




Memorandum

Date: September 13, 2019
To: Board of Directors
From: Jared Nelson, District Engineer 
RE: Urban Subcommittee Meeting Minutes – September 2019

The Urban Subcommittee met at 6:30 pm on Wednesday, September 11, 2019 in the District Office to discuss and/or take action on three agenda items. Subcommittee members present included Mike DeKalb, Robert Andersen, Debra Eagan, Luke Peterson, Milt Schmidt, Anthony Schutz, and Ray Stevens. Members absent included Tom Green. Others present included Greg Osborn, Paul Zillig, David Potter, Jared Nelson, Al Langdale, and Tracy Zayac; Travis Figard with Olsson; Dan Fricke with JEO; and Ray Bossung the President of the Shadow Pines Townhome Association. Director DeKalb called the meeting to order at 6:30, gave a brief welcome, and reviewed the agenda. The following contains a summary of the meeting and corresponding background information:

(a.) Community Assistance Program – City of Louisville Mill Creek Bank Stabilization

Mill Creek, a tributary to the Platte River which crosses NE Highway 50 and runs along the City's wastewater treatment plant property (see map), experienced some bank erosion during the March 2019 flooding. The City proposes to implement a bank stabilization project along 400 feet of the northwest (left) bank of the creek, beginning at the Highway 50 bridge, so that the erosion problem does not threaten the wastewater plant. The City has hired JEO for design, permitting, and development of plans and specifications, at a total cost of \$14,000 for Phase 1 of the project.

The City is requesting 50% cost share assistance for Phase 1 (design), for a NRD share of \$7,000. Following the completion of the design phase, the City may make a subsequent request to the NRD for cost-share assistance with Phase 2 (construction) of the project.

Tracy Zayac presented background information on the project and showed pictures of the problem. Schutz inquired on how recent this problem arose. The subcommittee and staff then discussed the history and location of this repair.

It was moved by Stevens, seconded by Eagan, and unanimously approved by the Subcommittee to recommend approval of the Community Assistance Program application from the City of Louisville for the Mill Creek Bank Stabilization Project – Phase 1, in an amount of 50% of the estimated cost, not to exceed \$7,000 NRD funds.

(b.) Community Assistance Program – Shadow Pines Townhome Association Bank Stabilization

The Shadow Pines Townhome Association approached the District in 2018 for assistance with a bank stabilization project along a tributary to Beal Slough, where bank erosion is impacting some of the properties in the subdivision. The NRD approved cost-share of up to \$11,500 on Phase 1 (design) of this project in September 2018. Phase 1 has now been completed (see attached plans), and the Association now requests cost-share assistance for Phase 2 (construction) of the project.

The Association plans to install anchored vinyl sheet piling along the eroding bank of the creek (material spec sheet attached). The Association considered steel piling as an alternative but ultimately opted for vinyl as the less expensive material. The consulting engineer, Olsson, believes that vinyl will function adequately in this setting.

The total cost for Phase 2 of this project is \$85,000. The Association requests 50% cost-share assistance, for a NRD total cost of \$42,500.

Tracy Zayac presented background information and introduced Travis Figard with Olsson who is involved with the project and explained how the channel has incised deeper. Ray Bossung described the development being built in 1999 and the affected homes in 2003. Eagan inquired about the use of plastic sheet pile, and other discussion from the subcommittee followed.

It was moved by Anderson, seconded by Stevens, and unanimously approved by the Subcommittee to recommend approval of the Community Assistance Program application from the Shadow Pines Townhome Association Bank Stabilization Project – Phase 2, in an amount of 50% of the estimated cost, not to exceed \$42,500 NRD fund.

(c.) Amendment #1 to the Beal Slough Tieback Levee SWIF Project on Salt Creek Levee

The Beal Slough Tieback is where the Salt Creek Levee system ties into high ground at the beginning of the right bank levee, located near the Jamaica North Trail south of Calvert Street. At this location, the original tieback levee was built about 2 FT higher than the main levee, in the area between the levee (Jamaica North Trail) and high ground located east of the levee.

The U.S. Army Corps of Engineers (USACE) likely designed the tieback at this location to prevent Beal Slough flows from flanking around the east side of the levee. However, USACE has not been able to provide context nor supporting data for the tieback and its extra height.

The USACE conducted a Periodic Inspection of the levee system in 2013 and notified the NRD that the tieback is 'Unacceptable'. The NRD contracted with JEO Consulting Group to develop the SWIF in 2015 which identified critical paths to resolve all unacceptable items in a systematic approach. As part of this effort, the NRD contracted with JEO in 2017 to begin work on Task Order #2 for the Beal Slough Tieback Levee SWIF Implementation project.

With this current Task Order #2, the actual site conditions were surveyed, and JEO hydraulically modeled a conservative flood event to show the Beal Slough Tieback may not be needed. The Army Corps reviewed this information and provided response comments, but the USACE guidance received is not explicitly clear and describes several different potential paths forward which vary in scope. The final solution and extent of modeling effort which satisfies USACE is unknown at this time. Therefore, staff has asked JEO for their recommended 'tiered' approach moving forward. The proposed Amendment #1 for \$14,200 with JEO Consulting Group seeks to address some of the USACE comments, and to meet with USACE, in order to find the most prudent path forward for the NRD which will resolve the tieback issue.

Jared Nelson described the location and function of the Tieback levee which was built in 1966, and described some changes in the area such as the additional railroad line built in the 1980's east of the trail, and new development floodplain standards. Additional discussion among the subcommittee and staff followed, including the 2015 flood event at this location.

It was moved by Schutz, seconded by Stevens, and unanimously approved by the Subcommittee to recommend approval of the Amendment #1 to Task order #2 for additional Professional Services with JEO Consulting Group, for the Beal Slough Tieback Levee SWIF Implementation Project, in an amount not to exceed \$14,200, subject to legal counsel review.

(d.) Reports:

The final agenda topic included a few updates to the subcommittee on. First Tracy Zayac gave a status update on current Community Assistance Program projects. (See attached Memo from Tracy)

Next, Al Langdale gave an update on USACE Salt Creek Levee Rehabilitation Repairs, which are now being designed to address damage caused by the 2019 flood event. The estimated construction cost of repairs total about \$5 Million, which is 100% paid for by USACE since we are in the PL 84-99 program. (See attached Map of repair locations)

Finally, Paul Zillig and Jared Nelson provided updates to the Deadmans Run 205 Flood Reduction Project. The USACE is busy with flood repairs and has hired a consultant to assist in initial design, so the project is continuing to progress. Also, next week there will be a kick-off meeting with UNL for the physical flume model, and geotechnical borings and piezometers are slated to be completed next week as well.

There being no further business the meeting adjourned at 7:20 pm.

CITY OF LOUISVILLE

PO BOX 370, 210 MAIN ST., LOUISVILLE, NE 68037

PHONE 402-234-7605 OR 7705 FAX: 402-234-2221

city@louisvillenebraska.com

August 19, 2019

Lower Platte South NRD

Attn: Tracy Zayac

3125 Portia Street

Lincoln, NE 68521

Dear Tracy,

The City of Louisville experienced flooding in March of 2019 of Mill Creek adjacent to the city's wastewater treatment facility. The west side of the bank eroded severely and a scope of service from JEO Consulting Group, Inc. has been obtained for a bank stabilization project.

