



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581
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Memorandum

Date: September 11, 2026
To: Board of Directors
From: David Potter, General Manager 
RE: Platte River Subcommittee – Sept. 10, 2026, Meeting Minutes.

The Platte River Subcommittee met at the NRD office on Thursday, September 10, 2026. Subcommittee members in attendance included Luke Peterson, Gary Aldridge, Gary Hellerich, David Hibler, Don Jacobson, and Ken Vogel. Directors absent included Suzanne Mealer and Christine Lamberty. Others in attendance were Bob Andersen, Jeremy Gehle, Bryce Jensen, and David Potter. The meeting was called to order by Peterson at 5:42 p.m. and the agenda was reviewed showing two items.

The first item was **consideration of bids for the Turner Lake Pipe Replacement Project**. Information on the history of the Western Sarpy Clear Creek Levee Project was provided. The Lower Platte South NRD (LPSNRD) is part of 2003 Interlocal Cooperation Act Agreement for the Nebraska National Guard Flood Control Project, the 2001 Interlocal Agreement for the Western Sarpy Clear Creek Levee Project, and the 2020 Operation & Maintenance Addendum. Turner Lake located on the Nebraska National Guard Camp Ashland is part of the Flood Control Project and the Clear Creek Levee Project. Potter and Jensen explained that a discharge culvert from Turner Lake is too low and needs to be replaced. A rehabilitation project at Camp Ashland has been finally designed and engineered by the U.S. Army Corps of Engineers but is up to the owner to perform the construction. This project has been a priority for the Nebraska National Guard for several years and is being processed through the Lower Platte River Corridor Alliance with funding coming from the Natural Resource Conservation Fund and the National Guard. Lower Platte South is the administrating agency/partner for the Lower Platte River Corridor Alliance as per the interlocal agreement and the funding for this project will therefore need to pass through LPSNRD. The National Guard, Lower Platte North NRD, PMRNRD, and the LPSNRD are all members of the Corridor Alliance. The project is technically located within Lower Platte North NRD. The project was advertised by the LPSNRD in the Lincoln Journal Star and by PMRNRD in the Omaha World Herald for three consecutive weeks. A formal bid opening was held on Wednesday, August 26th at the LPSNRD office. Five bids were received with MC Wells being the lowest responsible bid in the amount of \$385,250.00. Lindy Rogers, District Engineer with PMRNRD, is serving as project manager for the project and has provided an engineer's recommendation and bid tabulation. Discussion followed on the project and on the maintenance of the dam and pipe once the project is completed.

It was moved by Hibler, seconded by Vogel, and approved 5-1 (with Aldridge voting "present") to recommend the Board of Directors approve the low bid from MC Wells in the amount of \$385,250.00 for the Clear Creek Levee Turner Lake Culvert Replacement Project.

The second item was **consideration of a Joint Funding Agreement for the Turner Lake Pipe Replacement Project**. Potter restated the funding for the Turner Lake Culvert Replacement will come from the Nebraska Army National Guard and the Nebraska Department of Water, Energy and Environment Natural Resources Development Fund. A joint funding agreement has been developed between LPSNRD, PMRNRD, and the Nebraska Army National Guard to identify partner responsibilities and costs. LPSNRD will administer the project since LPSNRD is the administrating agency for the Lower Platte River Corridor Alliance, but there will be no cost to the District. The draft joint funding agreement was reviewed by legal counsel and was provided to the subcommittee along with a copy of the operation & maintenance addendum to the interlocal agreements.

It was moved by Jacobson, seconded by Hibler, and approved 5-1 (with Aldridge voting “present”) to recommend the Board of Directors approve the Joint Funding Agreement between LPSNRD, PMRNRD, and the Nebraska National Guard for the Clear Creek Levee Turner Lake Culvert Replacement Project.

With no further business or discussion, the meeting was adjourned at 6:00 p.m.

Attachments: 4

Pc: file



Lower Platte River
CORRIDOR ALLIANCE

LEAD. ORGANIZE. INSPIRE.
The voice of the Lower Platte.

