

Projects Committee Meeting
Thursday, February 3, 2022 7:30 AM
Lower Platte North NRD Office
P.O. Box 126
Wahoo, NE 68066

1. UNFINISHED BUSINESS

None

2. SWCP

Attached is the current SWCP policy for review. We will plan to approve the 2022 SWCP policy, with any changes, at our March Board meeting.

Also attached is the current 2022 DNR Conservation Practice Payment Schedule. Under our SWCP policy we need to have an approved cost docket, historically we have used the DNR table as that is what NRCS follows. The plan will be to approve the cost docket at the same time as the SWCP policy.

2.A. SWCP Application Approvals

None

2.B. SWCP Payments

None

2.C. SWCP Cancellations

None

2.D. Wahoo Creek Cost Share Approvals

None

3. WATERSHEDS

3.A. Shell Creek

3.A.1. Shell Creek Environmental Enhancement Plan Implementation

Completion of the Shell Creek South Channel Improvement/Benching Project is underway and expected to be completed in February. Bill Bos is working on various landowner projects that will be completed by June 30, 2022. Colfax County is also working on a potential stabilization project on a tributary to Shell Creek on road "J", between roads 1 and 2.

JEO continues to work with NDEE on finishing the Shell Creek Watershed Water Quality Plan soon. The final invoice from JEO will be submitted upon completion of the contract.

3.A.1.a. Shell Creek Grant Funding Update

Our most recent approved grant funding we have been working with for Shell Creek Watershed projects, combined \$591,000 of EPA 319 funds and \$114,688 from the Nebraska Environmental Trust. We presently have \$277,466 of 319 grant funds available for Shell Creek Watershed Projects to be used by June 30, 2022. An additional \$176,364.16 local match is required if all available 319 funds are used. All NET funds have been used.

Looking ahead, it is estimated that \$205,000 will be needed for completing the South Shell Creek Channel Improvement/Benching Project, which should be completed in February. In addition, Colfax County is working on a new channel stabilization project proposal and Bill Bos continues to line up landowner land treatment and septic system projects. LPNNRD has budgeted approximately \$100,000 of our local funds to supplement the required 40% match as needed.

3.A.1.b. Tom Sprunk Bank Stabilization/Project

Tom Sprunk is working with NRCS on another possible Bank Stabilization along Shell Creek. NRCS is evaluating wetland designations at the site. It is unknown if and when this project will come forward for assistance, but if so, it will likely be in the next grant cycle (after July 1, 2022) for consideration. Attached are recent photos of Tom's previous bank stabilization/wetlands projects completed in 2021.

3.A.2. Shell Creek Septic System Upgrade Applications

3.A.3. CRAIG NELSON
3.A.4. \$4,800.00

3.A.5. Shell Creek Septic System Upgrade Payment

3.A.6. MAR KETLING
3.A.7. \$6,964.85

3.B. Wahoo Creek Watershed

3.B.1. Wahoo Creek Dam Site Planning Update & FYRA Invoices

As reported last month, LPNNRD and NRCS have posted the 30 day public review period for the Wahoo Creek Watershed Plan which formally ended January 23, 2020. After comments are considered, we anticipate NRCS approval of the plan in early 2022. To date, they have received only one agency letter from the Nebraska Games & Parks Commission suggesting that the reservoirs are constructed with permanent pools for future fish habitat.

NRCS has placed the final draft of the Wahoo Creek Watershed Plan on NRCS's website: <https://www.nrcs.usda.gov/wps/portal/nrcs/detail/ne/technical/engineering/?cid=nrcseprd1492259>

3.B.2. Olsson Design Update and Invoice - Andrew Philips @ 8:00 a.m.

Andrew Phillips, Olsson, was present to update the Committee on Geo-technical activities at Wahoo Creek dam sites 77, 84, 55, 85, 66, 82 & 86. Geotechnical soil sampling has been going well on the remaining seven of ten dams (Geotech was completed on Sites 26a., 26b. & 27 two years ago) and all this work should be completed this month. Andrew said that they are now ready to move forward with final design and permitting on Dam sites 26a., 26b. and 27, once given the notice to proceed. Attached is Olsson's January 13, 2022, \$63,244.43 Invoice and progress report. After this payment, \$1,648,087.61 will remain on our \$1,999,978 contract. NRCS will reimburse LPNNRD for this expense.

Andrew Phillips reviewed his analysis (attached) of our contract with Olsson for services on the Wahoo Creek flood reduction dams. Since we placed Olsson "on hold" for 2 ½ - 3 years to complete most of this work (waiting for NRCS to approve the watershed plan). As indicated, the delay has increased costs, but this is offset by the removal of Dam Site 83. Andrew mentioned that updating the present contract should wait until we have better knowledge of how the \$22 million of "StarWars" funding will come forward and how we can accelerate the project schedule. Also attached is our original contract approved November 14, 2018.

Andrew reviewed a preliminary schedule for moving forward with the 10 dam schedule through 2026, as attached. Also attached is Mountford's scenario showing completing the dams over the next six fiscal years.

3.B.3. Wahoo Creek Watershed Water Quality Plan Phase II

3.B.4. Wahoo Creek Septic System Upgrade Payment

3.B.5. RON
SABATKA

3.B.6. \$4,881.
00

4. JOINT WATER MANAGEMENT ADVISORY BOARD

4.A. North Bend Drainage District Project Assessment

On January 20, Mountford participated in a meeting at NEMA regarding FYRA's modeling and cost/ benefit analysis of the North Bend Drainage District Project (NBDD). Also participating were representatives from NDNR, Dodge County and North Bend. The modeling analysis has been looking at justifying improvements to the four mile drainage ditch that could be impacted by potential floodwater from Rawhide Creek, overflow from Shell Creek and the Platte River. It is FYRA's opinion that the project scope should be expanded to investigate improvements to the North Bend Levee from the drainage ditch to HW 79 to obtain a positive cost/benefit outcome. FEMA/NEMA .

4.B. Platte River Cameras/Gauges Project Update

USGS has placed four Platte River cameras that are functioning on HWs 64, 77, 79 and 15. There are also two additional gauges placed on HW 77 and 15 bridges as well. USGS has been working with the Loup Power Canal to place a final camera on their property which is scheduled to be up and running the week of January 24th. The USGS link for viewing the cameras/gauges is <https://apps.usgs.gov/hivis/> .

Attached is USGS's \$14,700 invoice for their work under our agreement. This expense will be shared by PMRNRD, Dodge County and Fremont. There is some renewed hope to use FEMA grant funding for this project. A partner Zoom meeting is being scheduled for February 7th to discuss this topic. If successful, we would replace our existing agreement with USGS with two separate agreements to hopefully allow use of FEMA assistance.

4.C. Rawhide Creek WFPO Watershed Plan-EA

On January 31st, Elliott and Mountford participated in the Rawhide Creek WFPO meeting to discuss the status of Hydrology/ Hydraulic models that will be used (Agenda Attached). The models will not only need to focus on Rawhide Creek floodwater flows, but also the influence of the Platte River and Shell Creek flooding. The next scheduled meeting is at the Dodge County Emergency Managers Office at 1:00 p.m, February 21, 2022.

5. EROSION AND SEDIMENT RULES AND REGULATIONS

No new updates.

6. NARD Legislative Conference Report

Elliott reviewed his report on the NARD Legislative Conference as attached.

7. OTHER

7.A. NRD/NRCS Local Work Group Meeting

We are working with NRCS to schedule the annual Local Work Group Meeting to give input on priorities for allocating federal program funds for various conservation practices. The meeting will be held in February or March at the Lake Wanahoo Education Building. Once the meeting date is finalized, we will notify board members.

8. ADJOURNMENT

The Projects Committee adjourned at 9:10 a.m.

**Lower Platte North
Natural Resources District**

**Soil & Water Conservation Program
(SWCP)**

LPNNRD Board Approval 4/12/21

Table of Contents

I. PURPOSE	PG. 3
II. ELIGIBILITY, DISTRIBUTION OF FUNDS	PG. 3
III. APPLICATION REQUIREMENTS	PG. 3
IV. ELIGIBLE HIGH PRIORITY PRACTICES	PG. 3
V. INELIGIBLE PRACTICES	PG. 4
VI. APPLICATION SUBMITTAL, APPROVAL & COMPETITION PERIODS	PG. 5
VII. 2017 PRIORITY AREAS & ELIGIBLE COST SHARE PERCENTAGES	PG. 6
VIII. COST SHARE PERCENTAGE - PRACTICE EXCEPTIONS	PG. 7
IX. MAXIMUM COST SHARE LIMITS	PG. 7
X. AMENDMENTS FOR ADDITIONAL COST SHARE	PG. 8
XI. APPLICATION EXTENSIONS	PG. 8
XII. CONSERVATION PRACTICE DESIGN, STAKING & PERMITS	PG. 8
XIII. SUBMITTING BILLS & PAPERWORK ON COMPLETED WORK	PG. 8
XIV. COST SHARE PAYMENTS	PG. 8
XV. PAYMENT OVERRUNS & REQUESTED REFUNDS	PG. 9
<u>ATTACHMENTS:</u>	
ATTACH A: SEDIMENT & WATER CONTROL BASINS/DIVERSIONS	PG. 10
ATTACH B: PLANNED GRAZING SYSTEMS	PG. 11
ATTACH C: WATER IMPOUNDMENT & GRADE STAB. STRUCTURES	PG. 12-14
ATTACH D: WINDBREAK RENOVATION PRACTICES	PG. 15
ATTACH E: EMERGENCY REPAIR OF CONSERVATION PRACTICES	PG. 16
ATTACH F: LANDS FOR CONSERVATION PROGRAM	PG. 17

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT POLICY 2021 SOIL & WATER CONSERVATION PROGRAM (SWCP)

I. PURPOSE

The purpose of this program is to provide guidance for administering federal (EPA 319 grants), state (NSWCP, Environmental Trust grants) and local cost-share assistance as an incentive to landowners for the construction and application of soil and water conservation practices.

II. ELIGIBILITY, DISTRIBUTION OF FUNDS

- A. Any landowner within the Lower Platte North NRD (LPNNRD), individual, partnership, corporation or other legal entity is eligible to apply for SWCP funds.
- B. Cost-share program funds will be approved and distributed based on the number of high priority applications received each fiscal year (July 1 - June 30).
- C. Funds may be reserved and targeted toward high priority watersheds and projects as determined and approved by the LPNNRD Projects Committee and Board.
- D. Unobligated or unused SWCP funds in priority watersheds may be redistributed to other areas if not used in a timely manner.
- E. The LPNNRD may supplement the Nebraska Soil and Water Conservation Program (NSWCP) state funds with available federal, other state & local funds. The amount of local funds budgeted and available will be decided each year.
- F. Landowners will be expected to apply for available federal EQIP cost-share funding when applicable and available for eligible high priority practices A, C through M, before state and local cost share funding is approved. It is also generally expected to approve available state funding before local funds are considered.
- G. Lands for Conservation (LFC) program is exempt from the payment cap stipulations of the SWCP policy.

III. APPLICATION REQUIREMENTS

- A. Eligible SWCP applicants are to apply at their local NRCS Service Office (also the LPNNRD office if for tree planting or windbreak renovations). Applications with appropriate NRCS comments/recommendations are to be forwarded to the NRD for consideration.
- B. Applications will contain sufficient information to include:
 - 1. Date construction (summer or fall) is expected to be completed.
 - 2. Type of Project to be installed.
 - 3. Whether the proposed project is located in a priority watershed area or if other special conditions exist.
 - 4. An aerial photograph showing the project location.
 - 5. Total estimated cost-share needed for the project.
 - 6. When applying for a small dam or grade stabilization structure, the estimated percent of land treatment draining to the proposed site (Attachment C).

IV. ELIGIBLE HIGH PRIORITY PRACTICES

- A. **Establishment of warm and cool season grass on crop land**
- B. **Small conservation project (terraces, basins, diversion, grass waterways and/or underground outlets) applications.** This priority practice includes newly established

grass waterways and/or replacement grass waterways.

- i. Small projects are only eligible on fields where a complete no-till cropping management system is currently being applied.
- ii. Existing grassed waterway applications must be over 10-years old and part of an approved terrace system or on 100% no-tilled fields)
- iii. Small Projects may involve the construction of a new terrace and/or sediment & water control basins systems or it may include the extension of an existing terrace system with the inclusion of sediment & water control basins (this priority does “NOT” include the replacement of functionally obsolete terrace systems, waterways and sediment & water control basins in excess of 10-years old).
- iv. Small projects do not include practice of installing tile outlets into existing functional terrace outlet systems (refer to priority G).
- v. Small projects will not exceed \$5000.00 in cost incentive request.
*For small projects, landowners will not be expected to apply for available federal EQIP cost-share funding for eligible high priority practice B. It will generally be expected to approve available state funding before local funds are considered.

- C. ***Construction of new terrace systems** (includes replacement of functionally obsolete terrace systems in excess of 20-years old).
- D. **Construction of sediment & water control basins when part of a new terrace system where cost share incentives exceeds \$5,000** (Attachment A).
- E. **Construction of Diversions when part of a new terrace system or dam** (Attachments A & C).
- F. **Planned Grazing Management Systems** (Attachment B)
- G. *** Installation of Tiled Outlets into Existing Terraces** (includes the storage portion of the terrace).
- H. **Water Impoundment and Grade Stabilization Structures** (Attachment C)
- I. **Tree/Shrub Planting** (Only when NRD stock is provided and planted by the District) For riparian buffer strips, field, acreage and farmstead windbreaks and for wildlife habitat 200- tree/shrub minimum is required for riparian buffer strips, and for field and farmstead windbreaks. A 300-tree/shrub minimum is required for wildlife habitat.
- J. **Windbreak Renovation** (Attachment D)
- K. **Supplementing EOIP Contracts in Priority Areas**
When federal EQIP funds are approved in LPNRRD priority areas, the District may approve additional local and/or state cost share not to exceed the established maximum cost share percentage approved for a practice or the specific area.
- L. **Emergency Repair of Conservation Practices** (Attachment E)
- M. **Lands for Conservation (LFC) Program ;** (Attachment F) Any approved EQIP contract that agrees to the terms of the LFC program; summer construction Jun 1 – September 30 of the calendar year.

***NOTE:** Cost share only applies toward the tile outlet portion of approved terrace systems to establish a stable outlet. A stable outlet is considered to be on land that has a 2% grade or less. A landowner may choose to install a portion of the outlet without cost share assistance provided that it meets NRCS design standards and specifications.

V. **INELIGIBLE PRACTICES**

- A. Any application that would allow the installation of terraces on land that has established

- grass will not be approved.
- B. The LPNNRD will not approve any conservation practice that will encourage the conversion of grassland, including CRP land, to crop land. This includes CRP land in the last year of the contract.
 - C. Rebuilding grassed waterways or tile outlets if under 10-years old. Note: Cost share for replacing grass waterways will be considered on a case-by-case basis when over ten (10) years old and part of an approved terrace system or on 100% no-till fields (see IV. M.).
 - D. Work that is considered normal maintenance of existing conservation practices.
 - E. Rebuilding terraces on existing terrace lines.
 - F. Terraces systems on Class VI land or greater.
 - G. Sediment removal from small dams or other impoundments and/or from adjacent lands of said structures.
 - H. Work started or constructed prior to approval.
 - I. Livestock Waste Pits.
 - J. The District will not provide cost share for practices on farmland that does not have a certified Nitrogen operator or on irrigated land where the irrigated acres are not certified by LPNNRD.
 - K. Any practice on fields that are determined sod-busted by the NRCS.
 - L. Repair of damage to conservation practices that is determined to be landowner negligence in performing normal maintenance as outlined in NRCS specifications.

VI. APPLICATION SUBMITTAL, APPROVAL & PROJECT COMPLETION PERIODS

A. Summer Construction Applications (For June through September 15):

To insure LPNNRD consideration, **applications for summer construction must be submitted by February 1.** Most generally, the Projects Committee will review, rank and recommend summer application approvals at the **February/March Projects Committee Meeting.** However, consideration and approval of summer applications received after **February 1** may occur depending on available funds. All **summer construction projects are to be completed by September 15 and final paperwork submitted to the LPNNRD office by October 15.** The Projects Committee will review all uncompleted or unpaid applications at the end of each period to determine if application extensions and/or cancellations are warranted. **The field must be available for construction by August 1. The area must be planted to a cover crop or a crop preceding or after construction. The crop or cover may be harvested or pastured during the contract period.** Work not **completed by September 15,** may be canceled or receive reduced cost share as determined by the **Projects Committee/Board.**

NOTE: Cooperators who are approved for incentive payments within special designated watersheds, must follow these same summer construction requirements (refer to the “Lands for Conservation Program” – Attachment F).

B. Fall Construction Applications (September through December project completion):

To insure LPNNRD consideration, applications for fall construction must be received **by July 1.** Most generally, the Projects Committee will review, rank and recommend fall construction application approvals at the **July/August Projects Meeting.** However, additional approvals for fall work may occur after July/August as funds are available.

Approved fall applications will be given until December 31 to complete the work. The Committee will review all unpaid applications at the end of each year to determine application extensions and cancellations.

C. Grass, Tree Planting, Windbreak Renovation Applications:

Application periods for grass establishment will be approved based on NRCS seed and seeding specifications. Applications for trees are generally considered for approval just before the spring planting season. For approved Windbreak Renovation applications, tree removal will normally be completed in the summer or fall so the site will be ready before spring tree planting.

D. Small Dam Application (Attachment C):

To ensure consideration for approval, the **District will need NRCS/NRD technician recommended applications by December 15.** The Projects Committee will review and prioritize and submit a recommendation for approval at the January Board Meeting.

E. LPNNRD Signatures on Approved Applications & Related Documents:

The Manager, Assistant Manager and Projects Coordinator are authorized to sign Board approved SWCP applications, Completion and Document Certifications and other related documents on behalf of the LPNNRD.

VII. 2021 PRIORITY AREAS & ELIGIBLE COST-SHARE PERCENTAGES

Priority areas for 2021 listed below are given first consideration for District cost share assistance. Each year, high priority practice applications located in priority areas are reviewed and approved by the Projects Committee and Board for the upcoming program year. The cost-share assistance payment may not exceed a total of the eligible percent for an area when combining all sources of federal, state and local assistance. If there is not enough funding for all applications for all listed priority areas, the Projects Committee may rank areas for approval or approve a lower maximum cost share percent.

LPNNRD Cost-Share Amounts	Average (%) and Actual
FALL Work (District Wide) max \$ limit: \$12,500.00	75
FALL Work (Targeted Areas) max \$ limit: \$12,500.00	75
SUMMER Work (District Wide) max \$ limit: \$10,000.00	75
SUMMER Work (Targeted Areas) max \$ limit: \$12,500.00	75

Targeted Areas	Notes
A. LPNNRD Lands North of the Platte River	Platte, Boone, Madison, Colfax & Dodge Counties. Shell Creek is also in ET & EPA 319 grant area - actual percent depends on priority area and practice as defined in approved grant application).
B. Lake Wanhoo (Sand/Duck Creek) Watershed	
C. Czechland Lake Recreation Area Watershed	
D. Homestead Lake Recreation Area Watershed	
E. Wahoo Creek Sub-Basins	Dunlap Creek; North Fork Wahoo Creek; Miller Branch Creek. These Wahoo Creek Sub-Basins are designated EQIP NWQI, EPA 319 and Environmental Trust Priority Areas.
F. Skull Creek Watershed	It is anticipated to alternate this watershed with the Bone Creek Watershed every two years
G. Watersheds Above All Existing and Planned LPNNRD Flood Control Structures	Non-public structures that are or will be LPNNRD Flood Control Structures operated and maintained by the District
H. Watersheds Above Proposed or Completed Landowner SWCP Cost Share Dams	That will or have received LPNNRD assistance
I. Voluntary Compliance of Verified Erosion & Sediment Complaints	District-wide
J. All High Priority Practice Summer Applications	District-wide (June 1 through September 15 completion)
K. Tree/Shrub Planting	District-wide
L. Voluntary Compliance of Verified Erosion & Sediment Complaints	District-wide
M. All High Priority Practice Summer Applications	District-wide (June 1 through September 15 completion)
N. Tree/Shrub Planting	District-wide

VIII. COST SHARE PERCENTAGE - PRACTICE EXCEPTIONS

The maximum cost share percentage for most high priority conservation practices will be 75%; depending on the where the practice is located (**Refer to VII. above**). The exception to this is for the following high priority practices:

- A. **Water Impoundment Dams and Grade Stabilization Structures: 65% - 75%**
(Attachment C)
- B. **Windbreak Renovation Practice: 50%** (Attachment D)
- C. **Emergency Repair of Conservation Practices: 50%** (Attachment E)

IX. MAXIMUM COST SHARE LIMITS

A. **General Maximum Limit:**

A cooperator may receive up to \$12,500 SWCP funds within any program year (July 1 - June 30) for most high priority practices unless otherwise specified below.

B. **Priority Areas with Federal or State Grant Funding:**

Within priority areas (**Wahoo Creek and Shell Creek e.g.**) that are receiving reimbursable federal or state grant funding, the maximum limits may be exceeded to expedite use of those special funds within the specified grant period time line.

C. **Planned Grazing Systems – Livestock Well Pumping Plants:**

The maximum limit for planned grazing systems is \$12,500, however a maximum cost share limit of \$5,000 will also apply toward the livestock well and well pumping plant components (combined) when part of the approved system (Attachment B).

D. **Water Impoundment & Grade Stabilization Structures:**

The maximum limit for water impoundment dams and grade stabilization structures is \$15,000 upon NRCS recommendation and Projects Committee/Board approval on a case-by-case basis (Attachment C).

