

Operations Committee Meeting
Thursday, December 28, 2023 8:30 AM
Lower Platte North NRD Office
P.O. Box 126
Wahoo, NE 68066

1. UNFINISHED BUSINESS
There's nothing to consider as unfinished business.
2. WILD NE AND OTHER PROGRAMS
We have established fire breaks for the Wetland Renovation area to burn off the cattails in the work zone. The burn team would like the District staff to burn existing tree piles beforehand. We'll work on that immediately.
The dirt contractor, Pruss, has a tentative start date some time in January/February, weather permitting.
3. OPERATION & MAINTENANCE & OTHER ITEMS
The O & M staff continues to cut trees on project areas at Rawhide Ditch, Clear Creek Levee & Wanhoo area. Also, vehicle and equipment maintenance.
 - 3.A. Rehabilitation of Cottonwood 21-A, NRCS & HDR
Find attached the 30% Progress meeting notes and a Alternatives Screening Matrix from HDR. These are being reviewed by NRCS and NRD staff. Directors are also welcome to read and comment on the progress.
 - 3.B. Wanhoo Relief Well Cleaning
Rieschick Drilling has accomplished the first flow test on the eleven wells that will be cleaned. We don't know the schedule now because of the holidays and recent weather change.
 - 3.C. Intersection Hwy 77 & 109 Round-About
There are utilities to deal with in the new Round-About area on the Wanhoo dam. These utilities need to be removed, sealed/filtered, diaphragmed to prevent seepage and material movement in the event of a flood event. NDOT is dealing with water, sanitary & storm water utilities that are in the footprint of the construction. The City of Wahoo will deal with electrical & gas. JEO is working with the City of Wahoo. The staff met with John Petersen of JEO to discuss a contract for the remaining utilities. That contract proposal of \$33,560 is attached. John Petersen met with DNR Dam Safety to get more clarity on what should be done. He has not spoken to NDOT. Windstream says the District can do design and construction of a diaphragm around their lines.
The bidding & contract aspects can get really messy if it's piggybacked on NDOT's bid package. This will take some coordination between all entities and contractors.
 - 3.D. Wanhoo Cat Paw Sediment Removal
The staff is working with M.E. Collins on a contract to clean out the cat paw sediment basins in the wetland area of Wanhoo. Their quote is to excavate 10,000 CYDS and haul the dirt to the borrow pit area. Their estimated price is \$90,200 with

the proposal to purchase the 10,000 yds back for their use at 0.50/yd (see attached).
The staff is negotiating this buy-back price.

3.E. Vehicles Purchased

We have picked up the F-350 extended cab chassis and now will have the flatbed and running boards put on by Klute Truck Equipment. This truck is being subsidized by a FEMA grant.

We also purchased a 2023 Chevy Colorado Crew Cab from Husker Auto. The Water Dept. staff preferred the midsize truck over the full-size truck. We paid \$35,402.

4. ROCK AND JETTY

Jason Fiala is asking for assistance in repairing a portion of levee/berm on Skull Creek in Saunders County. See attached photos. No action was taken for the reason that no preventative maintenance was done on this berm in the past.

The City of North Bend has done maintenance on the North Bend Levee on the Platte River. There are two invoices, \$2,775 and \$6,333.50 for a total of \$9,108.50. This invoice is divided equally between the City Dodge County and the District with each entity paying \$3,036.17 (see attached). This site has not been inspected by NRD staff.

5. LAKE WANAHOO

5.A. Lake Wanahoo Permit Sales

For the month of November, the District received \$0.00 in annual park permit revenue. This closes out the 2023 annual permit sales season. The year by year break down is listed below.

Month	Monthly Total	YTD
November 2023	\$0.00	\$73017.50
November 2022	\$15.00	\$75262.50
November 2021	\$25.00	\$85681.85
November 2020	\$360.00	\$96317.50
November 2019	\$52.50	\$82252.50

5.B. Lake Wanahoo Camping Revenue

For the month of November, the District received \$2795.04 in camping revenue. The year by year comparison is listed below.

Month	Month Total	YTD
November 2023	\$2795.04	\$126421.26
November 2022	\$1641.37	\$127645.88
November 2021	\$1074.00	\$115714.08
November 2020	\$1404.78	\$132541.81
November 2019	\$1234.20	\$92176.80

5.C. Clint Johannes Education Building

During the month of December, the building was rented 17 times with two NRD events. Revenue for the month was \$1,325.

6. INFORMATION AND EDUCATION

6.A. Information

6.A.1. Radio & eAds

The KTIC radio ads and Wahoo newspaper e-ads during December featured the water reports deadline for mid-December. The January ads will feature the upcoming nitrogen certification classes.

6.A.2. Analytics

The LPNNRD Facebook/Twitter pages, and the website are some of the fastest ways to get information out to the public. Tracking analytics are a way to see how many people are seeing the information. Sometimes a decrease in reach or impressions can mean there is an error with the Facebook/Twitter pages or the website. Facebook and Twitter posts range from 10 - 15 posts per month. If you are on Facebook or Twitter, please like, follow, share, or retweet the Lower Platte North NRD posts!

