




## LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581 | P: 402.476.2729 • F: 402.476.6454 | [www.lpsnrd.org](http://www.lpsnrd.org)

### Memorandum

**Date:** September 10, 2019  
**To:** Board of Directors  
**From:** David Potter, Assistant General Manager   
**Subject:** Minutes from the September 9<sup>th</sup> Platte River Subcommittee meeting

The LPSNRD Platte River Subcommittee met on Monday, September 9<sup>th</sup> at 6:00 p.m. at the Lower Platte South NRD office. Members present included Don Jacobson, Gary Hellerich, Anthony Schutz, Ray Stevens and Sarah Wilson. Members absent were Karen Amen, Chelsea Johnson and Dan Steinkruger. Others present included Larry Ruth, Greg Osborn, Deborah Eagan, Paul Zillig, David Potter, Al Langdale, Tom Ourada, and David Hanson. Chair Jacobson called the meeting to order and reviewed the agenda. The three agenda items included:

#### **Consideration of Omaha Fish & Wildlife Club's USACE PL84-99 Agreement for USACE Assistance restoring the damaged levee. (ACTION)**

As the official sponsor for the Cedar Creek Levee (since September 1987), the LPSNRD Board of Directors approved to submit a request for US Army Corps of Engineers (USACE) assistance (Public Law/PL 84-99) at their April 17, 2019 Board meeting on behalf of the Omaha Fish & Wildlife Club to restore their levee that was damaged during the March flood. The request for assistance was with the understanding that Omaha Fish & Wildlife Club will be responsible for all landrights and costs of the sponsor. Zillig, Potter and Langdale commented that several erosion areas were approved by the USACE and that bids were opened on September 5, 2019. The USACE awarded the bid and had sent a cooperative agreement to LPSNRD and the Omaha Fish & Wildlife Club for approval and 20% of the construction cost. The total estimated cost of the project is \$1,560,00 and the estimated sponsor portion (20%) of the cost is \$312,000. An agreement letter had been drafted by LPSNRD and sent to the Omaha Fish and Wildlife Club pertaining to these terms and was also provided to the subcommittee. Tom Ourada and David Hanson with Omaha Fish and Wildlife Club were present to answer questions of the subcommittee. The agreement letter has been signed by the Omaha Fish and Wildlife Club and is attached. All funding has been secured by Omaha Fish and Wildlife Club as a requirement before construction can begin.

A copy of the cooperative agreement from the USACE, certification regarding lobbying, maps showing the location of the damaged levees, and a photo of the damaged levee were provided to the subcommittee and are attached. The agreement has already been signed by the Omaha Fish & Wildlife Club.

**It was moved by Stevens, seconded by Hellerich, and unanimously approved to recommend the LPSNRD Board of Directors, pending Omaha Fish & Wildlife Club agreeing to fulfill all project sponsor responsibilities, approve the Cooperative Agreement between the Department of the Army, Omaha Fish & Wildlife Club and the Lower Platte South Natural Resources District for the 2019 Levee Rehabilitation of the Omaha Fish & Wildlife Club Platte River Right Bank Cedar Creek Levee Project (PL84-99), subject to legal counsel review.**

**Consideration of USACE PL84-99 Cooperative Agreement for USACE Assistance restoring the damaged Western Sarpy Clear Creek Levee. (ACTION)**

The March storms and flooding created many issues and challenges for much of the state. The Western Sarpy Clear Creek Levee was also compromised during the flooding. Zillig explained there were about 25 areas identified by the USACE on the Clear Creek levee (west side of the Platte River) that need some sort of repair. The project sponsors for the USACE PL84-99 application includes PMRNRD, LPNNRD & LPSNRD with Lower Platte North NRD the lead on the project. The USACE will be initiating the repair process this fall with a projected advertising on 9/17 and the pre-bid site walk on 9/24. The cooperative agreement will be developed by the Department of the Army.

**It was moved by Hellerich, seconded by Stevens, and unanimously approved to recommend the LPSNRD Board of Directors authorize the General Manager to sign the Cooperative Agreement with the Department of the Army for the PL84-99 Flood Rehabilitation Clear Creek – Platte River Right Bank Levee System, subject to legal counsel review.**

**Update on the Western Sarpy Clear Creek Fuse Plug. (DISCUSSION)**

The final item was an update on the damaged fuse plug located near the National Guard Camp at Ashland. Zillig and Potter reported that Lower Platte North NRD had received two contractor bids for the fuse plug repair. LPNNRD is to hire the selected contractor and an engineering firm to oversee the work.

With no further business or discussion, the meeting was adjourned at approximately 6:40 p.m.

DP/dp

Encl: (8)

**COPY**

**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and  
OMAHA FISH AND WILDLIFE CLUB, NEBRASKA  
And  
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT  
for  
REHABILITATION OF A NON-FEDERAL FLOOD CONTROL WORK**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Omaha District, U.S. Army Corps of Engineers, and the Omaha Fish and Wildlife Club, Nebraska and Lower Platte South Natural Resources District, (hereinafter referred to as the "Public Sponsors"), represented by the President and the General Manager, respectively.