E. **Windbreak Renovation:**

The maximum limit for windbreak renovation is \$1,000 per landowner per year (Attachment D).

F. **Emergency Repair of Conservation Practices:**

The maximum limit for emergency repair of conservation practices is \$1,000 per landowner per year (Attachment E).

G. **2020 Summer Conservation Practices in Non-Priority Areas:**

For 2020, the maximum limit for approved conservation practices in non-priority areas will be \$10,000 per landowner per year.

X. AMENDMENTS FOR ADDITIONAL COST SHARE

When applications are approved under the maximum limit, additional funds, up to the limit, may be approved if notified by the landowner or technician before construction. LPNNRD staff is authorized to approve an additional \$1,000 above the original approval (up to the maximum limit) if the request is received from the landowner and/or technician prior to construction. Staff will notify the Projects Committee of any staff authorized changes.

XI. APPLICATION EXTENSIONS

Extensions may be granted for inclement weather or for other conditions beyond the landowner's control. All extension requests will be considered by the Projects Committee and Board on a case-by-case basis. No more than one 6-month extension can be approved for the same application.

XII. CONSERVATION PRACTICE DESIGN, STAKING & PERMITS

- A. All conservation measures must be designed and staked by Natural Resources Conservation Service personnel (NRCS), NRD technicians or other NRCS approved technical service providers. All completed conservation work must be according to the NRCS design standards and specifications as outlined in the NRCS Procedures Handbook for LPNNRD.
- B. The landowner is responsible for contacting the NRCS office to secure funds and schedule the layout (design and staking) of the approved work
- C. The landowner is responsible for obtaining all required local, state and federal permits.

XIII. SUBMITTING BILLS & PAPERWORK ON COMPLETED WORK

- A. The landowner is responsible for submitting all bills to the NRCS office. The NRCS will calculate the eligible cost share payment (on NSWCP form # 3) and submit completed and properly signed paperwork to the LPNNRD.
- B. Drawings of the completed practices at to be provided by the NRCS/NRD technician on an aerial photo and submitted with the payment request.

XIV. COST SHARE PAYMENTS

- A. LPNNRD has approved use of NeDNR's 2021 conservation practice payment rates for calculating SWCP contract cost-share payments. Payments will be based on NeDNR's conservation practice payment rates that were in force at the time the application was approved. The cost-share percent may be lowered if summer work is extended into fall.
- B. The LPNNRD calculates and pays cost-share on terraces only by the linear foot, not by the cubic yard.
- C. The cost-share percentages are calculated by multiplying the eligible cost share percentage by the approved cost share practice payment schedule rate or actual cost whichever is less. The cost-share assistance payment may not exceed a total of the eligible percent for an area when combining all sources of federal, state and local assistance.
- D. **Splitting Cost-Share Percentages:** When a field splits two cost-share priority areas, the corresponding eligible cost share percentage will be applied to each portion of the field being treated. When a field splits into a non-priority area, that area will be allowed up to 50% cost share assistance, if the non-priority area is 50% or less of the entire field being treated.
- E. When grant funds are available special conditions aligned with terms of grants will be implemented; in some cases a higher payment percentage rate, or payment cap may be allowed.

XV. PAYMENT OVERRUNS AND LANDOWNER REQUESTED REFUNDS

A. Payment Overruns:

Overruns of up to 10 % above the approved project amount may be approved by staff. Overruns above 10% will need Board approval. Payments are not to exceed the maximum cost share limits set for the various practices. Exception to this is when payments are combined with grant funds in priority areas.

B. Landowner Refunds:

If an SWCP practice is purposely damaged, removed or destroyed within ten years after completion (25 years for a small dam), the cooperator who received cost share, will be requested to reimburse the District, all or a portion of the SWCP cost share funds, as determined by the Projects Completion (25 years for a small dam), the cooperator who received cost share will be required to reimburse the District all or a prorated portion of the funding assistance, as determined by the Projects Committee and Board.

SWCP ATTACHMENT A
SEDIMENT & WATER CONTROL BASINS AND DIVERSIONS

This attachment is to help clarify the use of sediment & water control basins and diversions as an eligible cost-share practice. Basins and diversions are to be used as a part of an approved conservation system according to the NRCS technical guides and field manual.

- A. Sediment & water control basins and diversions may be approved as a high priority practice when in conjunction with terraces or dams.
- B. Basins and diversions will be considered a high priority practice when a part of a terrace system or in conjunction with a 100% no-till system. A 100% no-till system must have the goal of controlling soil erosion to soil replacement levels (“T”). A 100% no-till system is accepted land treatment when ephemeral and gully erosion is controlled, or “T” is met. Basins and/or diversions built separately on a terraced field are not considered a part of the terrace system.
- C. Basins and diversions not part of a terrace system may be considered as a high priority practice on fields where the NRCS or NRD technician determines terraces are not feasible and/or they offer the most practical solution to a problem. This will be determined by the Projects Committee on a case-by-case basis.

LOWER PLATTE NORTH NRDSWCP ATTACHMENT B PLANNED GRAZING SYSTEM PRACTICE

I. GENERAL REQUIREMENTS

- A. An applicant must have at least 40 acres of connecting grassland to be developed into at least two grazing cells with planned rest periods in accordance with Natural Resources Conservation Service (NRCS) recommendations.
- B. Applicants must complete a minimum 10-year planned grazing system developed by the NRCS prior to submitting an application.
- C. Applicants are required to sign a 10-year cost-share agreement with the LPNNRD. (Form NSWCP-10)
- D. All approved cost-share items must meet NRCS Standards and Specifications.
- E. Funds for approved practices may be used on CRP lands if such lands are in the last year of the CRP contract.
- F. The amount and type of eligible practices approved for each application will be determined by the overall grazing system plan and the most cost effective alternative available.
- G. Cost-share on eligible practices will be based on the approved cost-share percentage times the approved practice payment schedule cost share rate or 75 percent of the actual cost, whichever is less.

II. ELIGIBLE PRACTICES

- A. **Cross Fencing:** Only fencing designed to facilitate cell division is eligible for cost-share (Standard 382 specifications). Boundary fences are not eligible for cost-share.
- B. **Livestock Water Dugouts:** Dugouts will be sized by daily animal needs and Nebraska Engineering Handbook Standards.
- C. **Livestock Well Installation:** Livestock wells will be sized to provide a maximum of 15 gallons of water per animal-unit per day within each cell. No cost-share will be available for domestic or irrigation wells. Well test holes are not eligible for cost-share.
- D. **Pumping Plants for Livestock Wells** (As outlined by State NSWCP Guidelines): While a cooperator may receive up to \$12,500 SWCP funds toward completing a Planned Grazing System, a maximum cost share limit of \$5,000 will apply toward the livestock well and well pumping plant component (combined) if part of the approved system.
- E. **Livestock Water Tanks:** Tanks sized according to standard storage requirements in the NRCS Technical Guide, Standard 614, are eligible.
- F. **Livestock Water Pipeline Installation**

**LOWER PLATTE NORTH NRD
SWCP ATTACHMENT C
GUIDELINES FOR WATER IMPOUNDMENT (SMALL DAMS) &
GRADE STABILIZATION STRUCTURES**

I. PURPOSE

The purpose of this program is to assist landowners with the construction of water impoundment and grade stabilization structures on their property.

II. ELIGIBLE PROJECT ITEMS

A. Eligible Project Costs Include:

1. Construction (Not to include site preparation)
2. Seeding (Structure and emergency spillway)
3. Fencing when required by the NRCS

III. LAND TREATMENT REQUIREMENT

To be eligible for cost-share assistance, a minimum of 75% land treatment is required within the watershed above each proposed structure site. To calculate this percentage, non-highly erodible land is considered treated.

Land Treatment Definition:

Land treatment is defined as any practice or combination of practices (i.e. terraces, no-till etc.), that control soil erosion rates on highly erodible soils to soil replacement levels or less (Soil replacement level or "T" = 5 tons/acre in the LPNNRD). Any approved NRCS farm plan that treats land to "T" qualifies under this definition (8/2/00 Projects Committee).

IV. COST-SHARE PERCENTAGE AND MAXIMUM ASSISTANCE

The cost-share percent for approved applications outside selected priority areas is up to a maximum of 65%. For small dams approved within selected LPNNRD priority areas, the cost-share rate is up to a maximum of 75%. Eligible assistance will be based on the eligible cost-share percent times the county average costs or 75% of actual costs whichever is less. The maximum cost-share limit will be \$15,000 upon NRCS recommendation and Projects Committee approval on a case-by-case basis (see Special conditions below).

Special conditions: The Board may approve a higher cost-share percentage and increase the maximum assistance if an application site is above an LPNNRD recreation area, within a targeted watershed or when other special conditions exist. The Board may also approve a lower cost-share percent and decrease the maximum assistance for structure sites of lower priority. **Special** conditions will be evaluated by the Board on a case-by-case basis.

V. PRIORITY AREAS

Priority-areas for small dams and grade stabilization structures include the following watersheds:

- A. Sand & Duck Creek
- B. Wahoo Creek*

- C. Skull Creek
- D. Shell Creek* (Additional grant funding available)
- E. Bone Creek
- F. Watersheds above Pubic Recreation Structures (e.g. Czechland Lake, Homestead Lake, Lake Wanahoo)
- G. Above all existing LPNNRD Operated and Maintained Watershed Structures.

VI. APPLICATION ELIGIBILITY AND SIGN-UP

- A. Any landowner within the Lower Platte North NRD who is an individual, a partnership, a corporation or other legal entity.
- B. Applications may be submitted any time during the year; however, only NRCS inspected and recommended applications received by December 15, will ensure consideration for the following construction year. Unapproved applications will expire on May 1 of each year, requiring a new landowner application for future consideration. The Projects Committee will review, prioritize and submit a recommendation for approval at the January Board Meeting.
- C. The applicant shall apply at the county NRCS office on forms provided by the LPNNRD. An aerial photo showing the proposed project location must accompany the application. The application must be signed by the applicant and sent to the LPNNRD before December 15 of each year to insure consideration for the immediate year's construction.
- D. At the time of application, the NRCS will be requested to provide an estimate of drainage acres, percentage of land treatment present, quantities and costs for the project.

VII. APPLICATION EVALUATION AND TENTATIVE APPROVAL

- A. Application sites will be inspected by LPNNRD and NRCS representatives to evaluate feasibility, benefits and cost. Benefits to be evaluated will include but not be limited to: flood control, grade control, erosion and sediment control, wildlife habitat enhancement, livestock water, and protection to public roads and property.
- B. The Projects Committee will most generally review, prioritize, and make recommendations on applications at their January meeting.
- C. The NRD Board of Directors will generally approve, reject, or table each request at the January Board Meeting.
- D. After receiving LPNNRD approval, the applicant will be required to submit a \$500 deposit to the NRD before a survey or design is started. The deposit will be returned to the applicant after project completion. If the deposit is not received by February 1, the application will be canceled. If the applicant withdraws from the project after the design has been complete, the deposit will be retained by the LPNNRD unless conditions in XII. B. apply.
- E. In February of each year, the Natural Resources Conservation Service will be requested to proceed with survey and design of approved projects.
- F. After receiving LPNNRD approval, the applicant will be given two years to obtain necessary permits, complete the structure and submit all required paperwork. If the project is delayed due to adverse weather conditions, or other conditions beyond the

applicant's control, an extension may be granted by the LPNNRD Board of Directors. Extensions will be considered by the LPNNRD Board on a case-by-case basis.

VIII. LAND RIGHTS, AGREEMENTS AND PERMITS

- A. The applicant is responsible for obtaining any required easements and any required federal, state and local (i.e. NDNR, Army COE, and County Zoning) permits.
- B. The applicant is responsible for the relocation or modification of water lines, power lines and telephone lines and pay the costs involved.
- C. The applicant will be required to enter into a 25-year cost-share agreement with the LPNNRD. This agreement states that the applicant will refund cost-share funds if the project is removed, altered, or modified without the consent of the LPNNRD.

IX. STRUCTURE DESIGN AND CONSTRUCTION

- A. The NRCS will be requested to survey, design, and supervise all structures approved by the LPNNRD Board.
- B. Construction will not commence until formal notice to proceed is given by the LPNNRD. This notice will be given after NRD Board approval, and after receiving the applicant's deposit and signed cost-share agreement.

X. FINAL APPROVAL AND PAYMENT

- A. Final Approval and Payment will occur when:
 - 1. The project is completed and certified by the NRCS/NRD technician to meet all NRCS standards and specifications.
 - 2. The completed application form NSWCP-3 is signed and returned to the LPNNRD with a copy of all project bills.

XI. OPERATION AND MAINTENANCE

The landowner is responsible for all operation and maintenance after project construction.

XII. SMALL DAM DEPOSIT REQUIREMENT & REIMBURSEMENT

- A. The applicant will be required to submit a \$500 deposit to the NRD before a survey or design is started. The deposit will be returned to the applicant after NRCS approves the completed project and all paperwork is submitted and approved by the District. If the deposit is not received by February 1, the application will be canceled. If the applicant withdraws from the project after the design has been complete, the deposit will be retained by the LPNNRD unless conditions in B. apply.
- B. If a landowner does not proceed with the small dam project because the final cost estimate is 40% or more over the original project estimate, the LPNNRD will return the \$500 deposit based on financial hardship. All other conditions will be reviewed by the Projects Committee on a case-by-case basis.

**LOWER PLATTE NORTH NRD
SWCP ATTACHMENT D
WINDBREAK RENOVATION PRACTICE**

I. PURPOSE

To provide for the restoration of farmstead, acreage or field windbreaks that have been rendered substantially ineffective due to the death of trees or other windbreak plantings as a result of weather, disease, or other natural causes.

II. PLAN REQUIREMENT

A windbreak renovation plan is to be based on a plan reviewed and approved by a forester of the Nebraska Forest Service. The forester is to certify that the windbreak has lost its effectiveness, should be renovated and that they approve the plan of renovation.

III. SITE PREPARATION

Tree removal off the site is required to be accomplished in late fall/early winter at least before the planting occurs the following spring. The only area that is replanted with a new windbreak receives cost share for removal costs. Tree removal work should not be initiated until the application is approved by the Lower Platte North NRD and the landowner agrees to replant the windbreak in the same area.

IV. COST SHARE RATE AND MAXIMUM ASSISTANCE

The windbreak renovation cost-share payment will not be based on a cost greater than the county average unit cost adopted by the USDA-FSA. The renovation practice is not to include the replanting of the windbreak because of different cost-share percentage rates. The windbreak planting cost-share will be separate. The Lower Platte North NRD will cost share at a 50% rate, up to \$1,000.

Tree planting cost-share is eligible for riparian buffers, farmsteads, acreages, field and livestock protection windbreaks. Windbreaks must contain 200 or more trees and shrubs which are purchased through and planted by the NRD. When the planting is strictly for wildlife habitat, a minimum of 300 trees/shrubs purchased and planted by the NRD is required.

**LOWER PLATTE NORTH NRD
SWCP ATTACHMENT E
FOR EMERGENCY REPAIR OF CONSERVATION PRACTICES**

I. PURPOSE

On occasion, the LPNNRD Board of Directors may approve local SWCP funds for the Repair of conservation practices damaged from intense rainstorms. The decision for approving emergency repair funds will be considered annually, with the location and total amount of available funds dependent on the severity of storm damage to conservation practices in designated areas in the District. When approved by the Board, Emergency repair funds will be allocated in the following manner:

- A. The LPNNRD Board will consider approval of the amount and eligible area for emergency repair funds, with a recommendation from the Projects Committee. Typically, this will occur on or prior to the LPNNRD September Board Meeting.
- B. Only eligible Conservation Practices, two years old and newer that were originally built to NRCS design specifications, will be eligible for cost-share assistance.
- C. The committee will consider approval of emergency repair assistance only when it is determined by an NRCS technician that the damage was not due to landowner negligence in performing normal maintenance as outlined in NRCS O&M specifications.
- D. To be eligible for emergency repair funds, the landowner must be following an approved NRCS farm plan.
- E. Prior to LPNNRD approval, applications will receive recommendations from LPNNRD and NRCS staff. The LPNNRD Projects Committee will prioritize application practices and areas.
- F. Eligible assistance will be 50% of the approved amount up to a maximum of \$1,000 per landowner per program period.

**LOWER PLATTE NORTH NRD
SWCP ATTACHMENT F
2021 LANDS FOR CONSERVATION PROGRAM
)**

Purpose: The Lands for Conservation program provides landowners with an incentive to get conservation structures constructed on the land during the growing season.

1. The Lands for Conservation program will be on contractual basis between the landowner (cooperator) and the Lower Platte North Natural Resources District for one year while conservation practices are being established. Applications deadline for each calendar year will be February 1.
 2. Sediment and Water Control Basins with tile outlets and/or terraces with grassed waterways and terraces with tile outlets qualify for this program. Sediment and Water Control Basins/Terraces and/or waterways must be seeded during the contract period.
 3. NRCS and/or NRD personnel will design terraces with waterways or tile drains or Sediment and Water Control Basins with tile outlets. These practices must protect the entire field on which they are established. However, the area under contract will be the smallest practical area to encompass the practices, as agreed upon with the cooperator.
 4. Land enrolled in another program (ex: CRP) may not be eligible for Lands for Conservation contracts.
 5. Sediment and Water Control Basins with tile outlets and terraces with waterways or tile outlets may be cost-shared through the EQIP program administered by Natural Resources Conservation Service (NRCS). If federal funds are not available, cost-sharing assistance may be available through LPNNRD's Soil & Water Conservation Cost-Share Program.
 6. **Construction must be done between June 1 and September 15.** The field must be available for construction by August 1. The area enrolled in the LPNNRD Lands for Conservation will be planted to cover crop or a non-grain forage crop (forage sorghum, etc.) preceding and/or after construction. The crop or cover may be harvested or pastured during the contract period.
 7. **For 2020: Payment is \$205 per acre*.**
*Payment Rate will be reviewed annually. Payment rate is based on 2020 Nebraska Non-Irrigated Cropland Cash Rent Paid per Acre, Source: USDA National Agricultural Statistics Service.
Payment will not be processed and forward to the NRD applicant until the project (including the planting of the cover crop) has been certified as completed by the NRCS.
 8. If used for permanent pasture before or after the contract period, these areas are not eligible for the Lands for Conservation Program. Money received through this program resulting in permanent pasture after the contract period, must be returned. Land can be used for hayland as a normal part of the crop rotation.
 9. If ownership of land changes during the contract period, the contract becomes void. The new owner may continue the contract, if agreed to with the Lower Platte North NRD.
 10. Approval of contracts will be on a rotating basis.
 11. The landowner will contract for the construction of Sediment and Water Control Basins, terraces, waterways, tile outlets and any other necessary construction.
 12. Terraces, Sediment and Water Control Basins, waterways and tile outlets must be maintained for 10 years or as long as the current owner has control of the land, whichever is less.
 13. **Eligible Watersheds for the Lands for Conservation Program: Within the Wahoo Watershed, three of the HUC 12 sub watersheds were identified as highest priority areas for this program: North Fork-Wahoo Creek, Dunlop Creek and Miller Branch-Wahoo Creek. The Shell Creek Watershed.**
 14. **Separate fund pool allotted in 2021 for the remainder of the LPNNRD outside of 319/NWQI watersheds.**
-

351
355
355
355
355
355
356
356
356
359
359
360
360
360
362
366
367
367
367
367
368
368
368
368
368
368
368
368
368
368
368
368
368
368
368
368
368
368
368
371
372
372
372
372
372
372
372
372
372
374
374
374
374
374
374
374
374
374

374
374
374
374
374
378
378
378
378
380
380
380
380
380
380
380
380
380
380
382
382
382
382
382
382
382
382
382
382
382
382
382
382
382
383
383
383
384
384
384
384
384
386
386
386
386
386
386
390
390
390
390
391
391

391
391
391
391
393
393
393
393
394
394
394
394
394
394
395
395
395
395
396
396
396
396
399
399
399
410
410
410
410
410
410
410
410
410
410
410
410
410
410
410
410
412
412
412
412
420
420
420
420
420
420
422

528
528
528
528
528
528
528
528
533
533
533
533
533
533
533
533
533
533
533
533
533
533
533
533
533
550
550
550
550
550
550
550
550
550
550
554
558
558
560
560
560
560
561
561
561
574
574
575
575
576
578
578
578

600
600
600
600
600
600
600
601
603
604
605
606
606
606
606
606
612
612
612
612
612
614
614
614
614
614
614
614
614
614
614
614
614
620
620
620
620
620
620
620
620
620
620
620
620
620
620
629
629
632
632
632
632
632
634

634
634
634
634
634
635
635
635
635
635
635
635
635
635
635
635
635
635
635
635
635
635
638
638
640
642
642
642
642
642
642
642
644
645
645
645
646
646
647
647
647
649
649
649
650
650
650

656
656
656
656
656
657
657
657
657
657
657
657
657
657
657
658
658
658
659
659
659
659
659
659
659
666
666
666
666
670
670
672
672
672
672
672
808
808
808
808
808
808
808