Total reach/impressions show how many people saw the post/tweet. Engagements include likes, comments, shares/retweets and link clicks.

FACEBOOK	Total Reach	Engagements	Followers
December 1-26	2,381	135	1,501
November	4,072	138	1,501
October	3,103	137	1,499
September	4,517	215	1,493

Twitter is in the process of updating analytics. Some of this data may not be measured the same as it was in the previous months.

TWITTER	Total impressions	Engagements	Followers
December 1-26	711	51	411
November	682	16	411

October	1,148	54	411
September 2023	1,490	69	406

Top Posts on Facebook and Twitter:

- Coffee, Lakeside flyer
- RFP for tree clearing site viewing
- Docks taken out at Wanahoo
- Wanahoo Permits available
- Upcoming Nitrogen Certification classes

WEBSITE	Users	Traffic Channel	Top Pages	Devices
December 1-26	925	Organic -20.26% Direct 3.1% Referral -2.27% Social -81.58%	Home Lake Wanahoo Downloads Staff Czechland	No data
November	1,332	Organic -32.42% Direct -25.96% Referral -42.86% Social -81.58%	Lake Wanahoo Home Czechland Lake Staff Downloads	Desktop -11.03% Mobile -30.91 Tablet -53.13%
October	1,328	Organic -31.36% Direct -0.54% Referral -21.79% Social +245.45%	Lake Wanahoo Home Czechland Lake Staff Downloads	Mobile -33.66% Desktop -8.26% Tablet +3.45%
September	1,726	Organic 75% Direct 20.1% Referral 4.1% Social 0.8%	Lake Wanahoo Home Czechland Lake Outdoor Recreation Staff	Mobile 59.9% Desktop 38.4% Tablet 1.7%

Traffic channels: organic traffic means they use a search engine then choose an option that includes lpnnrd.org, direct traffic means they type in lpnnrd.org directly (or have it bookmarked), and referral traffic is any other traffic not from a search engine or social (such as a link from another site). As of mid-September changes for traffic channels and devices will show increase or decrease for the month.

Top referral clicks from: visitnebraska.com 4, nrdnet.org 19, Wahoo newspaper website (LPNNRD digital ad) 0
Clicks from Facebook: 7.
Clicks from Twitter: 0.

6.B. Education

6.B.1. Past Events

- **December 7th:** Lindsay Elementary 1st grade classroom visit. 13 students learned about animal adaptations.
- **December 13th:** Survival Club met with 14 students to teach them different knot tying techniques.
- **December 14th:** Coffee Lakeside hosted 22 attendees and gathered 11 water samples that were sent off to be tested.
- **December 18th:** St. Wenceslaus Classroom Visit--28 students went 'ice fishing' in the classroom. Pictures attached.
- **December 19th:** Wahoo High School Careers Class, interview 1 student for their mock job interview final.
- **December 20th:** Science and Scenes Night: Nature Journaling and Phenology. 10 people attended, pictures attached.

6.B.2. Future Events

January 11th: Coffee Lakeside, Renewable and Non-renewable Energy Sources. Flyer attached.

January 21st: Ice Fishing Event - flyer attached.

TBD: Survival Club, St. Wenceslaus, other classroom visits.

7. RURAL WATER SYSTEMS

7.A. Colon System

Routine monthly sampling completed, meters read and bills mailed 12/29.

7.B. Bruno System

Routine monthly sampling completed, meters read and bills mailed 12/29.

7.C. Other

Meeting Notes

Project:	Supplemental Watershed Plan-EA – Rehabilitation of Cottonwood 21A	
Subject:	Post-Scoping and 30% Progress Meeting	
Date:	Monday, November 20, 2023 9:00 – 10:30 a.m.	
Location:	Lower Platte North Natural Resources District/WebEx Call	
Attendees:	Melissa Baier, NRCS Robert Sullivan, NRCS Merceidez Fabok NRCS Jason Sall, NRCS Angela Kaup, USACE Bob Heimann, LPNNRD Gordon Coke, Flatwater Group Matt Wray, HDR	Andrew Richardson, NRCS Doug Christensen, NRCS Tom Mountford, NRCS Nicole Zimmerman, NRCS Wesley Young, NRCS Andy Nordstrom, Saunders County Eric Gottschalk, LPNRD Mellissa Marinovich, NGPC* Travis Hazard, Hazard Engineering Matt Pillard, HDR

*Melissa had a conflicting meeting and asked for meeting notes be provided.

- I. Meeting Objectives - Review scoping comments, coordinate on purpose and need, range and disposition of alternatives, and approach for hydraulics and hydrology and economic analysis.
- II. Scoping Overview
 - The scoping summary was reviewed
 - Public scoping
 - Included are meeting notes, materials, and sign-in sheets
 - No concerns noted
 - Good information from residents that were familiar with when the project was constructed.
 - Agency scoping – includes a summary of comments from scoping, meeting notes, and a placeholder for tribal coordination.
 - No comments of concern that would alter the scope of the effort.
- III. Purpose and Need
 - The background information contained in chapter 1 needs to be moved to chapter 3.
 - Mention depletions directly and needs to be put into other water management plans as well.
- IV. Scope of the EA

Standard list of resources will be addressed in the Watershed Plan-EA.