**WITNESSETH THAT:**

**WHEREAS**, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by floods;

**WHEREAS**, via written correspondence, the Public Sponsors has requested that the Government repair or restore the project, which was damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, Public Sponsors hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort of the authorized project in accordance with the terms of this Agreement;

**NOW, THEREFORE**, the Government and the Public Sponsors agree as follows:

**ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean the restoration of the levee to the original design grade and cross sections that existed prior to the flood event as generally

described in the Project Information Report dated May 29, 2019 and approved by the Division Commander on June 5, 2019.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsors and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily be limited to: actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. The term shall not include any costs for operation and maintenance; any costs to correct deferred or deficient maintenance; any costs for betterments; any costs for Public Sponsors-preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a feature accomplished on behalf of, or at the request of, the Public Sponsors in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

## **ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSORS**

A. The Government, subject to receiving funds appropriated by the Congress of the United States, and using those funds and using funds provided by the Public Sponsors shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Government construction of Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsors shall be afforded the opportunity to review and comment on solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsors, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsors shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the project and the Rehabilitation Effort.

C. As further specified in Article IV, the Public Sponsors shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the

Rehabilitation Effort in an amount equal to 20 percent of the total Rehabilitation Effort costs.

D. The Public Sponsors shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is authorized by statute.

E. The Public Sponsors shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort and any authorized project-related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsors agrees to continue to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program.

G. The Public Sponsors may request the Government to accomplish betterments. The Public Sponsors shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsors in accordance with Article IV.

### **ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE**

A. The Government shall provide the Public Sponsors with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsors shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort and the authorized project. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

B. The Public Sponsors shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, required for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged or excavated material disposal,

and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

#### **ARTICLE IV - METHOD OF PAYMENT**

A. The Public Sponsors shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsors' obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$1,560,000 and the Public Sponsors' share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be \$312,000. In order to meet Public Sponsors' cash payment requirements, the Public Sponsors must provide a cash contribution estimated to be \$312,000. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred, and are not to be construed as the total financial responsibilities of the Government and the Public Sponsors.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsors of the Public Sponsors' estimated share of the total Rehabilitation Effort costs including the Public Sponsors' estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsors shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED, Omaha District (G6)" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsors such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that total Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsors of the additional contribution the Public Sponsors will be required to make to meet the Public Sponsors' share of the revised estimate. Within ten calendar days thereafter, the Public Sponsors shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsors. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the total Rehabilitation Effort costs and tender to the Public Sponsors a final accounting of the Public Sponsors' share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsors is less than the Public Sponsors' required share of total Rehabilitation Effort costs, the Public Sponsors shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsors' required share of the total Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsors is more than the Public Sponsors' required share of total Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsors; however, the Public Sponsors shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsors for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsors for excess contributions provided.

#### **ARTICLE V - CREDITING OF IN-KIND SERVICES**

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$0 for implementation of such services by the Public Sponsors. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsors shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsors be entitled to any reimbursement for any excess credit amount.

#### **ARTICLE VI - OPERATION AND MAINTENANCE**

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsors with written notice of such determination, the Public Sponsors shall continue to operate and maintain the completed Rehabilitation Effort as part of the project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Title 33, Code of Federal Regulations, Part 208.10, Engineer Regulation 500-1-1, and any subsequent amendments thereto.

B. The Public Sponsors hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsors owns or controls for access to the project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsors for any reason is failing to fulfill the Public Sponsors' obligations under this

Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsors. If, after 30 calendar days from receipt of such notice, the Public Sponsors continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsors owns or controls for access to the authorized project for the purposes of completing, operating, and maintaining the project, or to deny further assistance under Public Law 84-99. No action by the Government shall operate to relieve the Public Sponsors of responsibility to meet the Public Sponsors obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

#### **ARTICLE VII - FEDERAL AND STATE LAWS**

In the exercise of the Public Sponsors' rights and obligations hereunder, the Public Sponsors agrees to comply with all applicable Federal and state laws and regulations.

#### **ARTICLE VIII - RELATIONSHIP OF PARTIES**

The Government and the Public Sponsors act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

#### **ARTICLE IX - OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

#### **ARTICLE X - COVENANT AGAINST CONTINGENT FEES**

The Public Sponsors warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsors for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE XI - TERMINATION OR SUSPENSION**

If at any time the Public Sponsors fails to carry out its obligations under this Agreement, the District Commander shall terminate or suspend work on the Rehabilitation Effort, unless the District Commander determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy



agreements with any other non-Federal interests in connection with this Rehabilitation Effort. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsors elects to proceed with further construction or terminates this Agreement.

