




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: December 12, 2025
To: Urban Subcommittee
From: David Potter, General Manager 
Subject: Urban Subcommittee Meeting Minutes – December 10, 2025

The Urban Subcommittee met on December 10, 2025, at the NRD Office, at 5:30 pm. Subcommittee members participating included committee chair David Landis, Gary Aldridge, Chuck Hassebrook, Stephanie Matejka, Luke Peterson, Larry Ruth, Susan Seacrest, and John Yoakum. Others participating included Director Bob Anderson; NRD staff David Potter and Bryce Jensen; Tim Zach with City of Lincoln; and Ross Lawrence and Charlie Fankhauser with JEO Consulting Group. Director Landis called the meeting to order at 5:32 pm. The Subcommittee took action on four items. A quorum was present for the meeting.

A. Consideration of the Community Assistance Program Policy Guide Revisions [ACTION]–

Please see the attached memorandum from Craig Matulka. The Policy Guide revisions were reviewed by legal counsel and presented to the subcommittee. Potter identified the recent changes and answered questions from the subcommittee. Directors Hassebrook and Aldridge identified suggested changes.

It was moved by Yoakum, seconded by Matejka, and approved 7-1 (with Aldridge voting no) by the Urban Subcommittee to recommend the Board of Directors approve the Community Assistance Program Policy Guide Revisions as presented with changes, subject to legal counsel review.

B. Consideration of bids for the Salt Creek Streambank Stabilization 13th Street to 14th Street Project [ACTION]–

A Bid Opening took place at the District office on December 2, 2025, for the above-mentioned project. JEO Consulting Group represented the District for the opening and read aloud the six construction bids received. One bidder, Sibbensen Excavating, withdrew their bid within the 24-hour opening period. Of the five remaining bids to consider, Nebraska Digging Services, LLC, submitted the low total price bid of \$459,385.90. Please see the attached Bid Recommendation and Bid Tab from JEO Consulting Group. Jensen and JEO engineers answered questions from the subcommittee.

- Work Type: Construction- Streambank Stabilization
- Budget: Included in FY26 Budget
- Funding: NRD
- Amount: \$459,385.90
- Start: Upon Board Approval/December 2025
- Completion: April 15, 2026
- Bid Using Unit Prices

- Delays: Weather
- Permits: USACE 404 & 408, City of Lincoln Floodplain
- Access: No Concerns
- Payers, Players, & Partners: NRD, JEO, Nebraska Digging
- Deliverables: Stabilized Streambank

It was moved by Peterson, seconded by Seacrest, and approved unanimously by the Urban Subcommittee to recommend the Board of Directors approve the low bid from Nebraska Digging for the Salt Creek Streambank Stabilization 13th Street to 14th Street Project in the amount of \$459,385.90.

C. Consideration of USGS Joint Funding Agreement for the Deadmans Run Streamgage at 38th Street [ACTION]–

As part of the Deadmans Run Flood Reduction Project, the NRD worked with U.S. Geological Survey on a joint funding agreement for the continued seasonal operation of the Deadmans Run 38th Street streamgage. The total amount of the agreement is \$12,315.00 or \$2,430.00 for USGS and \$9,885.00 for the NRD. The City of Lincoln will reimburse the NRD 50% of the local costs. This gage will be used to provide flow data for modeling and flood warning as the flood reduction project is ongoing. Potter and Zach answered questions from the subcommittee.

- Work Type: Agreement for the operation of a streamgage
- Funding: NRD, 50% reimbursement from the City of Lincoln
- Payers, Players, & Partners: NRD, City of Lincoln, USGS
- Agreement/NRD costs: \$9,885.00

It was moved by Seacrest, seconded by Hassebrook, and approved unanimously by the Urban Subcommittee to recommend the Board of Directors approve the Joint Funding Agreement with USGS for the Operation of the Deadmans Run Streamgage at 38th Street.

D. Consideration of the Interlocal Cooperation Agreement with the City of Lincoln for the Deadmans Run Flood Reduction Project [ACTION]–

The current interlocal agreement between LPSNRD and the City of Lincoln for the Deadmans Run Flood Reduction Project is set to expire December 31st. There have been several changes to the Project since this agreement was approved, and it is recommended to adopt a new agreement. One of the major changes was removing the US Army Corps of Engineers from the project and recognizing the work with a consultant. Another noted change is the division of roles between the NRD and the city. A new agreement is proposed since there are many critical changes, and the city will not be able to act on the agreement until January. The Agreement has been reviewed by legal counsel and was presented to the subcommittee. Potter and Zach highlighted the changes and answered questions from the subcommittee.

It was moved by Hassebrook, seconded by Yoakum, and unanimously approved by the Urban Subcommittee to recommend the Board of Directors approve the Interlocal Cooperation Agreement with the City of Lincoln for the Deadmans Run Flood Reduction Project.

With no further business or discussion, Landis adjourned the meeting at 6:30 p.m.

Enclosures.

cc: Bob Andersen, Corey Wasserburger



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Memorandum

Date: December 10, 2025

To: LPSNRD- Urban Subcommittee

From: Craig Matulka, Stormwater/Watershed Specialist

Subject: Community Assistance Program-Policy Guide Update

The Urban Subcommittee for the Lower Platte South Natural Resources District will meet on Wednesday, December 10th, 2025, at 5:30 pm, to discuss possible changes to the current Community Assistance Program and its Policy Guide. Staff has been recently asked to consider possible policy changes to the Community Assistance Program and submit them to the Subcommittee for review.

All recommended changes by the Subcommittee and staff have been completed to the Community Assistance Program Policy Guide, along with Final editing. The completed policy guide is attached for the committee to review.

Possible significant changes to the CAP policy guide for the subcommittee to consider are:

- Including Sanitary Improvement District's (SID's) as potential applicants in the policy guide, as well as City's, Village's and Homeowners Associations.
- Limiting the total amount of LPSNRD cost-share assistance for each phase.
 - Not to exceed \$100,000.00 for the Study Phase.
 - Not to exceed \$100,000.00 for the Design Phase.
 - Not to exceed \$200,000.00 for the Construction Phase.
- The Design Phase must be 100% completed, and a construction project bid must be accepted by the Engineer of record, before the LPSNRD Board approves the Construction Phase of the potential project.
- Applicants or their representatives are only allowed to apply to the LPSNRD for a new project once every two years.

Lower Platte South Natural Resources District

Community Assistance Program Policy Guide

Purpose:

~~The~~The Community Assistance Program (CAP) of the Lower Platte South Natural Resources District (LPSNRD) ~~Community Assistance Program (CAP)~~ provides up to 50% cost-share assistance to support ~~any City's, Village's, and the efforts of any City, Village, Sanitary Improvement District (SID) or Homeowner Associations as they Association to~~ address natural resource concerns, related to drainage, stormwater, and streambank erosion within the ~~district~~LPSNRD.

Eligible Projects:

~~CAP funds may be used for such~~The following are examples of projects ~~as which may apply for CAP funding:~~ improving stormwater management or drainage, including studies to identify potential solutions; repairing storm erosion damage to public trails; and stabilizing stream channels; ~~etc.~~ Cities ~~and villages.~~ Villages, SIDs, as well as private ~~homeowner's~~homeowner associations, may apply for funding assistance. Projects should be located on lands that provide a public benefit, e.g., common areas, stormwater detention areas, or provide benefits downstream of such areas.

Cost-share assistance is available for several phases in a project ~~studies, design, including Study Phase, Design Phase, and construction phases.~~ Construction Phase. Each phase has a maximum limit on LPSNRD funds that may be applied for cost-share assistance. The not-to-exceed limits for each phase are as follows: Study Phase - \$100,000, Design Phase - \$100,000 and Construction Phase - \$200,000. These not-to-exceed limits are subject to the availability of CAP funds in the LPSNRD budget at the time of application approval.

