Platte River Breach Repair Project is executed by the Fremont Rod and Gun Club on this _____ day of _____, 2020.

Fremont Rod & Gun Club

By: _____
John Miyoshi

Title: Board President _____

IN WITNESS WHEREOF,

This Agreement for Platte River Breach Repair Project is executed by the City of Fremont on this _____ day of _____, 2020.

City of Fremont

By: _____
Scott Getzschman

Title: **Mayor** _____

IN WITNESS WHEREOF,

This Agreement for the Platte River Breach Repair Project is executed by Dodge County on this _____ day of _____, 2020.

Dodge County

By: _____
Bob Missel

Title: Chairman _____



Invoice

September 25, 2020

Project No: R170337.00

Invoice No: 119575

Invoice Amount: 4,262.50

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 September 18, 2020

| | Contract Amount | Percent Complete | Billed-to-Date | Previous Billing | Current Billing |
|--|------------------------|-------------------------|-----------------------|-------------------------|------------------------|
| Lump Sum Phase(s) | | | | | |
| Project Management | \$9,750.00 | 100 % | \$9,750.00 | \$9,750.00 | 0.00 |
| 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 | 100 % | \$41,495.00 | \$41,495.00 | 0.00 |
| Submission and Adoption of the HMP | \$4,250.00 | 100 % | \$4,250.00 | \$4,037.50 | \$212.50 |
| Parcel-Level Flood Risk Assessment - Fremont | \$62,500.00 | 100 % | \$62,500.00 | \$62,500.00 | 0.00 |
| Parcel-Level Flood Risk Assessment - Schuyler | \$62,500.00 | 100 % | \$62,500.00 | \$62,500.00 | 0.00 |
| Project Screening and Additional Project Tasks | \$23,900.00 | 42 % | \$10,000.00 | \$10,000.00 | 0.00 |
| Saunders County, Prague, Wahoo, Yutan Dam Hazard Zoning Overlays | \$8,100.00 | 100 % | \$8,100.00 | \$4,050.00 | \$4,050.00 |
| Total | \$250,000.00 | | \$236,100.00 | \$231,837.50 | \$4,262.50 |
| Total Amount Due Upon Receipt | | | | | \$4,262.50 |

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 September 18, 2020

1. Overall Project and Budget Status:

- Project Completion: 99% Budget: 100%

2. Work completed during current period (thru September 18, 2020)

a. Hazard Mitigation Plan Update

- Filed adoption resolutions with NEMA as they are received

b. Saunders County, Prague, Wahoo, Yutan Dam Hazard Zoning Overlays

- Attended meetings in Saunders County, Yutan, and Prague
- Followed up with communities as needed

3. Planned accomplishment for next period (September 19 – Oct. 23, 2020):

a. Hazard Mitigation Plan Update

- Continue to accept adoption resolutions from jurisdictions for filing with NEMA
- Print copies of HMP to Counties and NRD along with a digital copy on thumb drive

b. Saunders County, Prague, Wahoo, Yutan Dam Hazard Zoning Overlays

- Facilitate the following scheduled meetings:

| | Planning | Governing Body |
|----------|-----------|----------------|
| Saunders | Completed | 29-Sep |
| Wahoo | Oct 1 | TBD |
| Yutan | Completed | 20-Oct |
| Prague | Completed | Completed |

4. Action items:

- Facilitate meetings for Zoning Overlays
- Continue adoption process for HMP
- Print copies of HMP
- Provide correspondence as needed

5. Project schedule:

- This will be the last progress report and invoice for this project. The Saunders County Dam Overlays will be wrapping in October.

