



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: April 13, 2022

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 Tuesday, April 12, 2022, at 5:30 p.m., the Recreation, Forestry and Wildlife subcommittee met via Zoom. Subcommittee members on the Zoom meeting; Anthony Schutz – Chair, Christine Lamberty, Luke Peterson, Mark Spangler, and John Yoakum. Other attendees were Deb Eagan, Paul Zillig, David Potter, Jay Seaton, and Ariana Kennedy. There were five agenda items to consider.

First, on the agenda was the Ridge Homeowners Association Community Forestry Program Application. The Association is wishing to replace trees effected by scotch pine wilt and Austrian pine tip blight with a variety of 33 evergreen trees. The evergreen trees will provide a buffer to traffic noise, increase aesthetics, and add to the density of trees along S. 27th Street in Lincoln. Total cost of project is \$10,435.43. Ridge Homeowners Association is requesting \$5,217.71 (50/50 cost share) of LPSNRD funds. A copy of the application, three proposals, landscape plan (3 pages), and an aerial map showing tree locations are attached to this memo.

It was moved by Peterson and seconded by Yoakum and unanimously approved to recommend the Lower Platte South NRD Board of Directors cost-share 50/50 with the Ridge Homeowners Association on their Community Forestry Application in an amount not to exceed \$5,217.71 of District funds.

Second, on the agenda was the Capitol Beach Community Association Community (CBCA) Forestry Program Application. CBCA would like to plant 91 smaller trees in their commons area located north of Capitol Beach Lake and south of Oak Creek. The plantings will serve as a windbreak, prevent soil erosion and provide wildlife habitat. Total cost of the project is \$5,160.33. CBCA is requesting \$2,730 of LPSNRD funds (50/50 cost share). A copy of the application, two proposals and a price list, and the landscape plan (2 pages) are attached to this memo.

It was moved by Lamberty and seconded by Yoakum and unanimously approved to recommend the Lower Platte South NRD Board of Directors cost-share 50/50 with the Capitol Beach Community Association on their Community Forestry Application in an amount not to exceed \$2,730.00 of District funds.

Third, on the agenda was the Loaned Services Agreement. Nebraska Forest Service (NFS) and LPSNRD have partnered on tree planting and forestry management throughout the years via a Loaned Services Agreement. The Agreement allows LPSNRD to utilize and pay for the services of a forester employed by NFS. Both parties wish to continue this partnership. Loaned Services Agreement would begin on July 1,

2022 and continue through June 30, 2027 and may be extended for two additional one year periods. A copy of the Agreement is attached to this memo. Legal counsel has reviewed and approved the Agreement.

It was moved by Peterson and seconded by Lamberty and approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to sign the Loaned Services Agreement between the Board of Regents of the University of Nebraska, on Behalf of the Nebraska Forest Service and the Lower Platte South NRD for the loaning services of a forester from the Nebraska Forest Service to the Lower Platte South NRD.

Motion passed 4-0, Schutz abstained.

Fourth, on the agenda was Amendment No. 2 to Extend Interlocal Cooperation Agreement for Salt Creek Levee Trail. City of Lincoln and LPSNRD have worked together to develop a recreational trail along the Salt Creek Levee system. LPSNRD typically builds the trails and then transfers the trail portion over to the City. Segments of the trail from J Street to N. 27th Street have not been shifted to the City. LPSNRD had planned to transfer these segments along with the Rosa Parks Way Trail segment following the completion of Rosa Parks Way Trail. Due to the delay on the Rosa Parks Way Trail project, the transfers have not occurred.

Until the transfers can occur and to address the ongoing maintenance needed on Salt Creek Levee trail, the City and LPSNRD entered an Interlocal Cooperation Agreement in the spring of 2020. The Agreement was extended an additional year last spring via an Amendment. Rosa Parks Way Trail is nearly complete however the City and LPSNRD wish to extend the Agreement another year as the transfer of properties will not occur prior to the expiration of the Amendment. Amendment No. 2 would allow trail maintenance to continue through May 11, 2023. Legal counsel has reviewed and approved Amendment No. 2. Amendment No. 2 is attached. Amendment (2021), Interlocal Cooperation Agreement for Salt Creek Levee Trail (2020), and map are attached for reference.

It was moved by Schutz and seconded by Peterson and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve Amendment No. 2 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 through May 11, 2023.

Fifth, on the agenda was the Renewal and Amendments to Interlocal Agreement Wildwood Wildlife Management Area. In 1981, Nebraska Game and Parks Commission (NGPC) and LPSNRD entered into a management agreement for the Wildwood Wildlife Management Area. This Agreement has been renewed, amended and/or modified as needed over the years. The current Agreement is set to expire on May 16, 2022. Per this Renewal and Amendments to Interlocal Agreement, LPSNRD and NGPC would continue to jointly operate and maintain the 491-acre Wildwood property owned by LPSNRD. The Agreement lays out the responsibilities for each party. The duration of this Renewal and Amendment Interlocal Agreement is for a period of 10 years. LPSNRD legal counsel has reviewed and provided input on the document. A copy of the Renewal and Amendments to Interlocal Agreement Wildwood Wildlife Management Area are attached to this memo.

It was moved by Schutz and seconded by Yoakum and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to sign the Renewal and Amendments to Interlocal Agreement Wildwood Wildlife Management Area between Nebraska Game and Parks Commission and the Lower Platte South NRD.

Last on the agenda were updates and reports on various projects. Reports/updates: Rosa Parks Way Trail, Oak Creek Trail repairs, Homestead Trail Bridge #9, Wabash Trailhead, Lincoln Saline Wetland Nature Center – Waterfront Place, Executive Travel/NARD free trees to LPSNRD tree seedling cooperators, and kayak/canoe shore launch at Wildwood.

Meeting adjourned at 6:26 p.m.

PC: RF&W subcommittee file

**GUIDELINES FOR APPLYING TO THE
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
COMMUNITY FORESTRY PROGRAM**

Areas in bold and with an asterisk * indicate these items are require for a completed application.

* **Identification of the individual(s), neighborhood association, village, school, town or city (applicant) and the coordinator of the project**

- * Applicant: Ridge Homeowners Association
- * Name of Coordinator: Deb Eynen
- * Address: 6415 Lone Tree Drive
- * Town and Zip Code: Lincoln, NE 68512
- * Phone Number: (402) 770-2972

* **Tree information**

# of Trees	Size	Species	Cost
33	4-5'	Evergreens	\$7,135.43
*Evergreens to be a mixture of Colorado Green & Blue Spruce, White Pine & Douglasfir			

* **TOTAL NUMBER OF TREES:** 33 ***TOTAL COST OF TREES:** \$7,135.43

The purpose of this project is to maintain Lincoln's tree canopy as it is reduced due to Scotch Pine Wilt and Austrian Pine Tip Blight. Care will be taken in placement, spacing and maintenance to ensure the health of the trees. We are looking to screen and buffer traffic noise, while increasing the aesthetics along a major city arterial street.