Projects must be designed by a professional engineer licensed in the State of Nebraska, and approved by the LPSNRD Board of Directors. Project management is the sole responsibility of the applicant or their representative. Maintenance and future operation of completed projects is solely the responsibility of the applicant and is not eligible for cost-share assistance.

Review and Approval Process:

1. Interested parties should contact the LPSNRD Stormwater/Watershed Specialist to discuss issues, concerns, and CAP process for their natural resource-related problem.
2. After discussion and possible meetings on-site with LPSNRD staff, the applicant will send a letter requesting funding assistance for their project. This letter will ~~consist~~ include:
 - a. A description of the problem;
 - b. The proposed solution;
 - c. The benefits of the proposed solution to the general public;

- d. The estimated schedule to complete the requested phase of the project;
 - e. Other participants in the project; and
 - f. Project ~~Cost~~cost, as well as other potential funding sources ~~(if applicable)~~for the project that are available to the applicant.
3. The LPSNRD staff will present the applicant's request to the Urban Subcommittee of the LPSNRD (Urban Subcommittee) for consideration; ~~if approved,~~ and the subcommitteeUrban Subcommittee will review the request and determine whether to make a recommendation to the full LPSNRD Board of Directors to approve the request.
 4. The LPSNRD Board of Directors will ~~vote on the~~consider any recommendation from the Urban Subcommittee to approve a request for cost-share request during the assistance and vote on such recommendation at a regular monthly board meeting.
 5. The LPSNRD staff will notify the applicant of the ~~Board's~~ decision of the LPSNRD Board of Directors, including the funding amount and process the LPSNRD has approved.

Reimbursement:

The LPSNRD will distribute a portion of approved funds through reimbursement after the completion of each of the following project phases defined below:

Study Phase:

- Before reimbursement in this phase, the study must be 100% complete with final study deliverables (e.g. reports of analysis & recommendations) submitted to the LPSNRD for review and approval. Upon review and approval of final study deliverables, the applicant shall submit a letter requesting reimbursement, proof of the final analysis, invoices/documentation of actual costs paid for the project, copy of all bills paid, proof of payment through canceled/cashed checks, and any other additional information ~~to verify project completion. requested by LPSNRD staff to verify project completion. The maximum LPSNRD cost-share limit for this phase is \$100.000 and is subject to availability of CAP funding in the LPSNRD budget at the time of application approval.~~

Design Phase:

- Before reimbursement in this phase, the design must be 100% complete with final plans, specifications, and engineer's cost opinion submitted to the LPSNRD for review and approval. Upon review and approval of final design materials, the applicant shall submit a letter requesting reimbursement, proof of the final design plans, invoices/documentation of actual costs paid for the project, a copy of all bills paid, proof of payment through canceled/cashed checks and any other additional information ~~to verify project completion. requested by LPSNRD staff to verify project completion. The maximum LPSNRD cost-share limit for this phase is \$100.00 and is subject to availability of CAP funding in the LPSNRD budget at the time of application approval.~~
- In certain circumstances construction observation will be included in the design phase. In this instance, the reimbursement for the design phase will not occur until after the

construction of the project is completed due to construction observation services taking place during the actual construction project.

- In instances where construction observation is included as part of the design contract and the applicant does not proceed with a construction phase, then an exception may be made to consider the design phase 100% complete, as long as the final design materials are completed, and all other documents are verified. The applicant would then be reimbursed for the design.

Note: In some cases, the study & design phase occurs in one phase. Reimbursement will proceed as normal for study/design phases, which is after 100% completion and all supporting documents from above. In this situation, the LPSNRD should advise (or make aware) not to have construction observation included in the design phase, so the applicant could be reimbursed before moving into the construction phase.

Construction Phase:

Before the LPSNRD Board of Directors approves an application to cost-share for this phase, the design phase must be 100% completed with approved plans. A construction bid for the project from a licensed contractor also must be approved by the engineer of record and submitted to the LPSNRD Board of Directors for approval.

- Before reimbursement in this phase, the construction project must be 100% complete with a letter requesting reimbursement listing the total cost minus any other sources of funds, proof of the as-built plans approved and signed off by the engineer of record, invoices/documentation of actual costs paid for the project, canceled/cashed checks, and any additional information requested by LPSNRD staff to verify project completion.
 - Other documentation may need to be seen or completed depending on the project. For example, a dam may require a Construction Certification Form for dams from the Nebraska Department of Natural Resources (NeDNR).
 - Any construction projects with a total project cost over \$200,000 may request consideration from the LPSNRD Board of Directors to obtain reimbursement as construction is ongoing.
 - For a public agency municipality (City/ Village), if reimbursement is approved for a construction phase on a project with a total cost greater than \$200,000, an Interlocal

Agreement between the applicant and LPSNRD must be completed to outline the requirements of the cost-share reimbursement for the project. (See Appendix A for the Interlocal Agreement example).

- For non-municipal organizations/ associations (~~Homeowners~~ Homeowner Associations, SIDs), if reimbursement is approved for a construction phase on a project with a total cost greater than \$200,000, then a contract between the applicant and LPSNRD must be completed to outline the requirements of the cost-share reimbursement for the project. ~~To be developed after approval of this policy.~~
- Construction projects greater than a total cost of \$200,000 are required to be maintained by the applicant for a minimum of 5 years after the project completion. The maintenance requirement will be included in the interlocal agreement/ contract requirements. The LPSNRD may periodically inspect projects to verify that the applicant is performing regular, ongoing maintenance. If the applicant removes the project prior to the end of the five-year period, then the LPSNRD will require the applicant to repay all or a portion of the cost-share money paid to applicant.
- A letter requesting reimbursement, contractor pay application signed off by the Engineer of Record, copies of all bills paid, and proof of payment through canceled/cashed checks will be required for reimbursement while construction is ongoing. A final payment in this scenario will need a letter requesting final reimbursement, listing the total project cost minus any other sources of funds, as-built plans signed off by the engineer, and copies of all bills paid and proof of payment through canceled/cashed checks.
- Applicants may include construction observation services during this phase. Construction observation is typically completed by the Engineer of Record to ensure the contractor is completing the work to the plans and specifications.

Note: In some circumstances, depending on the size of the construction project, the ~~Board~~ LPSNRD may hold a defined amount of money for the final payment. There may be additional retainage held until the final payment/project is completed. Depending on the project size, the specific amount of retainage would be included in the Interlocal Agreement, contract, or LPSNRD CAP approval notification letter to the applicant, once approved by the ~~Board~~ LPSNRD Board of Directors. The maximum LPSNRD cost-share limit for this phase is \$200,000 and is subject to availability of CAP funding in the LPSNRD budget at the time of application approval.

Other Implementation:

1. There is no completion deadline for projects delayed due to weather or other justified circumstances. LPSNRD staff will communicate with the applicant regularly for status updates on the applicant's project so that LPSNRD staff can keep the LPSNRD Board of Directors informed of CAP project progress.

2. For planning and fiscal responsibility, the LPSNRD annually prepares budgetary constraints of its programs, including the CAP. Funding assistance for CAP projects for each fiscal year will be on a first come, first served basis.
3. Where applicable, the LPSNRD staff and/or LPSNRD Board of Directors will review project task costs to determine eligibility for cost share. Examples of non-items ineligible for cost-shareable itemsshare include (but are not limited to):
 - Riprap under a public infrastructure bridge. This is considered “bridge” “bridge armoring” and a maintenance operation and is not looked at as a public benefit.
 - Dredging lakes. This is not considered a public benefit and.
 - Dredging lakes. This is not considered a public benefit, but is more for the considered a benefit of to the applicant.

Note: In general, items that are considered maintenance or operation tasks are not eligible and are considered the responsibility of the applicant.