6. Information from NRD or Planning Team:

- None

7. Next Meeting Dates and Times:

- See above

Tom Mountford

From: Walkenhorst, Mark - NRCS, Wahoo, NE <mark.walkenhorst@usda.gov> on behalf of Walkenhorst, Mark - NRCS, Wahoo, NE
Sent: Friday, September 25, 2020 3:19 PM
To: Abbott, Sydney - FPAC-NRCS, Wahoo, NE; Keeler, Ashley - FPAC-NRCS, FREMONT, NE; Barlean, Benjamin - NRCS, David City, NE; Bichlmeier, David - NRCS, Columbus, NE; Johnson, Brach - NRCS, Schuyler, NE; Hagerbaumer, Brian - NRCS, Fremont, NE; Cowan, Thomas - NRCS, David City, NE; Foreman, Melissa - NRCS, Columbus, NE; Jenkins, Ryan - FPAC-NRCS, Fremont, NE; Rosno, Jeri - NRCS, Columbus, NE; Charles, Josh - NRCS, Wahoo, NE; Kampschnieder, Jenna - NRCS - Schuyler, NE; Littrel, Kari - NRCS, Fremont, NE; Koenig, Jacob - NRCS, Wahoo, NE; Miller, Kristin - NRCS, Schuyler, NE; Milliken, Marla - NRCS-CD, Wahoo, NE; Pernicek, Megan (CTR) - NRCS, Wahoo, NE; Pieper, Becky - NRCS, Wahoo, NE; Piitz, Kimberly - NRCS-CD, David City, NE; Sanders, Nickolas - FPAC-NRCS, Wahoo, NE; Schwarting, Cameron - NRCS, Columbus, NE; Smith, Eric - NRCS, Columbus, NE; Thoene, Jami - NRCS, Wahoo, NE
Cc: Wagner, Doug - NRCS, Lincoln, NE; Tom Mountford (tmountford@lpnrd.org)
Subject: End of the Year Progress in the LPNIRD

Current Progress Reporting

I am anticipating that we will be really close to our goal on Monday (I have been wrong many times before – hopefully not this time).....so unless I let you know, let's assume we are closing the progress reporting for 2020 and move on to other things starting on Monday, September 28th.

| | | | | |
|--|---|----------------|----------------------|----------------------------|
| As of Friday morning, | CTA Planning: | At 89% | 35,257 acres. | Goal: 39,611 |
| acres | | | | |
| | CTA Applied: | At 173% | 24,149 acres. | Goal: 13,915 |
| acres | | | | |
| | EQIP Applied | @ 103% | 25,973 acres | Goal: 25,193 |
| acres | | | | |
| | Structural Practice application in 2020; | | | 87 basins on 27 |
| different tracts | | | | |
| | | | | 91,353 feet of |
| terraces on 36 different tracts (over 17 miles) | | | | |
| | | | | 15.2 acres of grass |
| waterways on 13 tracts | | | | |
| | | | | 62, 879 feet of |
| Underground Outlets on 57 different tracts | | | | |
| CRP | | | | |
| | Planning acres: | | 3,582 acres | |
| | Program Eligibility Determination (Numbers): | | | 328 |
| | Status Reviews Performed (Numbers): | | | 420 |

Status Reviews or Field Evaluations Performed for Re-enrollment (Numbers): 246

Status Reviews or Field Evaluations Performed for Re-

(Numbers): 265

Plans Developed for New Contracts (Numbers): 60

Plans Developed for Managed Haying and Grazing

Brief Technical Assistance to support CRP - mid-contract management, maintenance options, misc (Numbers): 223

Engineering Designs Completed to Support CRP (Numbers):

17

Once I get all the data , I should be able to report to everyone on;

Cultural Resources and

Brief Contacts along with the

Application of some of the Management Practices installed in

2020.

Good Job everyone, tough year.....but with everyone help (a big thank you to contract, PF and NRD employees) we made it.

Proud to work with everyone in one of the best NRD's.

