

Operations Committee Meeting
Thursday, February 25, 2021 9:00 AM
Lower Platte North NRD Office
P.O. Box 126
Wahoo, NE 68066

1. UNFINISHED BUSINESS
We have no unfinished business to attend to.
2. WILD NE AND OTHER PROGRAMS
Follow up to our Wanahoo Wildlife Areas meeting between NE Game & Parks, Pheasants Forever & LPNNRD. **Please see attached map for reference.**
 - 1) Since we haven't burned for two years, the goal is to burn the entire west half of Section 15 (CS-6 thru CS-11).
 - 2) Priority areas for contracted tree clearing, these include selective tree clearing in WD-5 using basal treatment or other methods, tree removal around the fringes of the WT-1-3 wetlands, CS-1-3 boundaries and CS-9 east boundary. Luedtke will work on specifications and a draft cost-share agreement, similar to what we did at Homestead & Czechland Lakes.
 - 3) Volunteer Day using Pheasant Forever Chapters to clear trees in CS 15, CR-1-3 and CS-14 lake shores. Sydney will possibly coordinate this with "Trail Days" June 5th.
 - 4) Luedtke will redraft the 5-year plan for 2022-2026.
3. OPERATION & MAINTENANCE & OTHER ITEMS
The O & M crew worked on equipment, vehicles & building. We worked on opening one of the Wanahoo gates to release water to lower the lake level.
 - A. Clear Creek Levee Repairs by Corps of Engineers
The Corps of Engineers has received the final "As-Builts" and Survey from the contractor. They will finalize the close-out of the project soon.
 - B. Wanahoo Stilling Basin - (FEMA)
Valley Corps was shut down during the cold spell. They restarted Thursday, February 18th installing the sheet pile and completed that Friday. They will be drilling through the basin floor on Thursday, Feb. 25th. The plan is to pump grout under the basin floor the next week. Until then they will remove rip-rap and mud that is obstructing the downstream channel. We have opened a gate to the dam to lower the lake level to try and prevent it from flowing over the weir. Please refer to FYRA's One Drive website portal that is email to you from Eric Suing for updates.

Attached is this months invoice from FYRA for the Wanahoo Basin.
 - C. Wanahoo Dam Pressure Relief Wells
The District has a contract with Olsson to monitor the Wanahoo Dam. Here is information on what has been found regarding the pressure relief wells.
 - In most cases, the largest decrease in flow is found in the bottom 10 feet of the wells. This flow comes from the lower aquifer. Flows at depths from 0 to 60 feet are generally similar to previous measurements.

- The camera shows minerals/bacteria buildup in the top 40 to 50 feet of each well. At depths greater than 50 feet the well casing clears up. At these depths, it is likely the filter pack has buildup slowing flow.
 - The piezometers show slight increase in elevation at wells located around the old channel and existing outlet structure. These increase range from 0.3 to 1.5ft (one well) above previous measurements at comparable dates.
 - Although the piezometric elevation has increase around the outlet, all piezometers are still below the yellow flag (caution) levels. In most cases, a foot or more below. This means the dam is not endanger of imminent failure.
 - Even though the greatest reduction in relief well flow is in the lower aquifer, the piezometric elevations of the low aquifer have not changed. The clogging of the wells has not impacted the lower aquifer. It is likely that the low aquifer is not as influenced by the dam as was once believed.
 - The constructed pressure relief well system likely exceeded the needed capacity of the dam, thus the minimal increase in groundwater elevations due to well clogging.
 - Our cleaning plan is to focus on wells 22A, 34, and 35 as test wells. They are accessible and have nearby piezometers. Once initial cleaning is complete, the wells should have pump tests and velocity tests performed to measure effectiveness. In addition the nearby piezometers will be measured before and after to measure effectiveness.
- D. Sean Parks and Andrew Phillips met with Tim Gokie, Dam Safety and discussed the pressure relief wells. To summarize, the pressure relief wells flows are slower but the piezometers are showing safe groundwater pressures. The pressure relief wells will need to be cleaned to allow them to continue to operate as intended. Tim was happy with the meeting and our findings and agreed that they should be cleaned but understands the dam is safe. We reached out to Sargent Drilling and Williamson Drilling (original installer). Sargent said the wells were to small of diameter for them to clean but Williamson said they are interested. Still waiting on a fee estimate from Williamson (per well) that we can use to estimate a budget. I am wrapping up the instrumentation memo that will include our recommendations on the pressure relief well cleanout. I'll reach back out to you once we get the pricing from Williamson
- E. Western Sarpy Clear Creek O & M Manuals & Easements
The O & M Manual for the Clear Creek Levee has not yet been distributed.

Find attached the 25 year Easement between the Dept. of the Army, Lower Platte North and Lower Platte South NRD's for the Flood Control Levee Rights-of-Way located on Camp Ashland, need a motion to approve this easement and ratification of the signatures.

Also attached is the updated O & M Addendum Interlocal Agreement between the Army National Guard, Papio-Missouri, Lower Platte South, and Lower Platte North NRD's in which changes were made to locations and responsibilities. Need a motion to approve this updated addendum and ratification of the signatures.

- F. Rawhide Ditch 8 FEMA/NEMA Reimbursement
The District has received 75% or \$224,769.35 from FEMA/NEMA for the repair cost of Rawhide Ditch 8 which was due to the March, 2019 flood event.
- G. Conservation Trees
Currently the District has ordered 8,700 trees and of those 3,480 will be planted by the District. We will continue to take orders through the month of March.

H. Hazard Mitigation Grant - Ice & Water Level Monitoring

We are still waiting on a favorable response from FEMA on a grant regarding ice monitoring cameras and water level sensor.

The existing camera on the Hwy 64 bridge is still not functioning. We were told the issue is with Verizon's cell service and a new camera was ordered to be placed on the bridge.

Our partners are as frustrated as we with the company "Metos" with their service and equipment. We are considering looking into different companies and different equipment.

I. Platte River Ice Jam Removal Agreement

Since an ice jam has occurred and is present south of Fremont, Dodge County has asked about the Ice Jam Removal Agreement. We had a virtual meeting led by Marlin Peterman with the Papio NRD in which he explained the history of the agreement, details and process involved, and the risk.

If Dodge County has a strong interest in joining the compact there would have to be much discussion between the partners and possibly the contractor on how to go forward.

J. Building & Property

During the frigid temperatures of the weekend of Feb. 12-15th the District office had a water line freeze and pull apart on the south wall in the Board Room. The break occurred sometime Sunday night into Monday as it was discovered Monday (Holiday) afternoon. The water break flooded 75% of the office. A company, ServPro, was called in immediately to clean and dry out the building. An insurance adjustor has looked at the damage and we are moving forward with clean up and repairs.

4. ROCK AND JETTY

We haven't received any request.

5. LAKE WANAHOO

A. Wanahoo Hay & Dirt Sales Payment to the Natural Resource Commission

Gottschalk is preparing reimbursement payment to NRC for their share (60%) on hay and dirt sales from the Wanahoo property from June 2018 through December 2020. A check for \$44,293.50 will be submitted for payment at our March 8th board meeting.

B. Lake Wanahoo Permit Sales

For the month of February, as of 2/24, the District has received \$5,402.50 in annual permit revenue. The year by year comparison is below.

C. Calender Year	D. Permits Sold	E. Monthly Sales	F. YTD Toals
G. 2021	H. 285	I. \$5,402	J. \$22,031.00
K. 2020	L. 351	M. \$6,070.00	N. \$22,185.00
O. 2019	P. 500	Q. \$9,677.50	R. \$24,635.00

S. Lake Wanahoo Camping Revenue

For the month of February, as of 2/24, the District has received \$4,418.89 in online camping revenue.

T. Tree Recognition Application Form

Attached is a proposed Tree Recognition Application Form. Staff has been in contact with an individual who would like to have a tree planted at Wanahoo in memory of a coworker's parent. With the anticipation of similar requests, staff felt it necessary to create a procedure on how we will process these in the future. Staff will work with the applicant on the preferred location, tree type, planting, and upkeep. Applicants will be responsible for design and purchase of the recognition plaque, as well as the purchase of the tree to be planted. District staff will plant the tree if the size allows and provide the post for the plaque to be mounted to.

U. Lake Wanahoo Fish Cleaning Station

Staff has been gathering information on the cost of installing a fish cleaning station near the boat ramp at Lake Wanahoo. We've reached out to JEO to give us an estimate on the design cost of the entire system. JEO designed the exact set up we would like to install at Lower Loup NRD's Davis Creek Reservoir. In the upcoming weeks, staff will discuss options for cost savings with JEO and begin the grant application process. Other NRD's have applied, and been approved, for funds through a federal fisheries improvement grant that is administered through the Nebraska Game and Parks Commission.

Attached is the initial draft quote of services to be provided from JEO, the original quote from the company supplying the fish cleaning station (dated 12/7/18), and pictures from the Davis Creek Reservoir fish cleaning station.

6. INFORMATION AND EDUCATION

A. Information

1. Radio & eAds

The February KTIC Radio ad and Wahoo Newspaper eAd are attached. These ads are promoting the availability of tree and shrub orders from the LPNNRD.

2. 2020-2021 Winter Viaduct

The 2020-21 winter issue of the Viaduct has been submitted for printing and distribution. And will be in newspapers this month. You can also view it on our website at <https://lpnnrd.org/wp-content/uploads/2021/02/2020-2021-Winter-Viaduct-for-website.pdf>

3. Analytics

4. Pheasants Forever Donation Request

The Pheasants Forever Lower Platte Chapter has sent a donation request for their annual banquet on April 16th. They are requesting a \$250 sponsorship. This will be their 21st annual banquet, held at Camp Carol Joy Holling outside of Ashland. The goal of the banquet is to raise funds for conservation projects, youth mentored hunts and other projects in Saunders County and Nebraska.

In 2020, \$250 was donated to the banquet in recognition of the partnership with the Pheasants Forever Lower Platte Chapter.

B. Education

1. Education update

Wild edible foods presentation went really well--kids seemed to enjoy learning about wild foods. We are scheduling the next meeting with Kyle Arp EMS captain in Wahoo; he will be going over first aid.

East Butler test your well night and classroom presentation. Taught the kids what nitrates are, why we test for them, and how we test for them and then had the test your well night at East Butler last night.

Coffee, Lakeside's first event will be April Gardening Activities with Kathleen Cue. April 1st, 9 am.

March events: 4th grade every kid outdoor; survival club.

April events: Coffee, Lakeside; Nebraska Envirothon, survival club.

May events: Conservation Sensation; outdoor recreation day; Coffee, Lakeside (Migratory birds)

June events: Agriculture Tour, kids summer institute, Coffee, Lakeside (Fishes of Nebraska); National Trails Day

7. RURAL WATER SYSTEMS

A. Colon System

RWD staff was contacted by a landowner within the village of Colon that is planning on developing several lots in the northwest portion of town. Currently there is only water service available to the south and east portions of the proposed development. In order to provide proper service new water mains along the west and north blocks will need to be installed. Elliott has been in contact with Dave Henke of JEO, who has been contracted by developer, as to what we will need. Once designs have been drafted DHHS will need to review and approve. All costs are to be covered by developer.

On 2/16 Elliott responded to two calls for frozen pipes in Colon, both calls were in buildings under construction that lost heat, but it appears that no damage was incurred to our infrastructure.

Meters will be read 2/26 and bills will go out 3/1. Normal monthly sampling completed.

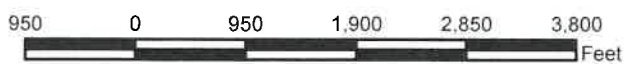
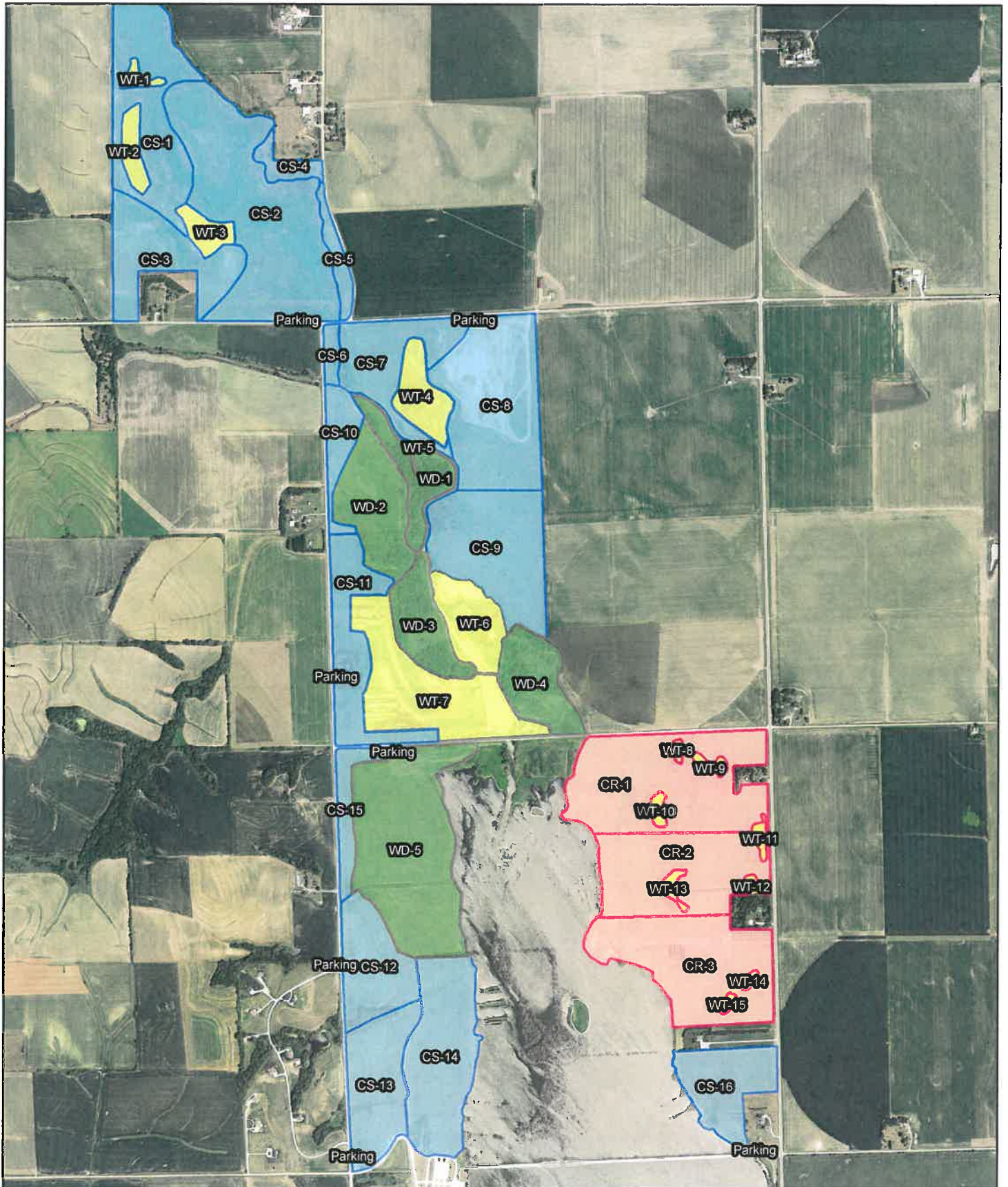
B. Bruno System

Meters will be read 2/26 and bills will go out 3/1. Normal monthly sampling completed.

C. Other

Lake Wanahoo Management Units

Date: 2/17/2015





FYRA Engineering, LLC

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

INVOICE FOR SERVICES

Lower Platte North NRD
Bob Heimann
511 Commercial Park Road
Wahoo, NE 68066

DATE: 23 February 2021
PROJECT NO.: 022-19-01
PERIOD COVERED: 23 Jan 2021 Through 19 Feb 2021
INVOICE NO.: 022-056
FED ID: 45-5611118

Project Name: Lake Wanhoo Spilling Basin Rehabilitation
Contract Amount: \$25,179.00
Contract Date: 14 October 2019
Final Design, Permitting and Bid Phase Contract Amount: \$73,021.00
Final Design, Permitting and Bid Phase Contract Date: 12 March 2020
Construction Observation Contract Amount: \$62,524.00
Construction Observation Contract Date: 13 August 2020

Task 15 - Construction Observation

Description	Employee	Billing Rate	Hours	Current Due
Principal Engineer	Sotak, Mike, PE, D.WRE	\$ 225.00	7.00 \$	1,575.00
Engineer Intern	Suing, Eric, EI	\$ 110.00	28.50 \$	3,135.00
Admin Executive	Stratton, Ann	\$ 80.00	1.00 \$	80.00
Expenses		\$ -	- \$	79.92
Task 15 - Construction Observation			\$	4,869.92

Out of Scope Work*

Description	Employee	Billing Rate	Hours	Current Due
Principal Engineer	Sotak, Mike, PE, D.WRE	\$ 225.00	8.50 \$	1,912.50
Engineer Intern	Suing, Eric, EI	\$ 110.00	1.00 \$	110.00
Out of Scope Work*			\$	2,022.50

TOTAL DUE CURRENT INVOICE: \$ 6,892.42

CONTRACT AMOUNT: \$ 160,724.00
PREVIOUS BILLING: \$ 128,510.69
CURRENT INVOICE - IN SCOPE WORK: \$ 4,869.92
CURRENT INVOICE - OUT OF SCOPE WORK*: \$ 2,022.50
TOTAL INV'D. TO DATE: \$ 135,403.11
CONTRACT REMAINING: \$ 25,320.89

*Includes Out of Scope Work - investigation, design, negotiation with Valley Corp, information preparation with NEMA/FEMA, and communication with the LPNNRD Staff/Management/Board regarding specifically the discovered spillover concrete at the end of the spillway apron and the change order required to address it.

Make all checks payable to:

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

Summary for Invoice:
Project Name:

022-056
Lake Wanhoo Spilling Basin Rehabilitation

Tasks	Contracted Fee	Previously Billed	This Invoice	Total To Date	% Complete
Task 1 - Project Kickoff Meeting	\$ 8,323.00	\$ 8,153.70	\$ -	8,153.70	97.97%
Task 2 - Preliminary Design Report	\$ 14,312.00	\$ 16,661.75	\$ -	16,661.75	116.42%
Task 3 - Report Delivery	\$ 2,544.00	\$ 1,691.00	\$ -	1,691.00	66.47%
Task 11 - Project Management	\$ 9,601.00	\$ 8,386.75	\$ -	8,386.75	87.35%
Task 12 - Final Design	\$ 41,928.00	\$ 60,467.00	\$ -	60,467.00	144.22%
Task 13 - Permitting	\$ 12,064.00	\$ 1,860.00	\$ -	1,860.00	15.42%
Task 14 - Bidding	\$ 9,428.00	\$ 1,005.85	\$ -	1,005.85	10.67%
Task 15 - Construction Observation	\$ 62,524.00	\$ 26,168.39	\$ 4,869.92	31,038.31	49.64%
Out of Scope Work*	\$ -	\$ 4,116.25	\$ 2,022.50	6,138.75	
Totals:	\$ 160,724.00	\$ 128,510.69	\$ 6,892.42	135,403.11	84.25%

Expenses Breakdown

Task 15 - Construction Observation

Expense Type	Amount
Mileage	\$ 79.92
	\$ 79.92

**Recording requested by and when
recorded mail to:**

Lower Platte North Natural Resources District
PO Box 126
Wahoo, NE 68066

Space Above This Line Reserved for Recorder's Use

**DEPARTMENT OF THE ARMY
EASEMENT FOR FLOOD CONTROL LEVEE
RIGHTS-OF-WAY
LOCATED ON
CAMP ASHLAND TRAINING SITE
SAUNDERS COUNTY, NEBRASKA**

This Easement is made on behalf of **THE UNITED STATES OF AMERICA** (the "United States"), between **THE SECRETARY OF THE ARMY**, acting by and through the Real Estate Contracting Officer, Real Estate Division, U.S. Army Engineer District, Omaha, Nebraska, hereinafter referred to as the "Grantor", under and by virtue of the authority vested in Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, and the **Lower Platte North Natural Resources District** and the **Lower Platte South Natural Resources District**, duly organized and existing under and by virtue of the laws of the State of Nebraska, with its principal offices located at

Lower Platte North Natural Resources District, 511 Commercial Park Road, Wahoo, NE 68066-9750, and Lower Platte South Natural Resources District, 3125 Portia Street, Lincoln NE 68521-1762, hereinafter referred to as the "Grantees."

