



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581
P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

Agenda Item #9

Memorandum

Date: May 15, 2026
To: Urban Subcommittee
From: Drew Bullett, Projects Coordinator
Subject: Urban Subcommittee Meeting Minutes –May 2026

The Urban Subcommittee met on May 14, 2026, at the NRD Office, at 5:30 pm. Subcommittee members participating included committee chair David Landis, Gary Aldridge, Chuck Hassebrook, Stephanie Matejka, Christine Lamberty, and Susan Seacrest. Others participating included Board Chair Bob Andersen, NRD staff David Potter, Jeremy Gehle, Bryce Jensen, Craig Matulka, and Drew Bullett. Blayne Renner from the City of Lincoln, Sara Mechtenberg, and Chris Furman from Houston Engineering, John Petersen from JEO, and Mike Naegle and Robert Meisinger from Copper Dollar Cove HOA were also in attendance. Subcommittee member Melissa Baker and Larry Ruth were absent. Director Landis called the meeting to order at 5:30 pm. The Subcommittee took action on five items. A quorum was present for the meeting.

A. Consideration of Community Assistance Program Application from Copper Dollar Cove for Principal Spillway Pipe and Riser Repair Project [ACTION]–

Craig Matulka gave background information on the Copper Dollar Cove Association principal spillway pipe and riser repair project. Copper Dollar Cove hired JEO as a consultant to assist in professional services for this repair. JEO recommended a cured-in-place pipe (CIPP) fix for the project. John Petersen explained the process of the pipe and discussed how the association received a bid from Subsurface Inc in the amount of \$128,555.00 to line the pipe. Staff further discussed that this project does not follow the policy due to it not having design plans from an engineer of record. JEO assured this is an exceptional method and approved by DWEE. Staff also recommend waiving the policy because they have done similar work on their own pipes within the district. Questions and discussion continued on the CAP policy and contacting other agencies for funding.

It was moved by Seacrest, seconded by Matejka, and approved (6 yes, 0 no) by the Urban Subcommittee to recommend that the Board of Directors Waive the Community Assistance Program Policy for Needing Design Plans Approved by an Engineer of Record and Accept the Cost-Share Application from Copper Dollar Cover Homeowners' Association for the Principal Spillway Pipe and Riser Repair Project, not to exceed \$66,775.00.

B. Approval and Ratification of the Nebraska Environmental Trust Grant Contract between the Nebraska Environmental Trust and Lower Platte South Natural Resources District Regarding the Implementation for the Pecan Creek Wetland Complex [ACTION]–

David Potter presented background information on the NET grant awarded to the district for the Pecan Creek Wetland Complex. As part of the Agreement for the Deadmans Run Flood Reduction Project between LPSNRD and the Board of Regents of the University of Nebraska, there shall be development of a wetlands near the proposed detention basin on UNL's East Campus. The NRD will be responsible for the initial design

contract (which shall include grading, water conveyance considerations and potential interactions with the detention basin) and construction (site grading plus water conveyance function). UNL will be responsible for a more detailed design and all operation and maintenance of the wetlands.

The Pecan Creek Wetland Complex is a collaborative initiative led by LPSNRD, the City of Lincoln, and UNL. Located on UNL's East Campus, the project includes construction of four interconnected wetland cells designed to treat urban stormwater runoff from and improve water quality in Pecan Creek before it enters the impaired Deadmans Run. These wetlands will reduce pollutants such as sediment, nutrients, and E. coli, supporting Total Maximum Daily Load goals. The project will also function as a living laboratory for research and education. Monitoring equipment, such as flow meters, ISCO samplers, and water quality sensors, will be installed to track water quality and flow and a donated trailer will be repurposed to serve as an on-site education center. Students from UNL, Lincoln Public Schools, and Omaha Public Schools will engage in hands-on learning and Platte Basin Timelapse will document the transformation through visual storytelling. The project is sustainable, with long-term maintenance supported by UNL and adaptive management through continuous data collection. It offers measurable environmental benefits, fosters community engagement, and promotes the conservation of wetlands and associated habitats in Nebraska.

With the assistance of Houston Engineers as part of their professional services agreement for the Deadmans Run Flood Reduction Project, LPSNRD submitted a grant application to NET and was successfully ranked by NET as a recommended project. The total project cost is \$1,145,248, with \$687,148 requested from the NET and \$458,100 provided as local cash match equally split by LPSNRD and the City of Lincoln. LPSNRD was notified of the successful ranking but then the Legislature was considering a sweep of the NET funds, which placed the grant at risk. Moving through the state budget process, the grant funds looked to be more secure for those "recommend" projects that were under contract and a formal grant contract was provided to LPSNRD. Prior to the state budget being approved, the NET grant was signed by the General Manager on behalf of the District so that the project funds would be shielded from potential targeting and sweeping, which would eliminate the possibility of grant funding for the project during the timeframe necessary to proceed on the project. Now that the NET grant has been signed, the subcommittee and board need to approve the NET Grant and ratify the General Manager's authorization as per Operating Policy C-10.

It was moved by Matejka, seconded by Hassebrook, and approved (6 yes, 0 no) by the Urban Subcommittee to recommend that the Board of Directors approve the Nebraska Environmental Trust Grant Contract between the Nebraska Environmental Trust and Lower Platte South Natural Resources District Regarding the Implementation for the Pecan Creek Wetland Complex and Ratify the General Manager's authorization.

C. Consideration of Amendment NO. 1 for Professional Services of the Deadman's Run Flood Reduction Project [ACTION]–

Potter presented information on Amendment NO.1 stating that after the cost of the Deadmans Run Flood Reduction Project (DMRFRP) was nearing an estimated \$60 million by USACE, the District and the City of Lincoln retained Houston Engineering to perform a value engineering study to investigate alternate options to lower the project cost. LPSNRD and the city then asked Houston Engineering to provide a proposal for engineering services to perform site investigation, design, permitting, development of plans and specifications, bidding assistance, construction administration, and observation services. Also included in the agreement were services for preliminary design and grant application assistance for the proposed UNL Wetlands Project which is a component of the overall DMRFRP. As per an approved interlocal agreement between the District and the city, the LPSNRD Board approved a professional services agreement with Houston Engineering in August 2024 for \$2,590,009.

LPSNRD applied for and was awarded a multi-year Nebraska Environmental Trust Grant to design and construct the Pecan Creek Wetland Complex on UNL East Campus. With the grant secured, Houston Engineering has been asked to provide additional services needed to complete the Wetland Complex. Amendment No. 1 to the Professional Services Proposal and Agreement (attached) will provide coordination, final design, construction documents, construction observation, and permitting services for the Pecan Creek Wetland Complex.

The original agreement approved in August 2024 can be found at:

<https://www.lpsnrd.org/sites/default/files/8.22.2024%20-%20Executable%20PSA%20DMR%20DesPermBidConst.pdf>

It was moved by Hassebrook, seconded by Seacrest, and approved (5 yes, 0 no, and 1 Present) by the Urban Subcommittee to recommend that the Board of Directors approve Amendment No. 1 to the Professional Services Agreement from Houston Engineering for the Deadmans Run Flood Reduction Project in the amount not to exceed \$145,334.00.

D. Consideration of Bids for the Deadmans Run NRD Basin Project [ACTION]–

Drew Bullett provided background information on the district-owned property near 56th and Holdredge that is part of the Deadmans Run Flood Reduction Project (DMRFRP). Recently, trees were removed to make way for the construction of a detention basin and diversion structure (Phase 1 of DMRFRP). The project was advertised for three weeks, had a mandatory pre-bid meeting, and a bid opening on May 7th. The district received five bids from contractors, with the lowest responsible bid of \$1,639,945.00 from High Plains Structural Group. Houston Engineering has reviewed the bids and recommended awarding the project to High Plains Structural Group. Houston Engineering, the city, and the district all reference checked the contractor, since we have not worked with them before. As such, they have performed satisfactory work for other agencies and are recommended by the district and city of Lincoln. Questions and discussion followed on the bids, budget, and funding partners.