Thanks

**Mark T. Walkenhorst
District Conservationist
Wahoo City Field Office
(402) 443-4106 Ext. 104**



From: Walkenhorst, Mark - NRCS, Wahoo, NE

Sent: Thursday, September 24, 2020 8:50 AM

To: Abbott, Sydney - FPAC-NRCS, Wahoo, NE <Sydney.Abbott@usda.gov>; Cowan, Thomas - NRCS, David City, NE <thomas.cowan@usda.gov>; Foreman, Melissa - Columbus, NE <melissa.foreman@usda.gov>; Jenkins, Ryan - FPAC-NRCS, Fremont, NE <Ryan.Jenkins2@usda.gov>; Johnson, Brach - NRCS, Schuyler, NE <brach.johnson@usda.gov>; Kampschnieder, Jenna - NRCS - Schuyler, NE <jenna.kampschnieder@usda.gov>; Kari - NRCS Lincoln NE Littrel (kari.littrel@usda.gov) <kari.littrel@usda.gov>; Megan - NRCS Wahoo NE Pernicek (Megan.Pernicek@usda.gov) <Megan.Pernicek@usda.gov>; Sanders, Nickolas - FPAC-NRCS, Wahoo, NE <Nickolas.Sanders@usda.gov>; Smith, Eric - NRCS, Columbus, NE <eric.smith2@usda.gov>; Thoene, Jami - NRCS, Wahoo, NE <jami.thoene@usda.gov>

Subject: FW: Current Progress Reporting for CTA

Current Progress Reporting

STATE NebraskaUNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICECOOPERATIVE AGREEMENT

THIS AGREEMENT, made the 1st day of April, 1994 by and between the Lower Platte North Natural Resources District, called the Sponsors; and the Contracting Local Organization; and the Soil Conservation Service, United States Department of Agriculture, called SCS.

WITNESSETH THAT:

WHEREAS, under the provisions of the Title IV of the Agricultural Credit Act of 1978, Emergency Watershed Protection Program, the Sponsors and SCS agreed to a plan which provides for restoration of certain works listed below;

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsors, the Contracting Local Organization, and SCS do hereby agree as follows:

- A. It is agreed that the following-described work is to be constructed at an estimated cost of \$75,000.00.

Bank Stabilization and Rock Jetties, Colfax County, Nebraska.

- B. The Sponsors will:

If the Sponsor is a State, Local or Federally recognized Indian tribal government, they will administer their actions under this agreement in accordance with 7 CFR 3015, OMB Circulars A-102, A-87, A-128, and other rules referenced in 7 CFR 3015.

1. Provide 25 percent of the cost of constructing the works of improvement described in Section A. This cost to the Sponsors is estimated to be \$18,750.00.
2. Accept all financial and other responsibility for excess cost resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the engineering services described in A.
3. Review and approve the plan for the work described in Section A.

4. Provide certification (sign SCS-ADS-78) that real property rights have been obtained for installation of planned measures.
5. If applicable, complete the attached "Clean Air and Water Certification", comply with the attached "Clean Air and Water Clause."
6. If applicable, complete the attached "Drug-Free Workplace Requirements", AD-1049 , comply with the attached clause.
7. Upon acceptance of the work by SCS from the contractor, assume responsibility for operation and maintenance in accordance with the operation and maintenance agreement.
8. Upon completion of emergency protection measures in the elimination of the threat, the Sponsors will take action, if needed, to bring the measures up to responsible standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the Sponsors will not be eligible for future funding under the EWP program.

C. SCS will:

1. Provide 75 percent of the cost of the works of improvements described in A. This cost to SCS is estimated to be \$56,250.00.
2. Contract for the constuction of the works of improvement described in Section A. in accordance with Federal Acquisition Regulations.
3. Provide authorized technical services, including but not limited to obtaining basic information; such as cost estimated, preparation of contracts, drawings, and designs; specifications; contract administration; and quality assurance during construction.
4. Arrange for and conduct final inspection of the completed work of improvement with the Sponsors to determine whether all work has been performed in accordance with the contractual requirements. Accept work from contractor and nofity the Sponsors of acceptance.

