




LOWER PLATTE SOUTH natural resources district

Item #6

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

Memorandum

Date: November 6, 2018
To: Each Director
From: Paul D. Zillig, General Manager 
Subject: Finance & Planning Subcommittee Meeting Minutes

The Finance & Planning Subcommittee met at 5:30 pm on Monday, November 5, 2018 in the NRD Office. Subcommittee members present included Dan Steinkruger, Bob Andersen, Sarah Wilson, Don Jacobson, Greg Osborn, and Dick Bolte. Others present included Directors Ray Stevens and Larry Ruth, Jim Smith of Union Bank, Candi Sanders of Union Bank/NPAIT, Phil Luebbert of JEO, Al Langdale, Bryce Jensen, Kathy Spence, David Potter, and myself.

Steinkruger opened the meeting and requested that we go to the first item on the agenda which was a report by Jim Smith, Vice President, Treasury Management Services of Union Bank and Candi Sanders of NPAIT (Nebraska Public Agency Investment Trust) on investment income and services provided to the NRD. Smith reviewed the attached list of services provided, fees waived, and the list of various checking, NPAIT and CDARS (Certificate of Deposit Account Registry Service) accounts including interest income, rates and yields. Smith reported that the rates are currently going up and the NRD funds have good liquidity (money is readily available and not tied up for long periods of time). Smith reported that there are higher interest rates available if the NRD desires to utilize longer fixed term investments. The Subcommittee asked a number of questions of Smith and Sanders concerning the services provided. The Subcommittee asked staff to evaluate the cash flow needs of the NRD and consider utilizing longer fixed term investments, if possible.

The next item on the agenda was to consider two vehicle purchases in the FY 19 NRD Budget. Bryce Jensen, NRD Operation/Maintenance Technician reported that the NRD plans to purchase two pickups and trade in one pickup, a listing of the NRD vehicles was distributed. Jensen reviewed the attached memos outlining the truck dealers contacted concerning the proposal for both the 2019 ½ ton regular cab 4x4 pickup and the 2019 ¾ ton diesel regular cab 4x4 pickup.

Jensen reviewed the proposals received for the 2019 ½ ton regular cab 4x4 pickup and trade in of a 2005 Dodge Ram 4x4 pickup. It was moved by Andersen, seconded by Jacobson, and unanimously approved by the Subcommittee to **recommend the Board of Directors accept the proposal from Lee Sapp Ford (Ashland) of \$18,143.00 for a 2019 ½ ton Ford F-150 pickup.**



Jensen reviewed the proposals received for the 2019 ¾ ton diesel regular cab 4x4 pickup. It was moved by Jacobson, seconded by Osborn, and unanimously approved by the Subcommittee to **recommend the Board of Directors accept the proposal from Andersen Ford (Lincoln) of \$34,831.00 for a 2019 ¾ ton diesel Ford F-250 Diesel pickup.**

The next item on the agenda was to consider contracting for assistance in preparing the NRD's Hazard Mitigation Plan update. Potter reported that the NRD has been approved for 75% funding assistance from FEMA/NEMA. Potter reviewed the process staff followed for consultants to express interest and that JEO was selected as the top priority firm, the proposed contract for services is attached. Phil Luebbert of JEO answered questions of the Subcommittee. It was moved by Andersen, seconded by Osborn, and unanimously approved by the Subcommittee to **recommend the Board of Directors approve the proposed LPSNRD Hazard Mitigation Plan Update agreement with JEO Consulting Group, Inc. for professional services at a cost not to exceed \$80,000.**

The next items on the agenda were several reports. Potter reported that work has begun on the update of the Master Plan, he will be working with the Master Plan Ad-Hoc Subcommittee and they will present the Master Plan to this Subcommittee in early December. I reported that a tract of LES property at 12th & Oak Street was recently declared surplus and the location and site would be suitable for a much needed maintenance yard for NRD operation and maintenance needs (see attached map and information). I reported that staff will need to evaluate the potential use of this floodplain property as a maintenance yard, staff will report back to the Subcommittee in early December. The Subcommittee directed staff to post the audit on the NRD website. The Subcommittee discussed their interest in holding a Director training session to learn more about reviewing and understanding the NRD's financial statement, a workshop will be scheduled in February/March. I also reported that USDA/NRCS will be advancing the NRD \$190,000 in technical assistance funds for the Oak-Middle 82-B watershed rehab project, they will then bill us for the services provided by USDA/NRCS, these funds will result in an NRD budget overrun as these funds were not anticipated or included in the budget.

There being no further business the meeting adjourned at 6:30 pm.