4. Applicants may use other funding assistance (such as grants) while also receiving assistance from the LPSNRD Community Assistance Program: CAP. If additional funding is obtained, then the LPSNRD will cost share up to 50% of the portion of the project for the actual dollar amount the applicant is paying minus any other funding assistance.
 - Example: Total Project cost = \$100,000. The applicant has \$30,000 in additional funding from outside sources. The applicant would pay \$70,000. The LPSNRD could potentially cost share up to 50% of the remaining funds paid by the applicant, and the LPSNRD would reimburse the applicant \$35,000.
5. If an approved CAP project results in higher than initially applied and approved for CAP cost-share, the applicant shall notify the LPSNRD as soon as possible and request an amendment to the approved cost-~~share~~ for up to 50% of the increase paid by the applicant. The In this instance, the LPSNRD Board of Directors is not obligated to approve an increase in cost-share for the project, but will determine whether or not to approve this additional amount.
6. If the project does not start within one year of the LPSNRD Board of Directors approval date, the LPSNRD reserves the right to cancel the cost-share application. The applicant will be required to reapply and restart the application process for consideration.
7. Applicants or their representatives are only allowed to apply for project cost-share, once every two years.

Appendix A

The Interlocal Agreement Between (Applicant) and Lower Platte South Natural Resources District

This Amendment was made and entered into by and between the (Applicant) and the Lower Platte South Natural Resources District, collectively referred to as the “Parties”.

WITNESSTH:

RECITALS

- A. The Parties entered into an Interlocal Agreement on (Date) for the purpose of said project and solution.
- B. The District agreed to reimburse the Applicant for (Percentage of Cost-share) of the total cost of the Project costs, with the District’s share not to exceed (Cost-Shareshare Amount).
- C. The Agreement is for a term of (Project Duration), unless extended by mutual consent of the Parties, which would have terminated on (End of Duration Date).
- D. The Project has been designed, permits obtained, and is now ready for the construction phase of the project.
- E. The Parties wish to the terms of the Agreement and complete the Project in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the above recitals and mutual promises and covenants contained herein, the Parties agree as follows:

- 1. The term of this agreement is (this set amount of time in length) from the effective date of this Agreement.
- 2. The Parties Agree with the scope of this Agreement and the (Applicant) will proceed under the Agreement with the construction phase of the Project.
- 3. The District will reimburse the (Applicant for %) of the costs, not to exceed (NRD Cost-share) for the construction and construction observation (if construction observation is included) costs of the Project.
- 4. The Parties agree that for this phase the (applicant) may submit requests for reimbursement (monthly/as pay applications are completed) to the District. Requests for

reimbursement will include a letter requesting reimbursement, contractor pay application signed off by the Engineer of Record, copies of all bills paid, and proof of payment through canceled checks.

5. Except for the change in the Scope of the Agreement, the cost share participation, and reimbursements by the District only in the construction phase of the Project, the remaining provisions in the Agreement are hereby reaffirmed.

IN WITNESS WHEREOF, the parties have duly executed this Amendment effective as of (DATE).

(Applicant)

BY: _____

(Applicant Title)

(Date) _____

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT

BY: _____

General Manager

(Date) _____

(TITLE OF PROJECT)
COMMUNITY ASSISTANCE PROGRAM COST-SHARE PROJECT
INTERLOCAL AGREEMENT
BETWEEN
(APPLICANT),
AND
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

This Interlocal Agreement (“Agreement”) is made and entered into by and between the **(Applicant)**, a municipal corporation (“**City/Village**”), and Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska (“District”), hereinafter may be referred to as each Party or collectively as the Parties.

WITNESSETH:

RECITALS

- A. **City/village** is a municipal corporation and **cities** of the second class **and villages** as provided in *Neb. Rev. Stat. § 17-501* and has the authority pursuant to such section to enter into contracts.
- B. District, pursuant to *Neb. Rev. Stat. § 2-3229*, has the authority to develop and execute plans, facilities, works, and programs which include, among others, recreational facilities.
- C. **Reason for proposing the project, (e.g. public safety, flood control)**
- D. **Plans for improvement and project start date.**

E. District has established the Community Assistance Program, which is a cost-share program for communities undertaking projects that coincide with District goals and authorities.

F. The ~~City/village~~Village and District wish to work together to make the most effective use of their powers by cooperating on a basis of mutual advantage under the auspices of the Interlocal Cooperation Act, *Neb. Rev. Stat.* §§ 13-801 to 13-827, to provide partial funding from District for a project through the Community Assistance Program to improve (public benefits of the project) The District's sole obligation under this Agreement is to provide cost-share funding to the City/Village and provided herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the parties agree as follows:

1. **Contract.** The City/Village will contract with an engineering firm ("Engineer") to perform the services set out in the attached conceptual design plan, at a total estimated cost of (Total Project Cost), of which (Total Cost-share Amount) is eligible for cost-share under the District's Community Assistance Program ("Eligible Costs").
2. **Preliminary design plans.** The City/Village will submit to the District a copy of the preliminary design plans for the (Project Name) for District review.
3. **Final design plans.** The City/Village will approve the final design plans following District review and submit to the District a copy of the final design plans.
4. **Bidding, construction, and maintenance.** The City/Village is responsible for all aspects of the Trails, including, but not limited to, the following project components:

- (a) Obtaining all necessary permits and land rights, including easements;
- (b) Soliciting, reviewing, and approving bids from contractors;
- (c) Constructing the project; and
- (d) Operating and maintaining, once completed.

5. **Completion Length.** The City/Village agrees to complete the (Project Name) within five (5) years.
6. **Cost-sharing.** Subject to the District's approval of the actual costs, the District agrees to pay up to (Percentage of Cost-share) of the Eligible Costs of the project, not to exceed (Total NRD Share).
7. **Other Funding Sources.** Additional funding sources may be available for the project. Any additional funds that are obtained for the project will be subtracted from the total cost of the project, and the City/Village and District agree to share equally in the remaining Eligible Costs of the project.
8. **Payment by the District.** Upon completion of the project, the City/Village will provide to the District a letter requesting reimbursement listing the total cost minus any other sources of funds, proof of the as-built plans approved and signed off by the engineer of record, invoices/documentation of actual costs paid for the project, canceled/cashed checks, and any additional information to verify project completion. The District will pay to the City/Village a (Percentage of Cost-share) share of the Eligible Costs of the project, up to the amount shown in Paragraph 6, within thirty (30) days of receipt of a request for reimbursement, unless disputed by the District. If any amount of the Eligible Costs is disputed by the District, the District shall timely pay all amounts that are not in dispute and meet with the City/Village and/or Engineer to attempt to resolve the disputed amounts.

9. **Term.** The term of this Agreement shall commence after approval by the Parties and execution by each Party and shall continue until it is modified by mutual consent or terminated by either party giving the other sixty (60) days' written notice of the intent to terminate this Agreement. In no event shall this Agreement continue for more than three (3) years.
10. **Binding.** This Agreement shall inure to the benefit of the Parties hereto and the successors of each. Each Party agrees that this Agreement may not be assigned without the prior written consent of the other.
11. **Amendment.** This Agreement may only be amended in writing, and the Parties agree that this Agreement contains the entire agreement between them.
12. **Additional Provisions.**

(a) **Mutual Indemnity.** Each Party shall indemnify and hold harmless the other Party, its officers, agents, and employees from and against claims, damages, losses and expenses, including, but not limited to, attorney's fees, if permitted by law, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and are caused in whole or in part by the intentional or negligent act or omission of the Party or the Party's employees, or any directly or indirectly employed by the Party, or anyone for whose acts any of them may be liable.

(b) **Insurance.** Each Party shall have in place and maintain during the life of this Agreement, either by being self-insured or purchasing insurance or having a

combination of both, the following types and amounts: (1) General Liability [\$1,000,000.00] Per Occurrence – General Aggregate [\$2,000,000.00]; Personal and Advertising injury [\$1,000,000.00]; Fire Damage (any one fire) [\$50,000.00]; Medical Expense (any one person) [\$5,000.00]; (2) Automobile Liability – Bodily Injury and Property Damage Liability including owned, non-owned and hired autos, Combined single limit [\$1,000,000.00]; Aggregate [\$2,000,000.00]; Umbrella Coverage [\$2,000,000.00]; (3) Worker's Compensation and Employer's Liability – statutory amount. Each Party specifically states that it will require its insurer to provide each party thirty (30) days' notice of cancellation, non-renewal or any material reduction of insurance coverage, to name each Party an additional insured and that subrogation has been waived for commercial liability and automobile liability policies.