September 1, 2026

Lower Platte South Natural Resources District
3125 Portia Street
Lincoln, NE 68521

RE: Turner Lake Culvert Project – Clear Creek Levee

Dear Mr. Potter:

Five bids were received for construction of the Turner Lake Culvert project on August 26, 2026. Per the attached bid tabulation, bids ranged from \$385,250.00 to \$828,687.50. The low bid of \$385,250.00 was submitted by MC Wells and was below the engineer's estimate of \$453,227.00. The following is a summary of the bids:

Company	Base Bid
MC Wells	\$385,250.00
Valley Corporation	\$457,446.59
Nebraska Digging Services	\$545,630.00
High Plains Structural Group	\$584,399.00
Midwest Infrastructure, Inc.	\$828,687.50

MC Wells has performed work for the Lower Platte South NRD and the Papio-Missouri River NRD on the reconstruction of culverts along Salt Creek in Lincoln and Little Papio Creek in Omaha. Based on the past history of work with the NRD's and their familiarity with culvert replacements in levee systems, it is my opinion and recommendation that the project be awarded to MC Wells for the bid price of \$385,250.00.

Sincerely,

Lindy Rogers, PE
Construction Engineer
Papio-Missouri River NRD



BID TABULATION

PROJECT: Turner Lake Culvert Replacement - Clear Creek Levee

PROJECT #: TL-NGC-26

LOCATION: Clear Creek Levee, Ashland, NE

DATE: 2026/08/26

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE		MC WELLS		NEBRASKA DIGGING SERVICES		HIGH PLAINS STRUCTURAL GROUP		VALLEY CORPORATION		MIDWEST INFRASTRUCTURE, INC	
				BID UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL	BID UNIT PRICE	TOTAL
1	MOBILIZATION	1	LS	\$ 37,551.78	\$ 37,551.78	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00	\$ 56,000.00	\$ 56,000.00	\$ 61,364.62	\$ 61,364.62	\$ 75,700.00	\$ 75,700.00
2	STRIP, STOCKPILE, AND REPLACE 4" TOPSOIL	3,500	CY	\$ 5.50	\$ 19,250.00	\$ 4.00	\$ 14,000.00	\$ 12.00	\$ 42,000.00	\$ 4.50	\$ 15,750.00	\$ 16.44	\$ 57,540.00	\$ 7.00	\$ 24,500.00
3	DEWATERING	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 125,000.00	\$ 125,000.00	\$ 7,534.98	\$ 7,534.98	\$ 138,000.00	\$ 138,000.00
4	MATERIAL TESTING	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,100.00	\$ 10,100.00	\$ 12,327.07	\$ 12,327.07	\$ 20,000.00	\$ 20,000.00
5	EXCAVATION	2,500	CY	\$ 10.00	\$ 25,000.00	\$ 15.00	\$ 37,500.00	\$ 13.00	\$ 32,500.00	\$ 20.50	\$ 51,250.00	\$ 7.40	\$ 18,500.00	\$ 20.00	\$ 50,000.00
6	EMBANKMENT (COMPACTED IN PLACE)	2,800	CY	\$ 20.00	\$ 56,000.00	\$ 18.00	\$ 50,400.00	\$ 18.20	\$ 50,960.00	\$ 13.25	\$ 37,100.00	\$ 6.63	\$ 18,564.00	\$ 31.00	\$ 86,800.00
7	REMOVE, STOCKPILE, AND REPLACE EXISTING RIPRAP REVETMENT	800	TONS	\$ 65.00	\$ 52,000.00	\$ 35.00	\$ 28,000.00	\$ 120.00	\$ 96,000.00	\$ 9.25	\$ 7,400.00	\$ 15.46	\$ 12,368.00	\$ 18.70	\$ 14,960.00
8	REMOVE AND REPLACE SURFACE MOUNTED SLUICE GATE	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00	\$ 12,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,785.00	\$ 2,785.00	\$ 8,079.84	\$ 8,079.84	\$ 10,400.00	\$ 10,400.00
