




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

Memorandum

Date: March 12, 2025
To: Board of Directors
From: David Potter, Assistant General Manager 
Subject: Platte River Subcommittee March 10, 2025, meeting minutes

The Platte River Subcommittee met in person at the District office on Monday, March 10, 2025. Subcommittee members present included Gary Aldridge, Chuck Hasebrook, Gary Hellerich, Don Jacobson, Christine Lamberty, Suzanne Mealer, and Larry Ruth. Members absent included Seth Hawkins. Others attending the meeting were Bob Andersen, Matt Moser with USGS, Mike Sousek, Bryce Jensen, and David Potter. The meeting was called to order by Chair Hellerich at 5:30 p.m. and the agenda was reviewed. There were five action items on the agenda.

The first item pertained to the repair of a sponsored levee on the right bank of the Platte River. As the official sponsor for the Cedar Creek Levee (since September 1987), LPSNRD submitted a request for US Army Corps of Engineers (USACE) assistance (Public Law/PL 84-99) in July 2024 on behalf of the Omaha Fish & Wildlife Club (OFWC) to restore their levee that was damaged during the June flood. This is very similar to the request that was submitted by LPSNRD last time in April 2019 for the March 2019 flood. The request for assistance was with the understanding that OFWC will be responsible for all landrights and costs of the sponsor. A large stretch of the right bank was approved by the USACE. The USACE sent a cooperative agreement to LPSNRD and the OFWC for approval and 20% of the construction cost. The total estimated cost-share of the project is \$3,505,032 with the estimated sponsor portion (20%) of the cost at \$701,000. All funding shall be secured by OFWC as a requirement before construction can begin. An agreement letter between LPSNRD and the OFWC pertaining to these terms has been signed and a pre-approval letter from First State Bank Nebraska of OFWC's secured funding has been received. The full underwriting and appraisal of the property is currently underway.

A copy of the cooperative agreement from the USACE, certification regarding lobbying, maps showing the location of the damaged levee, the agreement letter, and photos of the damaged levee were provided to the subcommittee.

It was moved by Jacobson, seconded by Lamberty, and approved, with Aldridge voting no, to recommend the 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 2025 Levee Rehabilitation of the Omaha Fish & Wildlife Club Platte River Right Bank Cedar Creek Levee Project (PL84-99), subject to legal counsel review.

The next four agenda items all pertained to the Lower Platte River Corridor Alliance (LPRCA) streamgage agreements for USGS monitoring in the Platte River Corridor. As a member of the LPRCA, the District has been involved with real-time water quality monitoring network sites to provide comprehensive real-time water quality data for the Lower Platte River. Past agreements through the LPRCA have led to three long-term existing testing locations: Platte River at Louisville, Salt Creek at Ashland, and Elkhorn River at Waterloo. An additional location was added in the Platte River at Leshara.

These sites are operational approximately March through October with data collected at 15-minute intervals. The data is publicly available over the internet in near real time and historical data are available. Additional constituents can be monitored upon request. Data have been collected since 2007 for the long-term sites, and since 2016 from the gage at Leshara. Matt Moser with USGS gave a power point presentation on the gages showing what type of information is collected and described what that public data is and can be used for.

Potter informed the subcommittee that the long-term gages are a partnership between the LPSNRD, Papio-Missouri River NRD, and USGS. The gage at Leshara is a partnership between LPSNRD, Papio-Missouri River NRD, Lower Platte North NRD, Metropolitan Utilities District, Lincoln Water System, and USGS. These agreements are handled by LPSNRD acting as the administrating agency on behalf of the LPRCA.

A copy of the proposed supplemental agreements, the proposed joint funding agreements, and additional information on the gages, including a description of the benefits of the gages and a breakdown of funding from each partner in each of the agreements by the federal fiscal year and the fiscal year used by the NRDs, was provided to the subcommittee.

The second agenda item was consideration of the Joint Funding Agreement between USGS and LPSNRD for Lower Platte River Corridor Alliance Water Quality Monitoring in the Platte River Corridor at Louisville in the Platte, at Ashland in Salt Creek, and at Waterloo in the Elkhorn River. The Funding agreement with USGS for the three long-term water quality monitoring sites expires on June 30, 2025. Staff recommended continuation of the agreement for monitoring in the Lower Platte Corridor for five years (instead of three) to an end date of June 30, 2030. The total amount of the agreement is \$631,200 or \$199,600 for the USGS and \$431,600 for LPSNRD acting on behalf of the LPRCA. Through a joint-funding agreement, the \$431,600 share is equally divided between PMRNRD and LPSNRD.

It was moved by Hassebrook, seconded by Jacobson, and unanimously approved to recommend the Board of Directors approve the five-year Supplemental Joint Funding Agreement between USGS and LPSNRD for Lower Platte River Corridor Alliance Water Quality Monitoring in the Platte River Corridor at Louisville in the Platte, at Ashland in Salt Creek, and at Waterloo in the Elkhorn River.

The third item was consideration of the Joint Funding Agreement between PMRNRD and LPSNRD for LPRCA water quality monitoring in the Platte River Corridor at Louisville in the Platte, at Ashland in Salt Creek, and at Waterloo in the Elkhorn River. The funding agreement with USGS for the three long-term sites is set to expire in

June 2025. The continuous water quality monitoring gages have been funded equally by LPSNRD and PMRNRD for many years. The proposed agreement between the two NRDs will establish funds now for five years to match the USGS agreement. LPSNRD serves as the administrating agency for the LPRCA. USGS will bill the LPSNRD (LPRCA) quarterly and LPSNRD will then invoice PMRNRD annually. The average cost per year for each NRD is \$43,160.

It was moved by Hassebrook, seconded by Jacobson, and unanimously approved to recommend the Board of Directors approve the five-year Joint Funding Agreement between PMRNRD and LPSNRD for LPRCA water quality monitoring in the Platte River Corridor at Louisville in the Platte, at Ashland in Salt Creek, and at Waterloo in the Elkhorn River.

Item number four was consideration of the Joint Funding Agreement between USGS and LPSNRD for the Lower Platte River Corridor Alliance Continuous Water Quality Monitoring in the Platte River at Leshara. The Funding agreement with USGS for the water quality monitoring at Leshara expires on June 30, 2025. Staff is recommending continuation of the agreement for monitoring on the Platte for five years (instead of three) to an end date of June 30, 2030. The total amount of the agreement is \$220,200 or \$59,200 for the USGS and \$161,000 for LPSNRD on behalf of the LPRCA. Through joint-funding agreements, the \$161,000 share is equally divided between MUD, LWS, LPNNRD, PMRNRD and LPSNRD.

It was moved by Hassebrook, seconded by Lamberty, and unanimously approved to recommend the Board of Directors approve the Supplemental Joint Funding Agreement between USGS and LPSNRD for Lower Platte River Corridor Alliance Continuous Water Quality Monitoring in the Platte River at Leshara.

The fifth and last item was consideration of Joint Funding Agreements between MUD, LWS, LPNNRD, PMRNRD and LPSNRD for LPRCA water quality monitoring in the Platte River at Leshara. The continuous water quality monitoring gage located near Leshara has been funded by five partners who, as of six years ago, decided to equally fund the USGS gage. Those joint funding agreements have expired and the funding agreement with USGS is set to expire in June 2025. The proposal is to extend the agreements now for five years to match the proposed USGS agreement with LPSNRD on behalf of the LPRCA. LPSNRD serves as the administration agency for the LPRCA. The terms of these four joint funding agreements are identical. USGS will bill the LPSNRD (LPRCA) quarterly and LPSNRD will then invoice each participating agency annually. The average cost per year for each partner is \$6,440.

