



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581
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Memorandum

Date: July 9, 2025
To: Urban Subcommittee
From: Drew Ratkovec, Projects Coordinator *DR*
Subject: Urban Subcommittee Meeting Minutes – July 2025

The Urban Subcommittee met on July 8, 2025, at the NRD Office, at 5:30 pm. Subcommittee members participating included Dave Landis, committee chair, Gary Aldridge, Chuck Hassebrook, Stephanie Matejka, Larry Ruth, Susan Seacrest, and John Yoakum. Others participating included Board Chair Bob Andersen, NRD staff Craig Matulka, David Potter, and Drew Ratkovec. Matt McConville from HDR was also in attendance. Director Landis called the meeting to order at 5:30 pm. The Subcommittee took action on one item and discussed another. A quorum was present for the meeting.

A. Consideration of an Agreement for Professional Services with HDR for Beal Slough Streambank Stabilization Design at 27th and Nebraska Highway [ACTION]–

District staff complete annual inspections of Beal Slough. One area in particular is experiencing severe erosion and should be addressed. The district sought qualifications for professional engineering and design services for stream stability projects within the district's watersheds. This was advertised on March 3rd, 10th, and 17th. HDR, EA Engineering, Benesch, and E&A were the four firms that submitted qualification proposals, and all four were selected for an interview on April 4th. As a result of those interviews, HDR was chosen as the preferred firm for the Beal Slough bank stabilization project near 27th and Nebraska Highway. After discussions on the scope and fee, HDR developed an agreement for \$171,965.00. Discussion followed on the district's RFQ process, how it was advertised, and the timeline of the design and construction.

- Work Type: Professional Services – Streambank Stabilization
- Budget: Included in FY26 Budget
- Funding: NRD
- Proposal: \$171,965.00 --HDR
- Start: Upon Board Approval/July 2025
- Completion: March 2026, with Construction starting in FY27
- Bid Using Budget/List of Consultant's Hourly Rates & Tasks
- Delays: Weather, Permitting
- Permits: USACE 404, City of Lincoln Floodplain Permit, & General Stormwater Permit
- Access: No Concerns
- Payers, Players, & Partners: NRD, HDR, City of Lincoln (for access)
- Legal Counsel Review: Ongoing
- Deliverables: Project management, Site Analysis, Conceptual Design, Permitting, Final Design, and Bid Assistance

It was moved by Yoakum, seconded by Seacrest, and approved (6 yes and 1 Present) by the Urban Subcommittee to recommend that the Board of Directors approve the Agreement for Professional Services with HDR for Beal Slough Streambank Stabilization Design at 27th and Nebraska Highway for \$171,965.00.

B. Discussion on Revising the Community Assistance Program Policy [Discussion]–

In recent discussions, staff have been asked to consider possible policy changes to the Community Assistance Program. The original policy was approved in November 2023 and has been working effectively. Staff has brought potential additions to the policy regarding SID's to be considered as part of the applicants, a set funding limit, and a limit on how often the applicant can reapply. Staff and directors went through each item to discuss the reasoning and have decided to continue researching the items. Further discussion will be brought to the next subcommittee meeting with possible action to change the policy in the future.

Adjourn 6:27

cc: Bob Andersen, Corey Wasserburger

Beal Slough Bank Stabilization Project at S30th St & Stephanos Dr (SE of S27th St & NE Hwy)

A. 





**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this _____ day of _____, 2025, between Lower Platte South Natural Resources District (LPSNRD) (“OWNER”), with principal offices at 3125 Portia Street, Lincoln, NE 68521 and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Beal Slough Streambank Stabilization Design (“Project”), which involves engineering and permitting services related to streambank stabilization on Beal Slough near 27th and Nebraska Highway;

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of

- Direct Labor Costs times a factor for the services of ENGINEER’S personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$171,965.00.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Lower Platte South Natural Resources District
“OWNER”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: 3125 Portia Street
Lincoln, NE 68521

HDR ENGINEERING, INC.
“ENGINEER”

BY: _____

NAME: Ann E. Williams, PE

TITLE: Sr. Vice President

ADDRESS: 1917 S. 67th St.
Omaha, NE 68106

EXHIBIT A
SCOPE OF SERVICES

**Lower Platte South Natural Resources District
Beal Slough Streambank Stabilization Design
June 2025**

SCOPE OF SERVICES

The Lower Platte South Natural Resources District (LPSNRD) has requested a proposal from HDR Engineering, Inc. (HDR) to provide engineering and permitting services related to streambank stabilization on Beal Slough near 27th and Nebraska Highway (Project). The tasks associated with this Project are:

- Task Series 100 – Project Management/Meetings
- Task Series 200 – Site Analysis
- Task Series 300 – Conceptual Design
- Task Series 400 – Regulatory Permitting
- Task Series 500 – Design
- Task Series 600 – Bid Assistance

TASK SERIES 100 – PROJECT MANAGEMENT/MEETINGS

Objective: Provide management activities over the Project duration including planning, organizing, and monitoring Project Team activities, meetings, coordinating and managing subconsultants, and Project cost control and invoicing.

Task 101 – Project Management

Activities: Conduct internal and external project communications, implement and maintain budgetary and schedule controls, and develop monthly invoices and progress reports.