Practice Name

Waste Storage Facility

Waste Storage Facility

Waste Storage Facility

Waste Storage Facility

Waste Storage Facility

Waste Storage Facility

Waste Storage Facility

Waste Storage Facility

Waste Storage Facility

Waste Storage Facility

Waste Storage Facility

Waste Storage Facility

Brush Management

Brush Management

Brush Management

Brush Management

Brush Management

Brush Management

Brush Management

Brush Management

Herbaceous Weed Treatment

Herbaceous Weed Treatment

Herbaceous Weed Treatment

Herbaceous Weed Treatment

Herbaceous Weed Treatment

Herbaceous Weed Treatment

Animal Mortality Facility

Animal Mortality Facility

Animal Mortality Facility

Composting Facility

Composting Facility

Composting Facility

Irrigation Canal or Lateral

High Tunnel System

High Tunnel System

High Tunnel System

Conservation Cover

Conservation Cover

Conservation Cover

Conservation Cover

Conservation Cover

Conservation Cover

Conservation Cover

Conservation Cover

Conservation Cover

Conservation Cover

Conservation Cover

Energy Efficient Agricultural Operation
Energy Efficient Agricultural Operation
Energy Efficient Agricultural Operation
Energy Efficient Agricultural Operation
Energy Efficient Agricultural Operation
Energy Efficient Agricultural Operation

Pond

Pond

Pond

Pond

Pond

Windbreak/Shelterbelt Establishment and Renovation

Windbreak/Shelterbelt Establishment and Renovation

Windbreak/Shelterbelt Establishment and Renovation

Windbreak/Shelterbelt Establishment and Renovation

Windbreak/Shelterbelt Establishment and Renovation

Windbreak/Shelterbelt Establishment and Renovation

Windbreak/Shelterbelt Establishment and Renovation

Windbreak/Shelterbelt Establishment and Renovation

Fence

Fence

Fence

Fence

Fence

Fence

Fence

Fence

Fence

Fence

Fuel Break

Fuel Break

Fuel Break

Woody Residue Treatment

Woody Residue Treatment

Woody Residue Treatment

Woody Residue Treatment

Field Border

Field Border

Field Border

Field Border

Field Border

Field Border

Riparian Herbaceous Cover

Riparian Herbaceous Cover

Riparian Herbaceous Cover

Riparian Herbaceous Cover

Riparian Forest Buffer

Riparian Forest Buffer

Hedgerow Planting
Irrigation Pipeline
Irrigation Pipeline
Irrigation Reservoir
Irrigation Reservoir
Irrigation Reservoir
Irrigation System, Microirrigation
Irrigation System, Microirrigation
Irrigation System, Microirrigation
Irrigation System, Microirrigation
Irrigation System, Microirrigation
Irrigation System, Microirrigation
Sprinkler System
Sprinkler System
Sprinkler System
Sprinkler System
Sprinkler System
Sprinkler System
Sprinkler System
Sprinkler System
Sprinkler System
Sprinkler System
Sprinkler System
Irrigation Water Management
Irrigation Water Management
Irrigation Water Management
Irrigation Water Management
Irrigation Water Management
Irrigation Water Management
Irrigation Land Leveling
Land Smoothing
Lined Waterway or Outlet
Lined Waterway or Outlet
Lined Waterway or Outlet
Lined Waterway or Outlet
Lined Waterway or Outlet
Lined Waterway or Outlet
Lined Waterway or Outlet
Access Control
Mulching
Mulching
Mulching
Mulching
Mulching
Mulching
Tree/Shrub Site Preparation
Tree/Shrub Site Preparation
Tree/Shrub Site Preparation
Tree/Shrub Site Preparation

Tree/Shrub Site Preparation

Obstruction Removal

Obstruction Removal

Obstruction Removal

Obstruction Removal

Obstruction Removal

Obstruction Removal

Obstruction Removal

Obstruction Removal

Obstruction Removal

Forage Harvest Management

Forage Harvest Management

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Pasture and Hay Planting

Livestock Pipeline

Livestock Pipeline

Livestock Pipeline

Livestock Pipeline

Livestock Pipeline

Livestock Pipeline

Livestock Pipeline

Pond Sealing or Lining, Compacted Soil Treatment

Pond Sealing or Lining, Compacted Soil Treatment

Pond Sealing or Lining, Geomembrane or Geosynthetic Clay Liner

Pond Sealing or Lining, Geomembrane or Geosynthetic Clay Liner

Pond Sealing or Lining, Geomembrane or Geosynthetic Clay Liner

Prescribed Grazing

Prescribed Grazing

Prescribed Grazing
Prescribed Grazing
Prescribed Grazing
Prescribed Grazing
Prescribed Grazing
Prescribed Grazing
Prescribed Grazing
Prescribed Grazing
Prescribed Grazing
Pumping Plant
Pumping Plant
Pumping Plant
Pumping Plant
Pumping Plant
Pumping Plant
Pumping Plant
Pumping Plant
Pumping Plant
Pumping Plant
Pumping Plant
Pumping Plant
Pumping Plant
Pumping Plant
Pumping Plant
Pumping Plant
Pumping Plant
Range Planting
Range Planting
Range Planting
Range Planting
Range Planting
Range Planting
Range Planting
Range Planting
Range Planting
Drainage Water Management
Roof Runoff Structure
Roof Runoff Structure
Access Road
Access Road
Access Road
Access Road
Heavy Use Area Protection
Heavy Use Area Protection
Heavy Use Area Protection
Spring Development
Spring Development
Trails and Walkways
Trails and Walkways
Livestock Shelter Structure
Stream Crossing
Stream Crossing
Stream Crossing

Terrace
Terrace
Terrace
Terrace
Terrace
Terrace
Terrace
Vegetative Barrier
Herbaceous Wind Barriers
Saturated Buffer
Denitrifying Bioreactor
Subsurface Drain
Subsurface Drain
Subsurface Drain
Subsurface Drain
Subsurface Drain
Subsurface Drain
Tree/Shrub Establishment
Tree/Shrub Establishment
Tree/Shrub Establishment
Tree/Shrub Establishment
Tree/Shrub Establishment
Watering Facility
Watering Facility
Watering Facility
Watering Facility
Watering Facility
Watering Facility
Watering Facility
Watering Facility
Watering Facility
Watering Facility
Underground Outlet
Underground Outlet
Underground Outlet
Underground Outlet
Underground Outlet
Underground Outlet
Underground Outlet
Underground Outlet
Underground Outlet
Underground Outlet
Underground Outlet
Waste Treatment
Waste Treatment
Waste Separation Facility
Waste Separation Facility
Waste Separation Facility
Waste Separation Facility
Waste Separation Facility
Waste Transfer

Waste Transfer
Waste Transfer
Waste Transfer
Waste Transfer
Waste Transfer
Waste Transfer
Vegetated Treatment Area
Vegetated Treatment Area
Vegetated Treatment Area
Vegetated Treatment Area
Vegetated Treatment Area
Vegetated Treatment Area
Vegetated Treatment Area
Vegetated Treatment Area
Vegetated Treatment Area
Vegetated Treatment Area
Vegetated Treatment Area
Vegetated Treatment Area
Vegetated Treatment Area
Vegetated Treatment Area
Vegetated Treatment Area
Vegetated Treatment Area
Water and Sediment Control Basin
Water and Sediment Control Basin
Waterspreading
Water Well
Water Well
Water Well
Water Well
Water Well
Water Well
Water Well
Wetland Wildlife Habitat Management
Upland Wildlife Habitat Management
Upland Wildlife Habitat Management
Upland Wildlife Habitat Management
Shallow Water Development and Management
Shallow Water Development and Management
Early Successional Habitat Development-Mgt
Early Successional Habitat Development-Mgt
Early Successional Habitat Development-Mgt
Structures for Wildlife
Structures for Wildlife
Structures for Wildlife
Structures for Wildlife
Windbreak/Shelterbelt Renovation
Windbreak/Shelterbelt Renovation
Windbreak/Shelterbelt Renovation

Constructed Wetland
Constructed Wetland
Constructed Wetland
Constructed Wetland
Constructed Wetland
Constructed Wetland
Wetland Restoration
Wetland Restoration
Wetland Restoration
Wetland Restoration
Wetland Restoration
Wetland Restoration
Wetland Restoration
Wetland Restoration
Wetland Restoration
Wetland Creation
Wetland Creation
Wetland Creation
Wetland Enhancement
Wetland Enhancement
Wetland Enhancement
Wetland Enhancement
Wetland Enhancement
Wetland Enhancement
Forest Stand Improvement
Forest Stand Improvement
Forest Stand Improvement
Forest Stand Improvement
Energy Efficient Lighting System
Energy Efficient Lighting System
Energy Efficient Building Envelope
Energy Efficient Building Envelope
Energy Efficient Building Envelope
Energy Efficient Building Envelope
Energy Efficient Building Envelope
Soil Carbon Amendment
Soil Carbon Amendment
Soil Carbon Amendment
Soil Carbon Amendment
Soil Carbon Amendment
Soil Carbon Amendment

Scenario Number

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 9
- 10
- 11
- 13
- 14
- 3
- 5
- 6
- 7
- 8
- 38
- 78
- 276
- 1
- 2
- 3
- 4
- 5
- 6
- 24
- 25
- 26
- 1
- 3
- 31
- 1
- 11
- 12
- 83
- 45
- 45
- 46
- 46
- 47
- 47
- 48
- 48
- 49
- 49
- 50

50
54
54
64
64
65
65
9
4
44
44
56
56
57
57
1
2
3
4
68
17
17
18
18
19
19
44
44
85
26
26
27
27
28
28
69
1
1
2
1
1
2
2
2
3
3
4
4
5

5
1
1
2
2
3
3
1
2
3
1
2
1
2
3
1
7
1
2
3
4
64
68
69
70
71
185
201
217
233
249
265
281
3
1
2
3
5
6
7
1
2
3
4
5
7
8
9

10
11
12
13
14
15
1
2
3
4
5
1
2
4
5
6
7
8
12
1
2
3
4
5
7
8
9
10
11
1
5
6
13
14
16
18
31
31
32
32
33
33
1
1
2
2
1
1

2
2
3
3
25
25
26
26
1
2
3
4
5
6
2
3
4
5
1
2
3
4
2
3
4
1
2
3
4
5
6
7
8
9
10
11
12
2
2
5
5
172
173
174
175
177
178
1

2
3
3
1
2
3
1
1
2
2
3
3
1
1
2
2
3
3
4
4
5
5
4
4
27
27
33
33
1
2
1
2
3
4
5
6
7
1
1
2
3
4
5
6
1
2
3
4

6
1
2
3
4
5
6
7
8
27
2
3
3
3
4
4
5
5
6
6
7
7
8
8
9
9
12
12
13
13
14
14
15
15
1
2
4
5
6
7
8
61
84
2
3
4
1
2

3
5
6
7
8
10
30
31
39
1
2
3
4
5
7
8
9
10
11
12
13
14
1
1
2
2
3
3
5
5
1
1
37
1
2
3
4
1
2
3
1
2
2
2
1
2
3

4
5
6
1
2
3
4
1
1
3
4
1
2
2
3
4
5
6
7
9
10
11
12
268
268
270
270
271
271
272
272
274
274
297
22
22
194
195
195
198
198
199
199
200
200
201
201
1
2

3
4
5
6
7
8
9
16
10
7
11
1
2
3
4
5
2
3
4
6
7
1
2
3
4
5
6
7
8
12
4
6
7
9
10
11
57
70
71
72
3
21
1
2
3
5
6
1

2
4
5
6
7
9
1
1
2
2
3
3
4
4
5
5
6
6
7
7
8
8
1
2
1
1
2
3
5
6
7
9
3
2
4
308
1
2
1
2
3
5
6
7
8
1
3
4

1
1
2
2
3
3
1
1
2
2
3
3
4
4
5
5
1
2
3
1
1
2
2
3
3
1
2
3
8
2
5
1
2
3
5
58
71
72
73
74
75
76
77

Scenario

Embankment Storage Pond
Excavated Storage Pond
Buried Concrete Tank, Less than 14,999 c.f. of storage
Buried Concrete Tank, Between 15,000 to 110,000 c.f. of storage
Buried Concrete Tank, Greater than 110,000 c.f. of storage
Steel or Concrete Above Ground Storage Structure
Bedded Pack - Concrete Floor and Concrete Walls
Bedded Pack - Earth Floor and Wood Walls
Bedded Pack - Earth Floor and Concrete Walls
Bedded Pack - Earth Floor with Concrete Walls and Concrete Apron
Dry Stack - Concrete floor and no walls
Dry Stack - Concrete floor and concrete walls
Mechanical and Chemical, Low Infestation
Mechanical and Chemical, Heavy Infestation
Chemical, Uplands
Chemical - Riparian
Chemical, Foliar Spot Treatment
Mechanical and Chemical, Medium Infestation
Mechanical and Chemical, Severe Infestation
Mechanical, Hand tools
Chemical, Ground or Aerial Treatment
Chemical, Wetland
Mechanical
Mechanical, Tree Establishment
Chemical, Tree Establishment - Banding
Chemical, Tree Establishment - Post-emergent Herbicide
Extra Large Animal - Daily Death Loss
Small Animal - Daily Death Loss
Medium to Large Animal - Daily Death Loss
Composter, structure facility with concrete floor and walls
Composter, open lot, earth floor
Urban-Small Farm Pad + Bins
Irrigation Canal
Quonset Style High Tunnel
Gothic Style High Tunnel
Small High Tunnel, Intensive Sun
Introduced with Forgone Income
Wp_Introduced with Forgone Income
Native Species with Forgone Income
Wp_Native Species with Forgone Income
Pollinator Species with Forgone Income
Wp_Pollinator Species with Forgone Income
Introduced Species
Wp_Introduced Species
Native Species
Wp_Native Species
Pollinator Species

Wp_Pollinator Species
Monarch Species Mix
Wp_Monarch Species Mix
Wp_Basic Rotation Organic and Non-Organic
Pr_Basic Rotation Organic and Non-Organic
Wp_Irrigated to Dryland Rotation Organic and Non-Organic
Pr_Irrigated to Dryland Rotation Organic and Non-Organic
No-Till/Strip-Till
Contour Farming
Wildlife/Pollinator, Foregone Income (Organic and Non-Organic)
Wp_Wildlife/Pollinator, Foregone Income (Organic and Non-Organic)
Introduced Species, Foregone Income (Organic and Non-Organic)
Wp_Introduced Species, Foregone Income (Organic and Non-Organic)
Native Species, Foregone Income (Organic and Non-organic)
Wp_Native Species, Foregone Income (Organic and Non-organic)
Pr_Herbaceous Fuel, Small Acreage
Pr_Herbaceous Fuel - Standard
Pr_Site Preparation
Pr_Level terrain, volatile fuel (wood) <640 acres
Pr_Steep Terrain, Volatile or Woody fuels
Cover Crop - Basic (Organic and Non-organic)
Wp_Cover Crop - Basic (Organic and Non-organic)
Cover Crop - Adaptive Management
Wp_Cover Crop - Adaptive Management
Cover Crop - Multiple Species (Organic and Non-organic)
Wp_Cover Crop - Multiple Species (Organic and Non-organic)
Cover Crop Multiple Species Frost Terminated Organic and Non-Organic
Wp_Cover Crop Multiple Species Frost Terminated Organic and Non-Organic
Multi-species Cover Crop per 1000 square feet
Native or Introduced Vegetation - Normal Tillage (Organic and Non-Organic)
Wp_Native or Introduced Vegetation - Normal Tillage (Organic and Non-Organic)
Native or Introduced Vegetation - Moderate Grading (Organic and Non-Organic)
Wp_Native or Introduced Vegetation - Moderate Grading (Organic and Non-Organic)
Native or Introduced Vegetation - Heavy Grading (Organic and Non-Organic)
Wp_Native or Introduced Vegetation - Heavy Grading (Organic and Non-Organic)
Small Scale or Urban Field Permanent Cover
Earthfill
Excavated Basin
Embankment Basin
Shallow, Greater than 15 in. dia.
Wp_Shallow, Greater than 15 in. dia.
Shallow, less than 15 in. dia.
Wp_Shallow, less than 15 in. dia.
Drilled, less than 300 feet
Wp_Drilled, less than 300 feet
Drilled, between 300 and 1,000 feet
Wp_Drilled, between 300 and 1,000 feet
Drilled, greater than 1,000 feet

Wp_Drilled, greater than 1,000 feet
Basic Water Test
Wp_Basic Water Test
Specialty Water Test
Wp_Specialty Water Test
Full Spectrum Test
Wp_Full Spectrum Test
Wetland Dike
Protective dike 6 feet high or less
Protective Dike >6 feet high
Embankment Lagoon
Excavated Lagoon
Decommissioning of Concrete Waste Storage Structure
Earthen Waste Impoundment Closure
Liquid Waste Impoundment Conversion to Fresh Water Storage
Diversion
Covered Lagoon/Holding Pond
Hoop Structure Roof
Timber or Steel Sheet Roof
Flexible Membrane Cover Only
Flex Membrane w/Flare
Burial
Cattle or Horse Disposal Other Than Burial
Swine Disposal Other Than Burial
Disposal of Goats or Sheep Other Than Burial
Forced Air Incineration
National Emergency Shallow Burial of Swine or Cattle
National Emergency Composting ??? purchase carbon material and mobilize equipment
National Emergency Carcass Disposal Other Than Burial, Incineration, Landfill or Render
National Emergency Disposal At Landfill or Render
National Emergency In-House Composting
National Emergency Forced Air Incineration
National Emergency Burial
Biofilter-Traditional Horizontal
IC Engine Repower, < 50 bhp
IC Engine Repower, 50-99 bhp
IC Engine Repower, 100-199 bhp
Electric Motor in-lieu of IC Engine, < 12 HP
Electric Motor in-lieu of IC Engine, 12-74 HP
Electric Motor in-lieu of IC Engine, 75-149 HP
Ventilation - Exhaust
Ventilation - HAF
Plate Cooler-Small
Plate Cooler
Scroll Compressor
Automatic Controller System
Motor Upgrade > 100 HP
Motor Upgrade 10 - 100 HP

Motor Upgrade > 1 and < 10 HP
Motor Upgrade <= 1 HP
Heating - Radiant Systems
Heating (Building)
Heating - Attic Heat Recovery vents
Grain Dryer
Excavated Pond
Excavated Pond with Embankment
Embankment Pond, No Principal Spillway
Embankment Pond with less than 24 inch Pipe
Embankment Pond with greater than or equal to 24 inch Pipe
Hand Planted, Bare Root
Hand Planted, Potted
1 row windbreak, trees, hand planted, balled and burlap >18 inch
Trees, machine planted
Trees, machine planted, wildlife protection
Hand Planted, Bare Root, supplemental water for establishment
Hand Planted, Potted, supplemental water for establishment
Trees, machine planted, wildlife protection, supplemental water for establishment
Barbed Wire, Multi-strand
Barbed Wire, Multi-strand with Fence Markers
Barbed Wire, Multi-strand, difficult terrain
Barbed Wire, Multi-strand with fence markers, difficult terrain
Woven Wire
Electric, high tensile with energizer
Electric, high tensile with energizer and fence markers
Protective Fence
Confinement
Portable Fence
Fuel Break
Hand Fuel Break
Non Forested Fuel Break
Chipping and hauling off-site
Restoration/conservation treatment following catastrophic events
Forest Slash Treatment - Med/Heavy
Woody residue/silvicultural slash treatment- light
Wp_Field Border, Native Species, Foregone Income
Pr_Field Border, Native Species, Foregone Income
Wp_Field Border, Introduced Species, Foregone Income
Pr_Field Border, Introduced Species, Foregone Income
Wp_Field Border, Pollinator, Foregone Income
Pr_Field Border, Pollinator, Foregone Income
Native Species
Wp_Native Species
Native Species with foregone income
Wp_Native Species with foregone income
Wp_Direct Seeding (FI)
Pr_Direct Seeding (FI)

Wp_Bare-root, machine planted (FI)
Pr_Bare-root, machine planted (FI)
Wp_Small container, machine planted (FI)
Pr_Small container, machine planted (FI)
Wp_Filter Strip, Native species, Foregone Income
Pr_Filter Strip, Native species, Foregone Income
Wp_Filter Strip, Introduced species, Foregone Income
Pr_Filter Strip, Introduced species, Foregone Income
Vegetated, permanent, grass
Mowing
Constructed, Tillage
Constructed - Medium equipment, Dozer
Constructed - hand cleared
Constructed, tree clearing
Instream wood placement
Instream rock placement
Rock and wood structures
Fish Barrier
Blockage Removal
Nature-Like Fishway
CMP Culvert
Low Water Crossing
Habitat Structures
Planting Native Vegetation
Depth Management
Embankment, No PS
Embankment, Pipe <24 inch
Embankment, Pipe >=24 inch
Pipe Drop, Plastic
Pipe Drop, CMP
Concrete Box Drop
Sheet Pile Weir Drop
Gabion Rock Drop Structures
Concrete Block Chute
Modular Concrete Block Drop
Rock Chute
Tied Concrete Block Mat
Waterway, 25 to 50 ft²
Wp_Waterway, 25 to 50 ft²
Waterway with Side Dikes or Checks
Wp_Waterway with Side Dikes or Checks
Pr_High Species Diversity on Fallow or Non-Cropland, no Foregone Income
Pr_Specialized Habitat Requirements on Non-Cropland, no Foregone Income
Pr_High Species Diversity on Cropland with Foregone Income
Pr_Specialized Habitat Requirements on Cropland with Foregone Income
Pr_Low Species Diversity on Non-Cropland, no Foregone Income
Pr_Low Species Diversity on Cropland with Foregone Income
Bareroot, machine plant (FI)

