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: September 10, 2026

To: Lower Platte South Natural Resources District Board of Directors

From: Will Inselman, Resources Coordinator WI

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Wednesday, September 9th, 2026, at 5:31 p.m., the Recreation, Forestry, and Wildlife Subcommittee met in the NRD Large Conference Room. Subcommittee members present: Anthony Schutz – Chair, Don Jacobson, John Yoakum, Stephanie Matejka, David Hibler, Suzanne Mealer, and Deborah Eagan. Director Bob Andersen was also in attendance. District staff were David Potter, Jeremy Gehle, Eric Zach, and Will Inselman. There were five action items for consideration.

The first item on the agenda was the consideration of funds towards the acquisition of the Llama Ranch property by the City of Lincoln. The Saline Wetland Conservation Partnership has been engaged with the landowner for nearly 20 years, and the property would help tie into existing NRD- and City-owned properties along Little Salt Creek and protect additional Salt Creek Tiger Beetle habitat. Once the property is acquired by the City, the portion of the property that lies southeast of Little Salt Creek will be deeded to the NRD to connect to an existing NRD-owned property. The City requested $300,000 from the NRD. Other funding partners are the City of Lincoln, Saline Wetland Conservation Partnership, Pheasants Forever, and Ducks Unlimited. The funds for this acquisition were included in the FY27 budget. Staff fielded questions regarding total costs and surrounding properties.

It was moved by Yoakum, seconded by Hibler, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors agree to provide the City of Lincoln with $300,000 for the acquisition of the Llama Ranch property.

Motion Passed: 7-0

The second item on the agenda was the consideration of an agreement with NRCS for Design and Engineering funds for the Little Salt Creek Watershed Project. The District has been awarded $2,425,753.00 to complete the engineering and design phase of the project. This phase of the project is 100% funded by the NRCS. The funds will help the District get closer to completing the ~120 ecosystem restoration projects along Little Salt Creek that will help reconnect the floodplain and create more habitat for the critically endangered Salt Creek Tiger Beetle. Staff fielded questions regarding the total cost of the project, the reimbursement process, and phases.

It was moved by Yoakum, seconded by Hibler, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors authorize the General Manager to sign an agreement with NRCS for 100% cost-share funding for the design and engineering phase of the Little Salt Creek Watershed project, pending legal counsel review.

Motion Passed: 7-0

The third item on the agenda was the consideration of a Good Neighbor Wildlife Habitat Program cost-share agreement with Shannon Roberts. The landowner owns land adjacent to 1871 Prairie, located near Denton, NE. The landowner likes the work the NRD has done on its property and would like to do the same to theirs. They would like to remove all the invasive cedars and other deciduous trees that have taken over their grassland areas. District staff created an agreement that was agreed to by the landowner. The project will include clearing ~18 acres of trees and include funds for follow-up herbicide treatment. The project has a 3-year term and is paid out upon completion of the work. Staff fielded questions regarding total payment and payment timing.

It was moved by Matejka, seconded by Yoakum, and approved to recommend that the Lower Platte South NRD Board of Directors approve the cost-share application for Shannon Roberts and authorize the General Manager to sign the agreement to provide up to $10,000 for habitat work.

Motion Passed: 6-0-1 (Jacobson abstained)

The fourth item on the agenda was the consideration of an agreement with Theisen Construction Inc for repair on the Road 30 West #1 Bridge on the Oak Creek Trail. LPSNRD staff are requesting approval of a sole-source agreement with Thiesen Construction for timber bridge repairs on one Oak Creek Trail bridge. The bridge, Road 30 West #1, was identified by Theisen Construction in the winter of 2026 during bridge inspections of all trail bridges as a bridge in need of repair. They are the only company in Nebraska that we know of that specializes in railroad timber bridges. Theisen Construction is a reputable contractor, and the District has utilized them as a sole source contractor multiple times from 2013 to 2026 for timber bridge repairs on our trails. Theisen has indicated they would be able to complete these repairs this fall/winter for $239,344.00. Staff discussed the G-5 policy and the history of work completed on this bridge.

It was moved by Yoakum, seconded by Schutz, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors waive the Operating Policy G-5 requirement for informal competitive bids and approve an agreement with Theisen Construction Inc. to repair the Road 30 West #1 bridge on the Oak Creek Trail for $239,344.

Motion Passed: 7-0

The fifth item on the agenda was the consideration of an agreement with Theisen Construction Inc for repair on the Road 31 West #1 Bridge on the Oak Creek Trail. LPSNRD staff are requesting approval of a sole-source agreement with Thiesen Construction for timber bridge repairs on one Oak Creek Trail bridge. The bridge, Road 31 West #1, was identified by Theisen Construction in the winter of 2026 during bridge inspections of all trail bridges as a bridge in need of repair. Theisen has indicated they would be able to complete these repairs this fall/winter for $151,500. Funds for this project were included in the FY27 budget.

It was moved by Yoakum, seconded by Matejka, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors waive the Operating Policy G-5 requirement for informal competitive

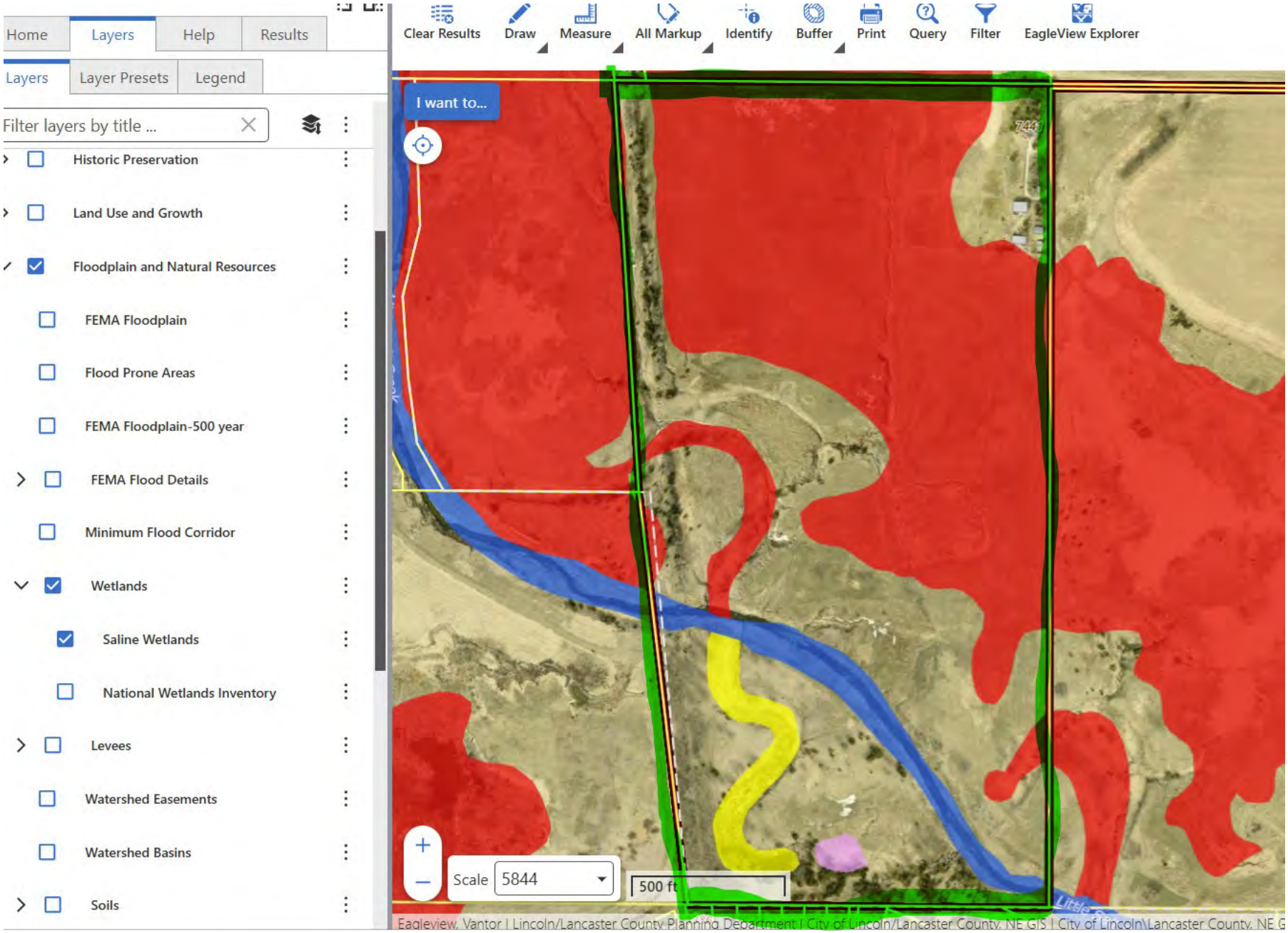
bids and approve an agreement with Theisen Construction Inc. to repair the Road 31 West #1 bridge on the Oak Creek Trail for $151,500.

Motion Passed: 7-0

Lastly, staff provided updates on the acquisition of the Denton property adjacent to Red Cedar WMA.

Meeting adjourned at 6:12 p.m.