NOW THEREFORE:

The Grantor, for good and valuable consideration set forth below, the receipt and sufficiency of which are hereby acknowledged, upon and subject to the terms, covenants and conditions set forth in this Easement, does hereby:

Grant and convey to Grantees, an easement for the construction, installation, operation, maintenance, repair, removal, upgrade, and replacement of flood control levees, and related facilities located between Stationing (Sta.) Flood Wall (FW) 73+50 and Sta. Camp Ashland (CA) 63+60, hereinafter collectively referred to as the "Facilities", along with access to the Salt Creek Floodway area south of Sta. FW 5+04 and Sta. FW 10+00 for the purpose of maintaining or improving the flowage of any waters in, over, upon, or through the Platte River and Salt Creek Floodway, all of which are located over, across, under, in and upon lands of the United States as identified in Exhibits "A-1", "A-2", "A-3" and "B" along with the right to access and traverse the levee road(s) located on Camp Ashland between the easement areas identified in Exhibits "A-1", "A-2", "A-3" and "B", having been determined not to be more land than is necessary for the easement, hereinafter referred to as the "Premises", and which is attached hereto and made a part hereof;

Make no claim of title during the term of this Easement to any easement Facilities of whatever nature located, constructed, or placed on the Premises during the term of the Easement by, or on behalf of, the Grantees; and title to any such Facilities and any addition or alteration to the Facilities, shall, upon completion thereof, immediately vest in the Grantees. The Facilities shall remain real property for the duration of this Easement.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This Easement is hereby granted for 25 years, beginning June 1, 2018 and ending March 31, 2044, so long as the Grantees remain in compliance with any or all of the conditions of this Easement.

2. CONSIDERATION, MITIGATION, AND DAMAGES

a. The consideration for this Easement shall be the construction, operation and maintenance of a public flood control levee for the benefit of the United States and the general public in accordance with the terms herein set forth.

b. The Grantees will mitigate damages caused to the Premises, surrounding areas, or to Camp Ashland, during initial installation and construction of the Facilities, and damages caused during operation, maintenance, or subsequent construction work, and complete all site restoration in accordance with the Clear Creek – Platte River RB Levee Systems Saunders County Nebraska Operation and Maintenance Manual by Grantees on file in the U.S. Army Engineer District, Omaha, Nebraska.

3. NOTICES

a. All correspondence and notices to be given pursuant to this easement shall be in writing and addressed, if to the Grantees, to Lower Platte North Natural Resources District, P.O. Box 126, Wahoo, NE 68066, and Lower Platte South Natural Resources District, 3125 Portia Street, Lincoln NE 68521.

And, if to the Grantor, to: the Commander, Omaha District, U. S. Army Corps of Engineers, Real Estate Division, ATTN: CENWO-RE-M, 1616 Capitol Avenue, Suite 9000, Omaha, Nebraska 68102-4901; with reference to the Easement number: **DACA45-2-18-6033**, or as may from time to time otherwise be directed by the parties. Both Grantor and Grantees have an obligation to ensure that the other party has their accurate address.

b. Notices shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses above. The effective date of the notice shall be the earlier of the actual date of receipt or the date the addressee is notified of the attempted delivery of the certified mail, whether or not the addressee actually accepts delivery.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Grantor" or "Real Estate Contracting Officer" shall include their duly authorized representatives. Any reference to "Grantees" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE GRANTOR

a. The construction, operation, maintenance, repair or replacement of said Facilities, including related facilities, culverts and other drainage facilities, and the Premises shall be performed at no cost or expense to the United States under the general supervision and subject to the approval of the Grantor's representative having immediate jurisdiction over the property, hereinafter designated as "said officer," and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The Grantees shall have the right of ingress and egress for such purposes, subject to approval of access by said officer.

b. The use and occupation of the Premises incident to the exercise of the privileges and purposes hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

6. APPLICABLE LAWS AND REGULATIONS

a. The Grantees shall comply with all applicable Federal, state, county and municipal

laws, ordinances and regulations wherein the Premises are located. The Grantees shall be solely responsible for obtaining at its cost and expense any permits or licenses required for its operations under this Easement, independent of any existing permits or licenses held by the Grantor.

b. The Grantees shall promptly report to the Grantor any incident for which the Grantees is required to notify a Federal, State or local regulatory agency or any citation by Federal, State or local regulatory agency of non-compliance with any applicable law, ordinance or regulation.

7. CONDITION OF PREMISES

The Grantees acknowledges that they have inspected the Premises, know the condition, and understand that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the Grantor.

8. INSPECTION AND REPAIRS

a. Upon completion of any phase of the Easement activities which causes damage to the Premises, the Grantees shall restore said damage immediately, at the Grantees' own expense, to the same condition in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

b. The Grantees shall supervise the said Premises and Facilities and cause it to be inspected at reasonable intervals, and shall immediately repair any defects or leaks found by such inspection, or when requested by the Grantor to repair any defects or leaks.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantees shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantees under this Easement, and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Grantees incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantees to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Grantees in an amount to reimburse for the loss satisfactory to the Grantor.

10. RIGHT TO ENTER

a. The right is reserved to the Grantor, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, or to make any other use of the lands as may be necessary in connection with

government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

b. (DELETED)

c. The Grantees shall have the right to enter the Installation to exercise its rights under this Easement, subject to certain restrictions and/or special conditions required by the Installation. The Grantees acknowledge and recognize that:

(1) Premises are located on active U.S. Army installations and, as such, access to the easement activities may be subject to temporary closings and identification and/or routing requirements due to the occurrence of announced or unannounced events, actual or simulated, involving: mobilization, extreme weather conditions, security, antiterrorist force protection measures, police, medical or fire-related emergencies; the occurrence of a national emergency declared by the President or Congress; or due to planned military training exercises affecting the Premises. It is expressly understood that the Grantor may limit or restrict the right of access granted in any manner considered necessary, in the Grantor's sole discretion.

(2) Grantor, acting by and through his duly authorized Commander, Camp Ashland, exercises command and control over and with respect to (i) the Premises, including traffic control, security, force protection, law enforcement, fire protection, activities performed thereon and command and control matters, and (ii) military personnel that may be at or otherwise present on the Premises from time to time.

11. RIGHT TO CONNECT (DELETED)

12. REQUIRED SERVICES (DELETED)

13. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the Grantees shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantees.

14. INDEMNITY (DELETED)

15. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the

Premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantees, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the Premises by the Grantees.

16. OTHER AGENCY AGREEMENTS

It is understood that the provisions of this easement shall not abrogate or interfere with any agreements or commitments made or entered into between the Grantees and any other agency of the United States with regard to financial aid to the Grantees in connection with the installation, construction, operations, maintenance, or repair of the Facilities herein authorized.

17. RELOCATION OF FACILITIES (DELETED)

18. TERMINATION

This easement may be terminated by the Grantor upon 30 days written notice to the Grantees if the Grantor shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Grantor for failure of the Grantees to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

19. SOIL AND WATER CONSERVATION

The Grantees shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantees during the term of this easement, and the Grantees shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantees shall be corrected by the Grantees as directed by said officer.

20. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground and water. The Grantees shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantees shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Grantees must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

c. The Grantees will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantees' activities, the Grantees shall be liable to restore the damaged resources.

21. ENVIRONMENTAL SITE ASSESSMENT (DELETED)

22. HISTORIC PRESERVATION

The Grantees shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Premises, the Grantees shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

23. NON-DISCRIMINATION (DELETED)

24. NON-DISCRIMINATION

a. The Grantees shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The Grantees, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d); the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Grantees, its agents, successors, transferees, and assignees.

25. RESTORATION

On or before the termination or revocation of this easement, the Grantees shall, without expense to the United States and within such time as said officer may indicate, restore the Premises to the satisfaction of said officer. In the event the Grantees shall fail to restore the Premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the Grantees, and the Grantees shall have no claim for damages against the United States or its officers or agents for such action.

26. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantees shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. \approx 403), Section 404 of the Clean Water Act (33 U.S.C. \approx 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

27. SPECIAL CONDITIONS

EXECUTIVE ORDERS 13658 AND 13706

a. It has been determined this Easement is not subject to Executive Orders 13658 and 13706 or the regulations issued by the Secretary of Labor in 29 CFR parts 10 and 13 pursuant to the Executive Orders.

b. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this Easement, that an erroneous determination regarding the applicability of Executive Order 13658 was made, the Grantees, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes Grantees releasing any claim or entitlement it would otherwise have to an equitable adjustment to the Easement and indemnifying and holding harmless the United States from the claims of subcontractors and Grantees employees.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

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IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 21 day of January, 2021.

Amanda Simpson
Amanda Simpson
Chief, Military Branch, Real Estate Division
Real Estate Contracting Officer

ACKNOWLEDGMENT

STATE OF Nebraska
COUNTY OF Douglas

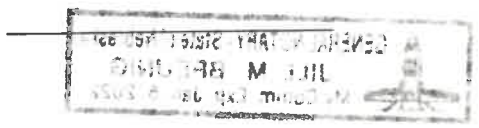
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, within my jurisdiction, the within named Amanda Simpson, who acknowledged that she is the Real Estate Contracting Officer, U.S. Army Engineer District, Omaha, and that in said capacity she executed the above and foregoing **Easement for Levee Right-Of-Way** by authority of the Secretary of the Army for the purposes therein expressed and as the act and deed of the United States of America.

GIVEN UNDER MY HAND AND SEAL, this 21st day of January, 2021.


(SEAL) State of Nebraska - General Notary
GREGORY A CORBOLOTTI
My Commission Expires
December 18, 2022

Gregory A. Corbolotti
NOTARY PUBLIC

My Commission Expires:



THIS EASEMENT is also executed by the Grantees this 18 day of December, 2020


Eric Gottschalk, General Manager
Lower Platte North Natural Resources District

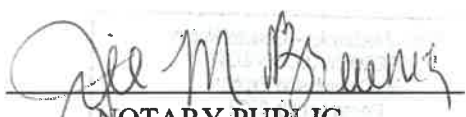
ACKNOWLEDGMENT

STATE OF Nebraska

COUNTY OF Saunder

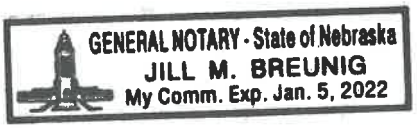
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the county and state, on this 18 day of December, 2020, within my jurisdiction, the within named _____, who acknowledged that he is General Manager [official title] of Lower Platte North Natural Resources District a local governmental subdivision, and that for and on behalf of the said organization, and as its act and deed he executed the above and foregoing instrument after having been duly authorized by said company so to do.

(SEAL)


NOTARY PUBLIC

My Commission Expires:

1/5/22



CERTIFICATE OF AUTHORITY

DACA45-2-18-6033

I hereby certify that I am the CHAIRMAN of
(Secretary or Attesting Officer)

the organization named in the foregoing agreement with the United States of America; that said organization is organized under the laws of the State of Nebraska; that the seal, if applicable, affixed to said instrument is the seal of said organization; that

FRANK POLLARD,
(Name of Officer)

who signed said agreement was then CHAIRMAN of said
(Title of Officer)

organization and has been duly authorized to sign the foregoing agreement on behalf of said organization, binding said organization to the terms therein.

I, as the Secretary/Attesting Officer, hereby attest to the validity of the Signature of said Officer; and that said signature affixed to such agreement is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal,

if applicable, of said organization, this 11 day of JAN, 2021

Frank Pollard
Secretary or Attesting Officer

**LOWER PLATTE NORTH NRD
PO BOX 126
WAHOO, NE 68066-0126**

Corporation or Organization

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same.

MRO Form 851 (21 Aug 02) (Edition dated 1 Oct 91 is obsolete)

THIS EASEMENT is also executed by the Grantees this ____ day of _____, 20__.

Paul Zillig, General Manager
Lower Platte South Natural Resources District

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the county and state, on this ____ day of _____, _____, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ [official title] of Lower Platte South Natural Resources District, a local governmental subdivision, and that for and on behalf of the said organization, and as its act and deed he/she executed the above and foregoing instrument after having been duly authorized by said company so to do.

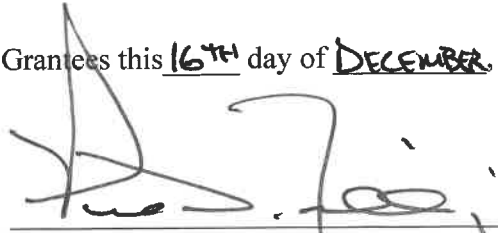
(SEAL)

LOWER PLATTE NORTH DISTRICT
PO BOX 158
WYOMING
My Commission Expires.

NOTARY PUBLIC

CERTIFICATE OF AUTHORITY

THIS EASEMENT is also executed by the Grantees this 16th day of DECEMBER, 2020.



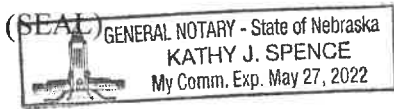
Paul Zillig, General Manager
Lower Platte South Natural Resources District

ACKNOWLEDGMENT

STATE OF NE

COUNTY OF LA

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the county and state, on this 16th day of December, 2020, within my jurisdiction, the within named Paul Zillig who acknowledged that he/she is General Manager [official title] of Lower Platte South Natural Resources District, a local governmental subdivision, and that for and on behalf of the said organization, and as its act and deed he/she executed the above and foregoing instrument after having been duly authorized by said company so to do.



Kathy J. Spence
NOTARY PUBLIC

My Commission Expires:

May 27, 2022

CERTIFICATE OF AUTHORITY

DACA45-2-18-6033

I hereby certify that I am the Attesting Officer of
(Secretary or Attesting Officer)
the organization named in the foregoing agreement with the United States of America; that said organization is organized under the laws of the State of Nebraska; that the seal, if applicable, affixed to said instrument is the seal of said organization; that

Paul Zillig,
(Name of Officer)

who signed said agreement was then General Manager of said
(Title of Officer)

organization and has been duly authorized to sign the foregoing agreement on behalf of said organization, binding said organization to the terms therein.

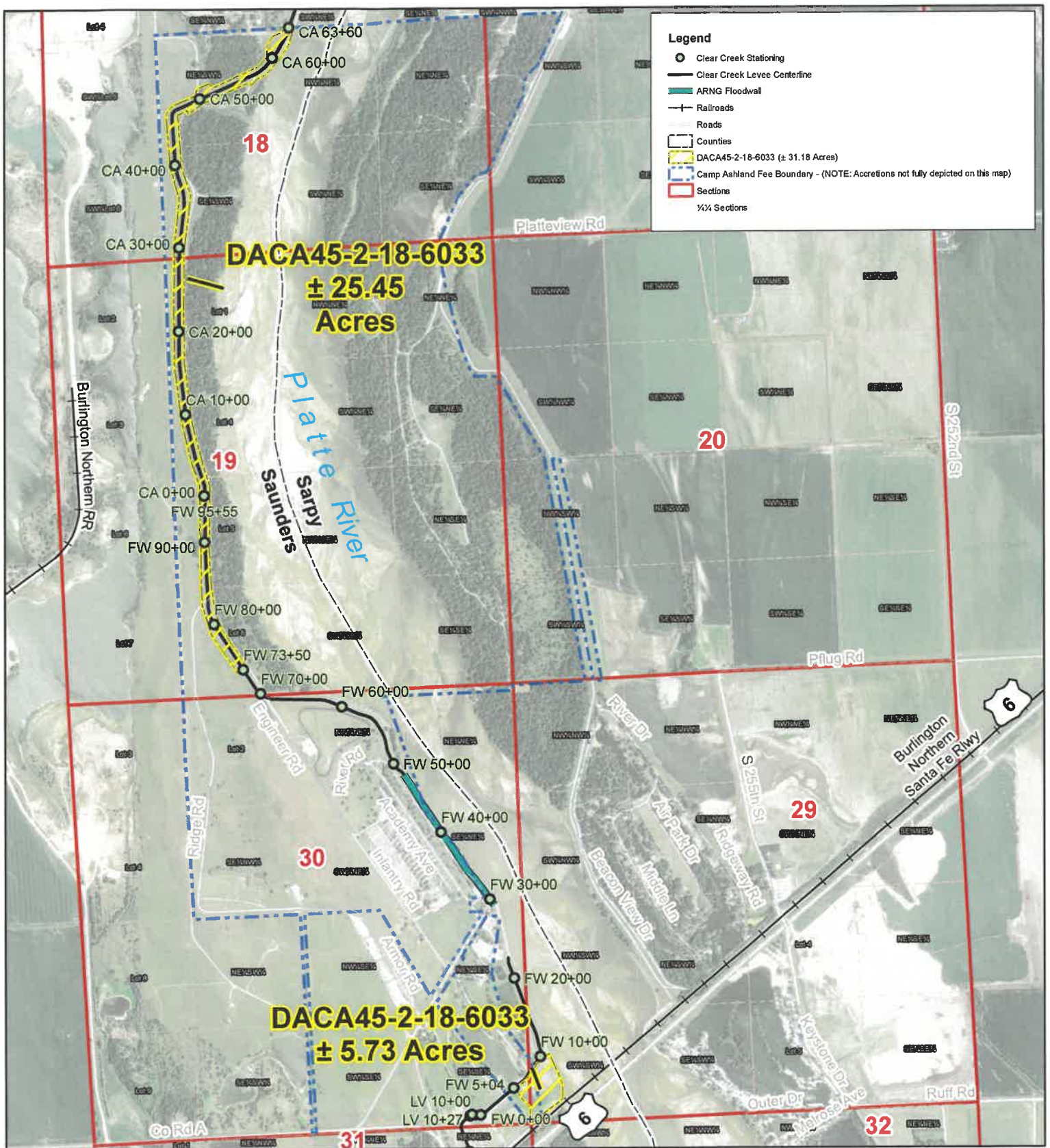
I, as the Secretary/Attesting Officer, hereby attest to the validity of the Signature of said Officer; and that said signature affixed to such agreement is genuine.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal,
if applicable, of said organization, this 16th day of December, 2020.


Secretary or Attesting Officer

Lower Platte South NRD
Corporation or Organization

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same.