Container, Machine Plant (FI)
PVC, 10-in by the foot
Wp_PVC, 10-in by the foot
Embankment Dam
Embankment Reservoir > 30 Acre-Feet
Excavated Tailwater Pit
SDI (Subsurface Drip Irrigation)
Wp_SDI (Subsurface Drip Irrigation)
Surface PE, with emitters, trees and shrubs
Wp_Surface PE, with emitters, trees and shrubs
Surface PE, with emitters, high tunnel
Wp_Surface PE, with emitters, high tunnel
Gravity to Pivot Conversion
Wp_Gravity to Pivot Conversion
Linear Move System
Wp_Linear Move System
System Renovation, Renozzle with Drops
Wp_System Renovation, Renozzle with Drops
Gravity to Pivot Conversion with VRI
Wp_Gravity to Pivot Conversion with VRI
VRI System Retrofit Zone
Wp_VRI System Retrofit Zone
IWM, Advanced Technique
Wp_IWM, Advanced Technique
IWM, Advanced Technique Incorporating Precision Irrigation
Wp_IWM, Advanced Technique Incorporating Precision Irrigation
Consultant Based IWM No Equipment
Wp_Consultant Based IWM No Equipment
Land Leveling
Field Shaping
Turf Reinforced Matting, Moderate Stress
Turf Reinforced Matting, High Stress
Rock Lined, 12 in
Rock Lined, 24 in
Concrete
Articulated Concrete Block
Splash Pad
Pr_Animal exclusion from sensitive areas (FI)
Natural Material - Straw
Erosion Control Blanket
Tree and Shrub - Squares
Tree and Shrub - Rolls
Hydro-mulching
Natural Materials - Large Area
Mechanical, Heavy
Mechanical, Medium
Windbreak, mechanical only
Windbreak, chemical and mechanical

Windbreak, chemical only
Removal and Disposal of Fence, Feedlot
Removal and Disposal of Fence, landscape
Removal and Disposal of Power Lines and Poles
Removal and Disposal of Steel and or Concrete Structures
Removal and Disposal of Wood Structures
Removal and disposal of individual landscape structures
Removal and Disposal of Brush and Trees <= 6 inch Diameter
Removal and Disposal of Brush and Trees > 6 inch Diameter
Removal and Disposal of Concrete Slab
Organic Preemptive Harvest
Per-Ann Crops - Delayed Mowing
Native Perennial Grasses, multi species
Wp_Native Perennial Grasses, multi species
Native Perennial Grasses, multi species, forgone income
Wp_Native Perennial Grasses, multi species, forgone income
Introduced Perennial Grasses-Legume
Wp_Introduced Perennial Grasses-Legume
Introduced Perennial Grasses-Legume, foregone income
Wp_Introduced Perennial Grasses-Legume, foregone income
Introduced Perennial & Native Grass Mix
Wp_Introduced Perennial & Native Grass Mix
Introduced Perennial & Native Grass Mix, foregone income
Wp_Introduced Perennial & Native Grass Mix, foregone income
Introduced Perennial Grasses with lime application
Wp_Introduced Perennial Grasses with lime application
Introduced Perennial Grasses-Legumes on irrigated cropland
Wp_Introduced Perennial Grasses-Legumes on irrigated cropland
Introduced Perennial Grasses-Legumes on irrigated cropland, forgone income
Wp_Introduced Perennial Grasses-Legumes on irrigated cropland, forgone income
Organic
Wp_Organic
Organic, forgone income
Wp_Organic, forgone income
Shallow or Above Ground Pipeline, any diameter
Standard Installation, 2 inch dia. or less (KS/NE)
Standard Installation, greater than 2 inch dia.
Backhoe, 2 inch dia. or less
Backhoe, greater than 2 inch dia.
Boring, any diameter
Rural Water Connection Equipment
Soil Dispersant - Covered
Use On-Site Material with Soil Cover
Flexible Membrane - Uncovered with liner drainage or venting
Flexible Membrane - Covered without liner drainage or venting
Flexible Membrane - Covered with liner drainage or venting
Small Ranch Unit
Range, 3-6 Pastures

Range, 7 or More Pastures
Grazing Lands, 30-73% Rest
Grazing Lands, Greater than 73% Rest
Habitat Mgt
Livestock Deferment (FI)
Cover Crop/Aftermath
Range Long Term Monitoring
Habitat Mgt. Long Term Monitoring
Livestock Deferment (FI) High Production Sites
Irrigation, Modify Pump
Irrigation, Submersible or Booster
Irrigation, Variable Frequency Drive, less than 75 hp
irrigation, Surface Water
Livestock, Manure Transfer
Livestock, w/ Pressure Tank, Low HP
Livestock, With Pressure Tank, High HP
Livestock, without Pressure Tank (HP)
Windmill-Powered Pump
Solar-Powered Pump, 0.5 hp
Solar-Powered Pump 1hp
Solar-Powered Pump, 2 hp
Livestock, Variable Frequency Drive
Native, Standard Prep
Wp_Native, Standard Prep
Native, Standard Prep (FI)
Wp_Native, Standard Prep (FI)
Native, Heavy Prep
Wp_Native, Heavy Prep
Native, Wildlife, or Pollinator (FI)
Wp_Native, Wildlife, or Pollinator (FI)
Drainage Water Management (DWM)
Roof Gutter
Urban high tunnel roof runoff trench drain and storage
New 6 inch gravel road without Geotextile, Less than 2.5 Ft.
New 6 inch gravel road with Geotextile, less than 2.5 Ft.
New 6 inch gravel road without Geotextile, 2.5 ft. or higher
New 6 inch gravel road with Geotextile, 2.5 ft. or higher
Reinforced Concrete with sand or gravel foundation
Rock/Gravel on Geotextile
Rock/Gravel
Spring, up to 50 ft Collection
Spring, > 50 ft Collection
Earthfill Walkway, 4 Ft high or less
Earthfill Walkway, Higher than 4 Ft.
Permanent Metal Wind Shelter
Bridge
Culvert installation
Low water crossing, rock armor

Low water crossing, concrete slab
Low water crossing, concrete block
Low water crossing, geocell
Shaping
Bioengineered
Rock Riprap
Gabion
Excavate & Fill
Bio-engineering
Wood structures
Stripcropping - wind and water erosion
Inlet Flashboard Riser, Metal
Inline Flashboard Riser, Metal
Commercial Inline Flashboard Riser
Culvert <30 inches HDPE
Culvert <30 inches CMP
Slide Gate - Flood Dike
Flow Meter with Mechanical Index
Flow Meter with Electronic Index & Telemetry
Rock Check
Earth Check
Buried Automatic Valve
Wp_Basic NM (Non-Organic/Organic)
Pr_Basic NM (Non-Organic/Organic)
Wp_Small Farm NM (Non-Organic/Organic)
Pr_Small Farm NM (Non-Organic/Organic)
Wp_Basic NM with Manure and/or Compost (Non-Organic/Organic)
Pr_Basic NM with Manure and/or Compost (Non-Organic/Organic)
Wp_Basic Precision NM (Non-Organic/Organic)
Pr_Basic Precision NM (Non-Organic/Organic)
Wp_Adaptive NM
Pr_Adaptive NM
Small Scale Urban Basic Nutrient Management
Wp_Basic IPM Field Crops ??? Herbicide Substitution
Pr_Basic IPM Field Crops ??? Herbicide Substitution
Pr_Plant Health PAMS (acs) Low labor only
Wp_Pest Management Precision Ag
Pr_Pest Management Precision Ag
Wp_Water Quality Pesticide Mitigation > 30 Point AND/OR Beneficial Insect Pesticide Mitigation - Small Farm
Pr_Water Quality Pesticide Mitigation > 30 Point AND/OR Beneficial Insect Pesticide Mitigation - Small Farm
Wp_Water Quality Pesticide Mitigation = 30 Point AND/OR Beneficial Insect Pesticide Mitigation - Small Farm
Pr_Water Quality Pesticide Mitigation = 30 Point AND/OR Beneficial Insect Pesticide Mitigation - Small Farm
Wp_Water Quality Pesticide Mitigation > 30 Point AND/OR Beneficial Insect Pesticide Mitigation
Pr_Water Quality Pesticide Mitigation > 30 Point AND/OR Beneficial Insect Pesticide Mitigation
Wp_Water Quality Pesticide Mitigation = 30 Point AND/OR Beneficial Insect Pesticide Mitigation
Pr_Water Quality Pesticide Mitigation = 30 Point AND/OR Beneficial Insect Pesticide Mitigation
Storage - Level or Flat Channel
Non-Storage - Broadbase

Storage - Broadbase
Broad Base, Rebuild
Non-Storage - Grass Back
Storage - Grass Back
Non-Storage - Narrow Base
Storage - Narrow Base
Narrow Base, Rebuild
Vegetative Planting
Cool Season Annual/Perennial Species
Saturated Buffer
Denitrifying Bioreactor
Corrugated Plastic Pipe (CPP), Single-Wall, <= 6 inch
Enveloped Corrugated Plastic Pipe (CPP), Single-Wall, <= 6 inch
Corrugated Plastic Pipe (CPP), Single-Wall, >= 8 inch
Corrugated Plastic Pipe (CPP), Twin-Wall, >= 8 inch
Secondary Main Retrofit for DWM
Individual tree - hand planting w/browse protection
Trees, Machine planted with tubes for animal protection
Trees, Machine planted - no tubes
Trees, Machine planted, no tubes, supplemental water for establishment
Hardwood Planting 1 gal pots
Wildlife Guzzler
Steel Tank
Rubber Tire Tank on Earth
Fiberglass Tank on Earth
Rubber Tire Tank on Concrete
Fiberglass Tank on Concrete
Steel Rim Tank - Bottomless
Steel Rim Tank - Concrete Base
Enclosed Storage Tank
4 inch - 6 inch PVC or DW Pipe, Multi-Inlet System
6 inch or smaller Single Wall PE Pipe (non-perf or perf), Multi-Inlet System
8 inch - 10 inch PVC or DW Pipe, Multi-Inlet System
12 inch - 18 inch PVC or DW Pipe, Multi-Inlet System
12 inch - 18 inch PVC or DW Pipe, Single-Inlet System
Over 18 inch PVC or DW Pipe, Single- or Multi-Inlet System
6 inch - 10 inch PVC or DW Pipe, Single-Inlet System
8 inch Single Wall PE Pipe (non-perf or perf), Multi-Inlet System
10 inch Single Wall PE Pipe (non-perf or perf), Multi-Inlet System
>=12 inch Single Wall PE Pipe (non-perf or perf), Multi-Inlet System
Milking Parlor Waste Dosing System and Organic Bed
Aerobic Circulator
Mechanical Separator
Earthen Settling Structure with picket screen outlet
Earthen settling structure with pipe outlet
Concrete Settling Structure with picket screen outlet
Concrete Sand Settling Lane
Concrete Channel

Gravity flow, less than or equal to 18 inch diameter conduit
Pressure flow, less than or equal to 6 inch diameter conduit
Pressure flow, 8 inch diameter conduit
Pressure flow, 10 inch diameter conduit
Pressure flow, 12 inch or greater diameter conduit
Agitator, Slurry Transfer
Concrete Curb, with or without flow spreaders
Wp_Concrete Curb, with or without flow spreaders
Concrete Curb with major shaping
Wp_Concrete Curb with major shaping
Gated Pipe, with or without flow spreaders
Wp_Gated Pipe, with or without flow spreaders
Gated Pipe with major shaping
Wp_Gated Pipe with major shaping
Sprinkler, Solid Set Distribution
Wp_Sprinkler, Solid Set Distribution
Sprinkler, Mobile Pods
Wp_Sprinkler, Mobile Pods
Sprinkler, Center Pivot
Wp_Sprinkler, Center Pivot
Minor Shaping
Wp_Minor Shaping
WASCOB base
WASCOB topsoil
Dikes
Well Point
Dug (Excavated) Well
Shallow Well, 100 ft. deep or less
Single PVC Casing, greater than 100 ft. deep
Single PVC Casing with pitless unit, greater than 100 ft. deep
Steel or Copper, 100 ft. or deeper
Dual Casing PVC
Management and monitoring only, foregone income (FI)
Greater Prairie Chicken Habitat Development
Wildlife Habitat Enhancement - Former Cropland (FI)
Habitat Monitoring and Management, Medium Intensity and Complexity
Shallow Water Management-Low Level
Shallow Water Management, High Level
Mowing
Disking
Chemical
Escape Ramp
Fence Markers, Vinyl Undersill
Brush Pile - Small
Brush Pile - Large
Sod Release
Removal <8 inches DBH with Skidsteer
Removal > 8 inches DBH with Dozer

Medium, 0.5 ac or less
Wp_Medium, 0.5 ac or less
Large, 0.5 to 1.0 ac.
Wp_Large, 0.5 to 1.0 ac.
Large, more than 1.0 ac.
Wp_Large, more than 1.0 ac.
Wp_Fill in dugout
Pr_Fill in dugout
Wp_Depression Sediment Removal
Pr_Depression Sediment Removal
Wp_Sediment Removal - Saturated Site
Pr_Sediment Removal - Saturated Site
Wp_Ditch plug - Lateral Restoration
Pr_Ditch plug - Lateral Restoration
Wp_Embankment - Fill Height <= 4 feet
Pr_Embankment - Fill Height <= 4 feet
Wetland Creation, Excavation
Excavation at Saturated Site
Excavation and Embankment
Excavation
Wp_Excavation
Excavation on Saturated Site
Wp_Excavation on Saturated Site
Depression Sediment Removal and Ditch Plug
Wp_Depression Sediment Removal and Ditch Plug
Pre-commercial Thinning , Hand tools
Timber Stand Improvement, Single Stem Treatment
Timber Stand Improvement, Chemical, Ground
Thinning for Wildlife and Forest Health
Lighting - LED
Automatic Controller System
Building Envelope - Attic Insulation
Building Envelope - Wall Insulation
Building Envelope - Sealant
Greenhouse - Insulate Unglazed Walls
Building Envelope - Greenhouse Screens
100% Biochar
Composting Facility Adoption
Compost, Small Scale, Intensive
Carbon By-Product - Imported
Compost - Low Rate - Imported
Compost - Moderate Rate - Imported
Compost and Biochar Mix

Scenario Unit	Total Cost per Unit	EQIP Payment Per Unit	EQIP Share Rate
Cubic Feet	\$0.09	\$0.05	55%
Cubic Feet	\$0.16	\$0.08	50%
Cubic Feet	\$4.18	\$2.09	50%
Cubic Feet	\$2.78	\$1.39	50%
Cubic Feet	\$2.65	\$1.32	50%
Cubic Feet	\$3.89	\$1.94	50%
Square Feet	\$13.23	\$6.61	50%
Square Feet	\$3.69	\$1.84	50%
Square Feet	\$5.99	\$3.00	50%
Square Feet	\$8.26	\$4.13	50%
Square Feet	\$8.25	\$4.12	50%
Square Feet	\$11.24	\$5.62	50%
Acres	\$57.75	\$43.31	75%
Acres	\$387.51	\$290.63	75%
Acres	\$26.13	\$15.68	60%
Acres	\$158.69	\$87.28	55%
Acres	\$36.10	\$21.66	60%
Acres	\$147.57	\$110.68	75%
Acres	\$601.53	\$451.15	75%
Acres	\$67.53	\$10.13	15%
Acres	\$20.73	\$15.55	75%
Acres	\$26.62	\$19.96	75%
Acres	\$16.98	\$12.74	75%
Acres	\$210.20	\$157.65	75%
Acres	\$42.27	\$31.70	75%
Acres	\$38.97	\$29.22	75%
Pounds per Day	\$355.39	\$177.70	50%
Pounds per Day	\$209.42	\$104.71	50%
Pounds per Day	\$177.39	\$88.69	50%
Square Feet	\$18.21	\$9.11	50%
Square Feet	\$0.42	\$0.21	50%
Square Feet	\$67.32	\$50.49	75%
Cubic Yards	\$2.45	\$1.23	50%
Square Feet	\$4.23	\$3.17	75%
Square Feet	\$4.99	\$3.75	75%
Square Feet	\$8.36	\$6.27	75%
Acres	\$372.96	\$267.14	70%
Acres	\$372.96	\$267.14	70%
Acres	\$447.51	\$335.63	75%
Acres	\$447.51	\$335.63	75%
Acres	\$729.37	\$604.99	85%
Acres	\$729.37	\$604.99	85%
Acres	\$168.98	\$92.94	55%
Acres	\$168.98	\$92.94	55%
Acres	\$215.65	\$140.17	65%
Acres	\$215.65	\$140.17	65%
Acres	\$664.11	\$265.64	40%

Acres	\$664.11	\$265.64	40%
Acres	\$822.83	\$370.28	45%
Acres	\$822.83	\$370.28	45%
Acres	\$13.13	\$11.82	90%
Acres	\$13.13	\$11.82	90%
Acres	\$215.35	\$213.71	100%
Acres	\$215.35	\$213.71	100%
Acres	\$22.29	\$11.14	50%
Acres	\$9.94	\$4.97	50%
Acres	\$361.39	\$323.24	90%
Acres	\$361.39	\$346.13	95%
Acres	\$324.10	\$243.38	75%
Acres	\$324.10	\$243.38	75%
Acres	\$361.39	\$254.57	70%
Acres	\$361.39	\$254.57	70%
Acres	\$25.17	\$22.65	90%
Acres	\$9.21	\$8.29	90%
Acres	\$53.52	\$48.17	90%
Acres	\$9.04	\$8.14	90%
Acres	\$20.31	\$18.28	90%
Acres	\$69.27	\$24.24	35%
Acres	\$69.27	\$24.24	35%
Each	\$2,573.76	\$1,801.63	70%
Each	\$2,573.76	\$2,316.38	90%
Acres	\$84.81	\$33.92	40%
Acres	\$84.81	\$33.92	40%
Acres	\$69.45	\$20.83	30%
Acres	\$69.45	\$20.83	30%
1,000 Square Foot	\$55.26	\$41.45	75%
Acres	\$308.20	\$231.15	75%
Acres	\$308.20	\$231.15	75%
Acres	\$633.03	\$474.77	75%
Acres	\$633.03	\$474.77	75%
Acres	\$1,005.95	\$754.46	75%
Acres	\$1,005.95	\$754.46	75%
1,000 Square Foot	\$15.72	\$11.79	75%
Cubic Yards	\$3.98	\$1.99	50%
Cubic Yards	\$4.76	\$2.38	50%
Cubic Yards	\$3.97	\$1.98	50%
Feet	\$35.68	\$26.76	75%
Feet	\$35.68	\$26.76	75%
Feet	\$7.77	\$3.88	50%
Feet	\$7.77	\$3.88	50%
Feet	\$22.32	\$11.16	50%
Feet	\$22.32	\$11.16	50%
Feet	\$20.37	\$10.19	50%
Feet	\$20.37	\$10.19	50%
Feet	\$11.76	\$5.88	50%

Feet	\$11.76	\$5.88	50%
Each	\$64.26	\$32.13	50%
Each	\$64.26	\$32.13	50%
Each	\$251.81	\$125.91	50%
Each	\$251.81	\$125.91	50%
Each	\$354.70	\$177.35	50%
Each	\$354.70	\$177.35	50%
Cubic Yards	\$5.39	\$4.04	75%
Feet	\$33.59	\$16.79	50%
Feet	\$49.81	\$24.90	50%
Cubic Feet	\$0.11	\$0.05	45%
Cubic Feet	\$0.14	\$0.07	50%
Cubic Feet	\$0.21	\$0.10	50%
Cubic Feet	\$0.10	\$0.05	50%
Cubic Feet	\$0.04	\$0.02	50%
Cubic Yards	\$4.27	\$2.13	50%
Animal Unit	\$375.70	\$93.92	25%
Square Feet	\$10.68	\$5.34	50%
Square Feet	\$19.92	\$9.96	50%
Square Feet	\$1.10	\$0.55	50%
Square Feet	\$8.23	\$4.11	50%
Animal Unit	\$104.13	\$78.10	75%
Each	\$405.17	\$303.88	75%
Each	\$157.65	\$118.24	75%
Each	\$127.85	\$95.89	75%
Animal Unit	\$288.52	\$216.39	75%
Animal Unit	\$161.06	\$120.79	75%
Animal Unit	\$441.03	\$330.77	75%
Animal Unit	\$308.61	\$231.46	75%
Pound	\$0.07	\$0.05	70%
Animal Unit	\$101.91	\$76.43	75%
Animal Unit	\$288.52	\$216.39	75%
Animal Unit	\$104.13	\$78.10	75%
Cubic Yards	\$58.48	\$29.24	50%
Each	\$2,947.11	\$1,473.56	50%
Each	\$15,224.08	\$7,612.04	50%
Each	\$20,989.35	\$10,494.68	50%
Each	\$1,216.84	\$679.08	55%
Each	\$4,776.33	\$2,388.16	50%
Each	\$8,173.07	\$4,086.54	50%
Each	\$1,666.95	\$833.47	50%
Each	\$241.55	\$120.78	50%
Each	\$5,018.69	\$2,509.35	50%
Each	\$34,450.57	\$8,612.64	25%
Horsepower	\$588.68	\$294.34	50%
Each	\$2,013.57	\$1,006.78	50%
Horsepower	\$97.81	\$48.91	50%
Horsepower	\$92.70	\$46.35	50%

