



**LOWER PLATTE SOUTH**  
natural resources district

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## Memorandum

**Date:** October 17, 2018  
**To:** Each Director  
**From:** Paul D. Zillig, General Manager  
**RE:** Water Resources Subcommittee Meeting Minutes.

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The Water Resources Subcommittee met in the NRD Office at 5:30 p.m. on Tuesday, October 16, 2018. Subcommittee members present included Don Jacobson, Karen Amen, Bob Andersen, Deborah Eagan, Greg Osborn, David Landis, Gary Hellerich, and Chelsea Johnson. Others present included Ray Stevens, Larry Ruth, Dan Snow of UNL, Dick Ehrman, Steve Herdzina, David Potter, Dan Schulz and myself.

Chair Jacobson called the meeting to order and called on Dick Ehrman to open the discussion on the Vadose Zone Sampling Project Technical Report. Ehrman provided some background information and introduced Dan Snow, PhD, with the University of Nebraska Water Sciences Laboratory. Snow presented a power point on the vadose zone sampling completed at six locations across the LPSNRD (including 4 wellhead/CWSPA areas). The results showed a range of levels of nitrates between the root zone and the ground water.

*(Agreements, contracts, maps, and materials mentioned in this memo were included with the October 11<sup>th</sup> Board memo Water Resources Subcommittee – Background Info)*

The next item on the agenda was Board meeting agenda item #9a. **Consideration of the Upper Salt 3-A Watershed Rehabilitation & Southwest 2nd Street Relocation Interlocal Agreement with Lancaster County:** The NRD and USDA/NRCS will be rebuilding this dam to “high hazard” standards. Stagecoach Road is located on top of the dam and that road will be closed during construction. Southwest 2nd Street currently “T” intersects with the dam and is located in the emergency spillway of the dam, today’s standards will require SW 2nd Street to be relocated. Potter reviewed the agreement that spells out the responsibilities of both the County and NRD for the rehabilitation of the existing dam and the relocation of SW 2nd Street to the east of the dam. Most of the cost will be paid by the NRD with 65% reimbursement from USDA/NRCS from the Watershed Rehabilitation Program, for most of the project. It was moved by Andersen, seconded by Landis, and unanimously approved to **recommend the Board of Directors**



**approve of the “Interlocal Agreement for the Upper Salt 3-A Watershed Structure Rehabilitation Project and Realignment of SW 2nd Street at Stagecoach Road” with Lancaster County.**

The next item on the agenda was Board meeting agenda item #9b. **Consideration of the approval to acquire landrights, and professional services contracts (appraisals and acquisition services) for the Upper Salt 3-A Watershed Rehabilitation/ Southwest 2nd Street Relocation Projects:** Potter reported that the NRD is responsible for the acquisition of all landrights for the project and he reviewed a landrights map for the project. The NRD will need to obtain appraisals for the necessary landrights, a “yellow book” appraisal review to meet federal funding standards, and negotiation/acquisition services. Potter reviewed proposals from Great Plains Appraisal, Inc (\$18,000); RL Keith Consultant, Inc. (\$6,375); and Midwest Right of Way Services, (\$18,260). It was moved by Andersen , seconded by Osborn, and unanimously approved by the Subcommittee to **recommend the Board of Directors authorize the acquisition of landrights for the Upper Salt 3-A Watershed Rehabilitation/Southwest 2nd Street Relocation Projects and the approval of the professional services contracts with Great Plains Appraisal not to exceed \$18,000, RL Keith Consultant, Inc, not to exceed \$6,375, and Midwest Right of Way Services, not to exceed \$18,260, subject to legal counsel review.**

The next item on the agenda was Board Meeting agenda item #9c. **Consideration of USGS Annual Stream Gage Operation Agreement:** I reported that the NRD annually contracts with USGS to operate and maintain 16 stream gages. I reported the cost to the NRD is \$111,540 and \$46,520 for USGS. It was moved by Amen, seconded by Chelsea Johnson, and unanimously approved by the Subcommittee to **recommend the Board of Directors approve the 2019 Joint Funding Agreement with USGS for the operation of 16 stream gages.**

The next item on the agenda was Board meeting agenda item #9d. **NRD Water Sampling Truck Video:** The NRDs new water sampling truck has been in use this summer. NRD Social Media Assistant Emily Hergenrader (part-time) worked with NRD Water Resources Conservationist, Steve Herdzina to put together this informative video showing all that is involved as staff collects hundreds of water samples each year. The Subcommittee viewed the video which will be shown at the Board Meeting.

Staff then give reports on Watershed Rehab projects Oak-Middle 82-B, extending the agreement for Upper Salt 3-A and Oak-Middle 82-B, AEM Flight updates for ENWRA, Upper Salt 18-5 construction status, and CWSPA Phase 2 Verification Study updates for Greenwood, Emerald, and Pleasant Dale.

There being no additional business the meeting adjourned at 6:35 pm.

PDZ/pz

cc: Steve Seglin

Consideration of the Upper Salt 3-A Watershed Rehabilitation & Southwest 2<sup>nd</sup> Street Relocation Interlocal Agreement with Lancaster County.

In 1955 Upper Salt 3-A was constructed and replaced a bridge on West Stagecoach Road at the intersection of SW 2<sup>nd</sup> Street and combined a "T" intersection and a flood control dam at the same location creating a situation that continues to be a challenge today. The dam was constructed as a significant hazard structure for the primary purpose of providing flood control and now due to homes downstream, warrants rehabilitation to meet current high hazard dam/structure design standards as determined by the Nebraska Department of Natural Resources. The District was awarded a contract under the Watershed Rehabilitation Program with the Natural Resource Conservation Service (NRCS) for design and construction of the dam and the District plans to construct the Upper Salt 3-A Watershed Rehabilitation Project to high hazard standards. The District and NRCS have structural and safety concerns with SW 2<sup>nd</sup> Street currently located in the auxiliary spillway of the structure and DNR has also expressed structural and safety concerns with this road location and has recommended its closure. The County; however, has determined that closing SW 2<sup>nd</sup> Street is not feasible since it would create a one-mile dead-end section of road, and that realignment of the road is the preferred option.

The Project will improve the auxiliary spillway of the dam and continue the function of such spillway over Stagecoach Road, and the rehabilitation design prescribes moving county road SW 2<sup>nd</sup> Street out of the outlet section of the auxiliary spillway of the dam and reconfigure the auxiliary spillway to protect the downstream toe of the embankment in order to prevent extensive erosion in the spillway and threat to the stability of the dam embankment if the auxiliary spillway were to operate. NRCS has designed the Project and the County has designed the Realignment and the Parties wish to coordinate the Project and the Realignment and construct both together. An interlocal agreement has been prepared to determine responsibilities of the District and the County.

Staff recommends the subcommittee **recommend the Board of Directors approve the Interlocal Agreement for the Upper Salt 3-A Watershed Structure Rehabilitation Project and Realignment of SW 2<sup>nd</sup> Street at Stagecoach Road with Lancaster County.**

**INTERLOCAL AGREEMENT  
FOR  
THE UPPER SALT 3-A WATERSHED STRUCTURE REHABILITATION PROJECT  
AND  
REALIGNMENT OF SW 2<sup>nd</sup> STREET AT STAGECOACH ROAD**

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is entered into by and between the Lower Platte South Natural Resources District hereafter referred to as "District" and the County of Lancaster, Nebraska, hereinafter referred to as "County," and hereinafter individually referred to as a "Party" or collectively as (the "Parties.")

**WITNESSETH:**

**RECITALS**

**WHEREAS**, the State or any local government may exercise any of its powers or perform any of its functions jointly or in cooperation with any other governmental entities as authorized by Article XV § 18 of the Nebraska Constitution. Any two or more public agencies (county, city, village, school district, agency of the State government, or political subdivision of this State) are authorized by *Neb. Rev. Stat.* §§ 13-801 to 13-827 to enter into interlocal agreements with one another for joint or cooperative action for any power or powers, privileges or authorities exercised or capable of exercise individually by such public agencies.

**WHEREAS**, the County is responsible for providing improvements to and the maintenance of roads, bridges, and other drainage structures within Lancaster County.

**WHEREAS**, the District pursuant to *Neb. Rev. Stat.* § 2-3229, has the authority to develop and execute plans, facilities, works and programs which includes, among others "flood control structures."

**WHEREAS**, in the 1950's the Lancaster County Soil Conservation District and USDA Soil Conservation Service cooperated with Lancaster County on the construction of several flood control dams in southern Lancaster County.

**WHEREAS**, in 1955 one of the dams, Upper Salt 3-A, replaced a bridge on West Stagecoach Road at the intersection of SW 2<sup>nd</sup> Street and combined a “T” intersection and a flood control dam at the same location (Exhibit “A”) creating a situation that continues to be a challenge today.

**WHEREAS**, according to a 1954 County-District Cooperative Working Agreement, the County relocated and re-established the road from the north which intersected with the east and west road and the new location was to be within 66 feet of the toe of the dam as provided for at the time in a recorded easement with Glen Mitchell.

**WHEREAS**, the Upper Salt 3-A project continues to provide flood control and transportation benefits with the District (successor to the Lancaster County Soil Conservation District) maintaining the dam and Lancaster County maintaining the roadway.

**WHEREAS**, said dam was constructed as a significant hazard structure for the primary purpose of providing flood control and now due to homes downstream, warrants rehabilitation to meet current high hazard dam/structure design standards as determined by the Nebraska Department of Natural Resources (DNR).