PDZ/pz

pc: Steve Seglin

UBT

Union Bank & Trust

November 2, 2018

Paul Zillig, General Manager
Kathy Spence, Administrative Assistant
Lower Platte South NRD
3125 Portia St
Lincoln, NE 68501

UNION BANK'S TREASURY MANAGEMENT SERVICES

We are committed to providing Lower Platte South NRD with the highest quality customer service, dependability and value. Below is a summary of services provided to the District:

- ✓ **Basic Business Checking w/Interest:** Basic Business checking provides a low-cost option for lower transaction activity. Provides a waiver of monthly fee with a low \$500 daily balance and 250 free transactions each month. These monthly maintenance and activity fees are waived.
- ✓ **Business Banking Online:** Online access to all accounts from one portal (including up to 18 month's activity) including capability to transfer between accounts, view transactions & images and download transaction files. Mobile access also available. Monthly fee of \$30 with \$5/account over 2 accounts.
- ✓ **Commercial Credit cards** for convenient management of disbursements. UBT VISA Credit Cards have no annual or monthly fees with a 25-day payment grace period. Variable Interest rate tied to prime rate. Rewards accumulate to the organization. Current set to individual billing & rewards. Current card limits: \$75,000 for 20 cardholders.
- ✓ **Overnight Investment Sweep** to the Nebraska Public Agency Investment Trust (NPAIT) account based on target checking balance. We automatically invest or redeem invested balances to return the checking account to target balances. Monthly sweep fee of \$75.00 is waived.
- ✓ **Zero Balance Account** for automatic transfer and funding of the payroll checking account each time. Monthly maintenance fee of \$25 is waived.
- ✓ **Certificate of Deposit Account Registry Service (CDARS):** certificates of deposit with a single term and point of contact to ensure all balances have FDIC deposit insurance.
- ✓ **Merchant Services:** we partner with First Data to facilitate card transactions of all types and multiple payment channels.

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- ✓ **Desktop Teller access for image deposit of checks** via desktop scanner. The system allows for greater security and convenience of check payments. Monthly fee of \$35.00 is waived. Current daily deposit limit: \$300,000.
- ✓ **ACH Services** for direct deposit of payroll. ACH Services are provided via our online portal Web Cash Manager. No need to issue regular paychecks which saves employee time and improved security. Monthly Maintenance \$35; Activity fees of \$0.12. ACH file limit: \$120,000.
- ✓ **Safe Deposit Boxes** for secure offsite storage of vital records with dual access.

Other Services for Consideration:

- ✓ **Credit Card Administration** via eZBusiness System for access to all card activity, limits and card updates. No card activity or issuance fees apply within this system. No monthly fee for inquiry access
- ✓ **Business BillPay** to make payments to any vendor or person from your Business Banking Online access. Payments are itemized to your account or appear as a check payment. Add secondary approval of payments and access payment history information. Monthly fee regardless of payment volume is \$6.95.
- ✓ **Positive Payment** System for control of check and ACH payments. You send the bank a check detail file allowing us to reconcile checks and other items as they are paid. Improves payment accuracy and reduces fraud. Monthly Fee: \$40.00 (add 'l accounts - \$20); Exception Fee - \$1.50/item; Return Fee - \$2.00/item

Jim Smith
Vice President
Treasury Management Services
402-323-1779 Direct
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Lincoln, NE 68501-2535



Union Bank & Trust

Lower Platte South Natural Resources District

Checking Balances		Average Available	Sweep Target Bal.	Current Rate:	Interest Paid 9-30-2018
XXX4669 - BASIC BUSINESS W/ INTEREST	General	\$ 89,206.05	\$ 35,000	0.15%	\$ 48.14
XXX4680 - BASIC BUSINESS W/ INTEREST	Payroll	\$ (5,003.02)	\$ -	0.00%	\$ -
XXX4735 - BASIC BUSINESS W/ INTEREST	River Corridor Alliance	\$ 30,153.56	\$ 30,000	0.15%	\$ 16.57
XX03251 - BASIC BUSINESS W/ INTEREST	Eastern Nebr Water Res	\$ 6,723.78	\$ 5,000	0.15%	\$ 13.18
Totals...		<u>\$ 121,080.37</u>			<u>\$ 77.89</u>

Automatic daily sweep of funds to/from NPAIT minimizes checking balances and increase interest income.
(Checking activity and sweep fees waived.)

NPAIT Account Balances:		Average Balance	Current Avg. Yield:	Interest Paid 9/30/2018
XXX422-001	General	\$ 6,335,013.63	1.86%	\$ 65,232.01
XXX422-006	River Corridor Alliance	\$ 487,872.50	1.86%	\$ 4,844.97
XXX422-007	Dean Mans Run	\$ 2,189,281.90	1.86%	\$ 22,336.48
XXX422-008	Eastern Nebr Water Res	\$ 514,946.44	1.86%	\$ 5,222.92
XXX422-009	Infrastructure	\$ 82,327.67	1.86%	\$ 826.77
XXX422-011	MoPac East	\$ 159,294.21	1.86%	\$ 1,617.24
XXX422-012	Building	\$ 50,531.88	1.86%	\$ 507.48
Totals...		<u>\$ 9,819,268.23</u>		<u>\$ 100,587.87</u>

NPAIT is daily liquid with yields following short-term interest rates which continue to rise; net of any fees.