E. It is mutually agreed that:

1. The furnishing of financial and other assistance by SCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate SCS upon failure of the Congress to appropriate funds.
2. SCS may terminate this agreement in whole or in part when it is determined by SCS that the Sponsors have failed to comply with any of the conditions of this agreement. SCS shall promptly notify the Sponsors in writing of the

determination and reasons for the termination, together with the effective date. Payments or recoveries made by SCS under this termination shall be in accord with the legal rights and liabilities of SCS.

3. This agreement may be temporarily suspended by SCS if it determines that corrective action by the Sponsors is needed to meet the provisions of this agreement. Further, SCS may suspend this agreement when it is evident that a termination is pending.
4. No Member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
5. Activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259 and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A and B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

By: Ronald Sabatko

Title: Chairman of Board

Date: 12-21-93

This action authorized at an official meeting of Lower Platte North Natural Resources District on the 8th day of November 1993, Wahoo, at State of Nebraska.

Signature [Signature]

Title General Manager

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By: [Signature]

Title: State Administrative Officer

Date: APR 01 1994

Clean Air and Water Certification

(Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8 (c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The project sponsoring organization(s) signatory to this agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is , is not listed on the Environmental Protection Agency List of Violating Facility.
- (b) He will promptly notify the State Administrative Officer prior to the signing of this agreement by the Service, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) He will include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The project sponsoring organization(s) signatory to this agreement agrees as follows:

- (1) To comply with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by the Service.
- (2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The regulations were published as Part II of the January 31, 1989 Federal Register (pages 4947-4952). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

(A) The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

COOPERATIVE AGREEMENT

THIS AGREEMENT, made the _____ day of _____ by and between Daniel A. Wolfe, called the Sponsors; and the Contracting Local Organization; and the Soil Conservation Service, United States Department of Agriculture, called SCS.

WITNESSETH THAT:

WHEREAS, under the provisions of the Title IV of the Agricultural Credit of 1978, Emergency Watershed Protection Program, the Sponsors and SCS agreed to a plan which provides for restoration of certain works listed below;

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsors, the Contracting Local Organization, and SCS do hereby agree as follows:

- A. It is agreed that the following-described work is to be constructed at an estimated cost of \$75,000.00.

Bank Stabilization and Rock Jetties, Colfax County, Nebraska.

- B. The Sponsors will:

If the Sponsor is a State, Local or Federally recognized Indian tribal government, they will administer their actions under this agreement in accordance with 7 CFR 3015, OMB Circulars A-102, A-87, A-128, and other rules referenced in 7 CFR 3015.

1. Provide 25 percent of the cost of constructing the works of improvement described in Section A. This cost to the Sponsors is estimated to be approximately \$5,000/per sponsor.
2. Accept all financial and other responsibility for excess cost resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the engineering services described in A.
3. Review and approve the plan for the work described in Section A.

4. Provide certification (sing SCS-ADS-78) that real property rights have been obtained for installation of planned measures.
5. If applicable, complete the attached "Clean Air and Water Certification", comply with the attached "Clean Air and Water Clause."
6. If applicable, complete the attached "Drug-Free Workplace Requirements", AD-1049, comply with the attached clause.
7. Upon acceptance of the work by SCS from the contractor, assume responsibility for operation and maintenance in accordance with the operation and maintenance agreement.
8. Upon completion of emergency protection measures in the elimination of the threat, the sponsors will take action, if needed, to bring the measures up to responsible standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the Sponsors will not be eligible for future funding under the EWP program.

SCS will:

1. Provide 75 percent of the cost of the works of improvements described in A. This cost to SCS is estimated to be \$56,250.00
 2. Contract for the construction of the works of improvement described in Section A. in accordance with Federal Acquisition Regulations.
 3. Provide authorized technical services, including but not limited to obtaining basic information; such as cost estimated, preparation of contracts, drawings, and designs; specifications; contract administration; and quality assurance during construction.
 4. Arrange for and conduct final inspection of the completed work of improvement with the Sponsors to determine whether all work has been performed in accordance with the contractual requirements. Accept work from contractor and notify the Sponsors of acceptance.
- E. It is mutually agreed that:
1. The furnishing of financial and other assistance by SCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate SCS upon failure of the Congress to appropriate funds.