* Cost of planting the trees (per tree) with a sum for all the trees \$100.00 /tree;
Planting max \$100/tree

* PLANTING TOTAL \$3,300.00

* TOTAL COST OF PROJECT \$10,435.43

* AMOUNT REQUESTED FROM NRD 50% max \$5,217.71

* APPLICANT SHARE TOTAL \$5,217.72

* Source of Applicants share:

\$ _____ donations (source) _____

\$ _____ adjacent homeowners

\$ _____ in-kind labor

\$ _____ grant (source) _____

\$ _____ community budget

\$ 5,217.72 neighborhood association funds

\$ _____ other sources

* Identification of who will be responsible for the planting for the 3 years:

_____ village or town

neighborhood association

_____ adjacent landowners

_____ landowner

_____ other (explain) _____

* Description of care for the trees from the time they are picked up at the nursery until planting is completed:

Trees will be brought directly from the nursery to the planting site and installed.

At planting, trees will be watered, fertilized, staked and mulched.

- * **Attach to the application a brief description of the purpose of the project and how it provides a public good to the Lower Platte South Natural Resources District.**
- * **Trees should be located on a map indicating the approximate proposed planting site, please attach map.**
- * **Street addresses for the location of proposed trees, please attach list of location(s) NO TREES CAN BE PLANTED BENEATH POWER LINES!**

Photographs or slides depicting the situation before the project is funded.

- * **This application, planting plan, planting site, nursery proposals and public good description have been reviewed and approved by the Lower Platte South Natural Resources District Forester:**

LPSNRD District Forester

Date



Landscape Design &
Nursery Sales
4240 S. Coddington Ave.
Lincoln, NE 68522
402.489.6712
402.488.0202 fax

Garden Shoppe
Sales
4420 Lucile Dr.
Lincoln, NE 68506
402.489.6543
402.488.9013 fax

Landscape Proposal

DATE	ESTIMATE NO.
3/24/2022	8035

Client
Deb Evnen 6415 Lone Tree Dr. Lincoln, Ne

Customer Signature: _____	TERMS	DUE DATE	REP	Job Location
Deposit: _____ Date: _____	Good For 30 Days	3/24/2022	Jim	

Quantity	Description	Size/ Unit	COST	TOTAL
	Ridge Homeowners Association: Accepted Planting Size			
12	Colorado Spruce Mix Installed	4-5'	214.71	2,576.52T
5	White Pine Installed	4-5'	204.71	1,023.55T
11	Black Hills Spruce Installed	4-5'	214.71	2,361.81T
5	Douglas Fir Installed	4-5'	234.71	1,173.55T
	Cost of Tree Subtotal:			7,135.43
33	Planting Installation Labor		100.00	3,300.00T

Nebraska Nursery & Color Gardens (NCG) guarantees trees, shrubs & evergreens 1 year from date of purchase. Perennials carry a 90 day guarantee from purchase date. All guaranteed material will be replace only once, after bill is paid in full within 90 days of invoice date. NCG is not responsible for damage caused by animals, weather or miscare. NCG is not responsible for unmarked sprinkler, utility, etc., lines that are damaged when installing material. All sales are final. No cash refunds; in-store credit only. This is a quote only, price on final invoice may change.

Sales Tax (0.0%)	\$0.00
TOTAL	\$10,435.43

colorgardens.com

Fwd: Earl May - Evergreen Tree Replacements

From: [REDACTED]

To: [REDACTED]

Date: Thursday, March 10, 2022, 08:37 PM CST

Please print 2 copies for me

Sent from my iPhone

Begin forwarded message:

From: Store 02 <store02@earlmay.com>
Date: March 10, 2022 at 9:03:19 AM CST
Subject: Earl May - Evergreen Tree Replacements

Good Morning, Deb!

I hope you're enjoying todays winter wonderland! I got your message asking for the cost of a few different trees and their planting prices. Here they are

Black hills Spruce 5'-6'	\$499
Planting	\$250
Colorado Blue Spruce 5'-6'	\$499
Planting	\$250
Douglas Fir 3'-4' (largest size available)	\$249
Planting	\$150
White Pine 4'-5' (largest size available)	\$299
Planting	\$175
Total	\$2,371

These are pre-tax prices.

Please let me know if you have any questions and what else we can do to help!

Thank you



Earl May Seed and Nursery Store
02
Landscape Designer – Logan Solis
Earl May Seed & Nursery
5555 South 48th St. Suite G
Lincoln, Nebraska 68516
Office (402) 423-5354
store02@earlmay.com



This e-mail, including attachments, is owned by Earl May Seed & Nursery and is covered by the Electronic Communications Privacy Act 18 U.S. confidential, and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or disclosure of this communication is strictly prohibited. Please reply to the sender if you have received this communication in error, and then please delete. Th

Fwd: Campbell's trees proposal

From: [REDACTED]
To: revnen@yahoo.com
Date: Thursday, March 10, 2022, 08:38 PM CST

Please print 2 copies for me

Sent from my iPhone

Begin forwarded message:

From: Debra Evnen [REDACTED]
Date: March 9, 2022 at 1:10:35 PM CST
To: Ken Kavanaugh <kkavanaugh@campbellsnursery.com>
Subject: Re: Campbell's trees proposal

Thank you so much!

Best,
Deb

Sent from my iPhone

On Mar 8, 2022, at 3:36 PM, Ken Kavanaugh <kkavanaugh@campbellsnursery.com> wrote:

Hi Debra!

Thanks for thinking of us for your tree needs. I just wrote up the cost on the sheet your left us and have attached a photo. (Our planting fee is 50% of the cost of the tree or shrub)

Also, I went with typical/basic varieties on the Colorado Spruce and the White Pine. There are many varieties of each so do let me know if you had something more particular in mind and I'd be happy to update.

Thank you!

Ken

Ken Kavanaugh / Manager
Campbell's Nursery & Garden Center
5625 Pine Lake Rd / Lincoln, NE 68516
402-423-1133

