



LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: March 11, 2020
To: Lower Platte South NRD Board of Directors
From: Ariana Kennedy, Resources Conservationist *AK*
Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Tuesday, March 10, 2020, the Recreation, Forestry and Wildlife subcommittee met in the large conference room at the Lower Platte South Natural Resources District (LPSNRD) office at 5:15 p.m. Subcommittee members present were; Anthony Schutz – Chair, Gary Aldridge, Deb Eagan, Don Jacobson, Luke Peterson, Mark Spangler and Sarah Wilson. Others present were Larry Ruth, Paul Zillig, Dan Schulz, Jay Seaton and Ariana Kennedy.

First on the agenda was Lincoln Rosa Parks Way Trail Resolution D. Kennedy reviewed the location and background of the project and updated the subcommittee on the recent approval of the Section 408 permit by the U.S. Army Corps of Engineers. Kennedy informed the subcommittee in 2018, LPSNRD Board of Directors approved Resolution D for concurrence on 90% Plans and Right-of-Way (ROW) Cost Estimate. However, in December of 2019, Nebraska Department of Transportation (NDOT) revised the ROW cost estimate. ROW is needed from Burlington Northern Santa Fe for the trail undercrossing. This grant project is receiving funding from Federal Highway Administration (FHWA) while NDOT is administering the grant. LPSNRD is responsible for 20% of ROW costs while FHWA is responsible for the remaining 80% of the cost.

Per Program Agreement between NDOT and LPSNRD, LPSNRD is required to review the plans at 90% and approve the ROW cost estimate. Approval of Resolution D by LPSNRD Boards of Directors allows Paul Zillig, General Manager to sign the document signifying LPSNRD approves 90% plans and ROW cost estimate for the project. District Engineer, Jared Nelson, has reviewed the plans for LPSNRD. Seglin has reviewed and approved Resolution D. Resolution D and a map of the project is attached to this memo.

Next, on the agenda was Rosa Parks Way Trail Resolution G. Kennedy stated JEO Consulting Group, Inc. submitted Preliminary Plans, Consultant's Estimate of Construction Costs, Special Provisions, and Status of Utilities to NDOT's Plans, Specifications, & Estimates (PS&E) Section for final edits for a bid letting. FHWA will cover 80% of construction costs, while the remaining 20% will be covered by LPSNRD, Railroad Transportation Safety District (\$50,000), and Great Plains Trails Network (\$5,000).

According to Program Agreement between NDOT and LPSNRD, LPSNRD is required to review the Preliminary PS&E package. Approval of Resolution G by LPSNRD Board of Directors allows Paul Zillig, General Manager to sign the document signifying LPSNRD approves the Preliminary PS&E package for the project. District Engineer, Jared Nelson, is reviewing the Preliminary PS&E package for LPSNRD. Seglin has reviewed and approved Resolution G. Resolution G is attached to this memo.

Kennedy communicated to subcommittee, NDOT specified ROW estimate and construction costs are confidential.

It was moved by Schutz and seconded by Jacobson and unanimously approved that the Recreation, Forestry and Wildlife Subcommittee go into closed session to protect the public interest and develop a strategy with respect to negotiations related to acquisition of right-of-way for the Lincoln Rosa Parks Way Trail project.

Closed session began at 5:23 p.m. and concluded at 5:38 p.m.

It was moved by Jacobson, seconded by Wilson and unanimously approved to recommend the Board of Directors authorize the General Manager to sign RESOLUTION D for approval of 90% ROW Plans and ROW Cost Estimate for the Lincoln Rosa Parks Way Trail project.

It was moved by Schutz, seconded by Wilson and unanimously approved to recommend the Board of Directors authorize the General Manager to sign RESOLUTION G for approval of Preliminary Plans, Specifications, and Estimates for the Lincoln Rosa Parks Way Trail project.

Last action item was Interlocal Cooperation Agreement for Salt Creek Levee Trail. The City of Lincoln and LPSNRD have worked together to develop a recreational trail along Salt Creek Levee system. Once trails are constructed by LPSNRD, LPSNRD has historically transferred ownership of trail to City. From J Street to N. 27th Street, there are segments of trail that have not been turned over to the City. This one-year Agreement will allow for ongoing maintenance of the recreational trail until transfer occurs. Seglin has reviewed and approved Agreement. Agreement and Exhibit "A" (map) are attached to this memo.

It was moved by Jacobson, seconded by Schutz and unanimously approved to recommend the Board of Directors approve the 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.

