Memorandum

To: Southern Sarpy Watershed Partnership Construction Stormwater Inspection Ad-Hoc Consultant Selection Subcommittee
From: Lori Ann Laster, Stormwater Management Engineer
Date: December 30, 2019
Re: Review and Recommendation on Professional Services Contract with JEO for Southern Sarpy Watershed Partnership Construction Stormwater Inspection Services

On December 5, 2019 the Subcommittee selected JEO Consulting Group, Inc (JEO) to provide professional services necessary to perform construction stormwater inspection services on behalf of the member agencies of the Southern Sarpy Watershed Partnership. These inspections are required to enforce the codes and regulations adopted by the member agencies to comply with Municipal Separate Storm Sewer System (MS4) requirements under EPA’s National Pollutant Discharge Elimination System (NPDES).

District staff and JEO representatives have worked together to prepare the enclosed agreement, detailed scope, and time and cost estimate for this project.

JEO will be responsible for providing project management, routine construction site inspections, complaint-based inspections, and preparation of monthly reports on all inspections and actions. This contract is anticipated to cover one year of required inspections. A report will be prepared for inclusion in each community’s annual MS4 report. The total fee for this work was negotiated at $163,590. This project will be covered by the Southern Sarpy Watershed Partnership Fund.

On December 19, 2019 the Southern Sarpy Watershed Partnership reviewed the contract, scope, and fee and voted to approve the expenditure from the Partnership Fund.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute a professional services contract with JEO Consulting Group Inc. for the Southern Sarpy Watershed Partnership Construction Stormwater Inspections for a maximum fee of $163,590, subject to changes deemed necessary by the General Manager and approval as to form by District legal counsel.
AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 10, 2020 (“Effective Date”) between Papio-Missouri River NRD, (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Southern Sarpy Watershed Partnership Construction Stormwater Inspections (“Project”).

JE0 Project Number: R191689.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is: $163,590.00

C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.
ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

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

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

Owner: 

________________________________________________________________________

By: John Winkler 
Title: General Manager 
Date Signed: 
Address for giving notices: Papio-Missouri River NRD 
8901 S. 154th St. 
Omaha, NE 68138

Engineer: JEO Consulting Group, Inc.

________________________________________________________________________

By: Dan Fricke 
Title: Project Principal 
Date Signed: 
Address for giving notices: JEO Consulting Group, Inc. 
11717 Burt Street Ste. 210 
Omaha, NE 68154
Agreement for Construction Stormwater Inspections for the Southern Sarpy Watershed Partnership between JEO Consulting Group, Inc. and the Papio-Missouri River Natural Resources District.

JEO Project No. 191689

The primary objective of this project is to provide oversight of construction sites with an active Grading Permit in zoning jurisdictions of Southern Sarpy Watershed Partnership Communities, as required by their respective Municipal Separate Storm Sewer System (MS4) permits. This work includes reviewing inspection reports and the Stormwater Pollution Prevention Plans (SWPPP) in Permix, and completing construction stormwater site inspections using Permix software. Additionally, the consultant will work with contractors to correct violations, respond to complaints, and make recommendations to the appropriate jurisdiction on enforcement action. The Consultant will deliver Monthly Status Reports and an Annual Report that meets all reporting requirements of the MS4 permittees.

SCOPE OF SERVICES:

TASK 1: PROJECT MANAGEMENT

1.1 KICK-OFF MEETING

a. A kick-off meeting will be held with the Owner, Southern Sarpy Watershed Partnership communities, and the City of Omaha inspection staff to discuss the scope and nature of the project, and to refine the goals and objectives.
   i. Coordinate with the Owner on appropriate stakeholder involvement.
   ii. Discuss schedule for Permix oversight and routine SWPPP inspection.
   iii. Discuss timing of status updates and reporting to the Owner and appropriate jurisdictions.
   iv. The Owner and Consultant will coordinate development of a Communication and Coordination document to be distributed at the Kick-off meeting, and will include the following information:
      i. Contact information
      ii. Expected responsibilities
      iii. Processes and Procedures