It was moved by Hassebrook, seconded by Ruth, and unanimously approved to recommend the Board of Directors approve the four joint funding agreements between MUD and LPSNRD, LWS and LPSNRD, LPNNRD and LPSNRD, and PMRNRD and LPSNRD for Lower Platte River Corridor Alliance water quality monitoring in the Platte River at Leshara.

Potter stated that the LRIP and budget process will soon begin, and the Platte River Subcommittee will likely meet towards the end of April. With no further business or discussion, the meeting was adjourned at 6:30 p.m.

Cc: Corey Wasserburger, Legal Counsel
File

July 23, 2024

COPY

Mike Sousek, General Manager
Lower Platte South NRD
P.O. Box 83581
Lincoln, NE 68501-6454

RE: Cedar Creek Omaha – Platte RB Project Flood Damage Reduction Project

Dear Mike:

The Omaha Fish & Wildlife Club owns property along the south bank of the Platte River in Cass County between Cedar Creek and Plattsmouth. The property includes a levee project that is enrolled in the US Army Corps of Engineer's Public Law (PL)84-99 Program, this project, "Cedar Creek Omaha (F&W) – Platte RB (NF) became eligible for the PL84-99 Program when the NRD agreed to serve as sponsor many years ago. A condition of the NRD sponsoring the project for OF&WC was that we would fulfill all of the NRD's responsibilities as Project Sponsor, which we have done and will continue to do.

The recent flooding has damaged a portion of the project, and the Omaha Fish & Wildlife Club is requesting the NRD submit a request for Rehabilitation Assistance from the US Army Corps of Engineers under PL84-99. We understand that upon inspection by the Corps all eligible repairs will be included in a Cooperative Agreement with the Corps of Engineers. We will then request the NRD approve the Cooperative Agreement, contingent upon the OF&WC agreeing to fulfill the NRD's responsibilities as Project Sponsor. These responsibilities will again likely include providing right-of-way, borrow, disposal areas, the Sponsor's share of the cost and to continue to operate and maintain the Project.

We are requesting the NRD submit to the US Army Corps of Engineers the PL84-99 request for Rehabilitation Assistance of the Project.

Sincerely,



Tom Ourada
President OFWC

U.S. Army Corps of Engineers, Omaha District
Attention: Readiness Branch
1616 Capitol Avenue, OD-E
Omaha, Nebraska 68102

DATE: July 25, 2024

COPY

Dear Sir/Madam:

The purpose of this letter is to request Rehabilitation Assistance from the U.S. Army Corps of Engineers (USACE) under Public Law (PL) 84-99 for the repair of the Cedar Creek Omaha (F&W)-Platte RB (NF) Flood Damage Reduction Project (FDRP) that was damaged by (flood)(high waters) during June 2024. The project is Active in the Rehabilitation and Inspection Program (RIP), and was last inspected by the USACE on April 27, 2023. The location of the levee and a brief description of the damage are as follows:

Project Identification Number (Office USE)

River or Stream Platte River

Bank (circle): Left Right Both

Detailed Description of Damage & Location (Stationing) Sloughing and erosion of the right bank in segment 1

City: _____ County Cass State Nebraska

Section 27 Township 13N Range 12E

Public Sponsor Point of Contact:

Name Al Langdale

Address 3125 Portia Street, Lincoln, NE 68521

Telephone (C) 402-432-6839 (H) Office 402-476-2729

If this project is eligible for PL 84-99 Rehabilitation Assistance, I further request that the USACE take all necessary steps to accomplish the appropriate repairs. It is agreed that the required items of local cooperation will be provided should the flood control project be eligible for Rehabilitation Assistance under PL 84-99 and the repair work is accomplished by the USACE.

I hereby certify that the right-of-way which is required for any authorized repair work is presently available, and this letter constitutes permission for the Government and its agents to enter and use said right-of-way in undertaking authorized repair work.

Sincerely,



COPY

**NON-STRUCTURAL ALTERNATIVES TO
REHABILITATION OF FLOOD CONTROL WORKS**

Authority. Under Public Law 84-99, the Chief of Engineers is authorized, when requested by the non-Federal sponsor, to implement non-structural alternatives (NSA's) to the rehabilitation, repair, or restoration of flood control works damaged by floods or coastal storms.

I, Mike Sousek (name), General Manager (title) representing the Lower Platte South Natural Resources District (local sponsor), have been provided with information indicating that the option of pursuing a Non-Structural Alternative Project has been made available to the public entity that I represent.

The Lower Platte South Natural Resources District (local sponsor), does does not (circle one) wish to pursue the option of a Non-structural Alternative Project.

Corps of Engineers Representative
Providing Information on NSA

Date Information Provided

Lower Platte South Natural Resources District
Name of Local Sponsor


Signature

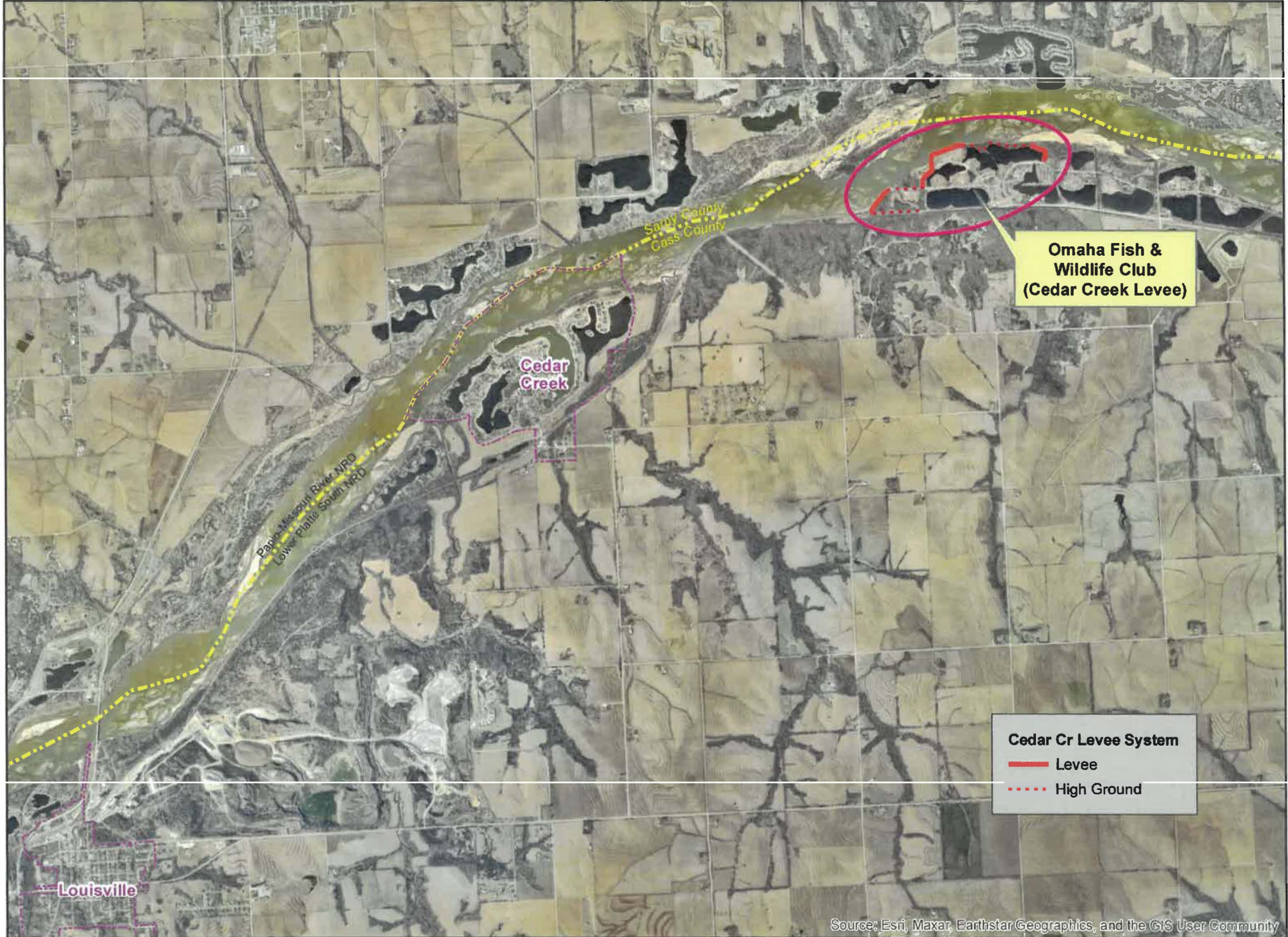
Mike Sousek
Name (Printed)

