



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

Agenda Item #11

TO: Board of Directors

FROM: Dan Schulz, Resources Coordinator *Dan*

DATE: December 9, 2020

SUBJECT: Recreation, Forestry & Wildlife Subcommittee Minutes-12/8/20

On Tuesday, December 8, 2020, the Recreation, Forestry and Wildlife Subcommittee held a Zoom meeting at 5:30PM. Subcommittee members participating were Chair, Anthony Schutz, Gary Aldridge, Deb Eagan, Luke Petersen, Mark Spangler, Ray Stevens and Sarah Wilson. Others Participating were Andrew Appleget-Flatwater Group, Inc., Gordon Coke-The Flatwater Group, Inc., Julie Harris-Bike Walk Nebraska, Ariana Kennedy, Nathan Kuhlman, Rick Krushenisky-The Flatwater Group, Inc., Larry Ruth, Dan Schulz, Jay Seaton and Paul Zillig.

The first agenda item was the contract with The Flatwater Group, Inc. for the Little Salt Creek Watershed PL-566. Schulz reviewed the operating policy G-3 for the consultant selection process, selection of The Flatwater Group, Inc., and negotiations on the scope of services and estimated contract fees. Questions and clarifications were addressed by staff and The Flatwater Group personnel. See attached pages 1-18.

It was moved by Stevens, seconded by Eagan and unanimously approved to recommend that the Lower Platte South NRD Board of Directors authorize the General Manager to enter into the professional services contract with The Flatwater Group, Inc., to complete the Little Salt Creek Watershed PL-566 Work Plan Environmental Assessment with the cost not to exceed \$295,110.00.

The second agenda item was consideration of the proposals received for the Marsh Wren berm repair project. Schulz reviewed the burrowing mammal damage to the berm compromising the water control structure and indicated Krushenisky was participating to answer questions and provide clarifications to the Directors questions about the project and proposals received. See attached documents between the attached pages 18 & 19.

It was moved by Stevens, seconded by Eagan and unanimously approved to recommend that the Board of Directors approve the proposal from Gana Trucking & Excavation to complete the Marsh Wren berm repair project at a cost not to exceed \$28,025.72.

The last agenda item was information about potential future subcommittee action items. Seaton discussed the first one about a new windbreak program. He reviewed the status of the cooperation between the Natural Resources Conservation Service (NRCS), the Nebraska Forest Service and the natural resources districts. Seaton indicated USDA funding through NRCS will allow for new funds to plant and renovate windbreaks in the District and it will likely be brought to the subcommittee for action in the next couple of months. See attached pages 19 & 20.

Seaton and the Directors also discussed a new tree voucher program (see pages 21 & 22). District staff will continue to work on program specifications and guidelines over the next couple of months.

Kennedy and Harris discussed attached page 23 which is a letter from the MoPac Alliance regarding future trail enhancement projects. When asked, Harris indicated that of the three trail enhancement projects listed in her letter, developing trailhead facilities at Wabash is the top priority of the Alliance.

The last information topic was a request from Valparaiso, Nebraska to install a gazebo on the Oak Creek Trailhead in town. Zillig has been in discussions with the village representative and it will be necessary to review existing agreements to determine how to move forward.

Chair Schutz adjourned the subcommittee meeting at 7:10PM.



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TO: Board of Directors
FROM: Dan Schulz, Resources Coordinator *Dan*
DATE: December 1, 2020
SUBJECT: Consultant Selection-Little Salt Creek Watershed PL-566 Work Plan EA

As per District operating policy G-3 (see attached), Paul Zillig, General Manager appointed a consultant selection team including Dan Schulz, Resources Coordinator-Lead, Assistant Manager David Potter, Tim Zach, City of Lincoln Watershed Engineer and Tom Malmstrom, City of Lincoln Saline Wetland Conservation Partnership Coordinator. A request for qualifications (RFQ) legal notice was published three times in the Lincoln Journal Star on September 18th, September 25th and October 2nd, 2020. Four consultant teams submitted qualifications including the team leads of Intuition & Logic, Ad Astra, The Flatwater Group and Felsburg, Holt & Ullevig.

After reviewing the submitted RFQ's, the consensus of the selection team was to interview all four teams. Information was sent out to each team about the USDA work plan requirements and the existing plans to be used to complete the work plan EA (Environmental Assessment). Instead of having the usual consultant presentations, the selection team decided to conduct the interviews using a standard set of questions each team would be asked (see attached). These questions were not provided to the consultant teams prior the interviews.

The interviews were conducted on October 28, 2020 using a virtual format. After completing the interviews, the consensus of the selection team was to select the team of The Flatwater Group/HDR. Paul Zillig, General Manager concurred with the selection. District staff has finished negotiating the scope of services, reviewed estimated costs billed on a time/materials basis and completed legal counsel review of the contract documents (see attached). The District has received up to \$330,000.00 in federal funding (no District cost-share match required) to complete the Little Salt Creek Watershed PL-566 Work Plan EA.

G-3: PROCEDURE FOR HIRING CONSULTANTS FOR PROFESSIONAL SERVICES

If the estimated cost of hiring a consultant for engineering services is more than \$25,000, or for any other professional services is more than \$5,000, then the following procedure shall apply:

1. A list of all consultants interested in providing professional consultation services will be compiled and maintained by the District.
2. For professional services that are identified by the General Manager and Chair as being for ongoing projects and/or studies or "basic professional services."
 - a. The General Manager shall develop and keep updated background information on all firms interested in providing the specific services.
 - b. The General Manager shall develop a scope of services, shall select a qualified consultant, and negotiate an agreement for services subject to approval of the Board of Directors as provided in Paragraph 4.
3. For professional services that are identified by the General Manager and approved by the Chair as being for new major projects and/or studies:
 - a. Consultants having the appropriate qualifications may be mailed a Request for Proposals (RFP), and a notice of the RFP will be published in appropriate news media for three consecutive weeks. The RFP will include a general description of the project.
 - b. A selection team appointed by the General Manager shall review and evaluate the proposals and select a minimum of three consultants who have submitted proposals, unless fewer have submitted proposals. Factors to be considered in this selection shall include consultant qualifications, past performance of the consultant, and other information provided in response to the RFP. The consultants so selected shall be those deemed to be the most qualified to perform the required services.
 - c. The selection team will conduct interviews with the consultants selected to determine their interest in the project and ability to furnish the required service, any recent changes in their qualifications, their current and projected work load, and their willingness to meet time and price requirements. The team will rank the consultants in order of their preference, considering past performance, adequacy of staff and resources, consultant location in relation to project and familiarity with the area, approach to the project, and other pertinent factors,

NRD ③

- d. The General Manager will proceed to negotiate a proposed contract with the number one ranked consultant until an agreement is reached or officially terminated. In the event negotiations are terminated, the number two firm will be contacted to begin negotiations with them. This procedure will be repeated until an agreement is reached. If unable to negotiate a satisfactory agreement with any of the three final ranked consultants, the committee may select additional firms in order of preference according to the procedures previously described, or the process may be terminated.
- 4. At the conclusion of negotiations, the General Manager shall write a memo to the Board reviewing the selection process, and make a recommendation to the Board as to the best qualified consultant and the services agreement.