**WHEREAS**, the District was awarded a contract under the Watershed Rehabilitation Program with the Natural Resource Conservation Service (NRCS) for design and construction of the dam and the District plans to construct the Upper Salt 3-A Watershed Rehabilitation Project to high hazard standards as shown in Exhibit “B”, hereinafter be referred to as the “Project.”

**WHEREAS**, the District and NRCS have structural and safety concerns with SW 2<sup>nd</sup> Street currently located in the auxiliary spillway of the structure and DNR has also expressed structural and safety concerns with this road location and has recommended its closure.

**WHEREAS**, the County; however, has determined that closing SW 2<sup>nd</sup> Street is not feasible since it would create a one-mile dead-end section of road, and that realignment of the road is the preferred option.

**WHEREAS**, the Project will improve the auxiliary spillway of the dam and continue the function of such spillway over Stagecoach Road, and the rehabilitation design prescribes moving county road SW 2<sup>nd</sup> Street out of the outlet section of the auxiliary spillway of the dam and reconfigure the auxiliary spillway to protect the downstream toe of the embankment in order to prevent extensive erosion in the spillway and threat to the stability of the dam embankment if the auxiliary spillway were to operate.

**WHEREAS**, the realignment of SW 2<sup>nd</sup> Street will need to meet Nebraska State Road Requirements and the County Engineer has agreed to the realignment of SW 2<sup>nd</sup> Street as shown in Exhibit "C", hereinafter be referred to as the "Realignment."

**WHEREAS**, NRCS has designed the Project and the County has designed the Realignment and the Parties wish to coordinate the Project and the Realignment and construct both together.

**NOW, THEREFORE**, in consideration of the above Recitals and the mutual promises and covenants contained herein, it is agreed between the Parties as follows:

1. The objectives and purposes of this Interlocal Agreement are to carry out the public powers, duties and obligations of the Parties with respect to the construction, operation and maintenance of the Projects and Realignment as provided below.
2. In order to attain the objectives and purposes of this Interlocal Agreement, each Party shall perform the applicable provisions of this Agreement in good faith and shall cooperate with the other Party where to the full extent possible.
3. This Interlocal Agreement shall become effective and binding upon its approval by appropriate action of the governing bodies of the Parties pursuant to *Neb. Rev. Stat. § 13-1804(2)* and execution by the Parties.
4. Each Party hereby agrees to participate with the other Party to this Interlocal Agreement in the conduct of the activities hereinafter described.

5. The term of this Interlocal Agreement shall be five (5) years from the date of its adoption by the Parties and may be further extended by the mutual agreement of the Parties. This Interlocal Agreement shall survive a transition of the form of government of a Party from one form to another.

6. Rehabilitation Project. The work proposed at this site consists of the construction of the Upper Salt 3-A Watershed Rehabilitation of Project, as indicated on the design plan Exhibit "B." With respect to the Project,

(a) The County agrees to:

(i) review construction of the Project pertaining to Stagecoach Road final grading and surfacing at no cost to the District.

(ii) allow the District and its Contractor(s) to use the existing right-of-way to construct the "project" at no cost to the District.

(iii) maintain Stagecoach Road, its w-beam guardrail over the structure, and its right-of-way as with all other county roads in the county once work is completed by the contractor(s) at no cost to the District.

(iv) erect and maintain the appropriate signage.

(v) allow for closure of road (Stagecoach Road) during construction of "project" at no cost to the District.

(b) The District agrees to:

(i) furnish the engineering plans developed and provided by NRCS for the Rehabilitation Project at no cost to the County.

(ii) furnish the construction engineering services (surveying, staking, inspection, and supervision) by NRCS for the Rehabilitation Project construction at no cost to the County.

(iii) provide necessary land acquisition services and purchase necessary easements and property for the Rehabilitation Project at no cost to the County.

(iv) obtain any permits necessary to complete the Rehabilitation Project.

(v) bid the work for the Rehabilitation Project construction and administer the construction contract for the project at no cost to the County.

(vi) provide payment for the Rehabilitation project's construction at no cost to the County and provide payment of the rehabilitation project to the contractor.

(vii) require its Contractor(s) to provide continuous and uninterrupted ingress and egress to any private property within the work area.

(viii) upon completion of the construction of the "Project" operate and maintain the dam and auxiliary spillway.

(ix) install w-beam guardrail along Stagecoach Road over the structure where required by County.

7. SW 2<sup>nd</sup> Street Realignment. The work proposed at this site consists of the realignment of SW 2<sup>nd</sup> Street, as indicated on the design plan Exhibit "C." With respect to the Realignment,

(a) The County agrees to:

(i) furnish the engineering plans, construction documents and specifications for the SW 2<sup>nd</sup> Street realignment project at no cost to the District.

(ii) allow the District and its Contractor(s) to use the existing right-of-way to construct the "realignment" at no cost to the District.

(iii) work with the District (project lead) by reviewing of the bids received and agree to the Contractor(s) hired by District.

(iv) upon completion of the construction of the "realignment" retain ownership of the new segment of road and its right-of-way.

(v) maintain the new segment of road and its right-of-way as with all other county roads in the county once work is completed by the contractor(s) at no cost to the District.

(vi) erect and maintain the appropriate signage.

(vii) Allow for closure of road (SW 2<sup>nd</sup> Street) during construction of "project" at no cost to the District.

(b) The District agrees to:

(i) provide necessary land acquisition services and purchase necessary easements and property for the Realignment at no cost to the County.

(ii) obtain any permits necessary to complete the Realignment.

(iii) bid the work for the Realignment construction and administer the construction contract for the project at no cost to the County.

(iv) provide payment for the Realignment project's construction at no cost to the County and provide payment of SW 2<sup>nd</sup> Street realignment to the contractor.



(v) require its Contractor(s) to provide continuous and uninterrupted ingress and egress to any private property within the work area.

(vi) hire an engineer consultant to perform the construction engineering services (surveying, staking, and inspection/construction observation) for the Realignment at no cost to the District

(vii) provide payment for non-betterment relocation of any utilities required by the construction of the Realignment at no cost to the County.

8. Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the District shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the District. The District and the County shall be responsible for all salaries and benefits of their respective employees. Neither the District's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including but not limited to, overtime, vacation, retirement benefits, workers compensation, sick leave or injury leave. The District and the County shall be responsible for maintaining Worker's Compensation Insurance and Unemployment Insurance for its employees, and for payment of all Federal, State, local and any other payroll taxes with respect to its employees' compensation.

9. Assignment. Neither the County nor the District shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this Agreement. It is expressly understood and agreed to by the Parties that the District may enter into contracts for the services outlined herein.

10. Construction Area Control. To the extent permitted by law, the County relinquishes control to the District and its contractors during the period of the construction. The placement of barricades in the area of construction will be the responsibility of the District. This shall include placement of construction equipment and any obstacles which are created as a result of the construction project. To the extent permitted by law, the District expressly accepts control of the construction area, such control shall include,

but not be limited to, barricades, road crossing, construction equipment, and any obstacles created during construction of the Project.

11. Hold Harmless. Each Party agrees to save and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the negligent or wrongful acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.

12. Subcontractors. The District agrees to require any contractors or subcontractors, providing services under this Agreement, to indemnify and hold the County harmless to the same extent and as provided in Section 10 of this Agreement.

13. Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

14. Equal Employment Opportunity. In connection with the carrying out of activities provided herein, neither the District nor the County shall discriminate against a bidder or employee because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

15. The District further agrees that it shall require its contractors or subcontractors, providing

services under this Agreement, to agree to the following clause by including it in its contractor and subcontractor agreements:

*Independent Contractor.* It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship, and the Contractor, or any employees or other persons acting on behalf of the Contractor in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the Parties that the designated staff shall at all times continue to be employees of the Contractor for the duration of the Agreement. The Contractor shall be responsible for all salary and benefits payable under this Agreement and the Contractor's employees shall not be entitled to any salary from the District or the County or to any benefits made to District or County employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.

16. The District shall require any contractors or subcontractors, providing services under this Agreement, to agree to the insurance clause to be used for all County contracts, as provided in Exhibit "D" attached hereto and incorporated by this reference.

17. The Contractor shall not commence work under this Agreement until it has obtained all insurance required pursuant Exhibit "D" and has provided the District and the County with a Certificate of Insurance showing the specific limits of insurance required by Exhibit "D" and showing the District and the County as additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide the District and the County thirty (30) days-notice of cancellation, non-renewal of any material reduction of insurance coverage.

18. It is expressly understood by each Party that budgetary or fund limitations may limit their ability to comply with all or part of this Agreement. If either Party experiences budgetary or fund limitations which interferes with their ability to comply with all or part of this Agreement, such Party will immediately notify the other Party and the Parties shall in good faith mutually decide how they will proceed to fulfill their obligations under this Agreement.

19. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date opposite their signatures by their authorized representatives.