Real Estate CERWQ-RE-S	
Produced By Kyle Gaston	 US Army Corps of Engineers ® Omaha District
Production Date September 22, 2018	
Revised By Jesse Otterson	
Revision Date December 2, 2020	
File Location T:\Western_Sarpy\Camp_Ashland\DACA45-2-18-6033 DACA45-2-18-6033_Exhibit_A-1.mxd	

Camp Ashland

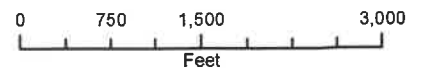
Western Sarpy/Clear Creek

Saunders County, Nebraska

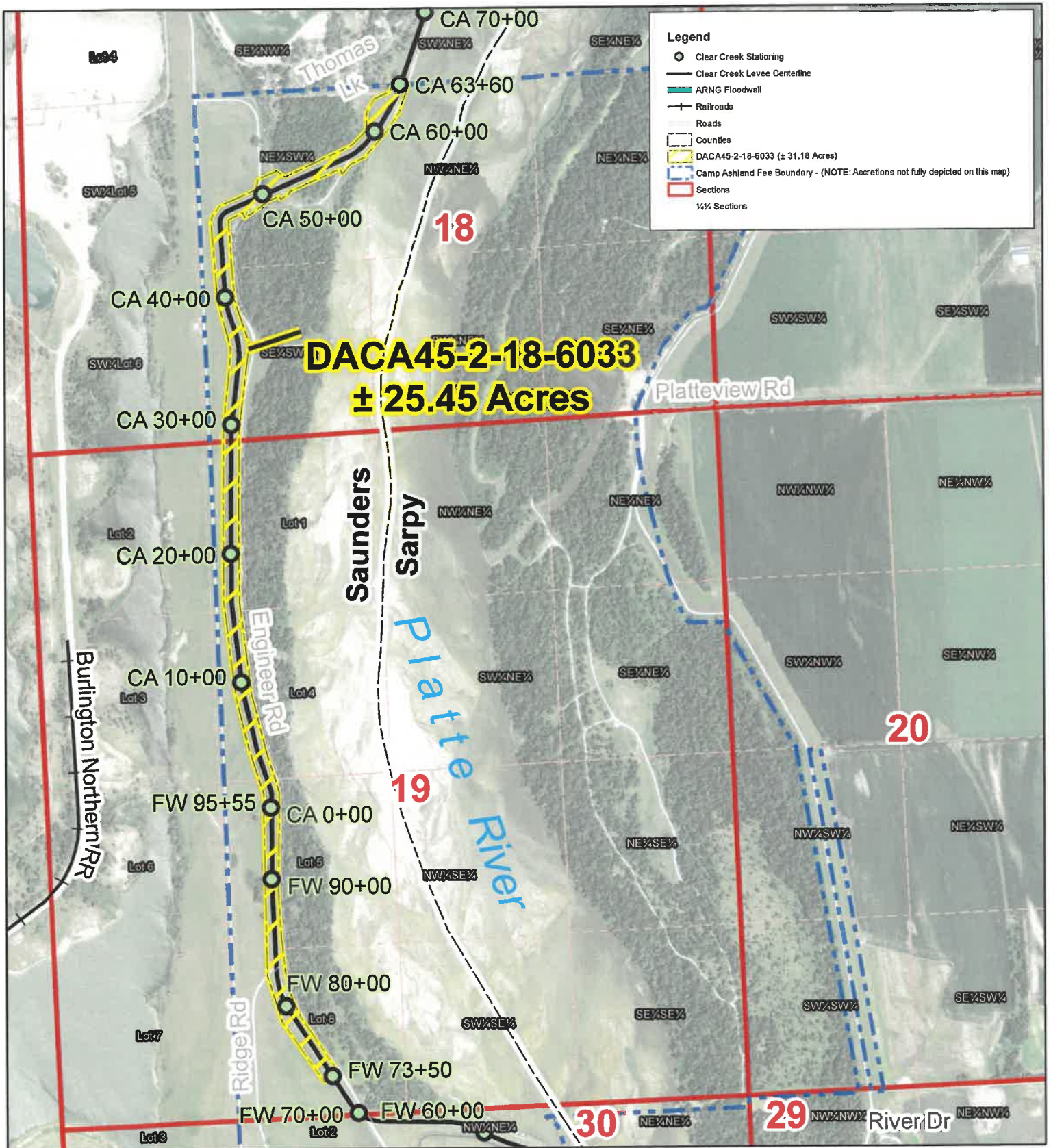


T 13N, R 10E
6th Principle Meridian

Disclaimer: The Government furnishes this data and the recipient accepts and uses it with the express understanding that the United States Government makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, usability, or suitability for any particular purpose of the information and data furnished. The United States shall be under no liability whatsoever to any person by reason of any use made thereof. Data displayed on this map are approximations derived from GIS layers and should NOT be used in place of survey data or legal land descriptions.



**EXHIBIT "A-1" ATTACHED TO AND
MADE A PART OF DACA45-2-18-6033**



Legend

- Clear Creek Stationing
- Clear Creek Levee Centerline
- ARNG Floodwall
- Railroads
- Roads
- Counties
- DACA45-2-18-6033 (± 31.18 Acres)
- Camp Ashland Fee Boundary - (NOTE: Accretions not fully depicted on this map)
- Sections
- ¼ Sections

**DACA45-2-18-6033
± 25.45 Acres**

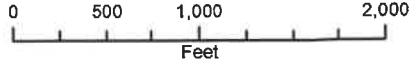
Saunders
Sarpy
Platte
River

Real Estate CENWO-RE-S	
Produced By Kyle Gaston	
Production Date September 22, 2018	
Reviewed By Jesse Otterson	US Army Corps of Engineers Omaha District
Revision Date December 2, 2020	
File Location: T:\Western_Sarpy\Camp_Ashland\DACA45-2-18-6033\ DACA45-2-18-6033_Exhibit_A-2.mxd	

**Camp Ashland
Western Sarpy/Clear Creek
Saunders County, Nebraska**

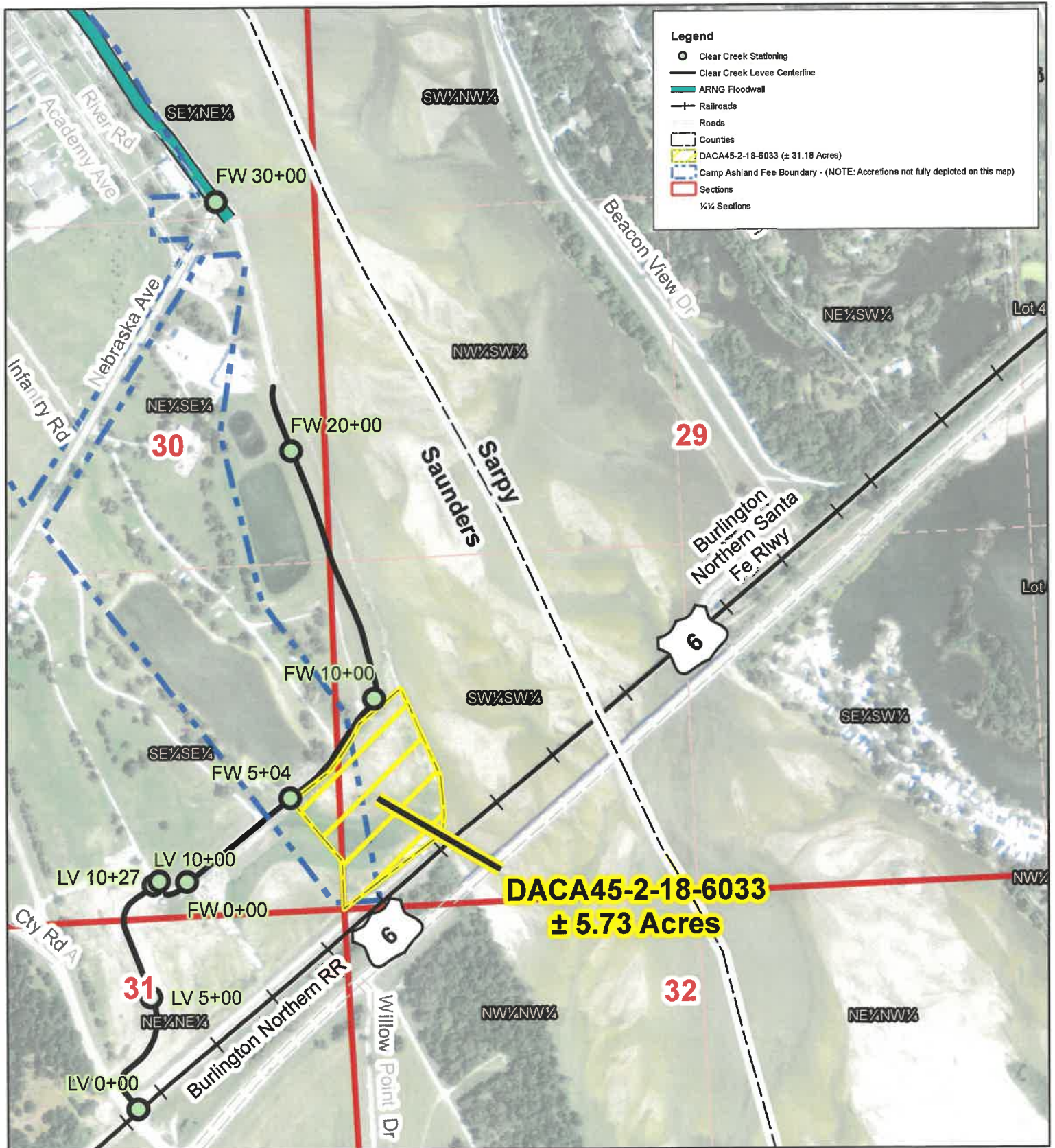


T 13N, R 10E
6th Principle Meridian



**EXHIBIT "A-2" ATTACHED TO AND
MADE A PART OF DACA45-2-18-6033**

Disclaimer: The Government furnishes this data and the recipient accepts and uses it with the express understanding that the United States Government makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, usability, or suitability for any particular purpose of the information and data furnished. The United States shall be under no liability whatsoever to any person by reason of any use made thereof. Data displayed on this map are approximations derived from GIS layers and should NOT be used in place of survey data or legal land descriptions.



Legend

- Clear Creek Stationing
- Clear Creek Levee Centerline
- ▬ ARNG Floodwall
- Railroads
- Roads
- ▭ Counties
- ▭ DACA45-2-18-6033 (± 31.18 Acres)
- ▭ Camp Ashland Fee Boundary - (NOTE: Accretions not fully depicted on this map)
- ▭ Sections
- ▭ 1/4 Sections

Real Estate CENWO-RES	
Produced By Kyle Gaston	 US Army Corps of Engineers © Omaha District
Production Date September 22, 2018	
Revised By Jesse Otterson	
Revision Date November 18, 2020	
File Location T:\Westem_Sarpy\Camp_Ashland\DACA45-2-18-6033\ DACA45-2-18-6033_Exhibit_A-3.mxd	

Camp Ashland

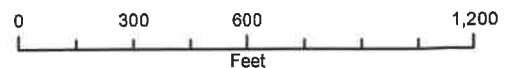
Western Sarpy/Clear Creek

Saunders County, Nebraska



T 13N, R 10E
6th Principle Meridian

Disclaimer: The Government furnishes this data and the recipient accepts and uses it with the express understanding that the United States Government makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, usability, or suitability for any particular purpose of the information and data furnished. The United States shall be under no liability whatsoever to any person by reason of any use made thereof. Data displayed on this map are approximations derived from GIS layers and should NOT be used in place of survey data or legal land descriptions.



**EXHIBIT "A-3" ATTACHED TO AND
MADE A PART OF DACA45-2-18-6033**

Lower Plate North Natural Resource District
&
Lower Plate South Natural Resource District

Parcel 1

A Parcel of land located in the SW¼SW¼ of Section 29, and the SE¼SE¼ of Section 30, Township 13 North, Range 10 East of the 6th P.M., Saunders County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Section 29;

Thence North 02°33'53" West, 185.2 feet;

Thence North 39°59'00" West, 294.01 feet to a point on the Southerly line of an existing levee road;

Thence North 52°08'01" East, 171.61 feet;

Thence 223.99 feet along a curve to the left having a radius of 916.09 feet, a central angle of 14°00'34", and a chord bearing North 32°56'57" East, 223.44 feet;

Thence North 49°29'11" East, 206.07 feet;

Thence South 23°58'13" East, 367.70 feet;

Thence South 05°25'49" East, 145.84 feet;

Thence South 06°00'24" West, 69.31 feet;

Thence South 52°23'22" West, 470.09 feet to the **POINT OF BEGINNING**.

The tract of land herein described contain 5.73 acres, more or less.

ALSO

Parcel 2

A Tract of land located in the SW¼ and the NW¼SE¼ of Section 18 and the W½ of Section 19, Township 13 North, Range 10 East of the 6th P.M., Saunders County, Nebraska, more particularly described as follows:

18NOV2020JEO
16NOV2020JEO
22SEPT2018KEG

Western Sarpy Clear Creek
Saunders County, NE
U.S.A. (Camp Ashland)

Commencing at the Southwest corner of said Section 19;

Thence North 79°58'02" East, a distance of 2,050.95 feet to a point at Clear Creek Levee Station 73+50 and the **POINT OF BEGINNING**.

Thence North 34°31'12" West, a distance of 567.83 feet;

Thence North 17°24'21" West, a distance of 374.96 feet;

Thence North 01°06'42" West, a distance of 1,280.77 feet;

Thence North 00°09'57" East, a distance of 132.89 feet;

Thence North 18°12'59" West, a distance of 335.45 feet;

Thence North 13°24'53" West, a distance of 465.78 feet;

Thence North 07°03'54" West, a distance of 710.70 feet;

Thence North 00°17'52" West, a distance of 695.20 feet;

Thence North 00°24'58" East, a distance of 662.76 feet;

Thence North 05°43'40" East, a distance of 605.98 feet;

Thence North 15°20'24" West, a distance of 389.35 feet;

Thence North 04°44'03" West, a distance of 601.74 feet;

Thence North 08°47'19" East, a distance of 50.98 feet;

Thence North 36°51'49" East, a distance of 103.70 feet;

Thence North 66°04'07" East, a distance of 303.68 feet;

Thence North 10°39'55" East, a distance of 81.64 feet;

Thence North 66°36'44" East, a distance of 156.44 feet;

Thence South 58°54'35" East, a distance of 80.61 feet;

Thence North 65°12'44" East, a distance of 566.89 feet;

Thence North 44°01'59" East, a distance of 155.57 feet;

18NOV2020JEO
16NOV2020JEO
22SEPT2018KEG

EXHIBIT "B" ATTACHED TO AND MADE
A PART OF DACW45-2-18-6033

Western Sarpy Clear Creek
Saunders County, NE
U.S.A. (Camp Ashland)

Thence North 01°19'59" East, a distance of 138.51 feet;
Thence North 29°24'14" East, a distance of 123.66 feet;
Thence North 66°54'16" East, a distance of 126.83 feet;
Thence North 19°42'46" East, a distance of 56.36 feet;
Thence North 87°11'49" East, a distance of 129.37 feet;
Thence South 19°27'59" West, a distance of 109.65 feet;
Thence South 17°46'39" West, a distance of 112.85 feet;
Thence South 32°40'31" West, a distance of 186.92 feet;
Thence South 41°04'55" West, a distance of 256.24 feet;
Thence South 64°15'07" West, a distance of 117.69 feet;
Thence South 42°30'15" West, a distance of 104.15 feet;
Thence North 22°38'28" West, a distance of 41.62 feet;
Thence South 66°08'40" West, a distance of 431.00 feet;
Thence South 23°08'09" East, a distance of 12.68 feet;
Thence South 56°55'26" West, a distance of 80.79 feet;
Thence North 24°03'40" West, a distance of 25.62 feet;
Thence South 66°08'41" West, a distance of 96.00 feet;
Thence South 53°59'38" West, a distance of 215.93 feet;
Thence North 23°44'26" West, a distance of 45.45 feet;
Thence South 62°55'16" West, a distance of 124.71 feet;
Thence South 04°02'45" East, a distance of 612.09 feet;
Thence South 18°15'59" East, a distance of 357.91 feet;

18NOV2020JEO
16NOV2020JEO
22SEPT2018KEG

EXHIBIT "B" ATTACHED TO AND MADE
A PART OF DACW45-2-18-6033

Western Sarpy Clear Creek
Saunders County, NE
U.S.A. (Camp Ashland)

Thence South 06°40'49" West, a distance of 656.94 feet;

Thence South 00°34'16" West, a distance of 657.52 feet;

Thence South 00°23'25" East, a distance of 695.68 feet;

Thence South 07°13'32" East, a distance of 712.28 feet;

Thence South 13°43'16" East, a distance of 470.99 feet;

Thence South 17°36'29" East, a distance of 319.97 feet;

Thence South 00°15'05" East, a distance of 144.79 feet;

Thence South 00°51'46" West, a distance of 350.43 feet;

Thence South 01°04'01" West, a distance of 261.88 feet;

Thence South 03°19'12" East, a distance of 364.91 feet;

Thence South 06°25'02" East, a distance of 257.64 feet;

Thence South 10°36'53" East, a distance of 166.41 feet;

Thence South 23°12'49" East, a distance of 212.10 feet;

Thence South 33°46'47" East, a distance of 532.75 feet to a point at Clear Creek Levee Station
FW 73+50;

Thence South 57°08'34" West, 132.66 feet, to the **POINT OF BEGINNING**;

The tract of land herein described contain 25.45 acres, more or less.

The combined tracts of land herein described contain 31.18 acres, more or less.

18NOV2020JEO
16NOV2020JEO
22SEPT2018KEG

EXHIBIT "B" ATTACHED TO AND MADE
A PART OF DACW45-2-18-6033

**OPERATION & MAINTENANCE ADDENDUM TO
2003 INTERLOCAL COOPERATION ACT AGREEMENT AMONG
NEBRASKA ARMY NATIONAL GUARD,
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT,
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT and
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
FOR THE
NEBRASKA ARMY NATIONAL GUARD FLOOD CONTROL PROJECT
AND
2001 INTERLOCAL COOPERATION ACT AGREEMENT AMONG
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT,
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT and
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
FOR THE
WESTERN SARPY/CLEAR CREEK FLOOD CONTROL PROJECT**

This Interlocal Cooperation Act Agreement Addendum (hereinafter "**THIS ADDENDUM**") is made by and among the following:

Lower Platte North Natural Resources District (hereinafter "**LPNNRD**");
Lower Platte South Natural Resources District (hereinafter "**LPSNRD**");
Nebraska Army National Guard (hereinafter "**NE-ARNG**"); and,
Papio-Missouri River Natural Resources District (hereinafter "**P-MRNRD**"),

hereinafter referred to collectively as "**the PARTIES**".

In **THIS ADDENDUM**, (a) LPNNRD, LPSNRD and P-MRNRD will be referred to collectively as "**the NRDS**"; (b) the Western Sarpy/Clear Creek Flood Control Project, consisting of approximately eight (8) miles of levee on the eastern side of the Platte River and approximately ten (10) miles of levee on the western side of the Platte River, will be referred to herein as "**the WS/CC PROJECT**"; and, (c) the Nebraska Army

National Guard Flood Control Project, consisting of approximately three (3) miles of levee on the western side of the Platte River and other components on the eastern side thereof, will be referred to herein as “the **AS-BUILT NE-ARNG PROJECT.**”¹

WHEREAS, in a 2001 INTERLOCAL COOPERATION ACT AGREEMENT, entered into by and among the NRDS, such parties agreed that, with limited exceptions, the P-MRNRD, at its sole and unreimbursed cost and expense, shall perform or provide for the operation, maintenance, replacement, repair and rehabilitation (hereinafter “**OMRR&R**”), shall have flood-fight authority, and shall perform or provide for the performance of all other non-federal sponsor’s duties, with respect to all those portions of the WS/CC PROJECT which are physically located within the boundaries of the P-MRNRD; and, agreed that, with limited exceptions therein stated, the LPNNRD, at its sole and unreimbursed cost and expense, shall perform or provide OMRR&R, shall have flood-fight authority, and shall perform or provide for the performance of all other non-federal sponsor’s duties, with respect to all those portions of the WS/CC PROJECT which are physically located within the boundaries of the LPSNRD or the LPNNRD.

