

**Community Assistance Program Cost-share Contract  
Between Wedgewood Manor Lake Association and  
Lower Platte South Natural Resources District**

This contract is between the Lower Platte South Natural Resources District (LPSNRD) and the Wedgewood Manor Lake Association (WMLA) for the Wedgewood dam repair project. The approved LPSNRD funding amount is \$119,022.00. This project will provide water quality, flood storage, and safety benefits. The engineer of record for the project is Travis Hazard of Hazard Engineering.

1. Board approval date is November 15, 2023. The approximate project start date is on or before January 2024. The project completion date is April 15, 2024.
2. Eligible project costs consist of \$213,755.01 for construction (Pat Thomas Construction) and \$24,290.00 for construction oversight (Travis Hazard of Hazard Engineering). Total Project cost is \$238,045.01.
3. The LPSNRD will reimburse (50%) of the total costs paid by WMLA, not to exceed \$119,022.00, for construction and construction oversight.
4. Project management is the sole responsibility of WMLA or its representatives.
5. WMLA is responsible for obtaining all necessary permits, land rights, and easements.
6. Maintenance and future operation of completed projects is solely the responsibility of WMLA and is not eligible for cost-share.
7. WMLA may submit requests for reimbursement to LPSNRD monthly, or as pay applications are submitted by the Contractor. The LPSNRD will reimburse the WMLA the cost-share amount (50%) of the eligible costs, of the project within thirty (30) days of receipt of the following required items:
  - a. Letter requesting reimbursement payment.
  - b. Contractor pay application approved by the Engineer of Record.
  - c. Copy of all bills paid and proof of payment through canceled checks.
8. There are no additional funding sources. If additional funding sources are obtained, WMLA is required to inform LPSNRD and cost-share amounts will be adjusted so that LPSNRD's cost-share does not exceed 50% of the actual dollar amount WMLA is paying for the project (i.e. sums from any additional funding sources would be subtracted from the total costs of the project, and LPSNRD's cost share would equal 50% of the remaining balance of total costs). The LPSNRD will meet with the WMLA to attempt to resolve any disputed costs.
9. If the project does not start within one year of the Board approval date, LPSNRD reserves the right to cancel the cost-share application.

10. The project must be maintained for a minimum of 5 years after the project is completed. LPSNRD may periodically inspect the project to verify that the applicant is performing regular, ongoing maintenance. WMLA agrees to repay all of the cost-share funds contributed by LPSNRD if LPSNRD concludes in its sole discretion that the project is not being properly maintained or if the project is removed prior to the end of the five-year period.
11. Upon completion of the project. The following must be submitted for the final reimbursement payment:
  - a. Letter requesting final reimbursement, list of total project costs minus any other sources of funds.
  - b. Nebraska Department of Natural Resources Construction Certification Form For Dams signed by the engineer of record.
  - c. As-built plans signed off by the engineer of record.
  - d. Copy of all bills paid and proof of payment.
12. Indemnification:
  - a. To the fullest extent permitted by law, WMLA shall indemnify, defend, and hold harmless LPSNRD, its officers, agents and employees from and against claims, damages, losses and expenses, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission, or anyone for whose acts WMLA may be liable. This section survives any termination of this Agreement.
13. Integration, Amendment, Assignment, Severability, Interpretation:
  - a. This Agreement represents the entire agreement between the parties, and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement and invalidity of any section of this Agreement shall not invalidate any other section thereof. This Agreement shall be construed and interpreted under the laws of the State of Nebraska.
14. Capacity:
  - a. The undersigned do hereby represent to have the legal capacity to sign this Agreement and bind their respective parties.

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BY: \_\_\_\_\_

Board President  
Wedgewood Manor Lake Association

Date: \_\_\_\_\_

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BY: \_\_\_\_\_

General Manager  
Lower Platte South Natural Resources District

Date: \_\_\_\_\_