



LOWER PLATTE SOUTH natural resources district

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MEMORANDUM

Date: March 11, 2021

To: Lower Platte South Natural Resources District Board of Directors

From: Ariana Kennedy, Resources Conservationist *AK*

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Wednesday, March 10, 2021, the Recreation, Forestry and Wildlife subcommittee met via Zoom at 5:30 p.m. Subcommittee members present were; Anthony Schutz – Chair, Christine Lamberty, Lisa Lewis, Mark Spangler, Ray Stevens and John Yoakum. Others present were Terry Wittler (Capitol Beach Community Association), Brian Schuele (Olsson), Sue Kohles (Prairie Pines Partners), Mary Noel (Prairie Pines Partners), Aaron Clare (Nebraska Forest Service), Deb Eagan, Paul Zillig, David Potter, Tom Malmstrom and Ariana Kennedy. There were five agenda items to consider.

First, on the agenda was the revised request from Capitol Beach Community Association (CBCA). Terry Wittler (CBCA) informed the subcommittee that CBCA proposes CBCA and the District jointly obtain an easement to allow the District and CBCA an access path to Lincoln Saline Wetlands Nature Center (LSWNC) and Waterfront Place Street. The letter provided by Wittler lays out the terms. The District is in need of access to LSWNC for maintenance purposes. The tabled motion from the February board meeting was not taken up at the subcommittee meeting, instead a new motion was considered. Letter from CBCA and two maps are attached.

It was moved by Stevens and seconded by Yoakum and unanimously approved to recommend the Lower Platte South NRD Board of Directors accept the proposal from Capitol Beach Community Association to jointly obtain an easement to allow District and CBCA access to the Lincoln Saline Wetland Nature Center from Waterfront Place Street; CBCA would negotiate the easement with the property owners on behalf of the District and CBCA, the District would grant CBCA the right to use the path on the easement, CBCA and the District would cost share 50/50, not to exceed \$5,000 of District funds on the cost of paving/surfacing the path, screening and/or landscaping, each party would be responsible for their respective legal counsel fees, and once the easement terms are outlined, CBCA would return to the District for final approval.

Second, on the agenda was Prairie Pines Partners (PPP) request of matching funds for a Recreational Trails Program (RTP) grant for a trail connecting Murdock Trail to Prairie Pines. Kennedy reminded the subcommittee the District holds a conservation easement on the property located at 112th and Adams. Legal counsel has determined the proposed connector trail is within the terms and conditions of the easement.

Mary Noel (PPP) and Sue Kohles (PPP) did a presentation on the proposed trail project. There were several questions on ownership of the trail, hours of operation and maintenance of the trail. Kohles informed the subcommittee, the University of Nebraska will have a permanent easement on the trail on the property not located on Prairie Pines, and the intent is to eventually have the trail open seven days a week. However, Prairie Pines is owned by the University of Nebraska and falls under their direction for insurance and liability. Nebraska Forest Service (NFS) will maintain the trail.

Funding for the trail from the District was proposed at a 50/50 cost share with Prairie Pines. This amount is based on the cost estimate and contributions from the RTP grant, NFS, and Great Plains Trails Network (GPTN). ~\$428,000 cost estimate – (\$250,000 RTP funds + ~\$34,000 NFS tree removal services + \$25,000 GPTN funds) = \$119,000. $\$119,000/2 = \$59,500$ or approximately \$60,000. Letter, cost estimate and map are attached.

It was moved by Stevens and seconded by Lewis and approved to recommend the Lower Platte South NRD Board of Directors cost-share 50/50 with Prairie Pines Partners on the remaining portion needed for the Recreational Trails Program grant for the trail connecting Murdock Trail to Prairie Pines in an amount not to exceed \$60,000 of District funds.

5 voting yes, Schutz abstained

Third on the agenda was Olsson Amendment #1 and #2 for trail bank stabilization projects, channel erosion, and culvert installation. Kennedy stated these two Amendments would be added to the March 2019 Agreement with Olsson for the design and bid package for bank stabilization projects on MoPac and Homestead Trail. Kennedy reviewed Amendment #1 and informed the subcommittee there are erosion issues occurring on bridge #11. The channel has shifted to the north/northeast and is impacting the bridge abutment. The repair plan is to realign the channel and stabilize the banks. Services needed for these repairs include; a topo survey, wetland delineation, nationwide permit, floodplain permit work, and channel and bank stabilization design at a cost of \$23,950.

Amendment #2 addresses Bridge #9 on Homestead Trail. The bridge structure is in need of repairs, the abutment on south side of bridge is failing and channel erosion is occurring. The initial approach was to either repair the bridge or replace with a single span structure and stabilize the bank. However, repairs of the bridge structure would be expensive and it was determined a prefab bridge would not be able to accommodate heavy maintenance equipment needed for upkeep of the trail. The proposed plan is to design and install a concrete box culvert and bid this project separately. This will require a USACE permit modification, box culvert design, and bidding services at a cost of \$24,400. Amendments and map of bridge locations are attached.

It was moved by Stevens and seconded by Lamberty and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve Olsson Amendment #1 for bank stabilization and channel erosion issues on bridge #11 on Homestead Trail in an amount not to exceed \$23,950.00 and approve Olsson Amendment #2 for the removal of bridge #9, design of a concrete box culvert, and installation of concrete box culvert in an amount not to exceed \$24,400.00.

Fourth on the agenda was North American Wetlands Conservation Act (NAWCA) Grant Partner Agreement. Tom Malmstrom provided background on the grant and the Saline Wetland Conservation Partnership. The Agreement is between Ducks Unlimited (DU), City of Lincoln and NRD. The NRD had previously contributed funds for engineering on Saline Wetland restoration plans on Marsh Wren. This

amount was used as a contribution (old match funds) in the NAWCA grant proposal awarded to DU. The signing of the Agreement allows DU to proceed with the grant on the completion of Nebraska's Saline and Sandhills Wetland Initiative and allows the NRD to accept funding from the grant when determined. There will not be any new dollars from the District. The grant period runs through the year 2023. Agreement and NRD funding commitment letter are attached.

It was moved by Lewis and seconded by Stevens and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to sign the North American Wetland Conservation Act Grant Partner Agreement to allow Ducks Unlimited to facilitate completion of Nebraska's Saline and Sandhills Wetland Initiative grants.

Last on the agenda was the Amendment to Extend Interlocal Cooperation Agreement for Salt Creek Levee Trail. Kennedy stated the City of Lincoln and NRD have worked together to develop a recreational trail along the Salt Creek Levee system. Once the trails are constructed by NRD, NRD has historically transferred ownership of trail to the City. From J Street to N. 27th Street, there are segments of trail that have not been turned over to the City.

In spring of 2020, the City of Lincoln and NRD signed the Interlocal Cooperation Agreement for Salt Creek Levee Trail to allow for ongoing maintenance of the recreational trail until transfer occurs. This Amendment to the Agreement will allow for the maintenance to continue for one more year. Amendment and Interlocal Cooperation Agreement (includes map) are attached

It was moved by Lewis and seconded by Yoakum and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the Amendment To Extend Interlocal Cooperation Agreement for Salt Creek Levee Trail between the City of Lincoln and Lower Platte South Natural Resources District to maintain the levee trail for one year.