The cost for the engineering of the bank stabilization project is \$14,000.00. This would include the following actions by JEO:

- Design
- Permitting (assuming a Nationwide 404 permit)

The City intends to do the actual construction with their own equipment and personnel, but require consulting services to obtain the necessary permits and develop design drawings and specification of sufficient detail.

The City of Louisville would like to request assistance from Lower Platte South NRD for the above mentioned work. A scope of services agreement with JEO is attached and the City would like to request \$7,000.00 for LPSNRD's matching portion. Thank you so much for your consideration of this request.

Sincerely,



Dee Arias
City Clerk/Treasurer



June 5, 2019

City of Louisville
Attn: Dee Arias
210 Main Street
Louisville, NE 68037

RE: **Mill Creek Bank Stabilization**
Louisville, NE
JEO Project No. 190576.00

Members of the Council:

JEO Consulting Group, Inc. (JEO) is pleased to submit this proposal to the City of Louisville (Owner) for engineering services for the proposed Mill Creek Bank Stabilization project. The following is our scope of services, fee, timeframe and a list of items that will need to be provided by the Owner.

PROJECT UNDERSTANDING:

The west bank of Mill Creek, downstream of Highway 50 and adjacent to the wastewater treatment facility, has experienced severe erosion and needs repair/stabilization. The project is anticipated to extend no more than 400-ft downstream of Highway 50. The city intends to construct the project with their own equipment and personnel. To do so, the city is requesting consulting services to help obtain the necessary permits and develop design drawings and specifications of sufficient detail for the city to construct the project.

SCOPE OF SERVICES:

1 DESIGN PHASE

- 1.1 Provide Project Management throughout all Phases of this project, to include:
- a. Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
 - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Provide oversight to ensure scope of services and schedule are met.
 - d. Work with disciplines to identify potential risks and how to mitigate those risks.
 - e. Provide monthly progress reports, if necessary.
- 1.2 JEO will schedule and obtain a topographic survey containing the following:
- a. Survey the locations of all visible physical features (i.e.: concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.) within the proposed site location.

- b. Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
 - c. Create an electronic drawing using AutoCAD illustrating elevations, site features, property boundaries, and existing utilities resulting from the surveys performed.
 - d. JEO will make a "One Call" for utility locates to be marked in the project corridor and together with other survey data, will map existing site conditions within the electronic drawing. Engineer will conduct an initial site visit.
- 1.3 Prepare 30% complete preliminary plans and specifications. Plans and specifications to include:
- a. General location maps.
 - b. Survey control sheets.
 - c. Overall site, access, removals, and grading plan.
 - d. Typical section(s).
 - e. Erosion control plan.
- 1.4 Submit the 30% preliminary plans to the Owner, to confirm the proposed layout and survey information.
- 1.5 Prepare 60% complete plans and specifications. Plans and specifications to include:
- a. All sheets previously listed for the 60% complete plans.
 - b. Insertion of design detail sheets.
 - c. It is assumed that all necessary specifications will be included on the plan sheets.
- 1.6 Perform an internal QA/QC review of the 60% complete plans and specifications.
- 1.7 Provide completed 60% documents (Plans and Specifications) to Owner. It is assumed that 60% design status should be sufficient to obtain necessary permits and for the city to construct the project.
- 1.8 Attend up to one (1) meeting with Owner to review final design documents, obtain approval of the final plans, specifications and receive authorization to submit plans to the appropriate agencies for review and approval.

2 PERMITTING PHASE

- 2.1 USACE 404 Permitting:
- a. It is assumed that a Nationwide 404 Permit will be required.
 - b. Perform wetland delineation during the growing season (generally May 1 to October 31) including gathering data on the project site, a desktop assessment, and field investigation. The desktop assessment includes a review of the following: National Wetland Inventory, soils, topography, aerial photo, topographic maps, and other similar sources. Field data will be mapped using a sub-meter hand held GPS and information will be recorded using the USACE's Field Data Collection Sheets. All work will be completed utilizing the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual Technical Report Y-87-1 (1987 Manual).
 - c. Prepare wetland delineation report: to document the field site investigation findings regarding the presence and/or absence of wetland and/or waterways at the project site. The report will also

document findings of a desktop review. The report will be written according to the USACE guidance and include a photo log, supporting figures, and digitized copies of all field data collection sheets. Reporting includes one draft review and delivery of a final report to USACE on behalf of the project sponsor to be submitted with the 404 application.

- d. Prepare USACE 404 Permit Application: JEO will serve as the permitting agent and will prepare a 404 application (Engineering Form 4345 and supplemental materials). It is assumed that a Nationwide Permit (NWP) will authorize construction and that a meeting with the USACE is not necessary.
 - i. Complete Form 4345 and provide any other supplemental materials, such as design plans and environmental and cultural reviews, to the USACE.
 - ii. Submitting environmental review letters to the NGPC and USFWS.
 - iii. Submitting a cultural and historic review letter to the NSHS.
 - iv. Provide any direct correspondence to the USACE on behalf of the Owner.
 - v. Substantial changes to design or multiple permit application submittals based upon Corps of Engineers comments are not anticipated. If needed, a contract amendment will be required.

2.2 We do not anticipate a Storm Water Pollution Prevention Plan (SWPPP) to be required. If a SWPPP is required, preparation of the document and coordination to obtain the Owner's signature and submit a Notice of Intent (NOI) to the NDEQ to obtain an NPDES Storm Water permit will require an amendment. Owner to pay all permit fees.

2.3 Prepare floodplain permit application, if necessary. It is not anticipated that detailed hydraulic analysis or modeling will be required to certify No-Rise conditions for the proposed improvements. If needed, a contract amendment will be required.

3 CONSTRUCTION PHASE

3.1 Not Applicable

4 FEE

4.1 The cost to provide the Design and Permitting Phase services will be a lump sum fee of \$14,000.

4.2 The above-mentioned fees include JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Services will be provided at an agreeable lump sum or hourly rates, only when authorized by the Owner.

4.3	Tasks	Fee
	a. Design Phase	\$ 9,600.00
	b. Permitting Phase	\$ 4,400.00
	c. Construction Phase	\$ N/A
	Total (Not to Exceed)	\$14,000.00

5 PAYMENT:

5.1 We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

6 TIME FRAME:

6.1 Design Phase – 60 days from authorization to proceed.

6.2 Permitting Phase – 60-90 days from authorization to submit to regulatory agencies.

a. USACE 404 Application can be submitted at approximately 60% design status. USACE timeline can vary but is generally 60 to 90 days from submittal.