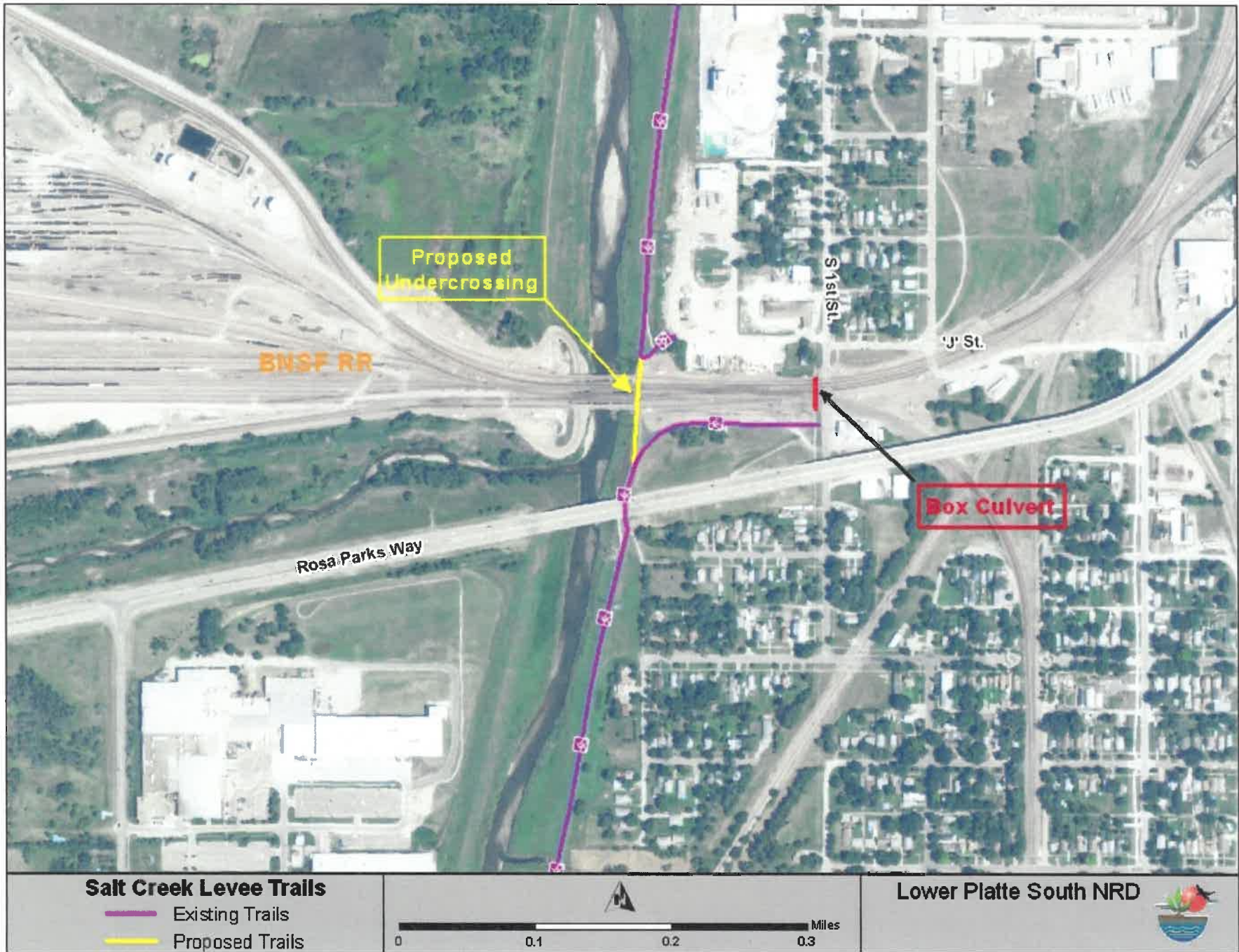
Staff provided an update on status of the Lied Platte River Bridge flood repairs. The debris was removed by National Concrete (contractor) in January. Next step is the bridge inspection by Schemmer Associates. Eric Williams, Papio-Missouri River NRD staff member who is managing the bridge repair project, met with Schemmer Associates two weeks ago and will be following up soon to see how the inspection is progressing.

Final item was a report on MoPac East Trail, Wabash to Lied Platte River Bridge interim trail route. Three organizations (Bike/Walk Nebraska, Nebraska Trails Foundation and Great Plains Trails Network) have formed the MoPac Alliance. MoPac Alliance mission is to support the MoPac trail system and those communities along the trail. MoPac Alliance is proposing additional signage on interim route and modifying the interim route. In February, MoPac Alliance attended Cass County Commissioners meeting to request these changes. Cass County Commissioners voted 3-2 in favor of additional signage and interim trail route change. Commissioners requested LPSNRD install kiosks at Wabash and Lied Platte River Bridge trailhead parking lot showing trail users interim route. LPSNRD staff is working with MoPac Alliance and Nebraska Game and Parks Commission to install the kiosks. Cass County will install additional signage. Brochure for "Proposal for MoPac Trail Signage Enhancements" and Map are attached to memo.