(c) Independent Contractor Status. It is the express intent of the Parties that this Agreement shall not create an employer-employee or agency relationship between the Parties, and any contractor, or any employee's or other person's action on behalf of any contractor, in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the Parties that any employees of contractor shall at all times continue to be employees of the contractor for the duration of this Agreement. The contractor shall be responsible for all salary and benefits of its employees and they shall not be entitled to any salary or benefits for either Party. The contractor shall also be responsible for maintaining worker's compensation, sick leave or injury leave.

(d) Assumption of Liability. Each Party agrees that it will be responsible for its own acts and the results thereof and those of its agents and/or employees while they are performing duties and obligations of Each Party under this Agreement. Each Party also agrees that it shall not be responsible for the acts of the other Party while they are performing duties and obligations of such other Party. Each Party therefore agrees that it will assume all risk and liability to itself, its agents and employees while performing duties and obligations within the scope of their employment for such Party, for injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its own agents and employees, while acting on such Party's behalf while in the scope of their employment, and for any loss, cost, damage caused thereby during the performance of duties and obligations under this Agreement.

(e) Anti-Discrimination. Each Party agrees that, if a contractor or subcontractor is hired by either or both of them, then the Party or Parties will add a provision in any contract requiring the contractor or any subcontractors not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of the employee's or applicant's race, color, religion, age, sex, sexual orientation, genetic information, disability, national origin, familial status, veteran status, or other factors which lawfully cannot be the basis for employment decisions.

IN WITNESS WHEREOF, Each Party has duly executed this Agreement on the date specified below.

(Applicant)

BY: _____

(Applicant Title)

(Date) _____

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT

BY: _____

General Manager

(Date) _____



December 3, 2025

Lower Platte South Natural Resources District
3125 Portia St
Lincoln, NE 68521

Re: ***Bid Recommendation***
Salt Creek Streambank Stabilization 13th St to 14th St
JEO Project No. 211468.00

Dear Mr. Potter and Board Members:

On December 2, 2025, JEO Consulting Group, representing Lower Platte South Natural Resources District, received six (6) bids for the above referenced project. One bidder withdrew their bid within 24 hours of opening, leaving five (5) bids for consideration. Enclosed is a copy of the Bid Tabulation sheet.

Based on the bids received, it is our recommendation to proceed with contracting the low bidder, Nebraska Digging Services, LLC, from Alvo, Nebraska. They shall commence work after notice to proceed and will be completed by April 15, 2026. Nebraska Digging Services has completed work for the NRD in the past and are qualified and capable of completing the work included in this project. They have submitted a total bid price of **\$459,385.90**, which aligns reasonably with the project requirements. Upon approval to award the contract, JEO will proceed with distributing the necessary documents for execution.

If you have any questions about the enclosed, please contact me at your convenience at rlawrence@jeo.com or 402.310.4258.

Sincerely,

Ross Lawrence, PE, CFM
Project Manager

Enclosure
- Bid Tabulation



Bid Tab

PROJECT | Salt Creek Streambank Stabilization 13th St to 14th St

JEO PROJECT NO. | 211468.00

LOCATION | Lincoln, Nebraska

LETTING | December 2, 2025 1:00pm CST

BIDDER	TOTAL BASE BID
Nebraska Digging Services	\$459,385.90
Gana Trucking and Excavating, Inc.	\$493,473.65
MC Wells Contracting, LLC.	\$527,220.00
H.R. Bookstrom Construction, INC	\$635,489.00
Husker Engineering	\$668,833.00
Sibbernson Excavating	<i>Bid Withdrawn</i>



Tab Sheet

PROJECT | Salt Creek Streambank Stabilization 13th St to 14th St

JEO PROJECT NO. | 211468.00

LOCATION | Lincoln, Nebraska

				Nebraska Digging Services		Gana Trucking and Excavating, Inc.		MC Wells Contracting, LLC.		H.R. Bookstrom Construction, INC		Husker Engineering	
BASE BID													
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$25,000.00	\$25,000.00	\$12,800.00	\$12,800.00	\$50,000.00	\$50,000.00	\$55,000.00	\$55,000.00	\$31,000.00	\$31,000.00
2	Bonding and Insurance	1	LS	\$11,000.00	\$11,000.00	\$6,428.00	\$6,428.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$33,000.00	\$33,000.00
3	Stripping and Topsoiling	1	LS	\$10,000.00	\$10,000.00	\$8,346.00	\$8,346.00	\$24,000.00	\$24,000.00	\$5,215.00	\$5,215.00	\$9,000.00	\$9,000.00
4	Earthwork Measured in Excavation (Established Quantity)	5,075	CY	\$14.00	\$71,050.00	\$18.50	\$93,887.50	\$18.00	\$91,350.00	\$20.00	\$101,500.00	\$37.00	\$187,775.00
	Earthwork Measured in Embankment (Established Quantity)	105	CY										
5				\$7.00	\$735.00	\$16.75	\$1,758.75	\$40.00	\$4,200.00	\$25.00	\$2,625.00	\$30.00	\$3,150.00
6	Rock Riprap	2,560	TONS	\$111.00	\$284,160.00	\$110.50	\$282,880.00	\$105.00	\$268,800.00	\$150.00	\$384,000.00	\$118.00	\$302,080.00
7	Granular Bedding	590	TONS	\$62.50	\$36,875.00	\$108.50	\$64,015.00	\$70.00	\$41,300.00	\$85.00	\$50,150.00	\$132.00	\$77,880.00
8	Crushed Rock Surface Course	24	TONS	\$67.50	\$1,620.00	\$62.00	\$1,488.00	\$100.00	\$2,400.00	\$65.00	\$1,560.00	\$110.00	\$2,640.00
9	Stabilized Construction Entrance	2	EA	\$4,500.00	\$9,000.00	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00	\$4,000.00	\$8,000.00	\$2,800.00	\$5,600.00
10	Seeding and Hydromulch, Type A	0.03	ACRE	\$6,545.00	\$196.35	\$9,900.00	\$297.00	\$10,000.00	\$300.00	\$25,000.00	\$750.00	\$58,000.00	\$1,740.00
11	Seeding and Hydromulch, Type B	0.55	ACRE	\$6,545.00	\$3,599.75	\$9,900.00	\$5,445.00	\$10,000.00	\$5,500.00	\$12,000.00	\$6,600.00	\$13,000.00	\$7,150.00
12	Straw Wattle	474	LF	\$7.70	\$3,649.80	\$6.60	\$3,128.40	\$5.00	\$2,370.00	\$6.00	\$2,844.00	\$7.00	\$3,318.00
13	Prepare, Construct, and Maintain Emergency Action Plan	1	LS	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$7,245.00	\$7,245.00	\$4,500.00	\$4,500.00
TOTAL BASE BID					\$459,385.90		\$493,473.65		\$527,220.00		\$635,489.00		\$668,833.00



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Central Plains Water Science Center
1217 Biltmore Drive
Lawrence, KS 66049

December 4, 2025

Mr. David Potter
General Manager
Lower Platte South Natural Resources District
PO Box 83581
Lincoln, NE 68501

Dear Mr. Potter:

Enclosed is our standard joint-funding agreement 26SEJFA00230 between the U.S. Geological Survey Central Plains Water Science Center and Lower Platte South Natural Resources District for eight months of streamgage monitoring on Deadman's Run, during the period October 1, 2025 through September 30, 2026 in the amount of \$9,885 from your agency. U.S. Geological Survey contributions for this agreement are \$2,430 for a combined total of \$12,315. Please sign and return one fully-executed original to Amanda Flynn at aflynn@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jason Lambrecht at (402) 328-4100 Ext 4124 or email jmlambre@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Amanda Flynn at phone number (402) 328-4144 Ext 4144 or aflynn@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Casey Lee
Director, Central Plains WSC

Enclosure
26SEJFA00230 (2)

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

Customer #: 6000000121
Agreement #: 26SEJFA00230
Project #: 26SEJFA00230
TIN #: 47-0542969

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, Central Plains 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 negotiated deliverables (see attached), 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) \$2,430 by the party of the first part during the period
October 1, 2025 to September 30, 2026
- (b) \$9,885 by the party of the second part during the period
October 1, 2025 to September 30, 2026
- (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/office-of-science-quality-and-integrity/fundamental-science-practices>).