6.3 Construction Phase –Fall 2019.

7 OWNER RESPONSIBILITY:

7.1 The Owner must provide the following information to the Engineer:

- a. Access to the project site.
- b. Approval or confirmation of ability to perform work in old Railroad and NDOT ROW
- c. Floodplain Permit (Self Issue)

8 EXCLUSIONS:

- 8.1 Geotechnical explorations
- 8.2 Detailed hydrology and hydraulic assessment/analysis
- 8.3 Land rights and ownership
- 8.4 USACE Individual 404 Permitting activities, stream and/or wetland mitigation
- 8.5 SWPPP preparation, administration, and inspections
- 8.6 Any permit fees associated with permit applications
- 8.7 Special meetings and meetings not outlined in the Scope of Services
- 8.8 Site visits not outlined in the Scope of Services
- 8.9 Bidding and negotiation services
- 8.10 Signed/sealed drawings
- 8.11 Easements negotiation/preparation, deed/title searches
- 8.12 Services beyond the scheduled project completion period
- 8.13 Section 106 review and/or archeological investigation
- 8.14 Signing, marking, and traffic control plans
- 8.15 Easement or access arrangements with adjacent land owners

9 GENERAL CONDITIONS

- 9.1 Exhibit A is not used.
- 9.2 JEO's general conditions are attached as Exhibit B.


If the above Scope of Services meets with your approval, please return one signed copy of this letter to our office and retain the original for your records. If you have any further questions or comments, please do not hesitate to call.

Respectfully submitted,



Eric Obert, P.E.
Principal

PROPOSAL ACCEPTED:
City of Louisville

By  Date 6-12-19
Title Mayor

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit Invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in

the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client

and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

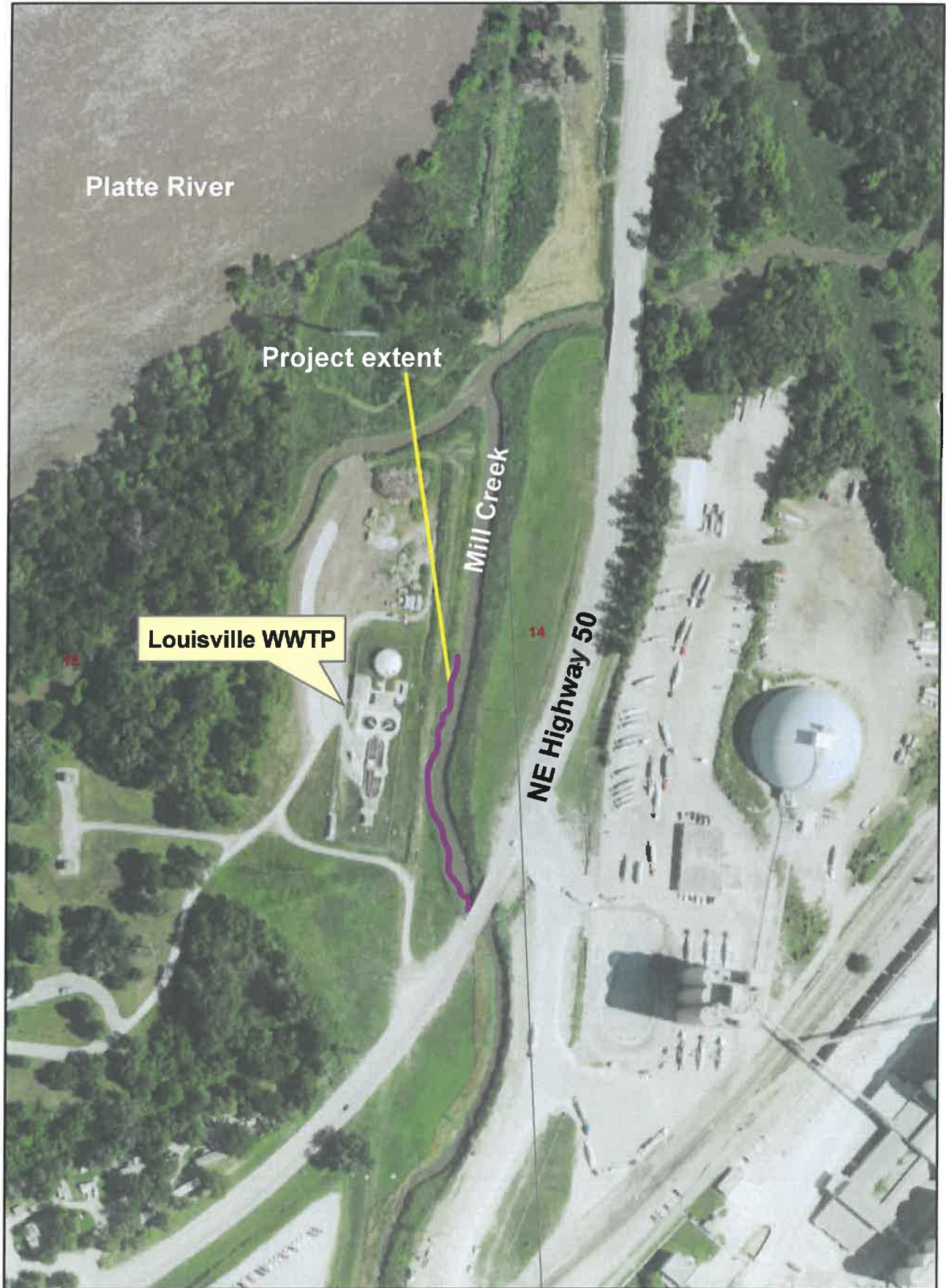
15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

City of Louisville Mill Creek project



0 80 160 320 480 640 Feet



Figure 1: Looking south toward NE 50 bridge.



Figure 2: Looking north along streambank. Project section is on the left bank in this photo.



Figure 3: Closer view of failed streambank in Figure 2. Project section is on the left bank in this photo.



Shadow Pines

Townhome Association

Monday, August 19, 2019

The Shadow Pines Townhome Association appreciates funding assistance that the Lower Platte South NRD has approved for engineering design services on our streambank repairs. In September of 2019, the LPSNRD approved 50% cost share with Shadow Pines for Engineering and Design up to and not to exceed \$11,500. Since that time the design of the streambank repairs has been completed and the project is getting ready to be constructed.

During the design it was determined that a portion of the design budget was not going to be used as environmental permitting was not needed to the extent originally assumed. After a portion of the environmental permitting fee was removed the design budget became \$13,000 instead of \$23,000.

At this time, Shadow Pines Townhome Association is requesting that the LPSNRD provide 50% of the design fee or \$6,500 as the design is complete. Final plans and invoices from the design firm Olsson have been included as part of this request.

The next step for this project is construction as a contractor has already been selected. The Shadow Pines Townhome Association will be submitting a 50% funding assistance request for construction and hope to have that reviewed and approved during the September board meeting.

Please review this request for payment in the amount of \$6,500 and let us know if you need additional documentation for approval of this payment.

Sincerely,

Ray J. Bossung
President, Shadow Pines Townhome Association
5734 Shadow Pines Ct
Lincoln, NE 68516-5221



Shadow Pines

Townhome Association

Tuesday, September 3, 2019

Dear Sirs:

Shadow Pines Townhome Association (HOA) appreciates the funding assistance that the Lower Platte South NRD has provided for engineering design services on our stream bank repairs. In September of 2018, the LPSNRD approved a 50% cost share with the Shadow Pines for Engineering and Design.

Since that time the design of the stream bank repairs has been completed and the project is getting ready to be constructed. Shadow Pines HOA appreciates the assistance that the LPSNRD has provided and would like to request your continued assistance in funding of the environmental documentation and construction of the repairs.