NPAIT Fixed term can be utilized for a portion of balances where liquidity is not immediate (see * below).

CDARS Certificates of Deposit		Balance	Maturity	Rate	Interest YTD 9-28-2018
Current Accounts:					
XXXX466685; 26 week	6/14/2018	\$ 108,832.48	12/31/2018	0.85%	\$ 275.91
XXXX466847; 26 week	6/14/2018	\$ 1,531,814.67	12/13/2018	0.85%	\$ 3,883.37
XXXX460407; 52 week	6/14/2018	\$ 1,017,167.90	6/13/2019	1.15%	\$ 3,487.23
Totals...		<u>\$ 2,657,815.05</u>			<u>\$ 7,646.51</u>

CDARS early withdrawal penalty: 26 week term = 90-days interest; 52 week term = 180-days interest

Both CDARS and NPAIT fixed term rates will continue to change with market interest rates and maturity.

*Place a portion of NPAIT 7-day to Fixed Term:

NPAIT Fixed Term (as of 10/31/2018)


	APY %
6 month	2.00%
12 Month	2.30%
24 Month	2.50%



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Memorandum

Date: October 30, 2018
To: Paul Zillig, General Manager
From: Bryce Jensen, Operation/Maintenance Technician 
Subject: Vehicle Proposal

On October 1, 2018 I sent out eleven letters to different truck dealers throughout the District seeking proposals for a new 2019 ½ ton regular cab 4x4 pickup. The dealers were given until noon on Friday October 26, 2018 to have their proposals submitted to the NRD office. Three proposals were received.

This is the list of dealers letters were sent to:

Anderson Ford (Lincoln)	Sid Dillon (Ceresco, Wahoo)
Woodhouse Auto (Plattsmouth, Blair)	Husker Auto (Lincoln)
Baxter Dodge (Lincoln, Omaha)	Jeff Henry Chevrolet (Plattsmouth)
Copple Chevrolet (Louisville)	Duteau Chevrolet (Lincoln)
Baxter Toyota (Lincoln)	Lee Sapp Ford (Ashland)
Sid Dillon Nissan (Lincoln)	

Listed below are the proposals received with the trade of a 2005 Dodge Ram 4x4 Pickup:

Lee Sapp Ford (Ashland)	2019 Ford F-150	\$18,143.00
Baxter Dodge (Lincoln, Omaha)	2019 Dodge Ram 1500	\$19,752.00
Anderson Ford (Lincoln)	2019 Ford F-150	\$22,003.00

Staff recommendation is to accept the proposal from Lee Sapp Ford in the amount of \$18,143.00 as it was the lowest proposal and met all of the minimum specifications.


BJ/bj



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Memorandum

Date: October 30, 2018
To: Paul Zillig, General Manager
From: Bryce Jensen, Operation/Maintenance Technician 
Subject: Vehicle Proposal

On October 1, 2018 I sent out nine letters to different truck dealers throughout the District seeking proposals for a 2019 ¾ ton diesel regular cab 4x4 pickup. The dealers were given until noon on Friday October 26, 2018 to have their proposals submitted to the NRD office. Two proposals were received.

This is the list of dealers letters were sent to:

Anderson Ford (Lincoln)	Sid Dillon (Ceresco, Wahoo)
Woodhouse Auto (Plattsmouth, Blair)	Husker Auto (Lincoln)
Baxter Dodge (Lincoln)	Jeff Henry Chevrolet (Plattsmouth)
Copple Chevrolet (Louisville)	Duteau Chevrolet (Lincoln)
Lee Sapp Ford (Ashland)	

Listed below are the proposals received:

Anderson Ford (Lincoln)	2019 Ford F-250 Diesel	\$34,831.00
Lee Sapp Ford (Ashland)	2019 Ford F-250 Diesel	\$34,832.00

Staff recommendation is to accept the proposal from Anderson Ford in the amount of \$34,831.00 as it was the lower proposal and met all of the minimum specifications.

BJ/bj



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

THIS IS AN AGREEMENT effective as of October 25, 2018 ("Effective Date") between Lower Platte South Natural Resources District ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Lower Platte South NRD Hazard Mitigation Plan Update ("Project").

JEO Project Number: 170345.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: based on time and materials not to exceed \$80,000.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

4.02 Total Agreement

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

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

Owner: Lower Platte South NRD

Engineer: JEO Consulting Group, Inc.