NRD

Request for Qualifications

**Little Salt Creek Watershed Improvement Project Work Plan
Environmental Assessment (Plan-EA) Project, Lancaster County, Nebraska
Watershed & Flood Prevention Operations (WFPO) Program**

The Lower Platte South Natural Resources District is seeking qualifications of professional services providers to create a new watershed work plan-environmental assessment for the Little Salt Creek Watershed Improvement Project in Lancaster County, Nebraska. The new work plan must comply with the policy set forth in the Natural Resources Conservation Service (NRCS) title 390, National Watershed Program Manual.

The Little Salt Creek Watershed contains Eastern saline wetland habitat for state and federal endangered species. Qualifications should identify the personnel within the firm who would work on the plan addressing watershed planning and their experience in saline wetland protection and restoration. The project work plan will utilize the City/NRD Little Salt Creek Basin Master Plan and the Upper Little Salt Creek Saline Wetlands Plan. These plans focus on the protection and restoration of Eastern saline wetlands and watershed projects that address natural resource issues.

The District will accept qualifications until 4:30PM, Wednesday, October 7, 2020. After review of the qualifications submitted, the District will choose firms and conduct interviews the week of October 19, 2020. The District anticipates entering into a contract for the project work plan on December 16, 2020.

**Submit qualifications to:
Dan Schulz, Resources Coordinator
Lower Platte South Natural Resources District
3125 Portia Street, P.O. Box 83581
Lincoln, NE 68501-3581**

Or

dschulz@lpsnrd.org

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QUESTIONS FOR PL-566 INTERVIEWS

1. Briefly identify your team and your understanding of the project.
2. Discuss your understanding of Nebraska's eastern saline wetlands and techniques associated with the restoration, enhancement and protection of them.
3. Describe what needs to be accomplished for the Environmental Assessment by April 1, 2022 and what you see as the biggest challenge(s).
4. How will you integrate existing project area plans into this work plan which emphasizes saline wetland enhancement and protection?

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5. The Little Salt Creek Watershed from its mouth to its head waters has a great diversity of habitat and land uses ranging from urban and sub-urban areas to acreages and agricultural. How will you address the diversity in habitats and changing land uses this watershed is experiencing within the scope of the Environmental Assessment?

6. Describe the public participation requirements and how you plan to accomplish public participation if the Covid-19 pandemic is still relevant.

7. Who would be the primary point of contact and what are your plans to help keep the project on track?

8. What is your firm/teams strongest assets to complete the Environmental Assessment?



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8200 Cody Drive, Suite A
Lincoln, NE 68512-9550
Phone: 402.435.5441
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www.flatwatergroup.com

1 December 2020

Mr. Dan Schulz, Resources Coordinator
Lower Platte South Natural Resources District
3125 Portia Street
Lincoln, Nebraska 68521

**RE: SCOPE OF SERVICES and SERVICE AGREEMENT for LITTLE SALT CREEK
WATERSHED PLAN-EA PROJECT**

Dear Dan:

The Flatwater Group, Inc. (TFG) is pleased to present the enclosed scope of services and service agreement for the Little Salt Creek Watershed Plan-EA Project. The attached scope of work is based on our draft scope correspondence following notice of selection and additional correspondence following the submittal and review of the draft scope of work on 11 November 2020.

TFG will perform the work identified in the Scope of Work on a time and materials basis with an established upset limit of \$295,110.00.

The scope of work, project schedule, December 2020 fee estimate, and our standard 2021 rate table are considered a part of the service agreement contract. Upon receipt of a signed service agreement we will work with you to establish a project kick-off meeting with the team. TFG will consider the signed service agreement as our Notice to Proceed.

Should you have questions, please don't hesitate to contact us.

Sincerely,

Andrew Appleget
THE FLATWATER GROUP, INC.



THE FLATWATER GROUP, INC.

SERVICE AGREEMENT

TFG as used herein means The Flatwater Group, Inc.

Client as used herein means the other party to this Agreement.

WHEREAS, TFG provides an extensive range of integrated and comprehensive consulting, engineering, and scientific services; and

WHEREAS, Client desires to utilize TFG's services.

NOW, THEREFORE, for good and valuable consideration, TFG agrees to provide the professional services described herein, and Client agrees to accept and pay for such services, all in accordance with the following terms and conditions:

1. Definitions

The following terms shall have the meanings set forth below whenever they are used in this Agreement:

- a) "Scope of Work" (SOW) shall mean the description of the services to be provided by TFG as mutually agreed upon by TFG and Client, and will be performed on either a fixed price or time and materials basis. The SOW and the Price will be set out in TFG's proposal (or attached Exhibit "A") incorporated by reference into this Agreement.
- b) "Documentation" shall mean deliverable documentation as described in the SOW.
- c) "Equipment" shall mean all indoor and outdoor equipment used by TFG at Client sites for the purpose of providing services as described in the SOW.
- d) "Proprietary Information" shall mean all data, information, manuals, materials, trade secrets, patents, products, processes, plans, whether in written, graphic or oral form, and similar proprietary know-how of TFG.

2. Compensation/Billing

TFG's invoices will be issued at least monthly and are payable upon receipt. Balances thirty (30) days past due are subject to interest at 1.5% per month. After five (5) days written notice, TFG may suspend services under any Client Agreement until all past due accounts have been paid.

The SOW is often not fully definable prior to the execution of this Agreement as investigation may uncover additional facts and information requiring an alteration in the SOW and/or the Price for the services. For services on a time and materials basis, the proposed fees are TFG's best estimate of the charges required to complete the SOW. TFG will inform Client of any material changes to either the SOW or the Price that may be required and which may alter the terms of this Agreement.

Costs and schedule commitments are subject to renegotiation for unreasonable delays caused by Client's failure to provide free access to sampling areas, specified facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in this Agreement.

In the event TFG is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse TFG for its costs and compensate TFG at its then standard rates for the time spent gathering information and documents. Client agrees to compensate TFG at the rate of one and one-half times TFG's then current hourly rates for time spent in any deposition, hearing, proceeding or trial.

For services provided on a time-and-materials basis, the minimum time segment for field work is four (4) hours and one hour for work done at any TFG office. The rental or use of TFG's Equipment will be charged to the project in accordance with TFG's "Equipment Billing Rate Schedule" which is available upon Client's request. Rates are subject to annual adjustment each January. TFG's labor rates for services provided on a time-and-materials basis, are fixed for one year with annual adjustment upon notice to Client.

Expenses related to the services and reimbursable by Client ("Other Direct Costs") include without limitation, travel and living expenses, phone, FAX, overnight delivery services, postage, shipping, and production costs;

identifiable drafting and word processing supplies; equipment usage and rental fees; and expendable materials and supplies. Other Direct Costs are reimbursable by Client and are billed at TFG's cost plus 10 percent.

Required subconsultant and/or subcontractor costs are reimbursable by Client and are billed at TFG's cost plus 15%. Any local or state taxes or fee costs (except state income taxes) are in addition to any quoted Price.

3. Termination

Either party may terminate this Agreement in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Such termination is effected upon providing: (1) not less than thirty (30) calendar days written notice, and (2) an opportunity for consultation with the terminating party prior to termination. Client will be responsible for all services and direct expenses associated with the project through the effective date of cancellation, plus reasonable fee(s) and/or expenses for reallocation and demobilization of personnel and equipment.

4. Confidential Information/Inventions

All Proprietary Information furnished by TFG in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between Client and TFG, shall be held confidential by Client, and returned to TFG within thirty (30) days of the completion of the services or conclusion of the litigation wherein TFG's services were provided.