- V. Hydraulics and Hydrology Overview (this agenda topic was moved ahead of the Alternatives agenda topic)
- With Federal investment – 100% of Probably Maximum Flood (PMF) would have to pass through auxiliary spillway.
 - DNR criteria – 70% PMF) would have to pass through auxiliary spillway with minor structural improvements and 80% with major structural improvements.
 - The structure appears to be approximately half full of sediment.

- VI. Geotechnical Investigation
- Bob Sullivan had some more information on field investigation and lab support from NRCS that could be discussed in a separate meeting or phone call.
 - A preliminary findings meeting was held at NRCS to review initial geology review and desktop analysis.
 - A geotechnical investigative boring plan needs submitted for review by NRCS.

VII. Alternatives

The alternatives screening matrix was shared and the following alternatives under consideration were discussed:

- No Action/Future Without Project – This alternative evaluates the conditions of the most likely cause of a dam failure. In this case, it would be dam overtopping during the PMF.
- Future Without Federal Investment - In this case, the deficiencies identified by NDNR would still need to be addressed and the most likely course of action would be some form of decommissioning or lowering of the normal pool. Because NDNR criteria would need to be met, this alternative will advance for detailed study in the Plan-EA. It was discussed that lower the normal pool through modification of the principal spillway would be the most economical.
- Decommissioning/Non-Structural –
 - Reasonableness of Federal decommissioning was discussed – 3 structures would need to be bought out, flood impacts to agricultural land would need to be consider as well as downstream bridges and culverts that are not sized correctly and would have to be replaced.
 - Federal decommissioning would include restoration of disturbed areas back to pre-project conditions and inclusion of a culvert of some type for the road crossing.
 - Impacts to fish and wildlife habitat and recreation would nee to be considered.
 - The consideration of inclusion of non-structural elements to maintain the flood benefits were discussed to be included in this alternative. Because the current NRCS guidance requires a non-structural alternative to be carried forward for detailed study, there is no

advantage of including non-structural elements with Decommissioning.

- Due to cost of the decommissioning and loss of flood benefits, this alternative would not be carried forward.
- A Non-structural alternative would be carried forward. This would be buyouts of structures in the breach inundation zone that have water depths of greater than 1 ft and floodproofing of structures that have water depths of less than 1 ft. This alternative would also need to consider any modifications needed to meet Significant Dam Hazard criteria.
- Rehab to high hazard alternative
 - This is the most desirable alternative as it meets NDNR and NRCS criteria and maintains all other benefits.
 - Targeting 100-year sediment storage, but 50-year is NRCS policy. Justify the amount that can reasonably be accommodated.
 - Looking at potential of auxiliary spillway running to the directly east to a different channel and may require flowage easements on the channel.
 - Ultimately, one configuration of this alternative will advance for detailed analysis.
- Rehab to Significant hazard alternative - This would require buy outs downstream and in this case would be no different than the Non-structural alternative.
- Rehabilitation to Low Hazard Alternative – This alternative is not feasible due to the roadway and therefore will be eliminated from further analysis.

VIII. Economics Overview

- Economics evaluations are more entailed for rehab projects than before
- However, the shared methodology shows that we have it covered and are heading in the right direction.

IX. Schedule

- Early February timeframe for 60% Meeting
- Provide USACE with alternatives screening table to determine if an Alternatives meetings is needed in addition to the 90% progress review meeting
- Early May timeframe for 90% Meeting
- A snapshot the schedule will be provided.