By: Paul Zillig

By: Lalit Jha

Title: General Manager

Title: Vice President, Water Resources

Date Signed: _____

Date Signed: October 18, 2018

Address for giving notices:

Address for giving notices:

Lower Platte South NRD

JEO Consulting Group, Inc.

3125 Portia Street

142 West 11th Street

Lincoln, NE 68501

PO Box 207

Wahoo, NE 68066

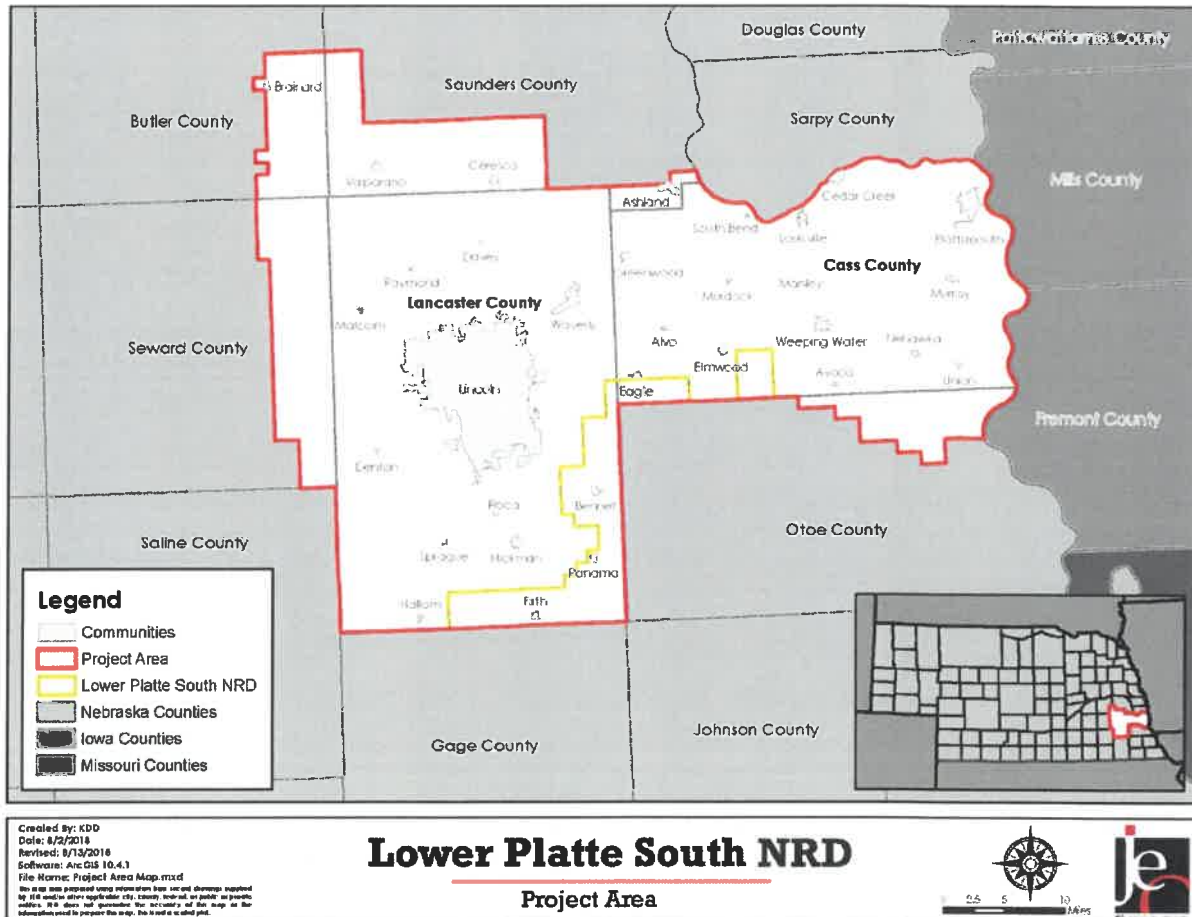


EXHIBIT A – SCOPE OF SERVICES
Lower Platte South NRD
Hazard Mitigation Plan Update
JEO Project #170345.00

October 2018

PROJECT DESCRIPTION

Lower Platte South NRD is leading the effort to update the current 2015 Multi-Jurisdictional Hazard Mitigation Plan (HMP). Hazard mitigation planning has its origins in the Disaster Mitigation Act of 2000 (DMA 2000). The DMA 2000 was an effort by the federal government to encourage planning for risk reduction and provide funding assistance for project implementation. The Hazard Mitigation Plan will be a community-guided document that identifies vulnerability to natural and human-caused hazards, and mitigation projects to reduce or eliminate this vulnerability. The outcome of the project will be an updated Hazard Mitigation Plan for the planning area.