WHEREAS, in a 2003 INTERLOCAL COOPERATION ACT AGREEMENT entered into by and among the PARTIES (the “**2003 AGREEMENT**”), the PARTIES provided for the OMRR&R of the NE-ARNG PROJECT, as follows:

“7. **NE-ARNG PROJECT OMRR&R.** After construction of the NE-ARNG PROJECT is completed, the NRDS, without cost to the NE-ARNG, shall perform or provide for the OMRR&R of those portions of the NE-ARNG LEVEE and the WEIR

¹ Components of the AS-BUILT NE-ARNG PROJECT are inventoried on the O&M Clear Creek and O&M Western Sarpy – DETAIL MAPS that are attached hereto as Attachment “A” and incorporated herein by reference.

AND REVETMENT which run alongside and immediately adjacent to the Platte River. The NE-ARNG shall perform or provide for the OMRR&R of the remaining portions of the NE-ARNG PROJECT, without cost to the NRDS. OMRR&R of the NE-ARNG PROJECT shall be performed in a manner compatible with the project's authorized purposes and in accordance with applicable Federal and State laws and specific directions prescribed in the NE-ARNG PROJECT OMRR&R MANUAL.”

WHEREAS, the PARTIES desire to expand, modify and clarify their individual responsibilities to each other for the OMRR&R of certain components of the AS-BUILT NE-ARNG PROJECT, and desire to designate the respective members of the PARTIES who will have authority and responsibility for each such respective component of the AS-BUILT NE-ARNG PROJECT upon the occurrence of a Platte River flood in the vicinity of the AS-BUILT NE-ARNG PROJECT; and,

WHEREAS, THIS ADDENDUM is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. Secs. 13-801, et seq.), without a separate entity being created, and whenever possible, THIS ADDENDUM shall be construed in conformity therewith.

NOW THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the PARTIES agree as follows:

1) DISTRIBUTION OF RESPONSIBILITY AND AUTHORITY FOR OMRR&R. After completion of construction, the respective responsibilities of the PARTIES for OMRR&R of components of the AS-BUILT NE-ARNG PROJECT, and the respective authorities of the PARTIES for direction and supervision of such components upon the expectation or occurrence of Platte River and Salt Creek flooding in the vicinity of the AS-BUILT NE-ARNG PROJECT, shall be and is hereby distributed among and assumed by the following respective PARTIES as shown in the following table, to-wit:

nrd120525agWSCC_O&M

OMRR&R RESPONSIBILITY	FLOOD FIGHT AUTHORITY	LOCATION COMPONENT
		<i>WEST SIDE OF PLATTE RIVER</i>
		CLEAR CREEK LEVEE EXTENSION
LPNNRD	LPNNRD	<ul style="list-style-type: none"> • “Camp Ashland Levee” (Levee adjacent to Platte River from station FW73+50 to CA63+60)
LPNNRD	LPNNRD	<ul style="list-style-type: none"> • “Culverts” (Concrete boxes under County Road A at station LVO+85, 48” RCP in Fuse Plug Levee at station LV8+56 and twin 60” RCPs in Camp Ashland Levee at station CA51+42)
LPNNRD	Flood Fight Director ² LPNNRD	<ul style="list-style-type: none"> • “Fuse Plug Levee” (Sand Fuse Plug/earth levee from station LVO+00 to station FWO+00, including the Fuse Plug Notch and concrete slab centerline at station LV7+57 ³
LPSNRD	LPNNRD	<ul style="list-style-type: none"> • “BNSF RR Berm” (Earth berm, erosion control and rip rap parallel to and partially on BNSF RR ROW)
LPSNRD	LPNNRD	<ul style="list-style-type: none"> • “Salt Creek Floodway” (Area between the BNSF RR Berm and the NE-ARNG Levee, extending from the Fuse Plug Levee to the Platte River)
NE-ARNG	NE-ARNG	<ul style="list-style-type: none"> • “Fuse Plug Notch Temporary Flood Barrier” centerline at station LV7+57
		NE-ARNG PROJECT
NE-ARNG	NE-ARNG	<ul style="list-style-type: none"> • “Weir and Revetment” (Sheet pile/weir and rip rap extending from BNSF RR Berm to the NE-

² The Flood Fight Director’s duties are identified in Western Sarpy/Clear Creek Flood Reduction Project Sarpy County and Saunders County, Nebraska – Clear Creek - Platte River Right Bank Levee System Clear Creek- Platte River RB Levee Segment Operation and Maintenance Manual – APPENDIX B – Camp Ashland Fuse Plug Embankment Operating Procedures (hereinafter the “**Camp Ashland Fuse Plug O&M Manual**”), adopted by the U.S. Army Corps of Engineers.

³ See “CAMP ASHLAND FUSE PLUG” plan view diagram dated September 19, 2018, a copy of which is attached hereto as Attachment “B” and incorporated herein by reference.

		ARNG Levee station FW0+00)
OMRR&R RESPONSIBILITY	FLOOD FIGHT AUTHORITY	LOCATION COMPONENT
NE-ARNG	NE-ARNG	<ul style="list-style-type: none"> • “NE-ARNG Levee” (Levee adjacent to Platte River from station FW0+00 to station FW73+50, including flood wall, rip rap and 48” RCP at station FW5+45)
		EAST SIDE OF PLATTE RIVER
		WESTERN SARPY LEVEE EXTENSION
P-MRNRD	P-MRNRD	<ul style="list-style-type: none"> • “Western Sarpy Levee” extending northerly from Private (Bundy) Road at station WS43+25LB to northern boundary of NE-ARNG property at station WS133+72LB
		EAST BANK CHUTE CONSERVATION MEASURES
P-MRNRD	NE-ARNG	<ul style="list-style-type: none"> • “East Bank/East Chute” (Platte River chute extending northerly from Platte River to northern boundary of NE-ARNG property)
P-MRNRD	NE-ARNG	<ul style="list-style-type: none"> • “3 Texas Crossings over East Bank/East Chute”
NE-ARNG	NE-ARNG	<ul style="list-style-type: none"> • “Culvert and road crossing over East Bank/East Chute”
P-MRNRD	NE-ARNG	<ul style="list-style-type: none"> • “East Bank/West Chute” (Platte River chute extending northerly from on NE-ARNG property onto P-MRNRD property)

2) **DISTRIBUTION OF COSTS FOR OMRR&R.** Each of the PARTIES, at its sole cost and unreimbursed expense, shall perform or provide OMRR&R for the components of the AS-BUILT NE-ARNG PROJECT for which they are responsible, with

nrd120525agWSCC_O&M

the following exceptions, to-wit:

- a) In the cases of components on the West side of the Platte River, identified above as the CLEAR CREEK LEVEE EXTENSION, (1)LPNNRD shall perform all OMRR&R required for the “Camp Ashland Levee”, “Culverts” and “Fuse Plug Levee”; and LPSNRD shall reimburse upon demand one-half (1/2) of the reasonable cost and expense incurred by LPNNRD for such OMRR&R of such components; (2) LPSNRD shall perform all OMRR&R for the “BNSF RR Berm” and “Salt Creek Floodway”; and LPNNRD shall reimburse upon demand one-half (1/2) of the reasonable cost and expense incurred by LPSNRD for such OMRR&R of such components; and (3) the NE-ARNG shall perform all OMRR&R for the “Fuse Plug Notch Temporary Flood Barrier” and provide for the annual installation, prior to snow melt season Platte River flooding, and for the annual removal after snow melt season Platte River flooding, of a temporary flood barrier in the Fuse Plug Notch, all at its own cost and unreimbursed expense.
- b) In the cases of components on the East side of the Platte River, identified above as EAST BANK CHUTE CONSERVATION MEASURES, (1) the NE-ARNG shall perform all OMRR&R for the “Culvert and road crossing over the East Bank/East Chute” at its own cost and unreimbursed expense; and (2) P-MRNRD shall perform all other OMRR&R required for such components and the NE-ARNG shall reimburse upon demand one-half (1/2) of the reasonable cost and expense incurred by P-MRNRD for such OMRR&R of such components.

3) **COORDINATING COMMITTEE.** The PARTIES hereby establish a committee (hereinafter the “**WS/CC COORDINATING COMMITTEE**”), consisting of one member-representative(s) designated by each of the PARTIES, who shall serve at the pleasure of their appointing PARTIES and who, upon the expectation or occurrence of Platte River flooding in the vicinity of the AS-BUILT NE-ARNG PROJECT, shall commence to confer regularly with the other PARTIES, exchange information and prepare cooperative plans for flood fighting and for implementation of the Camp Ashland Fuse Plug O&M Manual. The WS/CC COORDINATING COMMITTEE shall meet at least once annually and the P-MRNRD is designated as the lead agency of the committee.

4) **FLOOD FIGHT DIRECTOR.** The PARTIES hereby designate the General Manager of the LPNNRD, or his delegate, as the “Flood Fight Director” referred to in the Camp Ashland Fuse Plug O&M Manual for the AS-BUILT NE-ARNG PROJECT.


5) **RATIFICATION.** Except as the 2003 AGREEMENT or the 2001 AGREEMENT are expressly amended by THIS ADDENDUM, the 2003 AGREEMENT and 2001 AGREEMENT shall remain in effect and binding upon the parties who entered into the respective agreements.

6) **EFFECTIVE DATE.** THIS ADDENDUM shall be deemed to have permanent duration, and shall become effective upon complete execution of counterparts of THIS ADDENDUM by the PARTIES.

IN WITNESS WHEREOF,

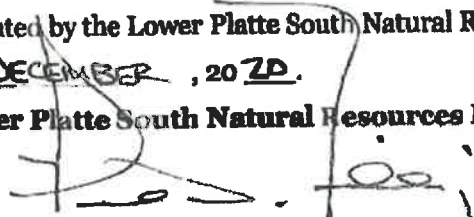
THIS ADDENDUM is executed by the Lower Platte North Natural Resources District on this 14th day of DECEMBER, 2020.

Lower Platte North Natural Resources District

By: 
Title: GENERAL MANAGER

THIS ADDENDUM is executed by the Lower Platte South Natural Resources District on this 16th day of DECEMBER, 2020.

Lower Platte South Natural Resources District

By: 
Title: GENERAL MANAGER

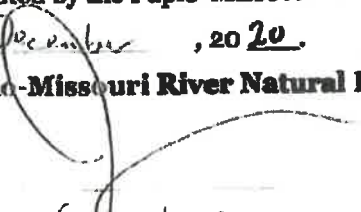
THIS ADDENDUM is executed by the Nebraska Army National Guard on this 29th day of January, 2021.

Nebraska Army National Guard

By: 
Title: The Adjutant General

THIS ADDENDUM is executed by the Papio-Missouri River Natural Resources District on this 11th day of December, 2020.

Papio-Missouri River Natural Resources District

By: 
Title: General Manager

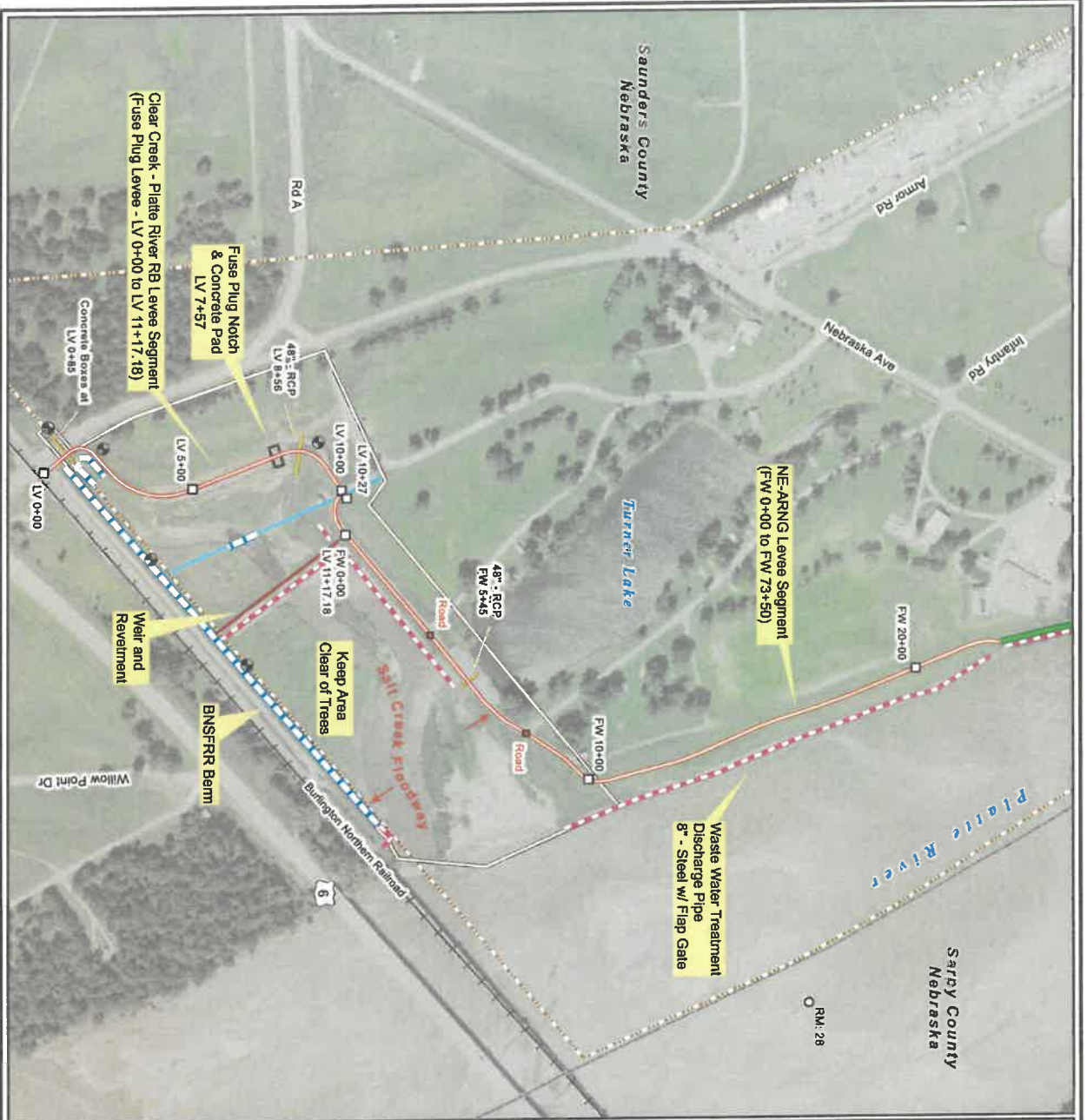


FIGURE C-3-3: 0&M Clear Creek - DETAIL MAP "A"

LEVEE SYSTEM:
 Clear Creek - Platte River RB

LEVEE FEDERAL AUTHORIZATION NAME:
 Western Sarpy/Clear Creek Flood Reduction Project
LEVEE FEDERAL AUTHORIZATION TYPE:
 Clear Creek - Platte River RB Levee Segment
 USACE Federally constructed turned over to on-Federal Sponsor for operations and maintenance
 NE-ARRNG Levee Segment (OFA)
 Other Federal Agency - Military Construction

MAP FILE NAME:
 Fig_C-3-3_Detail_Clear_Creek_Platte_Riv_RB

- District River Mile
- Levee Stationing
- ▣ Levee Crossing
- ▲ Survey Control
- ⊕ Staff Gage
- ⊗ ROW Markers
- ✕ Levee Turn Arrounds
- Levee Centerline
- Fuse Plug Access
- Floodwall
- Culvert
- Seepage Berm
- Toe Drain
- Flexible Concrete Block
- Erosion Control Mat
- Erosion Control
- Rip Rap
- Sheet PileWeir
- Right of Way
- NEARNG Boundary
- Hard Points
- Water Main
- Railroad
- County Boundaries

US Army Corps of Engineers
Omaha District

Imagery Source:
 U. S. Department of Agriculture,
 Farm Service Agency, 2016

Scale:
 0 100 200 300 600
 Feet

DATA SOURCE:
 GR- 02 December 2018

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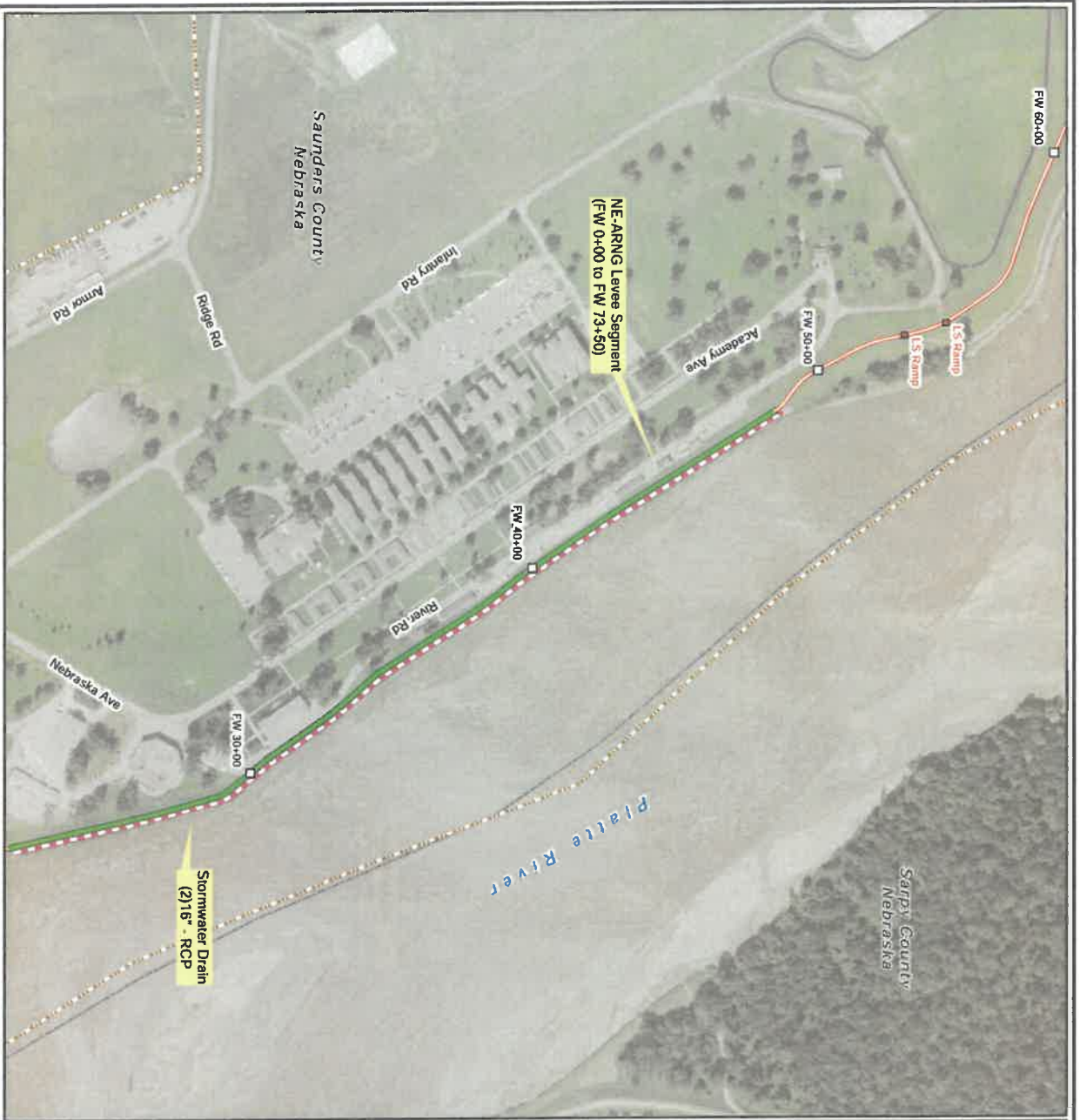