9	REMOVE AND REPLACE 48" DIA REINFORCED CONCRETE FLARED END SECTION AND TRASH RACK	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,500.00	\$ 5,500.00	\$ 10,100.00	\$ 10,100.00	\$ 7,218.25	\$ 7,218.25	\$ 14,500.00	\$ 14,500.00
10	REMOVE CAST-IN PLACE REINFORCED CONCRETE STRUCTURE FOR SLUICE GATE	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,320.00	\$ 5,320.00	\$ 938.35	\$ 938.35	\$ 15,000.00	\$ 15,000.00
11	REMOVE 8" THICK STRUCTURAL CONCRETE MAT AND WOOD BLOCKS	16	CY	\$ 250.00	\$ 4,000.00	\$ 160.00	\$ 2,560.00	\$ 200.00	\$ 3,200.00	\$ 98.00	\$ 1,568.00	\$ 195.57	\$ 3,129.12	\$ 500.00	\$ 8,000.00
12	REMOVE 48" DIA RCP CULVERT	56	LF	\$ 150.00	\$ 8,400.00	\$ 40.00	\$ 2,240.00	\$ 50.00	\$ 2,800.00	\$ 40.00	\$ 2,240.00	\$ 88.19	\$ 4,938.64	\$ 350.00	\$ 19,600.00
13	REMOVE FLOWABLE FILL ALONG EXISTING CULVERT	84	CY	\$ 125.00	\$ 10,500.00	\$ 20.00	\$ 1,680.00	\$ 75.00	\$ 6,300.00	\$ 22.00	\$ 1,848.00	\$ 51.29	\$ 4,308.36	\$ 100.00	\$ 8,400.00
14	CONSTRUCT 8" THICK STRUCTURAL CONCRETE MAT AND ASSOCIATED WOOD BLOCKS	16	CY	\$ 150.00	\$ 2,400.00	\$ 500.00	\$ 8,000.00	\$ 750.00	\$ 12,000.00	\$ 560.00	\$ 8,960.00	\$ 708.72	\$ 11,339.52	\$ 1,000.00	\$ 16,000.00
15	PLACE 48" DIA RCP AND ASSOCIATED STEEL CABLES	56	LF	\$ 600.00	\$ 33,600.00	\$ 500.00	\$ 28,000.00	\$ 650.00	\$ 36,400.00	\$ 865.00	\$ 48,440.00	\$ 950.57	\$ 53,399.92	\$ 1,400.00	\$ 78,400.00
16	CONSTRUCT SEEPAGE FILTER DIAPHRAGM	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,500.00	\$ 12,500.00	\$ 10,470.00	\$ 10,470.00	\$ 6,916.82	\$ 6,916.82	\$ 8,540.00	\$ 8,540.00
17	PLACE FLOWABLE FILL	84	CY	\$ 200.00	\$ 16,800.00	\$ 250.00	\$ 21,000.00	\$ 300.00	\$ 25,200.00	\$ 402.00	\$ 33,768.00	\$ 372.80	\$ 31,315.20	\$ 650.00	\$ 54,600.00
18	STRUCTURAL CONCRETE HEADWALL	1	EA	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 27,930.00	\$ 27,930.00	\$ 50,933.79	\$ 50,933.79	\$ 63,000.00	\$ 63,000.00
19	4" THICK AGGREGATE ROAD SURFACING	695	SY	\$ 35.00	\$ 24,325.00	\$ 11.00	\$ 7,645.00	\$ 11.00	\$ 7,645.00	\$ 13.00	\$ 9,035.00	\$ 12.32	\$ 8,562.40	\$ 16.50	\$ 11,467.50
20	PLACE ADDITIONAL RIPRAP REVETMENT AS NEEDED	200	TONS	\$ 115.00	\$ 23,000.00	\$ 95.00	\$ 19,000.00	\$ 120.00	\$ 24,000.00	\$ 99.00	\$ 19,800.00	\$ 98.87	\$ 19,774.00	\$ 93.50	\$ 18,700.00
21	INSTALLATION AND REMOVAL OF STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,875.00	\$ 4,875.00	\$ 5,069.02	\$ 5,069.02	\$ 7,500.00	\$ 7,500.00
22	CONCRETE WASHOUT	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,140.00	\$ 1,140.00	\$ 2,598.51	\$ 2,598.51	\$ 2,500.00	\$ 2,500.00
23	INSTALLATION AND REMOVAL OF SILT FENCING	1,800	LF	\$ 3.50	\$ 6,300.00	\$ 5.00	\$ 9,000.00	\$ 6.25	\$ 11,250.00	\$ 7.50	\$ 13,500.00	\$ 4.99	\$ 8,982.00	\$ 6.50	\$ 11,700.00
24	SEEDING AND MULCHING	7	AC	\$ 1,700.00	\$ 11,900.00	\$ 8,275.00	\$ 57,925.00	\$ 4,500.00	\$ 31,500.00	\$ 5,710.00	\$ 39,970.00	\$ 3,636.74	\$ 25,457.18	\$ 6,500.00	\$ 45,500.00
25	EROSION CONTROL MAT	8900	SY	\$ 3.00	\$ 26,700.00	\$ 2.00	\$ 17,800.00	\$ 3.75	\$ 33,375.00	\$ 4.50	\$ 40,050.00	\$ 1.83	\$ 16,287.00	\$ 2.80	\$ 24,920.00
TOTAL				\$ 453,226.78		\$ 385,250.00		\$ 545,630.00		\$ 584,399.00		\$ 457,446.59		\$ 828,687.50	