CAMP BELL'S

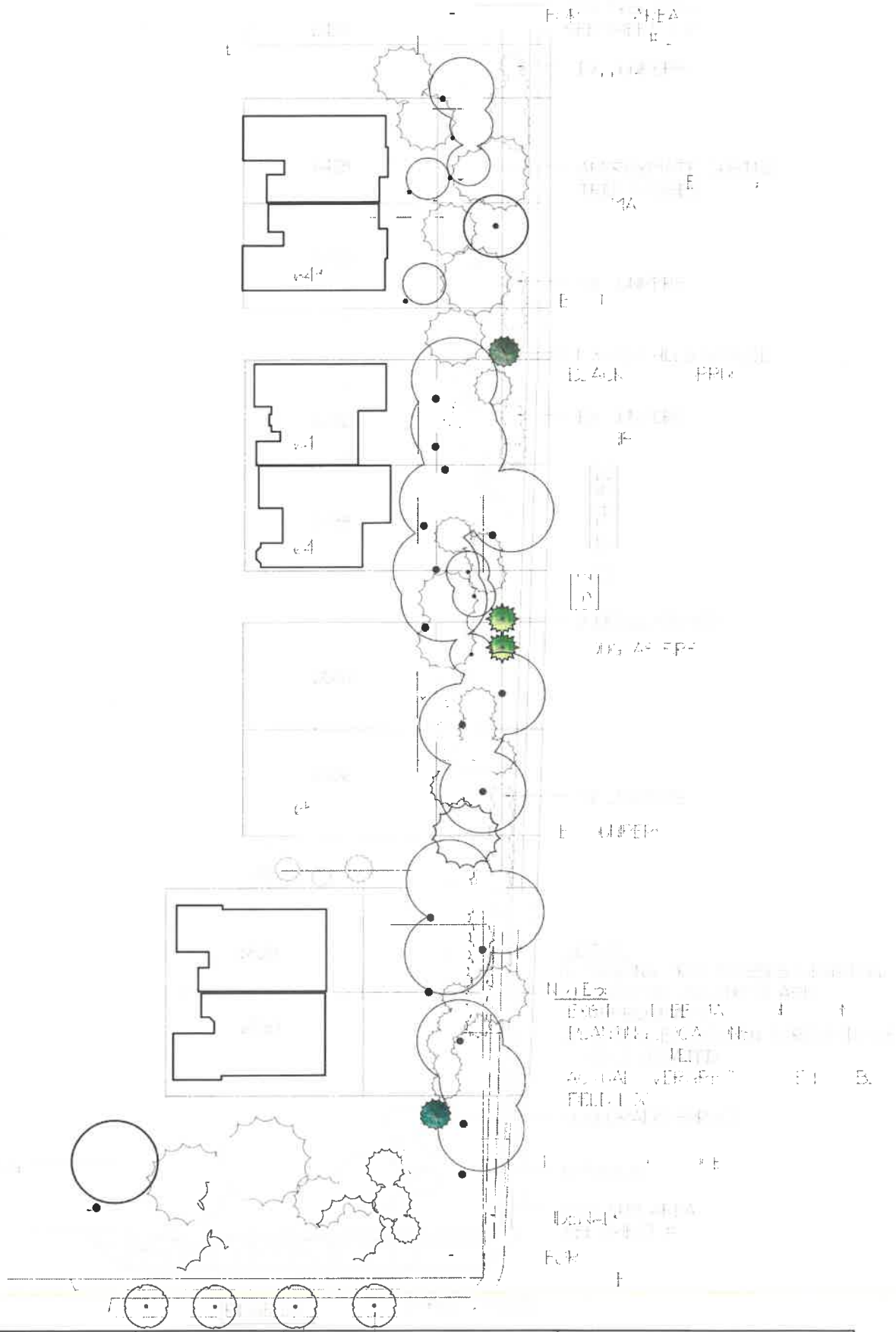
May I please have a written proposal for each of the following evergreen trees?

Black Hills Spruce, Installed	5-6'	346.98 173.49
^{BLUE} Colorado Spruce, Installed	5-6'	344.98 367.98 183.99
Douglas Fir, Installed	5-6'	341.98 170.99
White Pine, Installed	6-7'	367.98 183.99
		<hr/> 2137.98

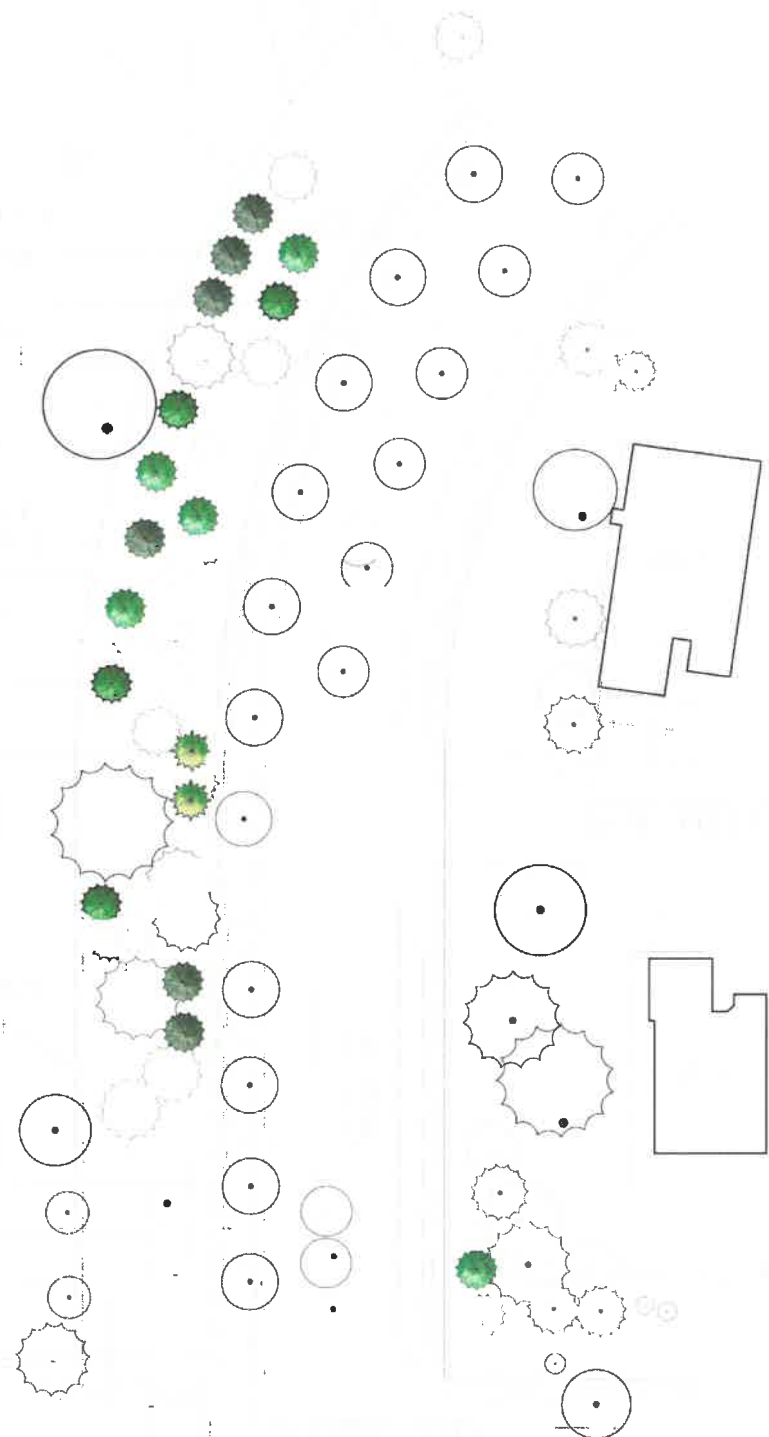
WITH TAX = 2292.34

Please send the proposal to:
Debra Evnen

[REDACTED]
[REDACTED]



<p>DESIGNED BY: J.J.</p> <p>DATE: 11/2021</p> <p>SCALE: 1/8" = 1'-0"</p>	<p>LANDSCAPE PLAN</p> <p>100 JEROME BUILDING</p> <p>LOCATION: JEROME, NE</p> <p>CITY: JEROME, NE</p>	<p>Nebraska Nursery & Color Gardens</p> <p>Lincoln, NE</p> <p>402-489-6543</p> 
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<p>Project Name: [Faint text]</p> <p>Client: [Faint text]</p> <p>Date: [Faint text]</p> 	<p>Scale: 1" = 10'</p> <p>Author: [Faint text]</p> <p>Reviewer: [Faint text]</p>	<p>Sheet No. 13</p> <p>Total Sheets: [Faint text]</p>
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GUIDELINES FOR APPLYING TO THE LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT COMMUNITY FORESTRY PROGRAM

Areas in bold and with an asterisk * indicate these items are require for a completed application.