Dated: \_\_\_\_\_, 2018

County of Lancaster, Nebraska

By: \_\_\_\_\_

Todd Wiltgen, Chair  
Lancaster County Board of  
Commissioners

APPROVED AS TO FORM:

This \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Pat Condon, County Attorney

Dated: \_\_\_\_\_, 2018

Lower Platte South Natural Resources District

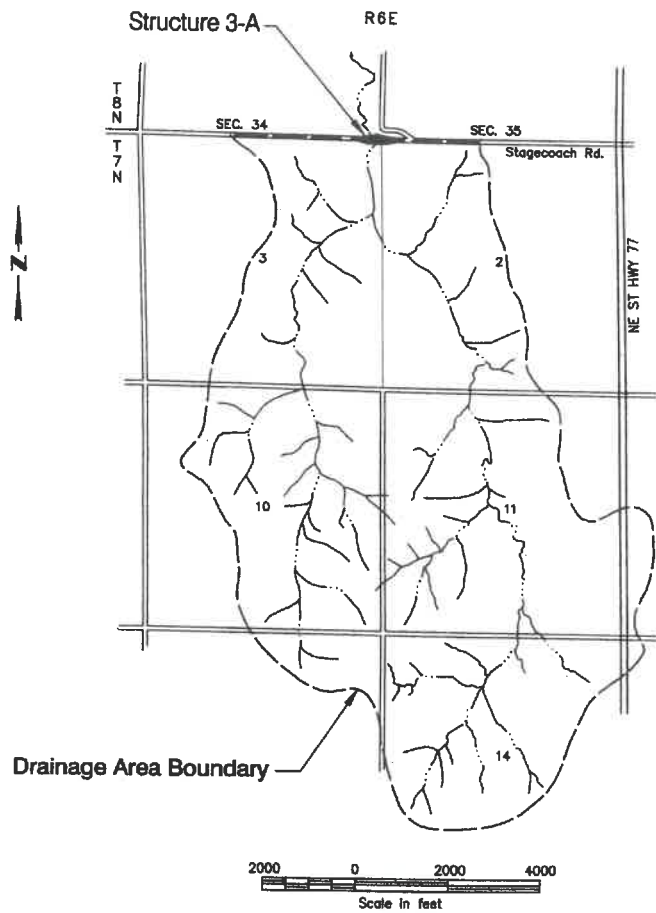
By: \_\_\_\_\_

Paul Zillig, General Manager  
Lower Platte South Natural  
Resources District

APPROVED AS TO FORM:

This \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Steve Seglin, Attorney for the District



**Location:**

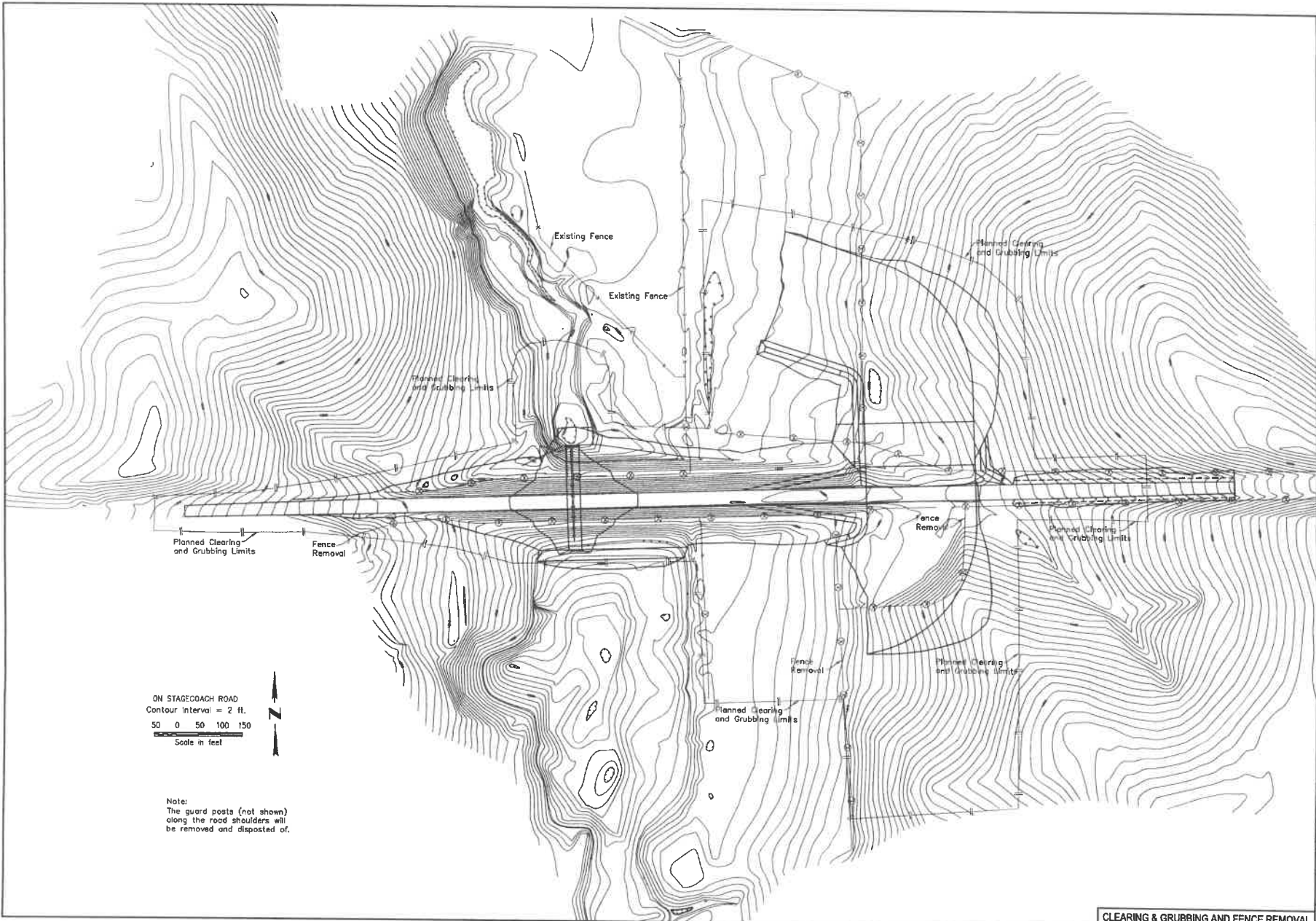
*Approximately 1 mile South and 1 mile East of Sprague, Nebraska on Stagecoach Road.*

**Legal description:**

*NE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>, Sec. 3, T7N, R6E Lancaster County, Nebraska*

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Exhibit "A"



CLEARING & GRUBBING AND FENCE REMOVAL

Designed	JNS	Date	4/17
Drawn	MAD	Checked	4/17
Checked	VWS	Approved	4/17

**STRUCTURE 3-A REHABILITATION**  
UPPER SALT CREEK WATERSHED  
LANCASTER COUNTY, NEBRASKA



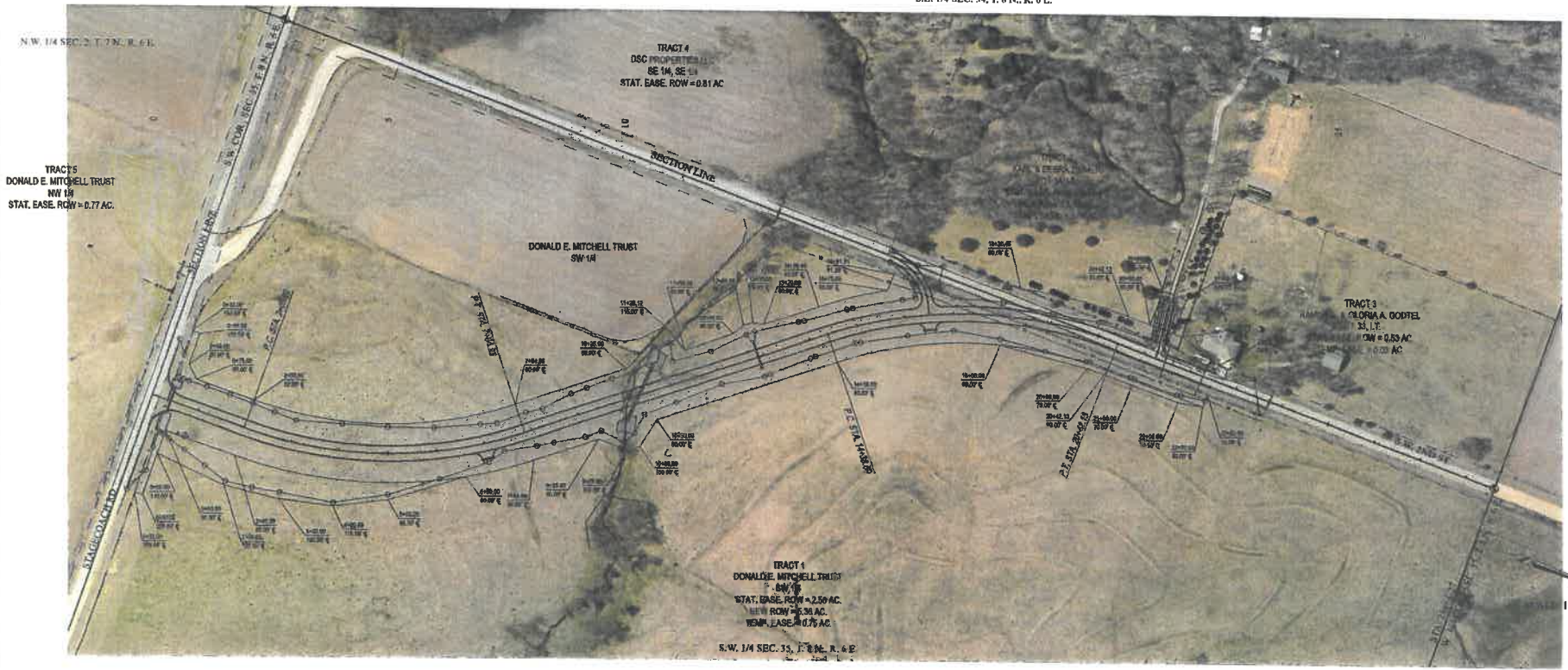
United States  
Department of  
Agriculture  
**USDA**  
Natural Resources  
Conservation Service

File No.  
Drawing No.  
Sheet 4 of 66

Exhibit "B"

(H)

S.E. 1/4 SEC. 34, T. 8 N., R. 6 E.