BID TABULATION

PROJECT: Turner Lake Culvert Replacement - Clear Creek Levee

PROJECT #: TL-NGC-26

LOCATION: Clear Creek Levee, Ashland, NE

DATE: 2026/08/26

ALTERNATE BID ITEMS

				ENGINEER'S ESTIMATE		MC WELLS		NEBRASKA DIGGING SERVICES		HIGH PLAINS STRUCTURAL GROUP		VALLEY CORPORATION		MIDWEST INFRASTRUCTURE, INC	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A1	CONSTRUCTION AND REMOVAL OF RING LEVEE EMBANKMENT (10 FT CREST 3:1 SIDE SLOPES) TO ELEV 1067.3 FT	6,160	CY	\$ 25.00	\$ 154,000.00	\$ 17.00	\$ 104,720.00	\$ 30.00	\$ 184,800.00	\$ 35.00	\$ 215,600.00	\$ 29.05	\$ 178,948.00	\$ 31.00	\$ 190,960.00
A2	CONSTRUCTION AND REMOVAL OF RING LEVEE EMBANKMENT (10 FT CREST 3:1 SIDE SLOPES) TO ELEV 1064.3 FT	3,700	CY	\$ 25.00	\$ 92,500.00	\$ 20.00	\$ 74,000.00	\$ 30.00	\$ 111,000.00	\$ 35.00	\$ 129,500.00	\$ 28.79	\$ 106,523.00	\$ 31.00	\$ 114,700.00
A3	CONSTRUCTION AND REMOVAL OF RING LEVEE EMBANKMENT (8 FT CREST 2:1 SIDE SLOPES) TO ELEV 1064.3 FT	2,400	CY	\$ 25.00	\$ 60,000.00	\$ 24.00	\$ 57,600.00	\$ 30.00	\$ 72,000.00	\$ 38.50	\$ 92,400.00	\$ 28.26	\$ 67,824.00	\$ 31.00	\$ 74,400.00
A4	CONSTRUCTION AND REMOVAL OF RING LEVEE EMBANKMENT (8 FT CREST 2:1 SIDE SLOPES) TO ELEV 1062.3 FT	2,120	CY	\$ 25.00	\$ 53,000.00	\$ 25.00	\$ 53,000.00	\$ 30.00	\$ 63,600.00	\$ 38.50	\$ 81,620.00	\$ 27.94	\$ 59,232.80	\$ 31.00	\$ 65,720.00

**JOINT FUNDING AGREEMENT FOR
TURNER LAKE CULVERT REPLACEMENT – CLEAR CREEK LEVEE, PLATTE RIVER,
SAUNDERS COUNTY, NEBRASKA**

PROJECT in the LOWER PLATTE RIVER CORRIDOR

The "JOINT FUNDING AGREEMENT – TURNER LAKE CULVERT REPLACEMENT, CLEAR CREEK LEVEE in the LOWER PLATTE RIVER CORRIDOR" (hereinafter referred to as "the Agreement") to be executed by and among the Lower Platte South Natural Resources District (herein referred to as the "LPSNRD") and the Papio-Missouri River Natural Resources District (herein referred to as the "Papio NRD"), on behalf of the Lower Platte River Corridor Alliance, and the Nebraska Army National Guard (herein after referred to as "the Partners").