* **Identification of the individual(s), neighborhood association, village, school, town or city (applicant) and the coordinator of the project**

* **Applicant:** Capitol Beach Community Association

* **Name of Coordinator:** Terry R. Wittler

* **Address:** 1940 Surfside Drive

* **Town and Zip Code:** Lincoln, NE 68528

* **Phone Number:** 402-770-6059

* **Tree information**

# of Trees	Size	Species	Cost
6	#5	Praire Fire Crab Apple	390.0
10	#3 RM	White Spruce	350
11	#3RM	Colorado Spruce	385
15	#5	Ponderosa Pine	750
1	#3	Ponderosa Pine	40
3	#7 RT Bag	Cottonwood	247.50
14	#3	Black Hills Spruce	525
9	#3 RM	Red Pine	340
6	#3 RM	Jack Pine	220
4	#3 RM	River Birch	140
10	#7	Canada Red Cherry	770
2	#3RM	Princeton Elm	80

*** TOTAL NUMBER OF TREES: 91 *TOTAL COST OF TREES: \$4,822.50**

Tax 348.83

Total \$5,160.33

Bids from Great Plains Nursery and Nebraska Nursery, Muhhall's are attached. Rumery Lawn and Landscape, Campbells, and Lanoha were unable to supply what we needed. I contacted Prairie Oak and they sent a price list which was considerably more expensive than what we had.

Terry Wittler

402-770-6059

terrywittler@gmail.com

* Cost of planting the trees (per tree) with a sum for all the trees 0.00 /tree;
Planting max \$100/tree

* PLANTING TOTAL \$300.00

* Mulch \$200 and compost \$100

* TOTAL COST OF PROJECT \$5,460.33

* AMOUNT REQUESTED FROM NRD 50% max \$2,730

* APPLICANT SHARE TOTAL \$2,730

* Source of Applicants share:

\$ _____ donations (source) _____

\$ _____ adjacent homeowners

\$ _____ in-kind labor

\$ _____ grant (source) _____

\$ _____ community budget

\$ 2,730 neighborhood association funds

\$ _____ other sources

Identification of who will be responsible for the planting for the 3 years:

_____ village or town

X neighborhood association

_____ adjacent landowners

_____ landowner

_____ other (explain) _____

* Description of care for the trees from the time they are picked up at the nursery until planting is completed:

Inspected and watered upon arrival; planted within 3 days

- * **Attach to the application a brief description of the purpose of the project and how it provides a public good to the Lower Platte South Natural Resources District.**
These trees will be planted west of the Saline Westlands Nature Center on the commons area north of Capitol Beach Lake and south of Oak Creek. The trees will serve as a wind break and prevent soil erosion as well as provide habitat for wildlife.
- * **Trees should be located on a map indicating the approximate proposed planting site, please attach map.**
- * **Street addresses for the location of proposed trees, please attach list of location(s) NO TREES CAN BE PLANTED BENEATH POWER LINES!**
- * **North across the street on lake commons area from 782 to 1052 North Lakeshore Drive.**

Photographs or slides depicting the situation before the project is funded.

- * **This application, planting plan, planting site, nursery proposals and public good description have been reviewed and approved by the Lower Platte South Natural Resources District Forester.**

LPSNRD District Forester

4855-1307-5736, v. 1

Date

Great Plains Nursery
 3074 County Road I
 Weston, NE 68070
 402.540.4801
 www.greatplainsnursery.com
 info@greatplainsnursery.com



**ORDER
 ACKNOWLEDGMENT**

DATE: 02/28/2022
 ORDER #: 3087

INVOICE TO

Capitol Beach HOA
 Lincoln, NE

SHIP TO

Across the street from
 1022 N Lakeshore Dr
 Lincoln, NE

ORDER PER
 Terry Wittler

TERMS
 25% deposit w/ order

SHIP VIA
 Deliver

SHIP DATE
 Late April 2022

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Prairiefire Crabapple, Malus 'Prairiefire' ,#5	6	65.00	390.00T
White Spruce, Picea glauca ,#3 RM	5	35.00	175.00T
Colorado Spruce, Picea pungens ,#3 RM	4	35.00	140.00T
Ponderosa Pine, Pinus ponderosa ,#5	7	50.00	350.00T
Cottonwood - Male, Populus deltoides ,#7 RT Bag	3	82.50	247.50T
Black Hills Spruce, Picea glauca var. densata ,#3	7	35.00	245.00T
Red Pine, Pinus resinosa ,#3 RM	4	35.00	140.00T
Ponderosa Pine, Pinus ponderosa ,#5	4	50.00	200.00T
Jack Pine, Pinus banksiana ,#3 RM	4	35.00	140.00T
River Birch, Betula nigra ,#3 RM	4	35.00	140.00T
Canada Red Select Cherry, Prunus virginiana 'Canada Red Select' ,#7	7	110.00	770.00T
Additions 3/22/22:			
Red Pine, Pinus resinosa ,#3 RM	5	40.00	200.00T
Ponderosa Pine, Pinus ponderosa ,#5	4	55.00	220.00T
Ponderosa Pine, Pinus ponderosa ,#3	1	40.00	40.00T
Jack Pine, Pinus banksiana ,#3 RM	2	40.00	80.00T
Canada Red Select Cherry, Prunus virginiana 'Canada Red Select' ,#7	3	118.00	354.00T

#PlantMoreTrees

White Spruce, Picea glauca ,#3 RM	5	40.00	200.00T
Colorado Spruce, Picea pungens ,#3 RM	7	40.00	280.00T
Black Hills Spruce, Picea glauca var. densata .#5	7	60.00	420.00T
Princeton American Elm, Ulmus americana 'Princeton', #3 RM	2	40.00	80.00T

Thank you for considering Great Plains Nursery.

* A deposit of \$1,202 is required to reserve plant material. A deposit invoice of this amount will be emailed separately.

SUBTOTAL	4,311.50
TAX	348.83
TOTAL	\$5,160.33



Terry Wittler <terrywittler@gmail.com>

Re: Terry Wittler - 402.770.6059

1 message

Ethan Anderson <eanderson@mulhalls.com>
To: "terrywittler@gmail.com" <terrywittler@gmail.com>

Thu, Mar 24, 2022 at 8:19 AM

Hello Terry,

Thanks for reaching out to us. For the list that you have sent we actually do not carry many of the trees or we do not have in the size you are looking for. We are not able to special order any of these items. I have marked what we have.

6 Malus sps. Prairifire Crabapple #5 Gro-bag	15 gallon \$199 each
5 Picea glauca White Spruce #3 RM	Do not carry
4 Picea pungens Blue Spruce #3 RM	10 gallon \$229 each
7 Pinus ponderosa Ponderosa Pine 3-5 gal Container	15 gallon \$169 each and I will only have 5 available
5 Populus deltoides Male Cottonwood #7 Gro-bag.	Do not carry
7 Picea glauca densiformis Black Hill Spruce #3 RM	10 Gallon \$149 each
4 Pinus resinosa #3,	Do not carry
4 Pinus ponderosa #5	15 gallon \$169 each and I will only have 5 available
4 Pinus banksiana #3	Do not Carry
4 Betula nigra #3	15 gallon \$199 each
7 Prunus X virginiana 'Canada red Select'	Do not Carry

And for us to Deliver would Cost \$215.

Hope this helps. Please let us know if you have any questions.

Ethan Anderson
Nursery Yard Senior Team Leader

Mulhall's
402.496.0700
mulhalls.com · instagram · facebook

From: Mulhalls info <info@mulhalls.com>
Sent: Tuesday, March 22, 2022 2:55 PM
To: Ethan Anderson <eanderson@mulhalls.com>
Subject: Terry Wittler - 402.770.6059

Ethan,

Please see below. Terry is looking to purchase a lot of trees and have them delivered. Does not need install.