- LIMITS OF CONSTRUCTION
- STATUTORY EASE, R.O.W.
- NEW R.O.W.
- PERMANENT EASEMENT
- TEMPORARY EASEMENT

**RIGHT-OF-WAY**

LANCASTER COUNTY ENGINEERING DEPARTMENT

S.W. 2ND ST.

Exhibit "C"

15

F:\proj\2015\2015-01\151000\151000.dwg 20/05/2015 10:30

December 2016

## INSURANCE INSTRUCTIONS AND EXAMPLES

The City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commission recently updated the insurance requirements for services conducted on the premises. Please note that coverage amounts and other terms are now consistent for all three entities. Vendors must now provide a minimum of a Certificate of Accord and Endorsement for Additional Insured completed as shown in the attached Example documents. All companies which are not exempt from Workers Compensation Insurance must also complete an endorsement as shown. Please make special note of the following:

### Certificate of Liability Insurance

must be completed as shown in the example attached. Bid documents or Department Staff will specify which entity/s are to be listed. All other information including coverage amounts must also be completed as listed in the INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY, AND PUBLIC BUILDING COMMISSION CONTRACTS document. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

### Additional Insured Endorsement

completed as shown in the example attached. Bid documents or Department Staff will specify which entity/s are to be listed in this section. The Vendors Company Name and Policy Number must be completed by the insurer in the space provided. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

### Workers Compensation Endorsement -

completed as shown in the example attached. Bid documents or Department Staff will specify which entity/s are to be listed in this section. The Vendors Company Name, Policy Number and other information requested at the bottom of the page must be completed by the insurer in the space provided. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

If you or your insurance carriers have questions regarding these requirements, please email Brianne at [bcrooks@lincoln.ne.gov](mailto:bcrooks@lincoln.ne.gov) or call 402-441-7417.

Thank you.  
City/County Purchasing



**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND  
PUBLIC BUILDING COMMISSION CONTRACTS**

**1. Insurance; Coverage**

The contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Agreement. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$10,000.00 per occurrence.

**1.1 Workers' Compensation**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation. The contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

**1.2 Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a PER PROJECT basis, and the contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The description of operations must state "Blanket coverage for all projects and operations of Contractor" or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

**1.3 Automobile Liability**

The Contractor shall provide proof of Automobile coverage, which shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

**1.4 Builder's Risk Insurance (Required only if appropriate)**

The Contractor shall purchase and maintain property insurance upon the entire work at the site as provided by Contract, unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. In the event the Contractor procures the builder's risk policy herein, the Contractor shall provide an endorsement to the City/County/PBC, in a form approved by the City/County/PBC demonstrating additional insured coverage for the City/County/PBC. Approval of such endorsement shall not be unreasonably withheld by the City/County/PBC.

*\*Coverage required whenever work under contract involves construction or repair of a building structure or bridge.*

**1.4.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

To the extent provided in the Contract, the Contractor and its Subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged.

**1.5 Pollution Liability (Required only if appropriate)**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

*\*Coverage required whenever work under contract involves pollution risk to the environment.*

**1.6 Professional Liability (Required only if appropriate)**

Professional Liability Insurance covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act for which the Contractor.

*\*Required whenever service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.*

**1.7 Railroad Contractual Liability Insurance (Required only if appropriate)**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing. Contractual Liability Endorsement (ISO® form CG24170196 or newer) must be provided. The Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad.

**1.7.1 Railroad Protective Liability** (Required only if appropriate)

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

**1.8 Errors and Omissions: Professional Liability; Cyber Insurance** (Required only if appropriate)

The Contractor shall maintain in an amount not less than \$1,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services for the City/County/PBC or on behalf of the City/County/PBC hereunder. Contractor's policy should also include network risk / cyber coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense). Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement. The City/County/PBC shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

**2. Additional Insured**

An Additional Insured endorsement shall be provided to City/County/PBC naming City/County/PBC as additional insureds using ISO additional insured endorsement (CG20 10), edition date 11/85, or an equivalent (e.g. CG 2010, edition date 10/93, plus CG 20 37, edition date 10101), under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.

**3. Certificates**

The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Contractor shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the City/County/PBC within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

**4. Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

To the extent provided in the Contract, the Contractor and its Subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even

though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged.

**5. Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

**6. Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

**7. Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

**8. Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

**9. Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

**10. Sovereign Immunity**

Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		FAX (AAC, No.):	
	PHONE (AAC, No, Ext):		ADDRESS:	
INSURED	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A:			
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

WEEK LTR	TYPE OF INSURANCE	ADD'N/ISSR (REF) (NO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COVERED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lancaster County is listed as additionally insured.

### CERTIFICATE HOLDER

Lancaster County  
555 South 10th Street  
Lincoln, NE 68508

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

Lancaster County

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the ~~coverage~~ afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**Lancaster County**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

**Endorsement Insured**

**Effective Policy No.**

**Endorsement No. Premium**

**Insurance Company**

**Countersigned by**

WC 00 03 13  
(Ed. 4-84)

Consideration of the approval to acquire landrights, and professional services contracts (appraisals and acquisition services) for the Upper Salt 3-A Watershed Rehabilitation/ Southwest 2<sup>nd</sup> Street Relocation Project.

The project of Upper Salt 3-A southeast of Sprague is part of the USDA/NRCS Watershed Rehabilitation Program. The structure was constructed in 1955 and was considered a hazard classification "b" (Significant) at the time it was constructed. Currently, the hazard classification is considered "c" (High). Back in 2009, the USDA/NRCS completed a Site Assessment Report. The site assessment included hydrologic and hydraulic analyses, reservoir routing, dam breach analysis, and breach inundation mapping. Based on the assessment, to extend the useful life of the structure by upgrading the site to current NRCS criteria for a high hazard dam would require: raising the auxiliary spillway, providing adequate auxiliary spillway capacity, raising the top of the dam, flattening the side slopes, and replacing the conduit and principal spillway riser. It was determined that additional land would be needed for the improvements and would require the acquisition of an additional easements.

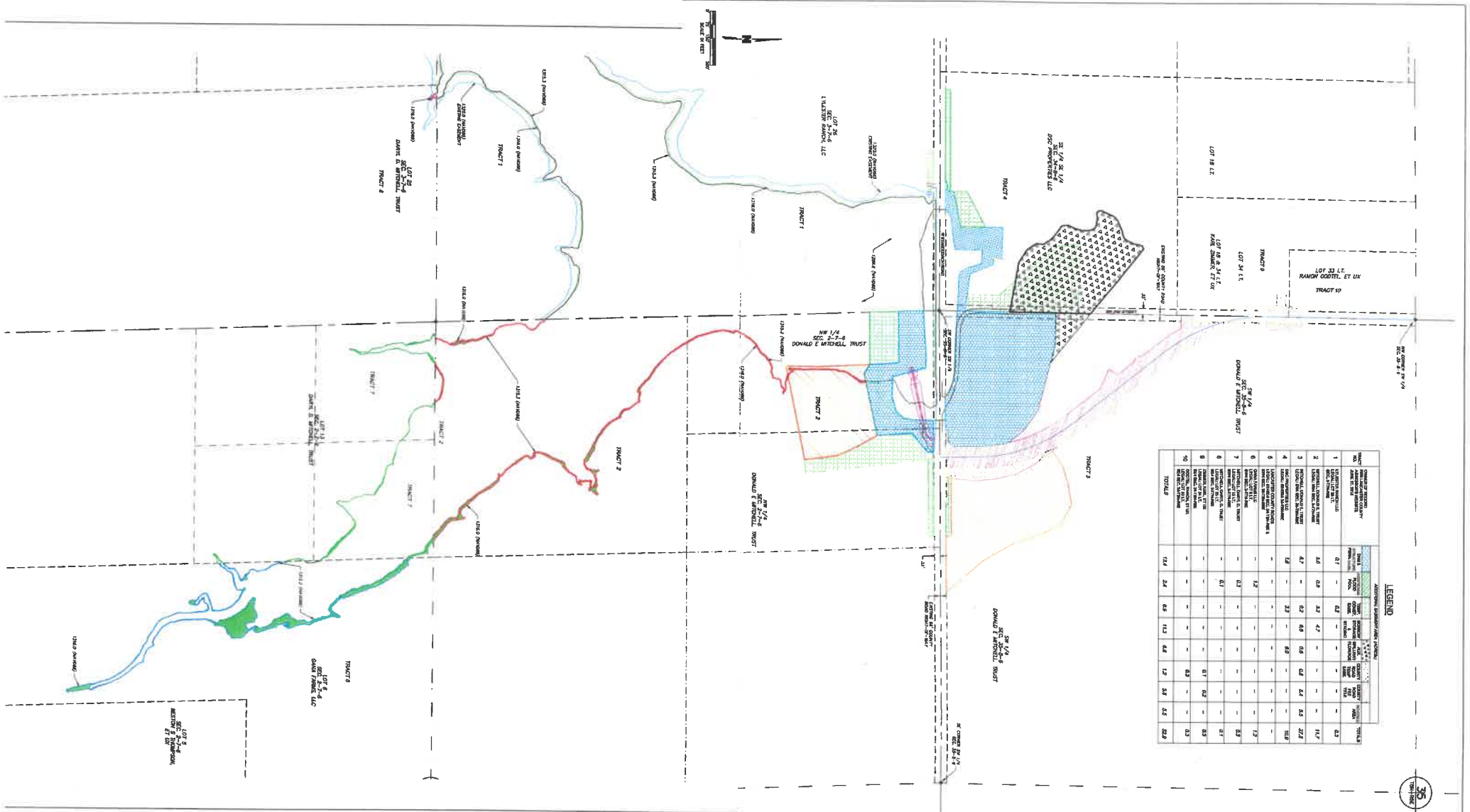
NRCS Engineers finalized those design changes and also determined that the design storm had increased slightly which required them to store more floodwater. Therefore, the height of the dam is to be increased by 0.6 feet. The permanent pool (lake) will remain the same but the flood pool will increase approximately 0.7 feet and additional easements will need to be obtained for this area. The top of dam width (road width) will be increased from 26 feet to 34 feet for the length of the dam. The width of the auxiliary spillway will be increased from 160 feet to 250 feet. The concrete inlet structure will be replaced. The principal spillway pipe will be increased from 36-inch diameter to 48-inch diameter. The plunge pool (the pool of water at the pipe outlet) will be replaced with an impact basin (a concrete structure that slows the water down before letting it back into the channel). Southwest 2<sup>nd</sup> Street will be realigned and w-beam guard rail will be installed on Stagecoach Road along both sides of the dam.