SUPPLEMENTAL WATERSHED PLAN-EA – REHABILITATION OF COTTONWOOD 21-A
ALTERNATIVES SCREENING MATRIX

Alternatives	Option Description	Screening Methodology	Screening Results				Disposition of Options (Consideration for More Detail Study or Elimination)
			Purpose and Need	Reasonableness (NEPA)	Practicability (Cost, Logistics, Technology – 404(b)(1) Guidelines)	PR&G (Completeness, Effectiveness, Efficiency, Acceptability)	
Project Purpose: The purpose of the project is to bring the Cottonwood 21-A Dam into compliance with current NRCS and NeDNR dam performance, design, and safety standards.							
No Action/Future Without Project	This alternative assumes an uncontrolled breach of the structure. Most likely cause of breach would be due to dam overtopping because of inadequate auxiliary spillway capacity.	Evaluate alternative to determine if it meets the NeDNR and NRCS performance, design and safety standards.	No	Not evaluated because it does not meet Purpose and Need	Not evaluated because it does not meet Purpose and Need	Not evaluated because it does not meet Purpose and Need	Although the alternative does not meet Purpose and Need, it will be carried forward for further study.
Future Without Federal Investment (FWOFI)	This option is most likely course of action if NRCS would withdraw federal investment to the project and the SLO receives an order from NeDNR dam safety to resolve non-conformance. SLO would be required to maintain dam to NeDNR design standards but not NRCS design standards. The SLO would likely modify the principal spillway riser to accommodate lower permanent pool water elevation and obtain required flood storage for NeDNR dam safety compliance.	Evaluate alternative to determine if it meets the NeDNR and NRCS performance, design and safety standards.	Yes	Yes	Yes	Yes This Alternative is considered efficient and acceptable even though there would be a negative change in lake surface volume that would result in a potential minor change in recreational use and aquatic and wetland habitat.	This alternative will be carried forward for further study.
Dam Decommissioning	This alternative would include dam removal and modification to county road to perform as a grade control structure. This alternative includes site reclamation back to pre-project conditions, installation of adequately sized culvert to meet NRCS design standards. No private land purchase downstream, no flood control benefits.	Evaluate alternative to determine if it meets the NeDNR and NRCS performance, design and safety standards.	Yes	No. Alternative would create the need to re-map the FEMA 100-year floodplain and would likely result in four (4) residences within the 100-year floodplain. Decommissioning would reduce pond fringe wetlands, wetland habitat, water quality benefits, and increase impacts to downstream crop production. Downstream bridges and culverts are not sized correctly and would need replacement (at County's/Community expense) in order to minimize roadway overtopping and additional flood damages. Dam decommissioning is not a reasonable alternative due to the potential social and environmental impacts.	Yes	No. Cost of dam decommissioning is not insignificant due to the amount of reclamation needed. Alternative would create the need to re-map the FEMA 100-year floodplain and would likely result in four (4) residences within the 100-year floodplain. Decommissioning would reduce pond fringe wetlands, wetland habitat, water quality benefits, and increase impacts to downstream crop production. Downstream bridges and culverts are not sized correctly and would need replacement (at County's/Community expense) in order to minimize roadway overtopping and additional flood damages. The cost of dam decommissioning in addition to loss of benefits creates an	This alternative will not be carried forward because it is not reasonable, inefficient, and unacceptable to sponsor or community due cost, loss of flood benefits, loss of recreational benefits and habitat.

SUPPLEMENTAL WATERSHED PLAN-EA – REHABILITATION OF COTTONWOOD 21-A
ALTERNATIVES SCREENING MATRIX

						inefficient and unacceptable alternative.	
Non-Structural	<p>This alternative would include buying out properties in breach inundation zone that have water depth greater than 1 foot and floodproofing structures that have water depth less than 1 foot. This alternative would need to consider any modifications needed to meet Significant Dam Hazard criteria.</p> <p>Under this alternative, three (3) residences impacted and would need to be purchased for removal from impact area. One (1) additional home would have minor impact and need flood-proofing.</p>	Evaluate alternative to determine if it meets the NeDNR and NRCS performance, design and safety standards.	Yes	Yes.	Yes	<p>Yes</p> <p>While this alternative may not be supported by the owners of three (3) residences needing to be purchased and/or the one (1) additional residence that would require flood-proofing, the alternative is generally considered acceptable.</p>	This alternative will be carried forward for further study.
Structural Rehabilitation - to High Hazard	This alternative would rehabilitate the floodwater structure to current hazard status (High Hazard Class). This alternative would consider potential of auxiliary spillway running directly east to a new downstream channel and target at least 50-year sediment storage capacity.	Evaluate alternative to determine if it meets the NeDNR and NRCS performance, design and safety standards.	Yes	Yes	Yes	Yes	This alternative will be carried forward for further study.
Structural Rehabilitation – to Significant Hazard	This alternative would be the same as the Non-Structural alternative above.	Evaluate alternative to determine if it meets the NeDNR and NRCS performance, design and safety standards.	Yes	Yes	Yes	<p>Yes</p> <p>While this alternative may not be supported by the owners of three (3) residences needing to be purchased and/or the one (1) additional residence that would require flood-proofing, the alternative is generally considered acceptable.</p>	This alternative will be carried forward for further study (would be evaluated jointly with the Non-Structural Alternative as the actions needed to implement the alternative are identical).
Structural Rehabilitation – to Low Hazard	This alternative would rehabilitate the floodwater structure to Low Hazard status. Additionally, the county road would need to be removed.	Evaluate alternative to determine if it meets the NeDNR and NRCS performance, design and safety standards.	No.	<p>No</p> <p>To meet Low Hazard status, the county road would need to be closed and no impact to structures downstream. Closing the road is not a reasonable solution.</p>	Yes	<p>No</p> <p>This alternative would result in noticeable reduction in lake volume that would result in a noticeable loss of recreational use and loss of aquatic and wetland habitat.</p>	This will not be carried forward because closing the county road is not reasonable and unacceptable.



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

THIS IS AN AGREEMENT effective as of [Effective Date] between Lower Platte North NRD (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Lake Wanahoo Utilities Improvements (“Project”).

JEO Project Number: 232051.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$33,560.00
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

Engineer: JEO Consulting Group, Inc.