PC: RF&W subcommittee file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Land Use and Growth
Floodplain and Natural Resources
FEMA Floodplain
Flood Prone Areas
FEMA Floodplain-500 year
FEMA Flood Details
Minimum Flood Corridor
Wetlands
Saline Wetlands
National Wetlands Inventory
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Watershed Easements
Watershed Basins
Soils
Clear Results
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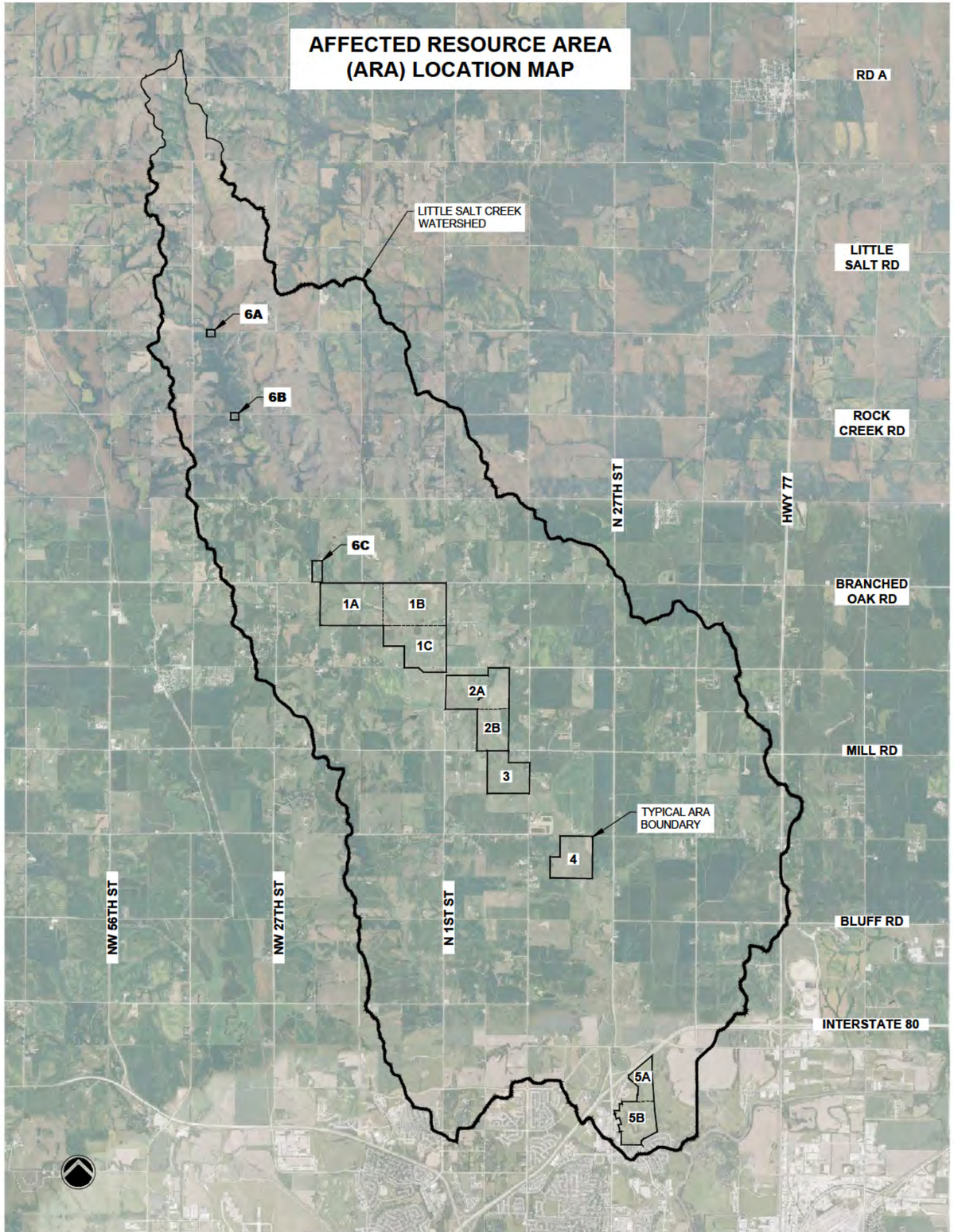


REVISIONS

NO.	DATE	BY	DESCRIPTION

SEAL

SEAL

DRAFT-FINAL

LITTLE SALT CREEK PLAN EA

LANCASTER COUNTY, NEBRASKA
DAKOTA SPRINGS, DIAL ESMT, AND WHITEHEAD WETLAND

AFFECTED RESOURCE AREA

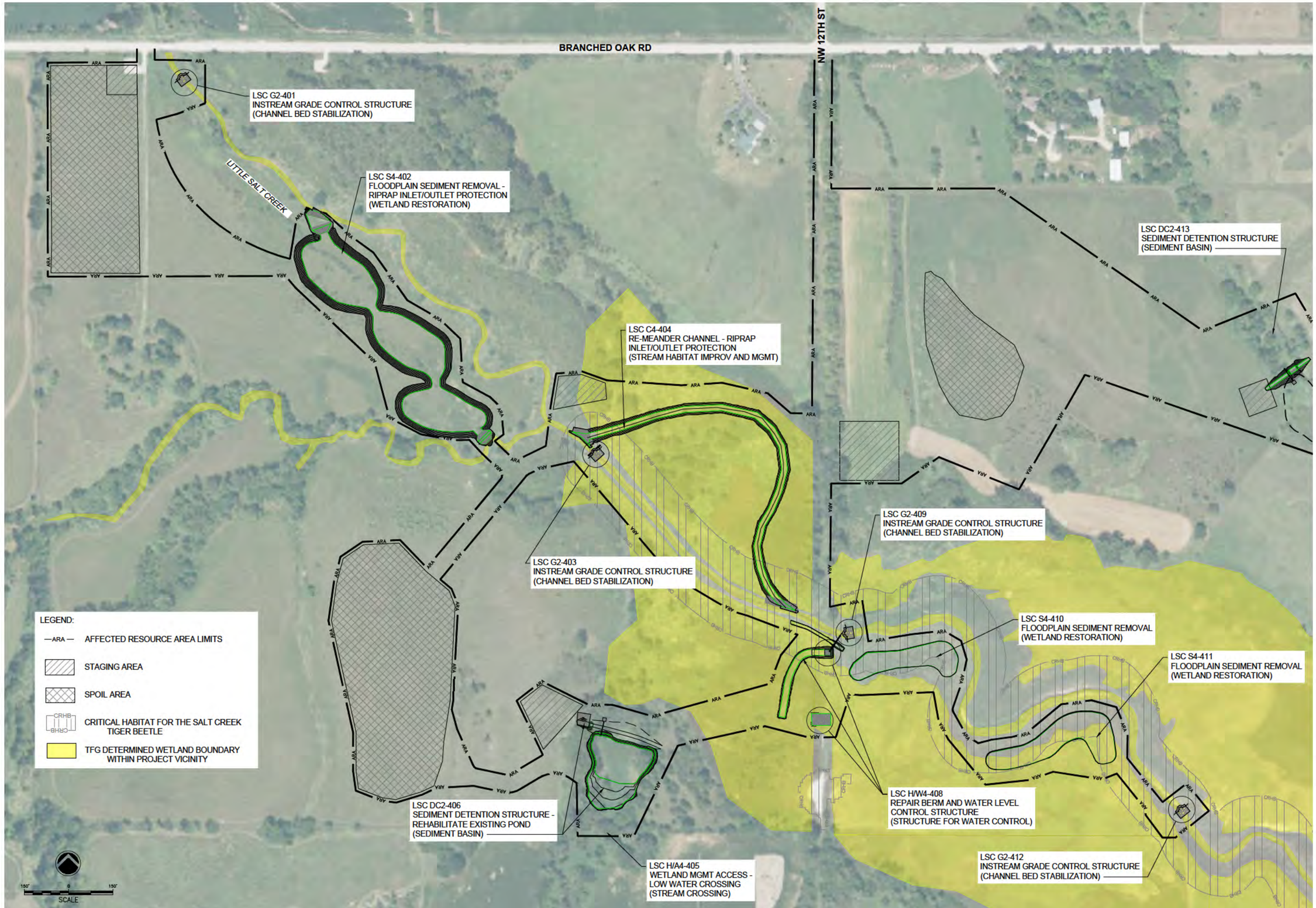
THE FLATWATER GROUP INC.

The FLATWATER GROUP Inc.
8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

DATE	NOV 2023
DESIGNED BY	TFG
DRAWN BY	STAFF
CHECKED BY	JDC
PROJECT NUMBER	LPS-2020-02
SCALE	NOT TO SCALE
SHEET NUMBER	

ARA KEY

Apdx B 2.0



REVISIONS

NO.	DATE	BY	DESCRIPTION

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SEAL

DRAFT-FINAL

LITTLE SALT CREEK PLAN EA

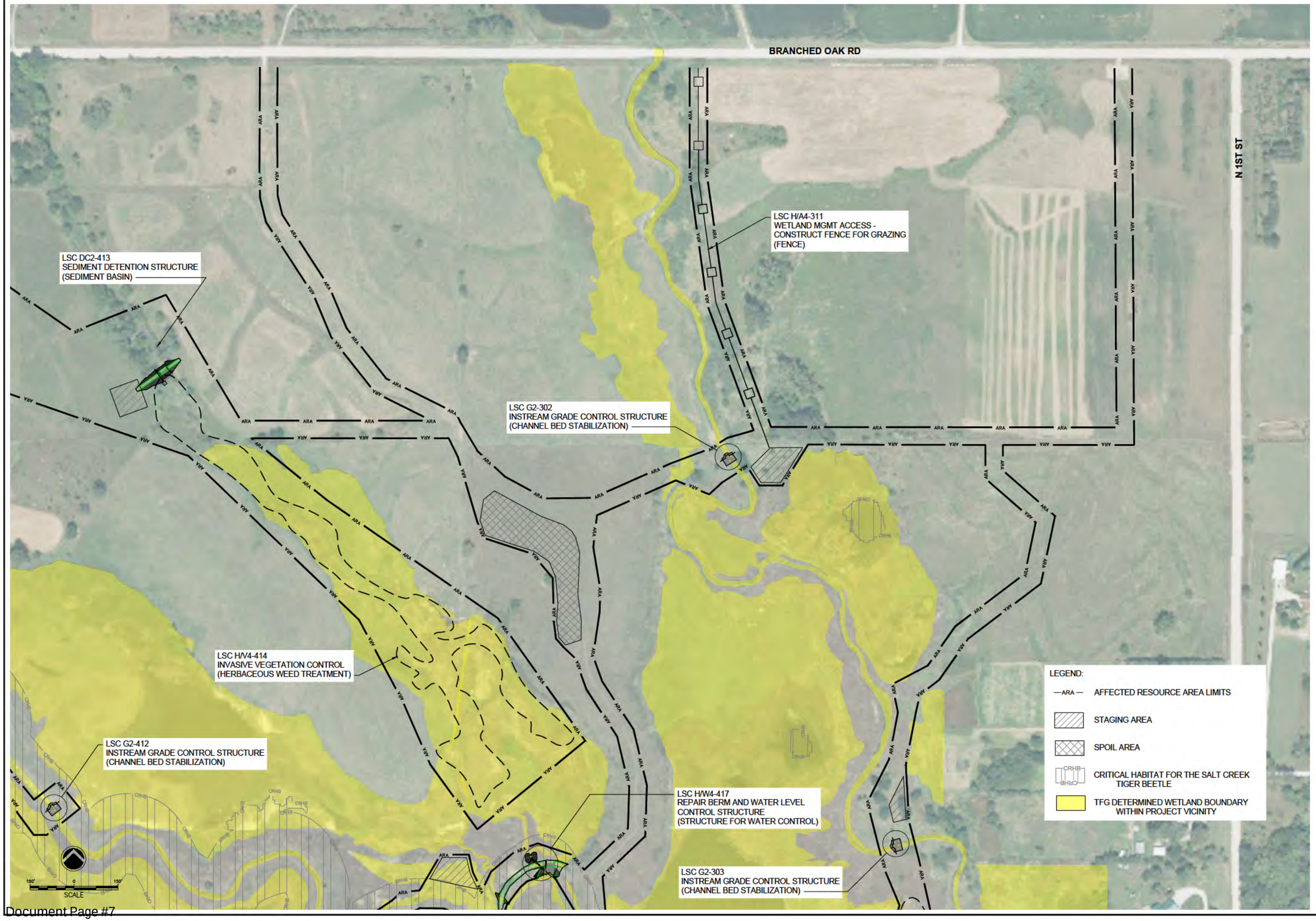
LANCASTER COUNTY, NEBRASKA
LITTLE SALT CREEK WEST WMA