## **ARTICLE XII - HAZARDOUS SUBSTANCES**

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsors shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsors to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsors that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsors and the Government shall provide prompt notice to each other, and the Public Sponsors shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsors shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort and the authorized Project. Should the Government and the Public Sponsors determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsors shall be responsible, as between the Government and the Public Sponsors, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public

Sponsors fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsors' responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort, or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsors and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsors, the Public Sponsors shall be considered the operator of the project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsors shall operate and maintain the authorized project in a manner that will not cause liability to arise under CERCLA.

### **ARTICLE XIII – NOTICES**

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:

Mr. Tom Ourada  
Omaha Fish and Wildlife  
P.O. Box 727  
Bellevue, NE 68005

If to the Government:

District Engineer  
Omaha District, Corps of Engineers  
1616 Capitol Avenue  
Omaha, NE 68102-4901

**AND**

Mr. Paul Zillig  
Lower Platte South Natural  
Resources District  
3125 Portia Street  
Lincoln, Nebraska 68521

**COPY**

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

OMAHA FISH AND WILDLIFE

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

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

John L. Hudson, P.E.  
Colonel, Corps of Engineers  
District Commander

Tom Ourada  
Omaha Fish and Wildlife  
P.O. Box 727

Bellevue, NE 68005

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

AND

THE DEPARTMENT OF THE ARMY

LOWER PLATTE SOUTH NATURAL  
RESOURCES DISTRICT

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

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

John L. Hudson, P.E.  
Colonel, Corps of Engineers  
District Commander

Paul Zillig  
Lower Platte South Natural  
Resources District

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_



Mr. Tom Ourada  
Omaha Fish and Wildlife  
P.O. Box 727  
Bellevue, NE 68005

AND

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

---

Mr. Paul Zillig  
Lower Platte South Natural  
Resources District  
3125 Portia Street  
Lincoln, Nebraska 68521



**LOWER PLATTE SOUTH**  
natural resources district

**COPY**

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September 5, 2019

Tom Ourada  
Omaha Fish and Wildlife Club  
P.O. Box 727  
Bellevue, NE. 68005

Dear Mr. Ourada:

The Lower Platte South NRD serves as the local sponsor for the Omaha Fish and Wildlife Club Cedar Creek Levee Project (PL 84-99). A condition of the NRD serving as the sponsor is that the Omaha Fish and Wildlife Club agree to assist the NRD to the fullest extent possible to fulfill the NRD's responsibilities as Project Sponsor (see attached Cooperative Agreement). Including but not limited to providing all right of way, borrow, disposal areas, and provide the required Sponsor's portion of the cost.

Total estimated cost of the project is currently \$1,560,000. The estimated sponsor portion (20%) of the cost of the project is currently \$312,000. The Corps will require the local Sponsor funding prior to the start of construction.

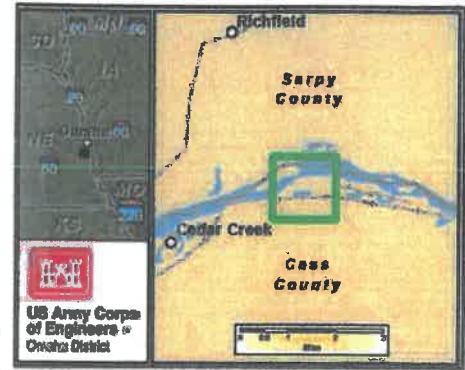
If the Omaha Fish and Wildlife Club agrees to these terms and wishes the NRD to proceed as Project Sponsor, please sign and date below and return this letter of agreement to me.

Sincerely,

Paul Zillig  
General Manager

Accepted: Tom Ourada 9/9/19  
OF&W Club, President Date

cc: David Hanson [doingit@charter.net](mailto:doingit@charter.net)