Project Tasks

For the purposes of this scope of services, JEO Consulting Group shall be referred to as JEO. The following tasks will be completed for this project:

Task 1: Project Management, Kick-Off Meeting, and Agency Coordination

Task 1.1 Project Management: JEO will provide monthly update reports and project invoices. The monthly report will contain information that will be required for the NEMA/FEMA quarterly reports, as well as other relevant project information. JEO project management will also include, but is not limited to, meetings and correspondence with local, state, and federal agencies as required to complete the plan update; responding to jurisdictional questions and request for information; attending up to two regularly scheduled NRD board meetings; and, aiding in the completion of NEMA/ FEMA required quarterly reports.

Task 1.2 Develop Project Management Plan: JEO will develop a project management plan that includes a framework for project related communications, proposed project schedule, anticipated project milestones, and project deadlines.

Task 1.3 Kickoff meeting: JEO and the project planning team will attend the project kick-off meeting. JEO will develop meeting materials to include a meeting agenda, proposed project schedule, draft meeting materials, draft project announcement, draft contact list, and other items as necessary.

Task 2: Public and Stakeholder Engagement

Task 2.1 Project Information and Project Announcement: JEO will develop press releases and other information for public distribution. Project announcements and information may include, but are not limited to, project kick-off press release; severe weather awareness week announcements; plan completion press release; social media prompts and content; and, posters and/or flyers.

Task 2.2 Public Meetings: JEO will facilitate up to two public meetings two times during the planning process, for a total of up to four public meetings. In addition to the public meetings, JEO will meet one-on-one with communities preferring this approach, up to two times per jurisdiction, for a total not to exceed 40 one-on-one meetings.

Task 2.3 Project Website: JEO will develop a website specifically devoted to the update of the LPSNRD HMP. The website will include project status; project meeting dates and locations; project deadlines; and, project related materials. When a draft plan is completed, JEO will post the draft plan on this website during the public review/comment period.

Task 3: Data Collection

Task 3.1 Gather and Review Background Information: JEO will gather and review information and data required for the successful update of this plan. This includes coordinating with state agencies, such as NEMA and NeDNR for relevant data. In addition to gathering data from online sources to include, but not limited to, NCEI; NDMC; FEMA; SBA; USDA; PHMSA; and, others.

Task 3.2 Field Data Collection: JEO will coordinate with local and county representatives to update field related data such as critical facilities, structural inventory, site specific hazards, community specific issues, and other topics.

Task 3.3 Risk Assessment: JEO will collect data required to complete the risk assessment process. This includes, but is not limited to, GIS data, floodplain studies, FIRM data, and other information as identified. This phase also includes the production of GIS maps which will be required for the risk assessment analysis.

Task 4: Develop Mitigation Plan

Task 4.1 Develop Mitigation Plan: JEO will develop all components of the HMP. The plan will be divided into two primary sections: the regional plan overview and jurisdictional profiles. The regional plan will include a summary of the planning process, discussion of regional demographics, review of the structural inventory, climatic data, hazard definition and profiles, historical hazard occurrence information, event extent, estimation of historic losses, and the plan maintenance protocols. Municipal profiles will provide a specific analysis for each participating jurisdiction. The profiles will include the following information, as is relevant, for each participating jurisdiction: jurisdictional history; climatic anomalies from the regional data; local structural inventory and critical facilities; local hazard history and experiences; local capabilities to implement mitigation strategies; locally identified mitigation strategies; and, an examination of local planning mechanisms.

Task 4.2 Review and Revision of Draft HMP: JEO will complete needed revisions identified during the public review process prior to submission of the plan to NEMA/FEMA for review.

Task 4.3 Quality Control: JEO will conduct a thorough review of the HMP for both grammatical and technical accuracy.

Task 5: Submission and Adoption of the HMP

Task 5.1 Plan Submission: JEO will complete the required documentation of plan completion and submit the plan to NEMA to initiate the review process. JEO will communicate with the project planning team when this has occurred.

Task 5.2 Revise Plan: If the NEMA/FEMA review results in a request for revisions, JEO will complete the requested revisions as appropriate to receive approval of the HMP.

Task 5.3 Resubmit Plan: Upon completion of the requested revisions, JEO will resubmit the plan to the state.

Task 5.4 Plan Adoption and Distribution of Plan: JEO will develop draft adoption resolutions for the participating jurisdictions. JEO will send the draft adoption resolutions, as well as copies of the final plan, to the responsible parties to initiate the adoption process. The NRD and county EMAs will receive electronic and hard copies of the plan. All other jurisdictions will receive electronic copies of the plan. JEO will not attend local or county board meetings during the adoption process. JEO will collect adoption resolutions from plan participants and send them to NEMA.