Horsepower	\$165.29	\$82.65	50%
Horsepower	\$618.32	\$309.16	50%
Each	\$1,637.79	\$818.89	50%
1,000 BTU/Hour	\$17.27	\$8.64	50%
Each	\$206.84	\$103.42	50%
Bushel per Hour	\$203.11	\$101.56	50%
Cubic Yards	\$2.78	\$1.39	50%
Cubic Yards	\$3.50	\$1.75	50%
Cubic Yards	\$5.76	\$2.88	50%
Cubic Yards	\$7.08	\$3.54	50%
Cubic Yards	\$6.11	\$3.06	50%
Each	\$2.41	\$1.81	75%
Each	\$8.20	\$6.15	75%
Feet	\$1.02	\$0.77	75%
Feet	\$0.33	\$0.25	75%
Feet	\$0.90	\$0.67	75%
Each	\$8.66	\$5.19	60%
Each	\$14.45	\$8.67	60%
Feet	\$1.43	\$1.07	75%
Feet	\$2.54	\$1.90	75%
Feet	\$2.71	\$2.03	75%
Feet	\$3.03	\$2.27	75%
Feet	\$3.15	\$2.36	75%
Feet	\$2.45	\$1.84	75%
Feet	\$1.25	\$0.94	75%
Feet	\$1.44	\$1.08	75%
Feet	\$2.27	\$1.70	75%
Feet	\$5.82	\$4.36	75%
Feet	\$0.30	\$0.23	75%
Acres	\$1,776.56	\$888.28	50%
Acres	\$2,288.55	\$1,144.27	50%
Acres	\$346.50	\$173.25	50%
Acres	\$318.26	\$238.70	75%
Acres	\$840.76	\$630.57	75%
Acres	\$222.49	\$166.87	75%
Acres	\$193.92	\$145.44	75%
Acres	\$403.15	\$386.02	95%
Acres	\$403.15	\$386.02	95%
Acres	\$324.64	\$315.36	95%
Acres	\$324.64	\$315.36	95%
Acres	\$685.01	\$639.69	95%
Acres	\$685.01	\$639.69	95%
Acres	\$158.78	\$119.09	75%
Acres	\$158.78	\$119.09	75%
Acres	\$202.04	\$162.35	80%
Acres	\$202.04	\$162.35	80%
Acres	\$1,090.51	\$1,009.33	95%
Acres	\$1,090.51	\$1,009.33	95%

Acres	\$1,664.67	\$1,526.37	90%
Acres	\$1,664.67	\$1,526.37	90%
Acres	\$2,671.03	\$2,432.09	90%
Acres	\$2,671.03	\$2,432.09	90%
Acres	\$481.27	\$456.33	95%
Acres	\$481.27	\$456.33	95%
Acres	\$413.63	\$395.46	95%
Acres	\$413.63	\$395.46	95%
Feet	\$0.11	\$0.05	45%
100 Foot	\$4.46	\$2.23	50%
Feet	\$0.12	\$0.06	50%
Feet	\$0.66	\$0.33	50%
Feet	\$0.70	\$0.35	50%
Feet	\$0.87	\$0.43	50%
Acres	\$18,309.08	\$9,154.54	50%
Acres	\$15,804.20	\$7,902.10	50%
Acres	\$32,873.55	\$16,436.77	50%
Cubic Yards	\$7,540.27	\$3,770.13	50%
Cubic Yards	\$29.50	\$14.75	50%
Acres	\$37,292.29	\$18,646.15	50%
Each	\$8,594.07	\$4,297.03	50%
Cubic Yards	\$191.45	\$95.73	50%
Acres	\$1,170.54	\$585.27	50%
Acres	\$988.43	\$494.22	50%
Acres	\$6,838.46	\$3,419.23	50%
Cubic Yards	\$5.76	\$2.88	50%
Cubic Yards	\$7.08	\$3.54	50%
Cubic Yards	\$6.12	\$3.06	50%
Square Feet	\$64.62	\$32.31	50%
Square Feet	\$23.29	\$11.64	50%
Cubic Yards	\$1,106.49	\$553.25	50%
Square Feet	\$67.31	\$33.65	50%
Cubic Yards	\$162.43	\$81.22	50%
Square Feet	\$8.18	\$4.09	50%
Cubic Yards	\$236.96	\$118.48	50%
Cubic Yards	\$114.86	\$57.43	50%
Square Feet	\$9.35	\$4.68	50%
Acres	\$5,684.74	\$2,842.37	50%
Acres	\$5,684.74	\$2,842.37	50%
Acres	\$7,513.90	\$3,756.95	50%
Acres	\$7,513.90	\$3,756.95	50%
Acres	\$484.31	\$435.88	90%
Acres	\$995.10	\$895.59	90%
Acres	\$758.59	\$703.61	95%
Acres	\$1,233.98	\$1,131.46	90%
Acres	\$259.86	\$233.88	90%
Acres	\$516.44	\$485.68	95%
Feet	\$1.00	\$0.55	55%

Feet	\$1.15	\$0.63	55%
Feet	\$14.19	\$4.97	35%
Feet	\$14.19	\$4.97	35%
Cubic Yards	\$5.88	\$2.94	50%
Cubic Yards	\$4.81	\$2.41	50%
Cubic Yards	\$2.39	\$1.20	50%
Acres	\$2,250.50	\$787.67	35%
Acres	\$2,250.50	\$1,125.25	50%
Each	\$3.74	\$1.12	30%
Each	\$3.74	\$3.37	90%
Square Feet	\$0.79	\$0.24	30%
Square Feet	\$0.79	\$0.72	90%
Feet	\$67.53	\$20.26	30%
Feet	\$67.53	\$27.01	40%
Feet	\$120.39	\$36.12	30%
Feet	\$120.39	\$54.18	45%
Each	\$36.20	\$14.48	40%
Each	\$36.20	\$18.10	50%
Feet	\$109.21	\$32.76	30%
Feet	\$109.21	\$60.06	55%
Feet	\$44.28	\$17.71	40%
Feet	\$44.28	\$22.14	50%
Each	\$2,916.07	\$1,166.43	40%
Each	\$2,916.07	\$1,895.45	65%
Each	\$4,844.81	\$1,937.92	40%
Each	\$4,844.81	\$3,149.13	65%
Each	\$700.28	\$350.14	50%
Each	\$700.28	\$525.21	75%
Cubic Yards	\$3.59	\$1.79	50%
Feet	\$0.47	\$0.23	50%
Square Feet	\$2.61	\$1.30	50%
Square Feet	\$2.27	\$1.14	50%
Square Feet	\$5.11	\$2.56	50%
Square Feet	\$11.42	\$5.71	50%
Square Feet	\$7.49	\$3.75	50%
Square Feet	\$10.71	\$5.36	50%
Square Feet	\$8.93	\$4.46	50%
Acres	\$43.64	\$43.39	100%
Acres	\$378.10	\$283.57	75%
Square Feet	\$0.24	\$0.18	75%
Each	\$1.28	\$0.96	75%
Feet	\$0.73	\$0.55	75%
Acres	\$855.91	\$427.95	50%
Acres	\$278.60	\$139.30	50%
Acres	\$300.17	\$165.10	55%
Acres	\$338.76	\$169.38	50%
Acres	\$102.19	\$51.09	50%
Acres	\$307.30	\$230.48	75%

Acres	\$73.31	\$36.65	50%
Feet	\$4.07	\$2.03	50%
Feet	\$1.27	\$0.64	50%
Feet	\$3.46	\$1.73	50%
Square Feet	\$13.33	\$6.67	50%
Square Feet	\$6.96	\$3.48	50%
Square Feet	\$6.38	\$3.19	50%
Acres	\$1,116.09	\$558.04	50%
Acres	\$2,297.83	\$1,148.92	50%
Square Feet	\$0.80	\$0.40	50%
Acres	\$4.57	\$2.29	50%
Acres	\$4.57	\$2.29	50%
Acres	\$148.59	\$89.16	60%
Acres	\$148.59	\$89.16	60%
Acres	\$268.55	\$164.27	60%
Acres	\$268.55	\$164.27	60%
Acres	\$68.18	\$51.14	75%
Acres	\$68.18	\$51.14	75%
Acres	\$188.14	\$124.06	65%
Acres	\$188.14	\$124.06	65%
Acres	\$78.83	\$39.41	50%
Acres	\$78.83	\$39.41	50%
Acres	\$243.98	\$151.98	60%
Acres	\$243.98	\$151.98	60%
Acres	\$133.35	\$66.68	50%
Acres	\$133.35	\$66.68	50%
Acres	\$102.73	\$51.37	50%
Acres	\$102.73	\$51.37	50%
Acres	\$189.25	\$137.88	75%
Acres	\$189.25	\$137.88	75%
Acres	\$114.51	\$57.25	50%
Acres	\$114.51	\$57.25	50%
Acres	\$234.47	\$147.23	65%
Acres	\$234.47	\$147.23	65%
Feet	\$2.93	\$1.46	50%
Feet	\$2.95	\$1.62	55%
Feet	\$4.51	\$2.25	50%
Feet	\$4.86	\$2.43	50%
Feet	\$6.70	\$3.35	50%
Feet	\$73.85	\$36.93	50%
Each	\$3,928.79	\$2,946.59	75%
Cubic Yards	\$7.71	\$4.24	55%
Cubic Yards	\$6.89	\$2.41	35%
Square Yard	\$14.97	\$7.49	50%
Square Yard	\$9.96	\$4.98	50%
Square Yard	\$16.58	\$8.29	50%
Acres	\$30.55	\$15.27	50%
Acres	\$6.85	\$3.43	50%

Acres	\$9.20	\$4.60	50%
Acres	\$10.56	\$5.28	50%
Acres	\$14.38	\$7.19	50%
Acres	\$16.93	\$8.46	50%
Acres	\$43.64	\$30.04	70%
Acres	\$7.80	\$3.90	50%
Acres	\$21.69	\$16.27	75%
Acres	\$31.00	\$23.25	75%
Acres	\$56.62	\$55.98	100%
Each	\$23,197.57	\$11,598.78	50%
Each	\$10,284.52	\$5,142.26	50%
Each	\$6,321.12	\$4,740.84	75%
Each	\$15,144.60	\$7,572.30	50%
Each	\$22,875.14	\$11,437.57	50%
Each	\$4,876.69	\$2,438.35	50%
Horsepower	\$2,220.16	\$1,110.08	50%
Horsepower	\$2,044.07	\$1,022.04	50%
Each	\$7,744.43	\$3,872.21	50%
Each	\$5,767.90	\$4,325.93	75%
Each	\$7,273.64	\$5,455.23	75%
Each	\$10,154.46	\$7,615.84	75%
Each	\$5,630.78	\$4,223.08	75%
Acres	\$148.59	\$89.16	60%
Acres	\$148.59	\$89.16	60%
Acres	\$191.85	\$154.70	80%
Acres	\$191.85	\$154.70	80%
Acres	\$165.69	\$99.41	60%
Acres	\$165.69	\$99.41	60%
Acres	\$266.36	\$210.58	80%
Acres	\$266.36	\$210.58	80%
Each	\$117.09	\$58.54	50%
Feet	\$5.50	\$2.75	50%
Linear Feet	\$45.37	\$34.03	75%
Feet	\$13.89	\$6.94	50%
Feet	\$16.73	\$8.36	50%
Feet	\$21.36	\$10.68	50%
Feet	\$24.58	\$12.29	50%
Cubic Yards	\$453.74	\$226.87	50%
Cubic Yards	\$46.56	\$23.28	50%
Cubic Yards	\$25.30	\$12.65	50%
Each	\$3,249.44	\$1,624.72	50%
Each	\$5,197.98	\$2,598.99	50%
Feet	\$11.11	\$5.55	50%
Feet	\$24.42	\$12.21	50%
Feet	\$110.76	\$83.07	75%
Square Feet	\$58.80	\$29.40	50%
Diameter Inch Foot	\$3.37	\$1.68	50%
Square Feet	\$6.36	\$3.18	50%

Square Feet	\$10.73	\$5.37	50%
Square Feet	\$11.38	\$5.69	50%
Square Feet	\$5.57	\$2.79	50%
Feet	\$8.62	\$4.31	50%
Feet	\$28.84	\$14.42	50%
Cubic Yards	\$118.86	\$59.43	50%
Feet	\$470.21	\$235.10	50%
Cubic Yards	\$2.14	\$1.07	50%
Square Feet	\$3.84	\$1.92	50%
Each	\$3,867.54	\$1,933.77	50%
Acres	\$1.90	\$0.95	50%
Diameter Inch Foot	\$3.10	\$1.55	50%
Diameter Inch Foot	\$3.59	\$1.80	50%
Diameter Inch Foot	\$4.04	\$2.02	50%
Diameter Inch Foot	\$5.11	\$2.55	50%
Diameter Inch Foot	\$5.67	\$2.83	50%
Feet	\$60.32	\$30.16	50%
Inch	\$157.98	\$118.49	75%
Inch	\$457.95	\$343.46	75%
Each	\$1,362.96	\$681.48	50%
Each	\$841.61	\$420.80	50%
Each	\$900.43	\$450.21	50%
Acres	\$9.17	\$8.25	90%
Acres	\$9.17	\$8.25	90%
Each	\$302.10	\$271.89	90%
Each	\$302.10	\$271.89	90%
Acres	\$19.41	\$17.46	90%
Acres	\$19.41	\$17.46	90%
Acres	\$56.57	\$50.92	90%
Acres	\$56.57	\$50.92	90%
Each	\$2,734.32	\$2,460.88	90%
Each	\$2,734.32	\$2,460.88	90%
1,000 Square Foot	\$69.07	\$51.80	75%
Acres	\$34.80	\$31.32	90%
Acres	\$34.80	\$31.32	90%
Acres	\$14.74	\$10.32	70%
Acres	\$61.39	\$55.25	90%
Acres	\$61.39	\$55.25	90%
Each	\$1,885.31	\$1,696.78	90%
Each	\$1,885.31	\$1,696.78	90%
Each	\$1,137.56	\$1,023.80	90%
Each	\$1,137.56	\$1,023.80	90%
Acres	\$66.83	\$60.14	90%
Acres	\$66.83	\$60.14	90%
Acres	\$38.33	\$34.50	90%
Acres	\$38.33	\$34.50	90%
Feet	\$2.04	\$1.12	55%
Feet	\$2.00	\$0.90	45%

Feet	\$3.93	\$1.77	45%
Feet	\$1.96	\$0.98	50%
Feet	\$3.19	\$1.44	45%
Feet	\$4.33	\$1.95	45%
Feet	\$3.50	\$1.57	45%
Feet	\$3.77	\$1.69	45%
Feet	\$1.51	\$0.76	50%
Feet	\$1.10	\$0.83	75%
Linear Feet	\$0.10	\$0.07	70%
Feet	\$7.85	\$5.89	75%
Cubic Yards	\$72.61	\$54.46	75%
Feet	\$3.49	\$1.75	50%
Feet	\$4.65	\$2.32	50%
Feet	\$5.83	\$2.91	50%
Feet	\$13.63	\$6.82	50%
Feet	\$7.92	\$3.96	50%
Each	\$6.23	\$4.67	75%
Each	\$10.27	\$7.71	75%
Each	\$3.25	\$2.44	75%
Each	\$8.16	\$6.12	75%
Acres	\$1,349.71	\$1,012.28	75%
Each	\$1,037.63	\$518.81	50%
Gallons	\$1.98	\$0.59	30%
Gallons	\$1.90	\$1.04	55%
Gallons	\$2.14	\$0.64	30%
Gallons	\$2.37	\$1.18	50%
Gallons	\$2.61	\$1.05	40%
Gallons	\$0.44	\$0.26	60%
Gallons	\$1.87	\$1.03	55%
Gallons	\$1.85	\$0.92	50%
Feet	\$7.89	\$3.95	50%
Feet	\$5.07	\$2.53	50%
Feet	\$17.97	\$8.98	50%
Feet	\$26.31	\$13.16	50%
Feet	\$35.24	\$17.62	50%
Feet	\$44.99	\$22.50	50%
Feet	\$22.57	\$11.28	50%
Linear Feet	\$6.69	\$5.02	75%
Linear Feet	\$9.57	\$7.18	75%
Linear Feet	\$12.93	\$9.70	75%
Gallons per Day	\$61.46	\$30.73	50%
Animal Unit	\$119.18	\$59.59	50%
Each	\$56,783.48	\$28,391.74	50%
Cubic Feet	\$0.37	\$0.18	50%
Cubic Feet	\$0.24	\$0.12	50%
Cubic Feet	\$3.70	\$1.85	50%
Square Feet	\$10.12	\$5.06	50%
Square Feet	\$14.98	\$7.49	50%

Feet	\$30.81	\$15.40	50%
Feet	\$15.34	\$7.67	50%
Feet	\$22.20	\$11.10	50%
Feet	\$31.71	\$15.85	50%
Feet	\$46.56	\$23.28	50%
Each	\$30,262.19	\$15,131.09	50%
Acres	\$4,512.76	\$2,256.38	50%
Acres	\$4,512.76	\$2,256.38	50%
Acres	\$13,749.58	\$6,874.79	50%
Acres	\$13,749.58	\$6,874.79	50%
Acres	\$2,450.38	\$1,225.19	50%
Acres	\$2,450.38	\$1,225.19	50%
Acres	\$13,320.18	\$6,660.09	50%
Acres	\$13,320.18	\$6,660.09	50%
Acres	\$6,493.45	\$3,246.73	50%
Acres	\$6,493.45	\$3,246.73	50%
Acres	\$3,795.51	\$1,897.76	50%
Acres	\$3,795.51	\$1,897.76	50%
Acres	\$3,816.96	\$1,908.48	50%
Acres	\$3,816.96	\$1,908.48	50%
Acres	\$1,453.01	\$726.51	50%
Acres	\$1,453.01	\$726.51	50%
Cubic Yards	\$4.66	\$2.10	45%
Cubic Yards	\$5.00	\$2.50	50%
Acres	\$2,251.82	\$1,125.91	50%
Feet	\$121.35	\$60.67	50%
Feet	\$521.10	\$260.55	50%
Feet	\$70.24	\$21.07	30%
Feet	\$52.48	\$13.12	25%
Feet	\$54.51	\$21.80	40%
Feet	\$68.58	\$34.29	50%
Feet	\$62.31	\$31.15	50%
Acres	\$210.12	\$205.85	100%
Acres	\$10.87	\$8.15	75%
Acres	\$194.59	\$194.37	100%
Acres	\$13.88	\$10.41	75%
Acres	\$151.79	\$75.89	50%
Acres	\$323.46	\$161.73	50%
Acres	\$15.04	\$7.52	50%
Acres	\$25.64	\$12.82	50%
Acres	\$21.67	\$10.84	50%
Each	\$88.76	\$44.38	50%
Feet	\$0.19	\$0.09	45%
Each	\$46.06	\$23.03	50%
Each	\$176.01	\$88.00	50%
Feet	\$0.13	\$0.10	75%
Feet	\$1.22	\$0.61	50%
Feet	\$3.03	\$1.52	50%

Acres	\$14,553.24	\$7,276.62	50%
Acres	\$14,553.24	\$7,276.62	50%
Acres	\$10,190.95	\$5,095.48	50%
Acres	\$10,190.95	\$5,095.48	50%
Acres	\$7,881.17	\$3,940.58	50%
Acres	\$7,881.17	\$3,940.58	50%
Cubic Yards	\$4.28	\$3.85	90%
Cubic Yards	\$4.28	\$3.85	90%
Cubic Yards	\$4.03	\$3.63	90%
Cubic Yards	\$4.03	\$3.63	90%
Cubic Yards	\$4.87	\$4.38	90%
Cubic Yards	\$4.87	\$4.38	90%
Cubic Yards	\$9.25	\$8.32	90%
Cubic Yards	\$9.25	\$8.32	90%
Cubic Yards	\$7.04	\$6.34	90%
Cubic Yards	\$7.04	\$6.34	90%
Cubic Yards	\$2.65	\$1.99	75%
Cubic Yards	\$4.87	\$3.65	75%
Cubic Yards	\$4.72	\$3.54	75%
Cubic Yards	\$2.46	\$1.84	75%
Cubic Yards	\$2.46	\$1.84	75%
Cubic Yards	\$4.68	\$3.51	75%
Cubic Yards	\$4.68	\$3.51	75%
Cubic Yards	\$2.52	\$1.89	75%
Cubic Yards	\$2.52	\$1.89	75%
Acres	\$333.39	\$166.70	50%
Acres	\$379.36	\$189.68	50%
Acres	\$48.17	\$24.08	50%
Acres	\$1,129.38	\$564.69	50%
Each	\$12.94	\$6.47	50%
Each	\$499.92	\$249.96	50%
Square Feet	\$0.76	\$0.38	50%
Square Feet	\$1.85	\$0.92	50%
Feet	\$1.71	\$0.85	50%
Square Feet	\$0.36	\$0.18	50%
Square Feet	\$2.34	\$1.17	50%
Acres	\$1,066.91	\$800.18	75%
Acres	\$31.42	\$23.56	75%
1,000 Square Foot	\$41.80	\$31.35	75%
Acres	\$219.66	\$164.74	75%
Acres	\$106.91	\$80.19	75%
Acres	\$313.85	\$235.39	75%
Acres	\$415.88	\$311.91	75%







Invoice



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

January 13, 2022
Invoice No: 409588

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

Invoice Total \$63,244.43

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

Professional services rendered December 5, 2021 through January 1, 2022 for work completed in accordance with agreement.