General Manager
Title

25 Jul 24
Date



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





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







COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
FOR
CEDAR CREEK (OMAHA FISH & WILDLIFE) PLATTE RIGHT BANK
FLOOD RISK REDUCTION PROJECT

THIS AGREEMENT is entered into this ____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Omaha District (hereinafter the "District Commander") and the Lower Platte South Natural Resources District (hereinafter the "Public Sponsor"), represented by its General Manager.

WITNESSETH, THAT:

WHEREAS, the non-Federal flood risk management project commonly referred to as the Cedar Creek (Omaha Fish & Wildlife) Platte Right Bank Project (hereinafter the "Project"), is located in Cedar Creek, Cass County, Nebraska.

WHEREAS, pursuant to Public Law 84-99, as amended (33 U.S.C. 701n), the Government is authorized to conduct repair or restoration of the project (hereinafter the "rehabilitation work", as defined in Article I.A. of this Agreement) if the Public Sponsor agrees to provide 20 percent of the cost shared rehabilitation costs, as defined in Article I.C. of this Agreement;

WHEREAS, on July 25, 2024, the Public Sponsor requested in writing that the Government, undertake the rehabilitation work and agreed to provide its 20 percent of the cost shared rehabilitation costs; and

WHEREAS, the Government and the Public Sponsor have the full authority and capability to perform the rehabilitation work in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "rehabilitation work" means restoration of the levee to the original design grade and cross sections that existed prior to the flood event as generally described in the Cedar Creek (Omaha Fish & Wildlife) Platte Right Bank Project

Information Report dated October 2024 and approved by the Brigadier General William Hannan, Jr., Division Commander for Northwest Division on December 12, 2024.

B. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term “cost shared rehabilitation costs” means all costs incurred by the Government and the Public Sponsor that are directly related to construction of the rehabilitation work and cost shared. The term includes the Government’s construction costs; the Government’s supervision and administration costs; the Public Sponsor’s creditable cost for in-kind contributions; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include the Government’s Full Federal engineering and design (E&D) costs; costs for operation and maintenance; real property interests, placement area improvements, and relocations; HTRW investigations, cleanup, and response; betterments; audits; or increased costs to correct deficient, deferred, or inadequate maintenance, or for the Public Sponsor’s preferred alternatives.

D. The term “Full Federal E&D costs” means the costs for engineering and design work incurred by the Government after the effective date of this Agreement at full Federal expense.

E. The term “total costs of the rehabilitation work” means the sum of the cost shared rehabilitation costs and the Full Federal E&D costs.

F. The term “in-kind contributions” means those materials or services provided by the Public Sponsor that are identified as being integral to the rehabilitation work by the Division Commander for Northwest Division (hereinafter the “Division Commander”). To be integral to the rehabilitation work, the material or service must be part of the work that the Government would otherwise have undertaken for design and construction of the rehabilitation work.

G. The term “betterment” means the difference in construction of an element of the rehabilitation work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to construction of that element.

H. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with applicable Federal laws, regulations, and policies, the Government shall undertake the rehabilitation work subject to receiving funds appropriated by the Congress and funds provided by the Public Sponsor. In carrying out its obligations under this Agreement, the Public Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Public Sponsor shall contribute 20 percent of the cost shared rehabilitation costs and provide the following, in accordance with the provisions of this paragraph:

1. As further specified in Article III, the Public Sponsor, at no cost to the Government, shall provide the real property interests, placement area improvements, and relocations required for the rehabilitation work.

2. In accordance with Article IV, the Public Sponsor, at no cost to the Government, shall be responsible for undertaking any HTRW investigations required by the Government for the rehabilitation work.

3. If providing in-kind contributions as a part of its cost share for the rehabilitation work, the Public Sponsor shall obtain all applicable licenses and permits necessary for such work. As functional portions of the work are completed, the Public Sponsor shall begin operation and maintenance of such work. Upon completion of the work, the Public Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work. The Government shall verify and credit the value of the in-kind contributions towards the Public Sponsor's share of the cost shared rehabilitation costs in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article VIII.B. to determine reasonableness, allocability, and allowability of costs.

a. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Public Sponsor incurred to provide the in-kind contributions, which may include engineering and design; construction; and supervision and administration, but shall not include any costs associated with betterments, as determined by the Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Public Sponsor's employees.

b. No credit shall be afforded for the following: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; the value of in-kind contributions

obtained at no cost to the Public Sponsor; any in-kind contributions performed prior to the effective date of this Agreement; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

c. Any credit afforded for in-kind contributions under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Public Sponsor's failure to comply with its obligations under these laws.

4. After considering the estimated amount of credit that will be afforded to the Public Sponsor pursuant to paragraph B.3., above, if any, the Government shall determine the estimated amount of funds required from the Public Sponsor to meet its 20 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Public Sponsor shall provide the full amount of such required funds to the Government in accordance with Article V.C.

5. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Public Sponsor with a written estimate of the full amount of funds required from the Public Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Public Sponsor shall provide the full amount of such required funds to the Government in accordance with Article V.C.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Public Sponsor the opportunity to review and comment on contract solicitations, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. Within 30 calendar days of the District Commander determining that the rehabilitation work is complete, the District Commander shall so notify the Public Sponsor in writing. The Government shall furnish the Public Sponsor with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") to reflect changed conditions resulting from rehabilitation work and copies of all as-built drawings for the completed work.

1. The Government undertaking the rehabilitation work has no effect on the Public Sponsor's responsibility for operation, maintenance, repair, rehabilitation, and replacement of the Project, to include any additional responsibilities related to rehabilitation of the Project, at no cost to the Government. The Public Sponsor shall continue to operate and maintain the Project in accordance with applicable Federal laws and regulations and the Government's specific directions in the OMRR&R Manual. The

Government and the Public Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Public Sponsor now or hereafter owns or controls to inspect the Project. If the Government determines that the Public Sponsor is failing to perform its obligations under this Agreement and the Public Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project, or deny further assistance under Public Law 84-99. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Public Sponsor of its obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

E. The Public Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the rehabilitation work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. The Public Sponsor shall hold and save the Government free from all damages arising from the rehabilitation work, and for operation and maintenance of the Project, except for damages due to the fault or negligence of the Government or the Government's contractors.

