



LOWER PLATTE SOUTH natural resources district

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MEMORANDUM

Date: July 13, 2022

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 Tuesday, July 12, 2022, at 5:37 p.m., the Recreation, Forestry and Wildlife subcommittee met in the Large Conference Room. Subcommittee members present; Anthony Schutz – Chair, Tom Green, Christine Lamberty, Luke Peterson, Mark Spangler, Ray Stevens, John Yoakum, and Don Jacobson. Other attendees were Gordon Coke (The Flatwater Group), Rick Krushenisky (The Flatwater Group), Tom Malmstrom (City of Lincoln), Deborah Eagan, Paul Zillig, David Potter, Ariana Kennedy, and Will Inselman.

First item on the agenda, was the request for additional funds to be used for the acquisition of the Kreiner saline wetland property, made by Tom Malmstrom with the City of Lincoln. In September 2021, the LPSNRD Board of Directors approved the use of \$200,000 in District funds toward the acquisition of the Kreiner saline wetland tract, however, negotiations fell short with the family at that time. Over the last few months, subsequent negotiations led to another appraisal, which came in higher due to rising property values. Thus, Tom Malmstrom with the City of Lincoln and Saline Wetland Conservation Partnership, requested some additional funds from the NRD and other partners. Tom requested that the LPSNRD provide up to \$100,000 of additional funds for the acquisition of the Kreiner property.

It was moved by Stevens and seconded by Peterson and approved to recommend the Lower Platte South NRD Board of Directors approve the request from the Saline Wetland Conservation Partnership to provide additional funding, not to exceed \$100,000, towards the acquisition of the Kreiner saline wetland tract.

Motion passed; 7 voting yes, 1 not voting (Spangler)

Not Voting: Spangler

Second on the agenda, was the mentor hunt agreement on Warner Wetlands with the Nebraska Game and Parks Commission. The Nebraska Game and Parks Commission (NGPC) is requesting the renewal of the mentor hunt agreement at Warner Wetlands. LPSNRD has cooperated with NGPC for the last several years with this program and the area has seen significant use, with 43 hunt days last year on the property, with two deer harvested. This agreement has been renewed on an annual basis, however considering the history of this agreement and the intention to continue this agreement into the future, LPSNRD staff and NGPC propose an agreement that would remain in place until terminated in writing by either party.

It was moved by Yoakum and seconded by Stevens and approved to recommend the Lower Platte South NRD Board of Directors approve the Mentor Hunt Agreement between the Lower Platte South NRD and the Nebraska Game and Parks Commission for mentored archery hunting on the Warner Wetlands Property.

Motion passed 8-0

Third on the agenda, was the Cottontail Wildlife Management Area grassland restoration agreement with Nebraska Game and Parks Commission. LPSNRD staff has made plans to restore approximately 54 acres of grasslands on Cottontail WMA this next fiscal year in cooperation with the Nebraska Game and Parks Commission (NGPC). NGPC, using federal Pittman-Robertson funds, will provide 75% cost-share on the total cost of the project, up to \$45,000. The project will remove all invasive woody vegetation on two separate tracts with mechanical and chemical treatment. The project would be completed by April 15, 2023 with the NRD responsible for additional herbicide follow-up treatments in 2024 and 2025. This project will greatly improve the wildlife habitat and public access on this site. LPSNRD staff is excited for this opportunity to work with NGPC and hopes to get funding from them for more projects in the future.

It was moved by Stevens and seconded by Green and approved to recommend the Lower Platte South NRD Board of Directors approve the agreement between the Lower Platte South NRD and the Nebraska Game and Parks Commission to conduct a grassland restoration project on Cottontail WMA, with the Nebraska Game and Parks Commission providing 75% cost-share on the total project cost, up to \$45,000.

Motion passed 8-0

Fourth on the agenda, was the Schleich Wetland headcut repair engineering services proposal from The Flatwater Group. LPSNRD staff requested a proposal from The Flatwater Group for their services to repair a growing headcut on Schleich Wetland. The Flatwater Group had previously completed a similar project on the northwest end of the property. This headcut has compromised the existing mowed path on the area and continues to grow larger. The proposal outlines the Scope of Work required to complete the project, with a timeline to completion of November-December 2022. This proposal contains an upset limit of \$35,000 to cover all labor and other direct expenses incurred for the project.

It was moved by Yoakum and seconded by Stevens and approved to recommend the Lower Platte South NRD Board of Directors approve the engineering services agreement from The Flatwater Group for the project design to repair the headcut on Schleich Wetland, with an upset limit of \$35,000, subject to legal counsel review.

Motion passed 8-0

Last on the agenda, were staff updates and reports on various projects. Reports/updates: FY 22 All Forestry Program Updates, Homestead Trail bridge #9, Wabash trailhead, Oak Creek Trail repair. Gordon Coke from The Flatwater Group was also present to give an update on the Little Salt Creek WFPO project. He provided a summary of where we are in the process of getting the proposal approved and talked about all of the projects we hope to complete within the watershed.

Meeting adjourned at 6:40 p.m.

PC: RF&W subcommittee file

July 6, 2022

Paul Zillig
General Manager
Lower Platte South Natural Resources District
3125 Portia Street
P.O. Box 83581
Lincoln, Nebraska 68521-3581

RE: Matching funds for land acquisition

Dear Paul:

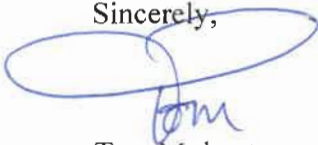
At the Lower Platte South Natural Resources District (LPSNRD) Board of Directors on September 15, 2021, the Board approved to provide \$200,000 in acquisition assistance for the Kreiner Saline Wetland property located along North 27th Street in Lancaster County. This 157-acre property lies between Frank Shoemaker Marsh and the Glacial Hill saline wetland management areas. An agreement between the family and the city could not be reached based on the appraised value of said property in 2021.

Recently a new appraisal was completed. With the increase of land values over time, the Saline Wetlands Conservation Partnership (SWCP) anticipates the appraised value of this property will increase. The increase in value will assist in future negotiations with the family. To date, the SWCP has commitments from the LPSNRD, Federal Section 6 funds, Nebraska Game and Parks Commission, and a private donor for approximately \$900,000. It is expected the cost for this land acquisition will be in excess of this amount.

Additional funding may be needed to meet the appraised value. The SWCP is respectfully requesting the LPSNRD to provide additional funding of up to \$100,000 for the acquisition. We continue to look for other funding opportunities, which will assist in the acquisition of this important conservation property.