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

Labor

	Hours	Amount	
Principal	7.00	1,578.08	
Totals	7.00	1,578.08	
Total Labor			1,578.08

Billing Limits

	Current	Prior	To-Date	
Total Billings	1,578.08	901.76	2,479.84	
Limit			62,400.00	
Balance Remaining			59,920.16	
		Total this Phase		\$1,578.08

Phase 110 Geotechnical Engineering

Labor

	Hours	Amount	
Team Leader	84.50	11,906.05	
Senior Driller	150.25	10,244.05	
Associate Driller	104.50	5,867.57	
Assistant Driller	61.75	3,161.54	
Project Professional	20.50	2,523.55	
Administrative/Clerical	.25	18.13	
Totals	421.75	33,720.89	
Total Labor			33,720.89

Reimbursable Expenses

Meals		32.81	
Supplies		54.21	
Total Reimbursables		87.02	87.02

Unit Billing

Field Vehicle 1147	272.0 Miles @ 0.75	204.00		
Field Vehicle 1358	743.0 Miles @ 0.75	557.25		
Field Vehicle 1193	425.0 Miles @ 0.75	318.75		
Field Vehicle 1315	72.0 Miles @ 1.25	90.00		
Field Vehicle 1429	38.0 Miles @ 0.75	28.50		
Explor Drill Flight Augers 0-25	475.0 Feet @ 5.35	2,541.25		
Shelby Tube Sampling 26-50	21.0 Samples @ 6.56	137.76		
Standard Penetration Test 0-25	70.0 Tests @ 5.00	350.00		
Field Vehicle 1342	24.1 Miles @ 0.75	18.08		
Cone Penetration Test	3,240.5 Feet @ 4.00	12,962.00		
Explor Drill Flight Augers 26-50	155.0 Feet @ 4.80	744.00		
Explor Drill HSA 0-25	125.0 Feet @ 5.35	668.75		
Explor Drill HSA 26-50	115.0 Feet @ 6.05	695.75		
Explor Drill HSA 51-75	10.0 Feet @ 4.70	47.00		
Standard Penetration Test 51-75	2.0 Tests @ 4.91	9.82		
Field Vehicle 1386	162.0 Miles @ 0.75	121.50		
Shelby Tube Sampling 0-25	79.0 Samples @ 9.64	761.56		
Standard Penetration Test 26-50	34.0 Tests @ 5.20	176.80		
Drilling Misc				
4 Cone Penetration Test Setup	400.0 Items @ 1.00	400.00		
4 Cone Penetration Test Setup	400.0 Items @ 1.00	400.00		
Total Units		21,232.77		21,232.77

Billing Limits	Current	Prior	To-Date	
Total Billings	55,040.68	8,441.28	63,481.96	
Limit			607,460.00	
Balance Remaining			543,978.04	
		Total this Phase		\$55,040.68

Phase	120	Dam Design		
Labor				
		Hours	Amount	
Assistant Professional		54.00	5,532.94	
CAD Operator		5.50	288.48	
Totals		59.50	5,821.42	
Total Labor				5,821.42

Billing Limits	Current	Prior	To-Date	
Total Billings	5,821.42	1,724.96	7,546.38	
Limit			436,278.00	
Balance Remaining			428,731.62	
		Total this Phase		\$5,821.42

Phase	130	Permitting		
-------	-----	------------	--	--

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Labor

	Hours	Amount	
Assistant Professional	7.50	699.68	
CAD Operator	1.50	104.57	
Totals	9.00	804.25	
Total Labor			804.25

Billing Limits

	Current	Prior	To-Date	
Total Billings	804.25	955.21	1,759.46	
Limit			251,140.00	
Balance Remaining			249,380.54	
		Total this Phase		\$804.25

AMOUNT DUE THIS INVOICE \$63,244.43

Outstanding Invoices

Number	Date	Balance
406334	12/13/2021	7,941.87
Total		7,941.87

Email invoice to tmountford@lpnrd.org

Authorized By: Andrew Phillips

Progress Report for Wahoo Creek Watershed Dams Sites



Lower Platte North NRD

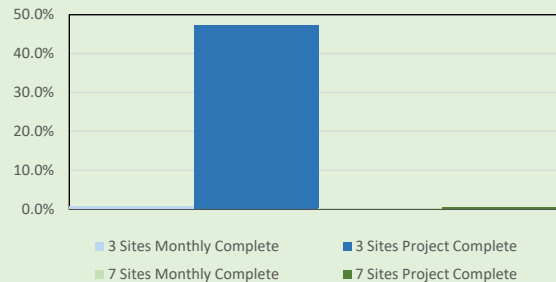
For Work Completed During The Month Of : **December, 2021**
(through 1/1/22)

Project # 018-3423 Dam Site 26A, 26B, &27 Project Phase	Phase Budget	Billings for Month		Project Total Billings to Date	
		Current Earned/Billings	% Completed This Month	JTD Earned/Billings	% Completed Overall
010 - Project Management/Meetings	\$ 21,840		0.0%	\$ 6,654.79	30.5%
020 - Geotechnical Engineering	\$ 222,485		0.0%	\$ 204,239.50	91.8%
030 - Dam Design	\$ 173,160		0.0%	\$ 44,845.67	25.9%
040 - Permitting	\$ 79,960		0.0%	\$ 9,093.44	11.4%
050 - Survey and Legal Descriptions	\$ 10,780		0.0%	\$ 11,360.33	105.4%
060 - Community/Public Participation	\$ -			\$ -	
070 - Construction Services	\$ 75,600			\$ -	
				\$ -	
3 Sites Totals	\$ 583,825	\$ -	0.0%	\$ 276,193.73	47.3%

Project # A18-3423 (separate invoice) Sites 55, 66, 77, 82, 84, 85, &86 Project Phase	Phase Totals	Billings for Month		Project Total Billings to Date	
		Current Earned/Billings	% Completed This Month	JTD Earned/Billings	% Completed Overall
100 - Project Management/Meetings	\$ 62,400	\$ 1,578.08	2.5%	\$ 2,479.84	4.0%
110 - Geotechnical Engineering	\$ 607,460	\$ 55,040.68	9.1%	\$ 63,481.96	10.5%
120 - Dam Design	\$ 436,278	\$ 5,821.42	1.3%	\$ 7,546.38	1.7%
130 - Permitting	\$ 251,140	\$ 804.25	0.3%	\$ 1,759.46	0.7%
140 - Survey and Legal Descriptions	\$ 28,875		0.0%	\$ -	0.0%
150 - Community/Public Participation	\$ 30,000		0.0%	\$ 429.02	1.4%
160 - Other	\$ -			\$ -	
7 Sites Totals	\$ 1,416,153	\$ 63,244.43	4.5%	\$ 75,696.66	5.3%

Billings For Month	\$ 63,244.43
Total Billings To Date	\$ 351,890.39
Project Budget	\$ 1,999,978
Budget Remaining	\$ 1,648,087.61

% Budget Spent Per Site



Summary Of Work Completed This Month	
Sites 26A, 26B, & 27	Sites 55,66,77,82,84,85, & 86
-No work completed this month	-Field operations including soil test borings. - Review of field data and call out of laboratory testing. - Review of dam alignments and spillway locations from Watershed plan. -Importing LiDAR elevations and starting review of H&H modeling. -Development of individual permit templates for environmental permitting

Planned Work For Next Month	
Site 26A, 26B, & 27	Sites 55, 66, 77, 82, 84, 85, & 86
-Design for the first 3 dams continues to be on-hold until further notice from NRD and/or NRCS.	-Field operations including soil test borings and surveying. -Start working on preliminary grading files -Laboratory testing on soils samples collected during drilling

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

Tom Mountford

From: Andrew Phillips <aphillips@olsson.com> on behalf of Andrew Phillips
Sent: Wednesday, December 22, 2021 11:31 AM
To: Tom Mountford
Cc: 018-3423
Subject: Wahoo Creek Olsson Design Budgets

Tom,

Work began for the Wahoo Creek Dams design services in approximately November of 2018, mainly just focused on the geotechnical exploration for the first 3 sites. It was then decided by the NRD to put the remainder of the design services on-hold in March of 2019 waiting for the approval of the Watershed plan by NRCS. It was also decided in late 2018 to put on-hold all design work for the 2nd seven dams.

We have now been given Notice to Proceed on the design services for the 2nd seven dams in December of 2021. Over the last 2.5 to 3 year delay period, salaries and other expenses have increased, resulting in our request to modify the contract. Over that same time, it was also decided to remove one of the dams from the Watershed plan, specifically Site 83. That has also changed the overall scope and fee for our design services.

The original contract for the Wahoo Creek design services has a start date was November 5, 2018. The design services was put on hold for Sites 26a, 26b, and 27 in approximately March of 2019, so a delay period of 2.6 years for those sites. No work (field or design) had been completed on Sites 55, 66, 77, 82, 84, 85, & 86 up until December of 2021, so a 3 year delay period was used for those sites.

Below is a summary of the changes to our fees based upon the 2.6 to 3 year escalation period for both projects and for the removal of Site 83.

Dams Sites 26a, 26b, and 27 (Olsson Project # 018-3423)

- Total original contract amount : \$583,825
- \$306,000 of budget remaining from the original contract amount
- Increase of budget remaining with a 3.5% escalation rate and a 2.6 year escalation period: \$28,679
- Revised budget: \$615,504 (\$583,825+\$28,679)

Dam Sites 55, 66, 77, 82, 84, 85, & 86 (Olsson Project #A18-3423)

- Total original budget: \$1,416,153 for 8 dams
- Reduced budget for the removal of one dam (Site 83): \$1,244,798, which includes a 12.1% reduction in fee.
- Increase of the reduced budget with 3 year escalation period: \$135,332
- Revised budget: \$1,380,130 (\$1,244,798+\$135,332)

The total revised budget for both projects is \$1,995,634 (\$615,504+\$1,380,130). When compared to the original contract amount of \$1,999,978, there would be an excess amount of \$4,344.

Based upon our review of the costs associated with the delays and the removal of Site 83, it doesn't appear that a change to the total contract amount is needed at this time. Please keep in mind that for the overall project budget to balance, some of the budget from the 2nd seven dams would be needed to offset the budget deficit for the 1st three dams. It looks like an addendum to the contract removing Site 83 and listing budget changes may be sufficient.

I also wanted to highlight that the Construction Observation services were included in the contract for sites 26a, 26b, and 27. A pre-established number of hours were included in the Request For Proposal that was used to develop our scope for services. The amount of work needed for the Construction Observation is also dependent upon the results from the

geotechnical exploration and potential remedial work that may be needed for each of the sites. Once we get further into the final design for the 1st three dams, we will plan on revisiting the scope for the Construction Observation and compare that to the original hour estimates.

Please let me know if you have any questions or comments.

Thanks,
Andrew

Andrew M. Phillips, PE
Vice President

C 402.440.8807

1101 Libra Drive, Suite 2
Lincoln, NE 68512
O 402.458.5052



Follow Us: Facebook / Twitter / Instagram / LinkedIn / YouTube

[View Legal Disclaimer](#)



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

October 22, 2018

Lower Platte North NRD
Attn: Tom Mountford
511 Commercial Park Rd
Wahoo, NE 68066

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Lower Platte North NRD Wahoo Creek Watershed and Dam Sites (the "Project")
Wahoo, NE

Dear Mr. Mountford:

It is our understanding that Lower Platte North NRD ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: November 5, 2018
Anticipated Completion Date: November 5, 2022
Design Phase I will be completed within 14 months of the Notice to Proceed.

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATIONS

DESIGN & PERMITTING FEE

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed the Phase I fee of \$508,225 and the Phase II fee of \$1,416,153.

CONSTRUCTION SERVICES FEE

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Construction services include bidding services, construction management, and construction observation as detailed in the attached Scope of Services. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis estimated at \$75,600.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Eric Gottschalk.

Olsson's designated Project Representative shall be Mike Placke.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Ryan D Beckman Ryan D. Beckman By Brian P. Dunnigan Brian P. Dunnigan

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

LOWER PLATTE NORTH NRD

By Joseph H. Brkel
Signature

Print Name Joseph Brkel

Title President

Dated 11-14-18

Attachments

General Provisions

Scope of Services

Attachment A

Attachment B

Reimbursable Expense Schedule

Certificate of Insurance

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated October 22, 2018 between Lower Platte North NRD ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson or Client may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, after board approval, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Omitted

3.5 Omitted

3.6 Omitted

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Omitted

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional

knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor.

Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation. If the parties choose arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a

subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If the parties choose arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall

retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client ownership in the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to

anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

*General Provisions modified 10/29/2018.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated October 22, 2018 between Lower Platte North NRD ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Wahoo, NE (Saunders County)

Project Description: Lower Platte North NRD Wahoo Creek Watershed Dam
The Project is three earthen embankment dams with a concrete conduit principal spillway and earth cut auxiliary spillway.

Project Description and Location

Project will be located at: Saunders County, Nebraska

Project Description: Final design dam sites 26A, 26B and 27, geotechnical investigation, permitting, survey, ROW legal descriptions, construction observation for sites 26A, 26B, and 27.

SCOPE OF SERVICES – PART I: Sites 26A, 26B, and 27

Olsson shall provide the following services (Scope of Services) to Client for the Project:

The following is a summary of the work scope including assumptions and clarifications used to determine our estimated work effort.

Phase 010 – Project Management and Meetings

001 – Project Management

This component of the project involves the Project Manager (PM) to work with Olsson's project team and with the Client's PM to ensure timely completion of quality work products within available budgetary resources. Activities completed by Olsson under this phase will include:

- Establish and maintain project schedule and budget
- Develop a project management plan
- Define individual tasks and establish cost and schedule for each task
- Prepare monthly project invoices, progress reports, and all internal coordination

002 – Project Meetings

Attend progress meetings with Client staff and attend all technical review meetings. Monthly progress meetings and a project kick-off meeting are anticipated during the design phase.

003 – LPNNRD Board Presentation

Olsson will prepare material and conduct two presentations to the LPNNRD Board detailing the results of the preliminary design for the site. These presentations are assumed to occur with presentations for the eight other sites detailed later in this scope.

Assumptions:

All meetings will be attended by a maximum of two Olsson professionals.

Deliverables: Meeting minutes, monthly invoices, monthly progress reports, and two presentations to the LPNNRD Board during the duration of the project.

Phase 020 – Geotechnical Evaluation Sites 26A, 26B and 27

001 – Geotechnical Investigation

- Drilling Services/ Field Exploration – Olsson proposes to use a truck-mounted drill rig to complete soil test borings and Electronic Cone Penetration (CPT) holes for the geotechnical investigation.
- The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 2,525 linear feet and approximately 1,800 linear feet of CPT.
- Contact Diggers Hotline of Nebraska to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. Cost of locating private utility lines and private service connections shall be Owner's responsibility. Olsson is not responsible or liable for damage to any private utility or private service connection.
- All boring locations must be readily accessible. Any cost of making boring locations accessible is Owner's responsibility. Olsson will not perform work until boring locations are accessible and acceptable to Olsson's satisfaction.
- Drilling rigs are heavy equipment. Disturbance of natural surroundings including but not limited to soil indentations, concrete cracking and damage to underground sprinkler systems, may occur. Olsson shall not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. Owner accepts full responsibility for site disturbance.
- Sampling of soils in general accordance with ASTM D-1586 and ATSM D-1587.
- Obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.

002 – Geotechnical Services - Laboratory Services

- As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D-2488), unconfined compression tests (ASTM D-2166), thin-walled tube density tests (ASTM D-2937), moisture content tests (ASTM D-2216), Atterberg limit tests (ASTM D4318), a Standard Proctor test (ASTM D-698), a one-dimensional consolidation test (ASTM D-2435), crumb, pinhole, permeability, and triaxial testing.

003 – Geotechnical Services - Engineering Analysis and Report Preparation

- Settlement analysis to evaluate the total and differential settlement anticipated along the dam centerline. Recommendations regarding fill height to account for the settlement will be provided along with any remedial measures necessary to address potential cracking related to excessive differential settlement.
- Analysis of the seepage potential through the dam embankment and foundation soils. For water budgeting purposes, estimated seepage rates through the embankment and foundation will be provided.
- Slope stability analysis will be performed for the following conditions: steady state seepage, seismic, rapid drawdown and end of construction.
- Discussion of the effects of the structural fill placement on the existing soil strata.

- Recommendations regarding the thickness, moisture and compaction criteria of any backfill or embankment fill.
- If sand is encountered, recommendations will be provided for one solution of either a cutoff trench, seepage berm, or inverted filter within the downstream channel. This does not include pressure relief wells.
- Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.

Deliverables: Geotechnical Report

Phase 030 – Design

001 – Hydraulic Analysis and Sediment Load Calculations

- Activities completed by Olsson under this phase will include development of hydrologic and hydraulic models for the use in the design of dam sites 26A, 26B and 27. Inflow and outflow hydrographs will be developed to determine effects of alternative spillway designs of dam height and pool elevations. Olsson will route the principal spillway hydrograph, stability design hydrograph, and the freeboard hydrograph as defined in the NRCS Technical Release 60 (TR-60).
- Olsson will calculate the total anticipated sediment load to the dam site. The Revised Universal Soil Loss Equation (RUSLE) or similar soil loss estimating technique will be used. The intent is to design the reservoir for a minimum of a 50-year design life, appropriate trap efficiencies and bank erosion.
- Stage-vs-Storage: Storage volumes for the proposed reservoir will be calculated at 1-foot increments. LiDAR data will be supplemented with additional survey and the effects of grading changes evaluated.
- SITES Modeling will be completed to determine auxiliary spillway sizing and erosion of the auxiliary spillway.

002 – Preliminary and Final Design of Dams and Spillways

Olsson will prepare detailed drawings (60% preliminary design and final design) for the proposed construction work and for equipment and materials required under the Agreement. Generally, the construction plans will include the following:

- Embankment Layout and Sizing
- Borrow Area Grading Plan
- General Reservoir Layout and Grading Plans
- Auxiliary Spillway Sizing and Alignment
- Auxiliary Spillway Plan and Profile
- Principal Spillway Alignment
- Principal Spillway Plan and Profile
- Internal Drainage System and Cleanout Locations
- Cross Sections for Spillways and Dam Embankment
- Inlet and Outlet Typical Details

003 – Quality Control/Quality Assurance

Olsson will conduct internal quality reviews at the 60 and 90 percent design stages. The QA/QC reviews of the results of the analyses and design efforts completed to this point in the project will be performed by senior engineers and senior construction managers for accuracy and constructability. They will discuss the project status and any concerns resulting from review of the project. They will also discuss if any re-analysis or course corrections in the preliminary design process should occur.

Phase 040 – Environmental / 404 Permitting Sites 26A, 26B and 27

001 – USACE Section 404 Permit

Olsson will prepare a Section 404 Permit application package for the project. The package will include each item required to obtain an Individual Section 404 Permit from the USACE. This permit application will include an evaluation of project impacts based on the wetland delineation provide by the NRD and project design. Olsson will also coordinate with the NRD to develop a project Purpose and Need and range of potential alternatives. Olsson will prepare a practicability screening assessment for each alternative. This screening will identify which alternatives can be eliminated from consideration, and which will be carried forward for evaluation based on the practicability of each to implement based on cost, logistics, and technology.

Olsson will complete an alternatives evaluation for the practicable alternatives (we assume up to 5 various alternatives will be considered practicable). This alternative evaluation will consider the impacts to the environment of each practicable alternative and will be the baseline for determining the Least Environmentally Damaging Practicable Alternative.

Olsson will compile this information and complete the Section 404 Permit Application. Olsson will coordinate with the NRD and submit the permit application to the USACE.

Olsson anticipates up to four agency meetings will occur as part of this process, including a pre-application meeting and up to three meetings after the permit package has been submitted. These meetings will be located at the NRD/USACE Wehrspann office.

002 – Waters of the U.S. Identification

Olsson will utilize the wetland and waters of the U.S. delineation information previously obtained for this project. No additional wetland delineations will occur.

003 – Cultural Resources Survey

It is assumed that the Cultural Resources Investigation for sites 26A, 26B, and 27 has been completed. No work anticipated for this task.

004 – Develop Mitigation Plan

Olsson anticipates wetland and potential channel mitigation will be required as a result of project impacts. Olsson will design mitigation to meet USACE requirements for the Section 404 permit. The mitigation design will include design sheets for inclusion in the 60% design drawings, as well as a 12 components of mitigation plan, which will be included in the Section 404 Permit Application.

005 – Meetings with NeDNR Dam Safety

Olsson will coordinate and participate in two meetings with the dam safety personnel at the Nebraska Department of Natural Resources. One meeting will occur at the beginning of the preliminary design, and the second meeting will occur at the conclusion of design. Olsson will produce meeting minutes for distribution to applicable entities following the meeting.

Deliverables: Section 404 Permit application package, mitigation design, NeDNR Dam Safety meeting minutes.

Phase 050 – Survey and ROW Legal Descriptions

001 – Topographic and boundary Survey

Topographic features will be surveyed to create a surface represented by 1-foot contours. Improvements within the limits will be located, including: buildings, roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities.

Survey will be on a Modified State Plane Coordinate System established by Olsson Associates on previous projects.

A boundary survey will be performed to locate section corners, property corners and any other corners necessary to establish land ownership. A total of 12 parcels are anticipated to be impacted as a result of this project.

A Utility-One-Call will be made for the site. Utilities that are marked will be located. Above ground visible utilities will be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt will be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities will be placed on the survey. Manholes will be inverted to get the pipe size and flow lines elevations. Any private utilities must be marked prior to field survey by a private locating company at the Clients expense. If not marked at time of field survey an additional fee will be required to pick them up.

002 – Bore Hole Layout

Olsson surveyors will coordinate with the geotechnical engineers to layout and properly identify the locations of the geotechnical bore hole locations. Bore hole locations will be identified on the design plans.

003 – Prepare ROW Maps and Legal Descriptions

Based on the proposed flood boundaries of the project, Olsson will develop ROW maps based on current title commitments by recorded subdivision plats, utility records and other recorded surveys and documentation at the Saunders County Surveyor's office and the Saunders County Register of Deeds office.