1.2 PROJECT AND SCHEDULE MANAGEMENT

a. Routine project management and coordination tasks will be performed during the anticipated time frame for the project per the proposed schedule.
   i. Develop a Project Management Plan.
   ii. Establish and maintain project schedule and budget.
   iii. Detailed monthly project invoices and progress reports will be prepared and submitted to the Owner.
   iv. Perform routine project management tasks and general project coordination (not including meetings) with the Owner and relevant stakeholders.

1.3 KEY MEETINGS

a. Quarterly Progress Meetings
   i. Quarterly progress meetings with the Southern Sarpy Watershed Partnership.
**Task 2: Construction Site Oversight**

**2.1 Permix Oversight**

a. This task includes a detailed review of available Permix data for all sites having an active Grading Permit. Use of Permix will be accessed using the existing City of Omaha license/agreement.
   
i. Review submitted inspection reports in Permix weekly.
   
ii. Document Violations.
   
iii. Use submitted inspection reports to prioritize on-site inspections.

**2.1 Site Inspections**

a. JEO will conduct a detailed on-site inspection once per month of all construction sites that have an active Grading Permit within the Southern Sarpy Watershed Partnership Jurisdiction.
   
i. Reference Permix data and review the Stormwater Pollution Prevention Plan prior to all site inspections.
   
ii. Evaluation of existing erosion and sediment control practices as specified in the site’s Stormwater Pollution Prevention Plan.
   
iii. Document observed violations by taking a picture and noting location.
   
iv. Record inspection data in Permix.
   
v. Based on current available data it is assumed JEO will conduct inspection of approximately 30 construction sites.

**2.2 Complaint Inspections**

a. The Owner or appropriate Southern Sarpy Watershed Partnership Jurisdiction will notify the Consultant of erosion and sediment control-related complaints received for sites with an active Grading Permit.
   
b. The Owner or appropriate Southern Sarpy Watershed Partnership Jurisdiction will provide JEO with the location and nature of the complaint.
   
c. JEO will conduct an inspection of the erosion complaint within 24 hours and report to the Owner or appropriate Southern Sarpy Watershed Partnership Jurisdiction on the current status of the violation and recommend enforcement. Enforcement and follow up visits are to be determined based on the nature of the violation, coordinated with the appropriate Southern Sarpy Watershed Partnership Jurisdiction.
   
d. All complaints, follow-up inspections, and enforcement activities will be documented and included in the monthly status update and annual report.
   
e. The fee for this task assumes that JEO will respond to 36 complaints annually.

**Task 3 Reporting:**

**3.1 Monthly Status Report**

a. The Monthly Status Report will include Permix review and inspection metrics and data for the previous month and will be delivered to the Owner and appropriate jurisdictions within 7 days following the last day of the month. Monthly Status Reports will include the following information.
   
i. Specify the number of Permix oversight reviews.
   
ii. Specify the number of on-site inspections.
   
iii. Note violations corrected in the field.
   
iv. Note violations that require follow-up.
   
v. Note violations that require enforcement action.
vi. Indicate the compliance status of each permitted site.

### 3.2 Annual Report

a. Report to be delivered by January 29, 2021, and will include the following information.
   i. Gather and analyze monthly Permix review and inspection metrics.
   ii. Report number and type of violations discovered through Permix.
   iii. Report number and type of violations discovered upon site inspection.
   iv. Describe how violations were corrected on site, if applicable.
   v. If violations resulted in enforcement action, indicate action taken.