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

Customer #: 6000000121
Agreement #: 26SEJFA00230
Project #: 26SEJFA00230
TIN #: 47-0542969

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

USGS Technical Point of Contact

Name: Jason Lambrecht
Deputy Director for Hydrologic Data
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4100 Ext 4124
Fax: (402) 328-4101
Email: jmlambre@usgs.gov

Customer Technical Point of Contact

Name: David Potter
General Manager
Address: PO Box 83581
Lincoln, NE 68501
Telephone: (402) 476-2729
Fax: (n/a)
Email: dpotter@lpsnrd.org

USGS Billing Point of Contact

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

Customer Billing Point of Contact

Name: David Potter
General Manager
Address: PO Box 83581
Lincoln, NE 68501
Telephone: (402) 476-2729
Fax: (n/a)
Email: dpotter@lpsnrd.org

U.S. Geological Survey
United States
Department of Interior

Lower Platte South Natural Resources District

Signature

By _____ Date: _____
Name: Casey Lee
Title: Director, Central Plains WSC

Signatures

By _____ Date: _____
Name: _____
Title: _____

By _____ Date: _____
Name: _____
Title: _____

By _____ Date: _____
Name: _____
Title: _____

Deadmans Run Stream Gauge Location, Lincoln NE



Map Updated: November 2024 - Lower Platte South NRD, sdr

INTERLOCAL COOPERATION AGREEMENT FOR DEADMANS RUN FLOOD REDUCTION PROJECT

This Interlocal Cooperation Agreement (Agreement) is made and entered into as of the date fully executed below by and between the **City of Lincoln, Nebraska**, a municipal corporation (City), 555 North 10th Street, Lincoln, NE 68508, and the **Lower Platte South Natural Resources District**, a political subdivision of the State of Nebraska (NRD), 3215 Portia Street, Lincoln, NE 68521, hereinafter individually sometimes referred to as a Party and collectively as the Parties).

WITNESSETH:

RECITALS

A. The Parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et. seq., as amended, to enter into cooperative agreements for the mutual benefit of the Parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

B. The Parties have a common interest in the management of storm water, the protection of property, and the safety of the public, that may result from flooding in the City of Lincoln;

C. The Parties agree that the risk of flooding in the Deadmans Run Watershed is a real threat and actions by the Parties are needed to reduce the risk of flooding;

D. Deadmans Run Watershed is within the boundaries of the City and the NRD;

E. The Parties desire to work together to implement projects to reduce flooding in the Deadmans Run Watershed;

F. The Parties equally shared the cost of preparing the Deadmans Run Basin Master Plan (Plan) during the years 2006 and 2007, utilizing an 18-member Advisory Committee that updated floodplain maps and developed solutions to the flooding problems along Deadmans Run;

G. The Parties approved the Plan in the years 2007 and 2008 which identified approximately \$50,000,000 of improvements to reduce flood damages;

H. The Parties worked with the U.S. Army Corps of Engineers (USACE) during the period of 2008 to 2014 to obtain approval of the potential projects identified in the Plan;

I. The Parties in 2014 agreed to equally share the cost of the USACE 3-year Section

205 Feasibility Study on flooding in the Deadmans Run Watershed (Study), with NRD serving as the lead non-federal sponsor;

J. Between 2014 and 2018 at least three (3) public meetings were held, informing the public of the status of the Study and to receive public comments/input;

K. In 2018, the Parties and the USACE identified a \$25,500,000 flood reduction project that would greatly reduce the flood threat to a majority of the Deadmans Run Watershed, called the Deadmans Run Flood Reduction Project (Project);

L. The Project included a \$15,000,000 Section 205 USACE Project (with the USACE contributing \$10,000,000) and a \$10,500,000 Local Project;

M. The Project cost escalated to approximately \$60,000,000 in 2024 (with the USACE still only able to contribute \$10,000,000), and the Parties decided to complete the Deadmans Run flood reduction project without the USACE; therefore, certain components of the Agreement have been revised in this Agreement to address the current revised responsibilities and funding, as a continuation of the original Agreement;

N. The Parties entered into a prior Interlocal Cooperation Agreement approved by City Council Resolution No. A-91351 adopted on November 5, 2018, and approved by LPSNRD Board of Directors on October 17, 2018, which has an expiration date of December 31, 2025.

O. The Parties desire to work together under the auspices of the Interlocal Cooperation Agreement Act through this new Agreement and desire to equally share the cost of the Project, in accordance with the terms, conditions, and guidance of this Agreement.

NOW, THEREFORE, in consideration of the above Recitals and the mutual promises and covenants contained herein the Parties agree as follows for this Agreement:

1. Purpose.

The purpose of this Agreement is to protect the public interest by reducing future flood damages within the City of Lincoln thereby saving lives and damages to public and private property and businesses located within the floodplain. Other projects within the Plan may be the subject of future amendments to this Agreement. No separate legal or administrative entity is created under this Agreement.

2. Duration.

This Agreement shall expire on December 31, 2029, unless mutually extended by the Parties.

Prior to the expiration of this Agreement, the Parties intend to agree on an Operation & Maintenance Agreement for the Deadmans Run Flood Reduction Project, which will provide for all operations and maintenance responsibilities for the Project. To the extent there is any conflict between this Agreement and the prior Interlocal Cooperation Agreement approved by City Council Resolution No. A-91351 adopted on November 5, 2018, and approved by LPSNRD Board of Directors on October 17, 2018, this Agreement shall control the Parties' current responsibilities and obligations.

3. Project Components.

The Project is a Local Project in the amount of approximately \$26,000,000. The major project components for the Project to be undertaken by this Agreement include:

- a. Conveyance Channel from BNSF bridge to 48th St
- b. Detention Basin west of 48th St (UNL property)
- c. Detention Basin east of 56th St (NRD property)
- d. 33rd Street Bridge (City bridge)
- e. Any necessary Public Utility Relocations
- f. Any necessary Easements

Each Project Component will include design, permitting, land acquisitions, construction observation, construction, and operation & maintenance.

4. Project Management.

Coordination of the Local Project will require extensive planning, coordination, and communication. The agreed upon Project Manager and Project Coordinator for the local project will lead the local efforts necessary to successfully complete the Project, including but not limited to design, constructability schedule, land acquisitions, construction documents, bidding, and construction. The responsibilities of the Project Manager are identified in Exhibit A and the responsibilities of the Project Coordinator are identified in Exhibit B. The Project Manager and Project Coordinator shall work together to facilitate the Project and will assist each other in responsibilities. A project management team to assist the Project Manager and Project Coordinator will be agreed upon by the Parties and consist of staff from the Parties.

5. Financial Management.

NRD staff shall serve as the Administrator for this Agreement and the Project and will administer all financial accounting and records for the Parties. Project costs will include all

design, construction, and permitting work related to the completion of the Conveyance Channel, and Detention Basins, for Right-of-Way/Easement Acquisition, the cost of project management, the cost of financial management, and other related costs. City staff shall serve as the Administrator for specific Project costs associated with the 33rd Street Bridge and any necessary Public Utility Relocations, Right-of-Way/Easement surveying, the cost of associated project management, the cost of associated financial management, and other related costs. The Parties shall review on a quarterly basis the financial status of the Project and local funds expended by the Parties. If requested by either Party, the other Party shall forward funds to the Administrator in order to maintain an equal split of the costs of the Project.