### VICINITY MAP

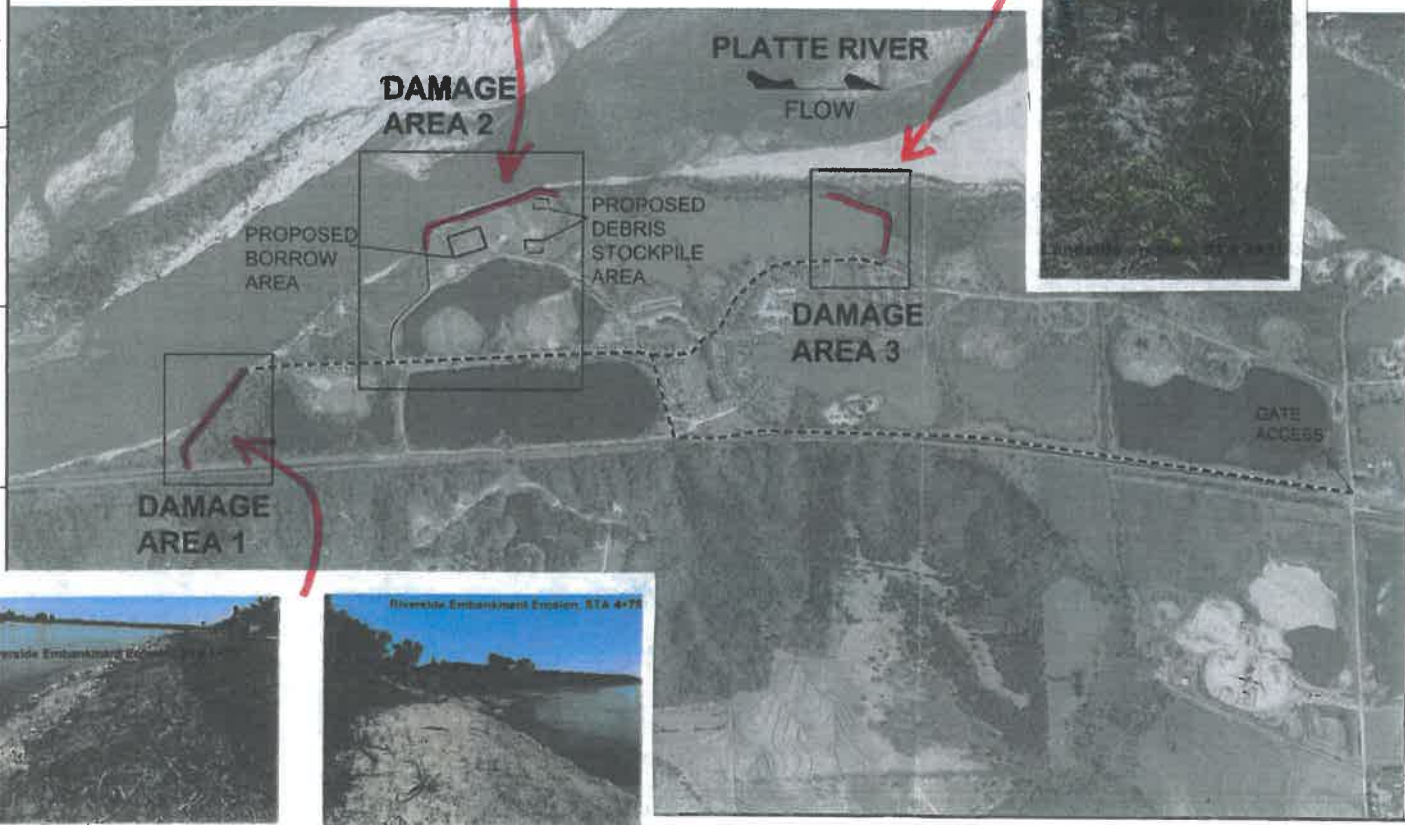
#### NOTES

1. CONFIRM ACCESS ROUTES, HAUL ROUTES, STAGING AREAS, AND DISPOSAL AREAS WITH COR AND LEVEE SPONSOR.
2. THE CONTRACTOR WILL FOLLOW ALL LOCAL, STATE, AND FEDERAL REGULATIONS WHEN UTILIZING LOCAL ROADS AND HIGHWAYS FOR HAUL ROUTES AND ACCESS.
3. THE CONTRACTOR WILL CONDUCT PRE-POST SURVEYS OF ANY LEVEE SURFACES TO BE IMPACTED BY CONSTRUCTION ACTIVITIES. THE POST-WORK SURVEY WILL BE COMPARED AGAINST THE PRE-WORK SURVEY TO DETERMINE THE EXTENT OF LEVEE RESTORATION. THE SURVEY SHALL BE PERFORMED BY A LICENSED THIRD PARTY.
4. STAGING AREAS ARE SHOWN ON SHEETS C6-101, C6-102, AND C6-103.
5. EXISTING LEVEE CREST IS GRASSED AND SHALL BE RETURNED TO A UNIFORM GRASS CONDITION AFTER CONSTRUCTION ACTIVITY IS COMPLETED.