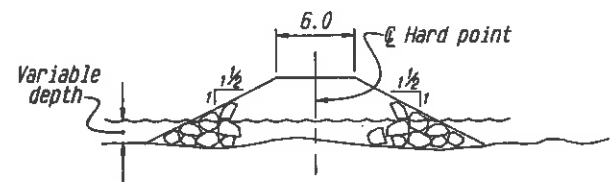
2. SCS may terminate this agreement in whole or in part when it is determined by SCS that the Sponsors have failed to comply with any of the conditions of this agreement. SCS shall promptly notify the Sponsors in writing of the determination and reasons for the termination, together with the effective date. Payment or recoveries may by the SCS under this termination shall be in accord with the legal rights and liabilities of SCS.
3. This agreement may be temporarily suspended by SCS if it determines that corrective action by the Sponsors is needed to meet the provisions of this agreement. Further, SCS may suspend this agreement when it is evident that a termination is pending.
4. No Member of or delegate to Congress or Resident Commissioner shall be admitted to any share of part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
5. Activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of the 1987 (Public Law 100-259 and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A and B) which provide that no person in the United States shall, on the grounds of race, color, national origins, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

APPROVED BY: _____

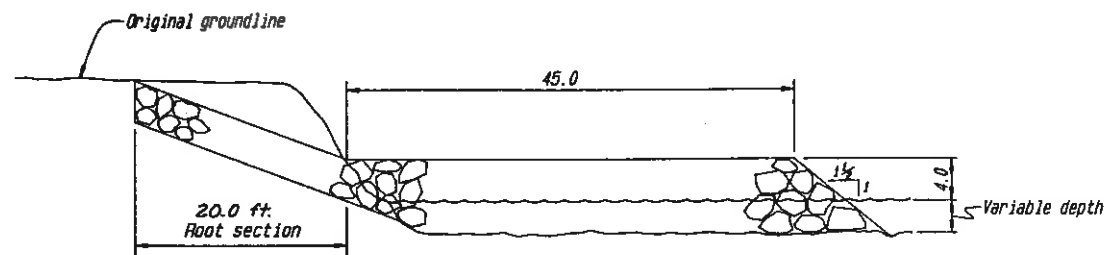

Daniel A. Wolfe

APPROVED BY: _____

Soil Conservation Service

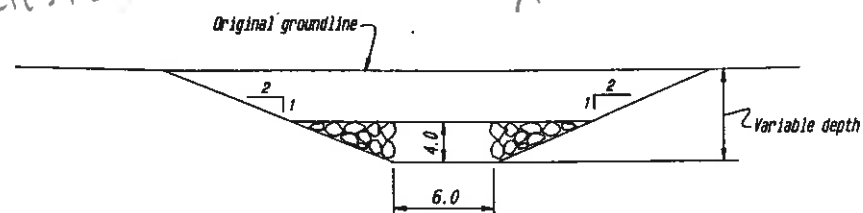


TYPICAL CROSS SECTION OF HARD POINT
Sta. 5+00 to Sta. 15+50



PROFILE ALONG CENTERLINE OF ROCK HARD POINT
Sta. 5+00 to Sta. 15+50
Approximately 425 tons/hard point

370 ton quantity used
 Rock Needs - 3400 ton Rock total
 = 4 trucks / 2 loads / Day w pups = 24 ton per load
 Rock: Fort Calhoun is 80 miles away.