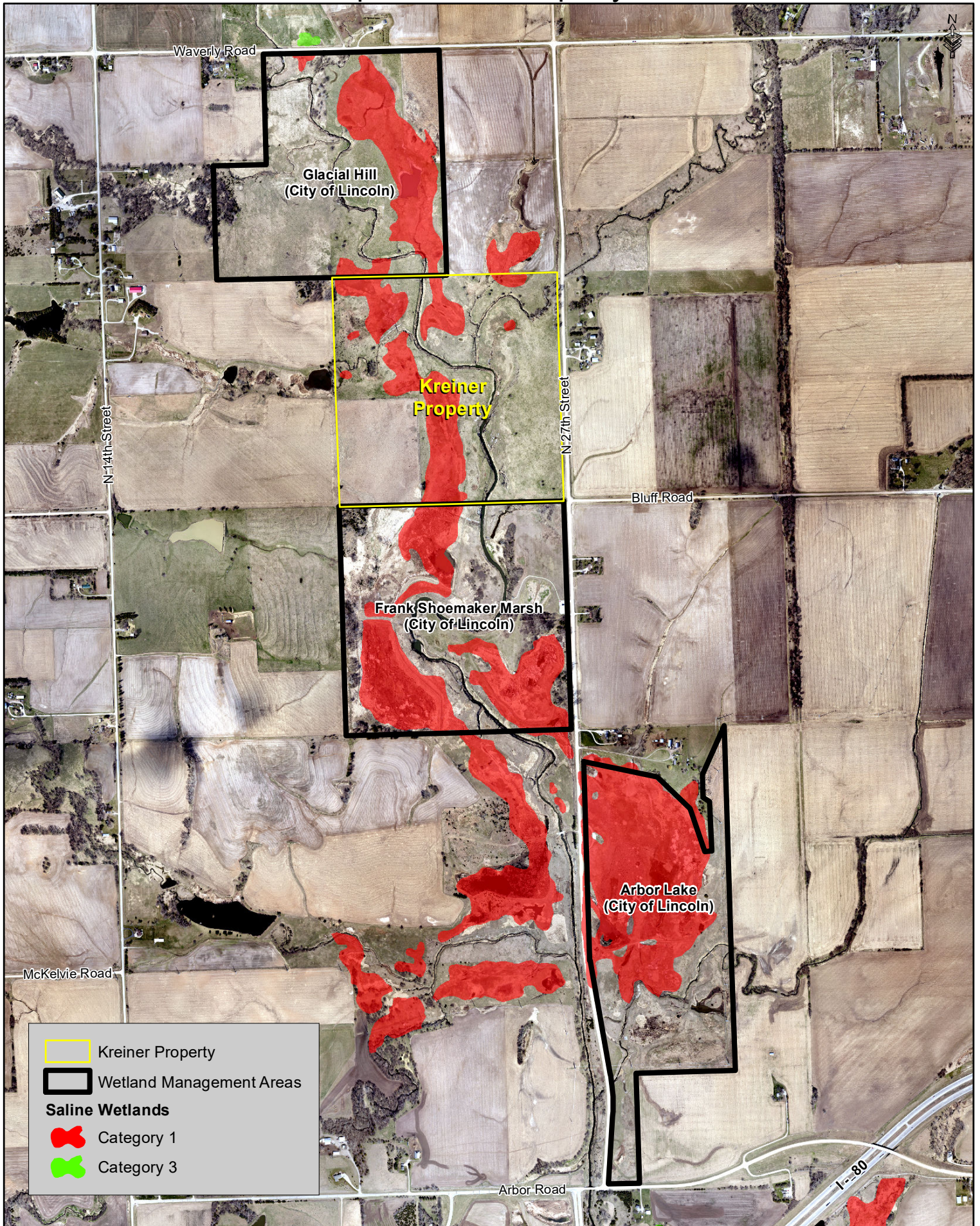
The City of Lincoln and the SWCP appreciates the continued partnership and support of the LPSNRD efforts to conserve and manage natural resources and looks forward to future opportunities to work together. Thank you for your consideration of this request.

Sincerely,



Tom Malmstrom
Natural Resources Coordinator
Saline Wetlands Conservation Partnership

Area Map - Kreiner Property Review



Map Created: September 2021
Lower Platte South NRD

0 1,000 2,000
Feet



MENTORED HUNT AGREEMENT

Between Lower Platte South Natural Resources District and Nebraska Game and Parks Commission

I. INTRODUCTION:

The entities listed above are interested in the Mentored Youth Hunting Program, and this Memorandum of Understanding (Agreement) outlines general hunt guidelines and the obligations and responsibilities of Lower Platte South Natural Resources District (NRD), and the Nebraska Game and Parks Commission (NGPC) regarding mentored archery hunting on Warner Wetlands properties located in Township 11 North, Range 7 East, Section 26 of Lancaster County (“Warner Wetlands Property”). This Agreement shall remain in place until termination upon ninety (90) days written notice by either property.

II. PURPOSE:

The goals of the Nebraska Game and Parks Commission are to:

- Provide youth hands-on application of Hunter Education course principles and concepts;
- Teach youth, by example, the techniques, ethics and sportsmanship of hunting;
- Encourage the importance of practice and preparation;
- Instill in youth an excitement for bow hunting and outdoor related activities;
- Assist youth in developing a personal understanding of hunting success which rests in the experience rather than the harvest;
- Provide hunting opportunities for youth who otherwise lack a mentor and opportunity; and
- Utilize hunting as an appropriate conservation practice to manage game populations on private property.

The joint goal of NRD and NGPC is to manage the game populations on Warner Wetlands Property and provide local youth with educational based recreation through appropriate conservation practices.

III. RESPONSIBILITIES OF PARTIES:

A. NGPC RESPONSIBILITIES

1. Coordinate mentored youth archery deer and turkey hunts on Warner Wetlands Property
2. Develop hunt criteria, in concert with NRD, to include seasons and eligibility for youth and mentors under the Program.
3. Recruit, select and assign youth and mentors.
4. Develop mechanism for, and provide written permission to, selected youth and mentors to hunt Warner Wetlands Property.
5. Provide NRD with adequate signage.
6. Provide NRD with padlock & key as mutually agreed upon.
7. Provide NRD with list of selected hunters and hunters’ vehicle descriptions and license plates.

8. Provide NRD with a list of assigned mentors and the youth they are assigned to mentor.
9. Nebraska Conservation Officers will patrol the area in the course of routine duties and respond to calls regarding problems relating to the Program.
10. Provide each authorized mentor a vehicle placard.
11. Complete Criminal History checks on all mentors participating in the Program.

B. NRD'S RESPONSIBILITIES

1. Work together with NGPC staff to develop hunt criteria under the Program, including seasons and eligibility for youth and mentors.
2. Identify designated hunting areas on Warner Wetlands Property (see attached map; exhibit A).
3. Erect and maintain signs provided by NGPC.
4. Seek prosecution of individuals, with assistance from NGPC personnel and local law enforcement agencies, found hunting without permission. NRD retains the right to decline or not pursue prosecution in individual cases.
5. Designate vehicle access and parking areas on Warner Wetlands Property.
6. Provide access during the youth hunting seasons and pre-hunt scout dates, as provided below, to selected youth hunters and mentors.
7. Deny access to Warner Wetlands Property for hunting purposes to all individuals except those listed as: (1) NGPC employees assigned, scheduled or authorized access by NRD or NGPC; (3) Selected mentors or youth, (4) Nebraska Conservation Officers or other security personnel, as outlined in this agreement; or (5) other persons based on mutual agreement between NGPC and NRD.