RECITALS

WHEREAS, the LPSNRD, Papio NRD, and Nebraska Army National Guard are parties to that certain 2003 Interlocal Cooperation Act Agreement Among Nebraska Army National Guard, Lower Platte North Natural Resources District (herein referred to as the LPNNRD), Lower Platte South Natural Resources District, and Papio-Missouri River Natural Resources District for the Nebraska Army National Guard Flood Control Project dated March 11, 2003, and the Operation & Maintenance Addendum thereto dated December 13, 2020 ("Interlocal Agreement");

WHEREAS, the Interlocal Agreement establishes the responsibilities among the LPSNRD, LPNNRD, Papio NRD, and Nebraska Army National Guard for the operation, maintenance, replacement, repair and rehabilitation ("OMRR&R") of the AS-BUILT NE-ARNG PROJECT (as defined in the Interlocal Agreement);

WHEREAS, the LPSNRD, Papio NRD, and Nebraska Army National Guard desire to clarify their funding and other respective responsibilities for the removal and reconstruction of a certain component of the AS-BUILT NE-ARNG PROJECT (the "Project" as further defined below); and

WHEREAS, except as the Interlocal Agreement is expressly amended herein with respect to the Project, the LPSNRD, LPNNRD, Papio NRD, and Nebraska Army National Guard agree that the OMRR&R responsibilities for the AS-BUILT NE-ARNG PROJECT and other terms of the Interlocal Agreement shall govern the Project and remain in effect and binding upon the LPSNRD, LPNNRD, Papio NRD, and Nebraska Army National Guard.

AGREEMENT

The Partners agree as follows:

1.1 SCOPE OF WORK (herein after referred to as the "Project")

The Project consists of removing and reconstructing a single 48" diameter drainage structure located at the Camp Ashland Nebraska Army National Guard training site. The drainage structure is a feature of the federal Clear Creek levee system on the right bank of the Platte River. The structure was originally installed to convey excess water from Turner Lake to the Platte River. The design of the new drainage structure is similar to the existing except that the pipe invert elevation is set

approximately two feet higher than the existing structure. The new reinforced concrete culvert pipe will have a concrete flared end section, an outlet headwall with sluice gate, concrete bedding, and seepage filters. A ring levee will be constructed prior to excavation within the Clear Creek levee. Work will also include removing and replacing rip rap protection, BMPs, and site restoration.

1.2 ASSIGNMENTS

- A. The LPSNRD will be responsible for the following – Project bidding; LPSNRD Board approval; execution of construction contract documents; submitting documents to Nebraska Department of Water, Energy, and Environment (herein referred to as “DWEE”) for reimbursement from the Nebraska Resources Development Fund (herein referred to as the “NRDF”); holding funds; and dispersing funds to the Project contractor.
- B. The Papio NRD will be responsible for the following – holding and distributing construction documents; coordination with contractors during the bid phase; providing bid and construction contract documents to LPSNRD for Board approval and execution; review Project shop drawings and work with contractor on project clarifications; review pay applications; gather project information and financial data for LPSNRD to submit to DWEE for NRDF reimbursement.
- C. The Nebraska Army National Guard will be responsible for the following – monetary contribution; coordination during the bid phase and attending the pre-bid meeting; providing contractor access to the project location; overseeing day to day construction activities; project quality control; and review of pay applications.

1.3 FUNDING

The LPSNRD, on behalf of the Lower Platte River Corridor Alliance, will hold and disburse funds from the Nebraska Army National Guard and the Nebraska Resources Development Fund (herein referred to as the “NRDF”) for Project expenditures.

Contribution From	Expected Contribution
Nebraska Army National Guard	\$154,100.00
Nebraska Department of Water, Energy and Environment NRDF	\$231,150.00
Expected Total Project Contribution (herein referred to as the “Cost”)	\$385,250.00

The Partners estimate that the Cost is sufficient to construct the Project. The Partners will not be liable for any payment in excess of the Cost, and the project will not move forward if the Project bid costs exceed the Cost.

1.4 PAYMENT

Nebraska Army National Guard shall provide a check payable to the Lower Platte South NRD that should be mailed to:

Lower Platte South Natural Resources District
Attn: Accounting
3125 Portia Street
Lincoln, NE 68521

1.5 EFFECTIVE DATE

The agreement shall become effective upon execution by all parties.