Thanks,

Cindy

From: Mulhall's Wordpress <wordpress@mulhalls.com>
Sent: Tuesday, March 22, 2022 2:22 PM
To: Mulhalls info <info@mulhalls.com>
Subject: New Contact Us Form Submission

CAUTION: This email originated from outside of the organization.

First Name

Terry

Last Name

Wittler

Email Address

terrywittler@gmail.com

Phone Number

4027706059

Leave a Message

Capitol Beach Community Association would like a bid for the following trees, which our association would plant ourselves. These would need to be delivered to across the street from 1032 North Lakeshore Drive in Lincoln. this spring.

Thanks

~~TRW~~

- 6 Malus sps. Prairifire Crabapple #5 Gro-bag
- 5 Picea glauca White Spruce #3 RM
- 4 Picea pungens Blue Spruce #3 RM
- 7 Pinus ponderosa Ponderosa Pine 3-5 gal Container
- 5 Populus deltoides Male Cottonwood #7 Gro-bag
- 7 Picea glauca densiformis Black Hill Spruce #3 RM
- 4 Pinus resinosa #3,
- 4 Pinus ponderosa #5
- 4 Pinus banksiana #3
- 4 Betula nigra #3
- 7 Prunus X virginiana 'Canada red Select'



Nebraska Nursery & Color Gardens
 4240 S Coddington Ave
 Lincoln, NE 68522
 Phone: (402) 489-6712
 info@colorgardens.com

March 18, 2022
 Estimate# E99

Terry Wittler
 1940 Surfside Dr.
 Lincoln, NE 68528

Capitol Beach Community Association

Trees to be delivered across the street from 1012 North Lakeshore Drive in Lincoln and Capitol Beach Community Association will plant them.

Delivery Fee **\$130.00**

<i>Plants</i>				
Qty	Name	Size	Unit	Total
6	PRAIRIFIRE FLOWERING CRABAPPLE	#5	\$182.00	\$1,092.00
5	WHITE SPRUCE	#3	\$98.00	\$490.00
4	COLORADO BLUE SPRUCE	#3	\$98.00	\$392.00
7	PONDEROSA PINE	#3	\$139.99	\$979.93
4	PONDEROSA PINE	#5	\$140.00	\$560.00
5	EASTERN COTTONWOOD	#7	\$230.99	\$1,154.95
7	BLACK HILLS SPRUCE	#3	\$98.00	\$686.00
4	RED PINE	#3	\$98.00	\$392.00
4	JACK PINE	#3	\$98.00	\$392.00
4	RIVER BIRCH (SINGLE STEM)	#3	\$98.00	\$392.00
7	CANADA RED SELECT CHERRY	#7	\$308.00	\$2,156.00

Total: \$8,816.88
Subtotal: \$8,816.88
7.25 (7.25%): \$639.22
Grand Total: \$9,456.10

Client Signature: _____ Date: _____

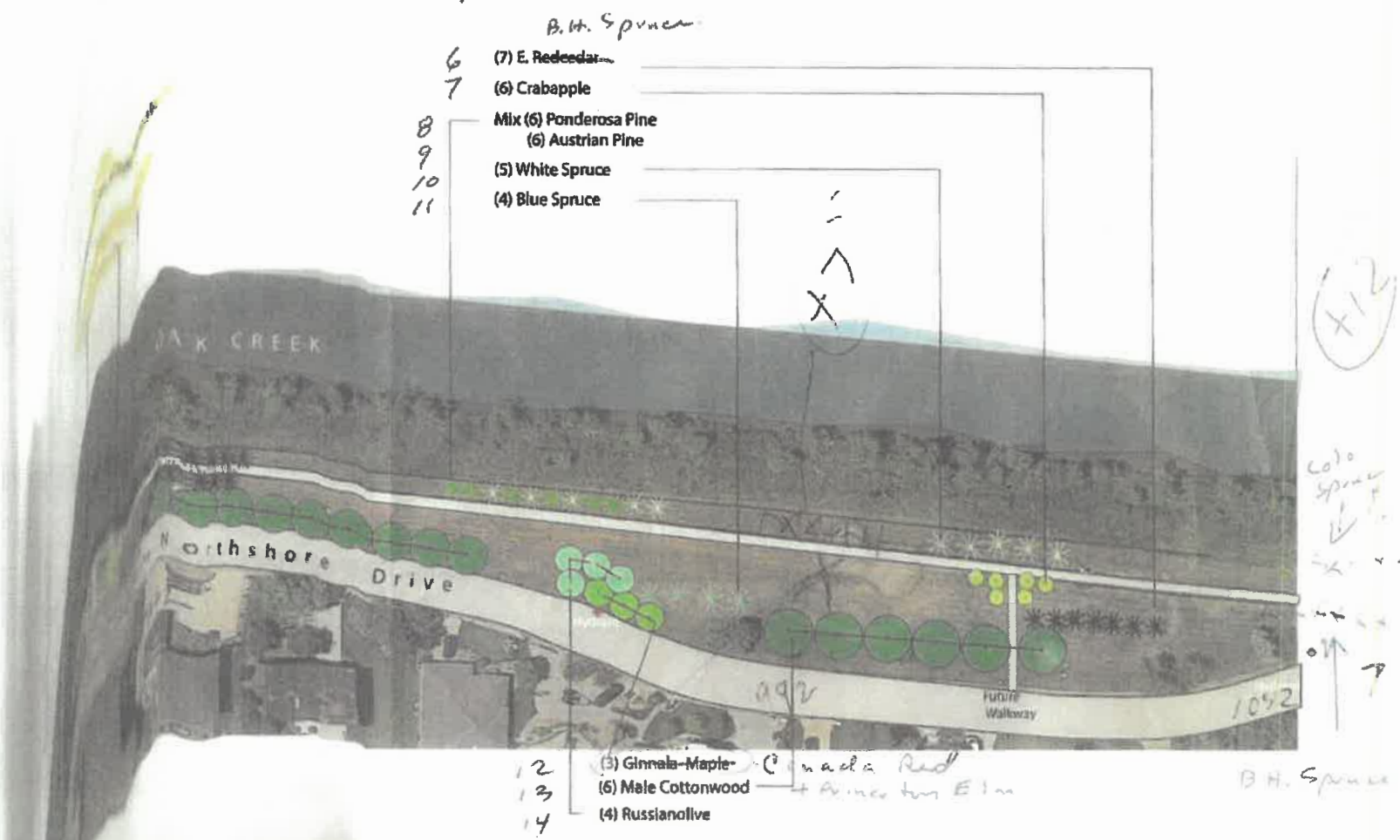
This proposal is valid until April 17, 2022.

Payment Schedule

Deposit	50.00%	\$4,728.05
Invoice	50.00%	\$4,728.05

Payment Terms: Due Upon Receipt





LOANED SERVICES AGREEMENT

This Loaned Services Agreement (“Agreement”) is made and entered into between the Board of Regents of the University of Nebraska, a public body corporate, by and on behalf of the University of Nebraska and the **Nebraska Forest Service** (“NFS”), and the **Lower Platte South Natural Resources District**, a political subdivision of the State of Nebraska (“LPSNRD”), each referred to as a Party and collectively referred to as the Parties.