All inventions, techniques, and improvements held by TFG to be proprietary or trade secrets of TFG prior to any use on behalf of Client, as well as all inventions, techniques, and improvements developed by TFG independent of the services rendered to Client under this Agreement, remain the property of TFG. Documents provided by Client will remain the Client's property, but TFG may retain one confidential file copy.

5. Governing Law

This Agreement shall be deemed made in, and in all respects interpreted, construed, and governed by, the laws of the State of Nebraska, U.S.A. All disputes arising hereunder are to be resolved in the state and federal courts having jurisdiction of such disputes sitting in the State of Nebraska or hearing appeals therefrom. Both parties consent to the jurisdiction of such courts over them for the purposes of this Agreement, and agree to accept service of process by registered mail.

6. Standard of Care

TFG will prepare all work and provide services in accordance with generally accepted professional practices ordinarily exercised by reputable companies performing the same or similar services in the same geographic area. NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSES ARE EXPRESSLY DISCLAIMED.

Client shall furnish documents or information reasonably within Client's control and deemed necessary by TFG for proper performance of its services. TFG may rely upon Client-provided documents in performing the services required under this Agreement and TFG assumes no responsibility or liability for their accuracy.

Client agrees to advise TFG, no later than upon the execution of this Agreement, of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site where TFG's services are to be performed, that presents a potential danger to human health, the environment, or TFG's equipment. Client agrees to a continuing obligation to provide TFG related information, as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, TFG does not assume control of, or responsibility as an operator or otherwise for, the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

Upon Client's request, TFG's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by TFG in its files shall be the official base document. The Client will retain one

THE FLATWATER GROUP, INC.

SERVICE AGREEMENT

conformed written copy. TFG makes no warranty or representation to Client that the magnetic copy is accurate or complete. Any modifications of such magnetic copy by Client shall be Client's risk and without liability to TFG. Such magnetic copy is subject to all conditions of this Agreement.

7. Indemnification

Each party shall indemnify, defend and hold harmless the other party from and against all liability, loss, cost, expense, or damage caused by the indemnifying party's negligent acts or negligent omissions in the performance of this contract. However, in the event of any loss, damage or liability, whether to person or to property, arising out of the sole negligence of either TFG or Client, such party will assume full responsibility for any liability arising thereof and hold harmless the other party. TFG and Client further agree that if either TFG or Client engages in willful misconduct, such party shall assume full responsibility for any liability arising thereof irrespective of the nature and degree of the other party's negligence, and will indemnify and hold harmless the other party. In no event shall either indemnifying party be liable for any special, incidental, economic, or consequential damages whatsoever, regardless of the legal theory under which such damages may be incurred.

For claims related to or involving pollution, toxic substances or hazardous wastes or for any other claims arising from underground hazards, Client agrees to release, defend, indemnify and hold harmless TFG and its officers, directors, employees, agents, consultants, and subcontractors from all claims, damages, losses, and expenses, including, but not limited to, any award of fees and expenses by a court of law for attorneys and consultants, and court costs, arising out of the performance of this Agreement. Such indemnification and release includes claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases or any other material, irritant, contaminant or pollutant regardless of the legal theory under which such damages may be incurred except for TFG's negligent acts or negligent omissions.

TFG's field personnel will avoid hazards or utilities that are visible to them at the site. TFG is not responsible for any damage or loss to property owned by Client or third parties due to undisclosed or unknown surface or subsurface conditions except to the extent such damage or loss is a direct result of TFG's negligence.

8. Severability

If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

9. Third Party Rights

TFG's services under this Agreement are being performed solely for the benefit of Client, and no other entity shall have any claim against TFG because of this Agreement or the performance or nonperformance of services provided by TFG hereunder.

10. Entire Agreement

This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally. Any modification to these terms and conditions without the written approval of TFG shall be null and void. In no event will the terms of any purchase order, work order or any other document provided by Client modify or amend this Agreement, even if it is signed by TFG, unless

TFG signs a written statement expressly indicating that such terms supersede the terms of this Agreement. Any such terms are expressly rejected by TFG.

11. Assignment

TFG reserves the right to assign this Agreement to its affiliates, subsidiaries, or successors as necessary in order to effectively carry out and complete the services specified by this Agreement.

12. Insurance

TFG agrees to purchase and maintain during the life of this Contract the following types of insurance: (1) General Liability [\$2,000,000.00] Per Occurrence - General Aggregate [\$2,000,000.00], Products - Comp/OPS Aggregate [\$2,000,000.00], Personal and Advertising Injury [\$2,000,000.00], Fire Damage (any one fire) [\$100,000.00], 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]; (3) Worker's Compensation and Employer's Liability, Statutory Limits [\$1,000,000.00] Each occurrence, Policy Limit [\$1,000,000.00]; and (4) Professional Liability [\$2,000,000.00]. TFG shall furnish a certificate of insurance with liability limits shown, and Lower Platte South Natural Resources District to be named as an additional insured and a Waiver of Subrogation in favor of Lower Platte South Natural Resources District.

ATTACHMENTS

- Exhibit A - Scope of Services
- Exhibit B - TFG 2021 Rate Table

THE FLATWATER GROUP, INC.

By: *Andrew Appleget*

Name: Andrew Appleget

Title: Principal

Date: 1 December 2020

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

By: _____

Name: Paul Zillig

Title: General Manager

Date: _____

Lower Platte South Natural Resources District
EXHIBIT A: SCOPE OF SERVICES

LITTLE SALT CREEK WATERSHED IMPROVEMENT PROJECT
WORK PLAN ENVIRONMENTAL ASSESSMENT PROJECT

This scope of work is prepared to meet the expected accomplishments and deliverables for a new Watershed Work Plan-Environmental Assessment (Plan-EA) that meets or exceeds the policies and procedures defined in the NRCS National Watershed Program Manual and NRCS National Watershed Program Handbook. The work also includes preparation of concept design and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements.

The scope of work is prepared to achieve the goals and objectives identified in the Statement of Work section of the Agreement Award between NRCS and Lower Platte South Natural Resources District (LPSNRD) dated 18 June 2020 (Exhibit B). This scope of work is incorporated in the consulting services agreement referenced above between The Flatwater Group, Inc. (TFG/Consultant) and LPSNRD.

Task 100: Project Management. TFG's project management team (Project Manager, Work Plan-EA Compliance Manager, and Technical Review Manager) will work together to provide project management for the duration of the project. Project management efforts will be ongoing for the duration of the project and will ensure completion of all technical tasks. General project management efforts will include staff resource allocation, project budget control, all client and sub-consultant coordination and direction, direction of project deliverables and public involvement documentation.

Task 100 - Key Understandings: The Project Manager will serve as the primary point of contact. The Project Manager will submit monthly billings and progress reports, and any scope modifications to the LPSNRD project manager.

Task 100 - Deliverables: Progress Reports, Invoices and Task Summary Reports.

Task 200: Progress Meetings. The Statement of Work between NRCS and LPSNRD outlines three face to face meetings between NRCS Point of Contact and consultant Project Manager. These meetings shall take place at or near watershed plan development phases of 30%, 60% and 90% completion. The purpose is to ensure all stakeholders are operating and progressing toward a common objective/goal. A written summary of progress will also be provided to NRCS Point of Contact every three months starting after the 30% review and concluding with delivery of final design. Additionally, TFG will conduct monthly project meetings with LPSNRD Project Manager to communicate progress and remain on schedule. Progress meetings will be documented in the monthly billings to the LPSNRD.