Olsson will develop legal descriptions and drawings for land parcels acquisition by the Client.

Deliverables: Legal survey of boundaries, property lines, easements, section lines, utilities, and topographic data supplemented with LiDAR

Phase 060 – Community/Public Participation

Community/public participation is scoped in phase 150

Phase 070 – Construction Phase Services

The following Construction Phase Services detailed below is based on an estimated 30 hours per week for 6 months.

001 – Bidding Services

Prepare Notice to Bidders and Issue Documents

Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data

to contractors in the area. In addition, invitations will be mailed directly to contractors whom the project team and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices.

Answer Questions and Prepare Addenda

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, as required, to provide clarification to questions. The Client will be informed on a regular basis of any project changes resulting from bidders' questions.

Review and Evaluate Bids

Olsson will attend the bid opening. All bids properly received will be reviewed. Any inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will distribute the bid tabulation to all bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Conform Documents

Conformed copies of the contract documents, including all insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that all procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Approved copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for all decisions concerning the work.

002 – Construction Management

Olsson will perform Construction Management Services during the construction phase of the project. In the performance of these services, Olsson shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. Olsson shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to the Contractor furnishing and performing the work. Specific services to be performed by Olsson are as follows:

- **Pre-construction Conference**
 - Olsson will prepare an agenda and conduct a pre-construction conference. The pre-construction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid. Procedures for dealing with unforeseen problems will be developed and discussed.
- **Progress Meetings**
 - Olsson will prepare an agenda and conduct progress meetings as needed to assist in resolution of conflicts and scheduling of the project. Progress meetings will include discussion of the Contractor's construction schedule, site coordination and defects and deficiencies in the work of the Contractors.

- Review Contractor's Submittals
 - Respond to fabrication and field questions and proposed changes
 - Evaluate conflicts involving utilities
 - Olsson will review Contractor submittals, for equipment, materials, and construction. Submittals shall include all shop drawings, request for information and project correspondence. All requests for variations from the contract documents will be reviewed with the Project Engineer and CLIENT before issuing an approval to the contractor. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Pay Requests
 - Verify quantities of stored materials and completed work. Prepare and process payment requests based on field verifications of quantities requested by the Contractor.
 - Review and process the Contractor's monthly payment requests, and forward to the CLIENT for payment.
- Process Change Orders
 - Olsson will coordinate the preparation of any change orders that are agreed to by the contract parties. Documentation to support the basis for the claim will be developed, as well as justification for change to the contract price. Olsson will review all change orders to ensure that the CLIENT's interests have been protected in the proceedings, and all change order requests will be discussed with the CLIENT before they are developed in final form.
- Contract Document Clarification
 - Clarify construction contract documents when requested by the CLIENT or Contractor. When authorized by the CLIENT and Contractor, Olsson may interpret construction contract drawings and specifications upon request by subcontractors and suppliers.
- Project Files
 - Olsson will maintain appropriate project files related to the project. Included in the project file shall be; project correspondence, work change directives, change orders, meeting minutes, request for information, material certifications, test reports, construction reports and project schedules.
- Project Coordination
 - Olsson will provide project coordination with Contractor, Subcontractors, Utility Contractors, Regulatory Agencies, and Client to facilitate project timeline and milestones and resolve scheduling conflicts that could result in delays to the project schedule.
- Substantial Completion
 - Upon receipt of written notification from the Contractor of substantial completion, schedule and attend a walk through to identify items to be completed or corrected prior to accepting substantial completion.
- Final Completion
 - Schedule and conduct a "final" completion walkthrough with the CLIENT and Contractor to review completion of "punch list" work with the CLIENT, Contractor, Project Engineer, and Regulatory Agencies

and identify items requiring completion or correction prior to final payment.

- Olsson will perform project closeout services.
- Record Drawings
 - Olsson will prepare record drawings, based on contractors' "red lines" and site observation. This information will be combined and one set of redlined record drawings in PDF format on CD will be provided to the CLIENT at the completion of the project. (Updated electronic CAD files of the record drawings are not included in this scope of work).

003 – Construction Observation

Olsson will furnish Construction Observation as Required, starting at the date of the Notice to Proceed. Olsson will observe the Contractor's work and perform the services listed below. Olsson shall not have the responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of Olsson. This service shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Specific services performed by Olsson are as follows:

- Construction Reporting
 - Olsson will complete construction reports and a diary containing a summary of the Contractor's progress, general conditions of the work, problems & resolutions or proposed resolutions and project quantities.
- Project Documentation
 - Compile documentation to support the basis of all Requests For Information (RFI), Field Orders, Work Change Directives, and Change Orders.
 - Olsson will prepare and keep detailed notes, computations and measurements; records of quantities of pay items constructed, test reports or basis of acceptance of installed materials and a record of the Contractor's operations.
- Field Observation
 - Perform Field Observation of the general progress of the work to assist in determining if the work is proceeding in general accordance with the plans and specifications. All discrepancies will be reported to the CLIENT, Contractor, and Project Engineer. Project Engineer shall approve corrective measures prior to correcting work.
- Record Drawings
 - Maintain record drawings and specifications based on site observation and the Contractor's record drawings.

SCOPE OF SERVICES – PART II: Sites 55, 66, 77, 82, 83, 84, 85, and 86

Project Description and Location

Project will be located at: Saunders County, Nebraska

Project Description: Final design dam sites 55, 66, 77, 82, 83, 85, and 86 geotechnical investigation, permitting, survey, ROW legal descriptions, cultural resources investigation, one submittal of WSF and one submittal of WFPO funding applications. Construction phase

services are not included as part of this scope but will be included as a separate amendment once construction timeline is determined.

Scope of Services

Olsson shall provide the following services (Scope of Services) to Client for the Project: This Scope of Services has been prepared for the development of eight dams sites located in Saunders County, Nebraska. The Project consists of eight earthen embankment dams with a concrete conduit principal spillway and earth cut auxiliary spillway.

The following is a summary of the work scope including assumptions and clarifications used to determine our estimated work effort.

Phase 100 – Project Management and Meetings

001 – Project Management

This component of the project involves the Project Manager (PM) to work with Olsson's project team and with the Client's PM to ensure timely completion of quality work products within available budgetary resources. Activities completed by Olsson under this phase will include:

- Establish and maintain project schedule and budget
- Develop a project management plan
- Define individual tasks and establish cost and schedule for each task
- Prepare monthly project invoices, progress reports, and all internal coordination

002 – Project Meetings

Attend progress meetings with Client staff and attend all technical review meetings. Monthly progress meetings and a project kick-off meeting are anticipated during the design phase.

003 – LPNRRD Board Presentation

Olsson will prepare material and conduct two presentations to the LPNRRD Board detailing the results of the preliminary design for the site. These presentations are assumed to occur with presentations for the three other sites detailed previously in this scope.

Assumptions:

All meetings will be attended by a maximum of two Olsson professionals.

Deliverables: Meeting minutes, monthly invoices, monthly progress reports, and two presentations to the LPNRRD Board during the duration of the project.

Phase 110 – Geotechnical Evaluation

001 – Geotechnical Investigation

- Drilling Services/ Field Exploration – Olsson proposes to use a truck-mounted drill rig to complete soil test borings and Electronic Cone Penetration (CPT) holes for the geotechnical investigation.
- The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 6,565 linear feet and approximately 4,800 linear feet of CPT.
- Contact Diggers Hotline of Nebraska to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. Cost of locating private utility lines and private service connections shall be Owner's responsibility.

Olsson is not responsible or liable for damage to any private utility or private service connection.

- All boring locations must be readily accessible. Any cost of making boring locations accessible is Owner's responsibility. Olsson will not perform work until boring locations are accessible and acceptable to Olsson's satisfaction.
- Drilling rigs are heavy equipment. Disturbance of natural surroundings including but not limited to soil indentations, concrete cracking and damage to underground sprinkler systems, may occur. Olsson shall not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. Owner accepts full responsibility for site disturbance.
- Sampling of soils in general accordance with ASTM D-1586 and ATSM D-1587.
- Obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.

002 – Geotechnical Services - Laboratory Services

- As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D-2488), unconfined compression tests (ASTM D-2166), thin-walled tube density tests (ASTM D-2937), moisture content tests (ASTM D-2216), Atterberg limit tests (ASTM D4318), a Standard Proctor test (ASTM D-698), a one-dimensional consolidation test (ASTM D-2435), crumb, pinhole, permeability, and triaxial testing.

003 – Geotechnical Services - Engineering Analysis and Report Preparation

- Settlement analysis to evaluate the total and differential settlement anticipated along the dam centerline. Recommendations regarding fill height to account for the settlement will be provided along with any remedial measures necessary to address potential cracking related to excessive differential settlement.
- Analysis of the seepage potential through the dam embankment and foundation soils. For water budgeting purposes, estimated seepage rates through the embankment and foundation will be provided.
- Slope stability analysis will be performed for the following conditions: steady state seepage, seismic, rapid drawdown and end of construction.
- Discussion of the effects of the structural fill placement on the existing soil strata.
- Recommendations regarding the thickness, moisture and compaction criteria of any backfill or embankment fill.
- If sand is encountered, recommendations will be provided for one solution of either a cutoff trench, seepage berm, or inverted filter within the downstream channel. This does not include pressure relief wells.
- Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.

Deliverables: Geotechnical Report

Phase 120 – Preliminary Design

001 – Hydraulic Analysis and Sediment Load Calculations

- Activities completed by Olsson under this phase will include development of hydrologic and hydraulic models for the use in the design of dam sites 55, 66, 77, 82, 83, 84, 85, and 86. Inflow and outflow hydrographs will be developed to determine effects of alternative spillway designs of dam height and pool elevations. Olsson will route the principal spillway hydrograph, stability design hydrograph and the freeboard hydrograph as defined in the NRCS Technical Release 60 (TR-60).

- Olsson will calculate the total anticipated sediment load to the dam sites. The Revised Universal Soil Loss Equation (RUSLE) or similar soil loss estimating technique will be used. The intent is to design the reservoir for a minimum of a 50-year design life, appropriate trap efficiencies, and bank erosion.
- Stage-vs-Storage: Storage volumes for the proposed reservoir will be calculated at 1-foot increments. LiDAR data will be supplemented with additional survey and the effects of grading changes evaluated.
- SITES Modeling will be completed to determine auxiliary spillway sizing and erosion of the auxiliary spillway.

002 – Preliminary and Final Design of Dam and Spillway

Olsson will prepare detailed drawings (60% preliminary design and final design) for the proposed construction work and for equipment and materials required under the Agreement. Generally, the construction plans will include the following:

- Embankment Layout and Sizing
- Borrow Area Grading Plan
- General Reservoir Layout and Grading Plans
- Auxiliary Spillway Sizing and Alignment
- Auxiliary Spillway Plan and Profile
- Principal Spillway Alignment
- Principal Spillway Plan and Profile
- Internal Drainage System with Cleanout Locations
- Cross Sections for Spillways and Dam Embankment
- Inlet and Outlet Typical Details

003 – Quality Control/Quality Assurance

Olsson will conduct internal quality reviews at the 60 and 90 percent design stages. The QA/QC reviews of the results of the analyses and design efforts completed to this point in the project will be performed by senior engineers and senior construction managers for accuracy and constructability. They will discuss the project status and any concerns resulting from review of the project. They will also discuss if any re-analysis or course corrections in the preliminary design process should occur.

Phase 130 – Environmental / 404 Permitting

001 – USACE Section 404 Permit

Olsson will prepare a Section 404 Permit application package for each of the 8 sites. The package will include each item required to obtain an Individual Section 404 Permit from the USACE. This permit application will include an evaluation of project impacts based on the wetland delineation provide by the NRD and project design. Olsson will also coordinate with the NRD to develop a project Purpose and Need and range of potential alternatives. Olsson will prepare a practicability screening assessment for each alternative. This screening will identify which alternatives can be eliminated from consideration, and which will be carried forward for evaluation based on the practicability of each to implement based on cost, logistics, and technology.

Olsson will complete an alternatives evaluation for the practicable alternatives (we assume up to 5 various alternatives will be considered practicable). This alternative evaluation will consider the impacts to the environment of each

practicable alternative and will be the baseline for determining the Least Environmentally Damaging Practicable Alternative.

Olsson will compile this information and complete the Section 404 Permit Application. This information will be provided to the NRD to be submitted as each project obtains funding.

Olsson anticipates up to two agency meetings will occur as part of this process, including a pre-application meeting and a meeting to discuss the alternatives analysis and mitigation. These meetings will be located at the NRD/USACE Wehrspann office.

002 – Waters of the U.S. Identification

Olsson will utilize the wetland and waters of the U.S. delineation information previously obtained for this project. No additional wetland delineations will occur.

003 – Cultural Resources Survey

It is assumed that the Cultural Resources Investigation for these eight sites have been completed. No work anticipated for this task.

004 – Develop Mitigation Plan

Olsson anticipates wetland and potential channel mitigation will be required as a result of project impacts. Olsson will design mitigation to meet USACE requirements for the Section 404 permit. The mitigation design will include design sheets for inclusion in the 60% design drawings, as well as a 12 components of mitigation plan, which will be included in the Section 404 Permit Application.

005 – Meetings with NDNR Dam Safety

Olsson will coordinate and participate in two meetings with the dam safety personnel at the Nebraska Department of Natural Resources. One meeting will occur at the beginning of the preliminary design, and the second meeting will occur at the conclusion of the design. Olsson will produce meeting minutes for distribution to applicable entities following the meeting.

Deliverables: Section 404 Permit application package, mitigation design, NDNR Dam Safety meeting minutes.

Phase 140 – Survey and ROW Legal Descriptions

001 – Topographic and boundary Survey

Topographic features will be surveyed to create a surface represented by 1-foot contours. Improvements within the limits will be located, including: buildings, roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities.

Survey will be on a Modified State Plane Coordinate System established by Olsson Associates on previous projects.

A boundary survey will be performed to locate section corners, property corners, and any other corners necessary to establish land ownership. The client will provide title searches and documents to Olsson.

A Utility-One-Call will be made for the site. Utilities that are marked will be located. Above ground visible utilities will be located. Olsson will not be

responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt will be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities will be placed on the survey. Manholes will be inverted to get the pipe size and flow lines elevations. Any private utilities must be marked prior to field survey by a private locating company at the Clients expense. If not marked at time of field survey an additional fee will be required to pick them up.

002 – Bore Hole Layout

Olsson surveyors will coordinate with the geotechnical engineers to layout and properly identify the locations of the geotechnical bore hole locations.

003 – Prepare ROW Maps and Legal Descriptions

Based on the proposed flood boundaries of the project, Olsson will develop ROW maps based on current title commitments by recorded subdivision plats, utility records and other recorded surveys and documentation at the Saunders County Surveyor's office and the Saunders County Register of Deeds office.

Olsson will develop legal descriptions and drawings for land parcels acquisition by the Client.

Deliverables: Legal survey of boundaries, property lines, easements, section lines, utilities, and topographic data supplemented with LiDAR

Phase 150 – Community/Public Participation

Olsson will meet with project team members to develop public involvement strategies prior to the public meetings. The Consultant shall be responsible for distributing meeting invitations, coordinating meeting locations, and preparing meeting minutes.

A public involvement plan will be developed for review and approval by project team members. The plan should include dates of anticipated meetings, anticipated forms of communication with the public (i.e. website, newsletter, door hangers, etc.), and a database of adjacent property owners and other project stakeholders. All information to be sent to the public or posted to the web shall be reviewed by the Client Project manager prior to distribution.

Olsson will schedule, arrange, and facilitate two public open houses to be held in the Spring and Fall of 2019. The Consultant shall draft a newspaper notice of the open house to be reviewed by the Client's Project Manager. The notice of the open houses should be published 10 days prior to the event in the local newspaper. During the public meeting, Client staff and the Consultant will be available to answer questions and receive comments. Olsson will provide and maintain a sign-in list and comment forms for the open houses and prepare a written summation of the oral and written comments received. The Consultant shall provide any necessary follow-up.

Olsson will develop and reproduce 2 newsletters in conjunction with the public meetings. Newsletters shall be mailed to all project stakeholders and posted to the client's web site. The Consultant shall also develop other informational material such as door hangers, postcards, or meeting invitations. All

informational materials shall be reviewed and approved by the Client's Project Manager prior to printing.

A final report documenting the public involvement process will be developed. The report shall include tools and techniques utilized, numbers of citizens participating, meeting minutes, a list of meeting attendees, and general description of public reaction.

Phase 160 – Construction Phase Services

Construction phase services are not part of this fee. A separate scope and fee will be developed when timing of construction is determined.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

ATTACHMENT A

Date: Job:		Sites 26A, 26B & 27	<u>TOTALS</u>
Phase/ Task	Description of Work		Total Fee
Phase 010	Project Management		
Phase 010 Total		\$	21,840
Phase 020	Geotechnical Engineering		
Phase 020 Total		\$	222,485
Phase 030	Dam Design		
Phase 030 Total		\$	173,160
Phase 040	Permitting		
Phase 040 Total		\$	79,960
Phase 050	Survey and Legal Descriptions		
Phase 050 Total		\$	10,780
Phase 060	Community/Public Participation		
Phase 060 Total			
Phase 070	Construction Services		
Phase 070 Total		\$	75,600
GRAND TOTAL		\$	583,825

ATTACHMENT B

Date: Job:		Eight Sites 55, 66, 77, 82, 83, 84, 85, & 86	<u>TOTALS</u>
Phase/ Task	Description of Work		Total Fee
Phase 100	Project Management		
Phase 100 Total		\$	62,400
Phase 110	Geotechnical Engineering		
Phase 110 Total		\$	607,460
Phase 120	Dam Design		
Phase 120 Total		\$	436,278
Phase 130	Permitting		
Phase 130 Total		\$	251,140
Phase 140	Survey and Legal Descriptions		
Phase 140 Total		\$	28,875
Phase 150	Community/Public Participation		
Phase 150 Total		\$	30,000
GRAND TOTAL		\$	1,416,153

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.545/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SilverStone Group 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Molly Harmon PHONE (A/C, No. Ext): 402-964-5598 FAX (A/C, No.): 402-557-6325 E-MAIL ADDRESS: mharmon@ssgl.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED 5761 Olsson Associates, Inc. / Olsson, Inc. P.O. Box 84608 402-474-6311 Lincoln NE 68501	INSURER A: Travelers Ind. Co. Of America	25866
	INSURER B: Charter Oak Fire Ins. Co.	25615
	INSURER C: Travelers Property Casualty Co of Amer	25674
	INSURER D: TRAVELERS IND CO OF AMER	25666
	INSURER E: ACE AMERICAN INSURANCE COMPANY	22667
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2056446896 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			P-630-8D707184	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			P-810-1E019141	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSM-CUP-9H235899	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	PVYCHUB-8D98059	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability Claims Made			EON G25589993	1/1/2018	1/1/2019	PL Each Claim \$5,000,000
							PL Aggregate \$5,000,000 PL Ded Per Claim \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Carriers listed above have AM Best Ratings of A++XV.
Project: Lower Platte North NRD Wahoo Creek Watershed and Dam Sites, Wahoo, NE.

CERTIFICATE HOLDER Lower Platte North NRD Attn: Tom Mountford 511 Commercial Park Rd Wahoo NE 68066	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Chris Aldridge</i>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

Wahoo Creek Watershed Project Planner

Select a period to highlight at right. A legend describing the charting follows.

Period Highlight: 4  Plan Duration  Actual Start  % Complete  Actual (beyond plan)  % Complete (beyond plan)

PHASE	ACTIVITY	PLAN START	PLAN DURATION	ACTUAL START	ACTUAL DURATION	PERCENT COMPLETE	PERIODS																																																															
							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
100	Project Management 26A, 26B, & 27	4	37	0	0	0%																																																																
200	Geotechnical Engineering 26A, 26B & 27																																																																					
300	Survey and Legal Descript.																																																																					
400	Permitting																																																																					
500	Dam Design																																																																					
600	Bidding Services																																																																					
700	Construction																																																																					
800	Project Closeout																																																																					
1100	Project Management 8 sites	4	59	0	0	0%																																																																
1200	Geotechnical Engineering																																																																					
1300	Survey and Legal Descript.																																																																					
1400	Permitting																																																																					
1500	Dam Design																																																																					
1600	Bidding Services																																																																					
1700	Construction																																																																					
1800	Project Closeout																																																																					

Wahoo Creek Structure Cost Summary (as of 7/1/2021)

					FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
Sit+As Total Cost	Federal Funds	Local Funds	State WSF 60%	Local 40%	(NOTE: \$273,300 Engineering for 3 dams was paid as of 7/1/2021)							
26a	1,142,900	441,000	701,900	421,140	280,760	33,000	48,800	40,000				
26b	1,498,100	516,900	981,200	588,720	392,480		188,700	761,200				
27	1,543,700	504,700	1,039,000	623,400	415,600	33,000	49,000	40,000				
							379,500	892,400				
						34,000	49,000	40,000				
Total	4,184,700	1,462,600	2,722,100	1,633,260	1,088,840		<u>451,500</u>	<u>871,300</u>				
						100,000	1,166,500	2,644,900				

Site	Total Cost	LB 406 Funds	Local Funds									
77	5,338,400	5,338,400	0		75,000	166,300	166,300	50,000				
			0				2,021,300	2,859,500				
84	2,178,700	2,178,700	0		75,000		93,700	93,700	40,000			
			0					731,300	1,145,000			
55	1,626,300	1,626,300	0		75,000		85,650	85,650	40,000			
			0					397,500	942,500			
85	1,455,400	1,455,400	0		75,000			85,500	85,500	40,000		
			0						228,800	940,600		
66	1,840,500	1,840,500	0		75,000			87,100	87,100	40,000		
			0						577,500	973,800		
82	1,841,400	1,841,400	0		75,000				98,100	98,100	40,000	
			0							306,000	1,224,200	
86	1,202,200	1,202,200	0		75,000				74,950	74,950	40,000	
			0							<u>236,300</u>	<u>701,000</u>	
Total	15,482,900	15,482,900	0		525,000	166,300	2,366,950	4,390,250	3,319,450	2,709,750	2,005,200	

*** \$22 Million LB 406 Funds Available**

Engineering

Landrights

Construction

FY2030 FY2031



UNITED STATES DEPARTMENT OF THE INTERIOR
DOWN PAYMENT (BILL) REQUEST

Make Remittance Payable To: U.S. Geological Survey
Billing Contact: Amanda Flynn, Budget Analyst Phone: 402-328-4144

Bill #: 90956138
Customer: 6000000136
Date: 01/20/2022
Due Date: 03/21/2022

Remit Payment To: United States Geological Survey
P.O. Box 6200-27
Portland, OR 97228-6200

Payer: LOWER PLATTE NORTH NRD
P.O. BOX 126
WAHOO NE 68066

Additional forms of payment may be accepted. Please email GS-A-HQ_RMS@USGS.GOV or call 703-648-7683 for additional information.