- Work Type: Construction
- Budget: Included in FY27 Budget
- Funding: NRD/City of Lincoln/Water Sustainability Fund
- Amount: \$1,639,945.00
- Start: Upon Board Approval/June 2026
- Completion: December 2026
- Delays: Weather
- Permits: Floodplain/SWPPP
- Access: No Concerns. Easements Acquired
- Payers, Players, & Partners: NRD, City of Lincoln, Houston, High Plains Structural Group, WSF
- Deliverables: Constructed Detention Basin and Diversion Structure

It was moved by Seacrest, seconded by Hassebrook, and approved (5 yes, 0 no, and 1 Present) by the Urban Subcommittee to recommend that the Board of Directors approve the low bid from High Plains Structural Group for the Deadmans Run Flood Reduction Phase 1 construction project in the amount not to exceed \$1,639,945.00.

E. Consideration of Amendment NO. 1 for Professional Services of the P Street Drainage Pipe Repair/Replacement Project [ACTION]–

Bryce Jensen presented background information on the Amendment NO.1 for Professional Services of the P Street drainage pipe repair and replacement project. In 2022, the district entered into an agreement with Houston Engineering for engineering services on two (2) Salt Creek drainage structures located at P Street. Project scope deliverables include design, permitting, and landowner agreements to abandon multiple culverts that penetrate

the east and west levees, design a new drainage ditch, and design of a new drainage structure. Addressing extensive requests for information by USACE, the hired consultant has exceeded the contracted fee for permitting on the project. The contract amendment covers work to complete required redesigns associated with comments from USACE to obtain 408 authorizations. This additional fee will allow Houston Engineering to finish the design and get the project to the next phase (Bidding). Questions and discussion followed on the budget and legal counsel review. The original professional services agreement can be found at:

<https://www.lpsnrd.org/sites/default/files/2022.08.29%20PSA%20000173-0003%20-%20Drainage%20Pipe%20Repair-Replacement%20-%20Executed.pdf>

It was moved by Matejka, seconded by Hassebrook, and approved (6 yes, 0 no) by the Urban Subcommittee to recommend that the Board of Directors approve Amendment No. 1 to the Professional Services Agreement for the Drainage Pipe Repair/Replacement STA 183+86L (P Street) and STA 184+90R (P Street) with Houston Engineering in the amount not to exceed \$35,003.00.

Adjourn: 6:27

Enclosures.

cc: Bob Andersen, Corey Wasserburger



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A.

Memorandum

Date: May 14th, 2026

To: LPSNRD- Urban Subcommittee

From: Craig Matulka, Stormwater/Watershed Specialist

Subject: Copper Dollar Cove HOA-Construction Phase Request

The Copper Dollar Cove Home Owners Association has submitted a request for cost-share assistance through the Community Assistance Program from the Lower Platte South Natural Resources District for the lining of a Riser and Outlet pipe on the Copper Dollar Cove HOA's Dam, Construction Phase. The overall scope of the project consists of installing an Omega Cured-In-Place liner from Subsurface Inc. in the existing Dam pipe.

An evaluation of the existing Pipe in the Dam was completed this spring by JEO Consulting Group. It was determined that the principal spillway pipe and riser structure are suffering from corrosion and in need of repair. Rust has deteriorated the corrugated metal pipe in many locations, if this deterioration continues without repair, a more costly cut and cover rehab project with a new riser and pipe would be needed.

JEO is recommending a Cast-In-Place liner to be installed by Subsurface Inc. to repair this existing pipe. The CIPP liner consists of a synthetic membrane that is stretched through the pipe and is cured to the host pipe through the use of ultraviolet light. It is anticipated by JEO that the CIPP liner would extend the life of the spillway system by at least another 50 years.

Copper Dollar Cove HOA is also asking the LPSNRD to waive the existing CAP policy that requires a signed set of design plans. The proposed pipe rehabilitation project does not require signed and sealed plans for approval from the State of NE, Dam Safety Department. JEO has agreed to coordinate and manage the Construction Phase of this project.

The total of the eligible costs for the Construction Phase from JEO and Subsurface Inc., for the Copper Dollar Cove HOA pipelining project is **\$133,550.00**. The Copper Dollar Cove HOA is requesting reimbursement from the LPSNRD for 50% of the construction phase eligible costs, which totals **\$66,775.00**. LPSNRD staff is recommending a 50% reimbursement of the Construction Phase eligible costs, which is **\$66,775.00**.



Copper Dollar Cove Homeowner's Association

CopperDollarCove@Yahoo.com

02 April 2026

Mr. David Potter
Lower Platte South NRD
3125 Portia Street
Lincoln, NE 68521

Copper Dollar Cove – Copper Penny Lake Dam Repair

Dear Mr. Potter,

The Copper Dollar Cove Homeowner's Association (HOA) is actively seeking to repair the corroding principal spillway pipe and riser of the HOA's Copper Penny Dam, approximately four miles west of Plattsmouth, NE. Our community is responsible for lake maintenance and thus the local homeowners need to gather funding to address this issue proactively to extend the lifespan of the aging spillway pipe and riser, preventing any potential damage to the earthen dam due to spillway degradation or failure.

In alignment with the Lower Platte South Natural Resources District's (NRD) interests and goals, Copper Penny Lake provides water quality benefit to our local Fourmile Creek watershed. 387 acres of cropland drains to the Lake where sediment is deposited, and nutrient-rich runoff is treated by wetland and aquatic vegetation. The dam also provides a secondary benefit of flood risk reduction to the watershed. The HOA wants to do its part to address this repair as soon as possible to mitigate any risk and preserve the water quality and flood risk reduction benefits Copper Penny Lake provides to the Fourmile Creek watershed.

Our HOA has solicited engineering services from JEO Consulting Group (JEO) to help us determine the best course of action for the repair. Upon the Engineer's recommendation (see the attached engineering memo), the HOA obtained an estimate of cost from a qualified Contractor (Subsurface, Inc.) amounting to \$128,550. Please refer to the attached estimate for any additional details. As mentioned above, we have an existing agreement with JEO for Pre-Construction Phase services. We also intend to extend that agreement with them for assistance during the construction phase, which they have provided a scope of services for an additional \$5,000.

As constituents of the NRD and stewards of a dam that provides benefit beyond our community, we are requesting your aid for the construction phase as part of the Community Assistance Program (CAP). We understand the program may reimburse up to 50% of the construction and future engineering costs.

We also ask that the NRD waive the CAP policy requiring signed design plans. The proposed pipe rehabilitation project does not require signed and sealed plans for approval from the state's Dam Safety Department. This type of rehabilitation project has been completed numerous times throughout the state and within your district with great success.

We are requesting aid from your program for these costs, of which 50% would be \$66,775.00. We are very grateful for your time in reviewing our request and are available for any additional questions or concerns at your convenience.

Sincerely

A handwritten signature in blue ink, appearing to read 'M. Naegle', with a stylized flourish at the end.

Michael Naegle, HOA Board Member

Enclosures

A - JEO Consulting Group, Inc. Engineering Memo

B - SubSurface, Inc. Estimate of Construction Cost

C - JEO Consulting Group, Inc. Construction Observation Scope and Fee



Copper Penny Dam Repair

Copper Dollar Cove HOA – Cass County, NE

Prepared By: John Petersen, PE
JEO Project # 260771.00

BACKGROUND

The Copper Dollar Cove Homeowners Association (HOA, Owner) solicited JEO Consulting Group’s (JEO) engineering services to determine what is necessary to resolve principal spillway concerns noted in the Nebraska Department of Water, Energy, and Environment’s (DWEE) April 18th, 2019 inspection report of the Owner’s Copper Penny Dam. The Owner contacted JEO to provide services to coordinate with DWEE regarding the concerns and potential replacement options for the principal spillway and riser structure, as well as Contractor coordination for constructability.