RECITALS

- A. LPSNRD is responsible for protecting and maintaining natural resources, including water, forestry, soils, and other resources, within the Lower Platte South Natural Resources District.
- B. NFS is the state forestry agency for the state of Nebraska and is embedded within the Institute of Agriculture and Natural Resources at the University of Nebraska-Lincoln. NFS administers tree distribution programs and employs foresters to carry out its statutory responsibilities.
- C. LPSNRD and NFS have partnered to enhance tree planting and forest management within the Lower Platte South Natural Resource District. In conjunction with this partnership, LPSNRD wants to utilize and pay for the services of a forester employed by NFS.
- D. NFS is agreeable to loaning the services of a forester to LPSNRD under the terms set forth within this Agreement.

AGREEMENT

NOW THEREFORE, in order to meet the objectives described above and in consideration of the foregoing recitals, which are incorporated into this Agreement by this reference, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. **Loaning of Services.** NFS shall assign a degreed forester from its staff (the “Loaned Employee”) to assist LPSNRD with the implementation of its programs. LPSNRD will confer with NFS on setting general goals and priorities, as well as developing annual work plans and program evaluations, for the Loaned Employee and will submit all necessary reports relating to the Loaned Employee and the services being provided when requested by NFS. The services provided by the Loaned Employee may include providing forestry-related activities and programs within the LPSNRD, providing technical forestry services to rural and urban cooperators within the LPSNRD, promoting tree planting and forest management through media, publications, workshops, or other educational means, and submitting appropriate work plans and accomplishment reports to NFS and LPSNRD. The Loaned Employee will devote forty percent (40%) of their regular work hours to providing these services to LPSNRD under the supervision of the NFS Southeast District Forester, as directed by the Nebraska State Forester. NFS shall retain sole discretion as to which of its staff members will be assigned to perform these services. If LPSNRD is not satisfied with the services being provided by the Loaned Employee, LPSNRD may request that the Loaned Employee be replaced with another NFS forester.
2. **Term.** This Agreement shall commence on July 1, 2022, and continue through June 30, 2027, (the “Initial Term”) and may be extended for two (2) additional one (1) year periods thereafter upon the written agreement of both Parties (each a “Renewal Term”). The Initial Term and the Renewal Term(s) hereinafter will be collectively referred to as the “Term.” Either Party may terminate this Agreement by providing the other Party with sixty (60) calendar days’ advance, written notice of its intent to terminate. Such notice

shall be deemed provided when it received by the other Party's designated representative at the following address:

Lower Platte South Natural Resources District
Attn: Paul Zillig
P.O. Box 83581
Lincoln, NE 68501-3581

Nebraska Forest Service
Attn: John Erixson
P.O. Box 830815
Lincoln, NE 68583-0815

3. **No Joint Employment Relationship.** NFS shall remain the sole employer of the Loaned Employee notwithstanding any services that the Loaned Employee may perform on behalf of LPSNRD. LPSNRD simply is leasing certain defined services from NFS and is not assuming responsibility over any aspect of the Loaned Employee's employment. Accordingly, no joint employment relationship is created through LPSNRD's use of the Loaned Employee's services. The Loaned Employee, therefore, will not be considered an employee or agent of LPSNRD and will not receive any direct compensation from LPSNRD nor be eligible to participate in any benefit plans offered by LPSNRD. NFS will remain responsible for compensating the Loaned Employee and for maintaining the appropriate workers' compensation and unemployment insurances on that individual.

4. **Payment and Reimbursement for Services.** In consideration for receiving the Loaned Employee's services, LPSNRD will provide office space, clerical support, and office support to the Loaned Employee. In addition, LPSNRD also shall pay an annual fee to NFS that equates to forty percent (40%) of the Loaned Employee's salary and benefits (based on a July 1 to June 30 State of Nebraska fiscal year). To determine the amount of the fee to be paid annually, NFS will provide budget information for the Loaned Employee to LPSNRD on or before June 1st of each year of this Agreement and will subsequently invoice LPSNRD each year for the fee. NFS will be responsible for providing the Loaned Employee with any necessary specialized forestry equipment and supplies, as well as a vehicle. NFS will reimburse the Loaned Employee's travel expenses in accordance with NFS policies and procedures, including but not limited to those stated within the University of Nebraska Travel Policy.

5. **Governing Law.** The laws of the State of Nebraska shall govern the validity, performance, and enforcement of this Agreement. Any action brought to enforce this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended. If any portion of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties relating to NFS's loaning of a forester's services to LPSNRD and supersedes all prior oral and written agreements, negotiations, discussions, and understandings concerning the subject matter hereof. The terms of this Agreement may not be altered, amended, waived, or modified, except by a written amendment signed by the authorized representatives of each Party. In addition, no Party may assign any right or obligation created or imposed under this Agreement without the prior, written consent of the other Parties. Because each Party was afforded the opportunity to participate in the negotiation and drafting of this Agreement, this Agreement shall not be construed against any Party as the drafter of the Agreement. The headings contained within this Agreement are for convenience only and are not intended to be substantive.

7. **Liability.** Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement. This section shall survive termination or expiration of this Agreement.

8. **Force Majeure.** No Party will be liable for failure to perform any duty under this Agreement where such failure is due to unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, epidemics, quarantine, strikes or other natural disasters. No Party shall be liable for any failure to perform resulting from any order of any court or state or federal agency.

9. **Non-Waiver.** Each provision in this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any other clauses in this Agreement.

10. **No Authority to Bind the Other Party.** One Party under this Agreement shall have no authority to enter into contracts or agreements on behalf of the other Party. All contracts or agreements shall be entered on behalf of the executing Party or executed jointly by both Parties.

IN WITNESS WHEREOF, an authorized representative of each Party has executed the Agreement on the date designated below.

**LOWER PLATTE SOUTH NATURAL
RESOURCE DISTRICT**

**BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA, ON
BEHALF OF THE NEBRASKA FOREST
SERVICE**

By _____

By _____

Date _____

Date _____

**AMENDMENT NO. 2 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 and amended by Executive Order No. 95496 dated May 3, 2021.

The parties enter into this Amendment to extend the Agreement for an additional one (1) year term from May 12, 2022 to May 11, 2023. 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