Deliverables: Invoices, Progress Reports, Schedules

Meetings: See Task 102

Key Understandings:

- The duration of the project is anticipated to be nine months

Task 102 – Meetings

Activities: Conduct project meetings to facilitate design development and permitting.

Deliverables: Meeting agenda and notes.

Meetings:

- Kickoff Meeting
- Concept Design Meeting

- Preliminary Design Meeting
- Final Design Meeting

Key Understandings:

- Kickoff meeting will be held within 2 weeks of NTP.
- The Concept Design meeting will review the concept to move forward into preliminary design.
- The Preliminary Design Meeting is to review the preliminary design and review LPSNRD comments.
- The Final Design Meeting is to review the final design and comments prior to bid documents submittal.
- Meetings are assumed to be held in-person at LPSNRD.

TASK SERIES 200 – SITE ANALYSIS

Objective: Perform data collection and assess baseline hydrologic, hydraulic, and geotechnical site conditions.

Task 201 – Topographic Survey (Subconsultant)

Activities: Collect topographic and bathymetric survey of Beal Slough and adjacent features to support engineering analyses and design.

Meetings: None.

Deliverables:

- Comma delimited (CSV) file of survey points collected in a x, y, z, and point code format.
- AutoCAD Civil3D v2024 file of the completed survey with the surface model.
- Image files.
- PDF copy of the sheet view.

Key Understandings:

- Survey data collection to be performed by Lamp Ryneerson Associates.

Task 202 – Data Collection and Review

Activities: Collect data to support engineering analyses and design. Perform site visit to inform project understanding, establish baseline conditions, and evaluate site constraints and opportunities.

Meetings: None.

Deliverables: Selected photos to be included in documentation under subsequent tasks.

Key Understandings:

- Pertinent online publicly available data will be obtained. Anticipated data includes the City of Lincoln's Beal Slough Stormwater Management Plan, FEMA flood hazard data (Flood

Insurance Study, FIRM, and NFHL data), aerial imagery, LiDAR data, and land use/land cover data, and soils data.

- The Beal Slough effective hydraulic model has been provided by the City of Lincoln and transmitted to HDR by the LPSNRD.
- HDR site visit personnel will include two engineers representing hydraulic and geotechnical disciplines.

Task 203 – Hydrologic and Hydraulic Analyses

Activities: Assess baseline channel and site conditions and identify stabilization opportunities. Determine peak discharges and perform hydraulic modeling of Beal Slough. Analyze baseline hydraulic characteristics including depth, velocity, and shear stress. Perform Quality Control reviews.

Meetings: None.

Deliverables: See Task Series 300.

Key Understandings:

- Peak discharges will be determined using the Beal Slough Watershed Management Plan and the Lancaster County Flood Insurance Study. Up to four annual exceedance probability (AEP) events will be analyzed. Anticipated events include the 50%, 10%, 1%, and 0.2% AEP events. No hydrologic modeling of Beal Slough or Tierra Branch is included.
- It is assumed that the Beal Slough effective hydraulic model is suitable for the intended analyses and is consistent with the regulatory floodplain mapping.
- Stream changes will be assessed using the effective hydraulic model, LiDAR data, and project topographic and bathymetric survey. LiDAR data may include up to two datasets: 1) LiDAR approximating the effective hydraulic model conditions or an interim condition dictated by LiDAR availability, and 2) recent, best available LiDAR.
- Hydraulic modeling will be performed using HEC-RAS Version 6.6 or later. Baseline conditions and conceptual design hydraulic modeling will be performed using a 2D approach due to stream sinuosity. Short reach 2D modeling boundary conditions will be informed by the effective 1D hydraulic model; the 2-year event will be added to the 1D hydraulic model for this purpose based on extrapolation from known events.

Task 204 – Geotechnical Evaluation

Activities: Evaluate baseline geotechnical conditions based on available geologic maps, soil survey, and site visit observations. Provide geotechnical recommendations on bank stabilization geometry. Perform Quality Control reviews.

Meetings: None.

Deliverables: See Task Series 300.

Key Understandings:

- It is assumed that site visit findings will not warrant geotechnical field exploration including borings and related laboratory analysis. If site conditions do warrant geotechnical field exploration and analyses, HDR will provide recommendations to the LPSNRD and coordinate such work as additional services.
- Geotechnical analyses (global stability, etc.) are not included assuming stabilized slope inclinations will be 2H:1V or flatter.
- Geotechnical recommendations are limited to stable side slope considerations and bedding design recommendations based on site visit, available mapping, publications, and literature values characterizing base soils.

TASK SERIES 300 – CONCEPTUAL DESIGN

Objective: Develop conceptual design to address stream bank instability.

Task 301 – Measure Identification

Activities: Identify potential stream stabilization measures in coordination with LPSNRD.

Meetings: None.

Deliverables: See Task 302.

Key Understandings:

- Measures will reflect traditional and bioengineering methods. It is assumed that earth retention systems (i.e., walls) are not an acceptable measure.
- Measure screening will be discussed at the Kickoff Meeting and will include items such as cost, compatibility, aesthetics, permitting, and constructability.

Task 302 – Conceptual Design

Activities:

- Develop conceptual recommendation for stream bank side slope and scour/erosion control.
- Develop conceptual design.