G. The Public Sponsor 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, and of Title 33, Code of Federal Regulations, Part 208.10 (33 CFR 208.10).

H. The Public Sponsor may request in writing that the Government perform betterments on the Public Sponsor's behalf. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Government shall provide written notice to the Public Sponsor of the amount of funds required to cover the costs of such work in advance of the Government performing the work. The Public Sponsor shall provide such funds in accordance with Article V.F. In addition, the Public Sponsor is responsible for providing, at no cost to the Government, any additional real property interests, relocations, and placement area improvements determined by the Government to be required for such work.

ARTICLE III - REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS,
AND RELOCATIONS

A. The Government, after consultation with the Public Sponsor, shall determine the real property interests required for the rehabilitation work. The Government shall provide the Public Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Public Sponsor must provide for the rehabilitation work. The real property interests required for the rehabilitation work may be provided incrementally for each construction contract. In accordance with Article IV, the Public Sponsor shall investigate to verify that HTRW does not exist in, on, or under any of the real property interests required for the rehabilitation work. For real property interests currently owned or controlled by the Public Sponsor, such HTRW investigations must be completed prior to the Government advertising a construction contract for that work. For any additional real property interests to be acquired by the Public Sponsor, such HTRW investigations must be completed by the Public Sponsor prior to the Government providing the Public Sponsor with a written notice to proceed with that acquisition. The Public Sponsor shall provide the Government with authorization for entry to such real property interests according to the Government's construction schedule for that work. The Public Sponsor shall ensure that real property interests they provide are retained in public ownership.

B. The Government, after consultation with the Public Sponsor, shall determine the placement area improvements required for the rehabilitation work, provide the Public Sponsor with general written descriptions, including maps as appropriate, of such improvements, and provide the Public Sponsor with a written notice to proceed with such improvements. The Public Sponsor shall construct the improvements in accordance with the Government's construction schedule for that work.

C. The Government, after consultation with the Public Sponsor, shall determine the relocations required for the rehabilitation work, provide the Public Sponsor with general written descriptions, including maps as appropriate, of such relocations, and provide the Public Sponsor with a written notice to proceed with such relocations. The Public Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for that work.

D. In acquiring the real property interests for the rehabilitation work, the Public Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Public Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) displaced persons will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Public Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law that may exist in, on, or under real property interests required for the rehabilitation work.

B. In the event it is discovered that HTRW exists in, on, or under any of the real property interests needed for the rehabilitation work, the Public Sponsor and the Government shall provide written notice to each other within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Public Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Public Sponsor should proceed. If HTRW is discovered in, on, or under real property interests that the Public Sponsor currently owns or controls or after acquisition of the real property interests, no further rehabilitation activities within the contaminated area shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to initiate construction, or if already initiated, whether to continue, suspend, or terminate construction.

1. Should the parties initiate or continue construction, the Public Sponsor shall be solely responsible, as between the Government and the Public Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Public Sponsor shall pay such costs without reimbursement or credit by the Government. In no event will the Government proceed with that construction before the Public Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Public Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction.

Additionally, the Government may undertake any actions it determines necessary to avoid a release of such HTRW with the Public Sponsor responsible for such costs without credit or reimbursement by the Government.

D. In the event of a HTRW discovery, the Public Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Public Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

F. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the owner and operator of the Project, including the rehabilitation work, for purposes of CERCLA liability or other applicable law.

ARTICLE V - PROVISION OF NON-FEDERAL COST SHARE

A. As of the effective date of this Agreement, the total rehabilitation costs are projected to be \$3,711,724, which includes the cost shared rehabilitation costs and the Full Federal E&D costs. The cost shared rehabilitation costs are projected to be \$3,505,032, with the Government's share of such costs projected to be \$2,804,032 and the Public Sponsor's share of such costs projected to be \$701,000, which includes creditable in-kind contributions projected to be \$0, and the amount of funds required projected to be \$701,000. The Government's Full Federal E&D costs are projected to be \$206,692. Costs for betterments are projected to be \$0. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The Government shall provide the Public Sponsor with monthly financial reports setting forth the estimated cost shared rehabilitation costs and the Government's and Public Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Public Sponsor funds, to date; the amount of funds provided by the Public Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Public Sponsor during the upcoming fiscal year.

C. The Public Sponsor shall provide the funds required to meet its share of the cost shared rehabilitation costs by delivering a check payable to "FAO, USAED, Omaha District (G6)" to the District Commander, or verifying to the satisfaction of the Government that the Public Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Public

Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Public Sponsor to cover the non-Federal share of cost shared rehabilitation costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Public Sponsor to cover the Public Sponsor's required share of such rehabilitation costs, the Government shall provide the Public Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Public Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion or termination of construction of the rehabilitation work, the Government shall conduct a final accounting and furnish the Public Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Public Sponsor, the Public Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to "FAO, USAED, Omaha District (G6)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Such final accounting does not limit the Public Sponsor's responsibility to pay its share of rehabilitation costs, including contract claims or any other liability that may become known after the final accounting. If the final accounting determines that funds provided by the Public Sponsor exceed the amount of funds required to meet its share of rehabilitation costs, the Government shall refund such excess amount, subject to the availability of funds for the refund.

F. If the Government agrees to perform betterments on the Public Sponsor's behalf, the Government shall provide written notice to the Public Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days after receipt of such written notice, the Public Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article V.E. If at any time the Government determines that additional funds are required to cover such costs, the Public Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Public Sponsor exceed the amount that was required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually

acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Public Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for the rehabilitation work are not sufficient to complete such work, the Government shall so notify the Public Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by Congress and funds provided by the Public Sponsor to allow construction to resume.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to the rehabilitation work. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Public Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Public Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Public Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the rehabilitation work. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in rehabilitations costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Public Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Public Sponsor's request, provide to the Public Sponsor or independent auditors any such information necessary to enable an audit of the Public Sponsor's activities under this Agreement. The Public Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE IX - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Public Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE X - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Public Sponsor:
General Manager
Mike Sousek
Lower Platte South Natural Resources District
3125 Portia St.
Lincoln, NE 68521

If to the Government:
District Commander
U.S. Army Corps of Engineers, Omaha District
1616 Capitol Avenue
Omaha, NE 68102-4901

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

ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

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

DEPARTMENT OF THE ARMY

LOWER PLATTE SOUTH NRD

BY: _____
Robert J. Newbauer, P.E.
Colonel, U.S. Army
District Commander

BY: _____
Mike Sousek
General Manager
Lower Platte South NRD

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer for the Lower Platte South Natural Resources District, that the Lower Platte South Natural Resources District is a legally constituted public body with full authority and legal capability to perform the terms of the Cooperation Agreement between the Department of the Army and the Lower Platte South Natural Resources District in connection with the Cedar Creek (Omaha Fish & Wildlife) Flood Risk Management project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Cooperation Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Cooperation Agreement, on behalf of the Lower Platte South Natural Resources District acted within his or her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this.
_____ day of _____ 20__.

Signature: _____

Name: _____

Title: _____

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 31 U.S.C. 1352. 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.