The design, survey and plans have be finalized by NRCS, plans reviewed by the Department of Natural Resources, and a draft landrights map showing the additional easements/land rights needed for the project have been developed. Olson Associates was hired to develop the landrights map (attached) and legal descriptions for the necessary permanent and temporary easements. The NRD will need to acquire easements from seven different landowners.

In order to obtain the easements, the District will need to authorize the acquisition of land rights and hire an appraiser, appraisal reviewer, and negotiation firm. Proposals were received from Great Plains Appraisal, Inc. in the amount of \$18,000 for the property appraisal, from RL Keith Consultant, Inc in the amount of \$6,375 for UASFLA 2016 or USPAP (yellowbook) appraisal review, and from Midwest Right of Way Services, Inc. in the amount of \$18,260 for negotiation services. A copy of each proposal is attached.

Staff recommends the subcommittee **recommend the Board of Directors authorize the acquisition of landrights for the Upper Salt 3-A Watershed Rehabilitation/Southwest 2nd Street Relocation Projects and approval of the professional services contracts with Great Plains Appraisal not to exceed \$18,000, RL Keith Consultant, Inc. not to exceed \$6,375, and Midwest Right of Way Services, not to exceed \$18,260, subject to legal counsel review.**





**LEGEND**

ADDITIONAL INFORMATION/NOTES

NO.	DESCRIPTION	AREA (AC)	PERCENT	TOTAL AREA (AC)	TOTAL PERCENT
1	EXISTING PAVED ROAD	0.17	0.2	0.17	0.2
2	EXISTING ASPHALT DRIVE	0.2	0.2	0.2	0.2
3	EXISTING ASPHALT DRIVE	0.2	0.2	0.2	0.2
4	EXISTING ASPHALT DRIVE	0.2	0.2	0.2	0.2
5	EXISTING ASPHALT DRIVE	0.2	0.2	0.2	0.2
6	EXISTING ASPHALT DRIVE	0.2	0.2	0.2	0.2
7	EXISTING ASPHALT DRIVE	0.2	0.2	0.2	0.2
8	EXISTING ASPHALT DRIVE	0.2	0.2	0.2	0.2
9	EXISTING ASPHALT DRIVE	0.2	0.2	0.2	0.2
10	EXISTING ASPHALT DRIVE	0.2	0.2	0.2	0.2
TOTAL		1.4	1.4	1.4	1.4



Thomas W. Kubert, MAI, CCIM
Cody Gerdes, MAI
Lori L. Johnson, MAI
Jason L. Pickerel, MAI
Wayne W. Kubert, MAI

ENGAGEMENT FOR APPRAISAL SERVICES
NON-RESIDENTIAL
(PAGE 1 OF 2)

CLIENT INFORMATION

CLIENT: Lower Platte South NRD CLIENT CONTACT: David Potter
DELIVERY ADDRESS: 3125 Portia Street
CITY: Lincoln STATE: NE ZIP CODE: 68521
PHONE NUMBER: (402) 476-2729 E-MAIL: dpotter@lpsnrd.org
SECONDARY CLIENT: N/A

PROPERTY INFORMATION

OWNER NAME(S): Multiple, See Additional Sheet
PROPERTY ADDRESS: Multiple, See Additional Sheet
LEGAL DESCRIPTION/PARCEL ID: Multiple, See Additional Sheet
PROPERTY TYPE: [ ] APARTMENT- # UNITS: [ ] OFFICE [ ] INDUSTRIAL [ ] SERVICE
[ ] RETAIL [ ] MIXED USE [X] LAND [ ] OTHER:

USE/USER(S) OF APPRAISAL

USE: [ ] SALE SALE PRICE \$ [ ] INTERNAL OWNERSHIP DECISION PROCESS
[ ] FINANCE/REFINANCE [ ] OTHER:
USER OF APPRAISAL REPORT: [X] CLIENT [ ] OWNER
[ ] OTHER:

SCOPE OF SERVICES

[X] APPRAISAL REPORT [ ] CONSULTATION
[ ] RESTRICTED APPRAISAL REPORT [ ] OTHER:

PRIOR APPRAISAL SERVICES

I HAVE PERFORMED SERVICES AS AN APPRAISER, OR IN ANY OTHER CAPACITY, REGARDING THIS PROPERTY WITHIN THE THREE-YEAR PERIOD IMMEDIATELY PRECEDING THIS PROPOSAL

[ ] YES [X] NO

COMMENT: N/A

INITIAL INFORMATION NEEDED (IF APPLICABLE)

[ ] PURCHASE AGREEMENT [X] LEASE DATA/COPY
[X] PLANS/COSTS [ ] REAL ESTATE INCOME/EXPENSE DATA
[ ] OTHER:

PROPERTY ACCESS INFORMATION

CONTACT NAME: PHONE:

[ ] OWNER [ ] REPRESENTATIVE [ ] TENANT [ ] OTHER:

**GREAT PLAINS APPRAISAL, INC.**  
**ENGAGEMENT FOR APPRAISAL SERVICES: NON-RESIDENTIAL**  
**(PAGE 2 OF 2)**

**PROPOSAL**

- APPRAISAL SERVICES REPORT SHALL BE COMPLETED IN ACCORDANCE WITH THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICES (USPAP) AND IN CONFORMITY WITH THE CODE OF PROFESSIONAL ETHICS AND STANDARDS OF THE APPRAISAL INSTITUTE.
- PROPOSED TOTAL FEE
- REQUIRED RETAINER  TO BE PAID PRIOR TO COMMENCEMENT OF APPRAISAL PROCESS, REMAINDER OF FEE DUE UPON DELIVERY OF REPORT.
- PROPOSED COMPLETION  DATE: \_\_\_\_\_  
 8 WEEKS AFTER SIGNED ENGAGEMENT
- HOW MANY COPIES OF REPORT?  PDF:  YES  NO
- APPRAISAL SERVICES MAY BE ASSIGNED WITHIN GREAT PLAINS APPRAISAL BASED ON AVAILABILITY AND COMPETENCY.
- ADDITIONAL SERVICES (MEETINGS, DEPOSITIONS, TESTIMONY, TRAVEL, AND/OR PREPARATION)  
BILLED AT  PER HOUR FOR SERVICES AFTER DELIVERY OF ORIGINAL REPORT.
- CLIENT AGREES THAT NO OTHER REPORTING STANDARDS APPLY OTHER THAN THOSE NOTED IN THIS ENGAGEMENT.
- APPRAISAL RESULTS ARE NOT ASSIGNABLE NOR TRANSFERABLE TO ALTERNATE CLIENT OR USE AFTER ENGAGEMENT AND DELIVERY OF APPRAISAL SERVICES.
- COMMENTS: Reports to conform with UASFLA (Yellowbook) as Supplemental Report Standard  
See attached Engagement Addendum

**DISCLOSURE**

THE APPRAISERS SIGNING THIS REPORT HAVE FUNCTIONED AS CONSULTANTS TO THE BOARD OF EQUALIZATION OF LANCASTER COUNTY, NEBRASKA DURING THE THREE-YEAR PERIOD PRECEDING THE DATE OF THIS APPRAISAL. THAT CONSULTING ASSIGNMENT MAY HAVE INCLUDED THE SUBJECT PROPERTY RELATED TO THE APPEAL OF ASSESSMENTS FOR TAXATION. THE FUNCTION OF THE APPRAISERS IN THAT CONSULTING CAPACITY WAS EXEMPT FROM THE NEBRASKA REAL PROPERTY APPRAISERS ACT. ALL DATA, ANALYSIS, AND DOCUMENTATION RELATED TO THIS CONSULTING ASSIGNMENT ARE MAINTAINED BY THE COUNTY CLERK OF LANCASTER COUNTY, NEBRASKA.

OTHER: N/A

**ACCEPTANCE OF PROPOSAL**

PROPOSAL SUBMITTED BY: *Cody Gerdes* DATE: 10/10/2018

PRINT NAME: Cody Gerdes

THIS PROPOSAL SHALL BE CONSIDERED VALID FOR  DAYS FROM DATE INDICATED WITH THE GREAT PLAINS APPRAISAL SIGNATURE.