Meetings: Concept Design Meeting (included in Task 102)

Deliverables: Design Decision Memorandum

Key Understandings:

- Concept will be supported by sketches in PDF format (i.e. Bluebeam or Adobe). No plan production is assumed for this task.
- Conceptual design will be informed by geometric considerations including 1) minimizing park impact, 2) floodplain compliance (compatibility with effective conditions), and 3) stable side slope inclination. Based on site constraints including the regulatory floodway, proximity of site features, relatively narrow cross section,

channel sinuosity, and angle of attack, toe protection is anticipated to be rock revetment. Analysis and design of large wood measures is not included.

- The design decision memorandum will address findings from all disciplines; a separate geotechnical report is not included.

TASK SERIES 400 – REGULATORY PERMITTING

Objective: Identify and develop appropriate documentation for potential regulatory compliance requirements.

Task 401 – Wetland Delineation

Activities:

- Data Collection - Obtain and review ancillary data including National Wetland Inventory (NWI) mapping, hydric soil mapping, USGS topographic mapping, and National Hydrography Dataset (NHD) stream flow lines.
- Desktop Analysis - Investigate the Property via desktop analysis for the presence of potential wetlands.
- Field Delineations - Investigate the Property via desktop analysis for the presence of potential wetlands. Perform the Nebraska Stream Condition Assessment Procedure (NeSCAP).
- Wetland and Other Water Resources Delineation Report - Prepare a report documenting wetlands and other water resources within the project area. The report will include graphics depicting all potential wetland areas, soil pit locations, ground level photographs, wetland data forms, descriptive documentation regarding the findings, and data and information regarding other water resources.

Deliverables: Draft and Final Wetland and Other Water Resources Delineation Report; GIS shapefiles of field collected data (post-processed).

Key Understandings:

- LPSNRD will coordinate right-of-entry.
- Potential federal jurisdiction of each aquatic resource will not be included within the wetland and other water resources report.

Task 402 – Section 404 of the Clean Water Act Permitting

Activities:

- Submit a request for U.S. Army Corps of Engineers (USACE) project manager and pre-application meeting.
- Obtain data from the United States Fish and Wildlife Service Information for Planning and Consultation and Nebraska Game and Parks (NGPC) Consultation and Environmental Review Tool (CERT) to support Section 7 of the Endangered Species Act and Nebraska Non-game Endangered Species Conservation Act compliance.
- Organize, attend, and document one (1) pre-application meeting with LPSNRD and USACE.

- Develop a Pre-Construction Notification for the U.S. Army Corps of Engineers (USACE), Nebraska Regulatory Office, for their review and verification of Nationwide Permit (NWP) #13, Bank Stabilization.
- Respond to USACE Pre-Construction Notification review questions.

Meetings:

- One (1) virtual meeting with the LPSNRD to review comments on the draft Notification package
- One (1) pre-application meeting with USACE

Deliverables:

- USACE project manager/pre-application request letter
- Draft and Final NWP #13 Pre-Construction Notification package

Key Understandings:

- Information for Section 7 of the Endangered Species Act and Nebraska Non-game Endangered Species Act will be included with the NWP #13 Notification package.
- Habitat surveys and/or the development of a Biological Assessment is not included.
- NeSCAP assessment will be included as a separate memorandum as part of the Pre-Construction Notification.
- Due to the location of the project in the active channel of Beal Slough, USACE will address the requirements of Section 106 of the Historic Preservation Act.
- It is assumed that wetland impacts will be less than 0.10 acres and there will be no loss of stream function; therefore, no mitigation would be required.
- The Notification Package will be submitted via USACE's Regulatory Request System.
- Development of an Individual Permit is not included.

Task 403 – Floodplain Development Permitting

Activities:

- Contact City of Lincoln to confirm floodplain hydraulic analysis approach.
- Prepare City of Lincoln Floodplain Development Permit application.

Meetings: None.

Deliverables: Draft and Final Floodplain Development Permit application.

Key Understandings:

- The approach for floodplain permitting will be based on 1D hydraulic modeling to achieve a floodway no-rise condition. Floodway fringe impacts are permissible.
- The floodplain development permit application will be developed in conjunction with final design. Hydraulic modeling effort is included in Task 501.

- It is assumed that project improvements will require a local floodplain development permit only. No FEMA map revision process is included (i.e., CLOMR/LOMR).

Task 404 – National Pollution Discharge Elimination System (NPDES) General Stormwater Permit

Activities: Prepare Stormwater Pollution Prevention Plan (SWPPP), narrative plan, and Nebraska Department of Environment and Energy (NDEE) Construction Stormwater Notice of Intent (NOI).

Deliverables:

- Draft and Final SWPPP
- Submittal of NOI

Key Understandings:

- Submittal to NDEE construction stormwater portal will be routed to the City of Lincoln for review.
- Section 28.01.060 of the Lincoln Municipal Code (LMC) and the Flood and Water Quality Protection Manual will be used for development of the SWPPP.
- The CERT developed as part of Task 402 will be submitted to support the NOI.
- No fees are associated with either NDEE or City of Lincoln review of the NOI.
- SWPPP drawings are included in Task 502 and 503.

TASK SERIES 500 – DESIGN

Objective: Perform final hydraulic analysis, preliminary and final design, and perform Quality Control reviews.