By: _____

By: John G. Petersen_____

Title: _____

Title: Project Manager_____

Date Signed: _____

Date Signed: 12/27/2023_____

Address for giving notices:

Address for giving notices:

Lower Platte North NRD_____

JEO Consulting Group, Inc._____

511 Commercial Park Rd_____

1937 North Chestnut Street_____

Wahoo, NE 68066_____

Wahoo, NE 68066_____



Exhibit A: Scope of Work
LOWER PLATTE NORTH NRD
Lake Wanhoo Utilities Improvements
Project Number: 232051.00

PROJECT OVERVIEW

The Nebraska Department of Transportation (NDOT) intends to reconstruct the intersection of Highways 77 and 109, located in northeast Wahoo. The Lake Wanhoo Dam embankment extends to and through the intersection to the east. Through coordination with the roadway project, several utilities were identified in the area. Some of the utilities were not properly designed or permitted in regard to dam safety and require some form of modification. The roadway project requires modification of some of those utilities and are being addressed by NDOT as part of the roadway project. Other utilities not being impacted by the roadway project still require modification. These modifications will be coordinated between the Lower Platte North NRD (LPN NRD), City of Wahoo, NDOT, Windstream, DNR Dam Safety, and others as necessary.

The LPN NRD has requested JEO assist them with the coordination and improvement of these utility modifications to obtain compliance with NeDNR Dam Safety. A summary of the utilities is as follows:

- Windstream: There are five (5) fiber/communication lines. One travels east-west through the northern part of the intersection. This line is high enough in the dam embankment that no modifications are required. Four additional lines are located near the western part of the intersection. These lines should be able to remain in place with the installation of a proper seepage diaphragm and outlet.
- City of Wahoo: The city has five (5) utilities in the area.
 - Water main and sewer main: These are being addressed through the NDOT project.
 - Two electrical lines need relocated outside of the dam embankment. One of these needs modification due to the roadway project.
 - A gas line is located in the eastern side of the intersection. This can remain in place with the installation of a seepage diaphragm.
- Other: NDOT is rehabilitating a storm sewer as part of the roadway project.

As owner of the dam, the LPN NRD needs to ensure these utilities are properly addressed. It is unclear at this time the best approach for coordinating utility improvements with design packages, contractors, and schedules. This scope of services makes assumptions as to a path forward, but an amendment may be required as the project progresses in order to meet the needs of all parties involved.

TASK SUMMARY

Phase 1 – Design

- Project Management
- Meetings and Coordination with Agencies
- Design Plans and Specifications
- NeDNR Dam Safety Compliance and Approval

Phase 2 – Construction

- Bidding Services
- Construction Observation
- NeDNR Dam Safety Close-out

SCOPE OF WORK

1 Design

1.1 Project Management

Provide monthly invoices and progress reports. Perform general internal project management and coordination.

1.2 Meetings and Coordination with Agencies

Hold meetings with various agencies (LPN NRD, City, NDOT, NeDNR) to review the proposed works and coordinate efforts. One formal progress meeting with LPN NRD is assumed. Two (2) formal meetings via Teams or in-person at the LPN NRD office or JEO Wahoo office are assumed for coordination with other agencies. Conduct phone calls and emails as necessary to facilitate information and coordination.

1.3 Design Plans and Specifications

JEO will develop design plans and specifications for the following improvements:

- Design of seepage diaphragm with outlet for the four Windstream lines.
- Design of seepage diaphragm with outlet for the gas line.
- Design of abandonment method and seepage diaphragm for the two electrical lines.

It is assumed that the City will design and construct relocation of the electrical lines and the LPN NRD is responsible for remediation of the old abandoned conduits.

It is assumed that design plans and specifications will be in JEO format and will not follow NDOT standards. The design and specifications of above improvements will be completed as one plan set and bid package.

1.4 NeDNR Dam Safety Compliance and Approval

JEO will coordinate with Dam Safety on the proposed improvements. JEO will submit a design package with short technical memorandum for Dam Safety review and approval.

Assumptions

- Design only of the improvements listed in 1.3.
- JEO standards
- No additional topographic survey is required
- One bid package
- No permits necessary beyond Dam Safety approval
- One review meeting with LPN NRD
- Two formal meetings with other agencies

2 Phase 2 – Construction

2.1 Bidding

Efforts will be made to combine construction activities between agencies, but this scope assumes the LPN NRD will be required to hire their own contractor to install the features listed in Section 1.3. One bid package will be created and JEO will perform the following tasks:

- 2.1.1 Obtain approval from LPN NRD to advertise for bids.
- 2.1.2 Provide assistance with authorizing advertisement for bids, setting the bid date and time.
- 2.1.3 Furnish electronic or paper copies of the plans, specifications, and contract documents as necessary.
- 2.1.4 No pre-bid meeting is anticipated.
- 2.1.5 Respond to inquires from prospective bidders and prepare addenda, as required.
- 2.1.6 Assist the LPN NRD in securing construction bids.
- 2.1.7 Assist the LPN NRD at the bid opening.
- 2.1.8 Tabulate, analyze, and make recommendation of award for the bids received.
- 2.1.9 Facilitate construction contract documents with selected bidder.