IV. LIABILITY:

NRD is entering into this agreement under provisions of Nebraska Revised Statutes § 13-910(13)(a) of the Political Subdivisions Tort Claims Act. This Act in part limit liability for recreational activities on land leased, owned or controlled by a political subdivision when those participating in such recreational activities have not provided monies for their participation to the landowner.

NRD is providing access to Warner Wetlands Property for youth mentored hunts without any form of compensation from the NGPC, its agents or volunteers and as such, shall have limited liability under Neb. Rev. Stat. § 13-910. All hunters accessing the NRD Property as part of the Mentored Youth Hunting Program shall carry volunteer liability insurance coverage as provided to them by NGPC.

Except as limited by Article XIII, Section 1 of the Nebraska Constitution, each party shall indemnify and hold harmless the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease **including COVID-19 or novel coronavirus**, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies, of insurance (or a self-insurance program) to cover any claims to the extent the parties are liable and not subject to any limits on judgment. Nothing in this Agreement shall require either party to indemnify or hold

harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

V. PROGRAM OVERVIEW:

Youth Archery Deer & Turkey Program. Youth, 12 through 17 years of age who have successfully completed Bow Hunter Education and who reside in Douglas, Sarpy, Cass, Saunders, or Lancaster counties, will be mailed information packets by NGPC outlining the youth mentored hunt opportunities. If an excess number of youth apply for the hunt openings, youth new to the program will be given priority. Youth will be assigned a mentor by NGPC. Each mentor will be assigned youth hunters by NGPC. One youth must accompany the mentor to access Warner Wetlands Property during the hunting season; neither the mentor nor youth shall have access to Warner Wetlands Property without the other during the archery season unless mentors need to move stands or trail wounded game. Mentors shall be within 70 yards and visual range of their youth on Warner Wetlands Property for the first three outings and within 70 yards of their youth at all times for the archery program.

Other Hunting Programs. The NGPC will work with NRD to establish mentored youth hunting opportunities under the Program for waterfowl hunting.

VI. SEASONS

A. HUNTING SEASONS.

1. The archery deer hunt shall fall within the regular statewide archery deer season and/or the appropriate seasons choice deer season in accordance with the dates established in NGPC orders and rules and regulations, unless otherwise altered by the NGPC or NRD.
2. The archery turkey hunt shall fall within the regular statewide fall archery turkey season and the regular statewide spring archery turkey season established by NGPC orders and rules and regulations, unless otherwise altered by the NGPC or NRD.

B. SCOUTING TRIPS/PREPARATION. Mentors and their assigned youth shall have access to Warner Wetlands Property: August 1 – 31, for Fall Scouting Trips; March 1 – 25, for Spring Scouting Trips. Scouting Trips will take place from dawn to dusk to familiarize participants with the property, observe animal sign, select hunting areas and erect hunting stands or blinds. Mentors may invite their assigned youth's parents to accompany the mentor and youth on one scouting trip prior to the Archery season opening date. Youth family members shall have no other access to NRD's property.

C. CLOSING PROPERTY DURING SEASONS. NRD and the NGPC retain the right to close Warner Wetlands Property, or any portion of Warner Wetlands Property, during the Seasons, from hunting, as they deem appropriate. Specific hunt details will be developed jointly by NGPC, NRD, volunteers, mentors, and youth hunters. All hunting dates are to be mutually agreed upon by NRD and NGPC. NRD reserves the right to exclude hunting on approved dates, at their discretion.

D. APPLICABLE LAWS. During the Seasons, all applicable Nebraska laws and hunting rules, regulations and Commission Orders apply. All hunters and mentors must carry the required permits, stamps and certification in their possession while hunting. All participants must carry a picture ID on their person and

willingly present such to any law enforcement personnel, security personnel or other NGPC staff, upon request. Additional conditions or restrictions must be adhered to by all hunters as developed by the NGPC and/or NRD.

- E. ACCESS TO PROPERTY DURING SEASONS. For purposes of the hunts under this Program, no other NGPC personnel shall have access to designated hunting areas on Warner Wetlands Property, except for Nebraska Conservation Officers, law enforcement personnel, NGPC Education Staff or persons assigned, scheduled or authorized by NRD.
- F. YOUTH WATERFOWL PROGRAM: The NGPC will coordinate efforts with trained mentors from a local waterfowl conservation organization to provide mentoring opportunity that will focus on Lancaster County youth, 12 through 15 years of age who have successfully completed Hunter Education. If an excess number of youth apply for the hunt openings, youth new to the program will be given priority. A youth must accompany each mentor to access Warner Wetlands property during the hunting season; neither the mentor nor youth shall have access without the other during the waterfowl season. Mentors shall be within unaided visual and verbal range of their youth at all times on the Warner Wetlands property. Participants may harvest any legal waterfowl species during its respective open season. All game harvested shall be reported to the NGPC Outreach Coordinator.

VII. GENERAL REQUIREMENTS AND GUIDELINES

- A. Participant youth hunters and mentors must attend a mandatory visit to Warner Wetlands Property, prior to hunting, to be held on a mutually agreed date between NRD, participants and NGPC.
- B. Mentors shall follow state hunting regulations pertaining to Accompaniment, being within unaided visual and verbal range of the youth hunter while on Warner Wetlands Property.
- C. The archery season shooting hours are one-half hour before sunrise to one-half hour after sunset for deer and one-half hour before sunrise to sunset for turkey. Youth hunters and their mentor may access Warner Wetlands Property one hour before shooting hours begin and depart one-half hour after shooting hours close. Hunters harvesting game near the close of shooting hours will remain on Warner Wetlands Property until the game is recovered or tracking efforts become futile.
- D. Participants, including youth hunter and mentor, shall only access Warner Wetlands Property through the designated entrances at Warner Wetlands Property.
- E. Warner Wetlands: Hunters shall access the site via 98th Street. All parking shall be conducted in designated areas approved by NRD.
- F. All participants entering or leaving Warner Wetlands Property shall display a placard provided by NGPC in a visible location on the vehicle.
- G. Hunting shall only be conducted in areas designated by NRD.