Task 501 – Final Hydraulic Analysis

Activities:

- Prepare final design hydraulic analysis using proposed grading.
- Finalize stream bank stabilization measures and details.
- Prepare floodplain compliance hydraulic model.

Meetings: None.

Deliverables: Floodplain Compliance Technical Memorandum.

Key Understandings:

- Final hydraulic modeling will be performed for the concept alternative. A final 1D hydraulic model will be prepared for floodplain permitting purposes. A short reach 2D hydraulic model will be prepared for the concept alternative to provide velocity and shear stress results for project areas.

Task 502 – 60% Design

Activities: Prepare 60% design plan set, including title sheet with vicinity map, general notes sheet, typical sections, removal sheet, site plan (1 at 1" = 50'), and profile sheets (1 at 1" = 50'), preliminary details sheet, and Opinion of Probable Construction Cost.

Meetings: 60% Design Meeting (included in Task 102)

Deliverables: 60% Design Submittal: 60% Drawings (estimated 8 sheets) and OPCC.

Key Understandings:

- Plans to be submitted as PDF file.
- Based on the nature of the stream bank stabilization project, no additional stormwater management BMPs will be required to meet Client standards.
- No ROW strip maps are required. No temporary easement acquisition services are included.
- No utility impacts are anticipated.
- No wetland impacts are anticipated.
- Geotechnical efforts limited to riprap bedding design and limited consultation.

Task 503 – 90% Design

Activities:

- Address LPSNRD 60% design comments. Advance sheets included in previous submittal.
- Prepare and include additional sheets to include SWPPP sheets, channel sections, and civil details.
- Prepare Post Construction Stormwater Management Plan submittal.
- Prepare 90% technical specifications.
- Prepare Final Stormwater Pollution Prevention Plan (SWPPP).
- Prepare Design Documentation
- Prepare Opinion of Probable Construction Cost (OPCC).

Meetings: 90% Design Meeting (included in Task 102)

Deliverables: 90% Design Submittal: 90% Drawings (estimated 14 sheets), Specifications, NPDES Permit Application, SWPPP, Design Documentation, and OPCC.

Key Understandings:

- Temporary erosion and sediment control BMPs will be included on SWPPP sheets.
- Design documentation will consist of compiling design calculations (i.e. geotechnical side slope stability, riprap design calculations, shear stress/velocity data from hydraulic model, riprap gradation/filter calculations) in a memorandum format to accompany the plans.

Task 504 – Bid Documents

- Activities: Address LPSNRD review comments and finalize bid documents.
- Meetings: None.
- Deliverables: Includes deliverables identified for the 90% design submittal (updated to address LPSNRD comments).
- Key Understandings:
- LPSNRD will provide front end documents. Technical specifications will be HDR standard technical specifications.

TASK SERIES 600 – BID ASSISTANCE

- Objective: Assist LPSNRD with bid evaluation.

Task 601 – Bid Phase Assistance

- Activities: Respond to technical questions from bidders.
Prepare addendum to interpret, clarify, or expand Contract Documents.
Tabulate bidder's project costs and make a recommendation of award.
- Meetings: None.
- Deliverables: Addendum.
Bid tabulations and letter of award recommendation.
- Key Understandings:
- One addendum is assumed. A total of 16 hours is included for contractor questions and addendum.
 - Construction administration services are not included.
 - As-built drawings are not included in the scope of work.

Task 602 – Pre-Bid Meeting

- Activities: Attend a pre-bid conference and site showing to provide technical support for questions that may come up from bidders.
- Meetings: One meeting on-site.
- Deliverables: Meeting notes and responses to Contractor questions.
- Key Understandings:
- Two HDR project staff will attend the pre-bid conference and site-showing.
 - Responses to Contractor question may require an Addenda.

PROJECT SCHEDULE

The estimated schedule (major milestones) is provided in Table 1 below, based on notice to proceed on August 4, 2025.

Table 1: Major Milestone Schedule

Activity	Anticipated Completion Date
Notice to Proceed	August 4, 2025
Task Series 100 – Project Management/Meetings	
Kickoff Meeting	August 18, 2025
Design Review Meetings	TBD
Task Series 200 – Site Analysis	
Topographic Survey and Processing	September 2, 2025
Data Collection/Review, H&H Analysis, Geotechnical Evaluation	November 24, 2025
Task Series 300 – Conceptual Design	November 24, 2025
Task Series 400 – Permitting	February 20, 2026
Task Series 500 – Design	
Final Hydraulic Analysis	December 22, 2025
60% Design	January 23, 2026
90% Design	February 27, 2026
Bid Documents	March 27, 2026
Task Series 600 – Bid Assistance	TBD

ESTIMATED FEE

The estimated fee, summarized by task, is provided in Table 2. A detailed fee estimate, including resource breakdown and direct expenses, is provided on the following page.