Potter provided an update on the Oak Creek Trail landslide and possible easement. Potter has spoken to the landowner about obtaining an easement on the 20' strip of land on their property through a temporary easement. The landowner seemed open to this possibility. Potter has prepared a letter and draft easement and will be sending this information to the landowner.

Kennedy said she spoke with Greg Bouc from the Village of Valparaiso and updated him on the Valparaiso gazebo status and amending the existing lease. Once an amendment to the lease is ready for review, staff will bring this the subcommittee.

Meeting adjourned at 6:55 p.m.

PC: RF&W subcommittee file

March 5, 2021

Paul Zillig
Lower Platte South
Natural Resources District
Pzillig@lpsnrd.org

Re: Lincoln Saline Wetlands Nature Center access path

Dear Paul:

The Capitol Beach Community Association (CBCA) proposes we work jointly to obtain an access easement and path a path across property at Waterfront Place which would allow NRD maintenance equipment to access the southern approximately one-quarter of the Nature Center which is currently inaccessible because the Old Oak Creek Ox Bow which is filled with water.

We would approach the adjoining property owners and negotiate easements that would allow NRD personnel and CBCA members access to Waterfront Place street and sidewalk. The NRD would also grant CBCA members the right to use the path. CBCA and the NRD would equally share the cost of paving (or other all-weather surface) the path of approximately \$5,000 and the final cost of the easement including screening or landscaping. Each party would pay their own lawyers costs, if any.

If this approach is tentatively approved, CBCA would negotiate with the land owners and then return to the board with a specific proposal for consideration.

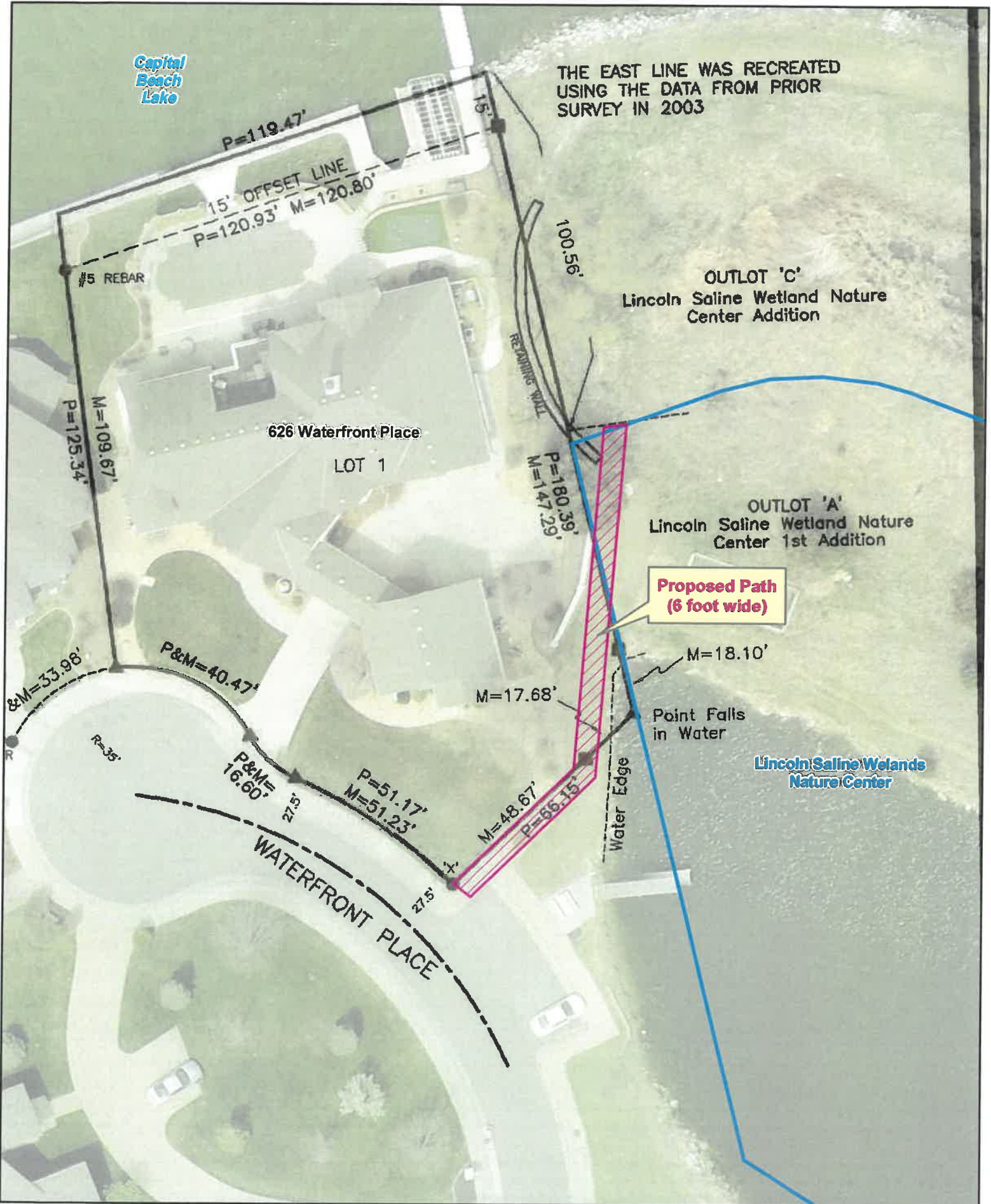
The CBCA Board does not have the authority to grant public access to our commons area including our existing walking path.

Sincerely,

Terry R. Wittler
CBCA Board Secretary
twittler@clinewilliams.com
402-770-6059



DRAFT - Capital Beach Community Association and Lincoln Saline Wetlands Nature Center - Path Easement





DRAFT - Capital Beach Community Association and Lincoln Saline Wetlands Nature Center - Path Easement





a refuge for all living things

February 11, 2021

Sue Kohles, Coordinator
Prairie Pines Partners
P.O. Box 5043
Lincoln, NE 68505

Paul Zillig, General Manager
Lower Platte South NRD
Box 83581
3125 Portia Street
Lincoln, NE 68501

Re: Prairie Pines Connection Trail Project request to be included on agenda of Recreation, Forestry and Wildlife Subcommittee meeting.

Mr. Zillig,

This letter requests that representatives of the Prairie Pines Partners (PPP) and Nebraska Forest Service (NFS) be placed on the agenda of the next meeting of the Recreation, Forestry and Wildlife Subcommittee of the Lower Platte South Natural Resources (LPSNRD) Board of Directors, for funds consideration for a trail project.

The PPP and NFS represent a successful collaborative of agencies involved with the proposed Prairie Pines Connection Trail. The proposed trail will connect the Murdock Trail, which now dead ends on north 112th Street, to the Prairie Pines Nature Preserve (PPNP) located at 3100 North 112th Street.

Prairie Pines is owned by the University of Nebraska Foundation (UNF), leased by the University of Nebraska Institute of Agriculture and Natural Resources and physically managed by the Nebraska Forest, in collaboration with the Prairie Pines Partners 501 (c)(3) nonprofit who manages access and programming at the site. All have been consulted, are supportive and/or are involved in this project.