FIGURE C-3-4: O&M Clear Creek - DETAIL MAP "B"

LEVEE SYSTEM:
Clear Creek - Platte River RB

LEVEE FEDERAL AUTHORIZATION NAME:
Western Sarpy/Clear Creek Flood Reduction Project

LEVEE FEDERAL AUTHORIZATION TYPE:
Clear Creek - Platte River RB Levee Segment

USACE Federally constructed turned over to on-Federal Sponsor for operations and maintenance
NE-ARNG Levee Segment (OFA)
Other - Federal Agency - Military Construction

MAP FILE NAME:
Fig_C-3-4_Detail_Clear_Creek_Platte_Riv_RB

- District River Mile
- Levee Stationing
- ▣ Levee Crossing
- ▲ Survey Control
- ⊕ Staff Gage
- ⊗ ROW Markers
- ✕ Levee Turn Arounds
- Levee Centerline
- Fuse Plug Access Road
- Floodwall
- Culvert
- Seepage Berm
- Toe Drain
- Flapmat
- Erosion Control
- Rip Rap
- Sheet Pile Weir
- Right of Way
- NEARNG Boundary
- Hard Points
- Water Main
- County Boundaries



US Army Corps of Engineers
Omaha District



U.S. Department of the Army
Farm Service Agency's 2016
02 December 2026

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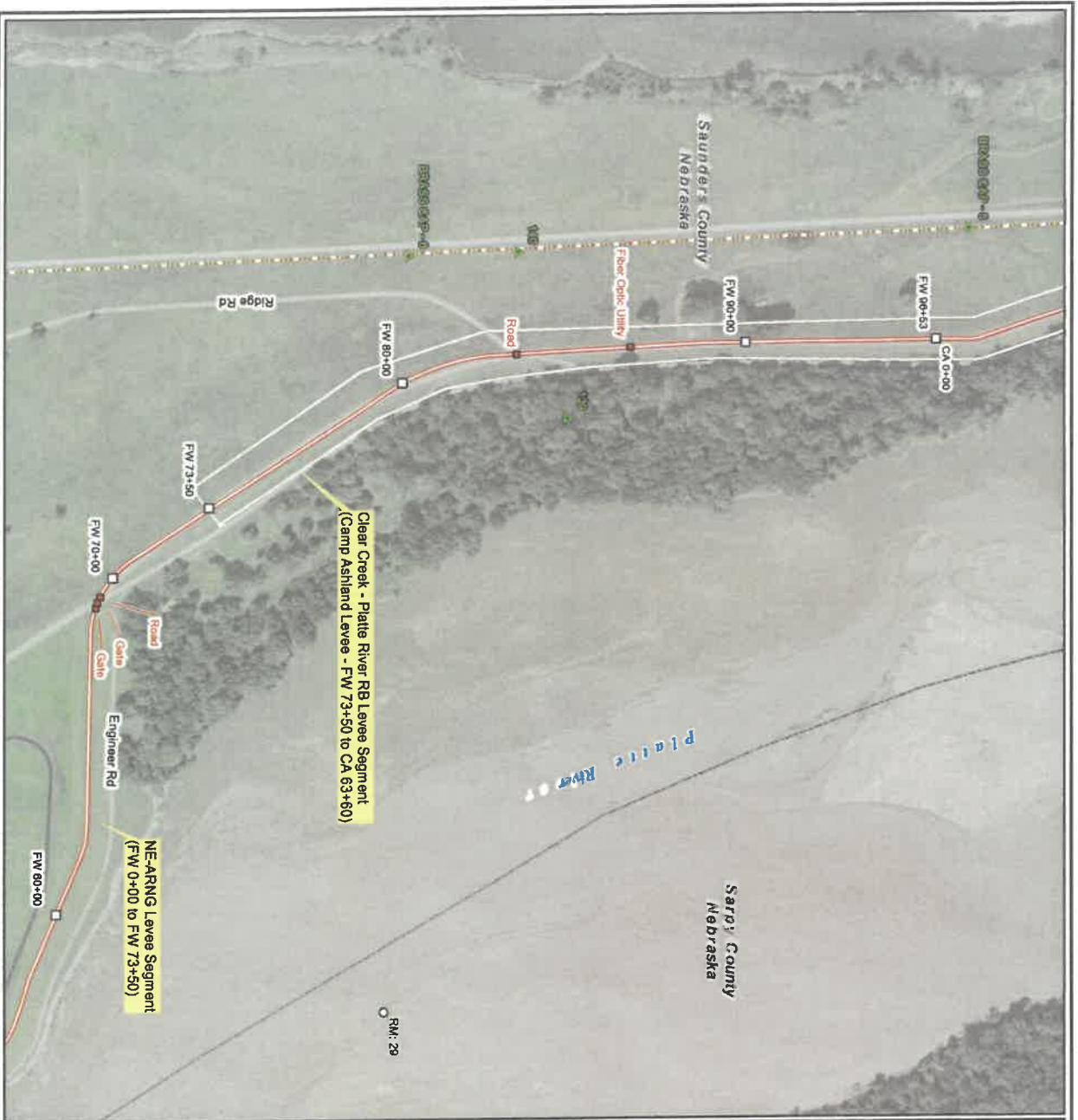


FIGURE C-3-5: O&M Clear Creek - DETAIL MAP "C"

LEVEE SYSTEM: Clear Creek - Platte River RB
LEVEE FEDERAL AUTHORIZATION NAME: Western Sarpy/Clear Creek Flood Reduction Project
LEVEE FEDERAL AUTHORIZATION TYPE: Clear Creek - Platte River RB Levee Segment USACE Federally constructed turned over to Non-Federal Sponsor for operations and maintenance NE-ARNG Levee Segment (OFA) Other Federal Agency - Military Construction
MAP FILE NAME: Fig_C-3-5_Detail_Clear_Creek_Platte_Riv_RB

- District River Mile
- Levee Stationing
- Levee Crossing
- ▲ Survey Control
- Levee Centerline
- Right of Way
- NEARNG Boundary
- County Boundaries

Imagery Source:
 U. S. Department of Agriculture,
 Farm Service Agency, 2016

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DATA COORDINATE: NAD 83 UTM Zone 18N
 Scale: 1" = 300 Feet

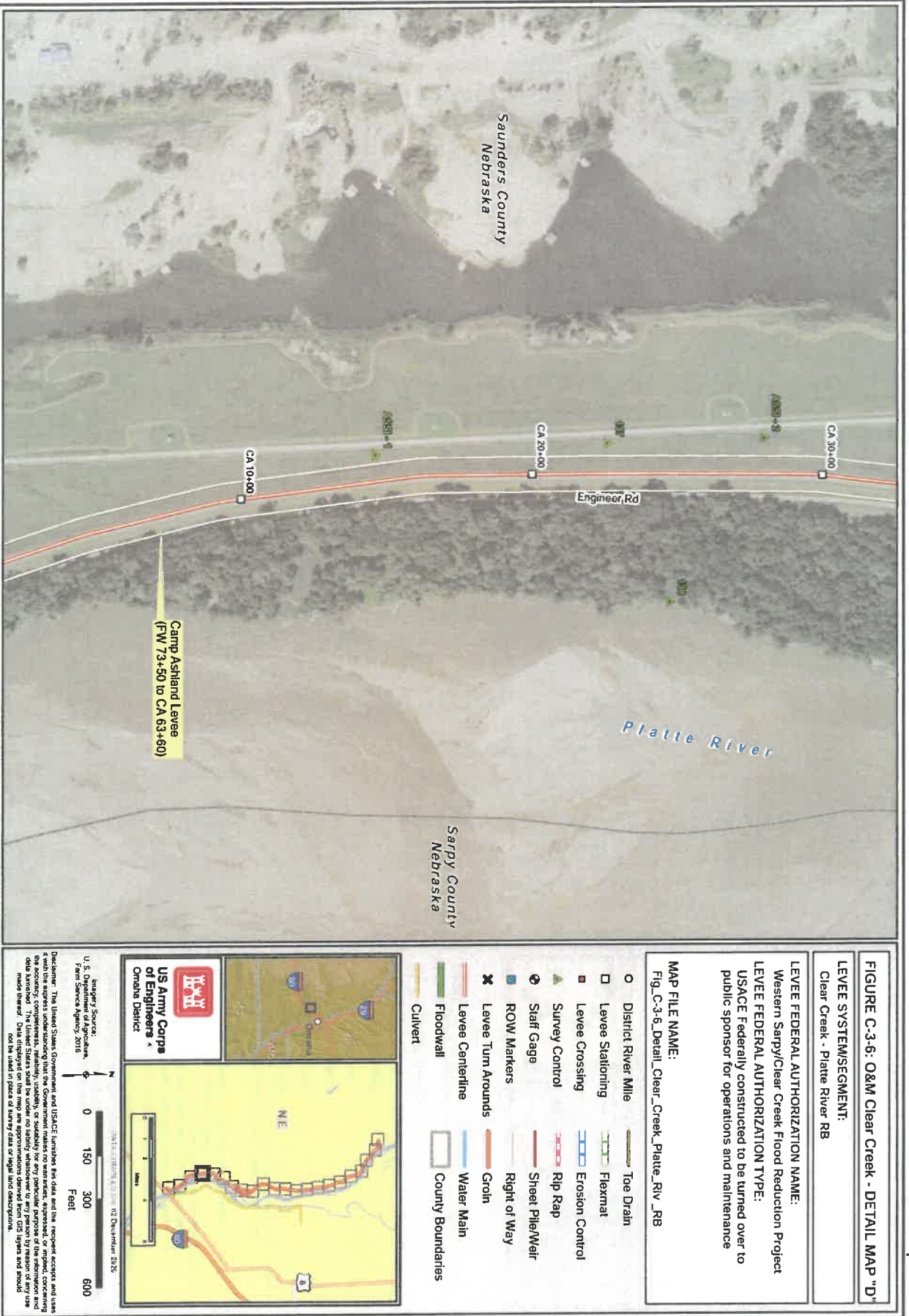


FIGURE C-3-6: O&M Clear Creek - DETAIL MAP "D"

LEVEE SYSTEM/SEGMENT:
Clear Creek - Platte River RB

LEVEE FEDERAL AUTHORIZATION NAME:
Western Sarpy/Clear Creek Flood Reduction Project
LEVEE FEDERAL AUTHORIZATION TYPE:
USACE Federally constructed to be turned over to public sponsor for operations and maintenance

MAP FILE NAME:
Fig_C-3-6_Detail_Clear_Creek_Platte_Riv_RB

- District River Mile
- Levee Stationing
- Levee Crossing
- ▲ Survey Control
- ⊕ Staff Gage
- ROW Markers
- ✕ Levee Turn Arounds
- Levee Centerline
- Floodwall
- Culvert
- Toe Drain
- Flexmat
- Erosion Control
- Rip Rap
- Sheet Pile/Wall
- Right of Way
- Groin
- Water Main
- County Boundaries

US Army Corps of Engineers
Omaha District

Map Scale: 1 inch = 300 feet

0 150 300 600 Feet

U.S. Department of the Interior
Farm Service Agency, 2018

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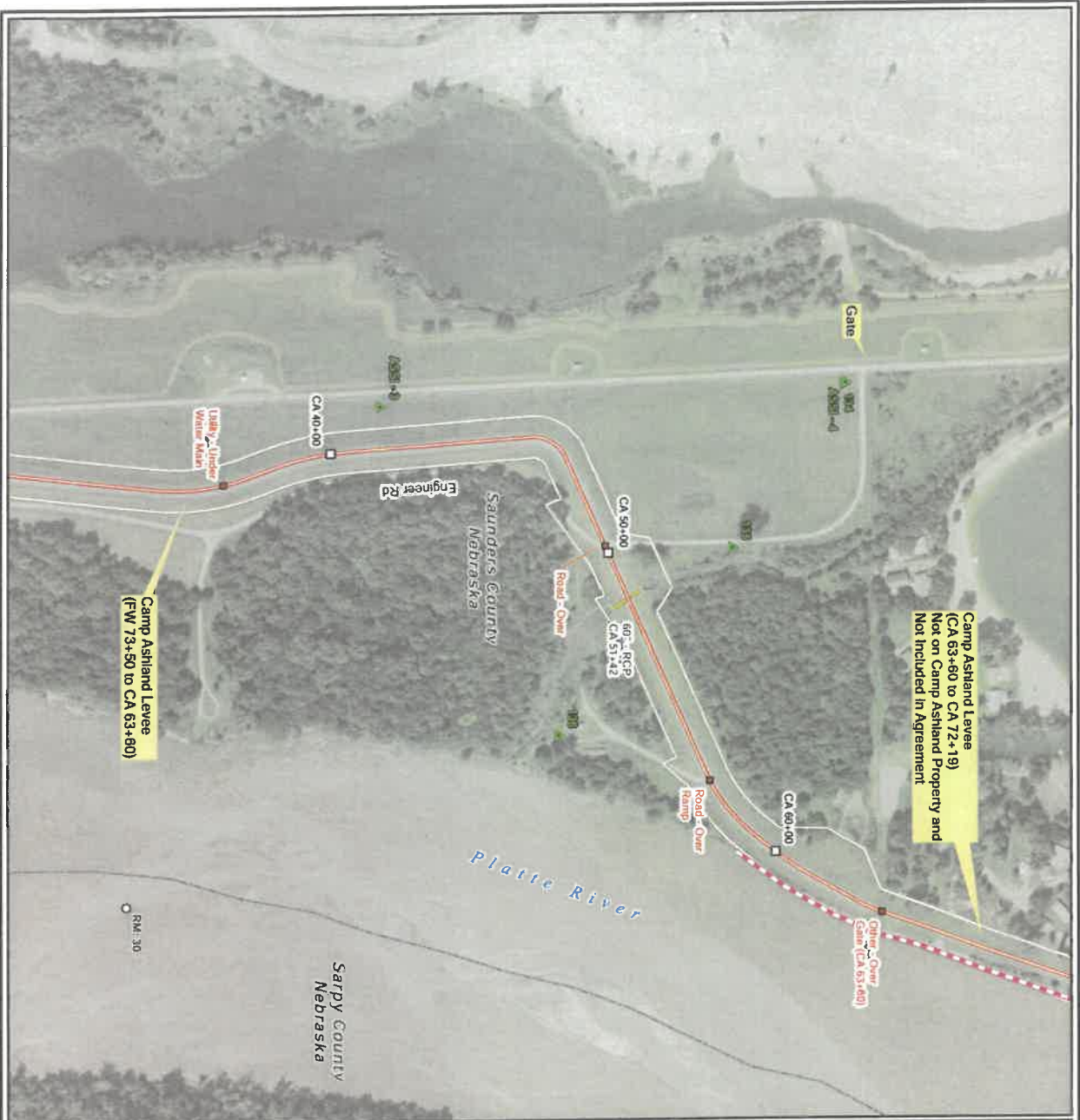


FIGURE C-3-7: O&M Clear Creek - DETAIL MAP "E"

LEVEE SYSTEM/SEGMENT:
Clear Creek - Platte River RB

LEVEE FEDERAL AUTHORIZATION NAME:
Western Sarpy/Clear Creek Flood Reduction Project

LEVEE FEDERAL AUTHORIZATION TYPE:
USACE Federally constructed to be turned over to public sponsor for operations and maintenance

MAP FILE NAME:
Fig_C-3-7_Detail_Clear_Creek_Platte_Riv_RB

- District River Mile
- Levee Stationing
- ▣ Levee Crossing
- ▲ Survey Control
- ⊕ Staff Gage
- ROW Markers
- ✕ Levee Turn Arounds
- Levee Centerline
- Floodwall
- Culvert
- Toe Drain
- Flexmat
- Erosion Control
- Rip Rap
- Sheet Pile/Weir
- Right of Way
- Groin
- Water Main
- County Boundaries



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Industry Source:
U. S. Department of Agriculture,
Farm Service Agency, 2018.

DATA FOR COUNTY, EQ COLOR BY Green, 2020

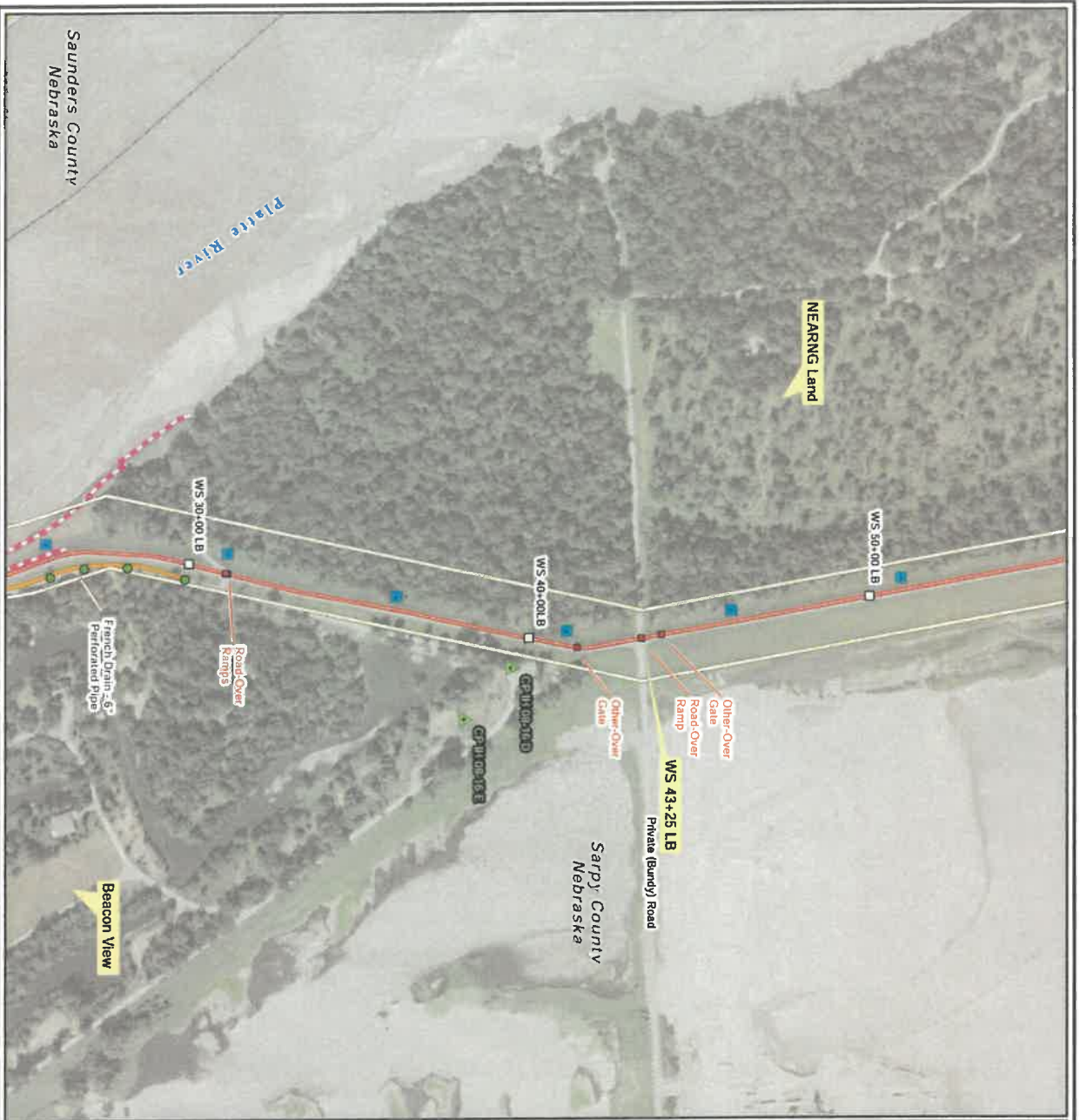


FIGURE C-3-4: O&M Western Sarpy - DETAIL MAP "B"