- H. All vehicles shall remain on NRD approved roadways while accessing Warner Wetlands Property, unless NRD provides permission for off-road use and such use will not cause undue damage to roads. If NRD allows off-road travel, only ATV's will be allowed off-road for the retrieval of game or movement of stands. NRD shall not assist with stuck vehicles.
- I. NGPC will provide signage for Warner Wetlands Property which signs are to be erected and maintained by NRD.
- J. NRD agrees to seek prosecution of individuals, with assistance from NGPC personnel and local law enforcement agencies, found hunting without permission.
- K. Hunting stands and blinds must be removed from Warner Wetlands Property by the hunter, mentor or youth no later than January 31, each year, weather permitting. The name of the hunter/owner must be permanently marked on each stand. NRD shall not have responsibility or liability for any stand or their use in cases pertaining to theft, personal injury or property damage.
- L. All game harvested shall be reported to the NGPC Outreach Coordinator.
- M. Participants in the Program may harvest either an antlered or antlerless deer on Warner Wetlands Property. If a mentor harvests an antlered deer during the mentored hunt, the mentor's following deer must be antlerless deer. Youth and mentors possessing a second archery deer permits may fill the second archery deer permit on the Property.
- N. The parties, in determining eligibility for participation in these programs administered by the NGPC, shall not discriminate on the basis of because of race, color, religion, national origin, ethnicity, disability, age, gender, gender identity, sexual orientation, genetic information, familial status, veteran status, marital status or political affiliation.

VIII. MEMORANDUM OF UNDERSTANDING CONTACTS:

- **Aaron Hershberger**, Outdoor Education Specialist, Nebraska Game and Parks Commission
 - 402-471-6144 office
 - 402-326-8452 cell
- **Will Inselman**, Resources Coordinator, Lower Platte South Natural Resources District
 - 402-476-2729 office
 - 402-432-5727 cell

ATTEST

Nebraska Game and Parks Commission

Lower Platte South Natural Resources District

Signature

Signature

Title

Title

Date

Date

**WILDNebraska,
Wildlife Extension Agreement**

**Cottontail Wildlife Management Area,
Grassland Enhancement**

This agreement dated **July 1, 2022**, between the **Lower Platte South Natural Resources District** (NRD) and the **Nebraska Game and Parks Commission** (NGPC) is entered into pursuant to authority contained in Sections 13-801 to 13-807 inclusive, Revised Statutes of Nebraska.

Lower Platte South NRD, 3125 Portia St, Lincoln, NE 68521, hereby agrees to participate with NGPC in conducting certain wildlife management practices on lands owned and managed by the NRD in Lancaster County, State of Nebraska described as follows: Part of the E2 Section 20, Township 8 North, Range 6 east, as outlined in the attached maps (Exhibit B). The project site is the 148-acre Cottontail Wildlife Management Area.

The NRD in signing this agreement agrees to join as a participant in a wildlife management program and grants to NGPC, or their assignees, the authority to complete the wildlife habitat developments, or to personally carry out wildlife management activities with financial or material support, as described in the attached special provisions (Exhibit A). Any donation of supplies, equipment, or direct payment from NGPC to the NRD for carrying out the habitat developments, is also included in the attached special provisions (Exhibit A).

The term of this agreement will be for 10 years beginning July 1, 2022, and ending July 1, 2032. Payment as appropriate will be made as described and agreed to in Exhibit A.

This agreement may be modified at any time by mutual written consent. It may also be terminated in writing by either party thirty (30) days in advance. If terminated by the NRD, the NRD will reimburse the NGPC for their portion of the cost of the habitat developments placed on the land.

The NGPC does not assume jurisdiction over the premises by this agreement. The NRD will allow the general public access to the area for recreational hunting and other designated purposes. The NGPC, their agents, or assignees reserve the right to enter the land at reasonable times for wildlife habitat development and management purposes and to inspect completed work. NGPC assumes no liability for damage or injury other than that caused by their own negligence, on the described lands. Specific work to be completed is documented in Exhibit A.

At the end of this agreement, the NRD assumes full and complete responsibility for all wildlife habitat developments made during this agreement on the described lands. There shall be no obligation to any of the agencies of the agreement after the term of the agreement has expired.

The NRD will be responsible for securing any necessary permits. Technical advice and support will be provided by NGPC in the application for permits.

The NGPC is prohibited by law from making obligations that exceed available funds; therefore all payments by NGPC shall be made only from appropriated funds. If such funds are not appropriated by the Legislature to do the wildlife habitat development work within the time or in the manner prescribed in the special provisions, NGPC will advise the NRD of its lack of appropriate funding as soon as practicable.

The primary contact for NGPC will be Scott Luedtke, District Manager, Nebraska Game and Parks Commission, 2200 N 33rd St, Lincoln, NE 68503; (402) 471-5561, who will coordinate work with all the parties involved in this project. The primary contact for the NRD will be Will Inselman, Lower Platte South NRD, 3125 Portia St, Lincoln, NE 68521; (402) 476-2729.

The parties shall require every contract to which it is a party to contain a provision requiring a contractor or its contractors not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to their hire, tenure, terms, and conditions of employment, because of race, color, religion, age sex, sexual orientation, gender identity, genetic information, national origin, disability, familial status, veteran status, or marital status.

Lower Platte South Natural Resources District

Date

Nebraska Game and Parks Commission

Date

EXHIBIT A ***Special Provisions***

Agreement #: WN-SE-2022-03

The wildlife habitat developments described below are agreed to by the Lower Platte South Natural Resources District (NRD) and the Nebraska Game and Parks Commission (NGPC), in an Agreement dated July 1, 2022. The above-mentioned parties are entering into this Agreement to enhance wildlife habitat and provide increased recreational opportunities to the public on the Cottontail Wildlife Management Area.

In recent decades the prairies in this area have increasingly been broken for farming or degraded by woody plants and other invasive species. Overgrazing and management for non-native plants have led to a lack of plant diversity and structure on many prairies and native grasslands. The rapid expansion of trees, lack of rest periods, and lack of fire have led to reduced patch size, habitat fragmentation, short stature foliar architecture, and an overall decline in the grassland quality in many of the native prairies. This change has also resulted in lower forage production and reduced habitat for many wildlife, such as grassland nesting birds.

Purpose of the Project:

The purpose of this project is to manage grassland habitat for the benefit of resident game species, migratory grassland birds, and other wildlife species while enhancing recreational opportunities. Through this project, the uplands will provide productive habitat of varying structure.

This project involves recovering and managing the native grassland community by removing invasive woody species (e.g., eastern red cedar, autumn olive, and etcetera) and creating a manageable site. The restoration and management of this grassland will promote and encourage a diverse and vigorous native plant community and will enhance habitat for a variety of wildlife species requiring a diversity of vegetative structure.

Project Specifications:

In this project, approximately 54 acres of grasslands will be cleared of invasive woody plants, in two separate units. Additionally, there will be one herbicide treatment of the cleared units, to control resprouting woody vegetation and smaller woody plants not initially cut during the clearing process. Future management to retain the cleared areas will be at the discretion of the NRD.