Meeting adjourned at 6:01 p.m.

PC: RF&W subcommittee file

Attachments



RESOLUTION

“90% PLANS and ROW COST ESTIMATE” APPROVAL

Lower Platte South Natural Resource District

Resolution No. _____

Whereas: Lower Platte South Natural Resource District (LPA) and State entered into an LPA Program Agreement for State to assist LPA in the development and construction of an LPA Federal-aid transportation project;

Whereas: The State or the design consultant has developed the project plans to the “90% Plans and ROW Cost Estimate” stage of development, dated December 2, 2019;

Whereas: The “90% Plans” also includes Right of Way Plans;

Whereas: The LPA Program Agreement requires the LPA to review the “90% Plans and ROW Cost Estimate” and either request modification or approve them as acceptable at this stage;

Whereas: LPA wishes to approve the “90% Plans”, including the Right of Way Plans (including ROW Cost Estimate) as prepared.

Be It Resolved by the Board of the Lower Platte South Natural Resource District that:

The General Manager, Paul Zillig, is hereby authorized to sign the bottom of this resolution and submit it to the State, signifying the LPA’s approval of the “90% Plans” dated December 2, 2019, including Right of Way Plans (including ROW Cost Estimate) for the project.

NDOR Project Number: ENH-55(164)

NDOR Control Number: 12945

NDOR Project Description: Lincoln Rosa Parks Way Trail

Adopted this _____ day of _____, _____ at _____ Nebraska.
(Month) (Year)

The Board of the Lower Platte South Natural Resource District, Nebraska

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Lower Platte South Natural Resource District

General Manager

Attest:

Signature

RESOLUTION D

RESOLUTION

**APPROVAL OF PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATES
(PS&E)**

Lower Platte South Natural Resource District

Resolution No. _____

Whereas: Lower Platte South Natural Resource District (LPA) and State entered into an LPA Program Agreement for State to assist LPA in the development and construction of an LPA Federal-aid transportation project;

Whereas: The State or the design consultant has developed the project plans to the point where they are ready to submit to State's PS & E Section for final edits for a bid letting;

Whereas: The LPA Program Agreement requires the LPA to review the preliminary PS & E package and either request modification or approve them as acceptable at this stage;

Whereas: LPA wishes to approve the preliminary PS & E package as prepared.

Be It Resolved by the Board of the Lower Platte South Natural Resource District that:

The General Manager, Paul Zillig, is hereby authorized to sign the bottom of this resolution and submit it to the State, signifying the LPA's approval of the preliminary PS & E package.

NDOT Project Number: ENH-55(164)

NDOT Control Number: 12945

NDOT Project Description: Lincoln Rosa Parks Way Trail

Adopted this _____ day of _____, _____ at _____ Nebraska.
(Month) (Year)

The Board of the Lower Platte South Natural Resource District, Nebraska

Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Lower Platte South Natural Resource District

General Manager

Attest:

Signature

Resolution G – Preliminary PS & E Package
(To be filled out by LPS RC)

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 by 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: _____