Deliverables

Deliverables will be distributed to the NRD and stakeholders as necessary throughout the project. Specific deliverables for this project will include:

- a) Monthly progress reports
- b) Electronic copies of the Hazard Mitigation Plan (For plan participants)
- c) Up to three print copies of the Hazard Mitigation Plan (For the NRD, Lancaster County and Cass County)

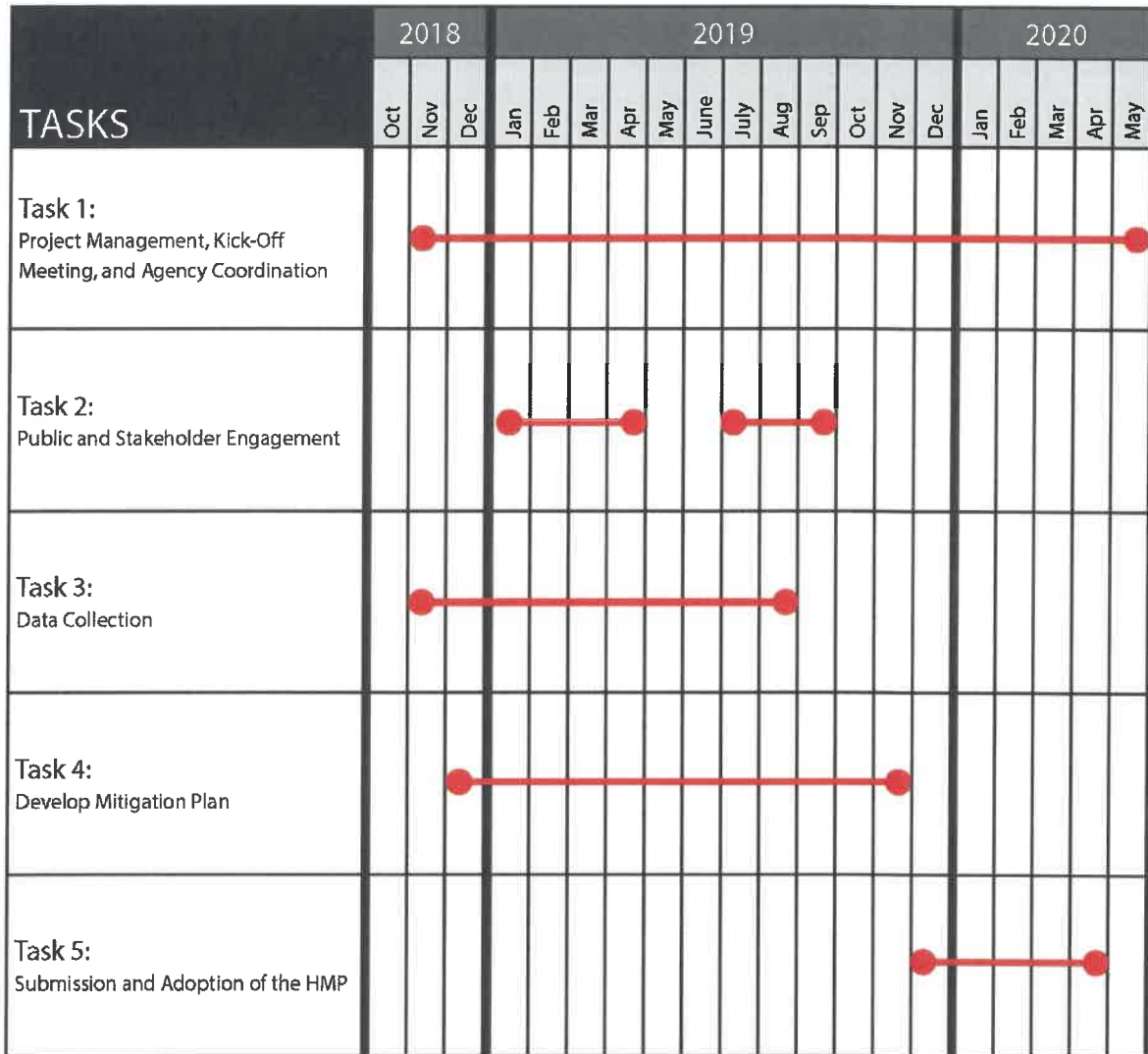
Assumptions

JEO will...	The Local Planning Team will...	
PROJECT SET-UP		
Conduct kick-off meeting	Attend kick-off meeting	
Develop/propose project schedule	Comment on and approve project schedule	
Compile list of eligible participants, stakeholders, and others to be involved in the planning process (lists to be provided by emergency managers, NRD, and staff)	Identify eligible participants, stakeholders, and others to involve in the process	
Collect contact information for jurisdictions/stakeholders not provided by emergency manager and NRD	Provide contact information for eligible participants and others	
Develop and maintain project website (update with meeting/webinar dates and locations)	Post project status, draft plan, and other items on local website	
Review current HMPs for necessary changes related to FEMA regulations		
MEETINGS		
Provide project progress meetings to NRD board (up to two total)	Attend project related meetings	
Provide project update reports to planning committee	Identify/Secure meeting locations	Finalize webinar/meeting dates
Suggest webinar/meeting dates	Finalize webinar/meeting dates	Send 30-day and 14-day correspondence (letter and/or email) for all rounds of meetings/webinars, send out project announcement(s), press release(s), and utilize existing social media for community awareness
Provide 30-day and 14-day meeting correspondence (letter and/or email) for all rounds of meetings/webinars, project announcement(s), and press release(s)	Follow-up with jurisdictions unable to attend public or one-on-one meetings	Assist in gaining buy-in from communities hesitant to engage in the planning process
Facilitate public meetings		
Schedule and facilitate one-on-one meetings		
Send post-meeting follow-up information as required		

JEO will...	The Local Planning Team will...	
DATA COLLECTION		
Provide surveys/data collection mechanisms/handouts	Assist in survey/documentation completion	Post plan for public review on local websites
Request parcel data (structural inventory) from county assessor office	Follow-up with communities to collect surveys/documentation/paperwork/future land-use maps (as needed)	Provide NRD planning mechanisms (groundwater management plan, rules and regulations, EAPs, and others as appropriate)
Provide surveys/data collection mechanisms/handouts	Assist in survey/documentation completion	Post plan for public review on local websites
Collect historical occurrence records (NCEI, NFS, USDA, US Census, PHSMA, Newspaper clippings, FSA, NeDNR, FEMA, others as appropriate)	Assist with collection of parcel data (structural inventory), as needed	
Collect reported impacts and losses	Assist communities in identification of mitigation strategies	
Provide feedback and guidance on the identification of mitigation strategies	Assist communities in ranking and prioritizing mitigation alternatives	
Provide feedback and guidance on the ranking and prioritization of mitigation alternatives	Assist communities in developing implementation plan/strategies	
Provide feedback and guidance on the implementation plan/strategies	Post plan on website for public review period	