ACCORDING TO THE TERMS OF THE PROPOSAL, I/WE ACCEPT YOUR PROPOSAL AND WORK IS AUTHORIZED TO BEGIN UPON RECEIPT OF THIS NOTICE, AND ANY REQUIRED RETAINER FEES. ALL REMAINING PROFESSIONAL ARE DUE UPON RECEIPT OF THE APPRAISAL REPORT.

CLIENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

Tract	Owner	Fee
1	Lylester Ranch	\$3,000
2 & 3	Donald Mitchell Trust	\$4,000
4	DSC Properties	\$3,500
5	Lancaster County Roads	\$0
6	Gana Farms	\$3,000
7 & 8	Daryl D. Mitchel Trust	\$3,500
9	Karl Zimmer	\$3,000
10	Ramon Godtel	\$3,000
Total		\$23,000
Less Discount (20%)		\$4,600
		\$18,400
<b>Rounded:</b>		<b>\$18,000</b>

## Engagement Addendum

### **Insurance**

Great Plains Appraisal Company agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability Insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of performance of services under this Agreement caused by the negligent acts, errors or omissions for which Great Plains Appraisal Company is legally liable. Upon request, Lower Platte South NRD shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the Lower South Platte NRD.

### **Indemnification**

Great Plains Appraisal Company shall indemnify, defend and save harmless Lower Platte South NRD and its agents, employees, officers and directors from all loss, damages, liability, costs or expenses, including but not limited to, attorney fees, which Lower Platte South NRD, its agents, employees, officers and directors may pay or become obligated to pay because of any claim or assertion of liability arising or alleged to have arisen out of any negligent act or omission of Great Plains Appraisal Company, its agents, contractors, subcontractors, servants, employees, licensees or invitees as a result of or arising out of its duties, responsibilities or performance of this Agreement.

Lower Platte South NRD shall indemnify, defend and save harmless Great Plains Appraisal Company and its agents, employees, officers and directors from all loss, damages, liability, costs or expenses, including but not limited to, attorney fees, which Great Plains Appraisal Company, its agents, employees, officers and directors may pay or become obligated to pay because of any claim or assertion of liability arising or alleged to have arisen out of any negligent act or omission of Lower Platte South NRD, and its employees, as a result of or arising out of its duties, responsibilities or performance of this agreement.

**RL KEITH CONSULTANT, INC.**

*Richard L. Keith, MAI, AI-GRS*  
419 NW 7<sup>TH</sup> Place, Cape Coral, FL 33993  
402+890-9629 rkeith@rlkeith.com

**ENGAGEMENT FOR APPRAISAL REVIEW SERVICES**

**CLIENT INFORMATION:**

**CLIENT:** Lower Platte South NRD  
**ADDRESS:** 3125 Portia St., Lincoln, NE 68521  
**PHONE:** 402-476-2729  
**OTHER INTENDED USERS:** \_\_\_\_\_

**CONTACT:** David Potter  
**EMAIL:** dpotter@lpsnrd.org

**APPRAISAL REPORT INFORMATION:**

**APPRAISER:** Great Plains Appraisal, Lincoln, NE  
**PROPERTY IDENTIFICATION:** Appraisal reports on seven properties involved in the Upper Salt 3A Project located in Lancaster County, NE.

**PROPERTY TYPE:** Land

**APPRAISAL REPORT:**

- USPAP COMPLIANCE
- UASFLA COMPLIANCE

**NOTE: COMMENCEMENT OF APPRAISAL REVIEW WILL REQUIRE ELECTRONIC TRANSMITTAL OF A COMPLETE APPRAISAL REPORT IN ADOBE PDF FORMAT.**

**APPRAISAL REVIEW & REVIEW REPORT:**

**Purpose of Review:** To develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to the appraisal; to develop an opinion as to whether the opinions and conclusions are creditable within the context of the requirements applicable to that work; and to develop the reasons for any disagreement. The reviewer is not obligated to provide an alternative opinion of value if the reviewer disagrees with the appraiser’s opinion.

**Intended Use of Review:** To provide the client with an unbiased opinion of the appraisal report being reviewed consistent with the requirements of the client and the purpose and function of the review.

**Scope of Work:** The scope of the review appraisal included a review of the report for quality, completeness, adequacy, relevance, appropriateness, and reasonableness consistent with the requirements of client including *UASFLA 2016* (if applicable to the appraisal report) or applicable *USPAP* (if *UASFLA 2016* is not applicable to the appraisal report). The review report will incorporate the information contained in the appraisal report by reference including the physical, legal, and economic characteristics of the property and market area in the work reviewed, and the information contained in the report is presumed reliable and correct unless otherwise noted in the appraisal review reports.

Unless noted below in “Modifications to Scope of Review”, the review appraiser:

1. Has not performed services as an appraiser, or in any other capacity, regarding the property during the three-year period immediately preceding this proposal. If, during the appraisal review process, the review appraiser becomes aware of prior services the reviewer will inform the client and a determination will be made by the client whether to suspend or continue review appraisal services.
2. Will not independently verify information contained in the appraisal report or complete additional data research.
3. Will not complete an inspection of the property or complete a field review of the market or market data contained in the appraisal report. The review completed will consist of the scope commonly referred to as a "desk review."
4. Will not conclude an independent opinion of the value of the property unless noted in this review report.
5. Will not incorporate hypothetical conditions or extraordinary assumptions unless noted in the Review Appraisal report.
6. In the event the appraisal report is determined by the reviewer to be deficient, the reviewer will contact the appraiser to discuss specific issues in an attempt to obtain an appraisal report acceptable in the opinion of the reviewer as agent for the client. The review appraiser acknowledges that these efforts may or may not result in obtaining an acceptable appraisal report.

**Modifications to  
Scope of Review:** None

**Appraisal Review Report:** The appraisal review report will be completed in accordance with USPAP, UASFLA 2016 (if applicable), and in conformity with the Code of Professional Ethics and Standards of the Appraisal Institute. The review report will be electronically transmitted in secured PDF format, restricted to high definition printing only.

**REVIEW FEE PROPOSAL:**

**FEE PROPOSAL:** \$6,375.00 (per tract fee included in this proposal).

**PROPOSED COMPLETION:** Within fifteen business days of receipt of electronic pdf copy of completed appraisal report.

**REVIEW REPORT:** The review report will be electronically transmitted in secured PDF format, restricted to high definition printing only.

**ADDITIONAL SERVICES:** Ancillary services such as meetings, depositions, testimony, travel) will be compensated and billed at \$175/hour plus out-of-pocket costs for travel.

**OTHER COMMENTS:** None

**SUBMITTED BY:** RL Keith Consultant, Inc. by Richard L. Keith, President



Richard L. Keith, MAI, AI-GRS, NE CG #950208      10/3/2018 (Date)

**ACCEPTANCE OF PROPOSAL:**

**I/we hereby accept the proposal per the terms herein cited, and authorize commencement of services upon receipt of this notice. Fees are due upon receipt of the appraisal review report. In the event the services are terminated by the client prior to completion, the fee due will be adjusted to reflect the pro-rata amount of work completed by the review appraiser.**

**Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name/Title:** \_\_\_\_\_



**PER TRACT FEE BREAKDOWN**

		<b>Review</b>
<b>Tract</b>	<b>Owner</b>	<b>Fee</b>
1	Lylester Ranch	\$850
2 & 3	Donald Mitchell Trust	\$1,125
4	DSC Properties	\$875
6	Gana Farms	\$850
7 & 8	Daryl D. Mitchel Trust	\$975
9	Karl Zimmer	\$850
10	Ramon Godtel	<u>\$850</u>
Total		\$6,375

**RL KEITH CONSULTANT, INC.**  
Richard L. Keith, MAI, AI-GRS  
419 NW 7<sup>TH</sup> Place, Cape Coral, FL 33993  
402-890-9629 rkeith@rlkeith.com

**QUALIFICATIONS OF REVIEW APPRAISER**

**Richard L. Keith, MAI, AI-GRS**

**EXPERIENCE**

RL Keith Consultant, Inc. – Cape Coral, Florida, Lincoln, Nebraska Review appraiser, President	2011-Pesent
USDA Rural Development, Lincoln, Nebraska NE State Appraiser, Regional Review Appraiser	2009-2015
Great Plains Appraisal Company - Lincoln, Nebraska 1995-2011 President, CEO, Commercial appraiser	
Allied Appraisal Associates of New England, Inc. - Worcester, Massachusetts Executive Vice President, Commercial appraiser	1989-1995
Trampe & Associates Company, Subsidiary-Commercial Federal Savings & Loan - Lincoln, Nebraska Senior Vice President, Commercial Department Manager	1984-1989
Trampe Appraisal Company - Lincoln, Nebraska Vice President, Commercial appraiser,	1972-1984
Nebraska Department of Roads – Lincoln, Nebraska Staff Appraiser	1969-1972

Extensive experience since 1969 in the appraisal of agricultural, residential, commercial, industrial, and special purpose properties. Extensive experience in litigation-related appraising, and qualified as an expert witness in various jurisdictions including District Courts in Nebraska, Superior Courts in Massachusetts, and Federal Courts.

Extensive review appraisal experience since 2009 completing appraisal reviews on agricultural, residential, commercial, industrial, and special purpose properties. Reviews included compliance with USPAP, Uniform Appraisal Standards For Federal Land Acquisition, and compliance with various federal and state regulatory agencies.

Served on various committees of the Nebraska Chapter and the Greater Boston Chapter of the Appraisal Institute. Also serves on various national committees of the Appraisal Institute.