Table 2: Fee Summary

Task Series/Description	Estimated Fee
Task Series 100 – Project Management/Meetings	\$22,216
Task Series 200 – Site Analysis	\$36,365
Task Series 300 – Conceptual Design	\$13,323
Task Series 400 – Regulatory Permitting	\$21,768
Task Series 500 – Design	\$70,334
Task Series 600 – Bid Assistance	\$7,959
Total Fee	\$171,965

Lower Platte South Natural Resources District
Beal Slough Streambank Stabilization Design

		Task 100		Task 200		Task 300		Task 400		Task 500		Task 600		Total	
		Proj. Management/Meetings		Site Analysis		Conceptual Design		Regulatory Permitting		Design		Bid Assistance			
Resource Category		HOURS		HOURS		HOURS		HOURS		HOURS		HOURS		HOURS	
PM		40		2		4		0		8		2		56	
QC		2		6		4		2		16		0		30	
Sr. Water Res Eng		18		16		20		4		44		4		106	
Water Res Eng.		2		44		26		18		84		0		174	
Water Res EIT		0		0		0		4		34		0		38	
Sr. Geotechnical Eng		0		12		0		0		8		8		28	
Geotechnical Eng		2		14		4		0		8		0		28	
Sr. Civil Engineer		6		4		6		8		44		16		84	
Sr. Env Scientist		4		0		0		12		0		0		16	
Environmental Scientist II		0		0		0		26		0		0		26	
Environmental Scientist		0		0		0		62		0		0		62	
CADD		0		6		0		4		132		0		142	
Tech Edit		0		0		0		0		8		0		8	
Administrative		18		0		0		0		0		0		18	
Total Labor Hours		92		104		64		140		386		30		816	
Total Labor Cost		\$21,920		\$20,295		\$13,309		\$21,579		\$70,240		\$7,878		\$155,221	
OTHER DIRECT COSTS (ODCs)	RATE	QTY	COST	QTY	COST	QTY	COST	QTY	COST	QTY	COST	QTY	COST	QTY	COST
Mileage (per mile)	\$ 0.70	400	\$ 280.00	100	\$ 70.00	0	\$ -	120	\$ 84.00	0	\$ -	100	\$ 70.00	720	\$ 504.00
Per Diem (per day)	\$ 15.00	0	\$ -	0	\$ -	0	\$ -	2	\$ 30.00	0	\$ -	0	\$ -	2	\$ 30.00
GPS (per day)	\$ 75.00	0	\$ -	0	\$ -	0	\$ -	1	\$ 75.00	0	\$ -	0	\$ -	1	\$ 75.00
Prints (11 x 17 b/w)	\$ 0.21	50	\$ 10.50	0	\$ -	50	\$ 10.50	0	\$ -	450	\$ 94.50	0	\$ -	550	\$ 115.50
Prints (11 x 17 color)	\$ 0.45	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Prints (8.5 x 11 b/w)	\$ 0.11	50	\$ 5.50	0	\$ -	30	\$ 3.30	0	\$ -	0	\$ -	100	\$ 11.00	180	\$ 19.80
Prints (8.5 x 11 color)	\$ 0.23	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Total ODCs		\$296		\$70		\$14		\$189		\$95		\$81		\$744	
SUBCONSULTANTS														Total Subs	
Lamp Rynearson		\$0		\$16,000		\$0		\$0		\$0		\$0		\$16,000	
														Total Fee	
Total Cost		\$22,216		\$36,365		\$13,323		\$21,768		\$70,334		\$7,959		\$171,965	

June 16, 2025

Mr. Matt McConville
HDR Engineering, Inc.
1917 South 67th Street
Omaha, NE 68106-2973
matt.mcconville@hdrinc.com

REFERENCE: Proposal for Surveying Services
 Topographic Survey – Beal Slough
 Lincoln, Nebraska

Dear Mr. McConville:

Lamp Rynearson is pleased to present this Proposal to HDR Engineering, Inc. (CLIENT) to provide surveying services associated with your request for a Proposal for survey services for the Beal Slough Lincoln, Nebraska. We understand the scope of our services for this project will include the following tasks:

SCOPE OF SERVICES

A. Topographic Survey / Bathymetric Survey

1. Topographic and bathymetric survey of Beal Slough and adjacent areas as shown in the Survey Area Map (see below). Capture all channel features including but not limited to changes in cross section and bed profile. Capture edge of water and toe of channel slope on both sides of channel.
2. The survey will show the following:
 - a. One-foot contours.
 - b. Utilities, including type, size, and horizontal location. Lamp Rynearson will order an 811 utility locate for utility locates in advance of field work and locate any markings observed during the field survey data collection.
 - c. Storm sewer outfall (pipe type and invert, if it can be determined without entering into the structure).
 - d. Surface features, including but not limited to, pavement (trails, disc golf tees, etc.), with indication of concrete or asphalt surfacing.
 - e. Park features including disc golf sign posts, disc golf baskets, and all disc golf basket post holes.
 - f. Vertical and horizontal benchmarks in the field for use in construction staking (minimum of four).
 - g. North arrow and scale.
 - h. Trees equal to and larger than 12 inches DBH. Note: Tree locations required only in tree survey area (see Survey Area Map below).
 - i. Streambed profile (i.e., flowline survey) at downstream location (see Survey Area Map attached); approximately 100 feet in length.

- j. 27th Street culvert data, limited to upstream invert elevation, downstream invert elevation, and culvert opening dimensions.

B. Utilities Note

1. Lamp Rynearson will locate observed evidence of utilities within the project limits. Lamp Rynearson will coordinate with Nebraska ONE CALL to order tickets to have underground utilities located prior to the commencement of the fieldwork. Lamp Rynearson will locate the utilities marked by ONE CALL observed at the time of the field data collection.