Task 201: Monthly Progress Meetings with LPSNRD (including project kickoff)

Task 202: Scoping Meeting

Task 203: Review Meeting 1 (30%) with NRCS

Task 204: Progress Report 1 with NRCS

Task 205: Review Meeting 2 (60%) with NRCS.

Task 206: Public Information Meeting 1

Task 207: Progress Report 2 with NRCS

Task 208: Review Meeting 3 (90%) with NRCS.

Task 209: Progress Report 3 with NRCS.



Task 210: Progress Report 4 with NRCS.

Task 200 - Key Understandings: The kickoff meeting will include LPSNRD and TFG. The scoping meeting will include LPSNRD, TFG, and agency representatives as prescribed by NRCS. The Public Information Meeting will be used to generally inform the public about the project. The meeting details and content will be determined following the kickoff meeting. Progress Reports will be a written summary (2 pages or less) provided to NRCS Point of Contact every three months and Review Meetings will take place with NRCS Point of Contact.

Task 200 - Deliverables. Review Meeting agendas and minutes, NRCS Progress Reports 1-3.

Task 300 - Contribution to Plan-EA: Chapter 6 – Consultation, Coordination and Public Participation

Task 300: NRCS Work Plan Step 1 - Identify Problems, Opportunities and Concerns. Work in this task will include development of the Plan of Work and organization of existing data for environmental, economic and social impacts.

Task 301: Plan of Work. The Plan of Work will help identify individuals assigned to various work tasks in addition to estimating amount of time necessary for each planning step. The Plan of Work may be updated during the Plan-EA process based on specific needs of the selected alternative. A schedule will also be prepared for completing each task.

Task 302: Public Participation Plan. The plan will include an outline of the planning process and identify stages when the public will be invited to participate. Implementation of the Public Participation Plan will be documented and will become part of the Plan-EA reviewable record. There will be one (1) public meeting to inform the public and a public review period for receiving comments on the Draft Plan-EA. Additionally, an ESRI Story Map webpage will be created to provide online public scoping meeting content.

Task 303: Gather and Review Existing Data. A literature review will be conducted (focusing on *Upper Little Salt Creek Saline Wetlands Master Plan* and *Little Salt Creek Watershed Master Plan*) and a determination will be made about need for any additional data and studies.

Task 304: Field Review/Reconnaissance of Watershed. TFG staff will perform field reviews in planning areas where data gaps exist between Master Plan and conceptual design projects in addition to saline wetland areas downstream of ULSC planning area.

Task 305: Obtain Local Input. A scoping meeting (Task 202) will take place to formally discuss Plan-EA with sponsor and local NRCS Point of Contact as well as solicit input from Federal/State agencies and Tribes and initiate public meeting efforts. A project summary/factsheet will be prepared and publicized by LPSNRD in local media.

Task 300 - Key Understandings: Step 1 focus is development of Plan of Work and laying foundation for planning process and Plan-EA documentation and incorporating available information from master plans. Task 300 is also considered the project initiation/kickoff phase that will establish foundation for the development of the Plan-EA.

Task 300 - Deliverables: Plan of Work and Schedule, Public Participation Plan, literature review documentation, field review notes, documentation record of initiation of local input solicitation, documentation of any public comment/feedback

Task 300 - Contribution to Plan-EA: Chapter 2 - Scope of the Plan-EA
Chapter 6 – Consultation, Coordination and Public Participation

Task 400: NRCS Work Plan Step 2 - Determine Objectives. This task will document sponsor objectives, write purpose and need statement and write Scope of Plan-EA.

Task 401: Document Sponsor Objectives. TFG will work with LPSNRD to ensure understanding of goals and objectives of the Plan-EA as local sponsor. This task will include discussions and feedback with Saline Wetlands Conservation Partnership (SWCP) members as some properties in planning area are owned by different entities than just LPSNRD. This task will build on existing consensus of SWCP planning as outlined in the Upper Little Salt Creek Master Plan and SWCP Implementation Plan.

Task 402: Write Purpose and Need Statement. The purpose and need section of the Plan-EA describes the underlying need to be met by the Plan-EA and other factors relevant to the choice between alternatives. This task will be developed with LPSNRD Project Manager.

Task 403: Write Scope of Plan-EA. The Scope of Plan-EA will be developed jointly with LPSNRD and NRCS to ensure it meets applicable NRCS, Principles and Guidelines (P&G) and NEPA requirements.

Task 400 - Key Understandings: This is a formative step in the Plan-EA process between TFG and LPSNRD with NRCS feedback. This task will establish groundwork for planning process.

Task 400 - Deliverables: Documentation of LPSNRD Plan-EA objectives, Purpose and Need Statement, Scope of Plan-EA.

Task 400 - Contribution to Plan-EA: Chapter 1 - Purpose and Need for Action
Chapter 3 - Affected Environment

Task 500: NRCS Work Plan Step 3 - Inventory Resources. This task will identify pertinent environmental information within the planning area that may be impacted or benefit from the project. The inventory will include but not be limited to the unique saline soils, flora and fauna in the planning area. In addition to environmental resources, the task will also include an assessment of the economic, social, archeological and historical resources.

Task 501: Conduct Resource Inventories and Watershed Assessment. The resource inventory will be extensive and include the dozens of NRCS Work Plan identified categories including but not limited to riparian areas, vegetation communities, fish and wildlife habitat, scenic areas, waterbodies, water quality and quantity data, wetlands, critical habitats, landuse, etc.

Task 502: Economic and Social Effects. This task will include compilation of existing data on population demographics, effects to public health and safety, effects to homes, businesses, and agricultural operations, identification of visual concerns, collection of economic data from agency sources, and identification of any non-NEPA laws related to the planning area.

Task 503: Archeological and Historic Resources. Task will involve consultation with SHPO, State Archeologist and federally recognized Tribes. Cultural resource surveys will be designed and conducted in the planning area. If archeological or historic resources are found, a Memorandum of Agreement (MOA) will be documented to delineate measures to be taken by LPSNRD/NRCS to ensure adverse impacts will be avoided.

Task 504: Engineering. Topographic survey information will be collected for conceptual designs of saline wetland improvement projects, in-stream grade control structures, sediment retention structures and other interventions. City of Lincoln/Lancaster County LiDAR topographic data will be used as baseline. Additional topographic survey will be

conducted using GPS survey equipment to supplement and verify LiDAR data to create a contour map of project site. This survey data will establish the stream longitudinal profile, channel bank locations of Little Salt Creek and relevant tributaries, topography for design, inlet/outlet elevations, trees, utilities, access road alignment, hydraulic structures, etc.

Task 505: Geology. Existing geologic information will be reviewed to include documentation by LPSNRD (including ENWRA AEM flight data) and University of Nebraska-Conservation and Survey Division in addition to scientific research studies conducted in the watershed.

Task 506: Support maps. Maps will be developed to complement existing spatial mapping resources from master plans to organize components of the resources inventory.

Task 500 - Key Understandings: The goal is to conduct a watershed resource analysis sufficient to support formulation of feasible alternatives. Resource inventory work completed during both master plans will be incorporated into inventory.

Task 500 - Deliverables: Plan-EA documentation of resource inventory components.

Task 500 - Contribution to Plan-EA: Chapter 3 - Affected Environment

Task 600: NRCS Work Plan Step 4 - Analyze Resource Data. This task will involve evaluating resource information through statistics, mapping and other analytical techniques and tools. It will include an analysis of all initial alternatives including the future condition without project. A key component of the analysis will include use of the spatial analysis approach employed for the ULSC Master Plan throughout the watershed.