2.2 Construction

JEO will assist the LPN NRD through the construction process. The following tasks will be performed:

- 2.2.1 Schedule and conduct a pre-construction conference, consisting of one meeting. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Minutes of the Pre-construction Conference will be provided to all participants by the Engineer.
- 2.2.2 Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project.
- 2.2.3 Provide construction staking of the proposed improvements; including location and grade of the proposed improvements. Staking of all the proposed improvements will be completed during two (2) trips at no more than four (4) hours per trip.
- 2.2.4 Review shop drawings and related data supplied by the Contractor.
- 2.2.5 Monthly construction meetings are not anticipated. It is assumed that construction activities will be completed in less than one month once work commences.

- 2.2.6 Provide interpretation of the plans and specifications, when necessary.
 - 2.2.7 Review and process Contractor's payment application and change orders (if necessary) and provide to Owner for review and approval.
 - 2.2.8 Attendance at LPN NRD board meetings is not anticipated.
 - 2.2.9 Consult with and advise Owner during construction in regard to all aspects of the project.
 - 2.2.10 JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work. The duties and responsibilities of the RPR are described as follows:
 - a. Review of contractors work for general compliance with the plans and specifications.
 - b. Five (5) site visits are anticipated with a maximum of 40 hours total.
 - c. Complete Construction Observation Reports when on site.
 - d. Coordinate pay quantities with contractor and engineer.
 - e. Review of materials delivered to the site for specification compliance.
 - f. Assist the engineer in interpretation of the plans and specifications to the contractor.
 - g. Review and coordinate materials testing by assigned testing firm.
 - h. Attend progress meetings.
 - i. Compile records for use in preparing record drawings.
 - 2.2.11 Coordinate and review geotechnical testing results. It is assumed the contractor will be required to employ their own testing agency and supply the results to JEO and the LPN NRD for review and approval.
 - 2.2.12 Conduct a final inspection of project with the Contractor and Owner.
 - 2.2.13 Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
 - 2.2.14 Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
- 2.3 NeDNR Dam Safety Close-out
- 2.3.1 JEO will prepare and submit the proper close-out documents for NeDNR Dam Safety acceptance.

Project Fee

The scope outlined above is based upon information known at this time and an amendment may be required depending on final decisions for responsibility, design, and construction of the necessary improvements.

Owner will be billed monthly for services. Based on the above scope of services, a breakdown of the project fee is provided below. Additional services can be provided based upon current hourly rates as

requested by the owner. JEO will begin work immediately following the receipt of Notice to Proceed. JEO reserves the right to redistribute budget among tasks so long as the total fee amount does not change.

Fee Summary – Lake Wanahoo Utility Improvements

Phase 1 – Design	\$ 19,720.00
Phase 2 – Construction	\$ 13,840.00

Total (Hourly Not to Exceed) \$ 33,560.00

Services provided will be billed at JEO’s standard hourly rates updated in January.

SERVICES NOT INCLUDED

- Additional meetings not mentioned in the above scope
- Regulatory permits, wetland delineations or biological surveys (Section 404, floodplain, or other permit applications) beyond NeDNR Dam Safety
- Geotechnical investigations or analysis
- Material testing
- Other data collection not outlined in the scope of services
- Design plans and cost estimates beyond the improvements stated in this scope
- Property, deed, or title searches
- As-built survey data collection; as-built drawings.

PROJECT SCHEDULE

The anticipated project schedule is shown below. The final schedule will depend on coordination with the NDOT project and City of Wahoo improvements.

Project Kick-Off	January 2024
Agency Coordination	January – March 2024
Design	January – March 2024
Bidding	Spring 2024
Construction	Summer 2024

JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

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

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

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

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

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

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

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

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

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

Quotation

M.E. COLLINS CONTRACTING CO., INC.

P.O. Box83 980 E 25 th Street Wahoo, NE 68066

(402) 443-3663 FAX (402) 443-5013

SUBMITTED TO: **LOWER PLATTE NORTH N.R.D. C/O MR. ERIC GOTTSCHALK**
 PROJECT: LAKE WANAHOO CATSPAWS EXCAVATION
 LOCATION: NORTH OF COUNTY ROAD "O"
 LETTING: N/A

We hereby propose to furnish all the materials and perform all the work necessary for the above project as follows:

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
1	1.00	LS	MOBILIZATION	\$ 1,200.00	1,200.00
2	10,000.00	CYDS	CATSPAWS EXCAVATION AND HAUL TO NRD BORROW PIT	\$ 8.90	89,000.00
					-
3	TBD	CYDS	M.E. COLLINS PROPOSES TO PURCHASE THE STOCKPILED EXCAVATION FROM THE N.R.D. AT THE STATED UNIT PRICE. THIS STOCKPILE WILL BE LOCATED ON NRD PROPERTY ADJACENT TO AND SOUTH OF COUNTY ROAD "P". M.E. COLLINS WILL MEASURE THIS STOCKPILE WITH GPS EQUIPMENT TO DETERMINE FINAL QUANTITIES.	\$ 0.50	
Total Base Bid:					\$ 90,200.00

Final payment to be based on "as built" field measured quantities, unless otherwise stated.