6. Funding Assistance.

The total cost for the Project is estimated at \$26,000,000. Each Party shall provide one half (1/2) of the local cost share amounting to an estimated \$13,000,000 each. NRD has received \$5,857,792 from the Nebraska Water Sustainability Funding (WSF) assistance, and NRD and City will consider applying for other funding assistance. Any and all additional funding assistance received will be credited to the total locally funded portion of the Project, and fifty percent (50%) of any additional funding assistance received will be credited by the Administrator to each Party.

7. City Responsibilities.

City shall:

- (a) Serve as the financial administrator for the identified portions of the Project ;
- (b) Provide the Project Coordinator;
- (c) Contribute one half (1/2) of the cost share of the Project;
- (d) Obtain the design, permits, bidding, and construction of the 33rd Street Bridge and necessary Public Utility Relocations;
- (e) Maintain the 33rd Street Bridge and the Public Utilities;
- (f) Provide the acquisition efforts for private right-of- way for the 33rd Street Bridge and Public Utilities; and
- (g) Provide the NRD with surveying and legal exhibits in the acquisition or use of public right-of-way for the Project.

8. NRD Responsibilities.

NRD shall:

- (a) Serve as the financial administrator for the identified portions of the Project
- (b) Provide the Project Manager;
- (c) Contribute one half (1/2) of the cost share of the Project;
- (d) Provide a site for a detention basin east of 56th Street;
- (e) Obtain the design, permits, bidding, and construction of the Conveyance Channel and Detention Basins;
- (f) Provide acquisition efforts for private right-of-way for the Projects, except for the 33rd Street Bridge and Public Utilities;
- (g) Enter into an agreement with UNL for the UNL Detention Basin component of the Project and land acquisitions for the Project; and
- (h) Operate and maintain the Conveyance Channel and Detention Basins.

9. General Terms.

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

(b) **Contractors and Subcontractors.** Each Party agrees to require any contractors or subcontractors providing services under this Agreement, to indemnify and hold the Parties harmless to the same extent and as provided in subsection (a) above.

(c) **Severability.** If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the

terms and requirements of applicable law.

(d) **Equal Employment Opportunity.** In connection with the carrying out of the activities provided herein, neither Party shall discriminate against a bidder or employee because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

(e) **Independent Contractor.** It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship, and contractor or subcontractors, or any employees or other persons acting on their behalf shall be deemed to be independent contractor(s) during the entire term of this Agreement, and that this Agreement does not create an employment relationship. Contractors and subcontractors shall be responsible for all salary and benefits payable under this Agreement and their employees shall not be entitled to any salary or any benefits made to either Party's employees, including, but not limited to, overtime, vacation, retirement benefits, workers compensation, sick leave or injury leave. Contractors and subcontractors shall also be responsible for maintaining workers compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee compensation.

(f) **Insurance.** City and NRD shall require any contractors or subcontractors, providing services under this Agreement, to agree to the insurance clause to be used for all contracts, as provided in Exhibit C attached hereto and incorporated by this reference. Contractors and subcontractors shall not commence work under this Agreement until it has obtained all insurance required pursuant to Exhibit C and has provided each Party with a Certificate of Insurance showing the specific limits of insurance required by Exhibit C and showing the Parties as additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide each Party thirty (30) days notice of cancellation, non-renewal of any material reduction of insurance coverage.

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

Agreement.

(h) **Termination.** Either Party has the right to terminate this Agreement if the other Party fails to perform as required herein. Termination for failure to perform shall be effective only after the non-breaching Party provides written notice to the breaching Party of the failure to perform ninety (90) days in advance of termination and allows the breaching party an opportunity to cure during that time period. If either Party lacks sufficient funding for this Project, said Party has the right to terminate this Agreement. Either Party may also terminate this Agreement for any reason for its own convenience. Termination for convenience or lack of funding shall be effective only after terminating Party provides written notice six (6) months in advance of the effective date and after the Parties meet to discuss options for termination. Termination shall require a formal vote by the board or council of the Party initiating the termination in order to be effective. Each Party shall be responsible for its share of accumulated cost of the Project up to the time of termination.

10. Acquisition of Land and/or Easements.

The Parties agree that NRD will acquire all necessary land acquisitions, including the land acquisitions from UNL, which will be obtained by agreement between the Parties in addition to other services required for the Project. The Parties agree that City will acquire all necessary land acquisitions specific to the 33rd Street Bridge and related Public Utility Relocations. The Parties shall financially contribute one half (1/2) each to the payment of expenses associated with land acquisitions. Upon completion of the Project all land or easements acquired will be transferred to the appropriate sponsor.

11. Amendments.

This Agreement may be amended by mutual consent of the Parties in writing subsequent to the date of this Agreement and signed by both Parties.

12. Governing Law and Interpretation.

This Agreement shall be subject to the laws of the State of Nebraska and ordinances of City. Any uncertainty or ambiguity existing herein shall not be interpreted against either Party because such Party prepared any portion herein, but shall be interpreted according to the application of rules and interpretation of contracts generally. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and merges all prior discussions between them. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their

respective successors and assigns. The Parties agree to comply with fair employment and fair labor standards and with federal immigration verification system standards under Nebraska and federal law.

13. Capacity.

The undersigned do hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind his or her represented Party herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date opposite their respective signatures.

CITY OF LINCOLN, NEBRASKA

DATED: _____

BY: _____
Leirion Gaylor Baird, Mayor

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

DATED: _____

BY: _____
David Potter, General Manager

EXHIBIT A

Project Manager Responsibilities

The Project Manager for the Deadmans Run Flood Reduction Project oversees the design and construction phases of the project and will work directly with the Project Coordinator with support from the City and LPSNRD project team, and with UNL. This position manages the consultant teams, project budget, schedule, and permitting to ensure compliance with all technical and regulatory requirements.

Project Team & Consultant Management

- Serve as the project's primary point of contact for coordination with the City and LPSNRD project team with the consultants and UNL.
- Lead regular design coordination meetings to review progress, upcoming milestones, and action items; address technical issues; and confirm alignment with project goals.
- Manage consultant contracts, including scope, budget, schedule, and deliverables.
- Track design decisions and maintain documentation of key technical and policy determinations.
- Manage change requests or scope amendments, ensuring justification and cost impacts are clearly documented.
- Provide guidance to ensure constructability, maintainability, and safety are addressed throughout design, ensuring project goals are being met.

Financial Management, Cost Shares, and Reimbursements

- Develop and manage the design-phase budget, including city funds, partner contributions, and external grants.
- Review consultant invoices for accuracy, completeness, and compliance with contract terms.
- Track design expenditures and verify they are consistent with cost-share agreements, including keeping an up-to-date spreadsheet of all expenditures and reimbursements.
- Prepare, submit, and/or coordinate reimbursement requests between the City and the LPSNRD and reimbursements requests for the Water Sustainability Fund grant.
- Maintain detailed financial documentation to support audits, partner reporting, and reimbursement verification.
- Monitor design contingency and potential design changes that could impact construction costs.
- Coordinate with City and LPSNRD project team to execute amendments to interlocal or cost-share agreements as necessary.
- Provide routine budget updates to City and LPSNRD leadership.

Construction Preparation and Transition

- Oversee preparation of bid-ready construction documents (plans, specifications, and engineer's estimate).
- Coordinate design reviews at key milestones (30%, 60%, Draft PS&E, Final PS&E) to ensure all City and LPSNRD comments are resolved.
- Develop construction phasing and sequencing plans in coordination with consultants

- and adjacent project leads.
- Confirm right-of-way and easement acquisition schedules are aligned with design completion.
- Support development of construction cost estimates and validate quantities against design drawings.
- Coordinate with consultant to prepare bid packages and assist during contractor solicitation.