1.6 DURATION OF AGREEMENT

The agreement shall run through the end of the 2027 calendar year unless amended.

This Agreement is hereby approved and executed by the following parties on the dates shown below.

1.7 RECITALS

The Recitals are incorporated by reference as if set forth fully herein.

_____ David Potter, General Manager, LPSNRD	_____ Date
_____ John Winkler, General Manager, Papio NRD	_____ Date
_____ Name, Title	_____ Date
Nebraska Army National Guard	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

nrd120525agWSCC_O&M

OMRR&R RESPONSI- BILITY	FLOOD FIGHT AUTHORITY	LOCATION COMPONENT
		WEST SIDE OF PLATTE RIVER
		CLEAR CREEK LEVEE EXTENSION
LPNNRD	LPNNRD	• “Camp Ashland Levee” (Levee adjacent to Platte River from station FW73+50 to CA63+60)
LPNNRD	LPNNRD	• “Culverts” (Concrete boxes under County Road A at station LVo+85, 48” RCP in Fuse Plug Levee at station LV8+56 and twin 60” RCPs in Camp Ashland Levee at station CA51+42)
LPNNRD	Flood Fight Director ² LPNNRD	• “Fuse Plug Levee” (Sand Fuse Plug/earth levee from station LVo+00 to station FWo+00, including the Fuse Plug Notch and concrete slab centerline at station LV7+57 ³
LPSNRD	LPNNRD	• “BNSF RR Berm” (Earth berm, erosion control and rip rap parallel to and partially on BNSF RR ROW)
LPSNRD	LPNNRD	• “Salt Creek Floodway” (Area between the BNSF RR Berm and the NE-ARNG Levee, extending from the Fuse Plug Levee to the Platte River)
NE-ARNG	NE-ARNG	• “Fuse Plug Notch Temporary Flood Barrier” centerline at station LV7+57
		NE-ARNG PROJECT
NE-ARNG	NE-ARNG	• “Weir and Revetment” (Sheet pile/weir and rip rap extending from BNSF RR Berm to the NE-

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

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

		ARNG Levee station FW0+00)
OMRR&R RESPONSI- BILITY	FLOOD FIGHT AUTHORITY	LOCATION COMPONENT
NE-ARNG	NE-ARNG	• “NE-ARNG Levee” (Levee adjacent to Platte River from station FW0+00 to station FW73+50, including flood wall, rip rap and 48” RCP at station FW5+45)
		<i>EAST SIDE OF PLATTE RIVER</i>
		WESTERN SARPY LEVEE EXTENSION
P-MRNRD	P-MRNRD	• “Western Sarpy Levee” extending northerly from Private (Bundy) Road at station WS43+25LB to northern boundary of NE-ARNG property at station WS133+72LB
		EAST BANK CHUTE CONSERVATION MEASURES
P-MRNRD	NE-ARNG	• “East Bank/East Chute” (Platte River chute extending northerly from Platte River to northern boundary of NE-ARNG property)
P-MRNRD	NE-ARNG	• “3 Texas Crossings over East Bank/East Chute”
NE-ARNG	NE-ARNG	• “Culvert and road crossing over East Bank/East Chute”
P-MRNRD	NE-ARNG	• “East Bank/West Chute” (Platte River chute extending northerly from on NE-ARNG property onto P-MRNRD property)

2) **DISTRIBUTION OF COSTS FOR OMRR&R.** Each of the PARTIES, at its sole cost and unreimbursed expense, shall perform or provide OMRR&R for the components of the AS-BUILT NE-ARNG PROJECT for which they are responsible, with nrd120525agWSCC_O&M

the following exceptions, to-wit:

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

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

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

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

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

IN WITNESS WHEREOF,

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

Lower Platte North Natural Resources District

By: [Signature]
Title: GENERAL MANAGER

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

Lower Platte South Natural Resources District

By: [Signature]
Title: GENERAL MANAGER

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

Nebraska Army National Guard

By: [Signature]
Title: The Adjutant General

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

Papio-Missouri River Natural Resources District

By: [Signature]
Title: General Manager





