AFFECTED RESOURCE AREA

The FLATWATER GROUP Inc.
8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

DATE	NOV 2023
DESIGNED BY	TFG
DRAWN BY	STAFF
CHECKED BY	JDC
PROJECT NUMBER	LPS-2020-02
SCALE	1" = 150'
SHEET NUMBER	ARA 1A

Apdx B 2.1.1



REVISIONS

NO.	DATE	BY	DESCRIPTION

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SEAL

DRAFT-FINAL

LITTLE SALT CREEK PLAN EA

LANCASTER COUNTY, NEBRASKA
LITTLE SALT CREEK WEST WMA

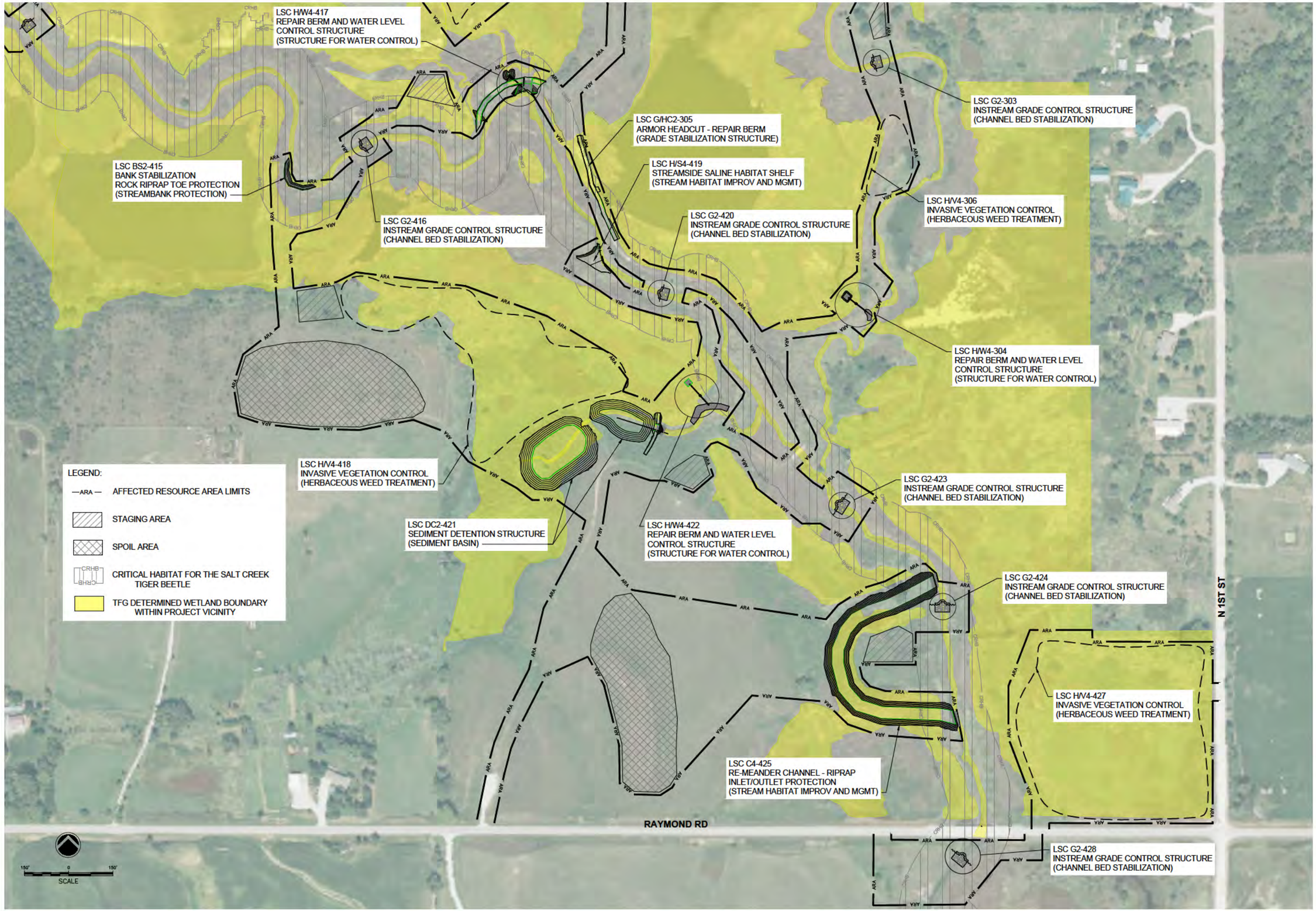
AFFECTED RESOURCE AREA

THE FLATWATER GROUP INC.

The FLATWATER GROUP Inc.
8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

DATE	NOV 2023
DESIGNED BY	TFG
DRAWN BY	STAFF
CHECKED BY	JDC
PROJECT NUMBER	LPS-2020-02
SCALE	1" = 150'
SHEET NUMBER	ARA 1B

Apdx B 2.1.2



NO.	DATE	BY	DESCRIPTION

REVISIONS

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LITTLE SALT CREEK PLAN EA

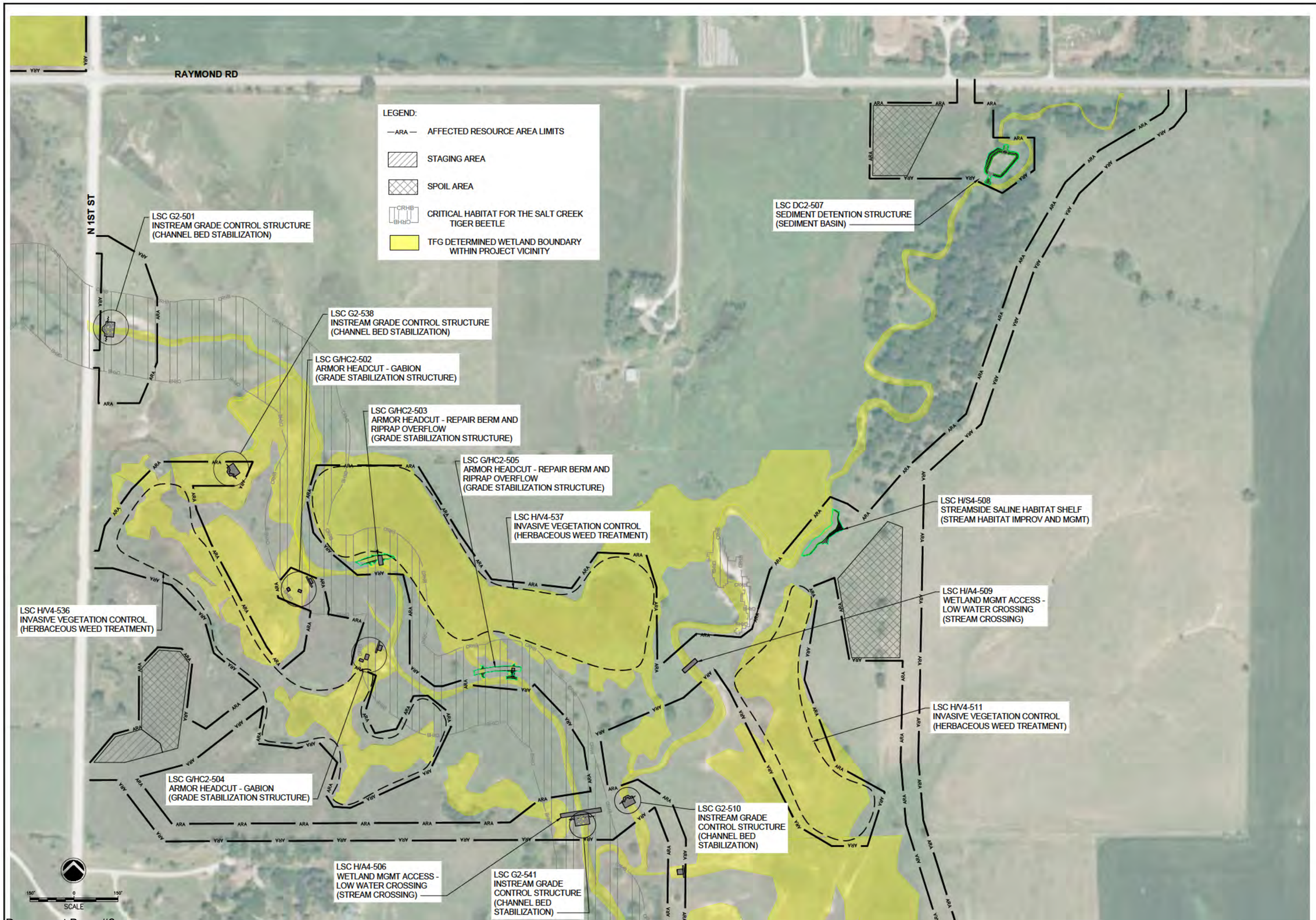
LANCASTER COUNTY, NEBRASKA
LITTLE SALT FORK MARSH PRESERVE

AFFECTED RESOURCE AREA

The FLATWATER GROUP Inc.
8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

DATE	NOV 2023
DESIGNED BY	TFG
DRAWN BY	STAFF
CHECKED BY	JDC
PROJECT NUMBER	LPS-2020-02
SCALE	1" = 150'
SHEET NUMBER	ARA 1C