EVALUATION

Upon visiting the site (see Figures 1-2) and reviewing as-built drawings, past DWEE inspection reports, and DWEE video inspection of the spillway pipe (see Figure 3), it was determined that the principal spillway pipe and riser structure are suffering from corrosion and in need of repair. Rust has deteriorated the corrugated metal spillway pipe at many locations, particularly along the pipe’s flowline and at riveted sheet metal connections.

RECOMMENDATION

If this deterioration is left unchecked, risks associated with leaking, piping, and pipe deformation are likely to increase and result in the need for complete removal and replacement of the principal spillway pipe and riser structure. JEO recommends installing a cured-in-place pipe (CIPP) liner of the riser and outlet pipe to extend the life of the spillway system and prevent any potential damage to the earthen dam due to spillway degradation or failure.

A CIPP liner consists of a synthetic membrane that is stretched through the riser and the spillway pipes. The liner is cured to the host pipe through the use of ultraviolet light. This methodology has been used throughout the state with great success and is much less invasive as other traditional methods such as full spillway replacement or grout lining. It is anticipated that a CIPP liner would extend the life of the spillway system by at least another 50 years.

Contingent upon review and approval by DWEE, JEO recommends the HOA to contract with Subsurface, Inc., a Contractor experienced in CIPP installation, to perform the recommended riser and outlet pipe repair. Subsurface, Inc. has provided the HOA with an estimate of cost dated March 17, 2026 amounting to \$128,550. This cost is reasonable for this particular dam and is much less than what traditional ‘cut and cover’ replacement will run if the degradation is left unchecked.



JEO CONSULTING GROUP INC

11213 Davenport St Suite 200 | Omaha, Nebraska 68154 | p: 402.934.3680
www.jeo.com



Figure 1: Spillway Riser and Top of Dam (JEO Site Visit, February 25, 2026)



Figure 2: Spillway Outfall (JEO Site Visit, February 25, 2026)



Figure 3: Typical Corrosion of Principal Spillway Pipe Wall (DWEE CCTV, August 26, 2022)

Mailing address:
P.O. Box 37
Moorhead, MN 56561-0037
Email: gary@subsurface-inc.com



Physical Address:
4166 31st Ave. S., Ste 100
Fargo, ND 58104
Phone (701)997-5040

Estimate of Cost

Date: March 17, 2026

To: Charlie Fankhauser
Water Resource Engineer
JEO Consulting Group
2000 Q Street Suite 500
Lincoln, NE 68503

RE: **Copper Penny Dam** - Cured-In-Place Lining of Riser Pipe and Spillway Pipe at One (1) Dam Site for JEO/Copper Penny HOA

Subsurface, Inc hereby provides this “opinion of cost” which includes supervision, labor, equipment, and materials to install an Omega UV Cured-In-Place liner in one (1) existing riser pipe and (1) existing spillway pipes as requested and called out below using only information provided by JEO/Copper Penny HOA and does not constitute an engineering design or formal proposal to complete the installation(s)..

Site Copper Penny HOA Dam (1) 48” x 18.0’ Riser and 165’ x 36” CMP Outfall

• Mobilization	\$ 15,000.00
• Furnish and Install 48” UV CIPP \$1,500.00/VF	\$ 27,000.00
• Furnish and Install 36” UV CIPP \$450.00/LF	\$ 74,250.00
• Furnish and Install epoxy to seal Riser/Outfall connection	\$ 1,300.00
• Dewatering Plunge Pool (See note below)	\$ 3,000.00
• Pontoon access to inlet	\$ 8,000.00
• Site Total:	\$ 128,550.00

Estimated Total: **\$ 128,550.00**

.....**One Hundred Twenty-Eight Thousand Five Hundred Fifty d 00/100’s**.....

Note(s): Mobilization is based on one single base mobilization to complete both the riser and outfall.
Access and access routes shall be provided by owner.
Site restoration shall be the responsibility of owner.
Dewatering will be evaluated and negotiated prior to liner installation and billed accordingly.
Traffic Control -NA-.
Minor invert repair to facilitate the liner installation is included. Chemical Grouting of any known or unknown voids around pipe(s) will be evaluated, negotiated and billed accordingly.
Final quantities billed will be verified by actual field installation dimensions.

This is an opinion of cost only, based on information provided and is subject to change. Any additional details provided including current internal CCTV inspection of both riser and outfall and access to riser in lake is to be determined and/or provided by owner and will influence this opinion of cost.

Glenn L Dobson *3/17/2026*

Glenn Dobson Date
Subsurface, Inc

Owner Date



**AMENDMENT #1 TO AGREEMENT
COPPER DOLLAR COVE HOA – COPPER PENNY DAM SPILLWAY REPAIR
JEO PROJECT NO. 260771.00**

REFERENCE:

Agreement executed March 6, 2026.

PROJECT DESCRIPTION

In March 2026, JEO and the Copper Dollar Cove Homeowner’s Association entered into an agreement for JEO to provide support in coordinating a cured-in-place pipe (CIPP) liner repair to the outlet works of the Copper Penny Dam. JEO identified a contractor able to perform this service, attended a site visit with the contractor, and obtained a proposal from the contractor to perform the work.

JEO also initiated and assisted the HOA in evaluating potential cost-share assistance from the Lower Platte South NRD (NRD). The NRD has a cost-share program that could potentially provide up to 50% funding assistance for the project for any work not completed to date. This cost-share could include both the actual construction costs and JEO’s fees for engineering assistance during the construction phase. At the writing of this amendment, a request for NRD cost-share is being developed, but no funding is guaranteed.

This Amendment will refine the original agreement to include construction phase engineering services.

AMENDMENT #2 SCOPE OF WORK

2. CONSTRUCTION PHASE

- 2.1. Assist the HOA in entering into agreement with Subsurface, Inc. for installation of the cured-in-place pipe liner.
- 2.2. Perform up to two (2) construction site visits to verify proper installation.
- 2.3. Perform general coordination with HOA and Contractor, including review of pay application from the Contractor.
- 2.4. Assist the HOA in requesting reimbursement from the LPS NRD, assuming NRD cost-share assistance is approved.



ADDITIONAL SERVICES NOT INCLUDED

- A. Preparation of engineering design plans or specifications of any modifications or improvements.

AMENDMENT FEE

No change in scope or fee is associated with Phase 1. This Amendment #1 adds the Phase 2 – Construction Phase engineering services:

Tasks	Contract Totals
Phase 1 – Pre-Construction	\$4,000.00
Amendment #1: Phase 2 – Construction	\$5,000.00
Revised Contract Total:	\$9,000.00

As the project progresses, JEO reserves the right to adjust budget between phases as long as the overall revised contract amount is not adjusted.

Michael Naegle, CDC HOA Board Member
Copper Dollar Cove HOA

Date: 4/2/26

John G. Petersen, PE
Senior Project Manager
Water Resources Department
JEO Consulting Group, Inc.

Date: 4/2/26

Nebraska Environmental Trust Grant Contract
Between the
Nebraska Environmental Trust
and
Lower Platte South Natural Resources District
Regarding the Implementation of a Grant Proposal
Pecan Creek Wetland Complex
Net Reference Number: 26-160

THIS GRANT AGREEMENT is made and entered into by and between the Nebraska Environmental Trust (NET) and **Lower Platte South Natural Resources District** (Sponsor) in accordance with Neb. Rev. Stat. Sec. 85-15,168 et. seq. the Nebraska Environmental Trust Act;

WHEREAS, the Sponsor applied to the NET for grant funds to facilitate completion of **Pecan Creek Wetland Complex (26-160)** (the Project), pursuant to the Nebraska Environmental Trust Act, and

WHEREAS, following evaluation of the application and any attachments, the Nebraska Environmental Trust Board approved a grant of up to **\$687,148** the Sponsor, subject to available funds and appropriations.