Our Proposal is based on the following assumptions/conditions:

1. No boundary will be performed for this survey. Parcel lines will be shown as per information obtained from the City of Lincoln GIS database.
2. Horizontal datum will be based on the Lancaster County low-distortion coordinate system with units of U.S. Survey Feet.
3. Easements, if any, will not be shown.
4. Vertical datum will be based on NAVD88.
5. Locations of horizontal and vertical control points used for the survey will be referenced on the sheet drawings of the surveyed area with coordinate values.
6. Topographic features observed at the time of the survey will be shown.
7. HDR will obtain permission from landowners within the survey limits for Lamp Rynearson to enter onto to property to obtain survey information. The project will be completed in accordance with the scope outlined above.
8. Any modifications to the scope will be considered additional services.

SCHEDULE

We anticipate the field data acquisition for the survey will take approximately one (1) week, and the office work, drawing preparation, and review will take an additional two (2) to three (3) days after field data acquisition is completed.

COMPENSATION

We propose to bill for our services at our current hourly rates plus reimbursable expenses for the tasks listed above for the lump sum amount of \$16,000.00

SUPPLEMENTAL TERMS AND CONDITIONS

1. Invoices will be submitted monthly. All invoices are due upon receipt.
2. All reports, drawings, specifications, computer files, field data, notes, and other documents prepared by Lamp Rynearson are instruments of professional service and shall remain the property of Lamp Rynearson. Lamp

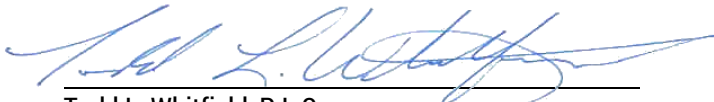
Rynearson shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto.

3. This Proposal is valid if acceptance of this Proposal and work authorization for our services are both received within 60 days from the date of this Proposal. After this deadline, our scope of services and fees may be re-evaluated.
4. Past-due accounts are charged a one-percent (1%) interest rate per month on any unpaid balance. If payment in full is not paid within 30 days from the date of the invoice, Lamp Rynearson reserves the right to immediately cease work. Lamp Rynearson shall be entitled to recover attorney fees, court costs, and any other costs of collection that may be incurred in collecting this account.
5. If directed to suspend or cease work, Lamp Rynearson shall be paid for services performed prior to the receipt of notice to cease work, together with any expenses from cessation of work. Should work on this project be stopped and consequently re-started, Thiele Geotech, Inc. hereby agrees that Lamp Rynearson may adjust the proposed fees or other compensation for the remaining work.
6. CLIENT hereby agrees, by acceptance of this Proposal, to limit the liability of Lamp Rynearson to CLIENT and to all construction contractors, arising from Lamp Rynearson's professional acts, errors, or omissions such that total aggregate liability of Lamp Rynearson to all those named shall not exceed \$10,000 or Lamp Rynearson's total fees for services rendered on the project, whichever is greater.

We appreciate the opportunity to present this Proposal, and we look forward to assisting you in the successful completion of this project. We would be glad to discuss any questions you may have. If this Proposal is acceptable, we ask you to acknowledge by signing below and returning one (1) signed copy to us.

Sincerely,

LAMP RYNEARSON



Todd L. Whitfield, P.L.S.
Principal, Senior Survey Project Manager

Accepted by:

Matt McConville
HDR Engineering Inc.

Date



Disclaimer: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email assessor@lanaster.ne.gov and you will be directed to the appropriate department.

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Floodplain, Dams and Levee Professional Services

1. STANDARD OF PERFORMANCE

Notwithstanding any other provision of any contract term between the ENGINEER and the OWNER, the standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

ENGINEER and OWNER agree that no other party is an intended or unintended third-party beneficiary of this contract, and that ENGINEER's duties run solely to OWNER.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions, including holding harmless OWNER from any and all damages, liabilities or costs related thereto, including reasonable attorneys fees and defense costs. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), to loss of profits or revenue arising out of, resulting from, or in any way related to the project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further,

OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services thereunder shall be brought in a court of competent jurisdiction in Nebraska.

6. OWNER-PROVIDED SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to the project in OWNER's possession, and any requirements or budgetary limitations. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents, information and services.

In performing services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support

of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice-to-proceed, or like document. In resolving inconsistent or contradictory provisions between this Agreement and any other document or understanding, the terms of these Terms and Conditions shall control.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. CERTIFICATIONS

The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering or land surveying constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied. Certification of analyses is a statement that the analyses have been performed correctly and in accordance with sound engineering practices. Certification of structural works is a statement that the works are designed in accordance with sound engineering practices and OWNER approved design loads. Certification of "as built" conditions is a statement that the structure(s) has been built according to specifically identified drawings, specifications and contract documents to the extent the structure(s) is readily observable, is in

place, and is fully functioning. The definition and legal effect of any and all certifications shall be limited as stated herein.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for engineering services when gathering information and documents and shall pay ENGINEER its standard rates for providing expert witness services when attending depositions, hearings, and trial.