The LPSNRD holds the Conservation Easement on Prairie Pines. It was the first Conservation Easement in the State due to the efforts of Prairie Pine's donors Walt and Virginia Bagley and the LPSNRD. The LPSNRD has previously provided a letter of approval to the UNF for the trail project, stating that that the trail would be in compliance with the Conservation Easement.

The Lancaster County Engineering Department was consulted, provided input and is in agreement with the project as planned. The City of Lincoln Parks & Recreation Planning Department also supports the project. Lincoln Parks & Recreation manages the Murdock Trail and has agreed to make needed improvements to the Murdock trail from 98th to 112th Street.

The PPP are a project sponsor and have been involved with the project since its inception. PPP are raising the cash match funds for the grant. The NFS will be the grant applicant and fiscal agent. The NFS will provide the maintenance for the trail, and have developed a maintenance plan. PPP will assist with maintenance as needed.

Prairie Pines Partners

www.prairiepines.org • info@prairiepines.org • 3100 N. 112th St. • P.O. Box 5043 • Lincoln, NE 68505

LPSNRD funds are requested to assist with matching funds for a Nebraska Game and Parks Recreational Trails Program (RTP) grant application to fund the three-quarter mile aggregate surfaced trail. The first one-third mile of the trail will be on a permanent easement from an adjacent landowner who is supportive of the project. The UNF will hold the permanent easement. The remainder of the trail will be on PPNP and will have one water crossing, which contributes to a significant portion of the total project cost. The trail will terminate at the Welcome Center where it connects to the many grassed trails of PPNP. In addition, it will provide an ADA accessible trail onsite.

An Opinion of Cost was developed by Olsson Associates (please see attachment). The projected total cost of the project was determined to be \$437,351. A breakdown of funding sources is as follows: maximum federal grant award \$250,000; Force Labor for tree removal services (NFS) \$34,458; cash match \$152,893.

We are respectfully requesting funding from the LPSNRD in the amount of \$100,000. The Great Plains Trail Network has committed \$25,000 for the project. The PPP will also be contributing to the match funds, including proceeds from the "Run Four the Pines". Other fundraising is ongoing.

The proposed schedule for the project is as follows:

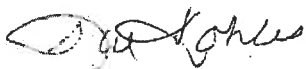
- April – May, 2021: RTP Grant application
- January 2022: Grant award
- March 2022: Procure for engineering design and construction engineering
- April 2022–July 2022: Project design
- August 2022- October 2022: Permitting and tree removals
- November 2022– June 2023: Construction period

The mission of the PPNP is to "sustain habitat for all living things through conservation, education, and experience to promote a lasting connection with the natural world and its resources". This is being undertaken through the efforts of NFS, Prairie Pines Partners and its volunteers. Previous to the pandemic, natural resource conservation education and nature-based activities and events brought ever increasing numbers of the public to the site, especially families with children. Although those activities are on hold, the many grassed trails and green space remain open. Prairie Pines serves as a therapeutic escape during the pandemic, respectful of the health measures required due to Covid-19. Our nature-based education has continued through the presence of natural resource conservation interpretive signage along trails.

Providing increased access to PPNP is part of its mission. Construction of parking lots and roadways is restricted due to the Conservation Easement – and with good reason. Providing a safe nonmotorized connection between Prairie Pines, the surrounding area, and the greater Lincoln trail system is a sustainable way to share PPNP as it was intended. With the completion of the trail project, open hours will be expanded to provide even greater access.

We respectfully request to be included on the Recreation, Forestry and Wildlife Subcommittee meeting agenda to provide a presentation about this project and be considered for funding. Thank you!

Sincerely,



Sue Kohles,
Coordinator, Prairie Pines Partners
info@prairiepines.org
402-525-7653

cc:

Aaron Clare, Nebraska Forest Service Forestry Property Manager
Chet Pohling, University of Nebraska Foundation Associate General Counsel



Prairie Pines Trail Connection
2021-02-22

North Trail

Item	Unit	Qty	Unit Cost	Total
8-Foot Wide, Crushed Rock Bikeway Surfacing	TN	340	\$ 100.00	\$ 33,969.38
Trail Subgrade Prep	SY	1,830	\$ 10.00	\$ 18,300.00
Earthwork Cut	CY	285	\$ 20.00	\$ 5,700.00
Earthwork Fill	CY	0	\$ 25.00	\$ -
Seeding	AC	0.49	\$ 5,000.00	\$ 2,433.61
12" RCP Culvert	LF	50	\$ 60.00	\$ 3,000.00
12" RCP Flared End Section	EA	2	\$ 1,500.00	\$ 3,000.00
Rip Rap Pads at Flared End Section	EA	2	\$ 1,000.00	\$ 2,000.00
Bollards	EA	6	\$ 400.00	\$ 2,400.00
Road Crossing Signage	EA	2	\$ 250.00	\$ 500.00
Trail Signage	EA	3	\$ 350.00	\$ 1,050.00
Construction Subtotal				\$ 72,352.99
Construction Contingency 15%				\$ 10,852.95
Subtotal				\$ 83,205.94

South Trail

Item	Unit	Qty	Unit Cost	Total
8-Foot Wide, Crushed Rock Bikeway Surfacing	TN	308	\$ 100.00	\$ 30,825.96
Subgrade Prep	SY	1,661	\$ 10.00	\$ 16,606.58
Earthwork Cut	CY	215	\$ 20.00	\$ 4,300.00
Earthwork Fill	CY	75	\$ 25.00	\$ 1,875.00
Seeding	AC	0.43	\$ 5,000.00	\$ 2,150.00
Trail Signage	EA	2	\$ 350.00	\$ 700.00
Pedestrian Bridge and Associated Costs	LS	1	\$ 135,000.00	\$ 135,000.00
Tree Trimming	LS	1	\$ 10,000.00	\$ 10,000.00
Tree Removal	LS	1	\$ 25,000.00	\$ 25,000.00
Construction Subtotal				\$ 226,457.54
Construction Contingency 15%				\$ 33,968.63
Subtotal				\$ 260,426.17

Total Estimated Construction \$ 343,632.11

Olsson Engineering and Administration

Project Management	\$ 5,000.00
Survey	\$ 5,000.00
Environmental Analysis and Permitting	\$ 12,500.00
Hydraulic Analysis	\$ 7,500.00
Engineering Design	\$ 19,500.00
Structural Design	\$ 21,000.00
Bidding Services	\$ 3,000.00
Construction Administration and Observation	\$ 10,000.00
Closeout Services	\$ 1,000.00
Engineering Subtotal	\$ 84,500.00

Total Estimated Project Costs

Total Estimated Project \$ 428,132.11

In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.



Prairie Pines Nature Preserve Connection Trail, Lancaster County





LETTER AGREEMENT AMENDMENT #1

Date: February 5, 2021

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated March 14, 2019 between Lower Platte South NRD ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Homestead and MoPac Trail Bank Stabilization (the "Project")
Near Hickman, Elmwood, and Eagle, Nebraska

SCOPE OF SERVICES

It is understood that the Client would like to address bank stabilization and channel erosion issues recently identified at the location of Bridge 11 on Homestead Trail. These repairs shall be added to the design and bid package of the current bank stabilization project.