#### PREPARING REPAIR AREAS

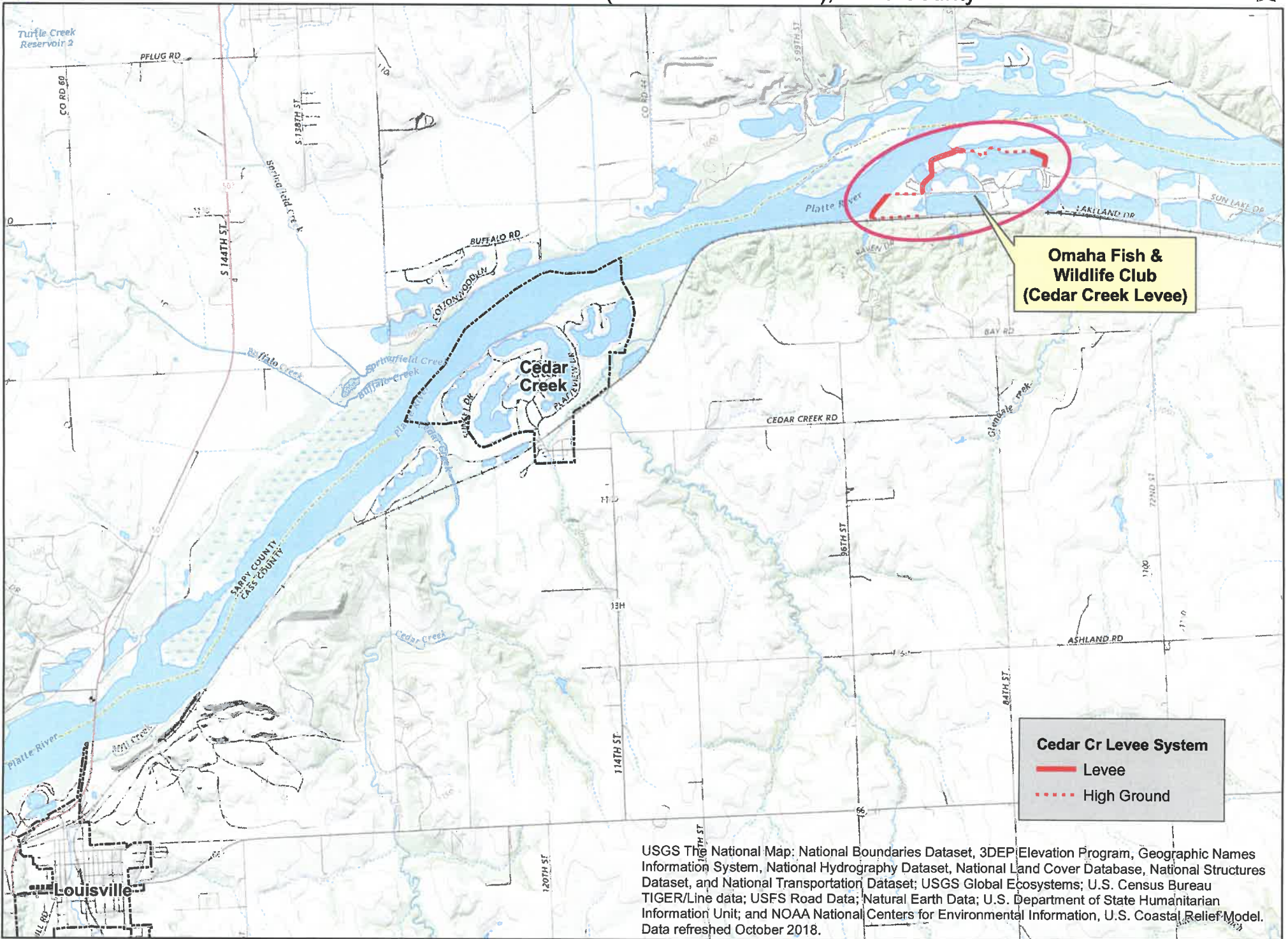
PRIOR TO INITIATING REPAIR WORK, THE CONTRACTOR SHALL SUFFICIENTLY BLOW VEGETATION AND CLEAR DEBRIS/WOOD IN THE AREAS IN WHICH REPAIR WORK IS IDENTIFIED. THIS IS REQUIRED IN ORDER TO CONFIRM THE EXTENT OF DAMAGE AND PREPARE THE WORK AREA TO RECEIVE REPAIR WITHOUT INTERFERENCE OF SURROUNDING VEGETATION, DEBRIS, SNOW, ETC.

#### --- HAUL/ACCESS ROUTES



DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____ DATE: _____	PROJECT NO.: _____ SHEET NO.: _____ SHEET TITLE: _____
U.S. ARMY CORPS OF ENGINEERS CIVIL ENGINEERING DIVISION OMAHA DISTRICT PLATTE RIVER RIGHT BANK LOCATION AND INDEX	
SHEET ID <b>G-002</b>	