Mr. Mike Sousek
General Manager
Lower Platte South Natural Resources District
3125 Portia Street
Lincoln, Nebraska 68521

DATE: _____

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, _____, do hereby certify that I am the Chief Financial Officer [OR TITLE OF EQUIVALENT OFFICIAL] of the Lower Platte South Natural Resources District (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Cedar Creek (Omaha Fish & Wildlife) Rehabilitation of a non-Federal Flood Control Work; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Cooperation Agreement between the Department of the Army and the Lower Platte South Natural Resources District.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, _____.

BY: _____

TITLE: _____

DATE: _____



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

March 7, 2025

Chris Stawniak, President
Omaha Fish and Wildlife Club
8414 Lakeland Dr.
Plattsmouth, NE 68048

RE: Cedar Creek PL 8499 Project

Dear Mr. Stawniak:

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

The total estimated cost of the project is currently \$3,505,032. The estimated sponsor's portion (20%) of the cost of the project is currently \$701,000. The U.S. Army Corps of Engineers will require the local Sponsor funding prior to the start of construction, therefore LPSNRD will also need a certificate or verification of funding from OFWC.

If OFWC agrees to these terms and wishes LPSNRD to proceed as the Project Sponsor, please sign and date this Letter of Agreement below and return it to me along with verification of funding from your lending institution.

Sincerely,

Mike Sousek
LPSNRD General Manager

Encl.

Accepted by:  3-10-2025
Chris Stawniak, OFWC President Date

Cc: David Hanson, OFWC Treasurer at doingit@charter.net

Protecting our natural resources for future generations



March 11, 2025

Omaha Fish and Wildlife Club
ATTN: David Hanson & Chris Stawniak
PO Box 727
Bellevue, NE 68005-0727

Re: Cedar Creek Levee Project

To Whom it may Concern:

This letter serves as a pre-approval letter for a note up to \$717,000 to the Omaha Fish and Wildlife Club for the Cedar Creek Levee Project. This pre-approval is subject to First State Bank Nebraska's full underwriting and adequate appraisal of the property being used as collateral.

Sincerely,

A handwritten signature in blue ink that reads "Anna Bohlken".



Anna Bohlken NMLS #2548392
Agricultural Loan Officer
Phone: (402) 858-1188
Mail: abohlken@1fsb.bank
Website: www.1fsb.bank
Address: 446 Main Street | Plattsmouth,
Nebraska 68048



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Water Resources Discipline
Nebraska Water Science Center
5231 South 19th Street
Lincoln, NE 68512-1271

March 5, 2025

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

Dear Mr. Sousek:

Enclosed is a copy of supplemental Joint Funding Agreement No. 22NRJFA00350 Mod 001 for the Lower Platte River Corridor Alliance (LPRCA) water quality monitoring agreement. This modification extends the agreement to June 30, 2030, and increases the cost for the additional five years of monitoring. The total for extension is \$631,200, or \$431,600 for the LPRCA paid through the Lower Platte South Natural Resources District, and \$199,600 for the US Geological Survey. Please sign the agreement and return by email to aflynn@usgs.gov. Work cannot be started until we receive the signed agreement.

Work performed with funds from this agreement will be conducted on a fixed-price basis under the authority of statute 43 USC 36C. Billings will be rendered quarterly. The results of all work under this agreement will be available for publication by the U.S. Geological Survey.

Please contact Matt Moser at 402-328-4184 if you have any questions concerning this agreement.

Sincerely,

CASEY LEE

Digitally signed by CASEY
LEE
Date: 2025.03.05 15:58:23
-06'00'

Casey Lee, Director
USGS Nebraska Water Science Center

1 Enclosure
USGS UEI No. NJQMLNG5LA5

Agreement No.	22NRJFA00350
Modification No.	001
Customer No.	6000000121
Cost Center	GGEMNR0000
Project	NR00GS1
TIN	47-0542969

DEPARTMENT OF THE INTERIOR GEOLOGICAL
SURVEY
SUPPLEMENTAL JOINT FUNDING AGREEMENT FOR
WATER RESOURCES INVESTIGATIONS

THE GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, party of the second part, hereby agree to amend the Joint Funding Agreement No. **22NRJFA00350** dated April 1, 2022 as follows:

Paragraph 2(a) is hereby **increased by \$199,600** to read as follows:

- (a) \$274,800 by the party of the first part during the period
April 1, 2022 to June 30, 2030

Paragraph 2(b) is hereby **increased by \$431,600** to read as follows:

- (b) \$670,000 by the party of the second part during the period
April 1, 2022 to June 30, 2030

Billing for this agreement will be rendered **quarterly**. Payments of bills are due within 60 days after billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

Geological Survey
UNITED STATES
DEPARTMENT OF THE INTERIOR

LOWER PLATTE SOUTH NRD

By **CASEY LEE** Digitally signed by CASEY LEE
Date: 2025.03.05 15:59:01 -06 '00'
Casey Lee, Director
Nebraska Water Science Center
Date _____

By _____
Date _____

Form 9-1366
(May 2018)

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

Customer #: 6000000121
Agreement #: 22NRJFA00350
Project #: NR00GS1
TIN #: 47-0542969

COPY

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of April 1, 2022, 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 to **continue the operation of the continuous water quality monitoring at three sites in the Lower Platte basin**, 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) \$75,200 by the party of the first part during the period April 1, 2022 to June 30, 2025
- (b) \$238,400 by the party of the second part during the period April 1, 2022 to June 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national 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://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>

Form 9-1366
(May 2018)

COPY

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

Customer #: 600000121
Agreement #: 22NRJFA00350
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: Matt Moser
Physical Scientist
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4184
Fax: (402) 328-4101
Email: mmoser@usgs.gov

Customer Technical Point of Contact

Name: David Potter
Address: PO Box 83581
Lincoln, NE 68501
Telephone: (402) 476-2729
Fax:
Email:

USGS Billing Point of Contact

Name: Amanda Flynn
Budget Analyst
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4144
Fax: (402) 328-4101
Email: aflynn@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

By STEVEN PETERSON
Name: Steve Peterson
Title: Director

Signature
Digitally signed by STEVEN PETERSON
Date: 2022.03.03 13:03:02 -06'00'

Signatures
By [Signature] Date: 4/20/22
Name: PAUL D. ZILLIG
Title: GENERAL MANAGER

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Long-Term USGS Water Quality Gages in the Lower Platte River Corridor

USGS – Central Plains Water Science Center

Lincoln, Nebraska

Proposed 5-year extension to the Long-Term USGS-LPRCA Agreement

February 26, 2025

POC: Matt Moser

The USGS Nebraska Water Science Center, Lower Platte South NRD, and Pappio Missouri NRD are interested in extending the agreement for continuous water quality monitoring in the Lower Platte River. This ongoing data collection covers the monitoring of water quality parameters and the reporting of data on the USGS's website. The proposed extension would continue data collection for the 2025 through 2029 calendar years.