Post plan on website for public review period		
PLAN DEVELOPMENT		
Develop HMP document	Finalize plan maintenance protocol	Develop HMP document
Update and define the risk assessment methodology	Review the plan prior to submission for accuracy, provide feedback, and comment on the plan	Update and define the risk assessment methodology
Develop proposed mitigation strategies based on data collected and risk assessment		
Suggest plan maintenance protocol		
QA/QC of document prior to public review		
Complete state required data sheets		
SUBMISSION AND ADOPTION		
Submit plan for review	Adopt the HMP	Meet with NEMA for plan review (as needed)
Meet with NEMA for plan review (as needed)	Assist with local adoption of the HMP	Adopt the HMP
Complete HMP revisions as required by the state and/or FEMA		
Resubmit plan (as needed)		
Develop draft adoption resolutions		
Provide updates to participating jurisdictions and the planning committee regarding plan review status		

Project Timeline

Project will commence upon notice to proceed. As the plan update needs to be completed by June 2020, the proposed project schedule could be adjusted as desired by the NRD. Project timeline is contingent upon timely participation and review by participating jurisdictions. It is anticipated that the project kickoff meeting will be held in January 2019.



Project Fee*

TASK	FEE
Project Management, Kick-off Meeting, and Agency Coordination	\$8,500
Public and Stakeholder Engagement	\$23,900
Data Collection	\$10,500
Develop Mitigation Plan	\$30,600
Submission and Adoption of the HMP	\$6,500
TOTAL	\$80,000

*JEO's Standard Hourly Rates are adjusted annually in January to reflect equitable changes in compensation payable to staff. If schedule delays occur beyond JEO's control, a contract amendment will be required based on the amount of project tasks outstanding after 36 months of notice to proceed.

SERVICES NOT INCLUDED: (If desired, a fee for these services can be negotiated)

Specific items not included in this Scope of Services are:

- Additional meetings
- Additional print copies
- Project management and coordination tasks beyond the scheduled project completion period
- Pre-Project Screening or additional risk assessment work

OWNER TO PROVIDE:

- Timely plan reviews
- Related NRD data as needed
- Assistance in stakeholder identification and engagement as needed
- The identification and booking of meeting locations

SCOPE AND FEE EXPIRATION:

The information contained in this Scope of Services is valid until 12/19/2018. After that date, the Scope and Fee are subject to adjustment.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

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

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

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

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

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

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

If the owner fails to make any payment due to JEO for services

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

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

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

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

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or

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computer hardware differing from those used by JEO at the beginning of the project.