# Omaha Fish + Wildlife Club (Cedar Creek Levee), Cass County



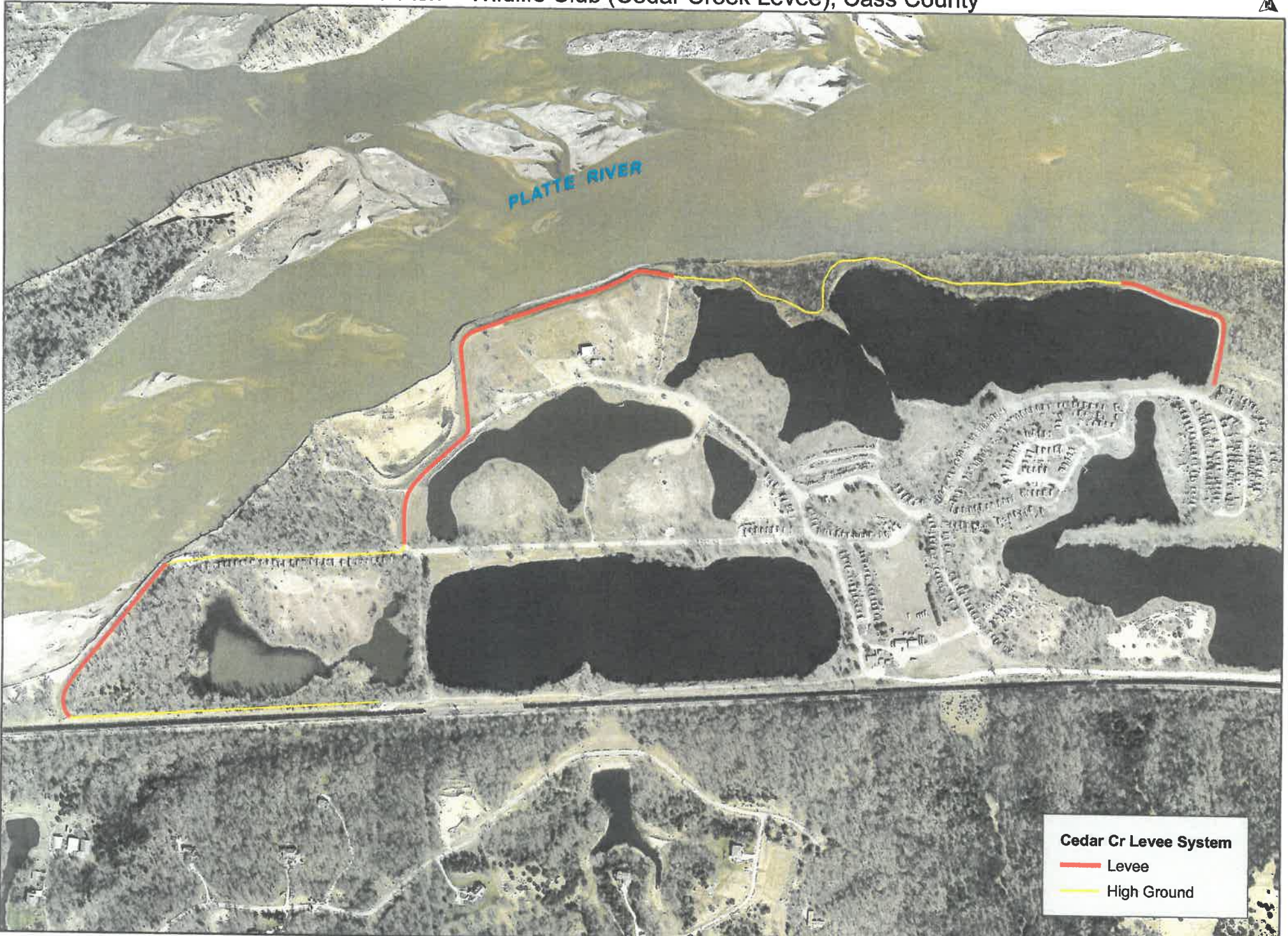
**Omaha Fish & Wildlife Club (Cedar Creek Levee)**

**Cedar Cr Levee System**  
— Levee  
- - - High Ground

USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed October 2018.