Three gages have recorded continuous water-quality data seasonally since 2007. Readings of water temperature, specific conductance, dissolved oxygen, turbidity, and nitrate are taken every 15 minutes during the ice-free periods of the year. These measurements provide information for a variety of goals in the Lower Platte River, some of which include:

- Monitoring in support of the Lower Platte River's Water Quality Management Plan
- Potential to identify the water-quality impacts from management and land use changes in the contributing basin as well as to provide a baseline for future comparisons.
- Assessing the stream health for fisheries
- Better characterization of nitrate concentration in the drinking water source of many Nebraskans.
- Inform those who use the river for recreating of potential water quality risks
- Development of surrogate estimates to help better quantify loads of non-monitored parameters.
- Assessment by the USGS to determine continuous water quality trends in the lower Platte River

For this proposed extension, the data collection would continue at the three long term sites that have had continuous monitoring since the fall of 2007. These sites include the Platte River at Louisville, Salt Creek at Ashland, and Elkhorn River at Waterloo. Funding for the site would be provided from the USGS Cooperative water program, the Pappio-Missouri River NRD, and the Lower Platte South NRD.

Seasonal data collection for the current agreement is scheduled for completion in the fall of 2024, with the agreement set to expire on June 30, 2025. The proposed extension would add data collection for the 2025-2029 years and extend the agreement from June 30, 2025, to June 30, 2030. All historic and real-time data are provided on the USGS website.

For questions or additional information, contact Matt Moser, (402)328-4184 mmoser@usgs.gov

The following a **proposed** billing for each NRDs use. These funds include the data collection and approval at each of the three locations mentioned above. If the Federal fiscal year is divided out to fit State fiscal years, either the Papio-M or the LPS NRDs could expect to pay the following for each of its fiscal years. The five-year average cost to monitor would be \$43,160 per year.

<u>Nebraska State Year</u>	<u>Annual Amount per Agency</u>
7/1/2025 to 6/30/2026	\$39,600
7/1/2026 to 6/30/2027	\$43,400
7/1/2027 to 6/30/2028	\$46,200
7/1/2028 to 6/30/2029	\$49,200
7/1/2029 to 6/30/2030	\$37,400

An extended financial breakdown with expected billing dates per agency:

Agreement #	22NRJFA00350				
Billing Date	Amount	Federal Fiscal Year	Papio-M NRD	LPS NRD	USGS
6/30/2025	\$45,000	FY25	\$9,200	\$9,200	\$26,600
8/31/2025	\$45,000	FY25	\$9,200	\$9,200	\$26,600
12/31/2025	\$29,000	FY26	\$10,600	\$10,600	\$7,800
3/31/2026	\$29,000	FY26	\$10,600	\$10,600	\$7,800
6/30/2026	\$29,000	FY26	\$10,600	\$10,600	\$7,800
8/31/2026	\$29,000	FY26	\$10,600	\$10,600	\$7,800
12/31/2026	\$30,300	FY27	\$11,100	\$11,100	\$8,100
3/31/2027	\$30,300	FY27	\$11,100	\$11,100	\$8,100
6/30/2027	\$30,300	FY27	\$11,100	\$11,100	\$8,100
8/31/2027	\$30,300	FY27	\$11,100	\$11,100	\$8,100
12/31/2027	\$32,800	FY28	\$12,000	\$12,000	\$8,800
3/31/2028	\$32,800	FY28	\$12,000	\$12,000	\$8,800
6/30/2028	\$32,800	FY28	\$12,000	\$12,000	\$8,800
8/31/2028	\$32,800	FY28	\$12,000	\$12,000	\$8,800
12/31/2028	\$34,500	FY29	\$12,600	\$12,600	\$9,300
3/31/2029	\$34,500	FY29	\$12,600	\$12,600	\$9,300
6/30/2029	\$34,500	FY29	\$12,600	\$12,600	\$9,300
8/31/2029	\$34,500	FY29	\$12,600	\$12,600	\$9,300
12/31/2029	\$17,400	FY30	\$6,100	\$6,100	\$5,200
3/30/2030	\$17,400	FY30	\$6,100	\$6,100	\$5,200
Billing Date			\$215,800	\$215,800	\$199,600

Project completion date: 6/30/2030

For questions or additional information, contact Matt Moser, (402)328-4184 mmoser@usgs.gov

JOINT FUNDING AGREEMENT

For

LONG TERM REAL-TIME CONTINUOUS WATER QUALITY MONITORING GAGES

in the LOWER PLATTE RIVER CORRIDOR at LOUISVILLE in the PLATTE, at ASHLAND in SALT CREEK, and at WATERLOO in the ELKHORN RIVER

The "JOINT FUNDING AGREEMENT for the THREE LONG TERM REAL-TIME CONTINUOUS WATER QUALITY MONITORING GAGES in the LOWER PLATTE RIVER CORRIDOR at LOUISVILLE in the PLATTE, at ASHLAND in SALT CREEK, and at WATERLOO in the ELKHORN RIVER" (hereinafter referred to as "the Agreement") to be executed by and among the Lower Platte South Natural Resources District, on behalf of the Lower Platte River Corridor Alliance and Papio-Missouri River Natural Resources District (herein after referred to as "the Partners").

The Partners agree as follows.

Scope of work

Real-time continuous water quality monitoring data will be collected by USGS personnel and equipment in the Platte River at Louisville, in Salt Creek at Ashland, and in the Elkhorn River at Waterloo. Water quality data to be collected include temperature, turbidity, dissolved oxygen, specific conductance, nitrate/nitrite and others as available, however no nitrate/nitrite collection on Salt Creek. Data will be displayed in real-time over the internet. The data is anticipated to be collected generally from March through October in 2025, 2026, 2027, 2028 and 2029.

Funding

The Lower Platte South Natural Resources District, on behalf of the Lower Platte River Corridor Alliance, will hold and disburse funds from all Partners as needed for this study. Papio-Missouri River Natural Resources District will provide \$39,600.00 in 2025 (FY26), \$43,400.00 in 2026 (FY27), \$46,200.00 in 2027 (FY28), \$49,200.00 in 2028 (FY29), and \$37,400.00 in 2029 (FY30) for a total of \$215,800.00 for the five-year agreement. The Lower Platte River Corridor Alliance will pay the balance of the annual fee for the monitoring agreement (Lower Platte South NRD being the one other partner paying equal amounts).

Effective date

The agreement shall become effective upon execution by all parties.

Duration of agreement

The agreement shall run through the end of the calendar year 2029 when all required funds have been received and data collection completed.

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

Mike Sousek, General Manager LPSNRD

DATE

John Winkler, General Manager PMRNRD

DATE



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Water Resources Discipline
Nebraska Water Science Center
5231 South 19th Street
Lincoln, NE 68512-1271

March 5, 2025

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

Dear Mr. Sousek:

Enclosed is a copy of supplemental Joint Funding Agreement No. 22NRJFA00360 Mod 001 for the Lower Platte River Corridor Alliance (LPRCA) continuous water quality monitoring at Leshara. This modification extends the agreement to June 30, 2030, and increases the cost for the additional five years of monitoring. The total for extension is \$220,200, or \$161,000 for the LPRCA paid through the Lower Platte South Natural Resources District, and \$59,200 for the US Geological Survey. Please sign the agreement and return by email to aflynn@usgs.gov. Work cannot be started until we receive the signed agreement.

Work performed with funds from this agreement will be conducted on a fixed-price basis under the authority of statute 43 USC 36C. Billings will be rendered quarterly. The results of all work under this agreement will be available for publication by the U.S. Geological Survey.

Please contact Matt Moser at 402-328-4184 if you have any questions concerning this agreement.