The following items are not included:

*Staking
Traffic Control
Permits*

*Engineering
Erosion Control
Utility Work*

*Clearing and Grubbing
Testing
Seeding*

M. E. COLLINS CONTRACTING CO., INC.



By _____
 Eric Eddie
 Project Manager



April
100'





Dodge County, Nebraska

STATE OF NEBRASKA
County of Dodge ss.

Fremont, Nebraska December 7, 2023
 Claimant City of North Bend
 Address P.O. Box 401
 North Bend, NE 68649

DATE	DODGE CO. ACCT. # (For County Use Only)	DESCRIPTION	QUANTITY	PER UNIT	TOTAL COST
December 2023		Dike Work	2 invoices		\$9,108.50*
		Less 1/3 from NRD		-	3,036.17
		Less 1/3 from City of NB		-	3,036.17
		TOTAL CLAIM TO DODGE COUNTY			\$3,036.16
		(The City of North Bend has paid Lux, please submit your payment to the City)			
		Thank you!			

I, the undersigned, do solemnly swear that the several items, the services charged, the articles furnished, and the amount claimed as mentioned in the above claim are due and unpaid, after showing all just credit.

Amanda Gusse, City Clerk

OFFICIAL APPROVAL

Water Use Reports

Producers in the LPNNRD area that are required to report:

- special quantity areas
- received a variance for a new well
- acre expansion in the last 10 years

Report online by December 15
at <http://producer.lpnnrd.org>



LOWER PLATTE NORTH
Natural Resources District

Water Use Reports

Producers in the LPNNRD area that are required to report:

- special quantity areas
- received a variance for a new well
- acre expansion in the last 10 years

Report online by December 15 at <http://producer.lpnnrd.org>



LOWER PLATTE NORTH
Natural Resources District

Nitrogen Certification & Water Management Classes

Producers in the Lower Platte North NRD area who need Nitrogen certification can attend upcoming classes, take an online test, or request a paper test at lpnnrd.org



LOWER PLATTE NORTH
Natural Resources District

Nitrogen Certification & Water Management Classes

Producers in the Lower Platte North NRD area who need Nitrogen certification can attend upcoming classes, take an online test, or request a paper test at lpnnrd.org







How many fish did you catch?
Color in one of the fish.
Total number of fish caught: _____

How many fish did you catch?
Count the number of fish you caught and color them.
Total number of fish caught: _____

How many fish did you catch?
Count the number of fish caught and color them.
Total number of fish caught: _____

How many fish did you catch?
Count the number of fish caught and color them.
Total number of fish caught: _____

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How many fish did you catch?
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Total number of fish caught: _____



THE COLLINS CONSTRUCTION
DODD TECHNOLOGY
UNION BANK (BUS)
BOB HENNING CONTRACTORS
MARTIN CONTRACTORS
SULLY DRYWALL
WILSON CONTRACTORS
WILSON CONTRACTORS





LIFETIME

LIFETIME

Junior Phenology Journal
Nature's Calendar

Phenology Journal
Nature's Calendar

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LAKE WANAHOO

Introduction: Goals

- Question 1 – What do you want to learn today about groundwater?
 - Water Quality
 - Nitrates
 - Other Contaminants
 - Health Implications
 - Water Quantity
 - Management Areas
 - Water Levels
 - Drought
- Question 2 – Who owns the groundwater in the State of Nebraska?

**LOCAL SOLUTIONS
Water Management**

Nebraska's business leaders have a leadership responsibility for ensuring the quality and quantity of our groundwater resources.

- WATER QUANTITY**
 - Groundwater Recharge
 - Irrigation Efficiency
 - Well Drilling
 - Blue Water
- WATER QUALITY**
 - Well Decommissioning
 - Best Management Practices
 - Nitrate Management
 - Recycling Programs
- RURAL WATER SYSTEMS**
 - Second 100th: Opened Road
 - Water Systems: After planting, the availability of water is critical to the health and well-being of the system.

A man in a blue jacket and brown pants is leaning over a table, organizing materials. On the table are a teal cooler, a blue bag with a lemon graphic, and some papers.

A group of people is seated at several round white tables, listening to a presentation. A man in a blue shirt is standing at the front of the room, presenting to the audience.

Groundwater Quantity



- 2000 active wells
- 4000 active irrigation wells
- Water Flow Meters – very useful tool in determining water use, which is very important in determining water in storage along with a lot of other calculations
- Handbooks on water levels
 - Can you tell when FWD is in a drought? Wet period?
 - Management suggestions?