WHEREAS, the Sponsor agrees to comply with all provisions of the Nebraska Environmental Trust Act, Neb. Rev. Stat. Section 85-15,168 et. seq., Nebraska Administrative Code Title 137, Rules and Regulations Governing Activities of the Nebraska Environmental Trust (Title 137), pertinent provisions of the Adopted Policies of the Nebraska Environmental Trust and the terms of this Agreement, and

WHEREAS, Sponsor intends to use the funds as set out in this Agreement;

NOW, THEREFORE, the parties do hereby agree to the terms and requirements of this Agreement as follows:

I. TERM OF THE AGREEMENT

This Agreement will begin on the date it is executed by NET and will remain in effect until all identified tasks are completed for this Project unless terminated under this Agreement, but will not remain in effect past **6/30/2029** (Project End Date). The Grant Period shall be the time between the execution of this Agreement by the NET and the Project End Date. No funds will be released until the start of the Grant Period, and all prerequisites of the NET Letter of Approval have been satisfied. All required activities and services, except for submission of final reports, administration, and audit, must be completed by or before the Project End Date. The provisions of this Agreement that survive the Project End Date include items that have a greater longevity (i.e. depreciation of personal property, easements, final report).

No assignment or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by the Sponsor shall be valid unless and until it is approved by the NET and made subject to reasonable terms and conditions as the NET may impose.

II. AMOUNT OF GRANT AND BUDGET OUTLINE

The Sponsor will be awarded up to **\$687,148** (Project Costs) to accomplish the Project.

1. **BUDGET OUTLINE AND DISBURSEMENT SCHEDULE.** The final budget outline and disbursement schedule, whether it was submitted with the application or revised at the request of the NET, is made part of this Agreement. The Sponsor is required to stay within the submitted budget categories. Any changes to the limit of a budget category require a contract amendment. NET will not reimburse the Sponsor for any expenditure that occurred prior to the Grant Period.

If the project was a multi-year application, the NET Board approved funds for additional years. Each year of funding is subject to the prior year's project performance and milestone completion. Rollover funds from one year to the next will be evaluated based on grant performance and are not guaranteed.

- a. **GENERAL ADMINISTRATIVE EXPENSES.** The NET limits the amount of General Administrative Expense for a grant. Costs that are administrative in nature and are in direct support of a project activity should be charged to the project activity and not to General Administration. General Administration expenses relate solely to administration of the grant and project file. General Administration Expenses shall refer to those expenses related to overall administration, including (but not limited to) salaries, wages, employer's share of social security and Medicare taxes, workers' compensation, unemployment insurance, and employer-provided health, dental, or vision insurance premiums of Sponsor staff or others engaged in grant management, implementation, monitoring, and evaluation. General Administration Expenses shall not exceed 5% of Project Costs or \$10,000, whichever is less.

The following limits apply to reimbursements for General Administrative Expenses: wages, per employee, shall be limited to a 40-hour work week; the employer's share of Social Security taxes and Medicare taxes on wages shall be limited to 7.65% of gross wages; the employer's share of employer-provided health, dental, or vision insurance premiums, which shall not exceed the actual cost or up to \$5.00 per hour in total, whichever is less.

- b. **REQUIRED DOCUMENTATION.**
 - 1) **Personnel Expenses:** submit a copy of the paycheck stub or payroll record showing hourly rate and hours and dates worked. Submit a copy of Federal Form 941 if requesting reimbursement of the employer's share of Social Security and Medicare taxes or other proof of taxes paid.
 - 2) **Supply and Operating Expenses:** submit a detailed dated invoice or receipt.
 - 3) **Travel Expenses:** submit a copy of the detailed, itemized receipt for food, hotel, and public transportation expenses. Submit a log for mileage for reimbursement

of business miles with date, starting and ending location, miles traveled and purpose for the travel.

- 4) Contractual Expenses: submit a copy of the detailed invoice and image of the cancelled check or proof of payment acceptable to NET.
 - 5) Personal Property Expenses: submit a copy of the detailed invoice (listing make, model, and serial number of item) and image of the cancelled check or proof of payment acceptable to NET.
 - 6) Cash Match Expenses: submit a detailed list of expenses and calculations used for cash match.
 - 7) Utility Expenses: submit a copy of the detailed bill; landline telephone, cell phone services, internet, and other utilities are reimbursable only if the service contract is billed to the Sponsor.
2. MATCHING FUNDS. Matching funds, as identified in the application, shall be proportionally injected into the Project as NET funded activities are drawn down. Matching funds are cash match. The NET may waive this requirement for some or all of the Project upon a written request by the Sponsor.
3. NON-REIMBURSABLE PERSONNEL EXPENSES. The following personnel expenses will not be reimbursed with grant funds: actual wages more than a 40-hour work week; health, dental, and vision insurance costs over \$5.00 per hour, limited to a 40-hour work week.

Non-reimbursable personnel costs that cannot be used as match: life insurance costs; retirement account contributions; tuition or higher education paid as an employee benefit; a payout for unused sick or vacation leave; indirect costs as a percentage of gross wages; any bonuses.

If Sponsor uses indirect costs as a cash match to the grant, the NET will not reimburse costs for office rent, utilities, phone, internet, printing, etc.

4. FEDERAL RATE REIMBURSEMENT. Same-day meals and lodging expenses are not permitted for reimbursement. Travel must be at least two days (overnight) and the destination at least 60 miles from the workplace to be eligible for reimbursement. Reimbursement for meals and lodging for overnight travel will be reimbursed at the actual cost of said expenses except that this reimbursement shall be capped at the Federal rate per meal for food and per day for lodging. Alcohol reimbursement is prohibited.

Mileage may be reimbursed for both same-day and overnight travel at the current standard IRS mileage rate.

5. REIMBURSEMENT REQUEST FORMS. To request payment of allowable expenses, the Sponsor must submit a request for payment in the manner and form prescribed by the NET. Invoices over 180 days old at the time of the reimbursement request will not be allowed. The NET may waive this requirement upon a written request by the Sponsor. The Sponsor has 90 days from the Project End Date to submit a final reimbursement request with an invoice incurred before the Project End Date.
6. RETAINAGE. NET reserves the right to retain a portion of each requested reimbursement in an amount or percentage determined by NET.
7. UNAUTHORIZED EXPENSES. Sponsor will not be reimbursed for unauthorized expenditures, including, but not limited to, late fees on invoices.
8. REIMBURSEMENT TIMING. Reimbursements shall be processed in a timely manner. Payment of reimbursements may be delayed due to lack of funding or appropriations.

III. WORK DESCRIPTION AND SCHEDULES

This Project shall complete objectives and work items as described in the Project application, which by this reference are made part of this Agreement.

IV. GENERAL CONDITIONS

1. REIMBURSEMENT ONLY. NET operates using a reimbursement process only. Prospective payments, advances, or early payments are prohibited. Bills which would become due and owing after the term of this Agreement or payment for memberships, services, or contracts which extend beyond the term of this Agreement are prohibited. Any funds remaining at the Project End Date will be returned or retained by NET. Funds shall be disbursed to the grantee no more than once per month in accordance with the grant Agreement as per Title 137.
2. STATUTES AND REGULATIONS. The Sponsor will comply with all local, state, and federal statutes, rules, regulations, ordinances, and orders applicable to Sponsor. Sponsor shall acquire, obtain, or receive all state and Federal licenses and/or permits required by law prior to initiation of the Project. Violation of this condition will be considered a breach of this Agreement and be subject to penalties or termination as set forth in this Agreement.
3. FALSE OR MISLEADING INFORMATION. If the Sponsor provides false or misleading information, or withholds material facts during the application, administration, or reporting process in any way, it will be considered a breach of this Agreement and be subject to penalties or termination as set forth in this Agreement.
4. COMPLIANCE WITH LEGAL REQUIREMENTS. Sponsor represents that all legal requirements have been or can be met prior to allocation or disbursement of funds pursuant to Title 137.
5. NO OBLIGATION OF NET. Sponsor acknowledges that NET is not obligated to make additional grants beyond this Project, and that the award of this grant does not bind the NET, its Board, or Grants Committee to award similar grants to the Sponsor in the future.