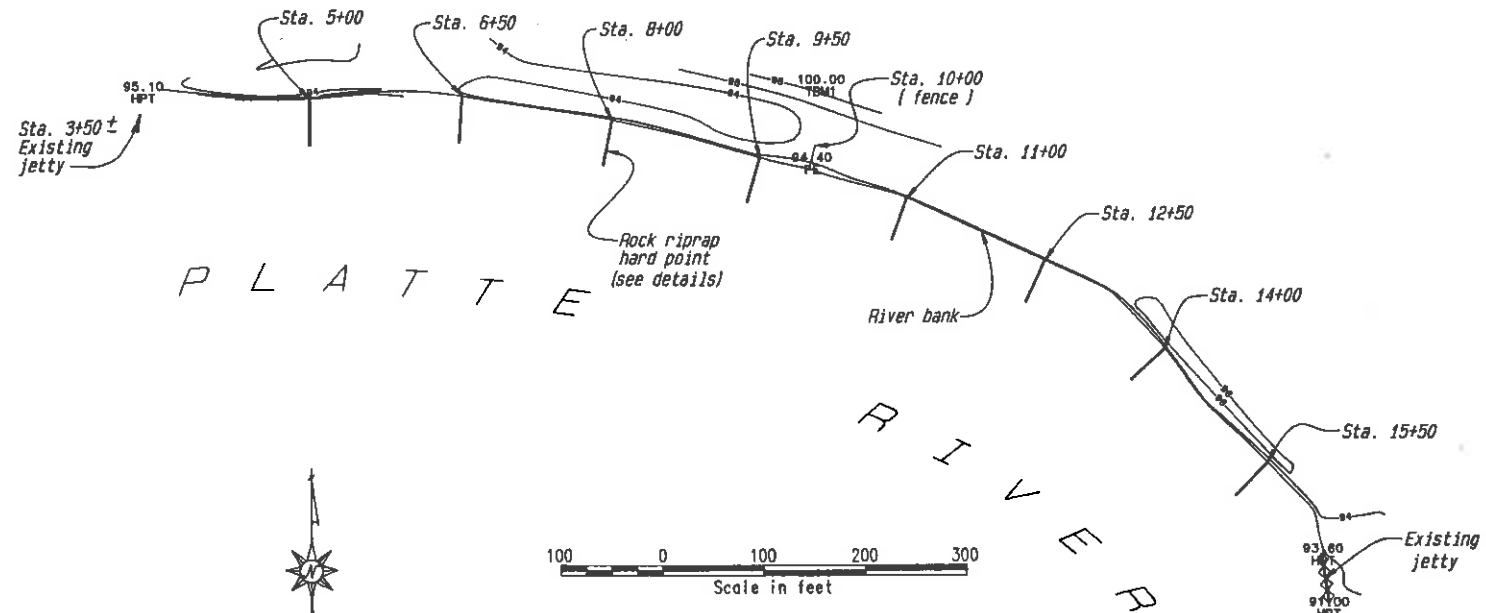


TYPICAL CROSS SECTION OF BURIED
HARD POINT ROOT SECTION

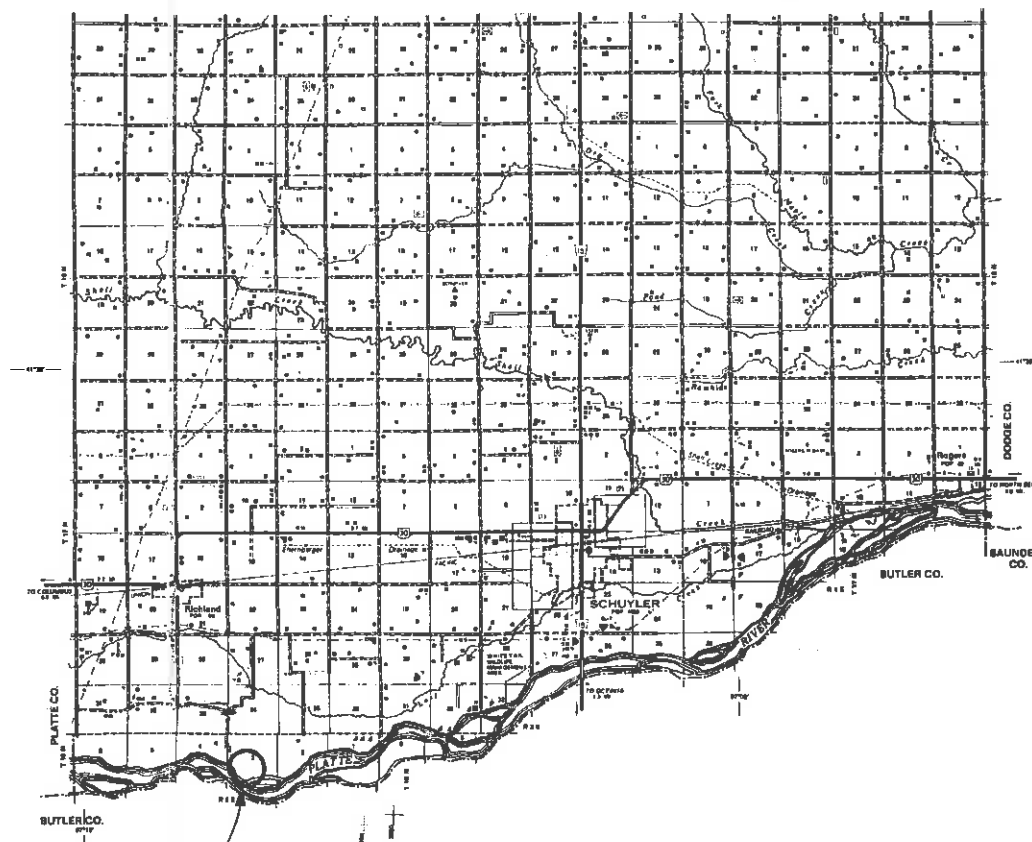
**ROCK RIPRAP GRADATION
FOR HARDPOINTS**

ROCK FRAGMENTS SHALL BE ANGULAR AND REASONABLY WELL-GRADED AND IN ACCORDANCE WITH THE FOLLOWING GRADATION:

- MAXIMUM WEIGHT 700 LBS.
- 50% GREATER THAN 150 LBS. (DEPARTMENT OF ROADS "TYPE C" GRADATION)
- 90% GREATER THAN 10 LBS.



TOPOGRAPHIC MAP OF SITE AREA



Location:
Section 3, T16N, R2E, Approximately
6.5 miles west and 5 miles south
of Schuyler, Nebraska

SOUTH HALF COLFAX COUNTY

TABLE OF QUANTITIES

| ITEM | UNIT | QUANTITY |
|------------------------|------|----------|
| ROCK RIPRAP HARD POINT | EACH | 8 |

CONSTRUCTION NOTES