Construction Phase Responsibilities (Overview)

- Provide oversight during construction to ensure design intent and quality are maintained.
- Manage consultant support for construction administration, submittal review, and RFIs.
- Coordinate with consultant project manager and inspectors, contractors, and City and LPSNRD project team to resolve field issues.
- Review and approve construction change orders related to design modifications.
- Monitor construction progress and provide financial and schedule updates to City and LPSNRD leadership.
- Ensure proper documentation for project closeout, including as-builts, final reimbursements, and record drawings.

EXHIBIT B

Project Coordinator Responsibilities

The Project Coordinator for the Deadmans Run Flood Reduction Project oversees the coordinated effort of the Project Team and public outreach of the project and will work directly with the Project Manager with support from the City and LPSNRD project team, and in coordination with UNL, BNSF, and other partners. This position coordinates with adjacent projects, including significant coordination with the 33rd and Cornhusker RTSD project, supports public communication, and provides oversight to maintain design intent, goals, quality, and fiscal accountability throughout the project.

Project Team & Consultant Management

- Serve as the project's primary point of contact for coordination of the City and LPSNRD project team with consultant for 33rd Street Bridge and utility relocation, BNSF, and other partner agencies.
- Review and compile review comments from City & NRD staff of all consultant submittals such as preliminary design reports, design drawings, specifications, cost estimates, and modeling results.
- Coordinate technical reviews across disciplines (hydrology/hydraulics, geotechnical, structural, environmental, utilities, and transportation).
- Ensure consultant compliance with applicable City standards, FEMA criteria, and state/federal permitting requirements; ensure compatibility with City FEMA flood map update project.

Coordination with Adjacent Projects & Infrastructure Improvements

- Identify adjacent or concurrent projects (public or private) that may influence the project design, schedule, or construction phasing.
- Coordinate with the RTSD 33rd & Cornhusker project on overlapping improvements to watermain, sanitary sewer, storm drainage, temporary and permanent roadways and trails.
- Lead coordination with other City divisions on public utility relocations and coordination with BNSF on their railroad bridge project and channel improvements.
- Manage and document coordination efforts to avoid conflicts and leverage shared improvements or cost efficiencies.
- Track partner and stakeholder commitments that may affect project scope or schedule.

Permitting, Environmental, and Regulatory Coordination

- Oversee preparation and submittal of environmental documentation (404 permit, LOMR, CLOMR, floodplain development permit, construction stormwater permit, etc.).
- Coordinate with regulatory agencies (e.g., FEMA, USACE, NDOT, NDWEE) to track permit requirements, timelines, and deliverables.
- Ensure environmental mitigation measures and commitments are incorporated into design plans.

- Maintain compliance documentation to support future construction authorization.

Public and Stakeholder Engagement

- Coordinate messaging with City and LPSNRD communications teams to maintain consistent communication with the public and elected officials.
- Support preparation of public outreach materials (presentations, exhibits, fact sheets) to explain design progress and community benefits.
- Participate in public meetings, workshops, and briefings to address design-related questions or feedback.

Construction Preparation and Transition

- Confirm right-of-way and easement needs are clearly defined.
- Coordinate with procurement staff to prepare bid packages and assist during contractor solicitation for 33rd Street Bridge and Utility Relocation projects.

EXHIBIT C

Each contractor and subcontractor shall purchase and maintain during the life of this Agreement the following types of insurance: (1) General Liability [\$1,000,000.00] Per Occurrence - General Aggregate [\$2,000,000.00], Products - Comp/OPS Aggregate [\$2,000,000.00], Personal and Advertising Injury [\$1,000,000.00], Fire Damage (any one fire) [\$50,000.00], Medical Expense (any one person) [\$5,000.00]; (2) Automobile Liability - Bodily Injury and Property Damage Liability Including owned, non-owned, and hired autos, Combined single limit [\$1,000,000.00]; and (3) Workers Compensation and Employer Liability, Statutory Limits.

Each subcontractor shall furnish a certificate of insurance with liability limits shown above with City of Lincoln, Nebraska and the Lower Platte South Natural Resources District to be named as an additional insureds, and a Waiver of Subrogation in favor of the City of Lincoln, Nebraska and the Lower Platte South Natural Resources District.

COPY

INTERLOCAL COOPERATION AGREEMENT

DEADMANS RUN FLOOD REDUCTION PROJECT

This Interlocal Cooperation Agreement ("Agreement") is made and entered into on this 9th day of ~~November~~ ^{September} 2018 by and between the City of Lincoln, Nebraska, a municipal corporation ("City"), 555 North 10th Street, Lincoln, NE 68508, and the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska ("NRD"), 3215 Portia St, Lincoln, NE 68521, hereinafter individually sometimes referred to as a "Party" and collectively as the "Parties.")

WITNESSETH:

RECITALS

- A. The Parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et. seq., as amended, to enter into cooperative agreements for the mutual benefit of the Parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;
- B. The Parties have a common interest in the management of storm water, the protection of property, and the safety of the public, that may result from flooding in the City of Lincoln;
- C. The Parties agree that the risk of flooding in the Deadman's Run Watershed is a real threat and actions by the Parties are needed to reduce the risk of flooding;
- D. Deadman's Run Watershed is within the boundaries of the City and the NRD.
- E. The Parties desire to work together to implement projects to reduce flooding in the Deadman's Run Watershed;
- F. The Parties equally shared the cost of preparing the Deadman's Run Basin Master Plan ("Plan") during the years 2006 and 2007, utilizing an 18 member Advisory Committee that updated floodplain maps and developed solutions to the flooding problems along Deadman's Run;
- G. The Parties approved the Plan in the years 2007 and 2008 which identified approximately \$50,000,000 of improvements to reduce flood damages;
- H. The Parties worked with the U.S. Army Corps of Engineers ("Corps") during the period of 2008 to 2014 to obtain approval of the potential projects identified in the Plan;

- I. The Parties in 2014 agreed to equally share the cost of the Corps 3-year Section 205 Feasibility Study on flooding in the Deadman's Run Watershed (the "Study"), with the NRD serving as the lead "non-federal sponsor";
- J. Between 2014 and 2018 at least 3 public meetings were held, informing the public of the status of the Study and to receive public comments/input;
- K. In 2018, the Parties and the Corps identified a \$25,500,000 flood reduction project that would greatly reduce the flood threat to a majority of the Deadman's Run Watershed, called the Deadman's Run Flood Reduction Project (the "Project");
- L. The Project includes a \$15,000,000 Section 205 Corps Project and \$10,500,000 Local Project;
- M. The Parties desire to work together under the auspices of the Interlocal Cooperation Agreement Act and desire to equally share the cost of the Local Project and the local part of the Section 205 Corps Project, in accordance with the terms, conditions, and guidance of this Agreement.

NOW, THEREFORE, in consideration of the above Recitals and the mutual promises and covenants contained herein the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to protect the public interest by reducing future flood damages within the City of Lincoln thereby saving lives and damages to public and private property and businesses located within the floodplain. Other projects within the Plan may be the subject of future amendments to this Agreement. No separate legal or administrative entity is created under this Agreement.

2. Duration.

This Agreement shall expire on December 31, 2025 unless mutually extended by the Parties. Prior to the expiration of this Agreement, the Parties intend to agree on an Operation & Maintenance Agreement for the Deadman's Run Flood Reduction Project, which will provide for all operations and maintenance responsibilities for the Project.

3. Project Components.

The Deadman's Run Flood Reduction Project ("Project") includes a Section 205 Corps Project in the amount of \$15,000,000 and a Local Project in the amount of \$10,500,000. The major project components for each project to be undertaken by this Agreement include:

- a. Section 205 Corps Project
 - i. Conveyance Channel
 - ii. Concrete Flume at railroad bridges
 - iii. Baldwin Street Termination
 - iv. Access Road Relocation at State Fair Park Drive
- b. Parties Local Project
 - i. 33rd Street Bridge (City bridge)
 - ii. 38th Street Bridge (UNL bridge)
 - iii. 48th Street Bridge (City bridge)
 - iv. Fleming Fields Detention Basin

Each Project Component will include design, permitting, land acquisitions, construction observation, construction, and operation & maintenance.