BY: _____
Leirion Gaylor Baird, Mayor

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

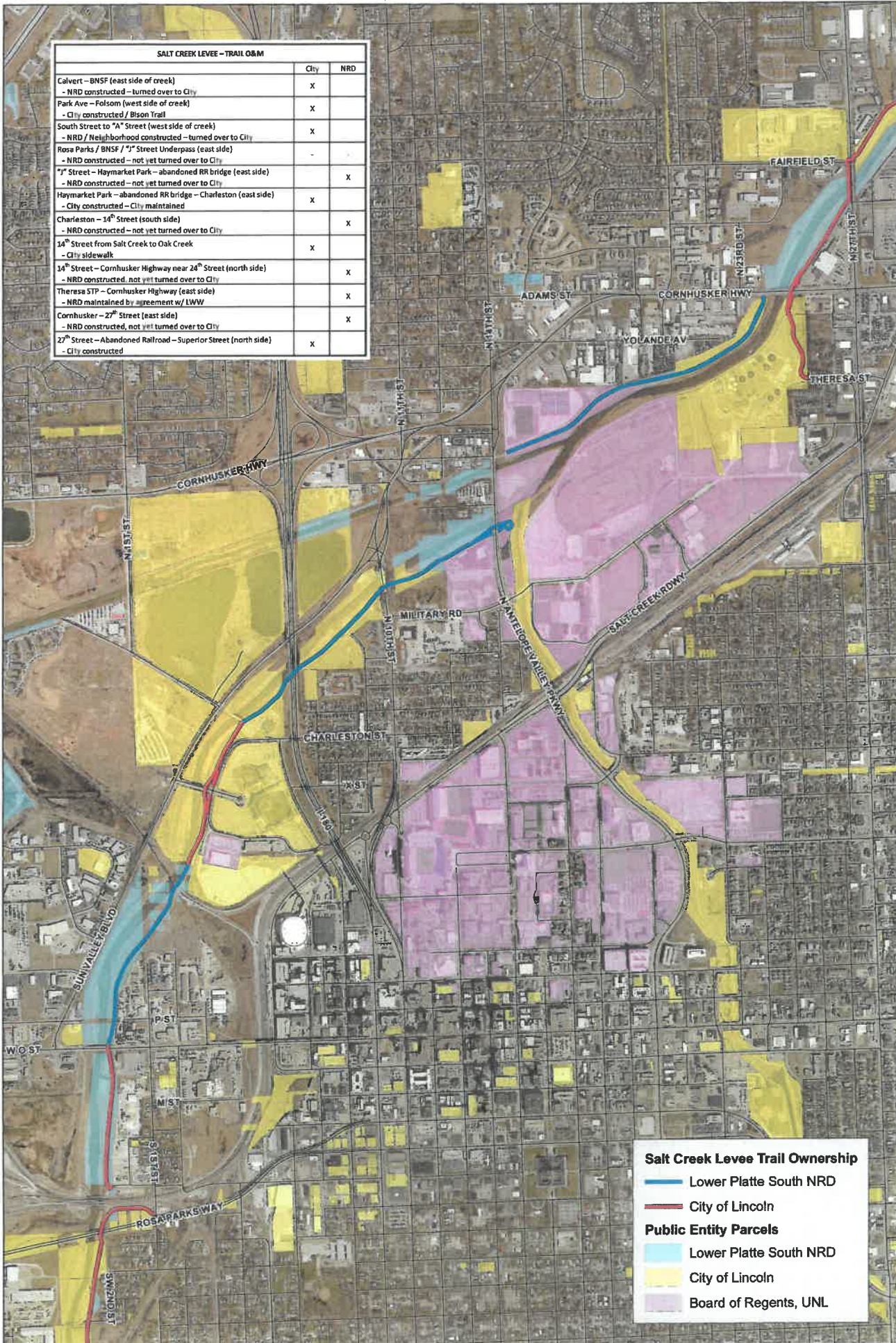
DATED: _____

BY: _____
Paul Zillig, General Manager



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

SALT CREEK LEVEE - TRAIL O&M		
	City	NRD
Calvert - BNSF (east side of creek) - NRD constructed - turned over to City	X	
Park Ave - Folsom (west side of creek) - City constructed / Bison Trail	X	
South Street to "A" Street (west side of creek) - NRD / Neighborhood constructed - turned over to City	X	
Rosa Parks / BNSF / "J" Street Underpass (east side) - NRD constructed - not yet turned over to City		
"J" Street - Haymarket Park - abandoned RR bridge (east side) - NRD constructed - not yet turned over to City		X
Haymarket Park - abandoned RR bridge - Charleston (east side) - City constructed - City maintained	X	
Charleston - 14 th Street (south side) - NRD constructed - not yet turned over to City		X
14 th Street from Salt Creek to Oak Creek - City sidewalk	X	
14 th Street - Cornhusker Highway near 24 th Street (north side) - NRD constructed - not yet turned over to City		X
Theresa STP - Cornhusker Highway (east side) - NRD maintained by agreement w/ LWW		X
Cornhusker - 27 th Street (east side) - NRD constructed - not yet turned over to City		X
27 th Street - Abandoned Railroad - Superior Street (north side) - City constructed	X	



Salt Creek Levee Trail Ownership

- Lower Platte South NRD
- City of Lincoln

Public Entity Parcels

- Lower Platte South NRD
- City of Lincoln
- Board of Regents, UNL

The mission of the MoPac Alliance is to support the MoPac Trail system and the local Communities the trail passes through. The MoPac Alliance consists of three Nebraska based non-profits: Bike Walk Nebraska, Nebraska Trails Foundation and the Great Plains Trails Network. All three organizations advocate for trail networks that can connect Communities and make a positive impact on the wellness of the public through the enhancements and expansion of our trails system. The MoPac Alliance is also dedicated to supporting the Great American Rail-Trail and the vision of creating the nation's first cross-country multiuse trail. The Great American Rail-Trail will be entirely bikeable and walkable, connecting travelers of all ages and abilities with America's diverse landscapes and communities.



This brochure was produced and paid for by the MoPac Alliance. ©2019

PROPOSAL FOR MOPAC TRAIL SIGNAGE ENHANCEMENTS



The Great American Rail-Trail will be entirely bikeable and walkable, connecting travelers of all ages and abilities with America's diverse landscapes and communities.