Topographic Survey

- Conduct a field survey to determine existing topographic features, existing trail location, this will include spot elevations, and will provide one-foot contours, drainage structures, trees with spot elevations at the base of tree along with trunk size, shrubs, fences, perimeter outlines only of tree mass along creek channel and areas where the site is thickly wooded. Field personnel will utilize an ATV to drive to the areas to gather data for the topographic survey within the area shown on the provided exhibit. Survey crew will establish benchmark and control points during the field survey.
- Prepare a site plan showing the information obtained during the field survey. The utility locations and sizes will be determined by surveying the visible features and using record information from the utility owners. No underground exploration for utilities will be provided. No Legal Boundary Survey will be performed to determine the property boundaries.

Wetland Delineation

Olsson will complete a Wetland Delineation of the project study area, following the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January, 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0) (March, 2010).

- **Desktop Review.** Olsson will complete a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.
- **Wetlands (WETS) Table Analysis for Agricultural Lands.** Using the methodology described in the U.S. Department of Agriculture (USDA) Part 650-Engineering Field Handbook, Olsson will complete WETS Tables to determine if the area had a normal amount of precipitation for a given year. Once years with normal precipitation are determined, Olsson will review historic National Agricultural Imagery Program (NAIP) aerials to determine if signatures of wetlands are present in those years determined to have normal amounts of precipitation.
- **Site Visit.** Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands and other waters identified during the desktop review. The site visit must be conducted during the Corps specified growing season (May 1 – October 31). The site visit will be conducted by traversing the project study area to identify wetland characteristics including hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland and/or other waters boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Midwest Region Data Forms will be filled out. Photographs documenting site conditions, including wetlands and other waters, will be taken. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.
- **Report.** Upon completion of the site visit a report documenting the findings of the Wetland Delineation will be prepared detailing the presence or absence of wetlands and other waters within the project study area. The Wetland Delineation Report will include a narrative of how the Wetland Delineation was conducted and a summary of the results of the Wetland Delineation. Figures documenting information gathered during the desktop review and figures showing wetland and other waters boundaries, sample point locations, and photo point locations will be included along with a photo log documenting conditions at the time of the site visit. The report will also include a description of Olsson's opinion of whether the wetlands and other waters are jurisdictional and, therefore, Waters of the U.S.

During the site visit a survey for state and federally listed threatened and endangered species that could potentially exist within the project study area and their habitat will occur.

USACE Section 404 Nationwide Permit

As part of the permitting process Olsson will supply delineation shapefiles with wetland and other waters boundaries to the Client and design team to calculate the acreages and lengths of impacts to wetlands and other waters.

Olsson assumes the project will be eligible for a Nationwide Permit (NWP) from the Corps because it is believed this project will include less than 0.5 acre of impacts to jurisdictional wetlands and less than 300 linear feet of impacts to jurisdictional streams. If there are impacts to Waters of the U.S. and thus a NWP is necessary for the project, Olsson will prepare a Pre-Construction Notification (PCN) letter as part of the NWP application. As part of the NWP process, Olsson will also coordinate with the U.S. Fish and Wildlife Service (USFWS), the Nebraska Game and Parks Commission (NGPC), and the Nebraska State Historical Preservation Office (NeSHPO) as required by the Corps.

Following the submittal of the NWP application, Olsson will coordinate with the Corps to verify that they have all the required information needed to process the application. Olsson will also coordinate with the Nebraska Department of Environmental Quality (NDEQ) for circumstances where Water Quality Certification (Title 117, Nebraska Administrative Code) is required. If project changes increase impacts after the PCN submittal and a modification of the NWP application is needed, or if an Individual Permit is determined to be required after impacts have been calculated, additional fees and scope will be required. In addition, Olsson assumes project impacts will not exceed 0.1 acre of wetland or 300 linear feet of channel and compensatory mitigation will not be required. Should impacts exceed 0.1 acre of wetland or 300 linear feet of stream, a mitigation plan can be developed for an additional fee.

After the permit is obtained, a summary sheet detailing permit conditions will be prepared to assist in compliance during construction.

Assumptions:

1. Client/Design Engineer will provide:
 - a. Design information, including construction limits, for impact calculations
2. Items not included in scope:
 - a. Jurisdictional Determination Request
 - b. Individual Section 404 Permit Application
 - c. Additional Site Visits with the Corps
 - d. Migratory Bird Treaty Act Nesting Surveys
 - e. Bald and Golden Eagle Nest Surveys
 - f. Agency Requested Threatened and Endangered Species Specific Survey
 - g. Agency Requested Historic or Cultural Resource Surveys
 - h. Floodplain Permitting
 - i. Wetland or Stream Mitigation Plan
 - j. NeSCAP Stream Assessment
 - k. Delineation of additional areas outside of the defined study area

Floodplain Development Permit

Prepare and submit the necessary floodplain development permits for the work associated with the improvement projects. It is assumed that no hydraulic modeling will be required to obtain the Floodplain Development Permits.

Channel and Bank Stabilization Design

Prepare plans and specifications as needed to realign the channel to its historic condition, shifting the channel away from the bridge abutment and providing a stabilized bank to minimize future erosion.

Design Plans shall include the following:

- Cover Sheet
- Overall Site Plan (showing access from nearby roads).
- Existing Conditions Plan
- Grading Plan

COMPENSATION


Task	Description	Fee Type	Fee
Phase 300 – Homestead Trail Bridge 11 Bank Stabilization			
300100	Project Management	TMNTE	\$1,500.00
300200	Topographical Survey	TMNTE	\$ 3,250.00
300300	Wetland Delineation	TMNTE	\$5,100.00
300400	USACE Section 404 Nationwide Permit	TMNTE	\$5,100.00
300500	Floodplain Development Permit	TMNTE	\$3,500.00
300600	Channel and Bank Stabilization Design	TMNTE	\$5,500.00
Total			\$23,950.00


TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson.

OLSSON, INC.

By 
Brian Schuele, PE

By 
Eric Beiermann

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

LOWER PLATTE SOUTH NRD

By _____
Signature

Printed Name _____

Title _____

Dated: _____



LETTER AGREEMENT AMENDMENT #2

Date: February 5, 2021

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated March 14, 2019 between Lower Platte South NRD ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Homestead and MoPac Trail Bank Stabilization (the "Project")
Near Hickman, Elmwood, and Eagle, Nebraska

SCOPE OF SERVICES

It is understood that the Client would like to remove the existing Homestead Trail Bridge 9 and replace it with a concrete box culvert. The culvert will be designed and bid as a separate project from the current bank stabilization project. The bank stabilization measures that were previously designed (sheet pile, riprap, etc.) shall be removed from the current bank stabilization project as they will no longer be necessary.

USACE Permit Modification

Due to the change in design from the original permit documents, a permit modification will be required.