6. INDEPENDENT CONTRACTOR. The Sponsor is and will perform this Agreement as an independent contractor, and as such will have and maintain exclusive control over all of its employees, agents, and operations. Neither the Sponsor nor any person employed by the Sponsor shall act, propose to act or be deemed the NET's agent, representative or employee.
 - a. The Sponsor assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes, and other taxes now or hereafter required by any law or regulation.
 - b. The Sponsor and any contractor or subcontractor will comply with all applicable laws, regulations, and orders, including but not limited to, those relating to Social Security, unemployment compensation, OSHA, affirmative action, equal employment opportunity, and the Americans with Disabilities Act.
 - c. The Sponsor and any contractor or subcontractor of the Sponsor is required to use the EVerify Program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska.
 - d. The Sponsor, by executing this Agreement, certifies and assures that the Sponsor and any contractor or subcontractor operates a drug-free workplace as addressed in the State of Nebraska Drug-Free Workplace Policy of February 9, 2017.
 - e. The Sponsor and any contractor or subcontractor will comply with the Nebraska Fair Employment Practice Act.
7. CONFLICT OF INTEREST. The Sponsor certifies that it will not employ or utilize any individual or entity known by the Sponsor to have a conflict of interest. The Sponsor certifies that there does not now exist any relationship between the Sponsor and any person or entity which gives the appearance of a conflict of interest. Any new, undiscovered, or undisclosed conflicts of interest arising during the duration of this Agreement may be considered a breach of this Agreement and be subject to penalties or termination as set forth in this Agreement.
8. RELATED PARTIES. Transactions between the Sponsor and related parties must be disclosed to the NET if grant funds will be used for reimbursement of the transaction or the transaction will be counted towards the Sponsor's cash match. NET may deny reimbursement or reject as match if Sponsor:
 - a. Fails to receive NET approval prior to incurring expense, or
 - b. Does not include a bid from the related party as part of the grant application.
9. RECOGNITION. Sponsor agrees to recognize funding from the NET on all published materials and news releases related to its NET funded project or activities. The NET may also require that personal property partially or wholly funded with grant dollars be identified by a decal or other means provided by the NET acknowledging the source of funding. Sponsor agrees to NET's disclosure of the Sponsor's name, project name and description.

10. PUBLICATION. All parties shall have publication and reproduction rights for all reports and materials which are produced as a result of this Agreement.
11. SITE INSPECTIONS. NET staff or its designee may schedule visits during the Grant Period and, if applicable, throughout the estimated useful life of personal property, real property, easements or improvements purchased with grant funds. Sponsor will comply with requests for information and provide access for inspection of all grant funded activities to NET or its designee.
12. NET GRANT FUNDS FOR BIDDING. NET grant funds cannot be used to offset costs when bidding for services for any other grant funded activities. NET grant funds cannot be used as matching funds for another NET grant, or another grant funded in part by NET.
13. CLAWBACK. If the NET determines, at any time prior to or following expiration of this Agreement, that the Sponsor has failed to comply with the terms and conditions of this Agreement, it may terminate this Agreement and take action to recover NET contributions to the Project in addition to other penalties as set forth in this Agreement.
14. OPERATIONS. All operation, replacement, and maintenance of the Project components shall be carried out and applied in such a manner so as to accomplish the purposes of the Project as set forth in the Sponsor's application and associated materials, including any amendments thereto which have been approved by the NET, for the useful life of the Project.
15. ENGINEERING. The Sponsor will provide for and maintain competent and adequate architectural and engineering supervision and inspection at any construction site as appropriate to ensure that the completed work conforms substantially in accordance with the proposed plans and specifications, according to accepted standards and practices.
16. APPLICABILITY TO SUBGRANTEE AND CONTRACTORS. All provisions of this Agreement including but not limited to Section IV (6), will be made binding on any subgrantee or contractor of the Sponsor. The Sponsor will, nonetheless, remain fully obligated under the provisions of this Agreement. Any such subgrantee or contractor of the Sponsor must be authorized to transact business in the State of Nebraska. All subgrantees and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Sponsor for its records. Upon request of the NET, the Sponsor must submit copies of written agreements executed between the Sponsor and any subgrantees or contractors relating to the Project.
17. INTELLECTUAL PROPERTY. If the Project results in any copyrightable material or inventions, the NET and/or the State of Nebraska reserves the right to a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and/or authorize others to use the work, data collected, or materials for governmental purposes.

18. ANTI-LOBBYING. To the best of the Sponsor's knowledge and belief, no funds have been paid or will be paid, nor will any gifts be presented by or on behalf of the Sponsor to any person or business for the purpose of influencing or attempting to influence an officer, Board member or employee of the NET, any Nebraska State agency, a State Senator, or other employee of the State of Nebraska in connection with the awarding of any NET grant or the extension, continuation, renewal, amendment, or modification of any NET contract, grant, loan, or cooperative agreement.
19. SEVERABILITY. If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this Agreement.
20. HOLD HARMLESS. The Sponsor agrees to hold the State of Nebraska, the NET and its Board, officers, agents, and employees harmless from any and all claims, demands, damages, leases, costs, expenses, liability, and actions based upon or arising out of any activities or services performed by the Sponsor or by its officials, officers, employees, agents, subgrantees, or associates.
21. SURVIVAL. The following terms of this Agreement shall survive expiration or termination of this Agreement: Section IV paragraphs 2-3, 9-12, 14-15, 18, 20-23, Section V paragraphs 1, 2c, and all of Section VI except paragraph 1c.
22. GOVERNING LAW, VENUE, AND MODIFICATIONS. Nebraska law shall govern the interpretation and enforcement of this Agreement. The parties acknowledge that this Agreement contains the entire agreement between them, supersedes any prior agreements and conversations, and may not be modified except by written agreement signed by all parties. The parties agree that the Nebraska District Court of Lancaster County, Nebraska is the proper venue for the resolution of any disputes regarding this Agreement.
23. DEBARMENT. The Sponsor certifies by signing this Agreement that neither the Sponsor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency from participating in transactions. The Sponsor shall include the above requirements in any and all subcontracts into which it enters. The Sponsor shall immediately notify the NET if, during the term of this Agreement, the Sponsor becomes debarred.
24. HISTORIC PRESERVATION. The Sponsor shall undertake at its own expense any action that may be required to determine the presence of cultural resources and to undertake any subsequent measures which may be required to ensure the preservation of such resources which may be discovered. The Sponsor agrees to comply with the provisions of Section 106 of the National Historic Preservation Act of 1966, as amended, where historic structures are determined to exist on any site where NET funds are expended.
25. THREATENED & ENDANGERED SPECIES. The Sponsor shall undertake at its own expense any action that may be required to ensure compliance with the Nongame and Endangered Species Act, Neb. Rev. Stat. Sections 37-801 et. seq.