Tree Clearing

All woody vegetation within the defined units will be removed with bobcats, tree shears and/or other necessary equipment to ground level. The stumps of all deciduous trees 2" DBH and larger will be treated with an appropriate chemical immediately following cutting to prevent re-sprouting. The trees will be stacked in tight piles approximately the size of two pickup trucks parked side by side. Stacked trees will be greater than 50' from unit boundaries to allow for future burning. Burning brush piles will be accomplished at the NRD's discretion and as soon as practical after clearing. Tree clearing will occur outside the migratory bird nesting window of April 15-July 15 and deciduous

trees may not be cut until July 31 to allow for long-eared bat roosting. Trees in exterior fences and road ditches will be cleared separately by the Cooperator. Tree clearing and stacking should be completed by April 15, 2023.

Herbicide Treatment

Garlon 4 Ultra or equivalent active ingredient with dye is required to identify treated stumps, during the tree clearing process. Garlon 3 or equivalent active ingredient is required for the follow up foliar treatment.

Project Timeline

- Cut and pile trees and shrubs - treat stumps Aug. 1, 2022 – April 15, 2023
- Spray woody regrowth June 2023
- Assess and spray woody regrowth (non-agreement activity) September 2023
- Plan to spray woody regrowth 2x (non-agreement activity) June & September 2024
- Burn brush piles as conditions allow June or with snow
- Burn recovering grassland units after brush piles are burned

Future Management

Once vegetation has established on the site, a variety of management practices will be utilized to maintain the site and prevent future encroachment of woody and other invasive species. Management goals will be attained through a combination of prescribed fire and other management techniques discussed below.

Prescribed Burning: The use of prescribed fire is essential to the long term health of grasslands. Annual prescribed burning is encouraged on a rotational basis, with a return interval of every 3 years, to maintain vegetative structure and vigor and to help control tree invasion. Prescribed fire will not be conducted without a burn plan that meets state statutes. Prescribed fire may be used to complement the restoration activities funded in part by NGPC, however, NGPC is not responsible for the implementation of prescribed fire, and the decision to use prescribed fire is the responsibility of the NRD.

Haying: The use of haying is intended to maintain the floristic diversity of this property and reduce the amount of woody regrowth to benefit a wider array of wildlife species. Haying 1/3 of the property annually and in a rotational manner will help to control woody reinvasion. Haying in conjunction with the burning rotation is recommended. It is intended that at least 1/2 of the recovered grassland areas should be left un-hayed to serve as cover for wildlife and to provide recreational opportunities.

Herbicide Use: Herbicide will likely be necessary to control invasive, deciduous woody vegetation in project areas for a minimum of two years post clearing. Afterward, additional herbicide use should be limited to annual spot-spraying for noxious weeds and undesirable woody species only. Costs are at the NRD's expense. Spraying of annual weeds and native wildflowers is contrary to habitat objectives and species benefits and should be intentionally minimized during the agreement period.

Other Considerations: Management activities should consider the primary nesting period of ground nesting birds of April 15 to July 15 and accommodate as appropriate.

Rotational haying is viewed primarily as a land management tool to help control woody encroachment into recovered grasslands and secondarily as an opportunity to return income to the project area. It is suggested that income gained from any haying leases be re-invested in the maintenance and management of the property. Proceeds can be utilized to hire contractors to complete necessary work while minimizing NRD staff time commitments.

Project Participant Responsibilities:

NRD:

- The NRD agrees to provide partial funding for this project as identified in the “Funding” section of this Agreement.
- The NRD agrees, with assistance from the NGPC, to secure any necessary approvals or permits.
- The NRD will serve as “Project Manager” to ensure satisfactory completion of work.
- The NRD agrees to pay all contractors for services rendered, and will submit invoices to the NGPC for reimbursements as outlined in the “Funding” section of this Agreement.
- The NRD agrees to allow the NGPC, or their designees, access to the property to inspect the condition of the work and to monitor wildlife use during the term of the Agreement.
- The NRD agrees to manage the project area in coordination and with input from the NGPC to maintain the habitat developments during the term of the Agreement and to protect the site from unauthorized activities that could be harmful to project goals.
- The NRD agrees to complete the tree removal and herbicide treatment as designated in this Agreement.

NGPC:

- NGPC will provide technical assistance towards completion of the project.
- NGPC will assist as needed with any necessary permits.
- NGPC will provide partial funding for this project as detailed in the “Funding” section of this Agreement.
- NGPC personnel will monitor the project to determine the effects of the project on vegetation.

Monitoring Specifications:

NGPC staff will evaluate the habitat conditions of the site and monitor plant species observed on the area and their relative abundance to determine the success of the project on a vegetative level. Wildlife species use of the site will also be noted and documented as appropriate.

Funding:

The costs of completing this grassland recovery project will be shared by the NRD and NGPC. NGPC funding is available through the Federal Aid in Wildlife Restoration program, administered by the US Fish and Wildlife Service. Actual costs may vary from the estimated costs noted below. Actual tree clearing costs will be determined by a bid process. The NRD is responsible for at least 25% of project costs and NGPC is responsible for up to 75%. Total project costs shall not exceed \$60,000.00 (NRD \$15,000.00; NGPC \$45,000.00). Any costs beyond the \$60,000 maximum will be the responsibility of the NRD. The NRD agrees to complete the work described above or hire a contractor to complete the work. After each phase is completed, the project area will be inspected by NRD and NGPC staff. If all parties agree that the work has been done satisfactorily, then NGPC will reimburse the NRD upon receipt of respective invoices, according to this exhibit. The NRD is responsible for paying any contractors for work completed. The NGPC will coordinate all billings for reimbursement to the NRD. The NRD may also complete work described above and be credited for an “in-kind” contribution at the rates noted in the “Estimated Costs” of this section. The NRD shall provide properly documented statements of costs for approved project activities. Proper documentation shall be original invoices from contractors that includes their name, address, and other contact information and an itemized list of services or goods with costs and the date of service or delivery. These statements and reports shall be signed by the authorized representative of the NRD. All requests for reimbursement must be received by June 23, 2023, to receive payment.

Estimated Costs:

Activity	Details	NGPC*	NRD**	Total Cost
Tree removal	54 acres @ \$600/acre	\$24,300.00	\$8,100.00	\$32,400.00
Herbicide treatment on invasive woody vegetation+	54 acres @ \$40/acre	\$1,620.00	\$540.00	\$2,160.00
Totals:		\$25,920.00	\$8,640.00	\$34,560.00