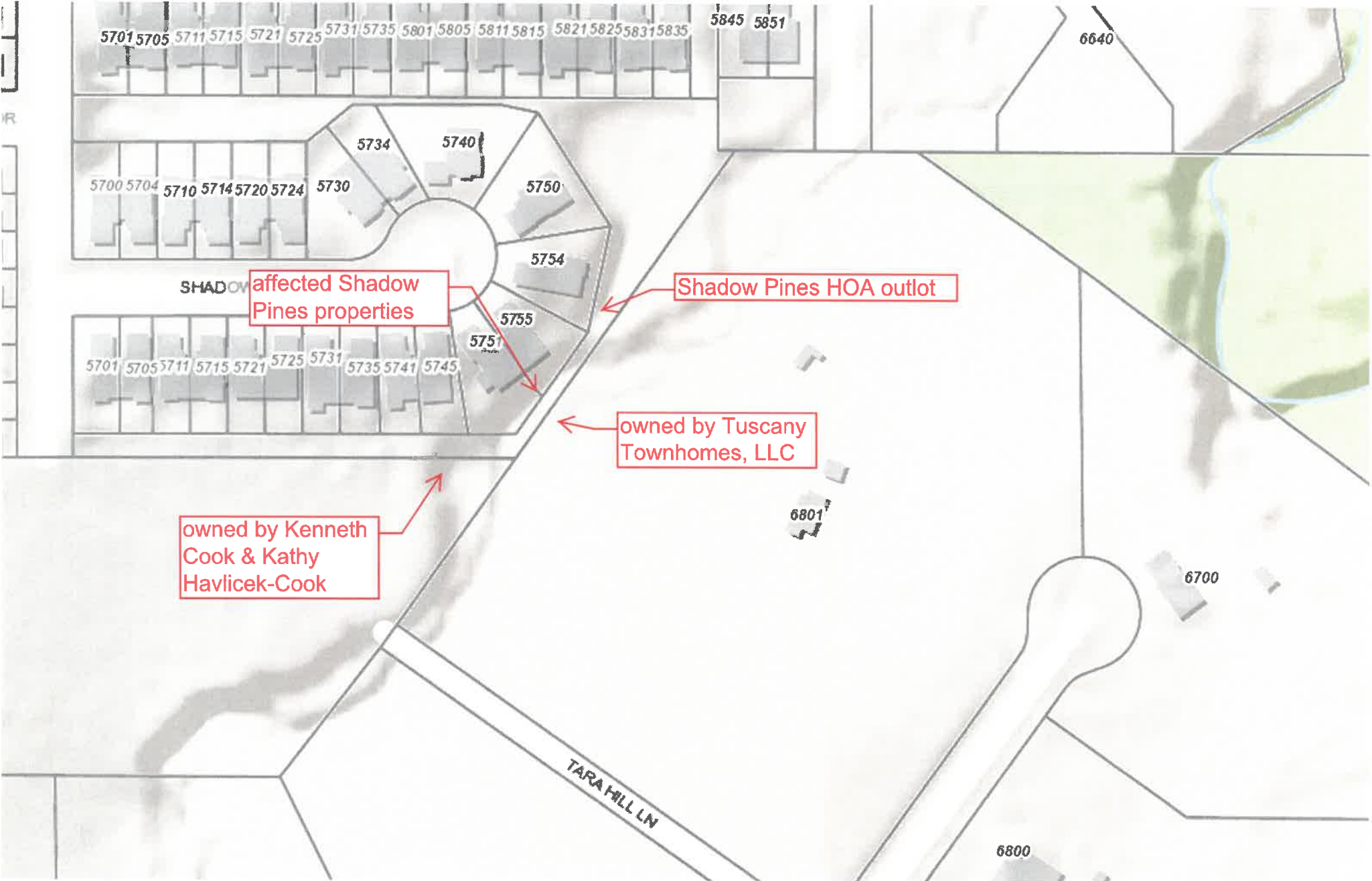
Olsson, the engineering design firm preparing the repair plans, worked to get bids from several contractors for completing the construction. After reviewing the construction estimates, Shadow Pines HOA has decided to hire TDS Wallsystems to complete the repairs. TDS Wallsystems has given the HOA an estimated construction cost of \$85,000.

At this time, Shadow Pines HOA is requested that the LPSNRD provide 50% of the construction cost or \$42,500 for the construction. Please review this request and let us know if this amount will be approved through the Community Assistance Program.

Sincerely,

A handwritten signature in blue ink that reads "Ray J. Bossung".

Ray J. Bossung
President, Shadow Pines Townhome Association
5734 Shadow Pines Ct
Lincoln, NE 68516-5221



affected Shadow Pines properties

Shadow Pines HOA outlot

owned by Tuscany Townhomes, LLC

owned by Kenneth Cook & Kathy Havlicek-Cook

TARA HILL LN

SHADOW PINES BANK STABILIZATION AND REPAIR

LINCOLN, NEBRASKA



VICINITY MAP
SCALE: 1"=100'

INDEX OF DRAWINGS

SHEET NO.	TITLE
1	COVER SHEET
2	HORIZONTAL CONTROL & GENERAL NOTES
3	SITE PLAN
4	SHEET PILE PLAN
5	SHEET PILE PROFILE

SUMMARY OF QUANTITIES

DESCRIPTION	UNIT	QUANTITY
MOBILIZATION AND CONSTRUCTION STAKING	LS	1
GENERAL CLEARING AND GRUBBING	LS	1
TREE REMOVAL	EA	2
SEEDING	AC	0.1
TEMPORARY SILT FENCE	LF	70
SHEET PILE WALL (9' PILES)	SF	2,340

OWNER:
SHADOW PINES TOWNHOME ASSOCIATION
7211 S 27TH ST
LINCOLN, NE 68512
CONTACT: RAY BIGGSUNG
5734 SHADOW PINES CT.
LINCOLN, NE 68516
PHONE: (402) 416-9713

ENGINEER:
OLSSON
801 P STREET
SUITE 200
LINCOLN, NE 68508
CONTACT: TRAVIS FIGARD, PE
PHONE: (402) 458-5917

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TEL: 402.474.6311
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REV. NO.	DATE	REVISION DESCRIPTION

COVER SHEET	2019
SHADOW PINES BANK STABILIZATION AND REPAIR	
LINCOLN, NEBRASKA	

Drawn by:	
Checked by:	
Approved by:	
QC'd by:	
Printed on:	0183324
Drawn on:	
Date:	09/08