Sincerely,

CASEY LEE

Digitally signed by CASEY
LEE
Date: 2025.03.05 15:59:42
-06'00'

Casey Lee, Director
USGS Nebraska Water Science Center

1 Enclosure
USGS UEI No. NJQMLNG5LA5

Agreement No.	22NRJFA00360
Modification No.	001
Customer No.	6000000121
Cost Center	GGEMNR0000
Project	NR00GS1
TIN	47-0542969

DEPARTMENT OF THE INTERIOR GEOLOGICAL
SURVEY
SUPPLEMENTAL JOINT FUNDING AGREEMENT FOR
WATER RESOURCES INVESTIGATIONS

THE GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, party of the second part, hereby agree to amend the Joint Funding Agreement No. **22NRJFA00360** dated April 1, 2022 as follows:

Paragraph 2(a) is hereby **increased by \$59,200** to read as follows:

- (a) \$89,600 by the party of the first part during the period
April 1, 2022 to June 30, 2030

Paragraph 2(b) is hereby **increased by \$161,000** to read as follows:

- (b) \$241,400 by the party of the second part during the period
April 1, 2022 to June 30, 2030

Billing for this agreement will be rendered **quarterly**. Payments of bills are due within 60 days after billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

Geological Survey
UNITED STATES
DEPARTMENT OF THE INTERIOR

LOWER PLATTE SOUTH NRD

By CASEY LEE
Casey Lee, Director
Nebraska Water Science Center
Date _____

Digitally signed by CASEY
LEE
Date: 2025.03.05 16:00:17
-06'00'

By _____
Date _____

Form 9-1366
(May 2018)

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

Customer #: 600000121
Agreement #: 22NRJFA00360
Project #: NR00GS1
TIN #: 47-0542969

COPY

Water Resource Investigations

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of April 1, 2022, 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 for continuous water quality monitoring at Leshara, 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) \$30,400 by the party of the first part during the period April 1, 2022 to June 30, 2025
- (b) \$80,400 by the party of the second part during the period April 1, 2022 to June 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0
Description of the USGS regional/national 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://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>

Form 9-1366
(May 2018)

COPY

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR**

**Customer #: 600000121
Agreement #: 22NRJFA00360
Project #: NR00GS1
TIN #: 47-0542969**

Water Resource Investigations

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: Matt Moser
Physical Scientist
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4184
Fax: (402) 328-4101
Email: mmoser@usgs.gov

Customer Technical Point of Contact

Name: David Potter
Address: PO Box 83581
Lincoln, NE 68501
Telephone: (402) 476-2729
Fax:
Email:

USGS Billing Point of Contact

Name: Amanda Flynn
Budget Analyst
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4144
Fax: (402) 328-4101
Email: aflynn@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

By STEVEN PETERSON
Name: Steve Peterson
Title: Director

Signature
Digitally signed by STEVEN PETERSON
Date: 2022.03.03 12:59:46 -06'00'

By  Date: 4/20/22
Name: PAUL D. ZILLIG
Title: GENERAL MANAGER

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

USGS Water Quality Gages on the Platte River near Leshara, Nebraska

USGS – Central Plains Water Science Center

Lincoln, Nebraska

Proposed 5-year extension to the Leshara USGS-LPRCA Agreement

February 21, 2025

POC: Matt Moser

The USGS Nebraska Water Science Center, in addition to several cooperators, are interested in extending the joint agreement for continuous water quality monitoring at the Platte River near Leshara gage. Beginning in April 2016 a continuous water quality monitor was deployed in the Platte River near Leshara to help get additional water quality information in the upper portions of the Lower Platte River. Parameters monitored include water temperature, specific conductance, turbidity, dissolved oxygen, and nitrate. Data is collected seasonally during ice free periods, and the site is operated similarly to other USGS-Lower Platte River monitoring sites.

Water quality information collected at this site helps:

- Monitoring in support of the Lower Platte River's Water Quality Management Plan.
- Potential to identify the water-quality impacts from management and land use changes in the contributing basin as well as to provide a baseline for future comparisons.
- Assessing the stream health for fisheries.
- Better characterization of nitrate concentration in the drinking water source of many Nebraskans.
- Inform those who use the river for recreating of potential water quality risks.
- Development of surrogate estimates to help better quantify loads of non-monitored parameters.
- Assess the stream health for both immediate concentrations and loads heading downstream.
- Understand nitrate concentrations above the shallow aquifers used for drinking water.
- Assessment by the USGS to determine continuous water quality trends in the lower Platte River.

The water quality gage at the Platte River Leshara has been a multi-cooperative agreement.

Funds have been contributed by Lower Platte South NRD, Lower Platte North NRD, Papio-Missouri NRD, Lincoln Water Systems, M.U.D, and USGS

For the 2025-2029 data collection, the USGS would contribute 30% of the total project cost, with Papio-M NRD, LPS NRD, LPN NRD, LWS, and M.U.D split the remaining funds.

The current agreement expires on June 30, 2025, with 2024 being the last year of data collection. A proposed extension to this agreement would start June 30, 2025, and go to June 30, 2030, and cover data collection and approval for the 2025-2029 calendar years. Funding below assumes that all parties would still be interested in operating the gage with the same scope for an additional three years beyond the 2024 data collection year.

The following is a **proposed** billing for each partner's use based on State year. The three-year average cost to monitor would be \$6,440 per year. Actual billed amounts may vary depending on direct JFAs between each partner and LPS NRD, who acts as the chair for the LPRCA.

<u>State Year</u>	<u>Annual Amount per Agency</u>
7/1/2025 to 6/30/2026	\$8,000
7/1/2026 to 6/30/2027	\$6,400
<u>7/1/2027 to 6/30/2028</u>	\$6,400
<u>7/1/2028 to 6/30/2029</u>	\$6,400
<u>7/1/2029 to 6/30/2030</u>	\$5,000
5-year average	\$6,440

For questions or additional information, contact Matt Moser, (402)328-4184 mmoser@usgs.gov

An extended financial breakdown with expected billing dates per agency:

Agreement # 22NRJFA00360			5-year Platte River at Leshara, Nebr.					
Billing Date	Amount	Federal Fiscal Year	Papio-M NRD	LPS NRD	LPN NRD	M.U.D.	L.W.S	USGS
6/30/2025	\$16,000	FY25	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$4,000
8/31/2025	\$16,000	FY25	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$4,000
12/31/2025	\$11,000	FY26	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
3/31/2026	\$11,000	FY26	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
6/30/2026	\$11,000	FY26	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
8/31/2026	\$11,000	FY26	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
12/31/2026	\$11,000	FY27	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
3/31/2027	\$11,000	FY27	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
6/30/2027	\$11,000	FY27	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
8/31/2027	\$11,000	FY27	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
12/31/2027	\$11,000	FY28	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
3/31/2028	\$11,000	FY28	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
6/30/2028	\$11,000	FY28	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
8/31/2028	\$11,000	FY28	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
12/31/2028	\$11,000	FY29	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
3/31/2029	\$11,000	FY29	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
6/30/2029	\$11,000	FY29	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
8/31/2029	\$11,000	FY29	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$3,000
12/31/2029	\$6,100	FY30	\$900	\$900	\$900	\$900	\$900	\$1,600
3/30/2030	\$6,100	FY30	\$900	\$900	\$900	\$900	\$900	\$1,600
Billing Date			\$32,200	\$32,200	\$32,200	\$32,200	\$32,200	\$59,200

With a five-year data collection effort, this proposed agreement would have a project completion date of 6/30/2030.