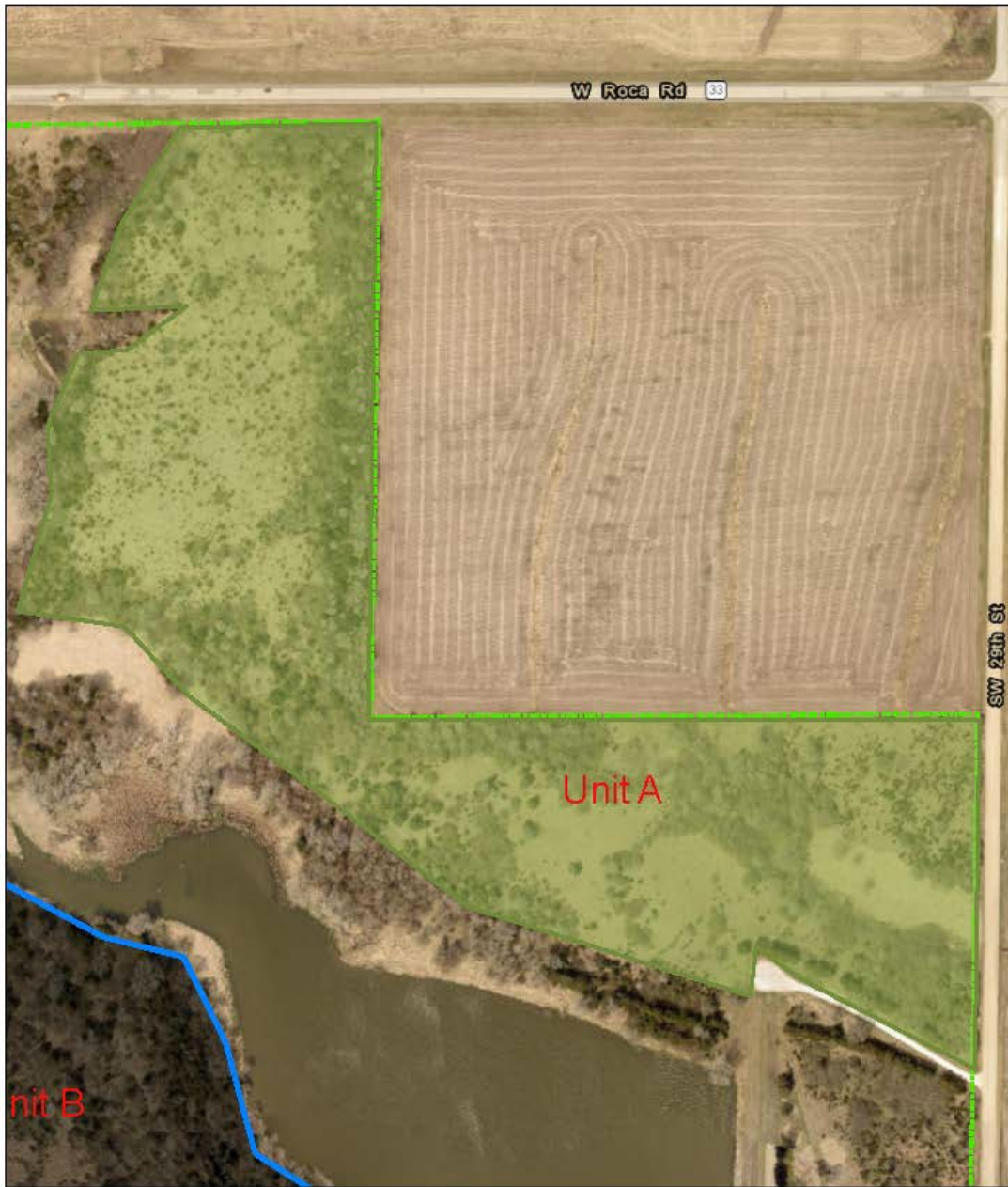
Contributions to the Project:

* NGPC contributions to this project are from a Federal Aid in Wildlife Restoration grant (W92HM3).



** NRD contributions to this project are from the NRD's taxing authority and are non-federal funds or are in-kind.

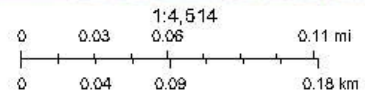
EXHIBIT B

Cottontail WMA - Unit A



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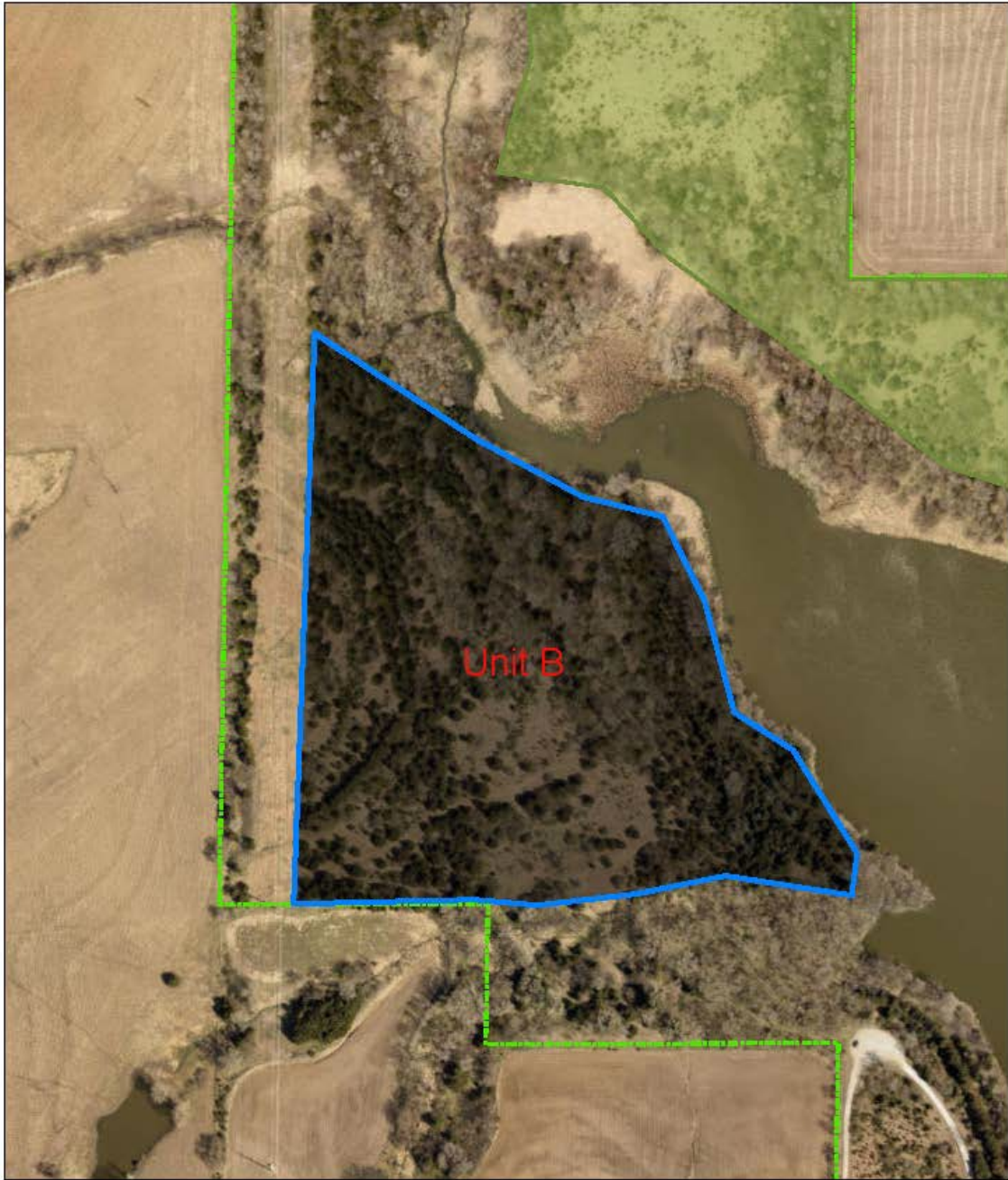
-  Wildlife Mgmt Area - LPSNRD Lake Property
-  LPSNRD Boundary