Apdx B 2.1.3



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NO.	DATE	BY	DESCRIPTION

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LITTLE SALT CREEK PLAN EA

LANCASTER COUNTY, NEBRASKA
LITTLE SALT CREEK WMA

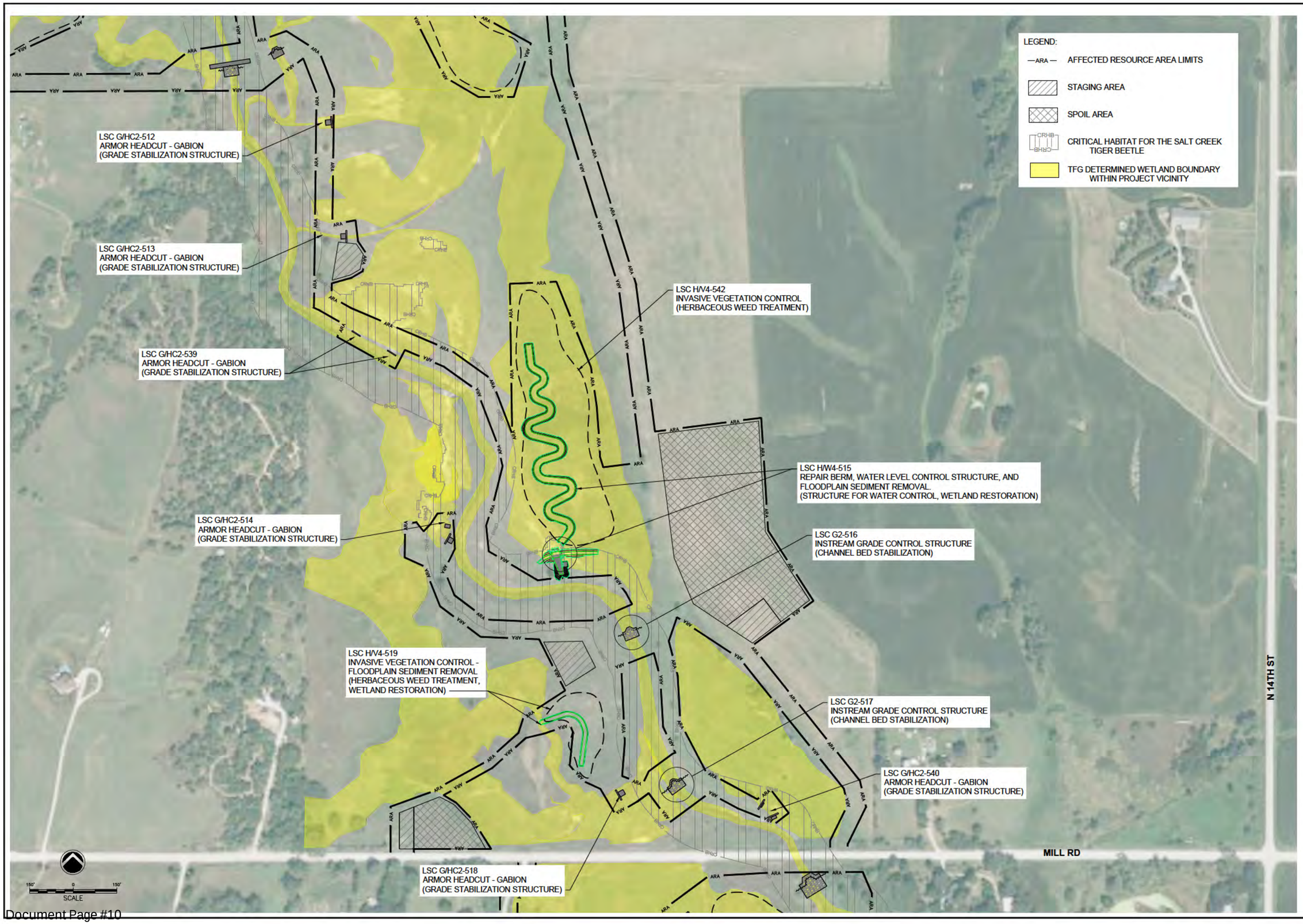
AFFECTED RESOURCE AREA

THE FLATWATER GROUP INC.

The FLATWATER GROUP Inc.
8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

DATE	NOV 2023
DESIGNED BY	TFG
DRAWN BY	STAFF
CHECKED BY	JDC
PROJECT NUMBER	LPS-2020-02
SCALE	1" = 150'
SHEET NUMBER	ARA 2A

Apdx B 2.2.1



NO.	DATE	BY	DESCRIPTION

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LITTLE SALT CREEK PLAN EA

LANCASTER COUNTY, NEBRASKA
LITTLE SALT CREEK WMA - NOBLE TRACT

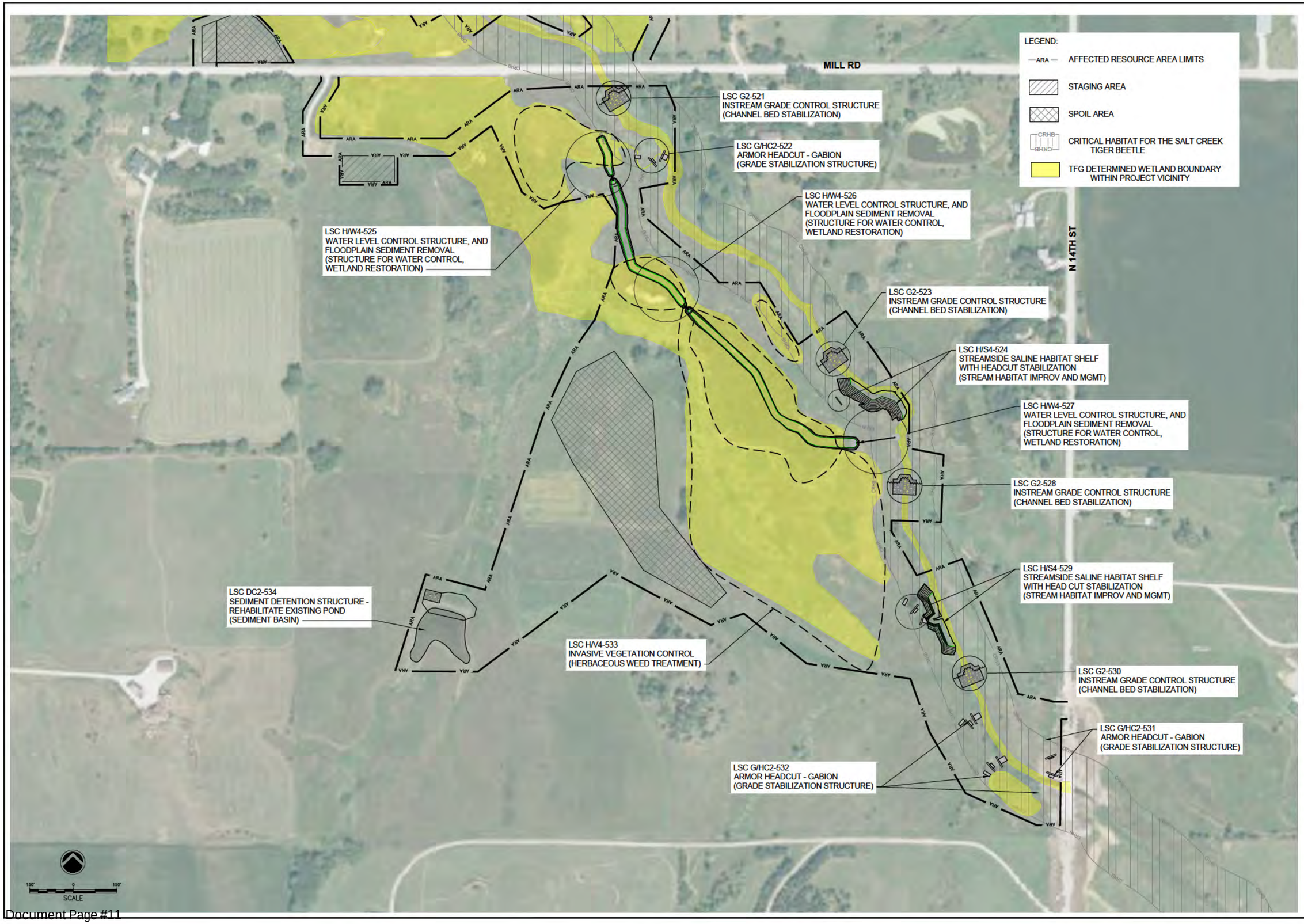
AFFECTED RESOURCE AREA

THE FLATWATER GROUP INC.

The FLATWATER GROUP Inc.
8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

DATE	NOV 2023
DESIGNED BY	TFG
DRAWN BY	STAFF
CHECKED BY	JDC
PROJECT NUMBER	LPS-2020-02
SCALE	1" = 150'
SHEET NUMBER	ARA 2B