V. REPORTING OBLIGATIONS OF THE SPONSOR

1. FINANCIAL REPORTS, ACCESS TO FINANCIAL RECORDS AND REQUEST FOR DISBURSEMENT. The Sponsor shall submit properly documented statements of costs for which grant funds are sought, pursuant to the terms of this Agreement, for approved grant activities in a manner and form prescribed by the NET. Proper documentation shall be considered to be copies of invoices containing the name and address of the vendor and an itemized list of services or goods with costs and the date of service or delivery. These statements and reports shall be signed by the Project representative of the Sponsor.

The NET will reimburse the Sponsor for these costs following receipt of the statements and reports specified in this section, subject to conditions contained in this section, and elsewhere in this Agreement.

The NET or its agents will have full access to and the right to examine, audit, excerpt, and/or transcribe any of the Sponsor's records pertaining to all matters covered by this Agreement. The Sponsor shall transfer records pertinent to this grant and work undertaken as part of the Project to the NET or its agents upon request.

Financial records, supporting documents and all other records pertinent to this grant shall be retained for a period of three years following notification from the NET Board that the grant has been officially closed, except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. PROJECT PROGRESS AND ACTIVITY REPORTS. The Sponsor agrees to provide periodic reports in a manner and form prescribed by the NET including a narrative description of all Project activities, participants, outcomes, variances, and deviations from the Project application according to the below schedule.

- a. Quarterly Reports. The Sponsor agrees to file such statements and reports according to the following schedule:

PROJECT PERIOD	REPORT DUE DATE
FROM INCEPTION - SEPTEMBER 30, 2026	October 31, 2026
OCTOBER 1 - DECEMBER 31, 2026	January 31, 2027
JANUARY 1 - MARCH 31, 2027	April 30, 2027
APRIL 1 - JUNE 30, 2027	July 31, 2027
ANNUAL REPORT – FROM INCEPTION - JUNE 30, 2027	July 31, 2027
JULY 1 - SEPTEMBER 30, 2027	October 31, 2027

OCTOBER 1 - DECEMBER 31, 2027	January 31, 2028
JANUARY 1 - MARCH 31, 2028	April 30, 2028
APRIL 1 - JUNE 30, 2028	July 31, 2028
ANNUAL REPORT- JULY 1, 2027 - JUNE 30, 2028	July 31, 2028
JULY 1 - SEPTEMBER 30, 2028	October 31, 2028
OCTOBER 1 - DECEMBER 31, 2028	January 31, 2029
JANUARY 1 - MARCH 31, 2029	April 30, 2029
APRIL 1 - JUNE 30, 2029	July 31, 2029
FINAL REPORT- FROM INCEPTION - JUNE 30, 2029	July 31, 2029

- b. Annual Reports. Sponsor shall submit an annual report to NET on July 31 of each year in a form and manner prescribed by NET.

- c. Final Report. A final report is due 31 days after the completion or termination of the Agreement. This report must include a summary of the activities, partners, and results of the Project from inception to completion and include all matching contributions. This final report must also include quantifying results and statistics about the Project's success.

All financial reports, requests for reimbursement, progress and activity reports are deemed filed or submitted when properly uploaded to the NET Grant Portal.

VI. PERSONAL PROPERTY, CONTRACTUAL SERVICES, AND REAL ESTATE PROVISIONS

- 1. BIDS FOR PERSONAL PROPERTY AND CONTRACTUAL SERVICES. For any purchase of personal property valued at \$5,000 or more, or purchases of contractual services valued at \$20,000 or more, the Sponsor is required to obtain at least 3 (three) bids for which more than one vendor is available.

Specifications shall be drawn such that it will be possible for three or more manufacturers, vendors, or suppliers to submit competitive bids. Unless the grantee is a government agency, program or subdivision with a different bidding policy. In this case, the grantee must submit a copy of its bidding policy to NET and then may proceed according to their publicly adopted policy.

The Sponsor must accept the lowest responsible bid when products are substantially equivalent. If Sponsor provides adequate justification, as determined by the NET, why the lowest bid is unacceptable, then NET may approve the selection of a higher bid.

The Sponsor will provide the names of bidders to the NET at the time a request for reimbursement is submitted. Such bids shall be held in the Sponsor's files for three (3) years.

2. PERSONAL PROPERTY. The Sponsor will report to the NET all personal property purchased with full or partial funding in a manner and form prescribed by the NET. The Sponsor will identify by year, make, model, and serial number if available, such personal property as purchased with NET funding in the Sponsor's inventory of the personal property. Personal property and other personal property purchased with grant funding shall be used only for the purposes of the Project.
 - a. Insurance. The Sponsor agrees to purchase and maintain property insurance at its own expense to insure all personal property valued at \$5,000 or more which is purchased in whole or in part with funds received from the NET throughout the duration of the Grant Period. This insurance shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. Such insurance shall be maintained on all such personal property in an amount equal to the replacement value of the personal property during the grant project. The Sponsor shall name the NET beneficiary of the policy and shall assure that proof of coverage shall be kept current. Evidence of current coverage will be provided annually to the NET office by the Sponsor. Upon request for reimbursement the Sponsor will provide the NET with the policy of insurance for personal property purchased, in whole or in part, with funds received from the NET.
 - b. Personal Property Usage. Personal property will be used only for Project purposes throughout the grant project. Sponsor will make effective and efficient use of the personal property.
 - a. If personal property is used for a purpose that is not approved, or the Sponsor fails to make effective and efficient use of the personal property throughout the Grant Period, the NET may:
 - i. Require the Sponsor to repay all or a portion of the grant used to reimburse for the purchase of the personal property as determined by the NET,
 - ii. Decline reimbursement for other, unrelated approved expenses in an amount up to the grant funds used for personal property purchase, or
 - iii. Require the Sponsor to surrender the personal property to the NET.

1. Sponsor must store surrendered personal property safely until the NET can arrange for the personal property to be redistributed.
 2. Sponsor must complete all paperwork required for transfer of surrendered personal property.
 - b. Personal property Maintenance. The Sponsor is responsible for all necessary and reasonable maintenance of personal property and may be held liable by the NET for any loss, damage, neglect, or unreasonable deterioration of the personal property throughout the Grant Period.
 - c. Personal property Liens. The NET will maintain first lien status on all redistributed personal property and personal property purchased with grant funds of \$25,000 or more, unless otherwise approved by the Executive Director. The length of the lien on redistributed personal property and personal property purchased with grant funds shall correspond to the useful life of the personal property. NET will file a UCC Financing Statement with the Secretary of State. This statement will be filed when the grantee is a non-government entity. Government entities (including state, county, city, Natural Resource Districts) will be exempt from this provision.
 - d. Ownership Interest. The NET maintains an ownership interest in all personal property during its useful life. The Sponsor shall notify the NET when a piece of personal property reaches the end of its useful life. The Sponsor will gain unrestricted ownership after the useful life period expires unless Sponsor was required to surrender the personal property.
 - e. Personal Property Disposition. The Sponsor shall not sell, transfer, lease, exchange, or encumber personal property purchased with grant funds throughout its useful life without first notifying and receiving written approval from the NET. Funds realized from the sale of personal property will revert to the NET in an amount congruent with the percentage of funding provided by the NET for purchase of the personal property.
3. REAL ESTATE. Real estate includes, but is not limited to, land acquisitions, easements, or improvements. Sponsor shall abide by the NET Land Acquisition/Easement Policy. Sponsor shall provide continued access to the properties affected by this Agreement for periodic reviews and visits, annual accounting reports on NET funded real estate and proof of annual tax payments. The NET must also be notified in writing of any plans to sell, lease, transfer, exchange, mortgage, or encumber the property. The Sponsor will be required to obtain written NET approval for any such transaction and negotiate the terms of the transaction with the NET (which may include partial or whole repayment of the grant). If Sponsor receives a grant from NET for the purchase of real property and subsequently sells or otherwise transfers an ownership interest in such real

property, Sponsor shall repay to NET the amount of the grant used to purchase the real property.