**EDUCATION**

Syracuse University - Syracuse, New York  
University of Nebraska at Lincoln - Lincoln, Nebraska  
Appraisal Institute Educational Offerings – Completed over 750 hours of courses and seminars offered by the Appraisal Institute including the required curriculum associated with the MAI and AI-GRS designations. Have met the continuing education requirements of the Appraisal Institute.  
Other Professional Education – Completed numerous educational offerings of other professional appraisal organizations and providers including IRWA and Review Training Sessions provided by the Nebraska Real Property Appraiser Board.  
Transcripts and details of professional education available upon request.

**LICENSES**

Nebraska Certified General Appraiser #950208. Have met the continuing education requirements of the Nebraska Real Property Appraiser Board.

**MEMBERSHIPS**

Appraisal Institute, MAI (appraiser designation) and AI-GRS (review appraiser designation)

September 17, 2018

Mr. David Potter  
Assistant General Manager  
Lower Platte South Natural Resources District  
3125 Portia Street, Box 83581  
Lincoln, Nebraska 68501-3581

RE: Proposal for Right of Way Services  
Upper Salt 3A Project – Land Rights

Dear Mr. Potter:

Midwest Right of Way Services, Inc. is pleased to provide this proposal for right of way services for the above referenced project in Lancaster County, Nebraska. We provide the following information for the Lower Platte South Natural Resources District's (NRD) consideration.

## ***CONSULTANT AND KEY PERSONNEL***

***Consultant-*** Midwest Right of Way Services, Inc.  
13425 "A" Street  
Omaha, Nebraska 68144  
(402) 955-2900  
(402) 955-2903 FAX

***Key Personnel-*** Jack Borgmeyer, President

## ***PROJECT UNDERSTANDING***

This project involves the acquisition of easements and land rights at the intersection of Stagecoach Road and SW 2<sup>nd</sup> Street necessary for the above-referenced project in Lancaster County, Nebraska. The project includes the acquisition of easements from seven property owners.

### ***PROJECT MANAGEMENT***

This task will involve coordination of all project elements so that work is initiated as it should be, appropriate progress is made, and schedules are met. Coordination and scheduling of the acquisition of easements and the approval process will be the responsibility of the project manager.

### ***TITLE RESEARCH***

If necessary, title searches will be performed on the property to be acquired in order to determine fee ownership and any liens and encumbrances which will affect the title. Nebraska Title Company will provide the title report if needed.

### ***APPRAISAL***

This task involves preparation of appraisal report which will provide a value for the easement to be acquired. Tom Kubert, and/or Cody Gerdes, of Great Plains Appraisal, Inc. in Lincoln will prepare and provide the reports directly to the Lower Platte South NRD. Mr. Kubert and Mr. Gerdes are experienced appraising these types of projects and are approved by Nebraska Department of Roads to provide appraisals for Federal-Aid projects.

### ***ACQUISITION***

Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective and the project's impact on each property before meeting with the individual property owner. We will prepare all necessary documents, present and explain the offer, answer all acquisition-related questions, and secure signatures from all interested parties.

Midwest Right of Way Services will perform the services in accordance with the Lower Platte South NRD's acquisition procedures. Our goal is to acquire the necessary easement through amicable negotiations. If condemnation is required, Midwest Right of Way Services will deliver the parcel file to the Lower Platte South NRD and be available for consultation or condemnation testimony.

### ***INSURANCE***

Midwest Right-of-Way agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability Insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of performance of services under this Agreement caused by the negligent acts, errors or omissions for which Midwest Right of Way is legally liable. Upon request, Lower Platte South NRD shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the Lower South Platte NRD.

Midwest Right of Way shall indemnify, defend and save harmless Lower Platte South NRD and its agents, employees, officers and directors from all loss, damages, liability, costs or expenses, including but not limited to, attorney fees, which Lower Platte South NRD, its agents, employees, officers and directors may pay or become obligated to pay because of any claim or assertion of liability arising or alleged to have arisen out of any negligent act or omission of Midwest Right of Way, its agents, contractors, subcontractors, servants, employees, licensees or invitees as a result of or arising out of its duties, responsibilities or performance of this Agreement.

Lower Platte South NRD shall indemnify, defend and save harmless Midwest Right of Way and its agents, employees, officers and directors from all loss, damages, liability, costs or expenses, including but not limited to, attorney fees, which Midwest Right of Way, its agents, employees, officers and directors may pay or become obligated to pay because of any claim or assertion of liability arising or alleged to have arisen out of any negligent act or omission of Lower Platte South NRD, and its employees, as a result of or arising out of its duties, responsibilities or performance of this Agreement.

### ***TEAM MEMBERS***

Jack Borgmeyer, SR/WA, R/W-RAC, is President of Midwest Right of Way Services, Inc. He is qualified to complete all aspects of the right of way process. He has over 35 years of experience relating to real estate and right of way. His experience includes right of way title searches, land and easement acquisition, relocation, condemnation testimony, and project management.

Stacey A. Kroeger, R/W-RAC, Right of Way Agent, has worked for Midwest Right of Way Services since February, 2001. She has performed acquisition negotiations and relocation assistance since May, 2005. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects.

Denny Bliss, Right of Way Agent, has worked for Midwest Right of Way Services since July, 2011. He has performed acquisition negotiations for state, local and federally funded projects. His experience includes preparation and review of legal descriptions, review of land title reports, as well as the ability to read, interpret, and draw engineering plans. He has experience with airport, roadway, drainage, sewer, and utility projects. He is also an experienced CADD technician.

Dave Minino, Right of Way Agent, has worked for Midwest Right of Way Services since May, 2012. He has performed acquisition negotiations for state, local and federally funded projects. His experience includes right of way title searches and airport, roadway, drainage, sewer, and utility projects.

**Maria Rodriguez, Right of Way Agent, has worked for Midwest Right of Way Services since October, 2013. She performed several years of acquisition negotiations and relocation assistance in Phoenix, Arizona. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects. Maria speaks and writes the Spanish language fluently.**

**John Borgmeyer, Right of Way Agent, has worked for Midwest Right of Way Services since June, 2014. He has performed acquisition negotiations for state, local and federally funded projects in Nebraska, Iowa and Kansas, and relocation assistance for local and federally funded projects in Nebraska. His experience includes roadway, airport, drainage and sewer projects.**

**Jim Abbott, Right of Way Agent, has worked for Midwest Right of Way Services since January, 2017. He has performed acquisition negotiations for sewer and roadway projects in Sarpy County and Douglas County. His experience includes twenty years of real estate management of commercial and investment properties in the Midwest working for a management company throughout Nebraska, Iowa, and South Dakota.**

**Charles Hamilton, Right of Way Agent, has worked for Midwest Right of Way Services since June, 2018. He has performed acquisition negotiations for state, local, and federally funded projects in Nebraska. His experience includes three and a half years of state, local, and federally funded acquisition negotiations, and several years working as both a private land use attorney and a deputy county attorney specializing in civil advice and representation in Nebraska.**

**Sandy Dowse provides office support and document preparation for Midwest Right of Way's acquisition and relocation agents.**

### ***AVAILABILITY***

**Midwest Right of Way Services can begin negotiations immediately upon receipt of the Lower Platte South NRD's Notice to Proceed.**

### ***PROJECT STATUS REPORTS***

**Project status reports will be submitted to the Lower South Platte NRD as needed. Each report will detail the status of the acquisition, and any remarks which may need to be addressed:**

***PAYMENT FOR SERVICES***

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

**Hourly Salary Rates**

Project Manager	\$ 95.00
Right of Way Agent/Relocation Agent	\$ 85.00
Mileage at Standard IRS Rate	\$ 0.545 per mile

The maximum fees for each task will be as follows:

<u>Task</u>	<u>Maximum Fee</u>
Acquisition 7 owners @ \$2,380.00 each	\$ 16,660.00
Title Services (if necessary)(8)	\$ 1,600.00

**TOTAL MAXIMUM FEES** **\$ 18,260.00**

If additional work or meetings are requested beyond the scope indicated in this proposal, we will contact you to discuss revising the contract amount before the additional work is started. Condemnation court testimony and consultation will be billed at our standard hourly rate plus expenses, if needed. Invoices will be sent on an approximate monthly basis for services rendered.

If the above described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter for your files and return the duplicate copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.



Jack Borgmeyer  
President

***ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED***

\_\_\_\_\_  
Authorized Representative  
Lower Platte South Natural Resources District

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

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2018, by the U.S. GEOLOGICAL SURVEY, Nebraska Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **the operation and computation of records for 16 streamgages**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$46,520 by the party of the first part during the period October 1, 2018 to September 30, 2019
- (b) \$111,540 by the party of the second part during the period October 1, 2018 to September 30, 2019
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$26,995

Description of the USGS regional/national program:  
**Groundwater and Streamflow Information Program**

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).