- Olsson environmental staff will coordinate to ensure design plans meet USACE requirements.
- Olsson will prepare summary documentation for delivery to USACE for a Section 404 Permit Amendment.
- Olsson will coordinate with USACE project management and assumes up to two rounds of comments from USACE.
- Olsson assumes the project changes would not require resubmittal of a new pre-construction notification package. If the project design scope changes result in increased impacts to wetlands and waters of the U.S., additional fee and coordination with USACE would be required.

Box Culvert Design

In general, the extent of this task will include final concrete box culvert design for a concrete box culvert to replace the existing timber structure on the Homestead Trail at Bridge No. 9; estimated to be a single 9-foot by 9-foot concrete box culvert that is 40-foot long. The culvert extension will be designed in accordance with the recommendations of the hydraulics design, in coordination with the Client and civil site design. Rock riprap or other stream protection methods will be incorporated as required.

Design of this structure shall be conducted in accordance with most current version of American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Designs (LRFD) Bridge Design Specifications along with requirements outlined in the NDOT Bridge Office Policies and Procedures (BOPP) Manual and client requirements.

Work associated with this task shall be coordinated with other tasks within the project schedule and all submittals will match civil site submittals. Details of specific task elements include the following:

- Plan Development and Engineering Design - Olsson will provide structural design in coordination with other disciplines according to the milestones below:
 - 60% Bridge Design
 - At this stage, original design shall be complete on the structure accompanied by design calculations and quantities.
 - 90% Bridge Design
 - At this time an independent check of the design calculations and plans shall take place by a licensed engineer. Any comments or contradictions shall be reconciled with the original design at this time. Project Special Provisions will be submitted for review at this milestone.
 - Final Bridge Design
 - This shall include final, sealed, bridge plans, special provisions, design calculations, quantity calculations, and an engineer's estimate of probable cost.

- Structural design includes:
 - Design of concrete thicknesses and steel reinforcing layout for box culvert section based on specified fill depths.
 - Design of inlet and outlet wing walls.
 - Preparation of construction documents detailing structure layout, concrete thicknesses, and reinforcing steel requirements.
 - Calculation of structure quantities and tabulation of reinforcing steel required.
 - Develop any special provisions required for construction of the culvert.
 - Prove a LRSS upon submittal of final design. This shall conform to NDOT

requirements in accordance with their BIP Manual and account for heavier truck loadings on the trail as indicated by the Client.

- Civil design includes:
 - Existing conditions and removals.
 - Site plan showing culvert alignment/orientation to the site.
 - Grading plan showing grading and riprap at the upstream and downstream ends of structure.
 - Preparation of bid specifications.

- Hydrologic/Hydraulic design includes:
 - Calculation of drainage area for the proposed box culvert.
 - Size the proposed box culvert based off the drainage area and flows.
 - Design inlet and outlet erosion control, as necessary.

Bidding Services

Olsson shall assist the Client in selection of private construction contractors on a competitive public bid basis. Tasks performed under bidding shall include the following:

- Prepare and Distribute Bid Documents - Olsson shall arrange for preparation and distribution of bid documents to prospective bidders through Quest online bidding service.
- Answer Bidder Questions – Olsson shall answer bidder's questions regarding the construction documents.
- Maintain Bidders List – Olsson shall collect and maintain information about the bidders that have bidding documents.
- Prepare Addenda – Olsson shall prepare and distribute addenda that may be needed during the bid phase to the bidders that have bidding documents. Up to one (1) addenda is included.
- Attend Bid Opening – Olsson shall attend bid opening to assist Client in opening bids.
- Evaluate Bids – Olsson shall evaluate the bids and qualifications of the bidders and provide a tabulation of all bids for comparison and discussion with Client. We will also make a recommendation of award to Client based on the bid tabulations.
- Prepare Conforming Copies of Contracts – Olsson shall assist the Client in the preparation and distribution of conforming copies of the executed contracts.

COMPENSATION


Task	Description	Fee Type	Fee
Phase 400 – Homestead Trail Bridge 9 Box Culvert			
400100	USACE Permit Modification	TMNTE	\$1,500.00
400200	Box Culvert Design	TMNTE	\$ 20,900.00
400300	Bidding Services	TMNTE	\$2,000.00
Total			\$24,400.00

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson.

OLSSON, INC.