SHEET
1 of 5

C:\Users\mmorton\OneDrive\Documents\Projects\Shadow Pines\Drawings\DWG\1919\1919_183324.dwg
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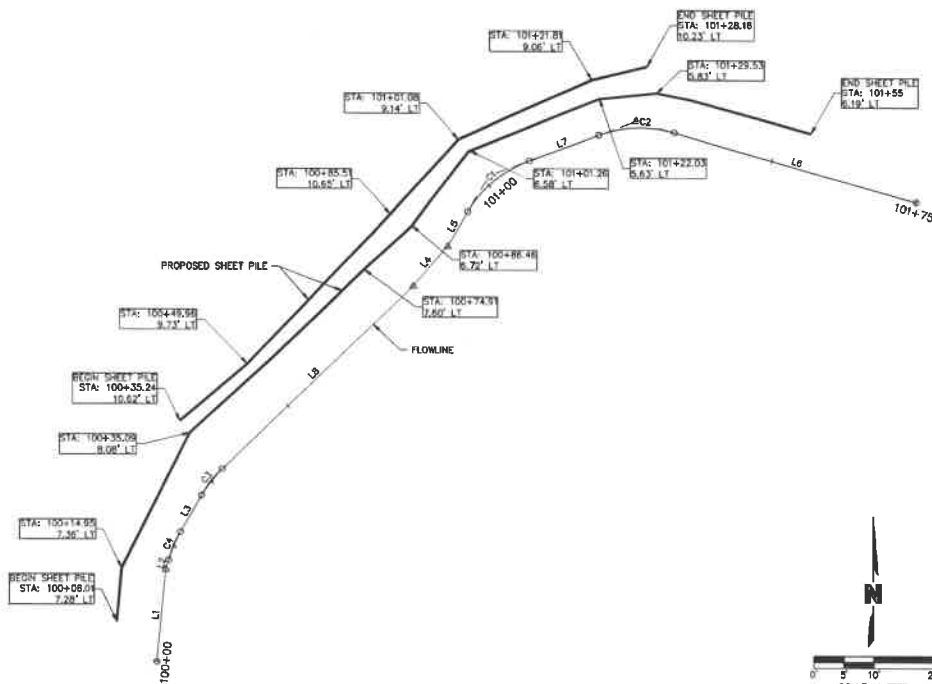


PRIOR TO CONSTRUCTION:

CALL : 811 OR 1-800-331-5666 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC, GAS MAINS, AND CABLE TELEVISION.

NOTE: EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTORS TO CAREFULLY LOCATE AND PROTECT EACH EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION.

DATE: 5/20/2019 10:45:35 AM
 USER: mmrcton
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 DATE: 5/20/2019 8:42:00 AM
 USER: mmrcton



FLOWLINE (FOR REFERENCE ONLY)								
ID #	STATION RANGE	START COORD.	END COORD.	PI STATION	PI COORD.	LINE/CHORD LENGTH (FT)	LINE/CHORD BEARING	RADIUS (FT)
L1	100+00 100+15.47	N: 179829.49 E: 177027.92	N: 179844.88 E: 177028.45			15.47	N5'40'43"E	
L2	100+15.47 100+17.09	N: 179844.88 E: 177029.45	N: 179846.44 E: 177029.89			1.61	N15'40'00"E	
C4	PC 100+17.09 PT 100+22.17	PC N: 179846.44 E: 177029.89	PT N: 179851.10 E: 177031.86	100+19.84	N: 179848.90 E: 177030.58	5.07	N22'56'37"E	20.00
L3	100+22.17 100+29.27	N: 179851.10 E: 177031.86	N: 179857.24 E: 177035.44			7.11	N30'31'4"E	
C3	PC 100+29.27 PT 100+34.85	PC N: 179857.24 E: 177035.44	PT N: 179861.61 E: 177038.88	100+32.08	N: 179859.67 E: 177038.85	5.56	N38'12'55"E	20.00
L8	100+34.85 100+78.92	N: 179861.61 E: 177038.88	N: 179892.11 E: 177070.89			44.06	N46'12'36"E	
L4	100+78.92 100+87.74	N: 179892.11 E: 177070.89	N: 179898.81 E: 177076.43			8.82	N40'34'40"E	
L5	100+87.74 100+94.38	N: 179898.81 E: 177076.43	N: 179904.51 E: 177079.79			6.62	N30'31'4"E	
C1	PC 100+94.38 PT 101+07.88	PC N: 179904.51 E: 177079.79	PT N: 179913.09 E: 177090.03	101+01.45	N: 179910.61 E: 177083.39	13.38	N50'02'33"E	20.00
L7	101+07.88 101+20.34	N: 179913.09 E: 177090.03	N: 179917.41 E: 177101.61			12.36	N69'33'25"E	
C2	PC 101+20.34 PT 101+33.10	PC N: 179917.41 E: 177101.61	PT N: 179917.88 E: 17714.15	101+26.89	N: 179919.71 E: 177107.80	12.54	N87'49'55"E	20.00
L6	101+33.10 101+75	N: 179917.88 E: 17714.15	N: 179906.28 E: 177154.40			41.90	S73'53'34"E	

LANCASTER COUNTY GRID COORDINATES



GENERAL NOTES:

1. THE CONTRACTOR SHALL AT ITS COST AND UNDER ITS SOLE RESPONSIBILITY FURNISH ALL LABOR, TOOLS, MATERIAL, TRANSPORTATION, EQUIPMENT, AND PERFORM ALL THE WORK SHOWN ON THE DRAWINGS.
2. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION, STAKING, AND THE ACCURACY AND ACCURACY OF THE LAYOUT OF THE WORK.
3. THE CONTRACTOR IS TO RECORD AND DOCUMENT PROJECT LAYOUT, INFORM AND ASSIST THE OWNER/ENGINEER WITH REVIEW OR FIELD CHECKING OF THE LAYOUT AND WORK.
4. IT IS UNDERSTOOD THAT THE SERVICES PROVIDED HEREIN SHALL BE PERFORMED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO THE SHADOW PINES TOWNSHIP ASSOCIATION FOR THE ACTS AND OMISSIONS OF THEIR INDEPENDENT SUBCONTRACTORS AND OF PERSONS DIRECTLY OR INDIRECTLY EMPLOYED BY THEM.
5. THE CONTRACTOR SHALL NOT COMMENCE WORK ON THIS PROJECT UNTIL HE/SHE HAS OBTAINED ALL THE INSURANCE REQUIRED HEREUNDER AND SUCH INSURANCE HAS BEEN APPROVED BY THE SHADOW PINES TOWNSHIP ASSOCIATION. THE CONTRACTOR SHALL NOT ALLOW ANY INDEPENDENT SUBCONTRACTOR TO COMMENCE WORK ON THE SUBCONTRACT UNTIL ALL SIMILAR INSURANCE REQUIRED HAS BEEN OBTAINED AND APPROVED.
6. EXISTING SIDEWALKS, DRIVEWAYS, ROUNDABOUT, AND STORM SEWER INLETS SHALL BE PROTECTED BY THE CONTRACTOR. DAMAGED SIDEWALKS, DRIVEWAYS, ROUNDABOUT, AND STORM SEWER INLETS SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.

Mobilization and Construction Staking - SHALL INCLUDE ALL BONDS, PERMITS, INSURANCE, ADMINISTRATION, TRANSPORTATION TO AND FROM THE SITE, OPERATING SUPPLIES, STAKING FOR CONSTRUCTION, REGULATORY PERMITS COMPLIANCE, DETAILED CONSTRUCTION LAYOUTS/SURVEY, HAUL ROADS, MEETINGS, AND COORDINATION NECESSARY TO PROVIDE, MANAGE, AND MAINTAIN A CONSTRUCTION FORCE AT THE PROJECT SITE COMPLETE AND READY TO PERFORM ALL WORK REQUIRED UNDER THE CONTRACT, AND TO CLEANUP THE CONSTRUCTION SITE(S) AND DE-MOBILIZE CONSTRUCTION FORCES UPON APPROVAL OF THE COMPLETED PROJECT. THE PAY ITEM IS LUMP SUM.