Apdx B 2.2.2



NO.	DATE	BY	DESCRIPTION

REVISIONS

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SEAL

DRAFT-FINAL

LITTLE SALT CREEK PLAN EA

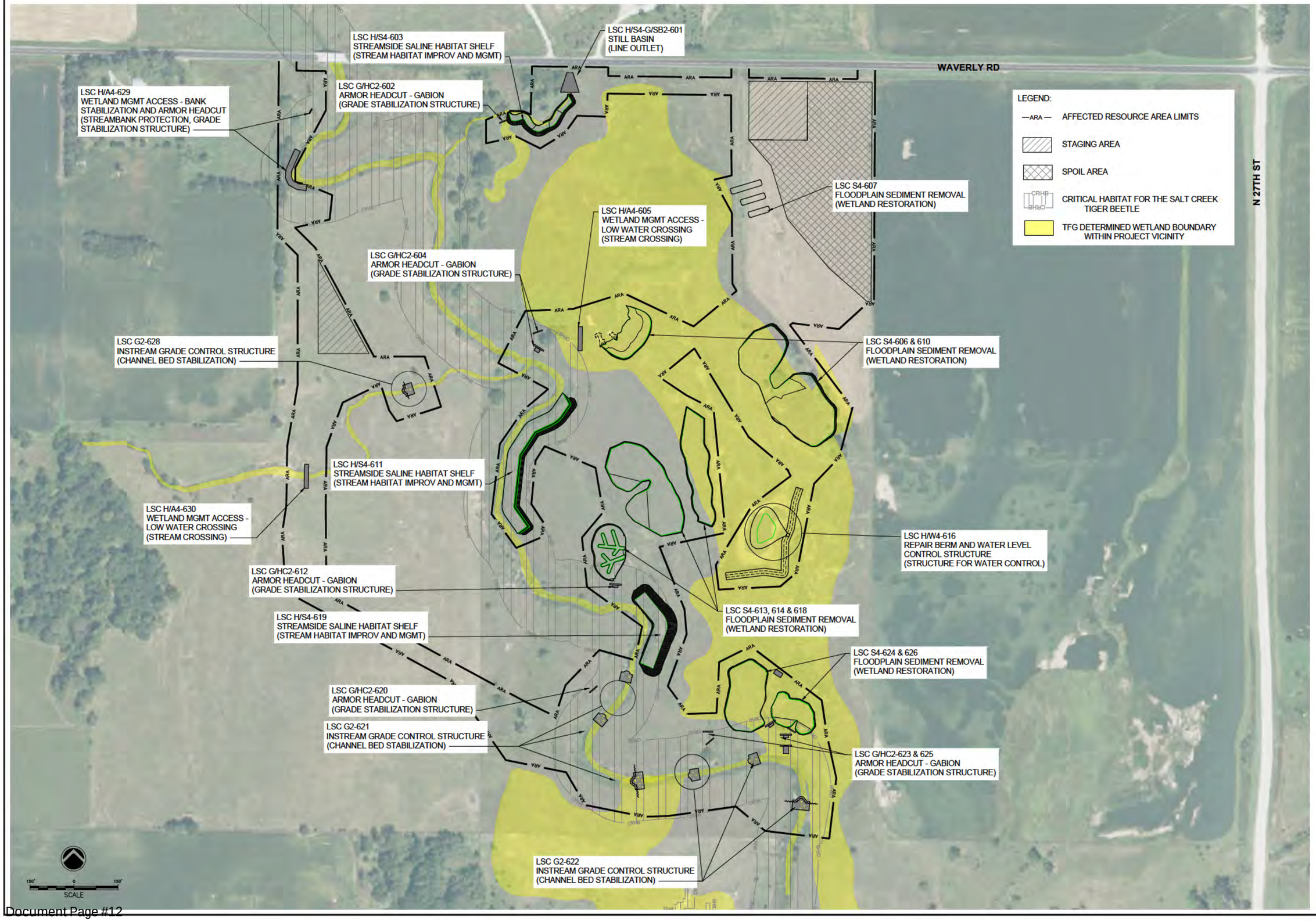
LANCASTER COUNTY, NEBRASKA
HELMUTH PRESERVE

AFFECTED RESOURCE AREA

The FLATWATER GROUP Inc.
8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

DATE	NOV 2023
DESIGNED BY	TFG
DRAWN BY	STAFF
CHECKED BY	JDC
PROJECT NUMBER	LPS-2020-02
SCALE	1" = 150'
SHEET NUMBER	ARA 3

Apdx B 2.3



NO.	DATE	BY	DESCRIPTION

REVISIONS

SEAL

SEAL

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LITTLE SALT CREEK PLAN EA

LANCASTER COUNTY, NEBRASKA
GLACIAL HILL

AFFECTED RESOURCE AREA

THE FLATWATER GROUP INC.

The FLATWATER GROUP Inc.
8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

DATE	NOV 2023
DESIGNED BY	TFG
DRAWN BY	STAFF
CHECKED BY	JDC
PROJECT NUMBER	LPS-2020-02
SCALE	1" = 150'
SHEET NUMBER	ARA 4

Apdx B 2.4

REVISIONS

NO.	DATE	BY	DESCRIPTION

SEAL

SEAL

DRAFT-FINAL

LITTLE SALT CREEK PLAN EA

LANCASTER COUNTY, NEBRASKA
DAKOTA SPRINGS AND DIAL EASEMENT

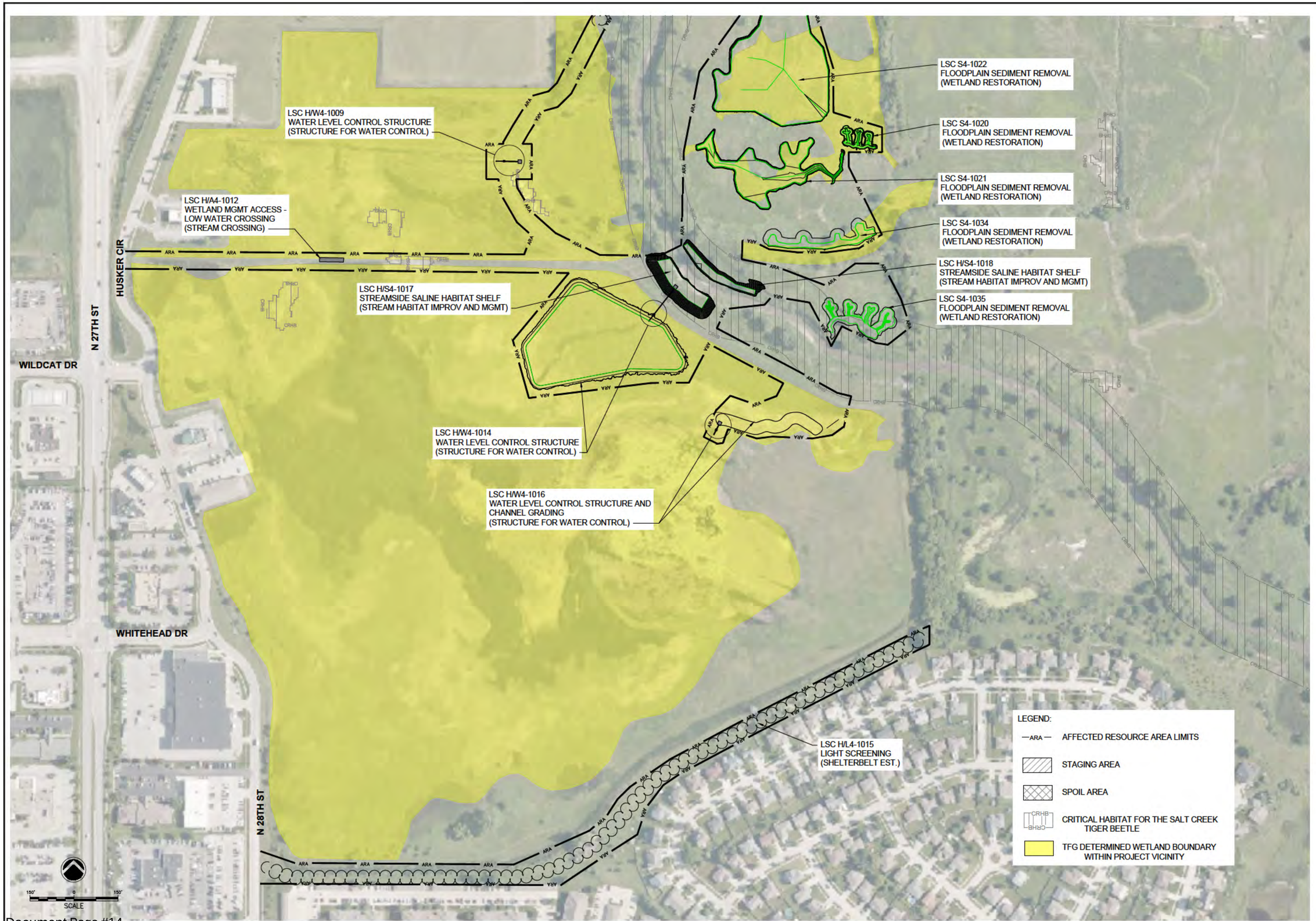
AFFECTED RESOURCE AREA

THE FLATWATER GROUP INC.

The FLATWATER GROUP Inc.
8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

DATE	NOV 2023
DESIGNED BY	TFG
DRAWN BY	STAFF
CHECKED BY	JDC
PROJECT NUMBER	LPS-2020-02
SCALE	1" = 150'
SHEET NUMBER	ARA 5A

Apdx B 2.5.1



NO.	DATE	BY	REVISIONS DESCRIPTION

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SEAL

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LITTLE SALT CREEK PLAN EA

LANCASTER COUNTY, NEBRASKA
DAKOTA SPRINGS, DIAL ESMT, AND WHITEHEAD WETLAND

AFFECTED RESOURCE AREA

THE FLATWATER GROUP INC.

The FLATWATER GROUP Inc.
8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

DATE	NOV 2023
DESIGNED BY	TFG
DRAWN BY	STAFF
CHECKED BY	JDC
PROJECT NUMBER	LPS-2020-02
SCALE	1" = 150'
SHEET NUMBER	ARA 5B

Apdx B 2.5.2

LEGEND:

—ARA— AFFECTED RESOURCE AREA LIMITS

STAGING AREA

SPOIL AREA

CRITICAL HABITAT FOR THE SALT CREEK TIGER BEETLE

TFG DETERMINED WETLAND BOUNDARY WITHIN PROJECT VICINITY

150' 0 150'
SCALE

REVISIONS

NO.	DATE	BY	DESCRIPTION

SEAL

SEAL

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LITTLE SALT CREEK PLAN EA

LANCASTER COUNTY, NEBRASKA
DAKOTA SPRINGS, DIAL ESMT, AND WHITEHEAD WETLAND

AFFECTED RESOURCE AREA

THE FLATWATER GROUP INC.

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8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

DATE	NOV 2023
DESIGNED BY	TFG
DRAWN BY	STAFF
CHECKED BY	JDC
PROJECT NUMBER	LPS-2020-02
SCALE	1" = 150'
SHEET NUMBER	ARA 6

Apdx B 2.6

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

July 31, 2026

Mr. Robert Lawson, State Conservationist
USDA-Natural Resources Conservation Service
1121 Lincoln Mall, Room 360
Lincoln, NE 68508

RE: Little Salt Creek Watershed Plan (NR206526XXXXC014) Design Funding Acceptance

Dear Mr. Lawson,

The Lower Platte South Natural Resources District (LPSNRD), as the Sponsor under Agreement NR206526XXXC014 with the Natural Resources Conservation Service (NRCS), is willing to accept $2,425,753.00 through the Watershed and Flood Prevention Operations Program to complete the design phase of the Little Salt Creek Watershed Project.