By 
 Brian Schuele, PE

By 
 Eric Beiermann

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

LOWER PLATTE SOUTH NRD

By _____
 Signature

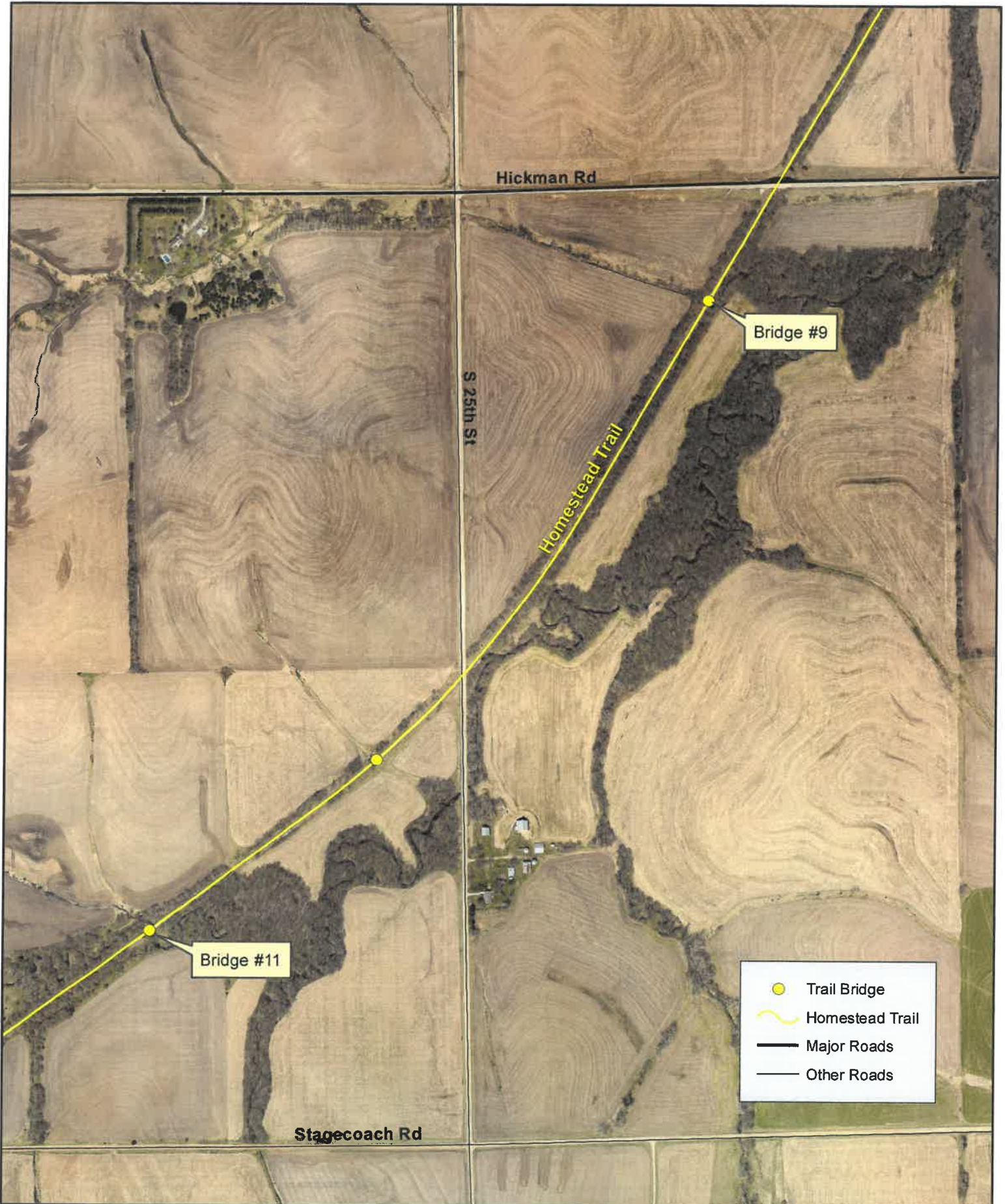
Printed Name _____

Title _____

Dated: _____



Homestead Trail Bridges near S 25th Street and Hickman Road Lower Platte South Natural Resources District



NORTH AMERICAN WETLANDS CONSERVATION ACT
GRANT PARTNER AGREEMENT

This Agreement is effective as of the date fully executed below, between Ducks Unlimited, Inc. (“DU”), City of Lincoln (“City”), and Lower Platte South Natural Resources District (“NRD”), all members of the Saline Wetlands Conservation Partnership (“Partnership”) to facilitate completion of grants awarded to DU under the North American Wetlands Conservation Act (“NAWCA”) (“Project”).

WHEREAS, NAWCA provides federal grants to conserve wetland and associated upland for the benefit of migrating waterfowl, shorebirds, and other wildlife.

WHEREAS, certain NAWCA proposals addressed to North American Wetlands Conservation Council Coordinator have been approved for NAWCA funding by the Migratory Bird Conservation Commission (CFDA No. 15.623).

WHEREAS, DU intends to serve as the NAWCA grant recipient on behalf of the City and NRD and to administer grant funds received under certain NAWCA grant agreements (“Grant”) issued by the U.S. Fish and Wildlife Service (“USFWS”) and accepted by DU.

WHEREAS, City and NRD intend to be a provider of match funds and deliver projects under the NAWCA Grant.

WHEREAS, DU , City, and NRD intend to cooperate to complete the Project by development(s) as described in Exhibit A of this Agreement (“Project Elements”).

NOW, THEREFORE, in consideration of the above premises and other terms and conditions listed herein, DU, City and NRD agree to undertake the Project as follows:

I. SCOPE OF WORK

The Project will be conducted in accordance with the Project Proposal and all Terms and Conditions detailed by USFWS in the NAWCA Grant Administration Standards dated January 2018 (hereinafter “Standards”), which Terms and Conditions are attached as Exhibit B hereto and included as part of this Agreement.

II. SCOPE OF THE AGREEMENT

This Agreement will be in force for the Grant Project period (June 25, 2020 – June 25, 2023) plus an additional twenty-five (25) years.

A. DU agrees:

1. Subject to the execution of the Grant, to receive and administer Grant funds in accordance with the Project Proposal.
2. Donate such cash, goods, and/or services to City and NRD to complete the Project Elements in the amount(s) detailed in Exhibit A.

B. CITY and NRD agree:

1. To accept cash, goods, and/or services from DU and other Project partners to complete Project Elements as described in Exhibit A.
2. To provide matching contributions as described in City and NRD funding commitment letter included in the Project Proposal and described in Exhibit A.
3. That it accepts and will comply, as a match provider and on DU's behalf and for DU's benefit, with the provisions of the Standards.
4. To provide all reasonable and necessary services to ensure the timely completion of the Project within the Grant's Project Period.
5. As warranted, provide invoices to DU which include NAWCA project name and expenses.
6. Provide bid and invoice documentation for all contract work associated with this Agreement.
7. To immediately reimburse DU for any repayment or reimbursement DU must make to USFWS under the Grant that is caused by or results from City or NRD failure to comply with the terms and conditions of this Agreement.
8. In accordance with II.B.3. above, to reimburse USFWS or be bound to the alternative for redress chosen by the USFWS if any habitat restored, enhanced, created, or acquired by or for the Partnership is managed, conveyed, or administered in a manner inconsistent with the Standards and/or the Project purpose. Further, under these circumstances, City and NRD will reimburse DU for costs incurred by DU to restore, enhance, create, or acquire any habitat that is managed, conveyed, or administered in a manner inconsistent with Project purposes.
9. To permit DU, USFWS, and their designees to conduct site inspections of the Project.

C. DU, CITY and NRD mutually agree:

1. To acknowledge the contribution of each party in oral or written communications related to the Project. City, NRD and/or DU will provide mutually acceptable Project signs and will erect and reasonably maintain these signs at a convenient viewing location in close proximity to the Project.
2. To freely exchange Project information and to periodically review, study, and consider modifications to the Project pursuant to the terms of this Agreement.
3. That should USFWS amend or modify the terms and conditions of the NAWCA Grant Administration Standards that are included in the Grant between the date the Project Proposal was approved by the Migratory Bird Conservation Commission and the date the Grant was issued by the USFWS such that NAWCA Grant Administration Standards contain different terms and conditions than the Standards currently attached as Exhibit B to this Agreement, that such revised NAWCA Grant Administration Standards shall be substituted for the Standards and shall become part of this Agreement as "Standards".
4. In the event the parties hereto are unable to agree regarding their obligations under this Agreement, they shall select a mutually acceptable third party to mediate the matter.

5. That DU or USFWS shall bear no responsibility or liability with respect to any claims or suits by third persons for damages incurred or suffered resulting from, or caused by, City, NRD, any subcontractor, or their respective employees, agents, servants, and assigns activities under this Agreement. City and NRD agree that it will indemnify, defend, and save DU and USFWS harmless from and against all losses and all claims, demands, payments, suits, actions, recoveries, judgments, costs, and expenses of every nature and description brought or recovered against DU or USFWS or expended by DU or USFWS, including the payment of attorneys' fees arising from the performance by the City and NRD, any subcontractors, and/or their respective employees, agents, servants, and assigns of the City and NRD obligations under this Agreement.

III. EXECUTION AND MODIFICATION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year finally executed below. Further, only the mutual prior written agreement of both parties may modify this Agreement.

DUCKS UNLIMITED, INC.

CITY OF LINCOLN

 Johann Walker
 Director of Operations, Great Plains Region
 Title

 Signature

 Title

 Date

 Date

**LOWER PLATTE SOUTH NATURAL
 RESOURCE DISTRICT**

 Signature

 Title

 Date

EXHIBIT A
PROJECT ELEMENTS

Summary of Project Elements (see Project Proposal for details):

Nebraska's Saline and Sandhills Wetland Initiative F20AP10116

Tract 1, Saline Wetland Acquisition

Fee-title acquisition of a to be identified Saline Wetland property by the Saline Wetland Conservation Partnership.