4. Project Management.

Coordination of both the Section 205 Corps Project and the Local Projects will require extensive planning, coordination, and communication. The agreed upon manager for local projects will lead the local efforts necessary to successfully complete the Project, including but not limited to design, constructability schedule, land acquisitions, construction documents, bidding, and construction. A project management team to assist the Project Manager will be agreed upon by the Parties and consist of staff from the Parties.

5. Financial Management.

The City shall serve as the Administrator for this Agreement and the Project and will administer all financial accounting and records for the Parties. Local Project costs will include all work related to the completion of the 33rd Street Bridge, the 38th Street Bridge, the 48th Street Bridge, the Fleming Fields Detention Basin, work-in-kind services for the Section 205 Corps Project, the cost of project management, the cost of financial management, and other related costs. .

The Parties shall review on a quarterly basis the financial status of the Project and local funds expended by the Parties. If requested by either Party, the other Party shall forward funds to the Administrator in order to maintain an equal split of the costs of the Local Project including the local costs of the Section 205 Corps Project.

6. Funding Assistance.

The Section 205 Corps Project will be managed and constructed by the Corps with a total cost of \$15,000,000. Each Party shall provide one half (1/2) of the local cost share amounting to \$2,500,000 each. The local cost share of each Party may include cash or work-in-kind services approved by the Corps.

The \$10,500,000 Local Project will not receive Corps funding assistance. The NRD will apply for Nebraska Water Sustainability Funding (WSF) assistance and the NRD and City will consider applying for other funding assistance. Any and all additional funding assistance received will be credited to the total locally funded portion of the Project and 50% of any additional funding assistance received will be credited by the Administrator to each Party.

7. City Responsibilities.

The City shall:

- (a) Serve as the financial administrator for the Project ("Administrator");
- (b) Provide the Project Manager (Kris Humphrey);
- (c) Contribute one half (1/2) of the cost share of the Local Project;
- (d) Contribute one half (1/2) of the local share of the Section 205 Corps Project;
- (e) Obtain the design, permits, bidding, and construction of the 33rd & 48th Street Bridges;
- (f) Maintain the 33rd & 48th Street Bridges;
- (g) Provide the acquisition efforts, subject to (c) and (d) above for all private right-of-way; and
- (h) Assist the NRD in the acquisition or use of public right-of-way, subject to (c) and (d) above.

8. NRD Responsibilities.

The NRD shall:

- (a) Contribute one half (1/2) of the cost share of the Local Project;
- (b) Contribute one half (1/2) of the local share of the Section 205 Corps Project;
- (c) Serve as the local project sponsor for the Section 205 Corps Project;
- (d) Contract for survey and geotechnical sampling for the Section 205 Corps Project;
- (e) Contract with UNL to model the concrete flume for the Section 205 Corps Project, if needed.
- (f) Enter into an agreement with UNL for the 38th Street Bridge component of the Local Project and land acquisitions for the Project;
- (g) Apply for Water Sustainability funding from the Natural Resources Commission;
- (h) Obtain the design, permits, bidding, and construction of the Fleming Field Detention Basin; and
- (i) Operate and maintain the Fleming Field Detention Basin.

9. Terms

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

principals, officers, or employees.

(b) Contractors and Subcontractors. Each Party agrees to require any contractors or subcontractors, providing services under this Agreement, to indemnify and hold the Parties harmless to the same extent and as provided in subsection (a) above. .

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

(d) Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, neither Party shall discriminate against a bidder or employee because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

Each Party further agrees that it shall require its contractors or subcontractors, providing services under this Agreement, to agree to the following clause by including it in its contractor and subcontractor agreements:

(e) Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship, and the Contractor, or any employees or other persons acting on behalf of the Contractor in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the Parties that the designated staff shall at all times continue to be employees, of the Contractor for the duration of the Agreement. The Contractor shall be responsible for all salary and benefits payable under this Agreement and the Contractor's employees shall not be entitled to any salary from either Party or to any benefits made to either Party's employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick

leave or injury leave. The Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.

- (i) The District shall require any contractors or subcontractors, providing services under this Agreement, to agree to the insurance clause to be used for all contracts, as provided in Exhibit "A" attached hereto and incorporated by this reference.
- (ii) The Contractor shall not commence work under this Agreement until it has obtained all insurance required pursuant to Exhibit "A" and has provided each Party with a Certificate of Insurance showing the specific limits of insurance required by Exhibit "A" and showing the Parties as additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide the each Party thirty (30) days-notice of cancellation, non-renewal of any material reduction of insurance coverage.
- (iii) It is expressly understood by each Party that budgetary or fund limitations may limit their ability to comply with all or part of this Agreement. If either Party experiences budgetary or fund limitations which interferes with their ability to comply with all or part of this Agreement, such Party will immediately notify the other Party and the Parties shall in good faith mutually decide how they will proceed to fulfill their obligations under this Agreement.
- (iv) This Agreement constitutes the entire agreement between the Parties with

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

- (v) The Parties shall financially contribute one half (1/2) each to the payment of expenses associated with land acquisitions.
- (vi) Either Party has the right to terminate this Agreement if the other party fails to perform as required by this Agreement. Termination for failure to perform shall be effective only after the non-breaching party provides written notice to the breaching party of the failure to perform ninety (90) days in advance of termination and allows the breaching party an opportunity to cure during that time period. If one or more of the parties lacks sufficient funding for this Project, each party has the right to terminate this Agreement. Either party may also terminate this Agreement for any reason for its own convenience. Termination for convenience or lack of funding shall be effective only after terminating party provides written notice six (6) months in advance of the effective date and after the parties meet to discuss options for termination of the Agreement. Termination shall require a formal vote by the board or council of the party initiating the termination in order to be effective. Each party shall be responsible for its share of accumulated cost of the Project up to the time of termination.

11. Acquisition of Land and/or Easements.

The Parties agree that the City will acquire all necessary land acquisitions with the exception of the land acquisitions from UNL, which will be obtained by agreement between the Parties in addition to other services required for the Project. Upon completion of the Project all land or easements acquired will be transferred to the appropriate sponsor.

12. Amendments.

This Agreement may be amended by mutual consent of the Parties. Any amendments to this Agreement must be in writing.

13. Governing Law and Interpretation.

This Agreement shall be subject to the laws of the State of Nebraska and ordinances of the City. Any uncertainty or ambiguity existing herein shall not be interpreted against either Party because such Party prepared any portion of this Agreement, but shall be interpreted according to the application of rules and interpretation of contracts generally. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns. The Parties agree to comply with fair employment and fair labor standards under Nebraska and federal law and with federal immigration verification system standards under Nebraska law.

14. Capacity.

The undersigned do hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind his or her represented party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date opposite their respective signatures.

CITY OF LINCOLN, NEBRASKA,
A Municipal corporation,

DATED: Nov 9, 2018 BY: 

Chris Beutler, Mayor
City of Lincoln

DATED: OCTOBER 17 2018 BY: 

Paul Zillig, General Manager
Lower Platte South Natural Resources District

EXHIBIT "A"

Each subcontractor shall purchase and maintain during the life of this Agreement the following types of insurance: (1) General Liability [\$1,000,000.00] Per Occurrence – General Aggregate [\$2,000,000.00], Products – Comp/OPS Aggregate [\$2,000,000.00], Personal and Advertising Injury [\$1,000,000.00], Fire Damage (any one fire) [\$50,000.00], Medical Expense (any one person) [\$5,000.00]; (2) Automobile Liability – Bodily Injury and Property Damage Liability Including owned, non-owned, and hired autos, Combined single limit [\$1,000,000.00]; and (3) Worker's Compensation and Employer's Liability, Statutory Limits.

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