GENERAL CLEARING AND GRUBBING - SHALL INCLUDE ALL MATERIALS, DISPOSAL, AND INCIDENTAL ITEMS NECESSARY TO COMPLETE THE CLEARING AND GRUBBING OF TREES, SHRUBS, OTHER VEGETATION, FENCING, DEBRIS AND TRASH OR RUBBISH AS REQUIRED UNDER THE CONTRACT. THE PAY ITEM IS LUMP SUM. THE PRICE FOR THIS PAY ITEM SHALL INCLUDE ALL CLEARING AND GRUBBING NECESSARY TO ALLOW AND FACILITATE PERFORMANCE AND COMPLETION OF ALL WORK REQUIRED UNDER THE OTHER PAY ITEMS INCLUDED IN THE CONSTRUCTION CONTRACT. AREAS TO BE CLEARED AND GRUBBED SHALL BE WITHIN THE DESIGNATED LIMITS OF CONSTRUCTION, OR AS APPROVED BY OWNER AND ENGINEER PRIOR TO CLEARING AND GRUBBING.

TREE REMOVAL - SHALL INCLUDE ALL MATERIAL, LABOR, EXCAVATION, BACKFILL, AND OFF-SITE DISPOSAL OF TREES AND STUMPS REMOVED. REMOVE ALL ROOTS WITH DIAMETER OF 3 INCHES OR GREATER AND OBSTRUCTIONS. THE PAY ITEM IS ONE EACH.

SEEDING - SHALL INCLUDE ALL MATERIALS, SUBGRADE PREPARATION, HANDLING OF WATER, AND RELATED WORK NECESSARY REQUIRED IN SEEDING, MULCHING, FERTILIZING, ESTABLISHING AND MAINTAINING TURF AREAS IN ACCORDANCE WITH THE CONTRACT. SEED MIX SHALL BE MILLER SEED LOW MAINTENANCE LAWN MIX, OR APPROVED EQUAL, BROADCASTED ON ALL DISTURBED AREAS. APPLY MULCH TO ALL GRASS AREAS AT A RATE OF 4,500 POUNDS PER ACRE. THE PAY ITEM IS ONE ACRE, AS PLANNED, OF THE TYPE(S) LISTED, COMPUTED TO THE NEAREST ONE-TENTH ACRE FROM MEASURED DIMENSIONS OF SEEDED AREAS WITHIN THE LIMITS OF CONSTRUCTION, AS AUTHORIZED FOR DISRUPTION AND RESEEDING DURING THE PROJECT.

SPECIES	LBS. OF PURE LIVE SEED/1000 FT ²
BUFFALOGRASS	1.5
BLUE GRAMA	1.5

TEMPORARY SILT FENCE - SHALL INCLUDE ALL PREPARATION, EXCAVATION, BACKFILL, LABOR, MATERIALS, SEDIMENT CONTROL FABRIC, AND RELATED WORK REQUIRED TO INSTALL AND MAINTAIN TEMPORARY SILT FENCE IN ACCORDANCE WITH THE CONTRACT AND TO REMOVE AND DISPOSE OF TEMPORARY SILT FENCE AFTER VEGETATION IS ESTABLISHED. THE PAY ITEM IS ONE LINEAR FOOT.

SHEET PILE WALL (PILES) - SHALL INCLUDE ALL PREPARATION, EXCAVATION, BACKFILL, HANDLING OF WATER, LABOR, MATERIALS, AND RELATED WORK REQUIRED TO INSTALL A SHEET PILE WALL OF 9' PILES IN ACCORDANCE WITH THE CONTRACT AND PLANS. THE PAY ITEM IS ONE SQUARE FOOT.

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 Lincoln, NE 68588
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 FAX: 402.775.1100
 www.olson.com



REV. NO.	DATE	DESCRIPTION

HORIZONTAL CONTROL & GENERAL NOTES
 SHADOW PINES
 BANK STABILIZATION AND REPAIR

2019
 LINCOLN, NEBRASKA



SHEET
3 of 5

Drawn By: _____
 Checked By: _____
 Design By: _____
 Date: _____
 Project: _____
 Title: _____
 Scale: _____
 Date: _____

SITE PLAN

**SHADOW PINES
BANK STABILIZATION AND REPAIR**

LINCOLN, NEBRASKA

REV. NO.	DATE	REVISIONS DESCRIPTION

2019



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SHEET PILE PLAN

SHADOW PINES
BANK STABILIZATION AND REPAIR

LINCOLN, NEBRASKA

2019

REV NO	DATE	REVISIONS DESCRIPTION

REVISIONS

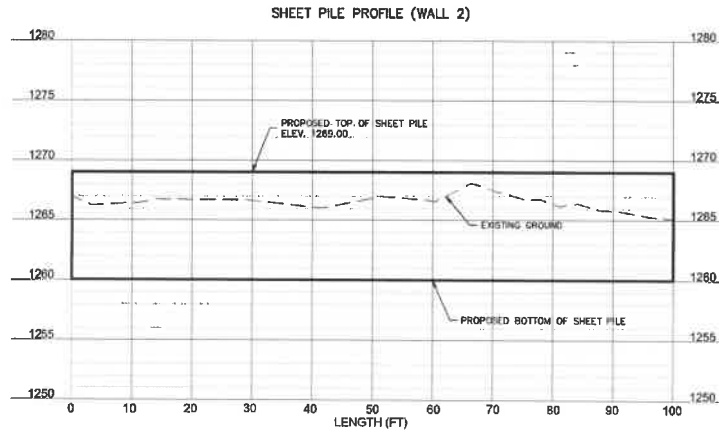
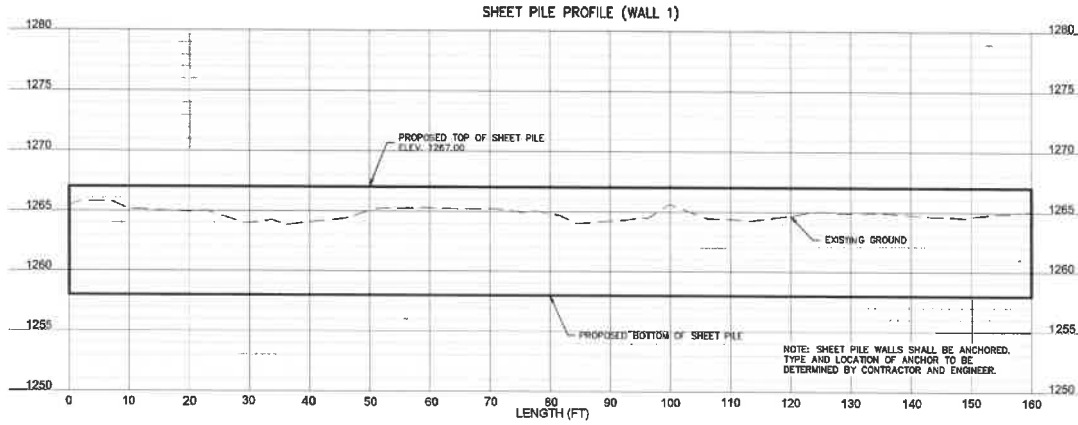