U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000000121  
Agreement #: 19NRJFA00030  
Project #: NR00GS1  
TIN #: 47-0542969

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Jason Lambrecht  
Hydrologic Data Section Chief  
Address: 5231 South 19th  
Lincoln, NE 68512  
Telephone: (402) 328-4124  
Fax: (402) 328-4101  
Email: jmlambre@usgs.gov

**Customer Technical Point of Contact**

Name: Paul Zillig  
General Manager  
Address: PO Box 83581  
Lincoln, NE 68501  
Telephone: (402) 476-2729  
Fax:  
Email:

**USGS Billing Point of Contact**

Name: Lisa Dietsch  
Administrative Officer  
Address: 5231 South 19th  
Lincoln, NE 68512  
Telephone: (402) 328-4116  
Fax: (402) 328-4101  
Email: ldietsch@usgs.gov

**Customer Billing Point of Contact**

Name: Paul Zillig  
General Manager  
Address: PO Box 83581  
Lincoln, NE 68501  
Telephone: (402) 476-2729  
Fax:  
Email:

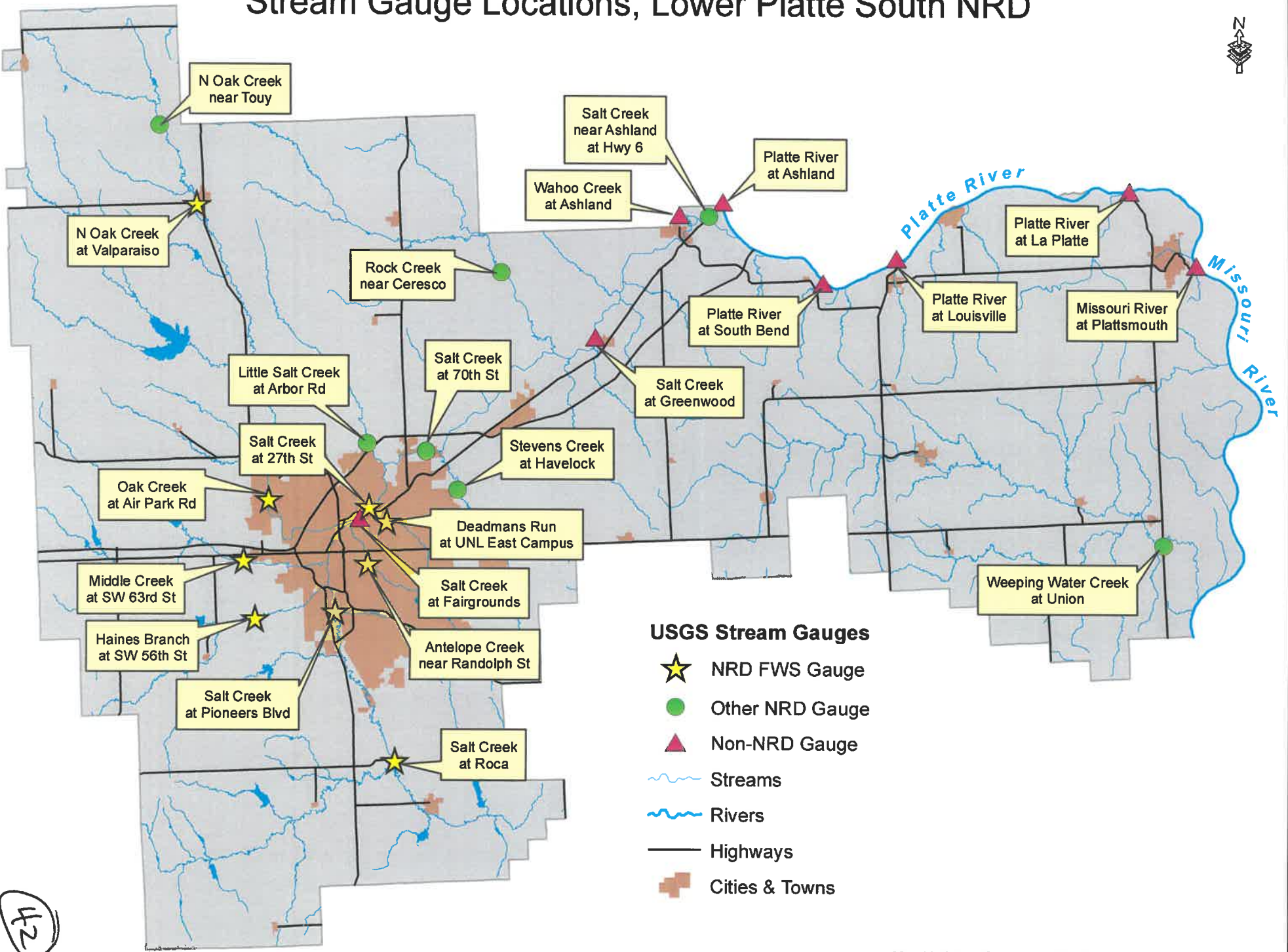
U.S. Geological Survey  
United States  
Department of Interior

Lower Platte South Natural Resources District

Signature  
By  Date: 09/04/2018  
Name: Jason M. Lambrecht  
Title: Acting Director

Signatures  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:  
  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:  
  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

# Stream Gauge Locations, Lower Platte South NRD

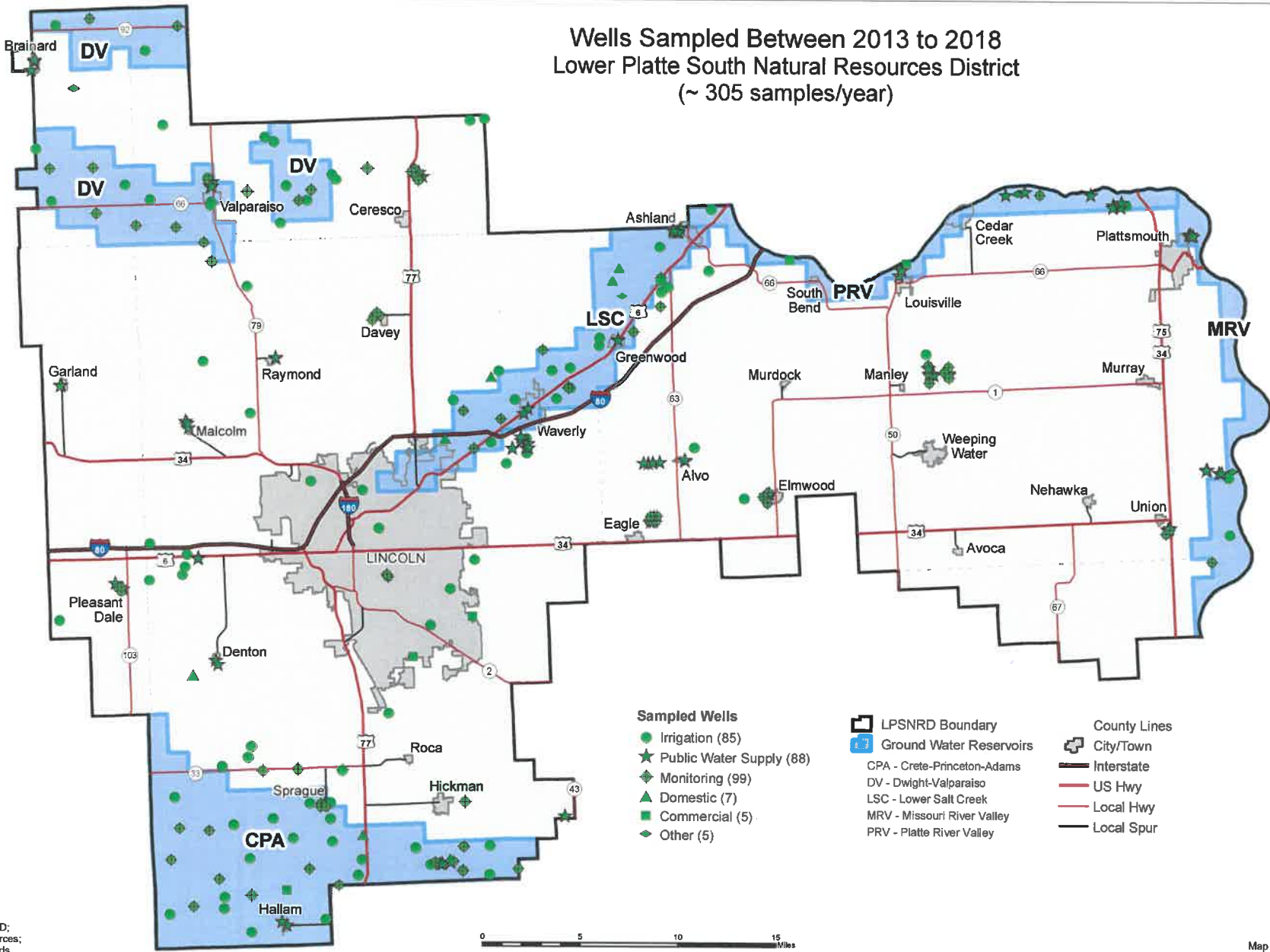


## USGS Stream Gauges

- ★ NRD FWS Gauge
- Other NRD Gauge
- ▲ Non-NRD Gauge
- ~ Streams
- ~ Rivers
- Highways
- Cities & Towns

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# Wells Sampled Between 2013 to 2018 Lower Platte South Natural Resources District (~ 305 samples/year)



**Sampled Wells**

- Irrigation (85)
- ★ Public Water Supply (88)
- ◆ Monitoring (99)
- ▲ Domestic (7)
- Commercial (5)
- ◇ Other (5)

- ▭ LPSNRD Boundary
- Ground Water Reservoirs
- CPA - Crete-Princeton-Adams
- DV - Dwight-Valparaiso
- LSC - Lower Salt Creek
- MRV - Missouri River Valley
- PRV - Platte River Valley

- ⊕ County Lines
- ⊕ City/Town
- Interstate
- US Hwy
- Local Hwy
- Local Spur



Sources:  
Lower Platte South NRD;  
NE Dept. of Nat Resources;  
Nebraska Dept. of Roads

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