If ENGINEER is made a party to any litigation concerning OWNER's flood control structures, OWNER shall reimburse ENGINEER for all costs of defense pending a final determination of ENGINEER's professional liability. If ENGINEER is found by a court of competent jurisdiction to have been negligent, ENGINEER shall reimburse OWNER the costs of defense paid by OWNER, and shall satisfy any judgment up to ENGINEER's limitation of liability. Any amount in excess of ENGINEER's limitation of liability shall be paid by OWNER.

19. MAINTENANCE OF STRUCTURES AND SYSTEMS

OWNER agrees that structures and systems studied, reviewed, analyzed or designed by the ENGINEER are dependent upon OWNER's continued operation and maintenance of the project structures and systems in accordance with all permits, laws and regulations that permit the construction and operation of the structures and systems, including any Engineer prepared operations and maintenance plans. Should OWNER fail to operate or maintain the structures to be in full compliance with permits, approvals, and operations and maintenance plans, ENGINEER shall have no liability to OWNER, and OWNER shall indemnify, release and hold ENGINEER and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against ENGINEER.

20. VISUAL INSPECTIONS

For visual inspections, OWNER hereby releases, holds harmless, indemnifies and agrees to defend ENGINEER against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected, that are not readily discernible by external visual inspection through reasonable efforts.

21. DESIGN CRITERIA DISCLAIMER

Prevailing science and understanding of natural forces including, but not limited to, flood, rain, temperature, earthquakes and wind indicates a dynamic and non-stationary system of potential loads. OWNER acknowledges and accepts all liability for the selection of appropriate return intervals and selection of extreme natural events for the use in

the design of the dam, levee or flood control system. OWNER acknowledges they have taken into account the impacts of the various natural events when selecting the design criteria for the project.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party.



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581 | P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

Memorandum

Date: July 3, 2025

To: LPSNRD- Urban Subcommittee

From: Craig Matulka, Stormwater/Watershed Specialist

Subject: Community Assistance Program-Policy Guide Update

Staff has been recently asked to consider possible policy changes to the Community Assistance Program and submit them to the subcommittee for review.

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

- Including SID's as potential applicants in the policy guide, with City's, Village's and Homeowners Associations.
- Limiting the total amount of NRD cost-share assistance for each phase.
 - Not to exceed \$100,000.00 for the Study Phase.
 - Not to exceed \$100,000.00 for the Design Phase.
 - Not to exceed \$200,000.00 for the Construction Phase.
- The Design Phase must be 100% completed, and a construction project bid must be accepted by the Applicant before the LPSNRD Board approves the Construction Phase of the potential project.
- Applicants or their representatives are only allowed to apply for program cost-share once every two years unless it is the same project continuing forward from the previously approved study or design phase.

Background Information for the Urban Subcommittee to consider: Community Assistance Program information from 2010-2025.

- Average Cost-Share per project for the Study Phase is \$24,523.00.
- Average Cost-Share per project for the Design Phase is \$17,903.00
- Average Cost-Share per project for the Construction Phase is \$56,731.00

Lower Platte South Natural Resources District Community Assistance Program Policy Guide

Purpose:

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

Eligible Projects:

CAP funds may be used for such projects as improving stormwater or drainage, including studies to identify potential solutions; repairing storm erosion damage to public trails; stabilizing stream channels; etc. Cities and villages, as well as private homeowner's associations, may apply for funding assistance. Projects should be located on lands that provide a public benefit, e.g., common areas, stormwater detention areas, or provide benefits downstream of such areas. Cost-share is available for project studies, design, and construction phases. Each Phase has a limit on NRD cost-share. The not to exceed limits for each phase are as follows: Study Phase- \$100,00.00, Design Phase - \$100,000.00 and Construction Phase- \$200,000.00-

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

Review and Approval Process:

1. Interested parties should contact the LPSNRD Stormwater/Watershed Specialist to discuss issues, concerns, and CAP process for their natural resource-related problem.
2. After discussion and possible meetings on-site with LPSNRD staff, the applicant will send a letter requesting funding assistance for their project. This letter will consist of:
 - a. A description of the problem
 - b. The proposed solution
 - c. The benefits of the proposed solution to the general public.
 - d. The estimated schedule
 - e. Other participants in the project
 - f. Project Cost as well as other funding sources (if applicable)
3. The LPSNRD staff will present the applicant's request to the Urban Subcommittee for consideration; if approved, the subcommittee will make a recommendation to the full LPSNRD Board of Directors.

4. The Board of Directors will vote on the cost-share request during the regular monthly board meeting.
5. The LPSNRD staff will notify the applicant of the Board's decision, including the funding amount and process the LPSNRD has approved.

Reimbursement:

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

Study Phase:

- Before reimbursement in this phase, the study must be 100% complete with final study deliverables (e.g. reports of analysis & recommendations) submitted to the LPSNRD for review and approval. Upon review and approval of final study deliverables, the applicant shall submit a letter requesting reimbursement, proof of the final analysis, invoices/documentation of actual costs paid for the project, copy of all bills paid, proof of payment through canceled/cashed checks, and any other additional information to verify project completion. NRD Cost-share limit is \$100,000.00.