### Fee

- The cost to provide the above mentioned services will be an hourly, not to exceed fee of $163,590.00. A breakdown of the fee is included as Attachment 1 to Exhibit A.
- This fee includes JEO’s billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees.
- Compensation for Basic Services will be based on Direct Labor Costs Times a Factor Method of Payment: An amount equal to Engineer’s Direct Labor Costs times a factor of [3.51] for the services of Engineer’s personnel engaged on the Project, plus Reimbursable Expenses, estimated to be $[0] (included in overhead rates), and Engineer’s Consultant’s charges, if any, estimated to be $[0]. Any additional services beyond the Scope of Service will be provided on a similar basis.

#### Fee Per Task

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Fee</th>
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<tr>
<td>TASK 1 - PROJECT MANAGEMENT</td>
<td>$18,750.00</td>
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<tr>
<td>TASK 2 - CONSTRUCTION SITE OVERSIGHT</td>
<td>$114,840.00</td>
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<td>TASK 3 - REPORTING</td>
<td>$30,000.00</td>
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<td><strong>Total</strong></td>
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### Schedule:

Following is the estimated time frame for this project. All calendar days are estimated, subject to date of acceptance and Notice To Proceed by Owner.

- Tasks 1.2, 1.3, 2 and 3.1 will be ongoing through the end of December 2020.
- Tasks 3.2 will be completed by January 2021.

### Owner Responsibility:

The Owner or appropriate Southern Sarpy Watershed Partnership Jurisdiction must provide the following information to the Consultant:

- Information related to current violations.
- Access to all project sites.
- Access to Permix.
- Provide detailed information on complaints when JEO is requested to investigate.
- Provide a room/location for all meetings throughout the project.
- Copies of the most current stormwater system maps upon request.

### Exclusions/Assumptions:

- Use of Permix will be under the existing City of Omaha license/agreement; access to which will be coordinated by the Owner and/or appropriate jurisdictions.
- Assumptions related to estimated number of sites and complaints are included above.
SWPPP preparation is the responsibility of others.
Any permit fees associated with permit applications are the responsibility of others.
Special meetings and meetings not outlined in the Scope of Services will be completed at applicable hourly rates.
Additional service time periods beyond those included in this scope will be coordinated with an amendment.
## Attachment 1 to Exhibit A
Papio-Missouri River NRD
Fee Estimate - December, 2019

### Task and Fee Structure

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<tr>
<th>Task</th>
<th>JEO Fee/Task</th>
<th>Total Fee/Task</th>
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<tr>
<td><strong>JEO Hourly Rate</strong> (includes estimated billing rate increases effective January 1)**</td>
<td><strong>$200</strong></td>
<td><strong>$160</strong></td>
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<td><strong>Total</strong></td>
<td><strong>$163,590</strong></td>
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### TASK 1 PROJECT MANAGEMENT

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<td>1.1 KICK-OFF MEETING</td>
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<td>1.2 PROJECT AND SCHEDULE MANAGEMENT</td>
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<td>1.3 KEY MEETINGS</td>
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<td>2.1 PERMIX REVIEW</td>
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<td>2.2 INSPECTIONS**</td>
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<td>2.3 COMPLAINT INSPECTIONS**</td>
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### TASK 3 REPORTING

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<td>3.1 MONTHLY STATUS REPORT</td>
<td>$24,960</td>
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<tr>
<td>3.2 ANNUAL REPORT</td>
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*Estimated oversight of 30 construction sites.

**Estimated at 36 complaints annually.

| Subtotal                     | **$163,590** | **$163,590**   |
| Total                        | **$163,590** | **$163,590**   |
1. **SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

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

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

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

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

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

5. **INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 45 days of receipt. Invoices are considered past due after 45 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 45 days after receipt of JEO’s statement, JEO may, after giving 7 days’ written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