Task 601: Analyze Existing Data. The resource inventories from Task 501 will be reviewed and evaluated. A spatial analysis mapping tool will be used to evaluate data and create resource maps.

Task 602: Geology. This task will analyze erosion studies, sedimentation, and any impacts to groundwater.

Task 603: Hydrology and Hydraulics. This task will build upon hydrologic and hydraulic models used during the master plan projects and updated as necessary for this project.

Task 604: Review Cultural Resource Data. Documentation from Task 503 will be reviewed.

Task 605: Economics and Social Effects (Future-Without-Project Condition). An analysis will be performed to determine economic and social effects of not addressing the saline wetland improvement projects, sediment retention structures/best management practices, impacts to stream morphology, and impacts to public and private infrastructure.

Task 600 - Key Understandings: Analysis will focus on use of spatial analysis tool in addition to hydrology and hydraulics model review and economics analysis.

Task 600 - Deliverables: Plan-EA documentation summarizing analysis of various resource inventories.

Task 600 - Contribution to Plan-EA: Chapter 3 - Affected Environment
Chapter 4 - Alternatives

Task 700: NRCS Work Plan Step 5 - Formulate Alternatives. This step involves the creation of reasonable alternatives based on the resource inventory and analysis. The completeness, effectiveness, efficiency and acceptability of each feasible alternative will be documented considering permits, project costs, and compliance with Federal, State and local laws and regulations. Resource attributes will be outlined to establish quality metrics for various physical, ecological, economic and social information within watershed.

Task 701: Identify quality criteria. Quality criteria for resources will be documented to establish metrics. Examples include water quality parameters (fresh and saline), unique vegetation species, unique soils, and critical habitat areas.

Task 702: Develop practice/measure list. Potential implementation practices/measures will be compiled for review. Examples could include habitat enhancement, sedimentation control, stream grade controls, etc.

Task 703: Determine reasonable alternatives. Reasonable alternatives have been discussed throughout the whole planning process and will be documented in table format for evaluation.

Task 704: Determine practice/measure extents. Practice/measure extents will be identified using output from spatial analysis and map development.

Task 705: Determine treatment increments. This task will identify alternatives and if sequencing or temporal considerations would be necessary for implementation of various alternatives. Possible considerations may include endangered species life cycles, sensitive vegetation communities, etc.

Task 706: Determine practice/measure adoption rates. This task would coincide with Task 705 in consideration of sensitive habitats and life cycles.

Task 707: Identify Permits. Permit considerations will likely include Clean Water Act Section 401 and 404, local floodplain development/impact permits, and NPDES/SWPPP.

Task 708: Define Mitigation Strategies. If and where necessary based on alternatives review and project impacts, mitigation options will be considered.

Task 709: Determine Project Costs for Each Alternative. Costs for various alternatives will be compiled.

Task 700 - Key Understandings: The goal of this task is to summarize and compare various alternative plans to build the foundation for alternative evaluation in Step 6.

Task 700 - Deliverables: Table showing summary and comparison of alternative plans.

Task 700 - Contribution to Plan-EA: Chapter 4 - Alternatives

Task 800: NRCS Work Plan Step 6 - Evaluate Alternatives. The direct, indirect, and cumulative effects from each alternative shall be identified with supporting narrative information in summary form to describe the projects. Supporting information will also include tables, drawings, maps and other graphics.

Task 801: Environmental Evaluation. A comprehensive evaluation will be performed to document findings of alternatives.

Task 802: Evaluate Resource Data. Resources will be evaluated with various soil and water modeling tools as well as health of range, forest and fisheries, etc.

Task 803: Geology. Alternatives will be reviewed with consideration of potential sedimentation impacts and storage requirements for future protection of habitat enhancements and impacts to saline groundwater resources that sustain the unique ecosystem.

Task 804: Hydrology and Hydraulics. Considerations will include the alternatives impacts to surface and groundwater dynamics that sustain unique ecosystems in the watershed. Floodplain impacts will also be evaluated for alternatives.

Task 805: Economics. Economic benefits from alternatives will be evaluated with focus on recreation and unique ecosystem benefits.

Task 806: Identify Direct and Indirect Effects. These effects will be identified and reviewed in compliance with 40 CFR Section 1502.16-Environmental Consequences.

Task 807: Determine Significance of Effects. The comprehensive list of resources from Task 501 will be reviewed to determine significance of effects from alternatives.

Task 808: Develop Mitigation or Reformulate to Avoid Adverse Environmental Effects. Avoidance measures will be considered and documented.

Task 809: Consider compliance with various Code of Federal Regulations (CFR) as outlined in Section 501.10 of National Watershed Program Manual (NWPM). The NWPM will be reviewed to ensure alternatives are evaluated in compliance with federal requirements.

Task 800 - Key Understandings: This task goal is to prepare text that will help the plan reader follow the rationale of plan formulation from the development and comparison of alternatives to the identification of the preferred alternative.

Task 800 - Deliverables: Alternative evaluation tables, figures and maps

Task 800 - Contribution to Plan-EA: Chapter 5 - Environmental Consequences

Task 900: NRCS Work Plan Step 7 - Make Decisions. This step includes a comparison and review of alternatives with LPSNRD feedback utilizing the analyzed economic information.

Task 901: Compare Alternatives. Decisions on alternatives will be made and documented in planning documents.

Task 902: Review Alternatives with LPSNRD and SWCP. LPSNRD and SWCP will be closely involved in review and selection of alternatives.

Task 903: Identify Preferred Alternative. As implied, the preferred alternative will be selected.

Task 904: Determine Level of NEPA Documentation Required. Based on feedback and guidance from NRCS Point of Contact.

Task 905: Prepare Draft Document for Review. The Plan-EA will be prepared in compliance with NRCS Principles and Guidelines and NEPA policy and utilize information gathered and reviewed in previous tasks.

Task 906: Conduct Reviews. The local NRCS office will conduct reviews of the document as will the NRCS National Water Management Center (NWMC) in Little Rock, AK. A public review will also be completed prior to finalization of plan document.

Task 907: Prepare Final Plan-EA. Comments will be resolved and changes will be incorporated into final document.

Task 908: Final Plan Approval. Final step in process includes preparation, signature and publication of FONSI, sign Watershed Agreement/Plan (NRCS and LPSNRD), make required copies of Plan-EA and make request for funding authorization.

Task 900 - Key Understandings: This is the final step in the Plan-EA process. The preferred alternative is selected and various administrative steps are completed to finalize and publicize plan document.

Task 900 - Deliverables: Plan-EA, FONSI, Watershed Agreement/Plan, Funding Authorization Request for Implementation

Task 900 - Contribution to Plan-EA: Chapter 7 - The Preferred Alternative

Chapter 8 – References

Chapter 9 – List of Preparers

Chapter 10 – Distribution List

Chapter 11 – Acronyms, Abbrev., and Short-Forms

Chapter 12 - Index

Exhibit B: TFG 2021 Standard Rate Table

LABOR **HOURLY RATE**

| | |
|---|------------|
| Senior Engineer | 175 |
| Senior Water Resources Specialist..... | 145 |
| Project Manager | 135 |
| Senior Planner | 135 |
| Water Resources Specialist | 125 |
| Senior Designer/GIS Specialist..... | 120 |
| Project Specialist: Senior Biologist/Geologist | 120 |
| Mid-Level Engineer | 100 |
| Project Specialist: Junior Biologist..... | 90 |
| CADD/Engineering Technician..... | 85 |
| Administrative/Clerical | 65 |

EQUIPMENT EXPENSES

CADD/GIS 18

NON-SALARY EXPENSES..... 1.1 times actual cost

Non-salary expenses include, but are not limited to such expenses as the following:

- Cost of transportation
- Subsistence
- Telephone and telefax usage
- Printing, scanning, and reproduction
- Equipment, supplies, and materials
- Sub-consultant charges
- Testing by commercial laboratories

These rates are firm through 31 December 2021.