# Omaha Fish + Wildlife Club (Cedar Creek Levee), Cass County

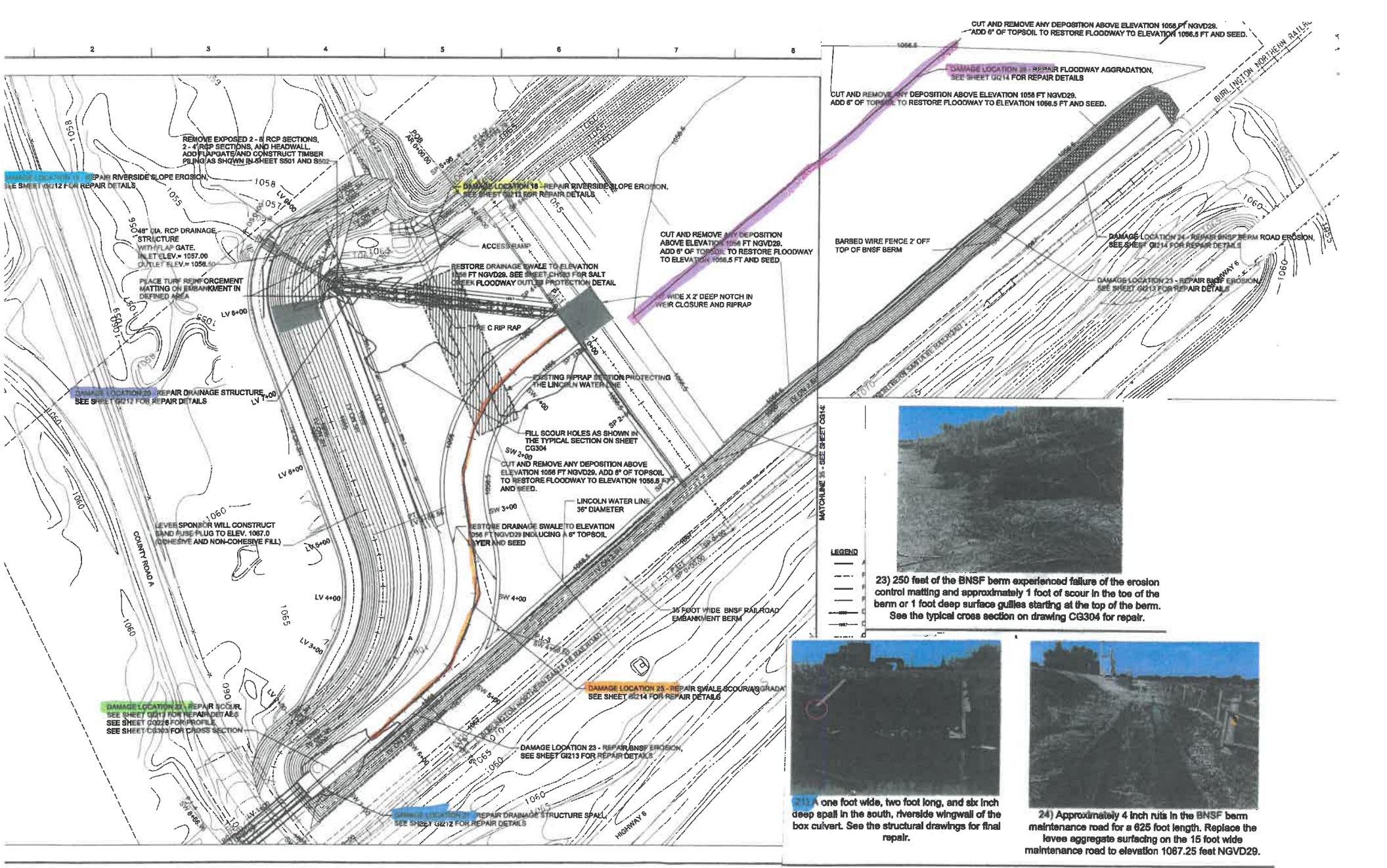


**Cedar Cr Levee System**

- Levee
- High Ground







DUPLICATION DATA 3% X PRODUCTION DATA 4%

CUT AND REMOVE ANY DEPOSITION ABOVE ELEVATION 1068 FT NGVD28.  
ADD 6" OF TOPSOIL TO RESTORE FLOODWAY TO ELEVATION 1068.5 FT AND SEED.

DAMAGE LOCATION 22 - REPAIR FLOODWAY AGGRADATION,  
SEE SHEET 0214 FOR REPAIR DETAILS

CUT AND REMOVE ANY DEPOSITION ABOVE ELEVATION 1058 FT NGVD28.  
ADD 6" OF TOPSOIL TO RESTORE FLOODWAY TO ELEVATION 1066.5 FT AND SEED.

DAMAGE LOCATION 24 - REPAIR BNSF BERM ROAD EROSION,  
SEE SHEET 0214 FOR REPAIR DETAILS

DAMAGE LOCATION 23 - REPAIR BNSF EROSION,  
SEE SHEET 0213 FOR REPAIR DETAILS

CUT AND REMOVE ANY DEPOSITION ABOVE ELEVATION 1058 FT NGVD28.  
ADD 6" OF TOPSOIL TO RESTORE FLOODWAY TO ELEVATION 1058.5 FT AND SEED.