VII. TERMINATION OR AMENDMENT OF THE AGREEMENT PRIOR TO PROJECT END DATE

The Sponsor understands and agrees that failure to comply with any of the terms of this Agreement may result in the revocation or cancellation of NET approval and funding and/or a demand for repayment of any funds previously paid to the Sponsor by the NET.

The NET may terminate the Project, in whole or in part, at any time before the expiration date of this Agreement whenever the NET determines that the Sponsor has failed to comply with the conditions herein. The Executive Director of the NET will promptly notify the Sponsor in writing of the determination and the reasons for the termination, together with the effective date as stated in Title 137.

The NET may terminate the Project, in whole or in part, at any time before the expiration date of this Agreement whenever the NET determines that it lacks sufficient funds to fulfill its obligations under this Agreement or that the Legislature has failed to appropriate sufficient authority to meet the NET's obligations. The Executive Director of the NET will promptly notify the Sponsor in writing of the determination along with the effective date of the termination. Eligible reimbursable expenses incurred prior to the effective date of termination may be submitted up to sixty (60) days after the date of termination and will be paid, subject to the availability of funds, in accordance with the terms in this Agreement. If a termination under this paragraph would directly result in the Sponsor incurring additional expenses, the Sponsor may submit evidence of the additional expenses incurred up to sixty (60) days after the date of termination. The NET shall determine whether such additional expenses are the direct result of the termination and shall reimburse those additional expenses, subject to the availability of funds. Additional expenses include, but are not limited to, penalties for the early termination of contracts, cost of demobilization, and the disposition of property acquired for the Project.

By mutual agreement, the Project may be terminated, modified or amended. When both parties agree to terminate the Agreement, in whole or in part, the parties will agree upon the termination conditions, including the effective date, and in the case of a partial termination, the portion to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

[Separate Signature Page follows]

Sponsor (Lower Platte South Natural Resources District)

I attest that I am authorized to sign this Agreement on behalf of the Sponsor and that all representations in the application, attachments, and exhibits submitted by Sponsor in connection with this grant are true and correct.

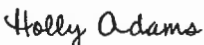
By: 

Printed Name: David Potter

Title: LPSNRD General Manager

Date: 2/25/2026

Nebraska Environmental Trust

By: 

NET Executive Director

Date: 2/26/2026

By: 

NET Board Chair

Date: 2/26/2026

PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT – AMENDMENT NO. 1

May 8, 2026

Project: Deadmans Run Flood Risk Reduction Project
HE Project No. R000173-0011

Client: Lower Platte South NRD
3125 Portia Street, Lincoln, NE 68521

Attn: Mr. David Potter

Location of Project: Lincoln, NE

Description of Work: This contract amendment is to provide final design services for the Pecan Creek Wetland Complex funded added to the Project upon the award of a Nebraska Environmental Trust grant. The documents will be completed per Attachment 1 and provided to the Lower Platte South NRD.

Fee: The total estimated fee for the above-described tasks is \$145,334.00 as summarized in Attachment 2.

Original agreement amount:	\$ 2,590,009.00
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ 145,334.00
Adjusted agreement amount	\$ 2,735,343.00

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Houston Engineering, Inc. hereby proposes, and the Client hereby authorizes, the above-described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth herein and in the Agreement between the parties dated August 22, 2024.

Authorization:

Proposal: Houston Engineering, Inc.

Client: Lower Platte South NRD

Signature: _____

Signature:  _____

Title: _____

Title: Project Manager

Date: _____

Date: 5/8/2026

ATTACHMENT 1

PROJECT TASK DESCRIPTIONS

Task 6 – UNL Wetland Design

- 6.4 - Advisory Team Coordination: Coordination including one in-person meeting and any written or electronic communication between the UNL Staff, stakeholders, project partners, clients and Houston Engineering, Inc. to coordinate the final layout and design details for the Pecan Creek Wetland Facility.
- 6.7 - Final Site Layout, Drafting, and Design: Develop final layout per direction from the Advisory Team coordination on site design and details. Perform final grading and determine earthwork balance of excavation and fill, and determine excess stockpiling and/or haul material requirements.
- 6.8 - Water Conveyance Sizing and Design: Final hydraulics for diversion structure inlet from Pecan Creek into the wetland complex, internal conveyance, and outlet structures. Design and drafting of structures and pipe networks.
- 6.9- Road and Culvert Design: Road alignments and profiles for the access route and future roadway meet UNL. Perform earthwork grading and determine appropriate aggregate materials for surfacing. Structural design and drafting of the reinforced concrete triple box culvert
- 6.10- Develop Construction Documents: Compile design and drafting data in electronic CAD files and develop construction plans for the final design of the wetland complex. Submit 60%, and 90% for review. Prepare final construction plans and technical specifications to be used for project bidding. Assumes the Pecan Creek Wetland Complex will be incorporated into the Deadmans Run construction documents and bid process. Separate construction documents and bid packages would be additional services beyond this contract.
- 6.11- Quantities and Opinion of Costs: Develop quantities and engineer's opinion of probable costs that will be reviewed by the Client and Houston Engineering, Inc.
- 6.12- Construction Oversight: Includes part time observation to observe construction of project to ensure contractor is constructing the project as designed. Includes inspections of all materials placed, quality control surveys, and performing compacting testing of earth materials. Includes coordination with contractor on necessary changes based on observations. Assumes project is constructed as part of the Deadmans Run construction project where Houston staff are planned to be on site. Develop construction reports with detailed descriptions and photos of construction activities to incorporate into the weekly Deadmans Run construction oversight reports. If constructed separately, there would be additional services beyond this contract.

Task 6 Subtotal Cost: \$136,634

Task 7 – Permitting

- 7.1 – Waters of the US Field Delineation and Reporting: Desktop and field investigation of areas of potential disturbance for potentially jurisdictional Waters of the U.S. along Pecan Creek and adjacent area where the wetland complex is proposed. Prepare delineation report to summarize findings and submit to USACE. Does not include a Nebraska Stream Condition Assessment Procedure (NeSCAP) assessment/report.
- 7.2 – USACE Section 404 Permitting: Clean Water Act Section 404 permitting for impacts to jurisdictional waters. Includes one preapplication meeting with USACE. Assumes project components can be permitted under a Nationwide Permit. Includes permit applications and supporting documentation, plus one round of addressing USACE comments. Does not include applications for Individual Permit(s) or 404(b)(1) alternatives analysis.

Task 7 Subtotal Cost: \$8,700

Total Amendment Request: \$145,334



**Scope of Services and Payments to Engineer for Services
and Reimbursable Expenses
Deadman Run Flood Reduction Risk Project (Amendment #1) - Attachment 2
Lower Platte South NRD
Lincoln, Nebraska
5/8/2026**

Houston Engineering									
		Prj Manager	Asst. PM H&H	Permitting	Structural Eng	Prj Eng	Staff Eng	Asst. Eng	Houston Expenses
		Mechtenberg	Kelley	Kauffman	Miller	Roenigk/ Thomas	Varies	Corey	
		\$255	\$244	\$255	\$234	\$222	\$188	\$107	
Task 6 UNL Wetland Design									
6.4	Advisory Team Coordiantion	24	12					8	
6.8	Final Site Layout, Drafting, and Design	12	4			8	16	80	
6.9	Water Conveyance Sizing and Design	4	8			24	16		
6.10	Road and Culvert Design				80	32	80	30	
6.11	Develop Construction Documents	24	16		8		40	60	
6.12	Quantities and Opinion of Costs	8	4				16	8	
6.13	Construction Oversight	24					60	36	
UNL Wetland Design Task Total		\$24,480	\$10,736	\$0	\$20,592	\$14,208	\$42,864	\$23,754	\$0
Task 7 Permitting									
7.1	Waters of the US Field Delineation and Reporting			4			18		\$150
7.2	USACE Section 404 Permitting			8			12		
Permitting Task Total		\$0	\$0	\$3,060	\$0	\$0	\$5,640	\$0	\$0
Subtotal Hours		96	44	12	88	64	258	222	\$150
Subtotal Costs		\$24,480	\$10,736	\$3,060	\$20,592	\$14,208	\$48,504	\$23,754	\$0
									Subtotal Costs \$ 136,634
									Subtotal Hours 934
									Total Costs \$ 145,334

Assumptions

Task

7.2 Assumes the project qualifies for a Nationwide Permit. Does not include cultural resources assessment or field analysis for threatened, endangered, or sensitive species.