APPENDIX

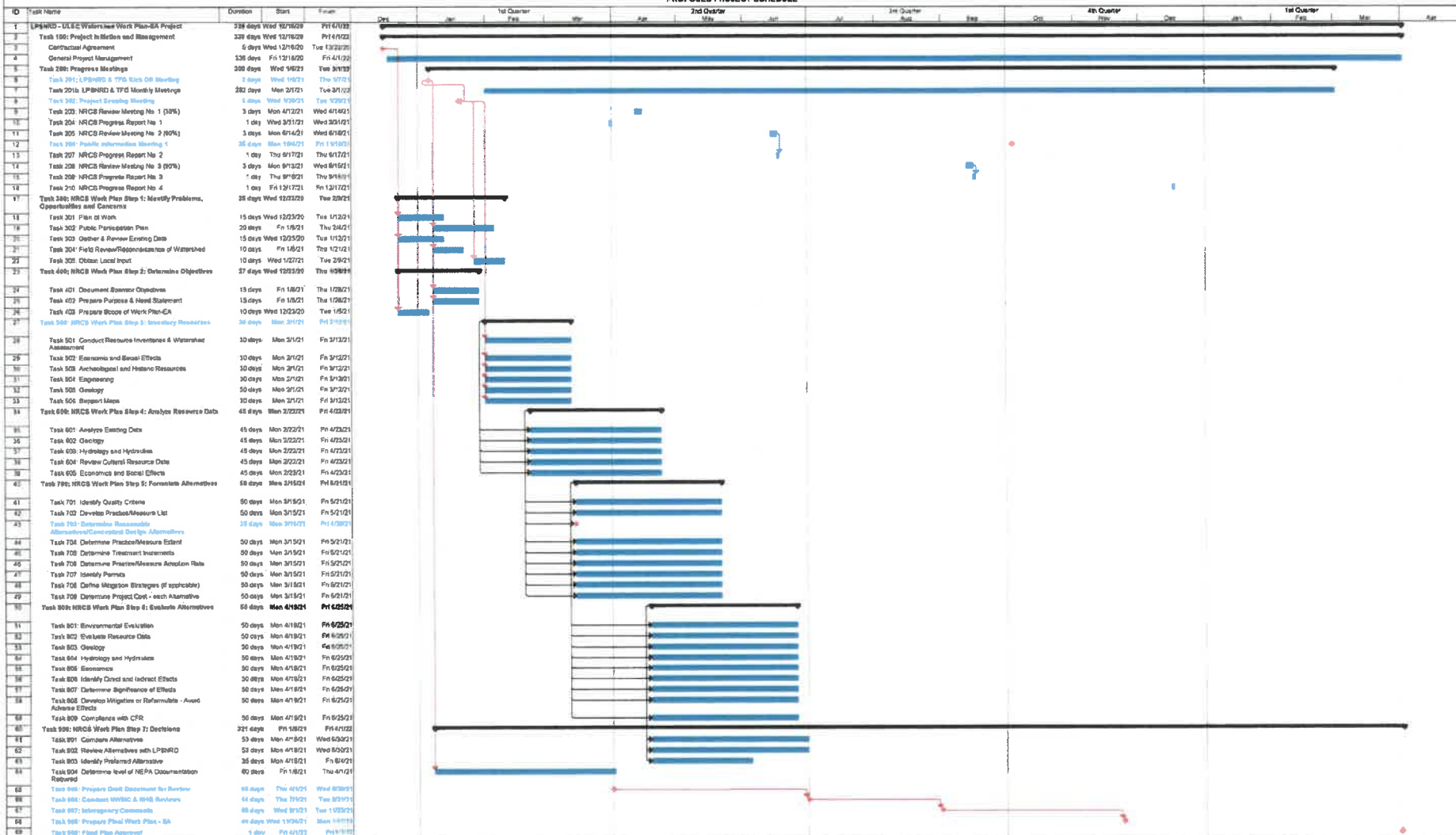
**Lower Platte South Natural Resources District - Little Salt Creek Watershed Plan-EA
Professional Consulting Services - Fee Estimate Summary**

| TASK NO. | TASK NAME/ACTIVITY | HOURS | LABOR | ODCs | TOTAL TASK COST |
|----------------------------|---|--------------|----------------------|--------------------|------------------------|
| 100 | PROJECT MANAGEMENT | 160 | \$ 22,150.00 | \$ 250.00 | \$ 22,400.00 |
| 200 | PROGRESS MEETINGS | 139 | \$ 19,590.00 | \$ 500.00 | \$ 20,090.00 |
| 300 | STEP 1 - IDENTIFY PROBLEMS, OPPORTUNITIES & I | 224 | \$ 31,010.00 | \$ 500.00 | \$ 31,510.00 |
| 400 | STEP 2 - DETERMINE OBJECTIVES | 74 | \$ 10,630.00 | \$ 500.00 | \$ 11,130.00 |
| 500 | STEP 3 - INVENTORY RESOURCES | 363 | \$ 41,285.00 | \$ 3,500.00 | \$ 44,785.00 |
| 600 | STEP 4 - ANALYZE RESOURCE DATA | 363 | \$ 44,455.00 | \$ 1,500.00 | \$ 45,955.00 |
| 700 | STEP 5 - FORMULATE ALTERNATIVES (Chapter 4) | 140 | \$ 21,900.00 | \$ 250.00 | \$ 22,150.00 |
| 800 | STEP 6 - EVALUTATE ALTERNATIVES (Chapter 5) | 402 | \$ 53,830.00 | \$ 250.00 | \$ 54,080.00 |
| 900 | STEP 7 - Make Decisions | 296 | \$ 42,760.00 | \$ 250.00 | \$ 43,010.00 |
| Total Project Hours | | 2161 | \$ 287,610.00 | \$ 7,500.00 | \$ 295,110.00 |



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LITTLE SALT CREEK WORK PLAN-EA
PROPOSED PROJECT SCHEDULE



Project: Little Salt Creek Work Plan-EA
Date: Fri 11/13/20

Task: Ruled Up Task
Message: Ruled Up Milestone
Summary: Ruled Up Progress

Split: External Task
Project Summary

Group By Summary: Inactive Task
Inactive Milestone

Inactive Summary: Manual Task
Manual Summary

Manual Summary Rollup: Manual Summary
Manual Summary

Final-only: Final-only
Progress
Storage

Page 1

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8200 Cody Drive, Suite A
Lincoln, NE 68512-9550
Phone: 402.435.5441
Fax: 402.435.7108
www.flatwatergroup.com

4 December 2020

Dan Schulz
Lower Platte South NRD
PO Box 83581
3125 Portia Street
Lincoln, NE 68521

RE: Review and Recommendation of Bid Proposals for the Berm Repair Project; Marsh Wren Community Wetland and Management Area

Dear Dan:

Email bids were received by The Flatwater Group, Inc. (TFG) per the Notice of Bid. Mailed bids (including any required bid bonds) were required to be post marked on or before 4 December 2020. TFG will verify receipt when they arrive at TFG's office next week. TFG has reviewed the bid proposals and provided a summary spreadsheet for the Berm Repair Project at Marsh Wren. The bid opening was held at the office of TFG at 5:00 PM on 4 December 2020. Four (4) contractors submitted bid proposals for the above-mentioned Project.