Aligned with its mission, the LPSNRD has continued a long history of saline wetland restoration and protection for over 30 years. We are excited about this extremely unique project and its positive impacts on the saline wetlands and the endangered Salt Creek Tiger Beetle.

We appreciate our partnership on this project and look forward to our continued collaboration.

Sincerely,

David Potter
General Manager
Lower Platte South NRD

Cc: Melissa Baier, NRCS
Allen Gehring, NRCS

U.S. Department of Agriculture
Natural Resources Conservation Service

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment Number	3. Award /Project Period	4. Type of award instrument:
NR266526XXXXC007		Date of final signature - 04/29/2029	Cooperative Agreement

5. Agency (Name and Address)	6. Recipient Organization (Name and Address)
Natural Resources Conservation Service 100 Centennial Mall North, Room 152 Lincoln, NE 68508	LOWER PLATTE SOUTH NATURAL RESOURCE DIST PO BOX 83581 LINCOLN NE 68501-3581 UEI Number / DUNS Number: Z1VNZLLHXFV4 / 044690550 EIN:

7. NRCS Program Contact	8. NRCS Administrative Contact	9. Recipient Program Contact	10. Recipient Administrative Contact
Name: Allen Gehring Phone: (404) 437-4037 Email: Allen.Gehring@ne.usda.gov	Name: CASSANDRA HAYES Phone: (816) 823-5608 Email: cassandra.hayes@usda.gov	Name: Will Inselman Phone: (402) 476-2729 Email: winselman@lpsnrd.org	Name: Chris Barber Phone: (402) 476-2729 Email: cbarber@lpsnrd.org

11. CFDA	12. Authority	13. Type of Action	14. Program Director
10.904	16 U.S.C. 1001-1009 33 U.S.C. 701b-1 68 Stat. 666, as amended Public Law 83-566 Public Law 84-1018, 70 Stat. 1088 Public Law 85-865, 72 Stat. 1605 Public Law 86-468, 74 Stat. 131, 132 Public Law 86-545, 74 Stat. 254 Public Law 87-703, 76 Stat. 608 Public Law 90-361, 82 Stat. 250	New Agreement	Name: Will Inselman Phone: (402) 476-2729 Email: winselman@lpsnrd.org

15. Project Title/ Description: This project entails the design of 120 Ecosystem Restoration Project's focused on wetland habitat restoration and watershed protection.

16. Entity Type: D = Special District Government

17. Select Funding Type

Select funding type:	☒ Federal	☐ Non-Federal
Original funds total	$2,425,753.00	$0.00
Additional funds total	$0.00	$0.00

Grand total	$2,425,753.00	$0.00

18. Approved Budget

Personnel	$0.00	Fringe Benefits	$0.00
Travel	$0.00	Equipment	$0.00
Supplies	$0.00	Contractual	$0.00
Construction	$0.00	Other	$2,425,753.00
Total Direct Cost	$2,425,753.00	Total Indirect Cost	$0.00
		Total Non-Federal Funds	$0.00
		Total Federal Funds Awarded	$2,425,753.00
		Total Approved Budget	$2,425,753.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Robert Lawson State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative David Potter General Manager	Signature	Date

NONDISCRIMINATION STATEMENT

The USDA's Non-Discrimination Statement is incorporated by reference and can be accessed at the following location: https://www.usda.gov/non-discrimination-statement.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the “NRCS”, to provide assistance to Lower Platte South Natural Resources District, hereinafter referred to as the “Sponsor”, for Little Salt Creek Watershed Project, Lancaster County, Nebraska, under the Watershed Protection and Flood Prevention Act.

Objectives

Prepare designs for preferred alternatives (i.e.: project measures) as outlined in the Watershed Plan - Environmental Assessment for the Little Salt Creek Watershed. This project entails the design of 120 ecosystem restoration projects (ERPs) focused on wetland habitat restoration and watershed protection. Full descriptions of each ERP can be found in Chapter 8: The Preferred Alternative; Appendix D: Section 4.0 Engineering Analysis; and Appendix D Section 8.0- ERP Example Photos of the Watershed Plan.

Below is a summarized list of ERPs that is comprised of the planned measures and the number of each ERP type in parentheses:

Armor Headcut (22) [CPS 410]
Bank Stabilization (1) [CPS 580]
Floodplain Sediment Removal (19) [CPS 657]
Instream Grade Control Structures (27) [CPS 584]
Invasive Vegetation Control (10) [CPS 315]
Light Screening (3) [CPS 380]
Re-meander Channel (2) [CPS 582]
Repair Berm and Water Control Structure [Water Level Control] (13) [CPS 587]
Sediment Detention Structures (4) [CPS 350]
Stilling Basin (1) [CPS 468]
Streamside Saline Habitat Shelf (10) [CPS 395]
Wetland Management Access (8) [CPS 578]

This agreement includes funding for the design phase. If additional funds become available to totally complete, or complete portions of the overall project through construction, an amendment will be proposed with the Sponsor. If agreed by the parties this agreement will be amended accordingly. This agreement includes clauses for other phases that may or may not be funded.

Budget Narrative

The official budget described in this Budget Narrative will be considered the "the total budget as last approved by the Federal awarding agency" for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

1. NRCS shall pay 100 percent of the design phase costs. There is no Sponsor cost-share required.
2. Budget includes the following estimated costs:
a. Contractual $2,425,753 for Watershed Flood Prevention Operations Design.
b. Design costs are expenses incurred for surveys, investigations, reports, and the preparation of design, specifications, and drawings for construction prior to the authorization of assistance for the installation of works of improvement.

Responsibilities of the Parties:

If inconsistencies arise between the language in this Statement of Work (SOW) and the General Terms and Conditions attached to the agreement, the language in this SOW takes precedence.

SPONSOR RESPONSIBILITIES

1. Fulfill all tasks and deliverables as specified in this Statement of Work.

2. Adhere to the applicable version of the General Terms and Conditions.

3. Obtain the services of a professional registered engineer with the concurrence of NRCS, to prepare the design, specifications, and drawings for the construction. All engineering work must be performed under the direct supervision of a registered Professional Engineer licensed in the state of Nebraska.

4. Ensure the contracts for services described in this Agreement are not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Code of Federal Regulation (CFR), 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

5. Complete the following Services: Perform necessary surveys and investigations to support project planning and execution. Prepare reports assessing geologic and soil conditions to inform design requirements. Deliver engineering designs based on collected data and technical standards. Provide technical drawings and documentation to illustrate proposed designs. Develop plans and specifications detailing procedures, materials, and standards for construction. Estimate costs for materials, labor, and equipment required for project completion. Define contract timelines to ensure timely execution of project components. Develop plans to assure quality and outline ongoing operation and maintenance requirements. Prepare Final Design Report(s) incorporating all design investigations, analyses and development of the project plan. Include any additional tasks required to achieve full completion and functionality of project measures.

6. Ensure all work complies with NRCS policy manuals and technical guidelines, including but not limited to the General Manual (GM), National Engineering Manual (NEM), National Operations and Maintenance Manual (NOMM), National Watershed Program Manual (NWPM), National Engineering Handbook (NEH), National Handbook of Conservation Practices (NHCP), Technical Releases (TR), and Design Technical Notes (DN). The contractor is responsible for consulting all applicable references and current industry standards. Updated NRCS policies and technical resources can be accessed at: http://directives.sc.egov.usda.gov/default.aspx.

7. Designs, construction plans, and specifications must obtain review and concurrence from the Natural Resources Conservation Service (NRCS) at both the 60% and 90% design completion stages. The 90% design review shall reflect the feedback of prior comments. No other review will occur after the 90% design unless requested by the Sponsor.

8. At the Sponsor's expense, obtain all necessary land rights, easements, permits, and licenses from relevant federal, state, and local authorities for project completion. Submit copies of all applicable permits, licenses, and documentation confirming required land rights to NRCS prior to requesting construction funding.

9. Notify NRCS regarding environmental clearance, modifications to construction plans, and any unresolved issues before awarding contracts for project installation.

10. Accept full financial responsibility for any excess costs resulting from delays or failures in securing adequate land, water, or natural resource rights, as well as necessary permits and licenses.

11. Upon technical acceptance of completed work, assume responsibility for the revised operation and maintenance (O&M) plan, in accordance with Title 180, Part 500 of the NRCS Operation and Maintenance Manual and Title 390, Part 505, Subpart B, Section 505.11 of the NRCS National Watershed Program Manual.

12. Be accountable for all ineligible project expenses. Ineligible costs refer to those not specified in this agreement. Additionally, the Sponsor is responsible for expenditures exceeding the federal cost-share defined herein.

13. Incorporate compliance requirements related to environmental and cultural resource laws into the construction contract for the works of improvement covered by this agreement.

14. Take appropriate action to resolve all contractual and administrative matters stemming from contracts awarded under this agreement, including disputes, claims, protests, source evaluations, and litigation. Such actions will be at the Sponsor's expense, inclusive of legal costs. The Sponsor shall inform, consult with, and secure prior written approval from NRCS on litigation matters involving potential NRCS financial interest.

15. Sponsor indemnify and hold NRCS harmless, to the extent allowed by law, for any costs, damages, claims, liabilities, or judgments arising from acts or omissions associated with the Sponsor's acquisition and management of the Watershed Flood Prevention Operations Program pursuant to this agreement. NRCS bears no responsibility for acts and omissions by the Sponsor or its representatives that lead to violations of applicable laws or regulations.

16. Submit reports and payment requests via the ezFedGrants system or to the Farm Production and Conservation (FPAC) Grants and Agreements Division at FPAC.BC.GAD@usda.gov, following the applicable General Terms and Conditions. Reporting requirements are as follows:

a. Performance Reports: Annually
b. SF425 Financial Reports: Annually

NRCS RESPONSIBILITIES

Review and concur with design, construction plans and specifications, Quality Assurance Plan (QAP) and O&M plan developed by the Sponsor.
Provide authorized assistance such as, but not limited to, estimates of contract costs, length of contract period, results of tests and studies as available, site investigations, design and layout, and drawings and specifications, as requested by the Sponsor, and as resources permit.

SPECIAL PROVISIONS

The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Watershed Flood Prevention Operations Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrences described in this agreement.