Acquisition Acres = 200
NAWCA Grant = \$393,040
New Match = \$68,117 Ducks Unlimited, Inc.
New Match = \$373,495 City of Lincoln
Old Match = \$91,233 City of Lincoln
Old Match = \$275,000 Nebraska Environmental Trust

Tract 2, Saline Wetland Restorations

Restoring Saline Wetlands at Jack Sinn WMA and at to be determined Saline Wetlands.

Restoration Acres = 404
NAWCA Grant = \$81,980
New Match = \$22,236 Ducks Unlimited, Inc.
Old Match = \$29,071 City of Lincoln
Old Match = \$189,364 Lower Platte South Natural Resources District

EXHIBIT B
TERMS AND CONDITIONS

1. NAWCA Grant Administration Standards dated January 2018, accessed at the following location and incorporated by reference herein:
<https://www.fws.gov/migratorybirds/pdf/grants/USGrantStandards.pdf>
2. The applicable portion of the USFWS Financial Assistance Award Terms and Conditions posted at <http://www.fws.gov/grants/atc.html> shall apply and are incorporated by reference herein.
3. If City and NRD are not individuals, City and NRD shall submit the following upon signing this Agreement:

- a. FFATA Form included as Exhibit B-1

4. By signing this Agreement, the authorized official of the City and NRD certifies, to the best of his/her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. The City and NRD certify by signing this Agreement that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from participation in this transaction by any federal department or agency.

EXHIBIT B-1
FFATA FORM

The Federal Funding Accountability and Transparency Act (FFATA) requires Ducks Unlimited to report the following information:

I. PRIME AWARD INFORMATION

1. FEDERAL AWARD IDENTIFIER NUMBER (FAIN)	F20AP10116
2. FEDERAL AGENCY NAME	U. S. Fish and Wildlife Service
3. PRINCIPAL PLACE OF PERFORMANCE	Nebraska
4. CFDA NUMBER	15.623
5. AWARD TITLE	Nebraska's Saline and Sandhills Wetland Initiative
6. TOTAL FEDERAL FUNDING AMOUNT	\$1,000,000
7. DATE AWARD SIGNED	June 25, 2020

II.A. SUBAWARD INFORMATION

1. SUBAWARD ORGANIZATION NAME	City of Lincoln
2. SUBAWARD NUMBER	CL-1
3. AMOUNT OF SUBAWARD – federal portion only	\$475,020
4. DATE SUBAWARD SIGNED	

II.B. SUBAWARDEE INFORMATION

1. DUNS NUMBER	
2. ORGANIZATION NAME	City of Lincoln
3. "DOING-BUSINESS-AS" (DBA) NAME (if applicable)	
4. SUBAWARDEE PARENT DUNS # # (if applicable)	
5. ADDRESS	
Street Address (1)	
Street Address (2)	
Street Address (3)	
City	
State	
Country	
Zip+4 (n/a for non-U.S. locations)	
6. SUBAWARD PRINCIPAL PLACE OF PERFORMANCE	
City (or County)	
State	Nebraska
Country	USA
Zip+4 (n/a for non-U.S. locations)	
* Work will also take place in the following counties:	

II.C. COMPENSATION DATA – THRESHOLD QUESTIONS

	Yes	No
1. In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?		
2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports (e.g., Form 990) filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986?		

II.D. COMPENSATION DATA

If you answered Yes to Question C.1. and No to Question C.2., please provide the names and total compensation of the top five highly compensated officials of your organization. Total compensation is defined at 2 CFR Part 170.330.

Otherwise, proceed to Section E.

EMPLOYEE NAME	DOLLAR AMOUNT
DOLLAR AMOUNT	
1.	
2.	
3.	
4.	
5.	

II.E. I certify that the above information is accurate and complete for our organization. I understand that the information provided on this form is required by FFATA, and will be reported on the FSRS.gov website and the USASpending.gov public website.

SIGNATURE:

Name of Entity	
Person Signing for Entity	
Title	
Date	

**NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL
PARTNER CONTRIBUTION STATEMENT**

What is the title of the proposal that you are contributing to? *Nebraska's Saline and Sandhills Wetland Initiative*

What is the name of your organization (private landowners/individuals indicate "Private")? *Lower Platte South Natural Resources District*

When will you make the contribution? *Our contribution was made in 2017 and 2018.*

What is the value of your contribution and how did you determine the value? *\$189,364. This is based on actual costs.*

Does the contribution have a non-Federal origin? *The funds are non-federal.*

If this is based on a fund-raising event or other future action, if that future action fails, will you still provide the contribution amount? *No future fund-raising is required as the funds have already been expended.*

What long-term migratory bird and wetlands conservation work will the contribution cover? *As part of our ongoing efforts as members of the Saline Wetlands Conservation Partnership, our contribution was made toward the contract engineering for Saline Wetland Restoration plans. These restorations once completed will provide decades of conservation value in this unique wetland complex that provides habitat for migratory birds and endangered species.*

Does the proposal correctly describe your contribution, especially the amount? *Yes.*

If applicable to the proposal, is your organization competent to hold title to, and manage, land acquired with grant funds and are you willing to apply a Notice of Grant Agreement or other recordable document to the property? *Yes.*

Please confirm that your contribution has not been used to meet any other federal programs match or cost share requirements. *This contribution has not been used to meet any other federal match or cost share requirements.*

Will the project benefit tribal hunting and fishing treaty rights and if so, how? *No.*

Do you have any additional comments? *No*

Signature:

Name (printed), Title, and Affiliation:

Date Signed:

JUNE 24, 2019

*PAUL D. ZILLIG, GENERAL MANAGER
LOWER PLATE SOUTH NRD*

AMENDMENT TO EXTEND
INTERLOCAL COOPERATION AGREEMENT
FOR SALT CREEK LEVEE TRAIL

This Amendment to Extend Interlocal Cooperation Agreement for the Salt Creek Levee Trail (“Amendment”) is made and entered into as of the date it is fully executed below by and between the City of Lincoln, Nebraska, a municipal corporation (“City”) and the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska (“NRD”). This Amendment amends and extends the term of the Interlocal Cooperation Agreement for the Salt Creek Levee Trail (“Agreement”) approved by Executive Order No. 94380 dated May 11, 2020.

The parties enter into this Amendment to extend the Agreement for an additional one (1) year term from May 12, 2021 to May 11, 2022. The Agreement shall operate under the same terms and conditions as provided therein, unless otherwise provided in writing herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF LINCOLN, NEBRASKA,
A Nebraska municipal corporation,

DATED: _____

BY: _____
Leirion Gaylor Baird, Mayor

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT,
A Nebraska political subdivision,

DATED: _____

BY: _____
Paul Zillig, General Manager



94380

CITY OF
LINCOLNTM
NEBRASKA
MAYOR LEIRION GAYLOR BAIRD

EXECUTIVE
ORDER

NO. 94380

Tracking #20030233

03/26/2020 P&R/mrj/s.hartzell

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CHARTER OF THE
CITY OF LINCOLN, NEBRASKA:

I hereby execute and approve on behalf of the City of Lincoln, Interlocal Cooperation Agreement to define the maintenance responsibilities for the Salt Creek Levee Trail. This agreement shall expire one year from the date of acceptance or at such time the ownership of the trail is transferred to the City.