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

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

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

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

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

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

12. Workers' Compensation: Statutory

13. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

14. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

15. Auto Liability

i. Combined Single: \$1,000,000

16. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

17. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

18. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or

damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

Owner shall be added as a named insured on General Liability, Auto Liability and Excess Umbrella Liability.

h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

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

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

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

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

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

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

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev.

Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

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

LPSNRD is in need of a centralized fenced & screened maintenance yard for O&M materials and storage, close to the NRD Office.

1150 Oak Street Property

0.7 miles from the NRD Office (2 minutes)

Adjacent to Oak Creek

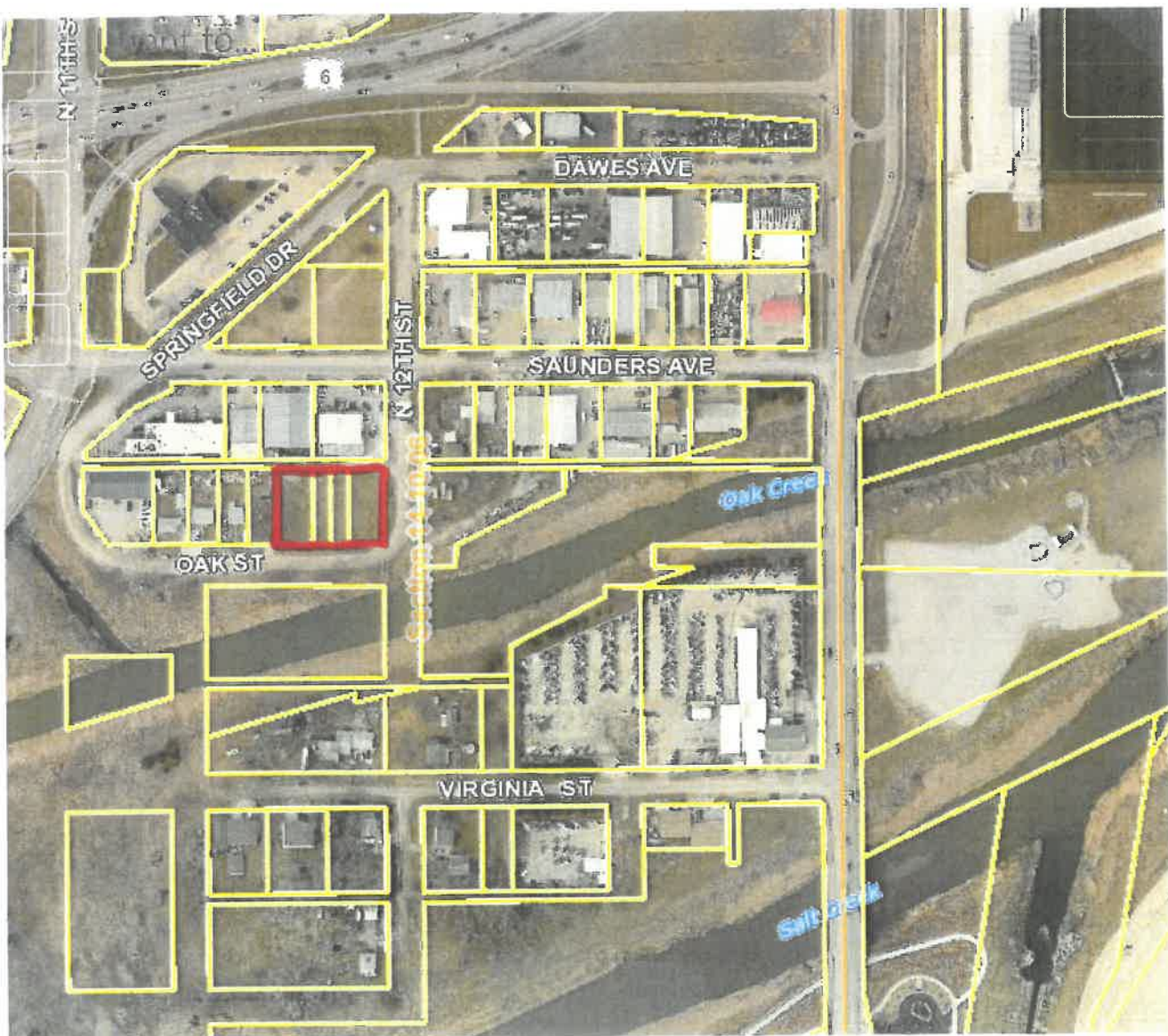
Currently owned by LES

23,040 SF 0.54 Acres

Zoned I-1

Assessed value \$40,320.

Has been declared “surplus” property.



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