11 May 2026

Drew Bullett
Lower Platte South NRD
3125 Portia Street
Lincoln, NE 68521

Re: Deadmans Run Flood Reduction Project - Phase 1 – Engineer’s Recommendation

Drew:

The bid opening for the above-referenced project was held at the LPSNRD on 7 May 2026. The low bid of \$1,639,945 (corrected value post-bid opening) was received from High Plains Structural Group, LLC (HPSG) from Lincoln, NE. Their bid was \$1,140,123.00 below the Engineer’s Opinion of Probable Construction Costs that totaled \$2,780,068.00. The bid form requires both base bid and two alternates. Base plus Bid Alt 1 and 2 cover the same scope, but differ in disposal of excess cut material. The low bid was provided by HPSG for Bid Alt 1. Five bids were received at the bid opening, each was reviewed in detailed and calculations were corrected following the bid opening. Corrections did not change the result of who came in as the low bidder; the corrected results are listed below:

	<u>Base + Bid Alt 1</u>	<u>Base + Bid Alt 2</u>
High Plains Structural Group, LLC	\$ 1,639,945.00	\$ 1,765,863.00
MDX, LLC	\$ 2,066,287.40	\$ 2,507,000.40
Ashland Road Excavating, LLC	\$ 2,283,040.30	\$ 2,534,876.30
Gana Trucking & Excavating, INC	\$ 2,297,148.01	\$ 2,368,291.68
Valley Corporation	\$ 2,643,664.08	\$ 2,570,002.05

After reviewing the bids, the unit prices appear competitive but reasonable for the current bidding climate. HPSG had low excavation and haul off-site values due to the proximity of their local laydown yard and the potential to resell the material. Another notable cost savings was associated with concrete work, since High Plains Structural Group has their own concrete plant, they stated that they are able to bid these items at a lower cost.

Houston Engineering, Inc. has no direct experience with HPSG so we performed our own investigation of the company and gathered feedback from project references provided by the contractor. HPSG is a limited liability company in the State of Nebraska since July of 2025 that was formed by three owners, two of which are also owners of K2 Construction. They were able to provide a list of 10 projects of similar nature to the Deadmans Run Flood Reduction - Phase 1 project that they have completed or are actively working on. Eight projects were subcontracted from K2 Construction and two were contracted directly with HPSG. We were able to obtain references from contacts with Papio-Missouri River Natural Resources District, Lancaster County, and Nebraska Game and Parks Commission who

were able to speak on the performance of HPSG. All references were satisfactory; if complications arose during the project they were able to correct them and addressed any concerns. Specifically the manager listed for the Deadmans Run Flood Reduction - Phase 1 project, Thomas Schwab, received very positive reviews from references and they had confidence that he would be able to successfully complete a project of this nature.

For the reasons stated above, my recommendation is to award the project to High Plains Structural Group, LLC and begin the contracting process upon Board approval. HPSG submitted their bid understanding the substantial completion date of 16 September 2026 as required by the contract documents. We have no reason to believe they cannot meet this requirement and will review a detailed schedule provided by HPSG prior to contract signatures. As always, please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sara Mechtenberg".

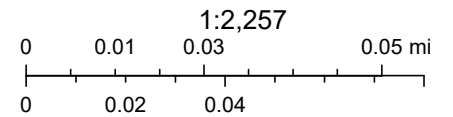
Sara Mechtenberg, P.E

NRD Basin Phase 1



5/12/2026, 11:01:30 AM

Land Rights NRD Deed Counties (Ipsnrd)
 Easement Parcels Sections (PLSS)



Esri, HERE, iPC, Eagleview, Microsoft, Vantor

The original data was clipped from the Nebraska Section Corner Boundaries shapefile downloaded from the Nebraska Department of Natural Resources. | gWorks, Cass County GIS, Lancaster County Assessor/Register of Deeds Office | Digitized Deeds and Web AppBuilder for ArcGIS

PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT – AMENDMENT NO. 1

May 1, 2026

Project: Drainage Pipe Repair/Replacement STA 183+86L (P Street) and STA 184+90R (P Street)
HE Project No. R000173-0003

Client: Lower Platte South NRD
3125 Portia Street, Lincoln, NE 68521

Attn: Mr. Bryce Jensen

Location of Project: Salt Creek STA 183+86L/184+90R (P Street and Salt Creek, Lincoln, NE)

Description of Work: This contract amendment is to provide additional services during USACE 408 review/approval. The documents will be completed per Attachment 1 and will be provided to the Lower Platte South NRD.

Fee: The total estimated fee for the above-described tasks is \$35,003.00 as summarized in Attachment 1 and Attachment 2.

Original agreement amount:	\$	<u>63,802.00</u>
Net change for prior amendments:	\$	<u>0.00</u>
This amendment amount:	\$	<u>35,003.00</u>
Adjusted agreement amount	\$	<u>98,905.00</u>

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Houston Engineering, Inc. hereby proposes, and the Client hereby authorizes, the above-described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth herein and in the Agreement between the parties dated 09/15/2022.

Authorization:

Proposal: Houston Engineering, Inc.

Client: Lower Platte South NRD

Signature: _____

Signature: 

Title: _____

Title: Office Manager

Date: _____

Date: 5/5/2026

ATTACHMENT 1

Task 3 - Permitting. Sub-task 3.2 – 408 Permitting

Coordinate with USACE on 408-permission to completion. Due to the 408-review process becoming more onerous, more time and effort is required to complete the comment/response/permission phase. This also includes effort to complete slope stability analyses and geotechnical analyses that have not been required/requested on similar past projects. This added time was not included in the original scope since the original 408-submittal was developed following guidelines from submittals that were accepted in the past.

Est. Cost: \$14,703

Task 4 – Final Design and Landowner Agreements

Prepare revised project documents, including specifications and plan drawings following 408-approval. This added time was not included in the original scope since the USACE 408-review requires changes to the original designs. Many of these requests are above and beyond what was acceptable in the past.

Est. Cost: \$20,300

Total Amendment Request: \$35,003



**Scope of Services and Payments to Engineer for Services
 and Reimbursable Expenses**
Attachment 2 - P-Street, 183+86L and 185+90R (Amendment #1)
 Lower Platte South NRD
 Lincoln, Nebraska
 5/5/2026

		Houston Engineering						
		Prj Manager	Prj Engineer	EI	Admin			
		Furman	Miller	Huscroft/ Winkel		Houston Expenses		
		\$212	\$234	\$167	\$90			
Task 3 Permitting								
3.2	408 Permitting	32	16	25				
Permitting Task Total		\$6,784	\$3,744	\$4,175	\$0	\$0	Subtotal Costs \$	14,703
Task 4 Final Design and Landowner Agreements								
4.2	Construction Documents and Specifications	40		10				
4.3	Final Opinion of Costs	40		10				
Final Design & Landowner Agreements Task Total		\$16,960	\$0	\$3,340	\$0	\$0	Subtotal Costs \$	20,300
Subtotal Hours		112	16	45	0	0	Subtotal Hours	173
Subtotal Costs		\$23,744	\$3,744	\$7,515	\$0	\$0	Total Costs \$	35,003