To pay through Pay.gov go to <https://www.pay.gov>.

Checks must be made payable to U.S. Geological Survey. Please detach the top portion or include bill number on all remittances.

Amount of Payment: \$ _____

Date	Description	Qty	Unit Price		Amount
			Cost	Per	
01/20/2022	Installation and operation of 5 cameras and two stage-only steamgages on Lower Platte River bridges, as agreed to in the Joint Funding Agreement between the Lower Platte North NRD and the U.S.Geological Survey. JFA 22NRJFA00010 22NRJFA00010	1	14,700.00	1	14,700.00

Amount Due this Bill: 14,700.00

Accounting Classification:
Sales Order: 102072
Sales Office: GENR
Customer: 6000000136
Accounting #: 11209998

TIN: *****2716

UNITED STATES DEPARTMENT OF THE INTERIOR
DOWN PAYMENT (BILL) REQUEST

Make Remittance Payable To: U.S. Geological Survey
Billing Contact: Amanda Flynn, Budget Analyst Phone: 402-328-4144

Bill #: 90956138
Customer: 6000000136
Date: 01/20/2022
Due Date: 03/21/2022

Remit Payment To: United States Geological Survey
P.O. Box 6200-27
Portland, OR 97228-6200

Payer: LOWER PLATTE NORTH NRD
P.O. BOX 126
WAHOO NE 68066

Additional forms of payment may be accepted. Please email GS-A-HQ_RMS@USGS.GOV or call 703-648-7683 for additional information.

To pay through Pay.gov go to <https://www.pay.gov>.

Checks must be made payable to U.S. Geological Survey. Please detach the top portion or include bill number on all remittances.

Amount of Payment: \$ _____

Date	Description	Qty	Unit Price		Amount
			Cost	Per	
01/20/2022	Installation and operation of 5 cameras and two stage-only steamgages on Lower Platte River bridges, as agreed to in the Joint Funding Agreement between the Lower Platte North NRD and the U.S. Geological Survey. JFA 22NRJFA00010 22NRJFA00010	1	14,700.00	1	14,700.00

Amount Due this Bill: 14,700.00

Accounting Classification:
Sales Order: 102072
Sales Office: GENR
Customer: 6000000136
Accounting #: 11209998

TIN: *****2716

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000136
Agreement #: 22NRJFA00010
Project #: NR00GS1
TIN #: 47-0542716

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Nebraska Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **installation and operation of 5 cameras and two stage-only streamgages on Lower Platte River bridges**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$26,440 by the party of the first part during the period October 1, 2021 to September 30, 2024
- (b) \$99,405 by the party of the second part during the period October 1, 2021 to September 30, 2024
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: 0.00

Description of the USGS regional/national program:
Groundwater Streamflow Information Program

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website <https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000136
Agreement #: 21NRJFA00DRAFT
Project #: NR00GS1
TIN #: 47-0542716

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jason Lambrecht
Hydrologic Data Section Chief
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4124
Fax: (402) 328-4101
Email: jmlambre@usgs.gov

Customer Technical Point of Contact

Name: Eric Gottschalk
General Manager
Address: PO Box 126
Wahoo, NE 68066
Telephone: (402) 443-4675
Fax:
Email: egottschalk@lpnrd.org

USGS Billing Point of Contact

Name: Amanda Flynn
Budget Analyst
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4116
Fax: (402) 328-4101
Email: aflynn@usgs.gov

Customer Billing Point of Contact

Name: Eric Gottschalk
General Manager
Address: PO Box 126
Wahoo, NE 68066
Telephone: (402) 443-4675
Fax:
Email: egottschalk@lpnrd.org

U.S. Geological Survey
United States
Department of Interior

Lower Platte North Natural Resources District

Signature

By STEVEN PETERSON Digitally signed by STEVEN PETERSON
Date: 2021.09.09
13:52:28 -05'00' Date: _____
Name: Steven M. Peterson
Title: Director

Signatures

By  Date: 9-30-2021
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

**INTERLOCAL COOPERATION ACT AGREEMENT
PLATTE RIVER CAMERAS/STREAM GAUGES
FOR
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
DODGE COUNTY
AND
CITY OF FREMONT**

This Agreement (hereinafter named "Agreement") is made by and among the following Parties (all are political subdivisions of the State of Nebraska):

Lower Platte North Natural Resources District (LPNNRD)
Papio-Missouri River Natural Resources District (PMRNRD)
Dodge County (County)
City of Fremont (CITY)

The parties hereinafter being referred to individually as "Partner" and collectively as "Partners".

WHEREAS:

Flooding and resulting damages from winter ice jams and seasonal rainstorms frequently occur along the Lower Platte River corridor.

The Partners work closely with the National Weather Service, the Nebraska Emergency Management Agency and the Nebraska Department of Natural Resources to monitor winter ice/ice-out and flood stage conditions along the Lower Platte River corridor and take necessary actions to alert the public of resulting flood hazards.

The Partners desire to increase awareness of potential flood threats due to winter ice/ice-out conditions and other significant seasonal rainstorm events, by establishing cameras and additional water monitoring gauges at mutually agreed upon locations along the Lower Platte River corridor.

The Partners desire to enter into an Interlocal Agreement for sharing costs associated with purchasing and placing cameras, additional stream gauges and supporting equipment, for placement along the Lower Platte River corridor and for the future operation and maintenance of that equipment.

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

1. Authority:

The Partners desire to work together for purchasing and establishing cameras, stream gauges and supporting equipment, at mutually agreed upon Lower Platte River locations and to make the most efficient use of their respective powers by cooperating on a basis of mutual advantage under the auspices of the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827). In furtherance of this cooperative effort the Parties desire to enter into this Interlocal Agreement with one another for joint and cooperative action for any power or powers, privileges or authorities exercised or capable of exercise individually by them as public agencies under the Interlocal Cooperation Act. This Agreement is not intended to create a separate legal entity as between the Partners.

2. Funding for Cameras, Stream Gauges & Supporting Equipment:

The Partners agree to provide assistance toward the local costs for up to five (5) cameras, two (2) stream gauges and supporting equipment as follows:

PMNRD:	\$18,630
LPNNRD:	\$6,750
City of Fremont:	\$6,750
Dodge County:	<u>\$6,750</u>
Total Equipment Expense:	\$38,880

3. Cameras/Stream Gauges Operation and Maintenance Expenses:

The Partners agree to equally share on-going camera/stream gauge operation and maintenance expenses for three years, not to exceed an annual average total cost of \$20,175 total cost (\$5,044 annual maximum average cost for each Partner). It shall be the LPNNRD's sole discretion to determine when and how operation and maintenance is to be conducted and to then bill each Partner accordingly.

4. Authorized Partner for Entering into USGS Agreement/Billings:

The Partners agree that LPNNRD will enter into a three-year agreement with USGS for purchasing up to five cameras, two stream gauges and for operation and maintenance of the equipment. LPNNRD will bill each Partner for their share annually.

5. Effective Date:

This Agreement becomes effective upon execution by all Partners. The original copy of this Agreement will be maintained as part of the records of LPNNRD, with a copy being provided to each of the Partners. The Agreement may be signed electronically and in counterparts.

6. Duration of Agreement:

This Agreement shall extend from the date of execution by all Partners and will remain in effect until September 30, 2024, unless mutually or individually terminated by one or more of the Partners upon an advance 90 day written notice.

Provided, however, termination cannot effect the initial obligations of the Partners as the LPNNRD will be bound to the three year term with USGS so the parties are committing to at least that length of term.

7. Amendments, Assignments, Severability and Integration:

This Agreement may be amended, or Addendums added, subject to written approval by all Partners. This Agreement may not be assigned without the express written permission of the other Partners to this Agreement. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law. This Agreement constitutes the entire agreement between the Partners with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all Partners.

8. Indemnification:

The Partners assume no liability under this Agreement unless expressly accepted herein. Each party agrees to defend the other from and against all liabilities, obligations, losses, damages, claims, and demands arising from the acts of its own respective officers, agents, or employees. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each Partner shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require any Partner to indemnify or hold harmless the other Partners from liability for the negligent or wrongful acts or omissions of said other Partners or its principals, officers, or employees.

IN WITNESS WHEREOF, each Partner has caused this Agreement to be executed by its duly authorized officer as of the date and year.

Lower Platte North Natural Resources District

By:  _____
Board Chairperson

Date: Sept. 13, 2021

Papio-Missouri River Natural Resources District

By: _____
John Winkler, General Manager

Date: 09-13-2021

Dodge County

By: _____
Chairman, Board of Supervisors

Date: _____

City of Fremont

By: _____
Mayor

Date: _____

Papio-Missouri River Natural Resources District

By: _____
John Winkler, General Manager

Date: _____

Dodge County

By: Bob Missel
Chairman, Board of Supervisors

Date: 9/22/21

City of Fremont

By: _____
Mayor

Date: _____

Papio-Missouri River Natural Resources District

By: _____
John Winkler, General Manager

Date: _____

Dodge County

By: _____
Chairman, Board of Supervisors

Date: _____

City of Fremont

By: _____
Mayor 

Date: 9/28/2021



Rawhide Creek WFPO Plan-EA Monthly Meeting - Agenda

DATE AND TIME | January 31, 2022; 1:00 p.m. – 2:30 p.m.

PROJECT | Rawhide Creek WFPO Plan-EA

JEO PROJECT NO. | 200881.00

LOCATION | Virtual via Teams

Primary Discussion Topics

1. Hydrology and Hydraulics update
2. Data and modeling sharing

1. Project Milestones and Schedule Overview

Milestone	Meeting Name	Focus	Schedule
Kick-off Meeting	Kickoff Meeting	Project Overview & Planning Process	September 22, 2021
Public & Agency Scoping Meetings	Scoping Meetings #1	Scoping	November 18, 2021
Post-Discussion of Scoping	Post-Scoping	Hydrology & Hydraulics Purpose & Need Refinement Alternatives Identification	<i>Tentative: Early January 2022</i>
Review Data Collection Needs			
Alternatives Discussion			
Plan-EA Development Phase 30%	30%	Hydrology & Hydraulics, existing conditions	<i>Tentative: March 2022</i>
Review Conceptual Design Alternatives	Alternatives Review	Wetland/Aquatic Impacts 404(b)(1) analysis	<i>Tentative: May 2022</i>
<i>Cost/logistics/technology</i>			
<i>Avoid/minimize/mitigate</i>			
Plan-EA Development Phase 60%	60%	Alternatives Evaluation Economic Analysis	<i>Tentative: June 2022</i>
Review Clean Water Act (CWA)	Clean Water Act Review	Wetland/Aquatic Impacts 404(b)(1) analysis	<i>Tentative: August 2022</i>
<i>Requirements [including 404(b)(1)]</i>			
Plan-Development Phase 90%	90%	Alternative Selection Mitigation and other issues Next Steps in Process	<i>Tentative: September 2022</i>
Prepare Draft Plan-EA for NRCS submittal to NWMC	n/a	n/a	<i>Tentative: October 2022</i>
Public & Agency Scoping Meetings	Scoping Meetings #2	Presenting preferred alternative	<i>Tentative: December 2022</i>
Addressing NWMC review comments	Comment Review Meeting	Developing responses to comments from NWMC	
Public & interagency review	n/a	n/a	<i>March 2023</i>
Finalization of Plan-EA			
Prepare Final Plan-EA for NRCS submittal for Authorization			



Rawhide Creek WFPO Plan-EA Monthly Meeting - Agenda

2. H&H Modeling / Economic Analysis

- a. Existing conditions H&H models
 - i. Update on status of models
 - ii. Model sharing update

3. Upcoming Public Involvement

- a. Community meetings (4)
 - i. Tentative plan is for February, March timeframe (before 30% is finalized)
 - ii. Meet with local leaders (JWMAB members and others)
- b. One-on-one property owner meetings
 - i. Begin notifying at around the Alternatives Review meeting stage (May)

4. Alternative Identification & Analysis

- a. Will begin to outline alternatives in February-March

5. Plan-EA Document & NEPA Review

- a. Beginning to draft Chapters 1-3
- b. Update on NRCS and USACE

6. Data to Gather

- a. Excel spreadsheet of data requests

7. Budget Updates

- a. \$122,000 / \$669,300 (18%)

8. Questions/Needs/Next Steps

- a. Next Progress Meeting (Recurring meeting)
 - i. February 21, 2022; 1 PM to 2PM @ EM Office and Teams
- b. Summarize Action Items from today's meeting



Rawhide Creek WFPO Plan-EA Monthly Meeting - Minutes

DATE AND TIME | January 31, 2022; 1:00 p.m. – 2:30 p.m.

PROJECT | Rawhide Creek WFPO Plan-EA

JEO PROJECT NO. | 200881.00

LOCATION | Virtual via Teams

Attendees:

JEO: John Petersen, Lalit Jha, John Callen, Adam Rupe, Kevin Kruse, Coleen Ocken, Ann Nissen

NRD, County, Etc: Tom Smith, Tom Mountford, Sean Elliott, Pat Tawney, Dave Goedecken

Primary Discussion Topics

1. Hydrology and Hydraulics update
2. Data and modeling sharing

1. Project Milestones and Schedule Overview

Milestone	Meeting Name	Focus	Schedule
Kick-off Meeting	Kickoff Meeting	Project Overview & Planning Process	September 22, 2021
Public & Agency Scoping Meetings	Scoping Meetings #1	Scoping	November 18, 2021
Post Discussion of Scoping	Post-Scoping	Hydrology & Hydraulics Purpose & Need Refinement Alternatives Identification	<i>Tentative: Early January 2022</i>
Review Data Collection Needs			
Alternatives Discussion			
Plan-EA Development Phase 30%	30%	Hydrology & Hydraulics, existing conditions	<i>Tentative: March 2022</i>
Review Conceptual Design Alternatives	Alternatives Review	Wetland/Aquatic Impacts 404(b)(1) analysis	<i>Tentative: May 2022</i>
Cost/logistics/technology			
Avoid/minimize/mitigate			
Plan-EA Development Phase 60%	60%	Alternatives Evaluation Economic Analysis	<i>Tentative: June 2022</i>
Review Clean Water Act (CWA)	Clean Water Act Review	Wetland/Aquatic Impacts 404(b)(1) analysis	<i>Tentative: August 2022</i>
Requirements [including 404(b)(1)]			
Plan-Development Phase 90%	90%	Alternative Selection Mitigation and other issues Next Steps in Process	<i>Tentative: September 2022</i>
Prepare Draft Plan-EA for NRCS submittal to NWMC	n/a	n/a	<i>Tentative: October 2022</i>
Public & Agency Scoping Meetings	Scoping Meetings #2	Presenting preferred alternative	<i>Tentative: December 2022</i>
Addressing NWMC review comments	Comment Review Meeting	Developing responses to comments from NWMC	
Public & interagency review	n/a	n/a	<i>March 2023</i>
Finalization of Plan-EA			
Prepare Final Plan-EA for NRCS submittal for Authorization			



Rawhide Creek WFPO Plan-EA Monthly Meeting - Minutes

2. H&H Modeling / Economic Analysis

a. Existing conditions H&H models

i. Update on status of models

1. First run of existing conditions complete – focus of Rawhide Creek watershed and not overflow sources. Currently performing internal QC. It was noted there is not much for data calibration.
2. JEO / Ann showed some of the initial model results
3. Question about the east bank of the Fremont Cutoff Ditch – the road was raised, are there as-builts? And will it be strong enough to withstand a major flood? These are things we need to consider in our modeling and alternatives development.
4. The question was asked if we need to include dewatering flows or drain tile. Our consensus was not at this time due to the small amount of flow compared to major flood events that we are studying.
5. We are still looking for information about the 2016 flood to help with model calibration.
6. Next steps:
 - a. Meet with Larry and others to gain remaining data needs
 - b. Add/evaluate Shell Creek and Platte River overflows
 - c. Review Highway 30 impacts.

ii. Model sharing update

1. JEO Team met with FYRA in mid January to discuss model sharing. FYRA has not shared models yet due to some uncertainty with DNR review. JEO would like these models ASAP to continue moving forward. JEO can make our own assumptions, but it would be best all around to have consistent assumptions.
2. JEO is still trying to obtain Shell Creek model with the new railroad bridge, haven't had success getting this from Colfax County / Mainelli Wagner

3. Upcoming Public Involvement

a. Community meetings (4)

i. Tentative plan is for February, March timeframe (before 30% is finalized)

1. John P./JEO to send Tom S. some potential dates to start coordinating. Looking at meetings in North Bend and Fremont, including JWMAB members.

ii. Meet with local leaders (JWMAB members and others)

b. One-on-one property owner meetings

i. Begin notifying at around the Alternatives Review meeting stage (May)

4. Alternative Identification & Analysis

a. Will begin to outline alternatives in February-March

5. Plan-EA Document & NEPA Review

a. Beginning to draft Chapters 1-3

b. Update on NRCS and USACE



Rawhide Creek WFPO Plan-EA Monthly Meeting - Minutes

6. Data to Gather

- a. Excel spreadsheet of data requests

7. Budget Updates

- a. \$122,000 / \$669,300 (18%)

8. Questions/Needs/Next Steps

- a. Next Progress Meeting (Recurring meeting)
 - i. February 21, 2022; 1 PM to 2PM @ EM Office and Teams
 - ii. **Need to reschedule to 2/28 due to Holiday.**
- b. Summarize Action Items from today's meeting
 - i. **Tom S. to coordinate with FYRA on model status – complete, models provided by FYRA**
 - ii. **JEO to talk to Larry and Dave about 2016 event**
 - iii. **Tom S. to help coordinate finding info on Fremont Cutoff ditch road.**
 - iv. **John P. to reschedule next meeting due to holiday**
 - v. **John P. to send Tom S. potential dates for stakeholder meetings**

9. East Drainage –

- a. **Kevin Kruse gave short update, stated we are starting to evaluate 10+/- potential improvements.**

2022 NARD Legislative Conference

The 2022 NARD Legislative conference took place January 24-26 at Embassy Suites in Lincoln. I attended the Tuesday and Wednesday sessions, the following is my brief synopsis of the conference.

The Tuesday session began with color guard and Governor Ricketts opening remarks. The Governor highlighted his plan for the upcoming session and budget. He set the tone of the conference which revolved around the large influx of federal dollars to the state. The primary funding program to LPN's interest is the (LB 406) STAR WARS program which has allocated \$22 million to the District earmarked for flood reduction within the Wahoo Creek Watershed and Colfax County (Schuyler/Wolfe) areas. Governor Ricketts also made remarks to his plan in invoking water rights the State has in relation to Colorado through the South Platte River compact from 1923. His plans are to finish a forgotten canal project along with a series of reservoirs to protect the water resources granted to the State. This should get interesting...

A presentation from HDR, the consulting firm contracted to plan STAR WARS, followed and detailed the allocations made throughout the state. A heavy emphasis was placed on recreation, therefore big allotments went to state rec areas/parks: Lake McConaughy, Niobrara SP, Lewis and Clark SP, as well as a proposed ~4000 acre lake (NOT dam impoundment) in between Omaha and Lincoln. Essentially every conversation that followed throughout the conference came back to the feasibility of such a plan. This lake (as proposed) would not fall with the LPN boundaries and would likely fall into Ne G&P jurisdiction.

The proposed legislation presented no big discussions or disagreements. This all but eliminated the afternoon caucus as all bills passed on a consent vote in the morning session.

On Wednesday the conference was made up of breakout sessions; JEO presented on NRCS' WFPO program and several the projects they've been involved in. Of note, our Wahoo Creek Flood Reduction Plan is funded through this program.

At lunch Sen. Bostelman gave the keynote address; after saluting the NRD's for our 50 year anniversary he touched on a couple pertinent legislative topics. STAR WARS was briefed again, as well as LB806 which addresses a local concern regarding tile drain outlets causing damage to downstream landowners. The bill would eliminate a current clause protecting drainage owners from liability to neighboring landowners.

The legislature will be very busy during this session as they have the blessing/burden of dealing with a large influx of money to be allocated. I believe the LPNNRD is in a great position to leverage our allocation to designated priority areas and utilize the newfound funding to spread our local funds to other projects within the district.