**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: 5/3/2021

BY: 
Leirion Gaylor Baird, Mayor

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

DATED: MARCH 17, 2021

BY: 
Paul Zillig, General Manager

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: May 11, 2020

BY: Leirion Gaylor Baird
Leirion Gaylor Baird, Mayor

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

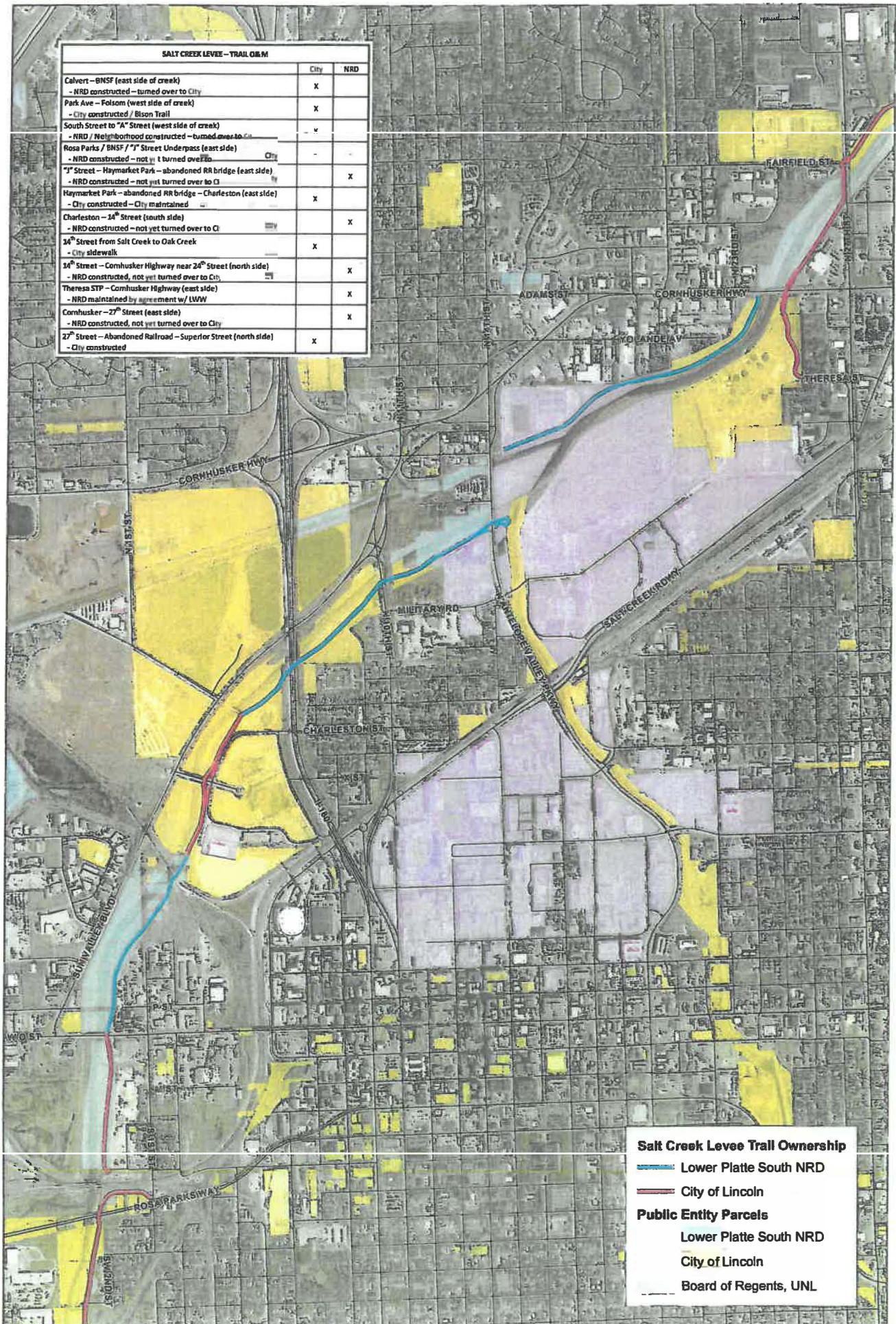
DATED: March 25, 2020

BY: Paul Zillig
Paul Zillig, General Manager





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




SALT CREEK LEVEE - TRAIL O&M		
	City	NRD
Colvert - 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

**RENEWAL AND AMENDMENTS TO
INTERLOCAL AGREEMENT**

Wildwood Wildlife Management Area

THIS RENEWAL AND AMENDMENTS TO INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____ 2022, by and between the **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, a political subdivision of the State of Nebraska, hereinafter referred to as “the District”, and the **NEBRASKA GAME AND PARKS COMMISSION**, an agency of the State of Nebraska, hereinafter referred to as the “Commission” together collectively referred to as the “Parties”.

WITNESSETH:

RECITALS

- A.** The State or any local government may exercise any of its powers or perform any of its functions jointly or in cooperation with any other governmental entity as authorized by Article XV 18 of the Nebraska Constitution. Any two or more public agencies (county, city, village, school district, agency of the State government, or political subdivision of this State) are authorized by *Neb. Rev. Stat* §§ 13-801 to 13-827 to inter into interlocal agreements with one another for joint or cooperative action for any power or powers, privileges or authorities exercised or capable of exercise individually by such public agencies.
- B.** The District has the power and authority pursuant to *Neb. Rev. Stat.* § 2-3229 to develop and execute plans, facilities, works and programs relating to the development and management of fish and wildlife habitat and recreational and park facilities.
- C.** The Commission has the power and authority pursuant to *Neb. Rev. Stat.* § 37-334 to participate with natural resources districts under the auspices of the Interlocal Cooperation Act in the development, management, and enhancement of wildlife habitats.
- D.** The District is the owner of certain real property comprising approximately 491 acres, located in the northwest portion of Lancaster County, designated by the District as the Wildwood Wildlife Management Area (“Wildwood”). A copy of the plat of Wildwood is attached hereto, marked Exhibit A and incorporated herein by this reference Wildwood includes a multipurpose dam and a 102-acre reservoir, which is a part of the District’s North Oak Watershed Project.
- E.** The District has developed Wildwood as a public access to include use by the public for fishing, camping, bird watching, limited boating, hunting and other public uses.

- F. The District and the Commission entered into a management agreement dated May 18, 1981, which was amended on January 22, 1996 whereby the Commission agreed to operate and manage Wildwood in accordance with its Wildlife Management Area Regulations and the District agreed to pay certain costs specified therein (“the Management Agreement”). The term of the Management Agreement was for 25 years which ended on May 17, 2006. Notwithstanding the termination of the Management Agreement, the Commission has continued to operate and manage Wildwood and the District has continued to pay the Commission for certain operating costs. Thereafter, the Parties entered into an Interlocal Agreement on May 18, 2012, for a period of ten (10) years, which terminates on May 16, 2022.
- G. The Parties hereto deem it to be in the best interest of the public to jointly exercise powers and authorities as hereinafter described and to enter into the renewal and amendment to such interlocal agreement under which the parties will cooperate mutually to operate and maintain Wildwood as a Wildlife Management Area.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Objective. The Objectives and purposes of this Interlocal Agreement are to carry out the public powers, duties and obligations of the Parties with respect to the operation and maintenance of Wildwood as provided for below

- a. In order to attain the objectives and purposes of this Interlocal Agreement each party hereby agrees to participate with the other party to this Interlocal Agreement in the conduct of the activities hereinafter described.
- b. Each party shall perform the applicable provision of this Agreement in good faith and shall cooperate with the other party where possible.
- c. Each party agrees to fulfill its respective responsibilities and obligations under this Agreement only as may be limited by their respective budgets and appropriations, or as may be limited by other related funding sources.

2. Duration. This Interlocal Agreement shall become effective and binding upon its approval by appropriate action of the governing bodies of each of the Parties pursuant to *Neb. Rev. Sta § 13-1804(2)* and execution of this Agreement by the Parties. The term of this Interlocal Agreement shall be (10) years from the date of its adoption by the Parties and may be further extended by the mutual agreement of the Parties. This Interlocal Agreement shall survive a transition of the form of government of a party from one form to another.