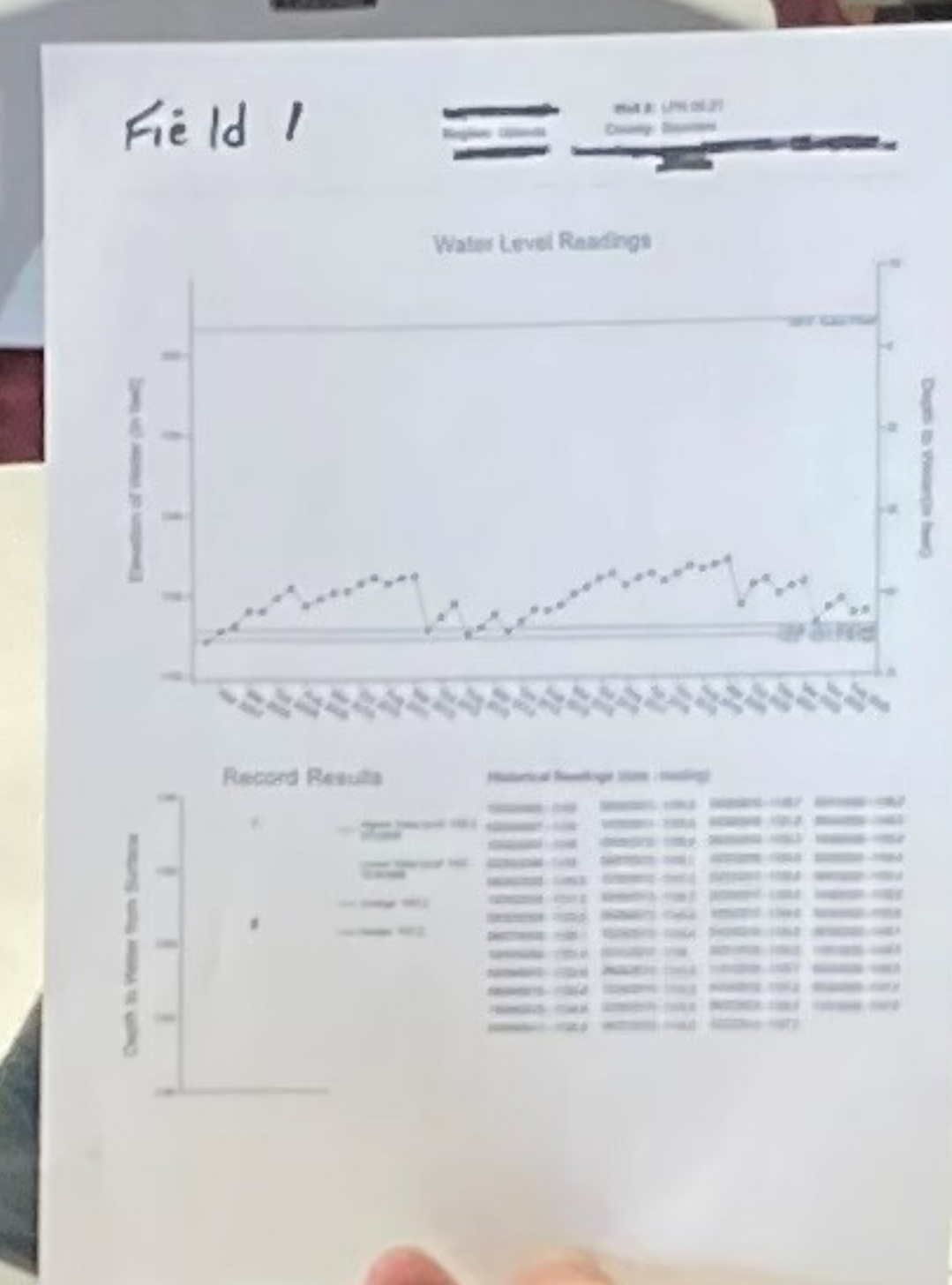
SOLUTIONS Management

Check out best practices for protecting the quality and flow of groundwater resources.

- Groundwater Recharge
- Irrigation Efficiency
- Well Planning
- Flow Meters

- Well Documenting
- Best Management Practices

MARKET-DRIVEN SYSTEMS





Community

ICE FISHING

Event

Inside and behind the
Clint Johannes Education Building
on East side of Lake Wanahoo

JANUARY 21
1-4 PM

NO EQUIPMENT NECESSARY!

Equipment and fishing instructions
provided by Nebraska Game and Parks.

Warm up inside with hot chocolate provided
by Lower Platte North NRD and Cornhusker
Fly Fishers will teach how to tie flies.

Already a passionate fisherman?
Bring your knowledge and skills to
teach the next generation!





Thursday

JANUARY 11

9:00 a.m. - 10:00 a.m.



RENEWABLE AND NON-RENEWABLE RESOURCES

Did you know in 2022, 13% of the energy consumption in the U.S. came from renewable energy sources? Or that Nebraska ranks 4th in the nation for potential wind power generation? Join Sydney Abbott, LPNDRD Education Coordinator, as she discusses the plethora of ways we are meeting our energy needs by hitting on the pros and cons of each, helping us to see the bigger picture.

Join us every month for a “Coffee, Lakeside” educational event at the Clint Johannes Education Building at Lake Wanhoo, located at 1655 County Road 16, Wahoo. Each month will focus on a new topic, with hot coffee and fresh donuts available to all who attend.

Are you curious about a specific topic and want to learn more?
Email your topic suggestions to sabbott@lpnndrd.org