Design Phase:

- Before reimbursement in this phase, the design must be 100% complete with final plans, specifications, and engineer's cost opinion submitted to the LPSNRD for review and approval. Upon review and approval of final design materials, the applicant shall submit a letter requesting reimbursement, proof of the final design plans, invoices/documentation of actual costs paid for the project, a copy of all bills paid, proof of payment through canceled/cashed checks and any other additional information to verify project completion. NRD Cost-Share limit is \$100,00.00.
 - In certain circumstances construction observation will be included in the design phase. In this instance, the reimbursement for the design phase will not occur until after the construction of the project is completed due to construction observation services taking place during the actual construction project.
 - In instances where construction observation is included as part of the design contract and the applicant does not proceed with a construction phase, then an exception may be made to consider the design phase 100% complete, as long as the final design materials are completed, and all other documents are verified. The applicant would then be reimbursed for the design.

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

Construction Phase:

- Before reimbursement in this phase, the construction project must be 100% complete with a letter requesting reimbursement listing the total cost minus any other sources of funds, proof of the as-built plans approved and signed off by the engineer of record, invoices/documentation of actual costs paid for the project, canceled/cashed checks, and any additional information to verify project completion.
- Other documentation may need to be seen or completed depending on the project. For example, a dam may require a Construction Certification Form for dams from the Nebraska Department of Natural Resources (NeDNR).
- Any construction projects with a total project cost over \$200,000 may request consideration from the Board to obtain reimbursement as construction is ongoing.
 - For a ~~public agency~~ ~~municipality~~ municipality (City/ Village), if reimbursement is approved for a construction phase greater than \$200,000, an Interlocal Agreement between the applicant and LPSNRD must be completed to outline the requirements of the cost-share reimbursement for the project. (See Appendix A for the Interlocal Agreement example).
 - For non-municipal organizations/ associations (Homeowners Associations, SID's), if reimbursement is approved for a construction phase greater than \$200,000, then a contract between the applicant and LPSNRD must be completed to outline the requirements of the cost-share reimbursement for the project. *To be developed after approval of this policy.*
 - Construction projects greater than a total cost of \$200,000 are required to be maintained by the applicant for a minimum of 5 years after the project completion. The maintenance requirement will be included in the interlocal agreement/ contract requirements. The LPSNRD may periodically inspect projects to verify that the applicant is performing regular, ongoing maintenance. If the applicant removes the project prior to the end of the five-year period, then the LPSNRD will require the applicant to repay all or a portion of the cost-share money paid to applicant.
 - A letter requesting reimbursement, contractor pay application signed off by the Engineer of Record, copies of all bills paid, and proof of payment through canceled/cashed checks will be required for reimbursement while construction is ongoing. A final payment in this scenario will need a letter requesting final reimbursement, listing the total project cost minus any other sources of funds, as-built

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plans signed off by the engineer, and copies of all bills paid and proof of payment through canceled/cashed checks.

- Applicants may include construction observation services during this phase. Construction observation is typically completed by the Engineer of Record to ensure the contractor is completing the work to the plans and specifications.
- Before LPSNRD Board approval of this phase, the design phase must be 100% completed with approved plans. A construction bid for the project from a licensed contractor must be approved by the applicant and submitted to the LPSNRD Board for approval.

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Note: In some circumstances, depending on the size of the construction project, the Board may hold a defined amount of money for the final payment. There may be additional retainage held until the final payment/project is completed. Depending on the project size, the specific amount of retainage would be included in the Interlocal Agreement, contract, or LPSNRD CAP approval notification letter to the applicant, once approved by the Board. NRD Cost-Share limit is \$200,000.00.

Other Implementation:

1. There is no completion deadline for projects delayed due to weather or other justified circumstances. LPSNRD staff will communicate with the applicant regularly for status updates on the applicant's project so that LPSNRD staff can keep the Board informed of CAP project progress.
2. For planning and fiscal responsibility, the LPSNRD annually prepares budgetary constraints of its programs, including the CAP. Funding assistance for CAP projects for each fiscal year will be on a first come, first served basis.
3. Where applicable, the LPSNRD staff and/or Board will review project task costs to determine eligibility for cost share. Examples of non-cost-shareable items include (but are not limited to):
 - Riprap under a public infrastructure bridge. This is considered "bridge armoring" and a maintenance operation and is not looked at as a public benefit.
 - Dredging lakes is not considered a public benefit and is more for the benefit of the applicant.

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

4. Applicants may use other funding assistance (such as grants) while also receiving assistance from the LPSNRD Community Assistance Program. If additional funding is obtained, then the LPSNRD will cost share up to 50% of the portion of the project for the actual dollar amount the applicant is paying minus any other funding assistance.
 - Example: Total Project cost = \$100,000. The applicant has \$30,000 in additional funding from outside sources. The applicant would pay \$70,000. The LPSNRD could

potentially cost share up to 50% of the remaining funds paid by the applicant, and the LPSNRD would reimburse the applicant \$35,000.

5. If an approved CAP project results in higher than initially applied and approved for CAP cost-share, the applicant shall notify the LPSNRD as soon as possible and request an amendment to the approved ~~cost share~~cost-share for up to 50% of the increase paid by the applicant. The Board will determine whether or not to approve this additional amount.

6. If the project does not start within one year of the Board approval date, the LPSNRD reserves the right to cancel the cost-share application. The applicant will be required to reapply and restart the application process for consideration.

- 6.7. Applicants or their representatives are only allowed to apply for program cost share, once every two years unless it is the same project continuing forward from the previously approved study or design phase.

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