LEVEE SYSTEM/SEGMENT:
Western Sarpy - Platte River LB

LEVEE FEDERAL AUTHORIZATION NAME:
Platte River Levee Unit Western Sarpy LB
LEVEE FEDERAL AUTHORIZATION TYPE:
USACE Federally constructed to be turned over to public sponsor for operations and maintenance

MAP FILE NAME:
Fig_C-3-4_Detail_Western_Sarpy_Platte_Riv_LB

- District River Mile
- Protective Bollard
- NRD Monument
- ROW Monument
- Survey Control Points
- Levee Stationing
- Levee Crossings
- Levee Centerline
- Adjacent Levee
- Right-of-Way
- Culvert
- French Drain
- Floodwall
- Rip Rap
- Sheet Pile
- Geomembrane
- Turf Reinforcement
- County Boundaries



U. S. Department of Agriculture
Farm Service Agency, 2016

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FIGURE C-3-5: O&M Western Sarpy - DETAIL MAP "C"

LEVEE SYSTEM/SEGMENT:
Western Sarpy - Plate River LB

LEVEE FEDERAL AUTHORIZATION NAME:
Plate River Levee Unit Western Sarpy LB
LEVEE FEDERAL AUTHORIZATION TYPE:
USACE Federally constructed to be turned over to public sponsor for operations and maintenance

MAP FILE NAME:
Fig_C-3-5_Detail_Western_Sarpy_Plate_Riv_LB

- District River Mile
- Protective Bollard
- NRD Monument
- ROW Monument
- ▲ Survey Control Points
- Levee Stationing
- Levee Crossings
- Levee Centerline
- Adjacent Levee
- Right-of-Way
- Culverts
- French Drain
- Floodwall
- Rip Rap
- Sheet Pile
- Geomembrane
- Turf Reinforcement
- County Boundaries

US Army Corps of Engineers
Omaha District

0 150 300 600
Feet

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Imagery Source:
U. S. Department of Agriculture,
Farm Service Agency, 2015

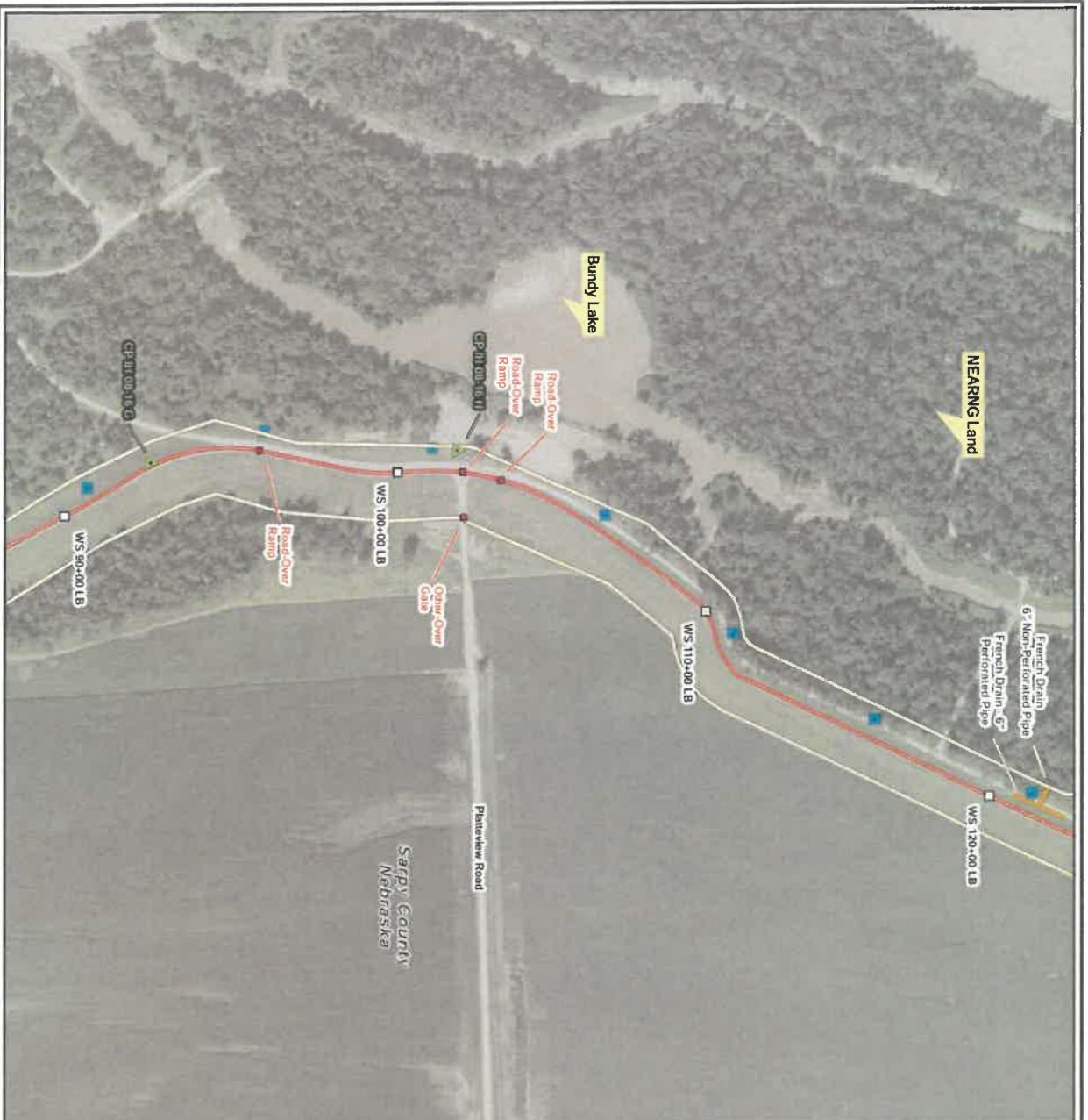


FIGURE C-3-6: O&M Western Sarry - DETAIL MAP "D"

LEVEE SYSTEM/SEGMENT:
Western Sarry - Platte River LB

LEVEE FEDERAL AUTHORIZATION NAME:
Platte River Levee Unit Western Sarry LB
LEVEE FEDERAL AUTHORIZATION TYPE:
USACE Federally constructed to be turned over to public sponsor for operations and maintenance

MAP FILE NAME:
Fig_C-3-6_Detail_Western_Sarry_Platte_Riv_LB

- District River Mile
- Protective Bollard
- NRD Monument
- ROW Monument
- ▲ Survey Control Points
- Levee Stationing
- Levee Crossings
- Levee Centerline
- Adjacent Levee
- Right-of-Way
- Culvert
- French Drain
- Floodwall
- Rip Rap
- Sheet Pile
- Geomembrane
- Turf Reinforcement
- County Boundaries

US Army Corps of Engineers
Omaha District

Temporary Stationing
U. S. Department of the Army
Farm Service Agency, 2016

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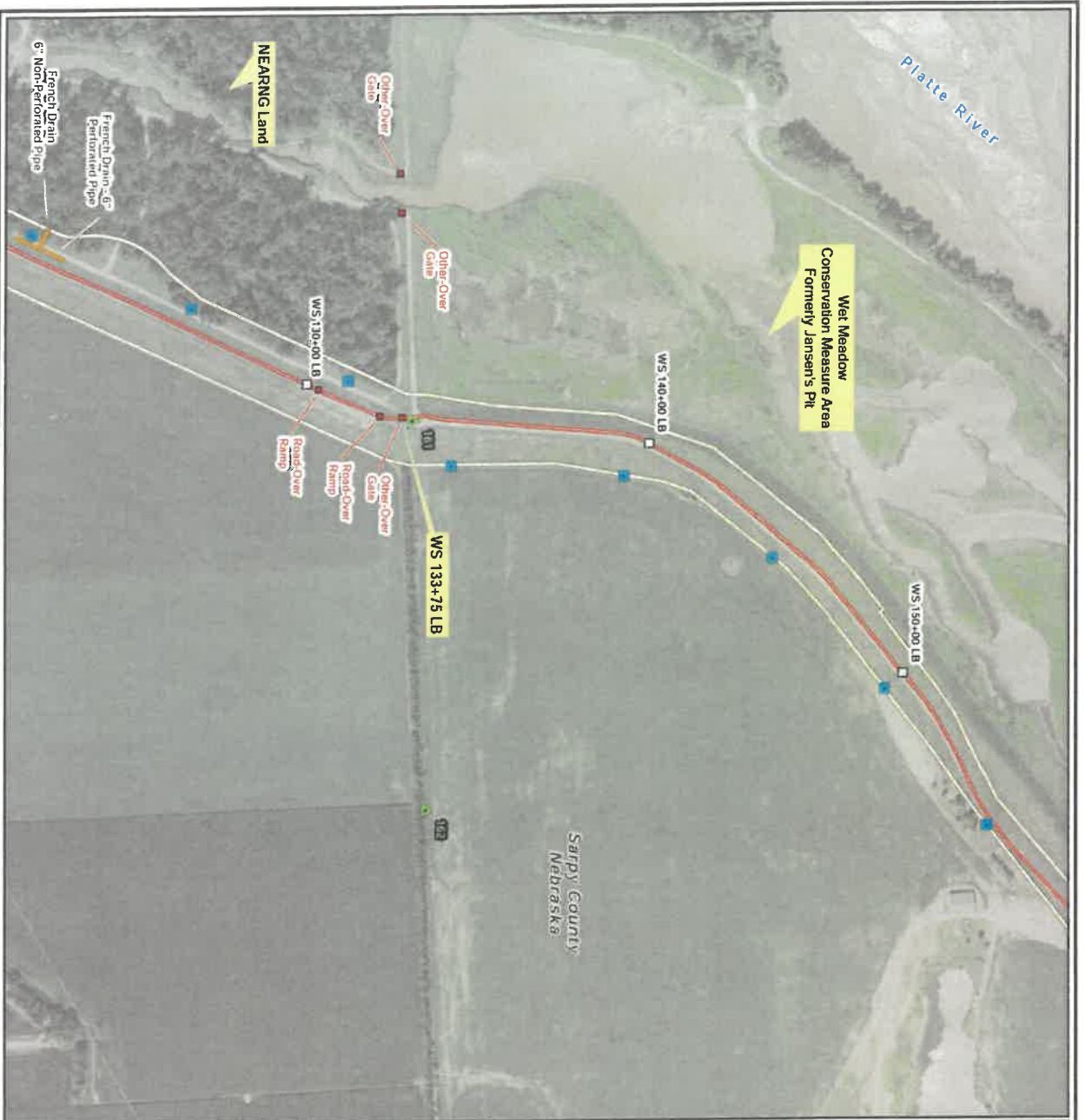


FIGURE C-3-7: O&M Western Sarpy - DETAIL MAP "E"

LEVEE SYSTEM/SEGMENT:
Western Sarpy - Platte River LB

LEVEE FEDERAL AUTHORIZATION NAME:
Platte River Levee Unit Western Sarpy LB
LEVEE FEDERAL AUTHORIZATION TYPE:
USACE Federally constructed to be turned over to public sponsor for operations and maintenance

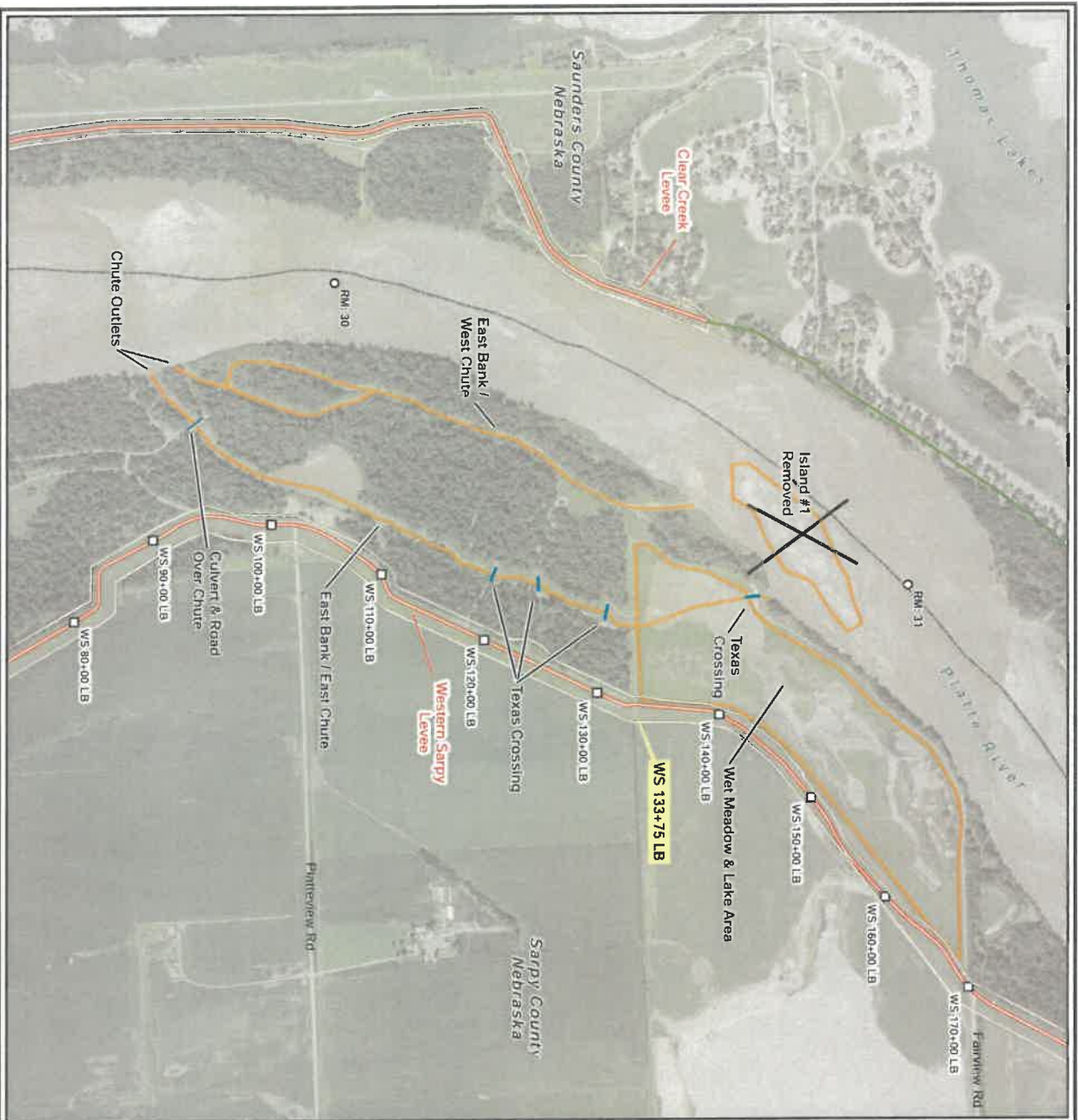
MAP FILE NAME:
Fig_C-3-7_Detail_Western_Sarpy_Platte_Riv_LB

- District River Mile
- Protective Bollard
- NRD Monument
- ▲ ROW Monument
- △ Survey Control Points
- Levee Stationing
- Levee Crossings
- Levee Centerline
- Adjacent Levee
- Right-of-Way
- Culvert
- French Drain
- Floodwall
- Rip Rap
- Sheet Pile
- Geomembrane
- Turf Reinforcement
- County Boundaries

US Army Corps of Engineers
Omaha District

Imagery Source: U.S. Department of Agriculture, Farm Service Agency, 2018.

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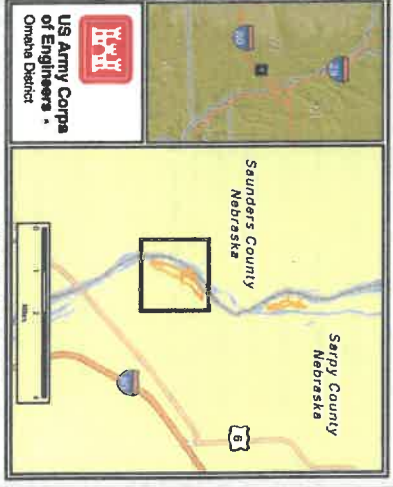
South - Conservation Measures - Platte River Levee

LEVEE SYSTEM/SEGMENT:
Conservation Measures - Platte River LB

LEVEE FEDERAL AUTHORIZATION NAME:
Platte River Levee Unit Conservation Measures
LEVEE FEDERAL AUTHORIZATION TYPE:
USACE Federally constructed to be turned over to public sponsor for operations and maintenance

MAP FILE NAME:
South_Conservation_Measures_Platte_Riv.mxd

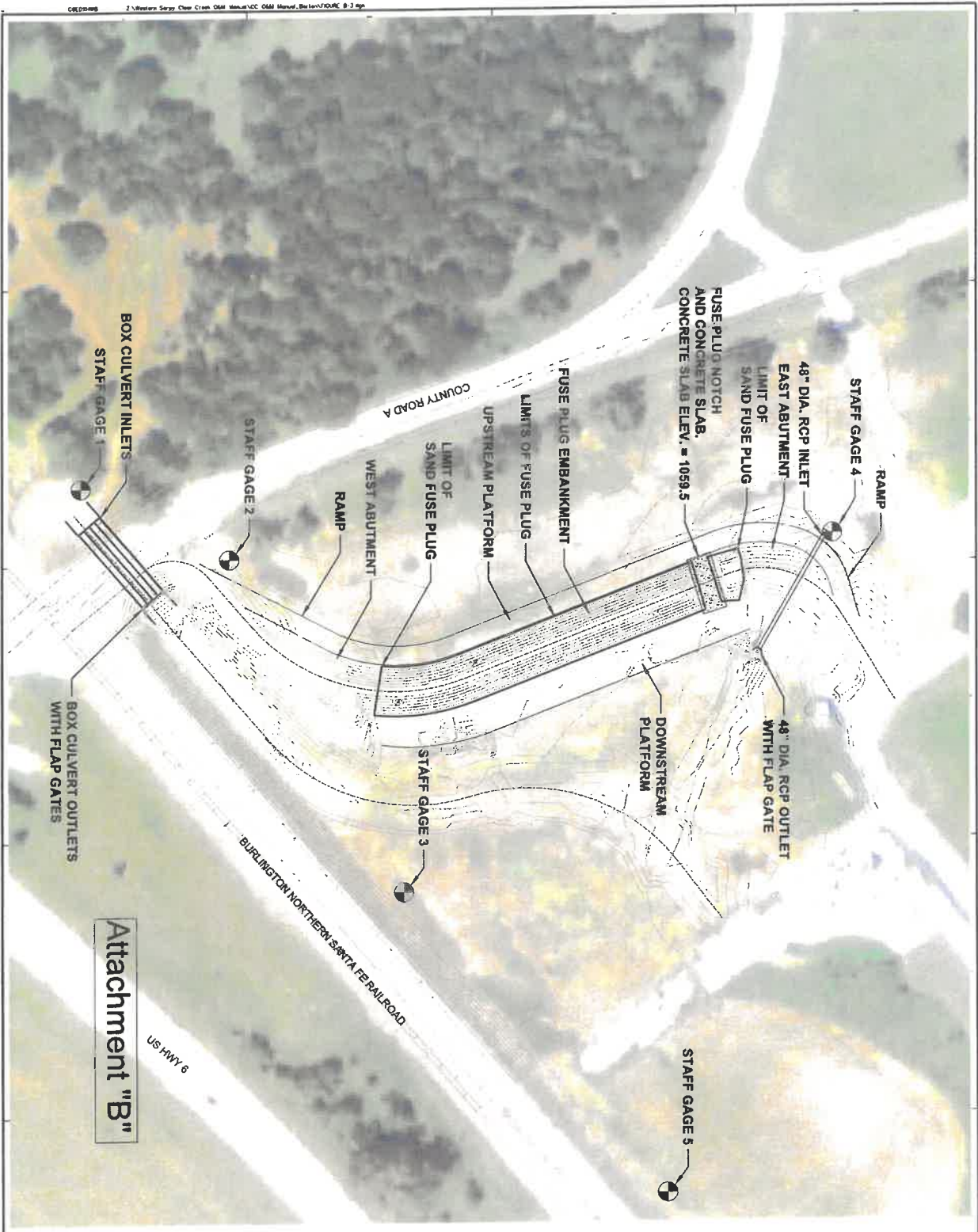
- District River Mile
- Levee Stationing
- Conservation Measures
- Texas Crossing
- Levee Centerline
- Line of Protection
- Right-of-Way
- County Boundaries