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

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

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

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

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

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

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

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

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

10. **INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of
11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:
   a. Workers’ Compensation: Statutory
   b. Employer’s Liability
      i. Each Accident: $500,000
      ii. Disease, Policy Limit: $500,000
      iii. Disease, Each Employee: $500,000
   c. General Liability
      i. Each Occurrence (Bodily Injury and Property Damage): $1,000,000
      ii. General Aggregate: $2,000,000
   d. Auto Liability
      i. Combined Single: $1,000,000
   e. Excess or Umbrella Liability
      i. Each Occurrence: $1,000,000
      ii. General Aggregate: $1,000,000
   f. Professional Liability
      i. Each Occurrence: $1,000,000
      ii. General Aggregate: $2,000,000
   g. All policies of property insurance shall contain provisions to the effect that JEO and JEO’s consultants’ interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
   h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO’s consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
   i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

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

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

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.
   a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
   b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor’s subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
   c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

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

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

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

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

Partnership Meeting
December 19, 2019 - 10 am
Papio - Missouri River NRD

1. Introductions – Meeting started at 10:08. See attached sign-in sheet.

2. VOTE - Construction Site Inspections
   a. Lori Laster stated that JEO Consulting Group, Inc. had been selected by the P-MRNRD Board of Directors to negotiate a contract for construction stormwater inspection services in the Southern Sarpy area. She reviewed the proposed scope of services and fee.
   b. JEO will provide construction stormwater inspections on a monthly basis for all active construction sites and will inspect sites with complaints filed with the jurisdictions. They will provide a monthly report of all works and will summarize all data to be included in the annual reports for MS4 communities.
   c. Melissa Campbell with JEO answered specific questions.
   d. Art Beccard (Sarpy County) made a motion to approve the JEO contract. It was seconded by Alex Evans (Papillion). Motion carried 6 yea, 0 nay.
      i. Voting Yea: Matt Knight (Bellevue), Dan Gtitinger (Gretna), Alex Evans (Papillion), Kathleen Gottsch (Springfield), Art Beccard (Sarpy County), Marlin Petermann (P-MRNRD).
      ii. Voting Nay: None

3. Other Items of Interest
   a. Alex Evans asked about setting a standard for enforcement actions among all communities. Gretna has some standards and will share those. The January meeting will be used to discuss adopting standards.

4. Next Meeting – January 16, 2020

5. Adjourned 11:00
<table>
<thead>
<tr>
<th>NAME &amp; EMPLOYER</th>
<th>EMAIL ADDRESS</th>
<th>PHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lori Laster P-MRN RD</td>
<td><a href="mailto:llaster@papionrd.org">llaster@papionrd.org</a></td>
<td>(402) 444-6222</td>
</tr>
<tr>
<td>Amanda Grint P-MRN RD</td>
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<td>Marlin Petermann</td>
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<td>Eric Williams P-MRN RD</td>
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<td>Bruce Fountain</td>
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<td>(402) 593-1555</td>
</tr>
<tr>
<td>Sarpy County</td>
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<tr>
<td>Donna Lynam Sarpy</td>
<td><a href="mailto:dlynam@sarpy.com">dlynam@sarpy.com</a></td>
<td>(402) 593-1555</td>
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<tr>
<td>County</td>
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<tr>
<td>Mark Stursma City of Papillion</td>
<td><a href="mailto:mstursma@papillion.org">mstursma@papillion.org</a></td>
<td>(402) 597-2060</td>
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<tr>
<td>Derek Goff City of Papillion</td>
<td><a href="mailto:dgoff@papillion.org">dgoff@papillion.org</a></td>
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<tr>
<td>Jeff Thompson</td>
<td><a href="mailto:jefft@papillion.org">jefft@papillion.org</a></td>
<td>(402) 898-9092</td>
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<td>Amber Rupiper</td>
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<td>Matt Knight City of Bellevue</td>
<td><a href="mailto:matt.knight@bellevue.net">matt.knight@bellevue.net</a></td>
<td>(402) 293-3028</td>
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<td>Dan Giittinger City of Gretna</td>
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<td>(402) 332-3336</td>
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<tr>
<td>Mike Sotak FYRA Engineering</td>
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