Esri, HERE, GeoTechnologies, Inc., Lancaster County NE GIS, Maxar

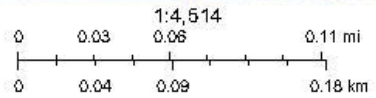
Web AppBuilder for ArcGIS
Digitized by JEO, March 2019 | Lancaster County NE GIS, Maxar | Esri, HERE, GeoTechnologies, Inc. |

Cottontail WMA - Unit B



6/29/2022, 2:05:53 PM

-  Wildlife Mgmt Area - LPSNRD Lake Property
-  LPSNRD Boundary



Esri, HERE, GeoTechnologies, Inc., Lancaster County NE GIS, Maxar

Web App Builder for ArcGIS
Digitized by JEO, March 2019 | Lancaster County NE GIS, Maxar | Esri, HERE, GeoTechnologies, Inc. |



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10 June 2022

Mr. Will Inselman
Resources Coordinator
Lower Platte South Natural Resources District
PO Box 83581
Lincoln, NE 68501-3581

RE: Professional Engineering Services for Schleich Wetland Property Headcut Repair Project, Lincoln, Nebraska

Dear Will:

The Flatwater Group, Inc. (TFG) is pleased to submit this letter proposal to the Lower Platte South Natural Resources District (LPSNRD) in response to correspondence and 7 June 2022 site visit regarding evaluation of the headcut from the Schleich Property wetlands into a tributary to Salt Creek near North 33rd Street and Ridge Park Drive in Lincoln, Nebraska. The request for proposal was initiated to solicit professional engineering services for conducting a site investigation, identifying repair alternatives, completing engineering design and conducting construction support services.

The enclosed Exhibit A-Scope of Work outlines task categories including Project Initiation, Data Collection/Field Investigation, Preliminary Design, Final Design and Permitting Compliance, and Bidding and Construction Services.

TFG proposes to conduct services on a time and materials basis with an upset limit of \$35,000 to cover all labor and other direct expenses incurred for the project. A projected project schedule is included in Exhibit A.

Once again, we are excited to have this opportunity to commit our resources to this project and we will capitalize on our past experience and our relationships with LPSNRD staff in order to provide cost-effective and efficient services on this project. We are confident that our firm's capabilities will fully support LPSNRD in these efforts and we look forward to working with you to complete this project. Should you have any questions do not hesitate to contact us at (402) 435-5441.

Sincerely,

Gordon R. Coke
THE FLATWATER GROUP INC.

Cc: Project File LPS-2022-01

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

SCHLEICH WETLAND HEADCUT REPAIR PROJECT

This scope of work is prepared in response to the Lower Platte South Natural Resources District (LPSNRD) request for professional engineering design and construction oversight services to repair an active headcut on the southern portion of the Schleich Wetland Property. 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 Initiation. Following contracting and Notice-to-Proceed, there will be a kick-off meeting to initiate the project which will establish the foundation for project development and help the team build consensus on goals and objectives. This effort has been initiated during the pre-scoping site-visit conducted by LPSNRD and TFG staff.

Task 101: Project Contracting.

Task 102: Project Kickoff Meeting/Zoom Call. Upon Notice-to-Proceed, TFG will schedule a kickoff meeting/Zoom call with LPSNRD Project Manager. TFG will prepare follow-up meeting minutes.

Task 103: Project File Review. TFG will obtain and review all available project file information, including but not limited to aerial photography (current and historic), LiDAR data, GIS information, benchmark information, LPSNRD management and/or inspection notes or correspondence about the site, HOA agreements, City of Lincoln-Parks and Recreation notes, etc.

Task 100 – Key Understandings: A pre-scoping site-visit was conducted to discuss the problem areas at the site. A kick-off meeting can be conducted over the phone or via Zoom with team members to communicate goals and objectives between LPSNRD and TFG.

Task 100 – Deliverables: Executed contract, kickoff meeting minutes

Task 200: Data Collection/Field Investigation. TFG will conduct a limited topographic survey in vicinity of the active headcut and immediate area using GPS technology. This survey will include the headcut and tributary profile immediately upstream and downstream of the headcut confluence. Survey will be sufficient for estimating scour in the headcut and construction quantity estimation. TFG will supplement survey with available LiDAR topographic data for areas outside of planned construction limits. TFG will also perform a wetland delineation focused on the project impact area and possible nearby construction staging areas to facilitate Section 404 compliance.

Task 201: Topographic Survey. Perform GPS and/or Total Station survey of the project area.

Task 202: Data Review and Reduction. Conduct survey data reduction and analysis,



including incorporation of existing and additional data. Review LiDAR surveys for wetland site and integrate with TFG survey data sets.

Task 203: Wetland Delineation. Perform wetland delineation in vicinity of headcut and adjacent potential construction staging areas. USACE wetland determination forms will be completed for approximately 3-4 sample locations and a wetland delineation map will be created for permit compliance.

Task 200 – Key Understandings: Detailed survey data information in vicinity of headcut and other critical elevations (e.g. tributary profile) will be crucial for project design. Wetland delineation focused on headcut area and wetland habitat north of headcut.

Task 200 – Deliverables: Survey data, contour map, wetland delineation map, project team correspondence documentation.

Task 300: Preliminary Design Analysis. This task will include developing preliminary design concepts and construction cost estimates suitable for project budgeting and design evaluation.

Task 301: Preliminary Design Concepts. TFG will delineate the contributing watershed and perform a hydrologic and hydraulic assessment to derive design discharges to develop alternative design options.

Task 302: Budget Cost Estimates. Cost estimates will be prepared for conceptual design solutions.

Task 303: Review Meeting with LPSNRD on Conceptual Design. A meeting will be held with LPSNRD staff to discuss design and cost estimates.

Task 304: USACE Section 404 Permit Application. TFG will assist LPSNRD with Section 404 permitting package content to submit to U.S. Army Corps of Engineers (USACE) based on concept design. The objective is to submit the Section 404 Nationwide Permit application during the draft design after preferred design solution is selected.

Task 305: Response to USACE Questions on Permit Application. TFG will address potential questions about submittal package and address accordingly.

Task 300 – Key Understandings: A Section 404 permit application will be submitted based on selected alternative. This application will be submitted prior to final design development to streamline permit application process based on USACE permit processing timelines. The Section 404 permit application will also include review of Nebraska Game and Parks Commission's Conservation and Environmental Review Tool (CERT) to inventory species habitat at project site given known saline wetlands and sensitive species such as Salt Creek tiger beetle in vicinity of project site.