US Army Corps of Engineers - Omaha District

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Imagery Source:
U.S. Department of Agriculture,
Farm Service Agency, 2018



Attachment "B"



SHEET IDENTIFICATION NUMBER 3-B

CAMP ASHLAND LEVEE TIE-OFF
PLATTE RIVER
SAUNDERS COUNTY, NEBRASKA

FIGURE 3-B
CAMP ASHLAND FUSE PLUG

U. S. ARMY ENGINEER DISTRICT
CORPS OF ENGINEERS
OMAHA, NEBRASKA

DESIGNED BY: LEB
CHKD BY: CSD
SUBMITTED BY: SBR

DATE: DEC 20R

SOLICITATION NO.:
CONTRACT NO.:

FILE NAME: FIGURE 3-B.gp
PLOT SCALE: 0.08" = 1'

FILE NUMBER: P2023-310
PLOT DATE: 12/09/20M

NO.	DESCRIPTION	DATE	APP'D	MADE	DESCRIPTION	DATE	APP'D

U.S. ARMY CORPS OF ENGINEERS QUALITY CONTROL



LOWER PLATTE NORTH Natural Resources District

PO Box 126 511 Commercial Park Road Wahoo, NE 68066
Phone 402.443.4675 www.lpnrd.org lpnrd@lpnrd.org

Lake Wanhoo Recognition Tree Application

Any request requiring Lower Platte North Natural Resources District (LPNNRD) approval must provide the following information. Submittal of application does not constitute approval. Applicant Provides Recognition Plaque. Plaque must be (size)

Applicant Information:

Contact Name: _____

Address: _____

City State Zip: _____

Contact Phone Number(mobile/home) _____

E-mail Address: _____

Tree Type (See Provided List): _____

Approximate Proposed Location (Mark on Map): _____

Plaque Inscription (Add Attachment if Needed): _____

Recognition Tree Conditions:

- 1) LPNNRD staff reserves the right to select the location and species of a recognition tree at Lake Wanhoo NRD Recreation Area. LPNNRD staff will work with the person purchasing tree to find a mutually agreeable location.
- 2) To achieve the best chance for planting success, trees are typically planted in the spring or fall. LPNNRD staff will work to find a mutually agreeable date and location, which remains contingent on favorable weather and soil conditions.
- 3) LPNNRD shall use best management practices to assist the recognition tree so that it survives and thrives. However, LPNNRD does not guarantee that a recognition tree will survive and is not responsible for the replacement of a memorial tree if it dies, is knocked over or otherwise in need of removal, for example, due to disease.

Applicant must read the terms and conditions listed above. By signing below, the applicant understands and accepts the terms stated herein.

Applicant Signature _____ Date _____





THE NEBRASKA STATEWIDE ARBORETUM PRESENTS

TREES FOR EASTERN NEBRASKA

Justin Evertson & Bob Henrickson. For more plant information, visit plantnebraska.org or retreenbraska.unl.edu

The following species are recommended for areas in the eastern half of Nebraska and/or typically receive more than 20" of moisture per year. Size Range: The size range indicated for each plant is the expected average mature height x spread for Nebraska.

Large Deciduous Trees – typically over 40' tall

1. **Baldcypress** - *Taxodium distichum* (a graceful, deciduous conifer; great for wet areas; also drought tolerant; good cinnamon-brown fall color; state champion in Maxwell Arboretum, UNL has a 5' diameter trunk; 50'x 30')
2. **Catalpa, Northern** - *Catalpa speciosa* (native; tough tree; large, heart-shaped leaves, showy flowers and long seed pods; very adaptable; tolerates confined root space. 50'x 35')
3. **Coffeetree, Kentucky** - *Gymnocladus dioica* (native; amazingly adaptable; beautiful winter form; female trees have showy pods throughout winter; plant in areas where plant litter is not a problem or mulch to the drip line. 50'x 40')
4. **Elm, American** - *Ulmus americana* (disease resistant varieties include 'Princeton' & 'Jefferson'; 50'x50')
5. **Elm, 'Accolade'** (hybrid) - looks like American elm; Morton Arboretum hybrid of *U. japonica* and *U. wilsoniana*; 50'x 40'
6. **Elm, 'Frontier'** - smaller, glossy leaves; lacy bark pattern; purple fall color; *U. parvifolia* x *U. carpinifolia*; 40' x 30'
7. **Elm, 'Triumph'** - cross between 'Vanguard' and 'Accolade'; very adaptable; vigorous upright growth habit; 60'x 40'
8. **Ginkgo** - *Ginkgo biloba* (very interesting leaf; good yellow fall color; distinctive upright habit; tolerant of poor soils; impressive specimens at Arbor Lodge, Forest Lawn Memorial Arboretum in Omaha; female trees produce malodorous fruit; 45'x 35')
9. **Hackberry** - *Celtis occidentalis* (great old Great Plains tree with legendary tolerance; irregular habit when young but matures to stately rounded crown; interesting corky knobbed bark; 'Prairie Pride' resistant to nibble gall and witches broom)
10. **Hickory, Bitternut** - *Carya cordifolia* (most common native hickory; sulphur-yellow buds; transplant when small; big specimens in NE City at Wyuka Cemetery; makes an outstanding shade tree and deserves to be planted more. 40'x 30')
11. **Hickory, Shagbark** - *Carya ovata* (native to se NE; shaggy bark forms on mature trees; handsome, clean foliage turns yellow in fall; prefers moist, fertile soil; transplant when small; 50'x45')
12. **Hickory, Shellbark** - *Carya laciniosa* (similar to *C. ovata* but with tastier nut; big seeds and husks, so plant in open area; 60' tree in Alvo property, trials at UNL and NE nutgrowers show it is reliably hardy to zone 5; 40'x 35')
13. **Honeylocust** - *Gleditsia triacanthos* (a very tough, adaptable tree that thrives on neglect; many great seedless and thornless forms available, including 'Shademaster', 'Skyline' and 'Sunburst'; graceful habit and rich golden yellow fall color)
14. **Linden, American** - *Tilia americana* (native to eastern 1/3; distinctive, large leaves; has proven to be dependable throughout Nebraska landscapes; drought tolerant; casts heavy shade; fragrant flowers a favorite of bees; 60'x 40')
15. **Linden, Littleleaf** - *Tilia cordata* (very pyramidal shape; good yard tree that tolerates wet or dry soils; densely branched and leaves turn a reasonable yellow in fall; 'Greenspire', 'Glenleven', 'Legend' and 'Chancellor' are excellent selections)
16. **Linden, Silver** - *Tilia tomentosa* (dark, shiny leaves have silvery underside; doing well in Lincoln after 20 years. 50'x 40')
17. **Maple, Black** - *Acer nigrum* (eastern native as far west as central Iowa; large, droopy leaves; yellow-orange fall color; 'Green Column' an upright form; nice specimens at UNL and Lincoln Regional Center, Ralph Steyer Arboretum in Blair. 45'x 35')
18. **Maple, Freeman** - *Acer x freemanii* (a fast growing hybrid between red and silver maples; good on tough sites; 'Autumn Blaze' has nice central leader, fall color; 'Celebration' for upright habit and 'Marmo' selected from Morton Arboretum near Chicago)
19. **Maple, Norway** - *Acer platanoides* (over planted but still good on many sites; 'Crimson King', 'Emerald Lustre', 'Emerald Queen', 'Deborah', and 'Superform' are all improved selections for branch habit and cold hardiness)
20. **Maple, Red** - *Acer rubrum* (nice specimen tree with beautiful fall color; will not tolerate polluted or stressful sites and best planted in deep, organic soils, avoiding heavy clay and high pH; 'Red Sunset', 'October Glory', 'Sun Valley' all highly rated)
21. **Maple, Sugar** - *Acer saccharum* (beautiful tree that should be planted more; nice fall color and attractive chalky bark; 50'x 50'; suitable cultivars and selections include Caddo, 'Fall Fiesta', 'Green Mountain', 'Legacy', 'Table Rock', 'Wright Brothers')
22. **Oak, Black** - *Quercus velutina* (native to se NE; glossy, dark-green leaf; great spring and fall color; needs to be used more; 50'x 45')
23. **Oak, Bur** - *Quercus macrocarpa* (outstanding native; big and majestic; very tough and reliable; 60'x 75')
24. **Oak, Chestnut** - *Quercus montana* (interesting chestnut-like leaf; prefers moist, fertile soils; avoid high pH soil; 50'x 35')
25. **Oak, Chinkapin** - *Quercus muehlenbergii* (great native tree; tolerates high pH soils; narrow, chestnut-like leaves; 50'x 40')
26. **Oak, English** - *Quercus robur* (good across Nebraska; many forms)
27. **Oak, Hill's** - *Quercus ellipsoidalis* (Minnesota, Wisconsin native; good, early red/maroon fall color; 50'x 35')
28. **Oak, Red** - *Quercus rubra* (a very reliable native oak with large lustrous leaves and beautiful fall color from russet to bright red in fall; try to locate trees that came from seeds collected in the Midwest for reliable performance and fall color)
29. **Oak, Sawtooth** - *Quercus acutissima* (fast growing oak from Asia; unique, sawtooth leaves; upright growth; 50'x 35')
30. **Oak, Scarlet** - *Quercus coccinea* (rich glossy leaves turn a beautiful scarlet color in fall; avoid high pH soils; more rounded outline when mature; drought tolerant but prefers a protected site; native as far west as Missouri and Minnesota)

31. **Oak, Shingle** - *Quercus imbricaria* (KS, MO native; very distinctive narrow, smooth leaves that are held through winter; 45'x 35')
32. **Oak, Shumard** - *Quercus shumardii* (rarely planted; drought tolerant; similar to red oak; good fall color; 45'x 40')
33. **Oak, White** - *Quercus alba* (native to Southeastern Nebraska; great majestic tree; good rich red to wine fall color; a durable long lived tree; somewhat slow growing but worth the wait)
34. **Osage Orange** - *Maclura pomifera* (new thornless, fruitless cultivars available including 'White Shield' and 'Wichita'; display vigorous growth with lustrous, dark green leaves; a very durable, extremely drought tolerant tree)
35. **Pecan** - *Carya illinoensis* (makes a nice yard tree; underutilized; seek northern seed sources; transplant when small; 50'x 50')
36. **Tulip Tree** - *Liriodendron tulipifera* (tulip-like, upturned, orange-yellow flowers; distinctive tulip-shaped leaves can turn butter yellow in fall; specimen trees in Oakland, Humphrey, Lincoln, Fremont, Omaha. 60'x 45')
37. **Walnut, Black** - *Juglans nigra* (native; proven throughout Nebraska; tough and reliable; good lumber tree; 60'x 45')
38. **Zelkova** - *Zelkova serrata* (related to elm; attractive smooth bark; upright habit when young; glossy leaves; 40'x 30')

Medium Deciduous Trees – typically 20 to 40' tall

39. **Alder, Black (common)** - *Alnus glutinosa* (useful for wet soils and water's edge; attractive glossy leaves; cone-like fruit; 30'x 20')
40. **Aspen, Bigtooth** - *Populus grandidentata* (native to northern U.S.; attractive green/white bark; narrow habit; 35'x 25')
41. **Aspen, Quaking** - *Populus tremuloides* (native selection Prairie Gold; attractive creamy bark & fluttering leaves turn golden-yellow; main trunk short-lived with re-sprouting from roots; best planted in confined area with room to colonize; 30'x 15')
42. **Beech, European** - *Fagus sylvatica* (smooth bark; nice habit; avoid windy sites; hardy purple leaf forms exist; several nice specimens in Lincoln and Blair; 35'x 25')
43. **Birch, Paper** - *Betula papyrifera* (native to Niobrara valley; bark exfoliates in papery strips to reveal orange-brown inner bark; wet, well-drained sandy or rocky loams in part, preferably afternoon, shade.)
44. **Birch, River** - *Betula nigra* (a beautiful tree with exfoliating cinnamon brown bark; avoid high pH soils; 'Heritage' has lighter bark and 'Little King' is a nice dwarf form; native to wet areas as far west as Iowa; performs well on upland soils as well)
45. **Birch, Sweet** - *Betula lenta* (eastern U.S. native; one of the best birches; beautiful yellow fall color; reddish-brown bark)
46. **Black Gum** - *Nyssa sylvatica* (doing well in Lincoln, Tekamah, Stanton; handsome, blemish-free foliage turns red-purple in fall; slow growing, but strong, horizontal branches; 30'x 25')
47. **Buckeye, Ohio** - *Aesculus glabra* (native; very tough & adaptable; rounded form; interesting 'buckeye' fruit; 30'x 30')
48. **Buckeye, Yellow** - *Aesculus flava* (overlooked shade tree with handsome, tropical-looking foliage; smooth fruit capsule; adaptable, easy to grow; nice yellow-orange fall color; 40'x 30')
49. **Cherry, Black** - *Prunus serotina* (overlooked se NE native; eye-catching when in flower, similar to chokecherry; fast growing, adaptable; handsome reddish bark; small cherries relished by song birds; State Champion near Barada, NE; 45'x 35')
50. **Chestnut, Chinese** - *Castanea mollissima* (similar to American Chestnut but smaller and more rounded; 35'x 30')
51. **Corktree, Amur** - *Phellodendron amurense* (furrowed, corky bark; drought tolerant; low/broad branching; watch for invasiveness 30'x 30')
52. **Elm, David ('Discovery')** - *Ulmus davidiana var. japonica* (very cold tolerant; rounded habit; glossy green; 45'x 45')
53. **Filbert, Turkish** - *Corylus colurna* (also called Turkish tree hazel; pyramidal shape in youth, eventually rounded; scaly bark; handsome dark green foliage offers no fall color; interesting winter catkins; doing well in Lincoln, North Platte. 45'x 35')
54. **Goldenrain Tree** - *Koeleruteria paniculata* - beautiful in flower and fruit set; tough, adaptable tree; very drought tolerant.
55. **Horsechestnut** - *Aesculus hippocastanum* (sticky, shiny winter buds; beautiful creamy flowers; prone to leaf diseases; 35'x 30')
56. **Larch, Japanese/Common** - *Larix kaempferi* or *L. decidua* (deciduous conifers; cold hardy; prefer moist soils; 60'x 40')
57. **Lilac, Japanese Tree** - *Syringa reticulata* (nice ornamental with fragrant white flower clusters in late spring; cherry-like bark)
58. **Magnolia, Cucumbertree** - *Magnolia acuminata* (thick lustrous leaves; cucumber like fruit; 40'x 30'; the green-yellow flowers are not showy, however the hybrid form 'Elizabeth' was selected for its very attractive yellow flowers)
59. **Maple, Miyabe** - *Acer miyabei* (thick, glossy foliage turns yellow in fall; 'State Street' nice upright cultivar; 30'x 25')
60. **Maple, Paperbark** - *Acer griseum* (small tree; cinnamon red exfoliating bark is great for the winter landscape; doing well in SE NE)
61. **Maple, Three-flower** - *Acer triflorum* (newer selection from Asia; papery bark; 3-leaf maple with nice orange-red fall color; very hard to find at the nursery due to propagation difficulties; worth looking for; nice trees in Bellevue, Lincoln; 20'x 15')
62. **Pagodatree, Japanese** - *Sophora japonica* (uniformly round; attractive, late summer flowers in creamy panicles; 30'x 30')
63. **Pear, Callery** - *Pyrus calleryana* (**DO NOT PLANT THIS TREE – it is overplanted and an invasive pest.** Upright ornamental with showy white flowers in early spring; maroon-red fall color; 30'x 25';
64. **Persimmon** - *Diospyros virginiana* (native to e. G.P.; distinctive blocky bark; tasty fruit; prefers moist, fertile soil; 30'x 20')
65. **Sweetgum** - *Liquidambar styraciflua* (star-like leaves; interesting spiked seed balls; yellow-purple fall color; doing well in southeast NE; 'Morraine' selected for upright habit, hardiness; 40'x 35')
66. **Willow, Black** - *Salix nigra*. (native willows such as black willow are great for habitat and biodiversity; 50'x 50')
67. **Willow, Laurel** - *Salix pentandra* (attractive, glossy foliage; fast growth; needs consistent moisture; short lived; 35'x 30')
68. **Yellowwood** - *Cladrastis kentukea* (unique creamy-white, paniced flowers; attractive smooth bark; 35'x 35')