- THE CONTRACTOR WILL INSPECT THE CONSTRUCTION AREA FOR THE PRESENCE OF UTILITY FACILITIES BOTH SURFACE AND SUBSURFACE, AND WILL NOTIFY THE ENGINEER OF THOSE THAT ARE IN HIS WORKING AREA. THE CONTRACTOR WILL USE EXTRA SAFETY PRECAUTIONS WHEN WORKING NEAR OR AROUND PIPELINES, POWER LINES, POWER POLES, UNDERGROUND CABLES OR OTHER UTILITY INSTALLATIONS.
- EXCAVATED MATERIAL SHALL BE WASTED IN AREAS WITHIN 300 FT. NORMAL TO THE STREAM BANK AS DESIGNATED BY THE ENGINEER.

DAN WOLFE
RIVER BANK STABILIZATION
COLFAX COUNTY, NEBRASKA

SPONSORED BY:
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

| | | | |
|-------------------|------------|---------------------------------|---------------------------|
| Designed by: S.B. | Date: 1-94 | Approved by: <i>[Signature]</i> | Title: <i>[Signature]</i> |
| Drawn by: R.X.S. | Date: 1-94 | Sheet: 1 | Drawing No. EWP-10 |
| Traced by: P.C.S. | Date: 1-94 | of: 1 | |