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PWS: C:\Temp\Archival\26648_Village_Engineering_181824.dwg
 DATE: Sep 05, 2019 8:43am USER: mmorton



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801 P Street, Suite 200
 P.O. Box 64639
 Lincoln, NE 68566
 TEL: 402-774-6311
 FAX: 402-774-5768
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DATE	REVISION DESCRIPTION

REVISIONS

SHEET PILE PROFILE	2019
SHADOW PINES BANK STABILIZATION AND REPAIR	2019
LINCOLN, NEBRASKA	2019

drawn by:
 checked by:
 approved by:
 project no.: 26648
 drawing no.: 5011

SHEET
 5 of 5

Shadow Pines Townhome Association Bank stabilization project



LPSNRD Levee SWIF – Task Order 2 – Amendment #1

Task Order No. 2 ,

JEO Task Order Project No. 140568.04
Consisting of 2 pages

Task Order

In accordance with the Master Services Agreement between Owner and Engineer for Professional Services dated 21 October 2015 ("Agreement"), Owner and Engineer agree as follows:

Specific Task Data

- A. Title: Beal Slough Tieback Levee SWIF Implementation
- B. Description: Provide services to the Owner in support of System-Wide Improvement Framework (SWIF) deficiency rectification. At this time the services include engineering analysis and coordination with regulatory agencies.

1. Services of Engineer

See "Attachment 1 to Task Order 2 – Amendment #1".

2. Owner’s Responsibilities

Exhibit "A" from the Master Agreement between Owner and Engineer for Professional Services as referenced above is modified as follows:

3. Times for Rendering Services

Project Name	Completion Date
Task Order 2 – Beal Slough Tieback Levee SWIF Implementation	January 2020*

**Listed completion date is based on an assumed meeting date with the USACE and post-meeting follow up. Project schedule is contingent upon timely reviews by regulatory agencies and stakeholders, timely project direction/coordination from the NRD, property access coordination, and weather.*

4. Payments to Engineer

- 1. Owner shall pay Engineer as set forth in Exhibit A from the Master Agreement between Owner and Engineer as referenced above and based on the assumed distribution in "Attachment 1 to Task Order 2 – Amendment #1".
- 2. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.
- 3. The Project Fee is: \$14,200.

This is **EXHIBIT A**, consisting of 2 pages, referred to in and part of the **Master Agreement between Owner and Engineer for Professional Services** dated 21 October 2015 .

LPSNRD Levee SWIF – Task Order 2 – Amendment #1

5. Other Modifications to Master Agreement:

None.

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 18 September 2019.

Engineer

Owner



18 September 2019

Signature

Date

Signature

Date

Lalit Jha, PE, D.WRE, CFM

Name

Name

Vice President of Water Resources

Title

Title

1 **Scope of Services**

2 **Beal Slough Tieback Levee SWIF Implementation**

3 **JEO Project No. 140568.04**

4 **Project Background:**

5 During recent Salt Creek levee inspections completed in coordination with the United States Army Corps
6 of Engineers (USACE) as well as during the high water event in May 2015, it was determined that a
7 portion of the Salt Creek right bank levee tieback just downstream from the Beal Slough confluence
8 does not match the originally designed line of protection. This item was considered unacceptable in
9 USACE levee inspections and is a high priority activity in the System-Wide Improvement Framework
10 (SWIF) plan recently approved by the USACE. In order to address this unacceptable item, the tie back
11 levee must be evaluated for its risk relative to the originally authorized level of protection and leveed
12 area. The attached figure shows the approximate project location.

13 An initial phase of work included survey, hydraulic modeling, reporting and coordination with the
14 USACE. The USACE provided comments on the initial submittal and a follow up phase of work has been
15 developed, represented by this amendment. The process is currently open ended and requires the NRD
16 to provide input to the USACE and vice versa; therefore, an amendment has been developed
17 understanding further work and coordination may be necessary based on USACE feedback following this
18 phase; though the goal is to close this matter in as an efficient manner as possible.

19 **Scope Goal:**

20 The goal of this scope is to provide the USACE with information to either conclude this matter or
21 develop an explicitly defined path to close it. The proposed amended scope of work is outlined below.

22 **Task Series 700 – Phase 2: Respond to USACE**

23 Task Objectives: Extract hydraulic output data from existing sources; provide it to the USACE for review;
24 and coordinate closing this matter or the next steps to address the USACE rated item.

25 **Task 710 – Project Management**

- 26 - Perform routine project management tasks
- 27 - Perform contract administration services
- 28 - Coordinate and integrate various technical disciplines to facilitate efficient completion of project
29 deliverables
- 30 - Disseminate necessary information to Project Team members
- 31 - Develop a Quality Assurance/Quality Control (QA/QC) plan and update as needed
- 32 - Submit progress reports
- 33 - Facilitate progress meetings with the NRD staff as necessary, to be determined by necessity and
34 available budget.

35 **Task 720 – Data Extraction and Summary**

- 36 - Utilizing the available data from the first phase of the Beal Slough analysis as well as prior SWIF
37 technical assessments, additional output will be extracted and summarized in memo format for

Attachment 1 to Task Order 2 – Amendment #1

38 submittal to the USACE. The memo will also include potential close out paths for USACE
39 coordination.

40 - Facilitate up to one progress meeting with NRD staff. Agendas for these meetings will include
41 project status, review of project budget and schedule.

42 **Task 730 – USACE Coordination**

43 - Prepare for and hold a meeting with the NRD and USACE, assumed to be either at the NRD office
44 or USACE office in Omaha.

45 **Task 740 – Additional Follow Up Coordination**

46 - Coordinate additional follow up as necessary with the USACE, NRD and other stakeholders.

47 **Meetings:**

48 - As necessary with the NRD, dependent upon available budget to be coordinated with the NRD.

49 - One meeting with the USACE Omaha District.

50 **Task Deliverables:**

51 - Technical memo

52 - Meeting agendas and summaries

53 - Meeting support material

54 - Contract amendments for written authorizations

55 - Project invoices and progress reports

56 **Key Understandings/Assumptions:**

57 - The purpose of the memorandum will be to describe to the USACE known data, in response to
58 their request for information, and potential future paths. Based on previous coordination,
59 future USACE coordination may require further scope to evaluate different variables or develop
60 mitigation measures which are not included in this amendment.

61 - Minimal, if any, hydraulic modeling will be completed; relying mainly on previously developed
62 models.

63 - Project invoices and progress reports will be provided monthly. Invoicing will be performed at
64 the main Task Series level. Budgets between Task Series may be modified to meet project needs
65 while holding the overall contract amount.

66 - Meetings will either be hosted in Lincoln or Omaha.

67 - No topographic survey is included.