Expected Accomplishments and Deliverables

1. Contract for services, as necessary, award and administer any contracts for the design and or installation of the works of improvement specified in this agreement in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable state requirements, and the Sponsors' procurement regulations, as appropriate. See general terms and conditions attached to this agreement for a link to the CFR. In accordance with 2 CFR § 200.327 contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

2. Prepare design, construction specification, and drawings in accordance with standard engineering principles that comply with NRCS policy and programmatic requirements; and/or install the designed works of improvement. The Sponsor must ensure each description of the work described in this agreement is reviewed, concurred, and approved by NRCS. Sponsor must not move to the next project work described in this agreement until the prior work is concurred and approved by NRCS.

3. Develop a quality assurance plan (QAP) for the project and submit it for NRCS review and concurrence.

4. Develop an Emergency Management Plan (EAP) for any components of the project where it is required.

5. Notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contracts for construction of the works of improvement. When applicable and warranted provide copies of site maps to appropriate Federal and State agencies for environmental review.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Design Phase

• Estimated start date: November 2026

• Draft Design for NRCS Review 60%: February 2028

• Draft Design for NRCS Review 90%: September 2028

• Final Design Submittals: February 2029

- Design completed; final deliverables approved by NRCS: April 2029

General Terms and Conditions and References

For information regarding documentation relevant to this award reference the links below:

General Terms and Conditions:

Reference this link for the General Terms and Conditions pertaining to this award:
https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions

Federal Financial Report (SF 425) form and instructions:
The SF 425 and instructions are available at this link:

https://www.fpacbc.usda.gov/about/grants-and-agreements/required-reports-closing/index.html

Performance Progress Report:

The Farm Production and Conservation Business Center Performance Progress Report (OMB Control Number 0565-0001) and instructions are available at this link:

https://www.fpacbc.usda.gov/about/grants-and-agreements/required-reports-closing

Payments:

Preparation guidance and templates for the Budget Expense Tables and Deliverable Expense Tables are available at this link:

https://www.fpacbc.usda.gov/about/grants-and-agreements/award-payments

Section 1619: (Protected Data)

Refer to the Section 1619 information on this website:

https://www.fpacbc.usda.gov/about/grants-and-agreements/applicant-and-award-resources

Prior Approval Matrix:

Refer to the Prior Approval Matrix on this website:

https://www.fpacbc.usda.gov/about/grants-and-agreements/applicant-and-award-resources

Inventions:

Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to fpac.bc.gad@usda.gov.

LOWER PLATTE SOUTH
natural resources district

Good Neighbor Wildlife Habitat Improvement Agreement

This AGREEMENT is between the Lower Platte South NRD and the following wildlife cooperator.

Shannon Roberts
Cooperator

[redacted]
Mailing Address

Denton — Town
NE — State
68339 — Zip Code
[redacted] — Phone
[redacted] — Email Address

The Cooperator agrees to improve wildlife habitat on 18.5 acres of land, at S22 - T9 - R5 (Legal Description)

Lancaster (County) for the following Payment.

Budget Table.

Description	LPSNRD	Landowner	Total
Tree Removal (2.75 acres) High Density ($800/acre)	$2,200.00	$733.33	$2,933.33
Tree Removal (15.75 acres) Moderate Density ($400/acre)	$6,300.00	$2,100.00	$8,400.00
Herbicide Treatment (18.5 acres x 4 treatments @ $20.27/acre)	$1,500.00	$500.00	$2,000.00
Total	$10,000.00	$3333.33	$13,333.33

Agreement Length: 3 Years **Agreement Completion Date:** December 31, 2029

On the contracted areas, the cooperator agrees:

1. To protect all habitat from harmful unauthorized activities.
2. To not use pesticides, except as authorized by a Lower Platte South NRD representative.
3. That renters or leasees of property may only enter into agreements if such rights are granted by the owner or with owner consent.
4. To permit access to authorized representatives for planning and inspection purposes.
5. Failure on the part of the Cooperator to comply with the terms of this contract will result in the Lower Platte South NRD being relieved of responsibility for compensation for any lands and practices which are not in compliance with this agreement. In addition, return of any unearned payments or portion thereof may be required by the Lower Platte South NRD.

The wildlife cooperator in signing this agreement agrees to join as a participant in a wildlife management program and grants the Lower Platte South NRD the authority to complete the wildlife habitat developments, or to personally carry out the wildlife management activities with financial or material support, as described in the attached special provisions. Any donation of supplies, equipment, or direct payment from the Lower Platte South NRD to the wildlife cooperator for carrying out the wildlife habitat developments are also included in the attached special provisions. The wildlife cooperator agrees to perform the management work described and Lower Platte South NRD agrees to reimburse the wildlife cooperators up to the amount shown on this contract.

Cooperator's Signature Date

Lower Platte South NRD Representative Signature Date

The Cooperator agrees to the following management activities:

1. This is a grassland enhancement project involving the wildlife cooperator and LPSNRD. The overall goal of this project is to restore and enhance approximately 18.5 acres of grassland for the benefit of the flora and fauna native to the area.
2. The Cooperator has agreed to clear 18.5 acres of invasive trees, including eastern red cedar, honey locust, and other undesirable deciduous trees. The Cooperator will control all trees for the agreement duration. All deciduous trees 2 inches tree trunk diameter or larger need to be cut and treated with an appropriate stump treatment chemical immediately after cutting (unless trees are completely removed from the soil). Tree piles created through this work will need to be disposed of by the landowner by removing them off-site or stacked in piles and burned. Tree clearing and stacking will be completed by April 15th, 2027.
3. Tree piles are to be burned within 2 years after cutting (if not removed off-site).
4. The Cooperator may be allowed to crop the cleared area for a period of time until it is determined by the LPSNRD to restore the area to native prairie. At such time, the LPSNRD will notify the Cooperator prior to September 1st of that year.
5. If the property is cropped, the Cooperator may defer herbicide cost-share reimbursement until after the native prairie has been planted by LPSNRD in order to control woody vegetation within the planted area. The Cooperator will be responsible for 2 herbicide treatments per year for two consecutive years. Herbicide application for woody vegetation will occur in June and September of the year it is applied. The Cooperator must use Garlon 4A or an equivalent herbicide for foliar application.
6. If the property is not cropped, herbicide use following establishment shall be limited to spot spraying county- or state-listed noxious weeds and invasive woody plants. The Cooperator is not allowed to do other 'weed' mowing or spraying unless approved by the LPSNRD. This early-successional habitat and native vegetation diversity are valuable to many wildlife species, which is part of the focus for LPSNRD funding. Herbicide application for woody vegetation will occur in June and September of the year it is applied. The Cooperator must use Garlon 4A or an equivalent herbicide for foliar application.
7. The wildlife cooperator agrees to allow the LPSNRD access (with prior notice) to conduct and inspect the work in the areas during the term of the agreement.
8. The Cooperator may construct a house or outbuilding(s) within the project area during the term of the agreement.
9. The cost of completing this project will be shared by the wildlife cooperator and the LPSNRD. Up to 75% of costs will be paid by LPSNRD. The Cooperator will pay a minimum of 25% of project costs (may be in-kind labor or cash). After each phase is completed, the area will be inspected by the Cooperator & LPSNRD personnel. If all parties agree that work has been done satisfactorily, then the Cooperator will submit a request for reimbursement. The LPSNRD will pay the Cooperator for the completed work in a timely manner. The LPSNRD will coordinate all billings for reimbursement to the Cooperator. The LPSNRD costs are a maximum contribution. The Cooperator will only be paid for the work that is completed as part of this agreement. Any additional costs are the responsibility of the Cooperator. The Cooperator may decide to only complete a portion of the identified project sites, at which time the LPSNRD will only pay for work completed at the discretion of the LPSNRD biologist.
10. All payment reimbursement requests must be submitted by the Cooperator by May 15th of each year (if there is a reimbursable practice) to receive payment.

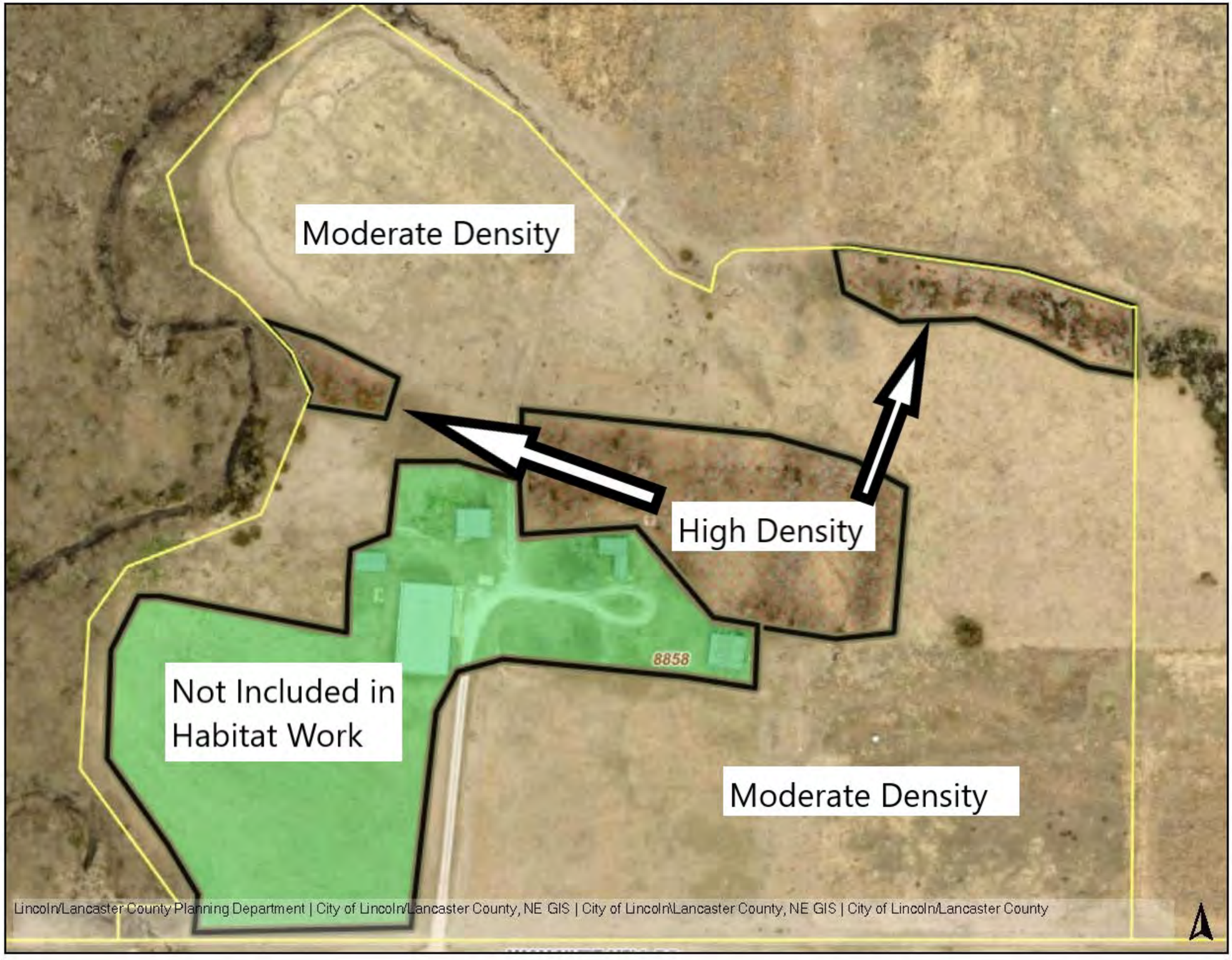
11. The LPSNRD Biologist contact for this contract is Will Inselman (402) 476-2729.