JOINT FUNDING AGREEMENT

For

REAL-TIME CONTINUOUS WATER QUALITY MONITORING

in the LOWER PLATTE RIVER AT LESHARA

The “JOINT FUNDING AGREEMENT for REAL-TIME CONTINUOUS WATER QUALITY MONITORING in the PLATTE RIVER AT LESHARA” (hereinafter referred to as “the Agreement”) to be executed by and among the Lower Platte South Natural Resources District, on behalf of the Lower Platte River Corridor Alliance and the Metropolitan Utilities District (herein after referred to as “the Partners”).

The Partners agree as follows.

Scope of work

Real-time continuous water quality monitoring data will be collected by USGS personnel and equipment in the Platte River near Leshara. Water quality data to be collected include temperature, turbidity, dissolved oxygen, specific conductance, nitrate/nitrite and others as available. Data will be displayed in real-time over the internet. The data is anticipated to be collected generally from March through October in 2025, 2026, 2027, 2028 and 2029.

Funding

The Lower Platte South Natural Resources District, on behalf of the Lower Platte River Corridor Alliance, will hold and disburse funds from all Partners as needed for this study. Metropolitan Utilities District will provide \$8,000.00 in 2025 (FY26), \$6,400.00 in 2026 (FY27), \$6,400.00 in 2027 (FY28), \$6,400.00 in 2028 (FY29), and \$5,000.00 in 2029 (FY30) for a total of \$32,200 for the five-year agreement. The Lower Platte River Corridor Alliance will pay the balance of the annual fee for the monitoring agreement (four other partners paying equal amounts).

Effective date

The agreement shall become effective upon execution by all parties.

Duration of agreement

The agreement shall run through the end of the calendar year 2029 when all required funds have been received and data collection completed.

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

Mike Sousek, General Manager LPSNRD

DATE

Douglas L. Whitfield, Vice President of Water Operations, MUD

DATE

JOINT FUNDING AGREEMENT

For

REAL-TIME CONTINUOUS WATER QUALITY MONITORING

in the LOWER PLATTE RIVER AT LESHARA

The “JOINT FUNDING AGREEMENT for REAL-TIME CONTINUOUS WATER QUALITY MONITORING in the PLATTE RIVER AT LESHARA” (hereinafter referred to as “the Agreement”) to be executed by and among the Lower Platte South Natural Resources District, on behalf of the Lower Platte River Corridor Alliance and Lincoln Water System (herein after referred to as “the Partners”).

The Partners agree as follows.

Scope of work

Real-time continuous water quality monitoring data will be collected by USGS personnel and equipment in the Platte River near Leshara. Water quality data to be collected include temperature, turbidity, dissolved oxygen, specific conductance, nitrate/nitrite and others as available. Data will be displayed in real-time over the internet. The data is anticipated to be collected generally from March through October in 2025, 2026, 2027, 2028 and 2029.

Funding

The Lower Platte South Natural Resources District, on behalf of the Lower Platte River Corridor Alliance, will hold and disburse funds from all Partners as needed for this study. Lincoln Water System will provide \$8,000.00 in 2025 (FY26), \$6,400.00 in 2026 (FY27), \$6,400.00 in 2027 (FY28), \$6,400.00 in 2028 (FY29), and \$5,000.00 in 2029 (FY30) for a total of \$32,200 for the five-year agreement. The Lower Platte River Corridor Alliance will pay the balance of the annual fee for the monitoring agreement (four other partners paying equal amounts).

Effective date

The agreement shall become effective upon execution by all parties.

Duration of agreement

The agreement shall run through the end of the calendar year 2029 when all required funds have been received and data collection completed.

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

Mike Sousek, General Manager LPSNRD

DATE

Leirion Gaylor Baird, Mayor, City of Lincoln

DATE

JOINT FUNDING AGREEMENT

For

REAL-TIME CONTINUOUS WATER QUALITY MONITORING

in the LOWER PLATTE RIVER AT LESHARA

The “JOINT FUNDING AGREEMENT for REAL-TIME CONTINUOUS WATER QUALITY MONITORING in the PLATTE RIVER AT LESHARA” (hereinafter referred to as “the Agreement”) to be executed by and among the Lower Platte South Natural Resources District, on behalf of the Lower Platte River Corridor Alliance and Lower Platte North Natural Resources District (herein after referred to as “the Partners”).

The Partners agree as follows.

Scope of work

Real-time continuous water quality monitoring data will be collected by USGS personnel and equipment in the Platte River near Leshara. Water quality data to be collected include temperature, turbidity, dissolved oxygen, specific conductance, nitrate/nitrite and others as available. Data will be displayed in real-time over the internet. The data is anticipated to be collected generally from March through October in 2025, 2026, 2027, 2028 and 2029.

Funding

The Lower Platte South Natural Resources District, on behalf of the Lower Platte River Corridor Alliance, will hold and disburse funds from all Partners as needed for this study. Lower Platte North Natural Resources District will provide \$8,000.00 in 2025 (FY26), \$6,400.00 in 2026 (FY27), \$6,400.00 in 2027 (FY28), \$6,400.00 in 2028 (FY29), and \$5,000.00 in 2029 (FY30) for a total of \$32,200 for the five-year agreement. The Lower Platte River Corridor Alliance will pay the balance of the annual fee for the monitoring agreement (four other partners paying equal amounts).

Effective date

The agreement shall become effective upon execution by all parties.

Duration of agreement

The agreement shall run through the end of the calendar year 2029 when all required funds have been received and data collection completed.

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

Mike Sousek, General Manager LPSNRD

DATE

Ryan Sabatka, LPNNRD Chair

DATE

JOINT FUNDING AGREEMENT

For

REAL-TIME CONTINUOUS WATER QUALITY MONITORING

in the LOWER PLATTE RIVER AT LESHARA

The “JOINT FUNDING AGREEMENT for REAL-TIME CONTINUOUS WATER QUALITY MONITORING in the PLATTE RIVER AT LESHARA” (hereinafter referred to as “the Agreement”) to be executed by and among the Lower Platte South Natural Resources District, on behalf of the Lower Platte River Corridor Alliance and Papio-Missouri River Natural Resources District (herein after referred to as “the Partners”).

The Partners agree as follows.

Scope of work

Real-time continuous water quality monitoring data will be collected by USGS personnel and equipment in the Platte River near Leshara. Water quality data to be collected include temperature, turbidity, dissolved oxygen, specific conductance, nitrate/nitrite and others as available. Data will be displayed in real-time over the internet. The data is anticipated to be collected generally from March through October in 2025, 2026, 2027, 2028 and 2029.

Funding

The Lower Platte South Natural Resources District, on behalf of the Lower Platte River Corridor Alliance, will hold and disburse funds from all Partners as needed for this study. Papio-Missouri River Natural Resources District will provide \$8,000.00 in 2025 (FY26), \$6,400.00 in 2026 (FY27), \$6,400.00 in 2027 (FY28), \$6,400.00 in 2028 (FY29), and \$5,000.00 in 2029 (FY30) for a total of \$32,200 for the five-year agreement. The Lower Platte River Corridor Alliance will pay the balance of the annual fee for the monitoring agreement (four other partners paying equal amounts).

Effective date

The agreement shall become effective upon execution by all parties.

Duration of agreement

The agreement shall run through the end of the calendar year 2029 when all required funds have been received and data collection completed.

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

Mike Sousek, General Manager LPSNRD

DATE

John Winkler, General Manager PMRNRD

DATE