68 **Project Fee**

69 JEO proposes to perform the described services at an hourly not-to-exceed fee of \$14,200. Please see
70 the attached table for project fee information.

71 **Project Schedule**

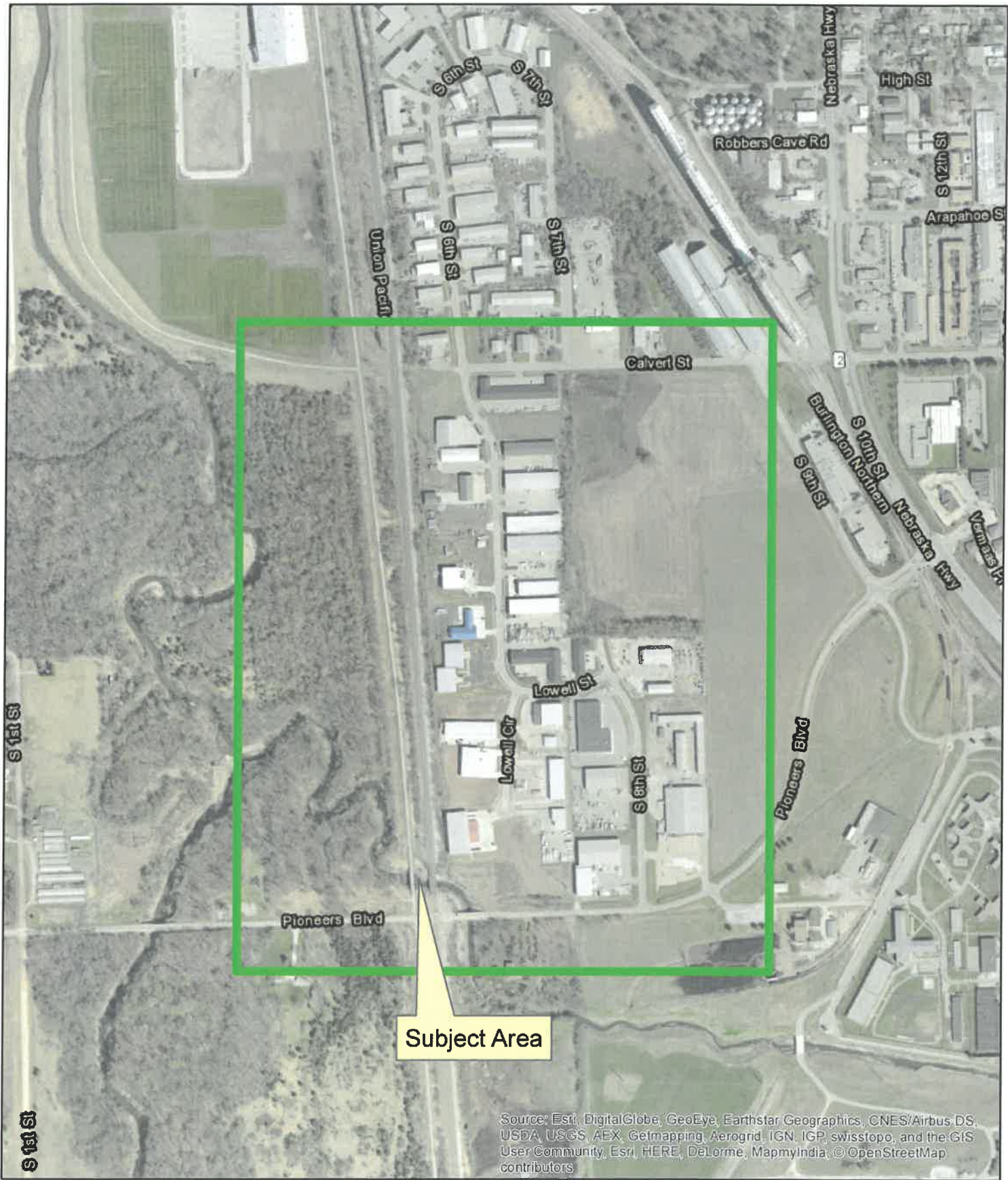
72 Assuming a notice to proceed is provided by mid-September 2019, JEO anticipates having the
73 memorandum ready for discussion with stakeholders in November 2019 with follow up to occur after as
74 necessary.

**Attachment 1 to Task Order 2 - Amendment 1
 Lower Platte South NRD
 Fee Estimate - Beal Slough Tieback Levee SWIF Implementation**



Task and Fee Structure

Task	JEO										Sub consultants	Total
	Sr. Eng. QC	PM	Senior PE	Engineer	Env Science / Planner	Senior Engineering Tech	Survey Crew	Survey Drafter	Clerical	JEO Fee/Task	N/A	Total Fee/Task
	\$200	\$190	\$185	\$130	\$100	\$150	\$200	\$125	\$82			
700 - Phase 2: Respond to USACE												
710 – Project Management		6								\$1,140		\$1,140
720 – Data Extraction and Summary		6	8	32						\$6,620		\$6,620
730 – USACE Coordination		6		16						\$3,220		\$3,220
740 – Additional Follow Up Coordination		6		16						\$3,220		\$3,220
Subtotal		24	8	64						\$14,200		\$14,200
Reserved												
Reserved												
Reserved												
Subtotal												
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Reserved												
Subtotal												
Total		24	8	64						\$14,200		\$14,200



Salt Creek Flood Reduction Levels

Beal Slough Tieback
 Lower Platte South NRD
 Lincoln, Nebraska
 July 2017



Created By: DCF
 Date: 10 July 2017
 Revised:
 Software: ArcGIS 10.1
 File: 140568_04_BealSlough.mxd

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.



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: September 9, 2019
To: Urban Subcommittee
From: Tracy Zayac
Subject: Status update on current CAP Projects

Following is a short summary of the current status of in-progress CAP projects for which funding was approved in FY19 and carried over into the FY20 program budget.

1. The Preserve HOA dam rehabilitation (approved 7/20/2018): design plans have been finalized. Temporary access easement through Phares Park has been obtained. Permit applications for NPDES and floodplain development have been submitted. Bid documents have gone out to contractors.
2. Shadow Pines Townhome HOA bank stabilization Phase 1 (approved 9/20/2018): design plans and request for payment for Phase 1 expenses received. Total cost of Phase 1 activities was billed at \$11,000, making the NRD's cost-share amount \$6,500 for this project. The Board approved cost-share up to \$11,500, based on proposed project costs of \$23,000 at the time of approval. Request for Phase 2 cost-share approval has been submitted.
3. Weeping Water Gospel Run bank stabilization Phase 1 (approved 11/16/2018): work was to have begun in the spring, but rains delayed the start of the project. Awaiting further details from project engineer.
4. Capitol Beach trail Phase 1 (approved 2/21/2019): HOA is negotiating with adjacent property owner for trail access before moving forward.
5. Hamann Meadows Townhome HOW dam rehabilitation Phase 2 (approved 3/22/2019): seeding of project site was delayed because of rains—not quite complete yet.
6. Ashland drainage ditch improvements and Salt Creek bank stabilization (approved 4/26/2019): construction is proceeding. Anticipate completion of construction in October 2019.

Salt Creek PL 84-99 Segements Approved by CORP