The City Clerk is hereby directed to return one signed original of the Executive Order and original of the Contract to Lynn Johnson at Lincoln Parks and Recreation Department.

Dated this 11~~th~~ day of May, 2020.


Leirion Gaylor Baird, Mayor

Approved as to Form & Legality:

Approved:


Asst. City Attorney


Lynn Johnson
Parks & Recreation Director

INTERLOCAL COOPERATION AGREEMENT
FOR SALT CREEK LEVEE TRAIL

This Interlocal Cooperation Agreement for the Salt Creek Levee Trail ("Agreement") is made and entered into as of the date it is fully executed below by and between the City of Lincoln, Nebraska, a municipal corporation ("City") and the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska ("NRD").

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

WHEREAS, both City and NRD have an interest in and have worked together for the development, establishment, and management of recreational trails for the benefit of the public in both the City of Lincoln and Lancaster County. Both City and NRD have benefitted greatly from the assistance of the Great Plains Trails Network in this endeavor;

WHEREAS, NRD is responsible for the Operation and Maintenance of the US Army Corps of Engineer's Salt Creek Levee System. This levee system was constructed in the 1960's and is required to be maintained to Corps standards.

WHEREAS, NRD has developed portions of the Salt Creek Levee Trail from J Street to North 27th Street on primarily NRD owned property within the City limits, as shown on Exhibit "A" and incorporated herein by this reference, generally along the Salt Creek and its levee system. The ownership for the trail will be turned over to the City soon, but the parties desire to memorialize an agreement for ongoing maintenance until such transfer occurs;

NOW, THEREFORE, it is mutually agreed between the parties to cooperate according to the terms and conditions as follows:

1. **Purpose.** The purpose of this Agreement is to further the interests of both City and NRD through cooperative exercise of authority among the parties without creating a joint or separate legal or administrative entity. This Agreement provides a mechanism for the future ownership, operation, and maintenance of the Salt Creek Levee Trail. This Agreement shall not supersede, unless otherwise provided herein, the Crescent Green Park agreement between the parties authorized by Executive Order No. 26886 dated May 13, 1982 or the two agreements between the parties and/or their predecessors on respective rights/duties and channel improvements, approved respectively on September 23, 1965 and by City Council resolution on March 11, 1963. Maintenance and ownership obligations shall be subject to those agreements.

2. **Term and Termination.** This Agreement shall be for a term of one (1) years, beginning as of the date of execution of this Agreement. The parties may renew the Agreement for additional one (1) year terms by written agreement. Either party has the right to terminate this

Agreement if the other party fails to perform as required by this Agreement. Termination for failure to perform shall be effective only after the non-breaching party provides written notice to the breaching party of the failure to perform thirty (30) days in advance of termination and allows the breaching party an opportunity to cure during that time period. Either party may also terminate this Agreement for any reason for its own convenience or lack of sufficient funding. Termination for convenience or lack of funding shall be effective only after terminating party provides written notice ninety (90) days in advance of the effective date.

3. **Maintenance Obligations and Financial Contribution.** By this Agreement, City shall be responsible for the maintenance of the trail surface of the Salt Creek Levee Trail, mowing in most areas up to five feet (5') on either side of the trail surface, and maintaining trail improvements, such as retaining walls on the edge of the trail, railings, signage, underpass enclosures. Any modification to the levee must be approved the NRD, such as placement of posts or any digging in the levee. NRD shall continue to be responsible for maintenance of its surrounding property, including the levees. City shall be responsible for litter removal along the twenty foot (20') wide trail corridor, and NRD shall be responsible for litter removal on its property beyond that width. NRD shall be responsible for any erosion and flood control adjacent to the trail surface. The parties may cooperate financially for payment of any expenses associated with maintenance or trail upgrades and shall cooperate for any applications for grants or other funds or aid. City shall ensure that any repairs, improvements, and maintenance for any trails shall be adequately provided for either in City's Capital Improvement Program and biennial operating budget.

4. **Release of NRD.** Once the Salt Creek Levee Trail improvements are transferred by deed from NRD to City, NRD shall have no further liability whatsoever, including but not limited to maintenance, or any cost or expense for the trail. City will receive ownership of the trail improvements at no cost and will assume all other responsibility over the trail and its improvements upon transfer.

5. **Federal Law and Regulations, and Contractual Obligations.** The parties agree to conform with Title VI of the Civil Rights Act of 1964; Architectural Barriers Act of 1968 (Public Law 90-480; Section 504); Rehabilitation Act of 1973 (Public Law 93-112); Americans with Disabilities Act of 1990 (Public Law 101-336); Age Discrimination Act of 1975; and the Disadvantaged Business Enterprise program 49 CFR Part 26; and any other applicable laws of the United States and the State of Nebraska, all rules and regulations of the various federal departments and commissions which have or obtain jurisdiction over this Agreement, and all appropriate City laws, rules, and regulations. The parties also agree that they shall abide by any requirements or contractual obligations or specifications outlined in their separate Recreational Trails Program Project Agreements and General Provisions entered into by the Nebraska Game and Park Commission, which are incorporated herein by this reference.

6. **Indemnification.** The parties shall indemnify, defend and hold harmless each of the other parties, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, if provided by law, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death or any injury to or destruction of

tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of the party or the party's employees, or anyone directly or indirectly employed by the party, or anyone for whose acts any of them may be liable under this Agreement. Neither of the parties waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement and supersedes any similar provisions in the other Crescent Green or Salt Creek agreements referenced herein.

7. **Fair Employment and Fair Labor Standards.** The parties shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. § 48-1122. The parties shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended. This section supersedes any similar provisions in the other Crescent Green or Salt Creek agreements referenced herein.

8. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns; provided, this Agreement shall not be assigned or otherwise transferred to a third party without the prior written consent of the other parties hereto.

9. **Amendments.** This Agreement may be amended by mutual consent of both parties. Any amendments to this Agreement must be in writing.

10. **Governing Law and Interpretation.** This Agreement shall be subject to the laws of the State of Nebraska and ordinances of the City. Any uncertainty or ambiguity existing herein shall not be interpreted against any party because such party prepared any portion of this Agreement but shall be interpreted according to the application of rules and interpretation of contracts generally. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

11. **Notices.** All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by email transmission followed by written confirmation of receipt, or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties. The contacts for the parties shall be as follows:

NRD:
General Manager
Lower Platte South Natural Resources District
3125 Portia Street
Lincoln, NE 68521
Phone: (402) 476-4729

City:
Director of the Parks and Recreation Department
Parks & Recreation Department
3130 "O" Street
Lincoln, NE 68510
Phone: (402) 441-8265

12. Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF LINCOLN, NEBRASKA,
A Nebraska municipal corporation,

DATED: May 11, 2020

BY: Leirion Gaylor Baird
Leirion Gaylor Baird, Mayor

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT,
A Nebraska political subdivision,

DATED: MARCH 25, 2020

BY: Paul Zillig
Paul Zillig, General Manager

Review Salt Creek Levee Trails - Rosa Parks Way to 27th Street