Project Timeline

• Cut and pile trees and shrubs - treat stumps	Aug. 1, 2026 – April 15, 2027
• Spray woody regrowth	~June 1, 2027
• Assess and spray woody regrowth	By September 15, 2027
• Plan to spray woody regrowth 2x	June & September 2028
• Burn brush piles as conditions allow	June or Winter months 2027/28

DEVELOPMENT VIEWER
CITY OF LINCOLN - LANCASTER COUNTY, NE

Roberts Property - Habitat Plan



Legend

Development

IOLLParcels - IOLL Parcels

Development Information

0 300 600 ft

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

THEISEN CONSTRUCTION INC.
PO Box 97
NORFOLK, NE 68702
402-379-4564

ESTIMATE

TO: Lower Platte South NRD

DATE: August 31, 2026

JOB NAME: Oak Creek 30 West #1

ATTN: Will Inselman
Eric Zach

JOB LOCATION: Valparaiso, NE

Estimate to replace rejected caps, pile, stringers and install sheet pile

Mobilization	$29,219.00
Labor	$95,000.00
Material	$38,500.00
Tree Removal, Seed, Trail	$10,500.00
New Deck & Ties	$59,875.00
Additional Stringers Material Only	$6,250.00

**All work is "in kind"

PROPOSAL AMOUNT: **TWO HUNDRED THIRTY NINE THOUSAND THREE HUNDRED FORTY FOUR Dollars ($239,344.00)**

PAYMENT TO BE MADE AS FOLLOWS: As Work Proceeds

AUTHORIZED SIGNATURE: _____

NOTE: This proposal is good for 30 days.

ACCEPTANCE OF PROPOSAL: _____

DATE OF ACCEPTANCE: _____

PLEASE SIGN AND RETURN ONE COPY

Lower Platte South NRD 02/2026

Road 30 West #1

Oak Creek Trail

Location: 3rd bridge west of Valparaiso

Bridge: Road 30 West #1

Description:

Type: Wood Trestle

Deck Type: wood deck over ties

Number of spans: 8

Length: 121’

Height: 19’2

Current Water Depth: 1’

Bents/Piers/Abutments in Water: 1 (bent 5)

Skewed: no

Scour Susceptible: yes

Members Numbered: W-E, N-S

Tangent/Curve: no

Utilities Present: no

Lead Inspector: Adam Gubbels

Approximate number or Ties: 144

Number of Stringers: 8 per span, stitched

Average Span length: 15’

Inspection Summary:

Findings:	Finding Notes:

Deck:

Deck and Handrail ok, deck is higher on the south side lower on the north. Deck Is not level. Deck is 7’9” wide inside of guard to inside, 9’ out to out. Rail 4’6” tall

Bent 1:

Backwall slightly undermined, no dirt loss currently, continue to monitor

Pile #2 rejected, pile drilled and is hollow replace if other pile on bent deteriorate.

Span 1:

Stringer 1 horizontal split full length running span 1 and span 2 (8x16x31’) cosmetic

Bent 2:

South end of cap partial hollow spot. Will eventually need to be replaced, drilled and partially hollow

Bent 3:

Pile #2 spongy at ground level, possible reject, drilled pile and is hollow, will eventually need to be replaced. (12’ x 12”)

Cap is hollow and crushing, rejected

Fair amount of debris near bent 3

Bent #4:

OK

Bent #5:

This bent is in the water, pile drilled and showed wood remaining in center. Continue to monitor for further material loss near water line.

Cap is crushing and split, rejected (14x12x12)

Bottom X brace broken; needs replaced (4x8x20’)

Span 5 and 6:

Stringer #1 longitudinal crack running full length (cosmetic)

Stringers 4 and 5 rejected, running from bent 4 to bent 6 (17x8x30’)

Bent #6:

Bottom and top X braces need to be replaced (4x8x16’)

Cap crushing and hollow, rejected (14x12x12’)

Bent #7

Pile #3 is rejected, drilled very little wood left, replace at some point (10’x12”)

Cap spongy with longitudinal split, possible reject, drilled cap rejected (14x12x12)

South facing X brace split, replace (4x8x20’)

Bent #8:

Pile have continued to deteriorate, pile 1, 2, 3, and 5 now rejected (pile 5’ from ground)

Cap ok

Bent #9

Replace cap on bent 4, cap is rotten. (12”x14”x12 1/2’)

Backwall undermined at end of timbers, ok no loss at this time.

Recommended Work:

Monitor backwall for further soil loss under backwall and reinforce if needed

Pile 2 on bent 1 needs to be replaced by posting the pile, not urgent

Replace cap bent 2 (14x12x12’)

Remove drift near bent 3

Post pile 2 (12’x12”) and replace cap (14x12x12’) bent 3

X brace needs to be replaced (4x8x20’) and cap needs to be replaced bent 5 (14x12x12’)

Replace stringer 4 and 5 span 4 and 5 (17x8x30’)

Both X braces on bent 6 need to be replaced (4x8x20’)

Replace cap on bent 6 (14x12x12’)

Span 6, remove tree growing into bottom of the bridge deck

Replace pile 3 bent 7 (10’x12”)

Replace cap bent 7 (14x12x12)

Replace south facing X brace bent 7 (4x8x20’)

Replace all pile bent 8 with sill, 14x14x20, 4 square pile 14x14x6’ and new cap (14x12x12’)

Replace cap on bent #9 (12x14x12 ½’)

Backwall/Bent 1

Side view

Span, longitudinal crack stringer #1

Tree growing into bottom of bridge

Broken X bracing and drift against piling

Rotten Cap Bent 9

THEISEN CONSTRUCTION INC.
PO Box 97
NORFOLK, NE 68702
402-379-4564

ESTIMATE

TO: Lower Platte South NRD

DATE: August 31, 2026

JOB NAME: Oak Creek 31 West #1

ATTN: Will Inselman
Eric Zach

JOB LOCATION: Valparaiso, NE

Estimate to replace rejected caps & pile. Install sheet pile backwalls

Mobilization	$22,500.00
Labor	$78,000.00
Material	$40,500.00
Tree Removal, Trail, Seed	$10,500.00

**All work is "in kind"

PROPOSAL AMOUNT: **ONE HUNDRED FIFTY ONE THOUSAND FIVE HUNDRED ($151,500.00)**

PAYMENT TO BE MADE AS FOLLOWS: As Work Proceeds

AUTHORIZED SIGNATURE: _____

NOTE: This proposal is good for 30 days.

ACCEPTANCE OF PROPOSAL: _____

DATE OF ACCEPTANCE: _____

PLEASE SIGN AND RETURN ONE COPY

Lower Platte South NRD 02/2026

Road 31 West #1

Oak Creek Trail

Location: 5th bridge west of Valparaiso **Road 31 west #1**

Description:

Type: wood trestle

Deck Type: wood deck over ties

Number of spans: 5

Length: 75’

Height: 19’2”

Current Water Depth: 3”

Bents/Piers/Abutments in Water: 1 (bent #4)

Skewed: no

Scour Susceptible: no

Members Numbered: W-E, N-S

Tangent/Curve: no

Number of Bents: 6

Utilities Present: no

Pile per Bent: 5

Lead Inspector: Adam Gubbels

Approximate number or Ties: 75

Number of Stringers: 8 (8”x17”) Stitched

Average Span length: 15’

Inspection Summary: Road 31 West #1

Findings:	Finding Notes:

Deck:

3 deck planks are loose and need to be screwed down, timber guard broken at 2 locations, needs to be replaced. Deck is 7’9” wide from inside of guard to inside, 9,2” out to out. Rail is 4’6” tall

Bent 1:

Backwall undermined, has been patched previously but losing material.
Pile 4 and 5 are rejected. 16” diameter x 4’ tall

Cap is rejected (14x12x12’)

Span 1:

Stringer #4 and #8 longitudinal crack running from bent 1 – 3

Bent 2:

Cap is rejected (14x12x12)

Pile 2 is hollow at top, can splice with a 5’ pile

Span 2:

Longitudinal crack full length stringer #5 (8x17x30’)

Bent 3:

X brace rotted south end at cap

Pile 3 sounds hollow and needs invasive inspection

Cap is rejected (14x12x12)

Tree growing into bottom of bridge, remove

Bent 4:

All pile in bent need invasive to verify if sound

Cap is rejected (14x12x12’)

Span 4:

Remove drift, broken girt (6x8x20’)

Bent 5:

Pile 1 and 4 spongy near ground level, need invasive inspection

Cap rejected (14x12x12’)

Bent 6:

Backwall has been reinforced previously, undermined

Drill pile 3, 4, 5

Reject cap (14x12x12’)

Recommended Work:

Replace timber guard northwest end of deck

Re-attach 3 bridge planks

Replace both backwalls with sheet pile

Replace/post piling 4 and 5 bent #1

Replace caps on all bents

Remove drift span #4

Replace girt span 4 (6x8x20’)

Invasive inspection pile 1 and 4 bent #5

Invasive inspection on all pile bent #6

Bent (typical)

Backwall Bent 1, undermined

Broken Girt and drift span 4

Rotten timber guard to be replaced

Undermined backwall bent 6