Task 300 – Deliverables: Preliminary cost estimates, Section 404 permitting application documentation to USACE.

Task 400: Final Design and Permitting Compliance. This task will include design development for selected alternative from conceptual design phase and review meeting with LPSNRD staff. TFG will provide all necessary final data analysis/calculations, drawing

development, technical specification, etc. to complete final design. TFG will prepare and submit permit compliance documentation for Lancaster County floodplain development and NPDES (SWPPP). The 100% submittal will include electronic file copy of the drawings and technical specifications for electronic distribution via LPSNRD and TFG websites to prospective bidders and required building bureaus. A final construction cost estimate will also be prepared.

Task 401: Design Calculations. TFG will prepare final design calculations and data analysis to achieve design parameters.

Task 402: Final Drawing Development. TFG will prepare final plan sheets at the 95% stage. TFG will provide electronic sets of the 95% stage drawings to LPSNRD. Plans will be distributed to LPSNRD 10 days in advance of the project team review meeting.

Task 403: Technical Specification Development. TFG will develop technical specifications at the 95% stage and deliver electronically.

Task 404: Construction Cost Estimate. TFG will prepare 95% stage construction cost estimate and deliver with the detailed plans.

Task 405: 95% Review Meeting/Conference Call. TFG will host and conduct the Final Plan (95%) review meeting/conference call. TFG will prepare agenda, meeting materials and follow-up meeting minutes.

Task 406: Agency Review & Permitting. Submit floodplain development permit application to Lancaster County and prepare SWPPP for NPDES compliance.

Task 407: 100% Submittal. The final submittal will include electronic copies of all drawings (PDF format) and technical specifications (PDF format).

Task 400 – Key Understandings: This scope of work does not include cultural resources surveys. The 95% review meeting will be considered a formal milestone meeting necessary to arrive at appropriate design solutions. Section 404 post-project monitoring requirements are not anticipated. If monitoring is required by Section 404 permit conditions, a separate monitoring contract between LPSNRD and TFG will be prepared.

Task 400 – Deliverables: Final drawings and technical specifications, construction cost estimate, review meeting agenda, floodplain permit and SWPPP applications, correspondence follow-up minutes, project team and agency correspondence documentation.

Task 500: Bidding and Construction Services. TFG will provide bidding services for the project. TFG will assist the development of advertisement text, respond to bidder's questions during the advertisement period, prepare any and all addenda as requested by LPSNRD, assist LPSNRD in the review of bids, and provide recommendation of award and assist with execution of contract for construction services. Additional construction services include a pre-construction meeting, shop drawing review, construction inspection, review/approval of pay estimates, change orders, final punch list/inspection and certification/signoff at project completion.

Task 501: Advertisement/Distribution of Bid

Task 502: Responding to Questions (Telephone)

Task 503: Addenda Preparation

Task 504: Receipt of Bids/Bid Opening

Task 505: Bid Review/Recommendation of Award

Task 506: Execution of Contract by LPSNRD



- Task 507: Pre-Construction Meeting**
- Task 508: Shop Drawing Review**
- Task 509: Construction Inspection (6 visits)**
- Task 510: Review/Approval of Pay Estimates**
- Task 511: Change Orders**
- Task 512: Final Punch List/Inspection**
- Task 513: Certification/Signoff**

Task 500 – Key Understandings: LPSNRD will advertise the project for bidding and will host the bid opening with assistance from TFG. TFG will compile and develop bid tabulation spreadsheet and provide bid recommendation. Depending on weather and Notice-to-Proceed, a 1-2 month construction window is anticipated.

Task 500 – Deliverables: Pre-construction conference agenda, bid recommendation letter, payment request approval documentation, change orders, email reports of construction activities, substantial completion notice, and final punch list.

***LPSNRD - Schleich Wetland Property Headcut Repair Project
Projected Project Schedule***

Project Initiation	July 2022
Data Collection	July 2022
Preliminary Design	August 2022
Section 404 Permitting	September 2022
Final Design	September 2022
Bidding Services	October 2022
Construction Services	November-December 2022



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: LPSNRD Board of Directors
FROM: Jay Seaton, Forester
DATE: July 6, 2022
SUBJECT: Lower Platte South NRD FY 22 All Forestry Program Update

The Conservation Tree Program is wrapped up for the 2022 fiscal year and it was an overwhelming success. We sold over 43,000 trees and shrubs to over 500 different clients in the Lower Platte South NRD. Though it wasn't the most trees we have ever sold, it was by far to the most citizens we have ever sold to. Thank you to all staff for your help & hard work in making this a record setting and for helping people in the cooler. A special thanks to Kathy H. and Donna for your constant back & forth to the cooler. Also, a big thanks to all the staff for helping with tree packing and hunting in the cooler when help was needed (see attached photo).

After some discussion about how to improve the tree program for 2023, I have generated a list of recommendations & ideas to implement.

- As in the past, continue to set a deadline for last day of tree orders, but in addition to that, set a maximum number of trees/shrubs we can sell and a maximum number of orders we can take. Another year with an increase in the number of orders, we learned space is limited in the tree cooler, so it is recommended we set a maximum of 40,000 to sale and a maximum of 450 orders.
- The pickup time of Monday through Friday worked well, but we will limit the time to 8 to 3:30. Pickup time should be limited to no longer than 4 weeks

The Community Forestry Program had 4 projects approved for the FY 2022 fiscal year, allocating \$12,900. Though I had 12-15 direct contacts with communities and having additional staff advertise and promote the program, LPSNRD only had the 4 applications, all of which were approved. The staff and I are looking at new ways to promote the program.

The Landscape Tree Cost-Share Program began this spring. We began taking pre-applicants in January and quickly reached our maximum of 85 by the end of February. Once they sent us an application request, I sent them the required paperwork in order to official apply and become approved (this included the application, W-9 and American Citizenship Form). They would then need to submit all 3 of the above mentioned, plus a map of where the tree would be placed (hand drawn is fine), Digger's Hotline report and an estimate/bid from the nursery where they wanted to purchase the tree. Finally, once the application is approved and the tree is planted, the planting will be inspected, and photographs taken for payment.

In the end, 1 application has been paid, an additional 5 have sent in some of the paperwork (but have said in communication) and 1 has opted to cancel his pre-application. After sending the initial email with paperwork and sending an additional follow-up email, no communication has been had with the 78 pre-applicants. I am recommending moving these applicants to the fall, attempting to contact again via email. If that is not successful with all, send a USPS mailing to each applicant in an attempt to allow them the opportunity to plant a tree through the program. This fall, with the addition to the program budget, we will begin in September taking an additional 70 pre-applications.

If there are any questions, comments and/or additional ideas, please send them to me for consideration.

Sincerely,

Jay Seaton
Lower Platte South NRD Forester