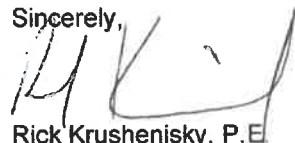
Based on our review of the bids and all unit and extended prices, Gana Trucking & Excavating is the apparent low bidder at \$28,025.72. The Engineer's estimate of probable cost of construction with contingency was \$23,270.00. Gana's bid is approximately 20 percent above the Engineer's estimate. Given the small nature of the project, this variation is not overly concerning. Other bids included Yost Excavating, Inc. (\$46,865.00), H.R. Bookstrom Construction, Inc. (\$35,675.00), and TJ Osborn Construction (\$42,190.00).

TFG has experience with Gana on similar projects and believe they will do a good job. Based on review of the bids, TFG recommends notification of selection for the award of a contract for the Project to Gana pending receipt of mailed bid and accompanying material, if any.

TFG also recommends that we notify Gana and request submittal post bid information per Section 00100 Instructions to Bidders, Paragraph VI Post Bid Information (subparagraph B. Submissions) as soon as possible. It is my opinion that a request for submission of a Contractor's Qualification Statement (subparagraph A) is not necessary based on the nature of the project and past experience with the Contractor.

We look forward to our continued work with you on this phase of this project. Should you have any questions do not hesitate to contact us at (402) 435-5441.

Sincerely,



Rick Krushenisky, P.E.
Construction Manager
THE FLATWATER GROUP, INC.

ec: TFG Project File NGPC-2020-01

| LOWER PLATTE SOUTH NRD | | | | | BIDDER | | Yost Excavating, Inc. Todd Yost 380 S 66 Road Nebraska City, NE 68410 402-209-1098 | | H.R. Bookstrom Const., Inc. Derek Bookstrom 6401 N. 60th Street Lincoln, NE 68507 402-464-4342 | | Gana Trucking & Exc. Jake Whitefoot 2200 Panama Road Martell, NE 402-794-5000 | | TJ Osborn Const. Terry Osborn 5801 Johanna Road Lincoln, NE 68507 402-464-4235 | |
|---|---|------|------------|------|--------------------|-------------|--|------------|--|------------|---|-------------|--|--|
| BID TABULATION MARSH WREN COMMUNITY WETLAND BERM REPAIR PROJECT | | | | | | | | | | | | | | |
| NO. | BID ITEMS | UNIT | UNIT COST | QTY. | EXT. COST | UNIT COST | EXT. COST | UNIT COST | EXT. COST | UNIT COST | EXT. COST | UNIT COST | EXT. COST | |
| 1 | Mobilization and Site Work | LS | \$2,500.00 | 1 | \$2,500.00 | \$20,000.00 | \$20,000.00 | \$2,500.00 | \$2,500.00 | \$5,075.00 | \$5,075.00 | \$14,200.00 | \$14,200.00 | |
| 2 | Excavation | CY | \$13.14 | 30 | \$394.09 | \$20.00 | \$600.00 | \$5.00 | \$150.00 | \$73.33 | \$2,199.90 | \$20.00 | \$600.00 | |
| 3 | Place and Compact Earth Fill | CY | \$16.31 | 85 | \$1,386.00 | \$25.00 | \$2,125.00 | \$35.00 | \$2,975.00 | \$66.66 | \$5,666.10 | \$30.00 | \$2,550.00 | |
| 4 | 1-1/2" Crushed Rock | TON | \$24.29 | 20 | \$485.79 | \$80.00 | \$1,600.00 | \$50.00 | \$1,000.00 | \$60.49 | \$1,209.80 | \$80.00 | \$1,600.00 | |
| 5 | Stainless Steel Welded Wire Mesh, Installed | SF | \$2.50 | 2800 | \$7,000.00 | \$2.75 | \$7,700.00 | \$8.00 | \$22,400.00 | \$2.42 | \$6,776.00 | \$3.50 | \$9,800.00 | |
| 6 | 3" Crushed Rock | TON | \$59.17 | 83 | \$4,911.07 | \$80.00 | \$6,640.00 | \$50.00 | \$4,150.00 | \$52.24 | \$4,335.92 | \$80.00 | \$6,640.00 | |
| 7 | Site Restoration/ Preparation | LS | \$1,000.00 | 1 | \$1,000.00 | \$7,500.00 | \$7,500.00 | \$2,000.00 | \$2,000.00 | \$1,860.00 | \$1,860.00 | \$6,000.00 | \$6,000.00 | |
| 8 | Erosion Control Blanket | SY | \$2.39 | 100 | \$238.73 | \$7.00 | \$700.00 | \$5.00 | \$500.00 | \$9.03 | \$903.00 | \$8.00 | \$800.00 | |
| ESTIMATED CONSTRUCTION COST SUBTOTAL | | | | | \$17,900.00 | | | | | | | | | |
| CONTINGENCY 30% | | | | | \$5,370.00 | | | | | | | | | |
| ENGINEER'S ESTIMATE | | | | | \$23,270.00 | | | | | | | | | |
| TOTAL BID | | | | | | | \$48,865.00 | | \$35,675.00 | | \$28,025.72 | | \$42,190.00 | |
| RANK | | | | | | | 4 | | 2 | | 1 | | 3 | |

Dan Schulz

From: Paul Zillig
Sent: Wednesday, November 18, 2020 12:16 PM
To: Jay Seaton; Dan Schulz
Subject: FW: NRCS RCPP - Nebraska Forest Restoration Partnership UPDATE

Please review and let me know of the next steps we need to take?

Paul

From: Adam Smith <asmith11@unl.edu>
Sent: Wednesday, November 18, 2020 11:46 AM
To: Bob Hilske <bhilske@nemahanrd.org>; Mike Murphy <mmurphy@mnnrd.org>; Dennis Schueth <dschueth@uenrd.org>; msousek <msosek@lenrd.org>; Terry Julesgard <terryj@nntc.net>; Pat O'Brien <obrien@unwnrd.org>; John Winkler <jwinkler@papiionrd.org>; John Berge <jberge@nprnd.org>; Lyndon Vogt <vogt@cpnrnd.org>; Jack Russell <jrussell@mnrnd.org>; John Thorburn <jthorburn@tribasinrd.org>; David Eigenberg <deigenberg@upperbigblue.org>; Annette Sudbeck <asudbeck@lcnrd.org>; Russ Callan <rcallan@llnrd.org>; Paul Zillig <pzillig@lpsnrd.org>; David Clabaugh <clabaugh@lbbnrd.net>
Cc: John Erixson <jerixson2@unl.edu>; Steven Rasmussen <steve.rasmussen@unl.edu>; Jorden Smith <jsmith145@unl.edu>; Pam Bergstrom <pbergstrom2@unl.edu>; Richard Woollen <rwoollen1@unl.edu>; Jason Severe <jsevere2@unl.edu>; Fred McCartney <fmccartney2@unl.edu>; H Nickerson <hnickerson1@unl.edu>; Bryce Gerlach <bgerlach5@unl.edu>; Rachel Allison <rachel.allison@unl.edu>; Mark Frickel <mfrickel2@unl.edu>; Beth Arens <barens2@unl.edu>; Steve Karloff <skarloff1@unl.edu>; Jay Seaton <jseaton.forester@lpsnrd.org>
Subject: NRCS RCPP - Nebraska Forest Restoration Partnership UPDATE

Nebraska Forest Restoration Partnership (NFRP) NRD partners,

I hope everyone is doing well. On Monday, I had the opportunity to meet with NRCS to begin discussions regarding the finalization and implementation of our NFRP-RCPP financial assistance. I was pleased to hear that there will be significant flexibility built into the program regarding how the program can be implemented and what specifically can be cost-shared, based on current NRD prices and processes. Having such a diverse group of partners would be a bit daunting without flexibility as each NRD implements tree cost-share a bit differently.