Small Deciduous Trees - typically under 20' tall

69. **Birch, Rocky Mountain** - *Betula accidentalis* (native to Sioux CO; attractive cherry-like bark; often multistemmed; tough and adaptable, but prefers part shade and even moisture)
70. **Buckeye, Red** - *Aesculus pavia* (large shrub or small tree; attractive red flowers; glossy foliage; 15'x 12')
71. **Chokecherry** - *Prunus virginiana* (tough reliable native; suckers to form thickets; easily kept confined with mowing; 'Canada Red' and 'Shubert' are purple-leaf forms of this)
72. **Crabapple** - *Malus* spp. (dozens of cultivars available; consider disease resistant cultivars with persistent fruit- 'Adams', 'Cardinal', 'Prairiefire', 'Don Wyman', 'Harvest Gold', 'Red Jewel', 'Pink Spires' are all highly rated)
73. **Devil's Walking Stick** - *Aralia spinosa* (tough, adaptable tree native to eastern U.S.; attractive, compound foliage; often suckers from base to form a multi-stemmed small tree)
74. **Dogwood, Corneliancherry** - *Cornus mas* (tough, reliable; large shrub or small tree; early yellow flowers; red fruit; 15'x 15')
75. **Dogwood, Gray** - *Cornus racemosa* (native; large shrub or small tree; good dusty-red fall color; multi-stem habit; 15'x 10')
76. **Dogwood, Pagoda** - *Cornus alternifolia* (beautiful, horizontally layered small tree or large shrub; short-lived; 15'x 15')
77. **Euonymus, Winterberry** - *Euonymus bungeanus* (very attractive with red fall fruits; tough and adaptable; look for 'Prairie Radiance' newer selection out of NDSU and Dale Herman; 20'x 20')
78. **Evodia, Korean** - *Evodia daniellii* -seldom seen; nice elderberry like fruit; great bark; seen at Arbor Lodge.
79. **Fringetree** - *Chionanthus virginicus* (large shrub or small tree; wispy, fragrant flowers; attractive blue fruit; 15'x 15')
80. **Fringetree, Chinese** - *Chionanthus retusus* (fragrant white flowers in May/June; good fall color; showy fruit attracts birds; 15')
81. **Hawthorn, Cockspur** - *Crataegus crusgalli* (nice white flowers; glossy green leaves; abundant red fruit; 15'x 15'; variety *inermis* is a nice thornless form; Lavalley Hawthorn (*Crataegus* x *lavalleyi*) is a striking hybrid that grows 15'x 10')
82. **Hawthorn, Downy** - *Crataegus mollis* (native to northern and western GP; downy leaves in spring; low, spreading habit; 15'x 15')
83. **Hawthorn, Washington** - *Crataegus phaenopyrum* (E; attractive foliage, flower and fruit; tough; relatively disease free; 20'x 20')
84. **Hophornbeam, American** - *Ostrya virginiana* (SE NE north along Missouri and Niobrara River area; native understory tree; shaggy bark; yellow fall color; hop like fruit; slow growth develops strong wood; very resistant to ice storms; 20'x 15')
85. **Hornbeam, American** - *Carpinus caroliniana* (nice sinewy-smooth steel gray bark; low spreading habit; 20'x 20')
86. **Lilac, Pekin** - *Syringa pkinensis* (creamy white flowers; attractive, flaky bark; similar to Jap. tree lilac; 20-30' trees in Blair Arboretum, North Platte Research Station; 'Copper Curls' new selection from NDSU; 20'x 15')
87. **Maackia, Amur** - *Maackia amurensis* (seldom seen legume; worth a closer look; attractive summer flowers; 25'x 20')
88. **Magnolia**, - *Magnolia* spp. (Loebner Magnolia (*Magnolia* x *loebneri*) with very fragrant, early white flowers - 'Merrill' and 'Leonard Messel' are common cultivars that can grow 15-20'x 15-20')
89. **Maple, Hedge** - *Acer campestre* (yellow fall color; drought tolerant; grown as a hedge in Europe; doing well in Lincoln, Blair; 30'x 25')
90. **Maple, Shantung** - *Acer truncatum* (China native with glossy, star-shaped leaves; rounded form; proving to be tough/reliable; nice trees in Wayne, Lincoln, Omaha, young tree in Scottsbluff; 15'x 15')
91. **Oak, Dwarf Chinkapin** - *Quercus prinoides* (se NE native; variable habit but usually shrubby; prolific acorn producer; sulfur yellow catkins in early spring; best in full sun; gets mildew in shade; this oak loves the heat and sun; 15-20'x 10-15')
92. **Pawpaw** - *Asimina triloba* (SE NE native understory tree; large, tropical foliage turns yellow in fall; edible fruit; suckers from roots to form colony; plant and confine in groups; nice trees in Omaha, Lincoln, Falls City, Louisville; 20' x 15')
93. **Plum, American** - *Prunus americana* (shrubby but can be grown as a small tree; tough and adaptable; edible fruit; 15' x 12')
94. **Redbud** - *Cercis canadensis* (native; attractive purple flowers in early spring; select from hardy seed source; 20'x 15')
95. **Sassafras** - *Sassafras albidum* (interesting mitten like leaves with orange fall color; spicy-aromatic branches; 30'x 20')
96. **Serviceberry (Juneberry)** - *Amelanchier* spp. (serviceberries are multi-season plants with early-spring white flowers, glossy leaves, tasty fruit and nice fall color; many cultivars available including 'Autumn Brilliance', 'Cole's Select', 'Snowcloud'; tree-form serviceberries prefer some protection or part shade; wide size range from 10-20'x 10-20')
97. **Seven-Son Flower** - *Heptacodium miconoides* (gangly in youth; develops into an attractive small tree; small white flowers in August followed by rose calyx that persist into fall; handsome, exfoliating bark)
98. **Smoketree, American** - *Cotinus obovatus* (blue-green leaves; yellow-orange fall color; plummy, smoke-like flowers; 20'x 15')

Evergreen Trees

99. **Douglasfir, Rocky Mnt** - *Pseudotsuga menziesii* var *glauca* (soft blue-green needles; distinctive cones; graceful habit; avoid open, windswept sites; this species is recommended for the Great Plains; 50'x 30')
100. **Fir, Canaan** - *Abies balsamea* var. *phanerolepis* (common Christmas tree; nice specimens in eastern 1/3 of NE; 45'x 20')
101. **Fir, Concolor** - *Abies concolor* (attractive blue-green, long, upswept needles; most reliable fir for Nebraska; 50'x 25')
102. **Fir, Korean** - *Abies koreana* (E; beautiful blue cones; very graceful; needs to be tested more; 50'x 25')
103. **Hemlock, Eastern** - *Tsuga Canadensis* (refined evergreen for protected spots; tolerates up to 1/2- 2/3 shade; 25'x 15')
104. **Pine, Bosnian** - *Pinus heldreichii* var. *leucodermis* (♂; short needles, tufted branch tips; dark green;; 45'x 30')
105. **Pine, Eastern White** - *Pinus strobus* (tolerates wetter conditions than most pines; nice soft needles)
106. **Pine, Japanese White** - *Pinus parviflora* (graceful open natural habit; attractive large cones; 30'x 20')
107. **Pine, Korean** - *Pinus koraiensis* (edible nut; soft, attractive needles in groups of five; looks promising; growing well in Lincoln, York and Pierce; needs to be planted more to determine wider use. 40'x 30')
108. **Pine, Lacebark** - *Pinus bungeana* (slow growing but graceful; beautiful mottled bark; tends to grow multi-stem habit; more open habit; unfortunately is prone to pine wilt disease; 45'x 20')
109. **Pine, Limber** - *Pinus flexilis* (native; slow growing; soft needles; very flexible branches; plant on well-drained soils; 50'x 30')
110. **Pine, Ponderosa** - *Pinus ponderosa* (native; best on well-drained soils; attractive cinnamon-brown-black bark; 65'x 30')

- 111. Pine, Red - *Pinus resinosa* (Minnesota native; slow growing; reddish bark; several trees at Halsey, Maskenthine, UNL; 40'x 30')
- 112. Pine, Southwestern White - *Pinus reflexa* (graceful five-needle pine; 'Vanderwolfs' a common form; 35'x 20')
- 113. Pine, Swiss Stone - *Pinus cembra* (to 40' tall; seldom seen; edible nut; soft foliage; 'Chalet' common selection)
- 114. Spruce, Black Hills - *Picea glauca* var. *densata* (nice alternative to blue spruce; tolerates tough sites and conditions)
- 115. Spruce, Colorado - *Picea pungens* (the old standby; many cultivars with wide color and habit range; somewhat overplanted)
- 116. Spruce, Norway - *Picea abies* (pendulous (weeping) branch tips; tolerates moist sites; largest of the spruce growing to 70'x 40')
- 117. Spruce, Oriental - *Picea orientalis* (graceful habit; attractive pendulous branches similar to *P. omorika*; slow growing; 45'x 20')
- 118. Spruce, Serbian - *Picea omorika* (upright habit; weeping, graceful branches; attractive dark cones; slower growing; 35'x 18')

Trees for the Collector - uncommon in NE but worth a try in the right location

- 119. Ash, Manchurian - *Fraxinus mandshurica* (from Asia; upright growth; drought tolerant; nice yellow fall color; 'Mancana' common cultivar; may be resistant to EAB; 40'x 30')
- 120. Beech, American - *Fagus grandiflora* (eastern U.S. native; attractive smooth bark; needs fertile, moist soil; State Champion at Arbor Lodge; beautiful foliage; 40'x 30')
- 121. Dogwood, Flowering - *Cornus florida* (E; eastern G.P. only; needs extra protection; attractive but unreliable flowers; 15'x 10')
- 122. Dogwood, Kousa - *Cornus kousa* (E; star-like creamy-white flowers; very attractive mottled bark; needs protection; 15'x 10')
- 123. Hickory, Mockernut - *Carya tomentosa* (dark gray bark with furrowed, diamond pattern; nut meat is hard to extract; trials at UNL and NE nutgrowers show it is reliably hardy to zone 5; beautiful deep yellow fall color; 35'x 30')
- 124. Hornbeam, European - *Carpinus betulus* (smooth gray bark; upright; tight, uniform branching; attractive leaf; 30'x 20')
- 125. Katsuratree - *Cercidiphyllum japonicum* (beautiful multi-stemmed tree with handsome bark; heart-shaped leaves; 35' x 25')
- 126. Maple, Korean - *Acer pseudosieboldianum* (hardier alternative to Japanese maple; patio size tree; red fall color; 20'x 15')
- 127. Maple, Trident - *Acer buergerianum* (scaly bark; brilliant wine red color in fall; prefers protected sites; doing fine in Lincoln area;; holds foliage late; tends to grow upright; strong branches, slower growing, 20'x 15')
- 128. Oak, Gambel - *Quercus gambelii* (native to Rocky Mountains; variable multi-stem habit; prefers well-drained soils; 20'x 15')
- 129. Oak, Bebb's - *Quercus x bebbiana* (hybrid between bur oak and white oak; vigorous grower; very hardy; 50'x 50')
- 130. Oak, Mongolian - *Quercus mongolica* (similar in appearance to Bur Oak; performing well in N. Dakota; reportedly good red fall color; 20' trees at NSA Affiliate sites in Lincoln & Blair; 50'x 45')
- 131. Oak, Overcup - *Quercus lyrata* (refined appearance; prefers consistent moisture; avoid high pH soils; 50' specimens surround a church in Auburn; Lincoln, Blair Arboretum sites; 60'x 45')
- 132. Oak, Pin - *Quercus palustris* (E, often chlorotic on high pH soils and not generally recommended; 70'x 40')
- 133. Oak, Post - *Quercus stellata* (tough, corky bark; medium rounded tree; ideal for hot, dry sites; native to southern KS; 30'x 25')
- 134. Oak, Scarlet - *Quercus coccinea* (similar in habit to pin oak; beautiful scarlet color in fall; avoid high pH soils; 50'x 40')
- 135. Oak, Willow - *Quercus phellos* (very narrow distinctive leaves; 30' trees in Fairbury, Brownville, Falls City; 45'x 40')
- 136. Parrotia - *Parrotia persica* (lustrous green witchhazel like leaves turn yellow-orange in fall; exfoliating bark; nice specimen at Lincoln Regional Center Arboretum; likes part-shade, protection from winds; 20'x 15')
- 137. Sugarberry - *Celtis laevigata* (related to hackberry but with smooth bark; marginally hardy here)

DID YOU KNOW? The greater the variety of plants, the more resilient the landscape.

Since 1978, the Nebraska Statewide Arboretum has been helping to grow sustainable landscapes for healthy homes and communities. Please support the NSA by becoming a member. Benefits include admission privileges at botanical gardens across North America, plant discounts, and publications with plant and garden recommendations. Plant information and much more at: plantnebraska.org





EXHIBIT – A SCOPE OF SERVICES

Lower Platte North NRD – Lake Wanahoo Fish Cleaning Station

JEO Project # 210155.00

Project Background and Understanding

Lower Platte North NRD (NRD) desires to construct a fish cleaning station near the boat launch facility at Lake Wanahoo. The proposed fish cleaning station would include water and electrical services, concrete parking pad and sidewalk (ADA accessible), waste holding tank(s), a shelter, and a package fish cleaning station, including grinder and all controls. Traffic flow/parking will be considered during siting of the facility.

Our scope of services is listed below:

Task 1 – Survey & Funding Assistance

- Perform topographic field survey of the project site to collect key features necessary to design and construct the proposed repairs. Tie property boundary data (property line/road ROW) into the survey drawing. Perform one-call for utility locates and collect data on marked utilities.
 - Private utility information will be provided by the NRD.

Task 2 – Design

- Provide Project Management through the duration of this project.
- Project engineer to conduct an initial site visit to verify current site conditions.
- JEO will develop a preliminary design (60%) for the repairs. Preliminary design (60%) plans will include:
 - Cover sheet with general location
 - Horizontal control (if applicable)
 - Preliminary Site Plans
 - Preliminary Details
 - Preliminary Engineer's Opinion of Construction Costs
- JEO will review these plans with NRD representative(s) at the 60% stage during an in-person meeting at the project site.
- Following the 60% design review meeting, JEO will develop final plans and specifications as well as contract documents. Final plans will be signed and sealed by an engineer registered in the State of Nebraska.
- Final Plans and Specifications will include:
 - Cover sheet with general location
 - Horizontal control (if applicable)
 - Site Plans
 - Seeding and Erosion Control
 - Utility Connections
 - Details
 - Shelter detail will replicate previously designed/constructed shelters
 - Specifications and Contract Documents (include appropriate federal provisions for



- funding compliance)
- Engineer's Opinion of Construction Cost
- JEO will present the final plans to the NRD Board to discuss/answer questions and obtain authorization to advertise for bids.
- Provide guidance to the NRD on requesting additional funding through the NGPC Sportfish Restoration Program.

Task 4 – Bidding

- Provide Project Management through the duration of this task.
- Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- Send Notice to Bidders to Contractors, Builder Bureaus, and Plan Rooms.
- Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and receipt of a non-refundable fee to be determined by the Engineer.
- Respond to inquiries from prospective bidders and prepare any addenda required.
- Assist the Owner in securing construction bids for the project.
- Assist the Owner at the bid opening consisting of one (1) meeting to ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled.
- Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- Attend one (1) meeting with the Owner to present and review all bids received and assist the Owner in award of the construction contract.
- Prepare and submit necessary information to the Owner for project award approval.
- Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

Task 5 – Construction

- Schedule and conduct a Pre-construction Conference, consisting of one (1) meeting prior to or upon construction beginning.
- Provide baseline survey for horizontal and vertical controls for the proposed improvements. Provide construction staking of the proposed improvements; including location and grade of the proposed bank stabilization improvements and approximate limits of temporary easement (if acquired). Staking will be completed during one (1) trip.
- Review shop drawings and related data supplied by the Contractor.
- Provide interpretation of the plans and specifications, when necessary.
- Review and process Contractor's one and final payment application and change orders (if necessary) and provide to Owner for review and approval.
- Attend up to one (1) NRD Board meeting.
- Consult with and advise Owner during construction regarding all aspects of the project.



- Provide coordination of construction testing services, and provide construction testing services through a subconsultant, including embankment compaction and portland cement concrete.
- Conduct a final inspection of project with the Contractor and Owner.
- Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Engineer’s observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.

Task 6 – Resident Project Representation (RPR)

- JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work. Estimated at 10 hours, assuming a construction duration of 1 month.
- The duties and responsibilities of the RPR are described as follows:
 - Review of contractors work for general compliance with the plans and specifications.
 - Complete Construction Observation Reports when on site.
 - Coordinate pay quantities with contractor and engineer.
 - Review of materials delivered to the site for specification compliance.
 - Assist the engineer in interpretation of the plans and specifications to the contractor.

ANTICIPATED PROJECT SCHEDULE:

Notice to Proceed.....	March 2021
Survey.....	March – April 2021
Design.....	May 2021
Bidding.....	June 2021
Construction.....	July 2021

FEE SUMMARY:

Task 1: Survey	\$ 1,400.00
Task 2: Design	\$12,500.00
Task 3: Bidding	\$ 1,700.00
Task 4: Construction	\$ 5,000.00
Task 5: RPR	\$ 1,400.00
Total Fee (Lump Sum):	\$22,000.00



Owner will be billed monthly for services to date. Invoices are due upon receipt. JEO will provide additional services via contract amendment at the client's request.

SERVICES NOT INCLUDED IN THIS SCOPE:

- Additional site visits or meetings not noted in this scope of services
- Easement research/drafting
- Permitting
- Geotechnical investigation
- Hydrology and hydraulic studies, modeling
- Archeological studies or reviews

DRAFT



An Electric Pump Company

December 7, 2018

TO: Lower Platte North NRD
ATTN: Bret Schomer 402-443-4675
Email: bschomer@lpnnrd.org

QM&M Fish Cleaning Station **Barracuda I Model 6096**

Description:

A complete, stainless-steel fish cleaning station with the following standard features:

- Dual 6½" grinder inlet chute with exclusive grinder protection feature
- ¾" Sanalite cutting boards that slope to central drainage basin
- 60" x 96" overall, with 42" x 96" x 37" high main cutting table
- Side-mounted, 60" x 19" x 34" high, ADA-compliant cutting table
- Adjustable-flow, automatic basin and inlet bowl flush nozzles
- Four 60" side-mount, spigot-connected spray hoses
- Four duplex 120V GFCI convenience outlets
- Welded T304 stainless steel cabinet with leveling feet
- Lockable doors and removable front panel for maintenance access
- Fully assembled and prepared for shipment

Heavy-duty dual-shaft waste grinder

- 2HP/230V AC motor with 29:1 gear ratio
- Counter-rotating, 60 RPM shafts with 15 hardened cutters
- Includes discharge adapter for 6 inch PVC pipe

Exclusive Barracuda Intelligent Control System:

- Operates on single or three phase power—no add-on converter is required
- Housed in NEMA 4X enclosures
- 2 Start/Stop operator stations
- Programmable grinding and post-flush times
- Automatic "1st Jam Release" to minimize cutter damage
- Daily, monthly and cumulative usage statistics

Base Price/Options: **\$38,950.00**

- Cold-weather insulation package (includes hide-away hoses) \$2,700.00
Year round use - ice fishing, etc
- Lockable winter cover \$795.00
- Discharge adapter for 4 inch PVC pipe \$495.00
- Estimated Freight to Wahoo, NE \$680.00

ALL PRICES F.O.B. FACTORY • Terms: Net 30 Days
www.qualitymandm.com • Phone: 515-266-2268



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GASES ARE
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BEVERAGES OR
DRUGS ARE
ALLOWED.
NO SMOKING
IS ALLOWED.
NO OPEN
FLAMES ARE
ALLOWED.
NO GRILLING
OF MEAT IS
ALLOWED.
NO GRILLING
OF FISH IS
ALLOWED.
NO GRILLING
OF BIRDS IS
ALLOWED.
NO GRILLING
OF OTHER
MEATS IS
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LOWER PLATTE NORTH
Natural Resources District



The Lower Platte North NRD presents,
Coffee, Lakeside:
“April Gardening Activities.”



Presenter: Kathleen Cue, Nebraska Extension Educator-Dodge County and Master Gardener Program Coordinator

Details: April is the month when all those gardening activities we’ve been thinking about become something we can actually do! Bring your lawn, tree, vegetable garden, orchard and flower garden questions where we’ll problem-solve them together!

Join us: April 1st, 9am, at the Lake Wanhoo Education Building, 1655 Co Rd 16, Wahoo, NE 68066

There will be fun activities available for kids!

Join us every first Thursday of the month at 9 a.m., for a “Coffee, Lakeside” educational event. Each month will focus on a new topic, and there will always be free coffee and donuts available for all who attend. Are you curious about a specific topic and wish to learn more? Email sabbott@lpnrd.org with your topic suggestions.