WIDE X 2' DEEP NOTCH IN  
WEIR CLOSURE AND RIPRAP

BARBED WIRE FENCE 2' OFF  
TOP OF BNSF BERM

MATCHLINE 'B' - SEE SHEET 0214



LEGEND

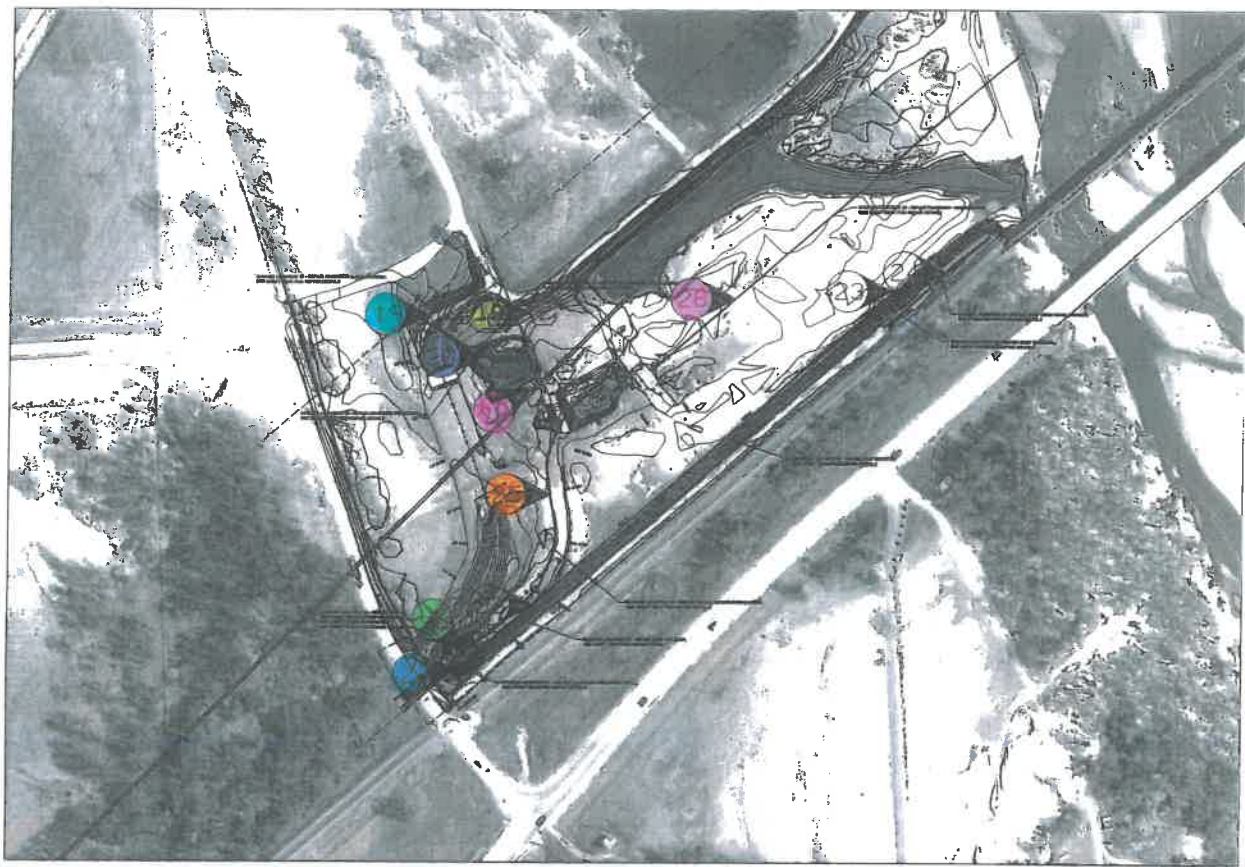
23) 250 feet of the BNSF berm experienced failure of the erosion control matting and approximately 1 foot of scour in the toe of the berm or 1 foot deep surface gullies starting at the top of the berm. See the typical cross section on drawing CG304 for repair.



21) A one foot wide, two foot long, and six inch deep spill in the south, riverside wingwall of the box culvert. See the structural drawings for final repair.



24) Approximately 4 inch ruts in the BNSF berm maintenance road for a 625 foot length. Replace the levee aggregate surfacing on the 15 foot wide maintenance road to elevation 1067.25 feet NGVD29.



**18)** A 35 foot wide and 50 foot long area on the riverside levee slope was used as a ramp, killing the sod cover and damaging the top foot of topsoil. Mow and scarify the damaged slope and place 6 inches of levee aggregate surfacing.



**19)** Wave action caused approximately six inches of erosion to the top two feet of the landside levee slope. Mow and scarify the damaged slope and place topsoil to return to a 1V on 3H slope. Install erosion control blanket and seed the repaired area.



**20)** The 48" diameter RCP outlet, wingwalls, and footing at station LV 8+60 have fallen into a scour hole in the Salt Creek Floodway. See the structural drawings for final repair.



**22)** Approximately 8 feet of scour downstream of the reinforced concrete box culverts into the riverside levee section and BNSF berm for a length of 75 feet, leading to failure of the erosion control matting and large erosion gullies in the embankment slope. Additionally, there is 3 feet of scour underneath the wingwalls of the drainage structure. See the structural drawings for final repair.



**25)** The drainage swale from the RC box culvert and 48" RCP drainage structures experienced areas of scour and deposition from the 2019 flood event that impacted its design elevation of 1056.0 feet NGVD29. Excavate floodway to elevation 1055.5, place 6 inches of topsoil to elevation 1056, and seed.



**26)** The Salt Creek floodway experienced deposition from the 2019 flood event that impacted its design elevation of 1056.5 feet NGVD29. Excavate floodway to elevation 1056, place 6 inches of topsoil to elevation 1056.5, and seed.