Below are the highlights from our discussion:

- Each NRD will be able to utilize their own tree program/NSWCP financial assistance cost docket as the basis for their program.
 - These will need to be sent to NFS so I have them in the NRD file whenever they are updated.
 - Prices and components can change annually or depending on the frequency of the docket edits
 - Windbreak/conservation tree practices which are eligible for reimbursement include and are limited to:
 - Windbreak establishment
 - Windbreak renovation
 - Tree and shrub site prep
 - Tree and shrub establishment
 - The components for these practices (stock type, planting method, drip irrigation, weed barrier, mulch, etc) can vary based on what your NRD chooses to fund.
- NFRP will reimburse the NRD up to 25% of the project eligible costs (the above practices) based on the current NRD docket.
 - It would be best to establish exactly how each NRD's program will adjust their financial assistance program with the addition of NFRP funding.

- This should align with our discussions during the proposal development phase as the match that was committed by each NRD was based on those discussions.
- NRD tree program changes as a result of this funding were commonly (these are just examples):
 - Increase current 50% to 75%
 - Maintain current 50% or 75% and offset current funding
 - Start a pilot program for windbreak renovation
- NFS and each NRD will establish a consistent reimbursement process (annually, quarterly, monthly, etc.) when the NRD will invoice NFS for reimbursement of the financial assistance administered by the NRD.
 - Exactly what the documentation for this will look like is still unclear.

Unfortunately, it sounds like we are still a month or two away from when the agreements with NRCS will be finalized. However, tree project planning can occur now and NFRP will be available for the spring 2021 tree season (as long as the costs being reimbursed have not been incurred prior to the completion of the NRCS/NFS Partnership Agreement).

I will be providing an NFRP update at the NRCS State Technical Committee meeting on December 3rd for those who attend those meetings. In the meantime, if you have any questions please don't hesitate to reach out via email or my cell phone at 402-709-0445 (as I am still working from home).

Thanks and have a good rest of your week (and rifle season),
Adam



Adam Smith
Chief, Forestry and Fire Bureau
University of Nebraska–Lincoln
[Nebraska Forest Service](#)
(402) 444-6222 ext. 278
8901 S 154th St, Omaha, NE 68138

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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

TO: Recreation, Forestry & Wildlife LPSNRD Subcommittee
FROM: Jay Seaton, Forester
DATE: December 3, 2020
SUBJECT: Lower Platte South NRD FY 2021 Tree Voucher Program Draft #1

The Lower Platte South Natural Resources District (“District”) has budgeted funds for the purpose of sharing the total cost of trees and planting for the good of urban forest. Below is a draft for program rules, applications, desired applicants and District administering guidelines.

Applications will be awarded on a “first come, first serve” basis. Funds will be limited, so early applications are encouraged. Maximum of 1 tree per applicant AND location per year. Applications will be accepted year around until available funds are expended. If applications are complete and meet all the guidelines, they will be approved by the District Forester. Applicants give permission for District Forester to visit site to inspect planting area and planted tree.

Applications must meet the following minimum criteria prior to applying:

- Tree planting location must be within the District. [See map.](#)
 - Can be on public ground, right-of-ways, common areas, etc., with proper approval.
 - Can be on private ground.
 - The property cannot be commercial.
 - Land cannot be owned by the United State government, the State of Nebraska, and/or any political subdivision of the State of Nebraska (i.e. county, city, local government).
- Applicant must be a resident of the District.

Applications submitted to the District must have the following:

- Applicant’s name, permanent address, phone number, and email.
- Address of tree planting with:
 - Detailed map of exact location of future tree placement.
 - Pictures of tree placement location, to insure no trees will be placed under power lines.

- Confirmation of request for tree planting, via email receipt, from Digger's Hotline, 811.
 - Applicants are required to call Digger's Hotline (811) prior to any planting.
- List of species Applicant desires to plant.
 - Minimum of 3 species must be listed, but more are encouraged.
 - No shrubs, grass, flowers and orchard trees.
 - Species not recommended for the District will NOT be approved. [See list.](#)

Applicants in the Tree Voucher Program will obtain trees through a local nursery, approved by the District. The District will utilize a nursery under the Nebraska Department of Agriculture's [Nursery Stock Distributor List](#).

The District will provide the following:

- Technical expertise for tree planting location, tree selection, proper planting and maintenance.
- Provide cost assistance in purchasing trees up to 75%.
 - No cost share will be for the nursery to plant, but it will be encouraged.
 - Applicant is responsible for nursery planting cost.
- Establish agreement with a local nursery to provide trees for Applicants.
 - Agreement will be to offer a diverse range of tree species.
 - Applicant will pay the full amount to the nursery for the tree.
- Upon approval, Applicant and District will sign Tree Voucher Agreement.

In order for the Applicant to receive reimbursement, they must submit the following:

- Signed and dated cost-share request form.
- Receipt from the nursery.
- Confirmation of request for tree planting, via email receipt, from Digger's Hotline, 811.
 - Applicants are required to call Digger's Hotline (811) prior to any planting.
- Pictures of planted tree.

All approved projects must be completed before June 1st. This allows the District Forester the month of June to inspect the plantings and issue payment before the end of the fiscal year, which is July 1st.

I submit this draft now for review. If you have any questions, comments, changes and or concerns, please let me know.

Sincerely,

Jay Seaton
Lower Platte South NRD Forester



Great Plains
Trails Network



November 16, 2020

Paul Zillig, General Manager, Lower Platte South NRD
3125 Portia Street
Lincoln, NE 68521

Paul,

The organizations of the MoPac Alliance would like to thank the staff of the Lower Platte South NRD for the assistance in our recent work to add informational kiosks to the MoPac trailheads in Cass County. Your willingness to partner and your support of the trail in general has added tremendous value to the work we do.

Along those lines, we'd like to explore the possibility of additional improvements on LPSNRD property in Cass County. Namely, we'd like to know more about the feasibility of the following:

- Extending the trail east from the Wabash trailhead to 334th.
- Adding a small parking area and improving the trailhead at Wabash
- Adding improvements to the trailhead near the Lied Bridge.

Additionally, we are always interested in any opportunities that may arise which would close the gap between the two trailheads.

Please let us know your thoughts and how we can support any work that can be done on our proposed ideas. Thanks again for all that you do!

Sincerely,

A handwritten signature in black ink that reads "Julie Harris".

Julie Harris, Bike Walk Nebraska
On behalf of the MoPac Alliance

Oak Creek Trailhead Area, Valparaiso



Map Created: November 2020 - LPSNRD, sdr

0 50 100 200 300 Feet



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