3. Commission Obligations. The Commission agrees that notwithstanding Commission Regulations that may be to the contrary, it will:

- a. manage Wildwood including the operations and maintenance thereof pursuant to Commission regulations governing Wildlife Management Areas (“Commission Regulations”), as may be amended from time to time;

b. to enforce Commission Regulations, except that the Commission agrees to prohibit the possession and use of alcoholic beverages by anyone located on Wildwood WMA (“No Alcoholic Beverage Policy”);

c. contract for the following services at the estimated cost on an annual basis:

- i. Road Maintenance – Road Rock at \$2,000 /yr., if major road work, the Commission may request the District hire a contractor;
- ii. Parking Lot Maintenance (Surface Rock) at \$1,000/yr.;
- iii. Toilet Maintenance (2) (Waste Vault Pumping, every 2-3 years) at \$500/yr.;
- iv. Vegetation Control (Mowing/Spraying Contracts for Roadsides and Parking lots (1st mowing by May 15th) at \$5,000/yr.;
- v. Fence Replacement – Budgeted as needed; and
- vi. Angler Trail Maintenance – Budgeted as needed.

The Commission will cause invoices for the above services to be sent to the District within 10 days of receipt by the Commission and the District shall pay such invoices within 30 days of receipt by the District, the District may be direct billed from contractors for waste vault pumping and mowing/spraying, if such invoices reflect the estimated costs listed above or if the District agrees that invoices amounts over the estimated costs are warranted;

d. perform, as needed the following tasks in a timely manner:

- i. Road Maintenance at \$800/yr.
- ii. Parking Lot Maintenance at \$600/yr.;
- iii. Toilet Maintenance (cleaning supplies) at \$600/yr. and
- iv. Bridge Maintenance at \$200/yr.

The Commission shall bill the District on an annual basis for the items listed above, which include materials, supplies, equipment, operational costs, as well as labor and supervision. Materials costing \$200 or more (non-cumulative) shall be billed directly to the District as such costs are incurred. The District shall pay bills within 30 days of receipt by the District if they reflect the estimated costs listed above or if the District agrees that invoice amounts over the estimated costs are warranted.;

e. at its costs and expense and as needed, perform the following tasks in a timely manner:

- i. Sign placement and replacement at \$400/yr.;
- ii. Fence Maintenance at \$0.85/ft;

- iii. Herbaceous management for food and cover at \$175/acre;
- iv. Vegetation control – noxious weeds at \$75/acre;
- v. Timber habitat management at \$750/yr.;
- vi. Public news releases at no charge;
- vii. Aquatic habitat structures including the fishing pier, jetties and islands operation and maintenance, \$500/yr.;
- viii. Boat ramp and boat dock operation and maintenance, \$300/yr.;
- ix. Kayak/canoe shore launch, \$500/yr.

An annual review of the financial and operational aspects of the Agreement shall be accomplished on or about March 1st and appropriate revisions incorporated by mutual consent; and

- f. manage the lake fishery and any hunting at Wildwood, as it deems necessary and appropriate; however, the placement of any structures or devices on Wildwood shall receive the prior written approval of the District.

4. District Obligations. The District agrees that notwithstanding District Regulations that may be to the contrary, it will

- a. post signs in the appropriate places stating, “NO ALCOHOL ALLOWED”;
- b. shall pay all electric bills and maintenance of security lights, estimated at \$500/yr. and \$100/yr., respectively;
- c. shall maintain the dam structure and spillway which includes rock rip-rap, removal of debris from outlet, soil erosion on the dam, and removal of woody plants on the dam, estimated at \$500/yr.;
- d. at any and all times, retain the right to enter upon the grounds at Wildwood, which includes but is not limited to the water area, in connection with water management, flood control and the inspection, maintenance and repair of any structure, equipment or facility owned or controlled by the District; and
- e. Shall retain total responsibility for the management of the water level in the reservoir at Wildwood; and
- f. Shall pay all garbage services, estimated at \$4,000/year.

5. Information Release. Prior to any release of information, the Commission will coordinate with the District, any public news release regarding Wildwood.

6. Concessions. The Parties agree that they will not enter into any agreement regarding the sale of food, beverages or other items of any kind or nature (“Concessions”) on Wildwood or grant special privileges or permission to an individual group for any activity on Wildwood without the

prior written consent of the other party. After prior written consent has been given as provided in the Paragraph above, the Parties agree that the lease of any land located at Wildwood will be granted by the Commission.

7. Indemnification. Each party agrees to indemnify, to the full extent allowed by law, the other party and its respective officers and employees, from and against all liability, judgments, losses, claims, damages and other expenses, including court-ordered attorneys' fees resulting from or arising out of the negligent acts or omissions of its officers or employees in the performance of this Agreement. Liability includes any claims, damages, loses and expenses arising out of or resulting from performance of this agreement that results in any claim for damage whatsoever, including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom.

8. Funding Limitations. It is expressly understood by each party that budgetary or fund limitations and/or amendments to Nebraska statues my limit their ability to comply with all or part of this Agreement. Each party agrees to fulfill its respective responsibilities and obligations under this Agreement only as may be limited by their respective budgets and appropriations, or as may be limited by other related funding sources.

9. No agency relationship. Nothing in this Agreement shall be construed or interpreted as authorizing either Party, its agents or employees to act as agents or representatives for or on behalf of the other Party, or to incur any obligation of any kind on behalf of the other Party.

10. Termination. This agreement shall terminate and all rights of the Commission hereunder shall cease, as hereinafter provided:

- a. Upon expiration of the term of this Agreement as provided in Paragraph 2, above;
- b. Upon the failure of either Party to observe any of the conditions, exceptions, or reservations set out in this Agreement, subject to the default provisions of Paragraph 29;
- c. Upon the mutual written agreement of the Parties;
- d. Upon at least one year's prior written notice, without cause, effective as of January 1 of any year during the term of this Agreement, given by either party to other party or;
- e. In the event the Commission fails or refuses to continue to provide available funds to operate, maintain or repair the facility as provided in this Agreement, then the District, upon 30 days written notice to the Commission, may terminate the Agreement for cause.

11. Amendments. Either Party may propose an amendment to this Agreement by submitting it in writing to the other Party, who shall within thirty (30) days consider in good faith the proposed amendment; provided, however, that no such amendment shall, directly or indirectly, affect or impair any written contracts or agreements entered into prior to the effective date of such amendment. No amendment or other modification to this Agreement shall be effective unless it

is in writing and approved by both Parties. Such amendment shall become effective after the Parties have executed it.

12. Default. If either Party to this Agreement believes that the other party is in default of any term or condition of this Agreement, said party shall send a written Notice of Default to such defaulting party, which Notice shall specify the default and the actions believed to be necessary in order to cure the default. Failure of the defaulting Party to cure a default under this Agreement as soon as reasonably practicable but not later than thirty (30) days after receipt of written notice thereof, shall entitle the other Party to proceed to take actions necessary to cure the default and bill the defaulting Party for any and all costs associated with such cure. A default which cannot be cured within thirty (30) days shall not give rise to a right to terminate this Agreement provided that cure is commenced within thirty (30) days and diligently pursued to completion.

13. Dispute. In the event any dispute or controversy arising out of or relating to this Agreement occurs, the Parties agree to exercise their best efforts to resolve the dispute as soon as possible. The Parties shall continue to perform their respective obligations under this Agreement, which are not affected by the dispute. Any Party may invoke the dispute resolution process set forth in this paragraph by giving to the other Party written notice of its intent to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Each party shall designate within five (5) working days of the notice, a representative who shall attempt to resolve the dispute. If the designated representatives of the Parties cannot resolve the dispute, the Parties shall meet within twenty (20) days from the date it is determined the designated representatives cannot resolve the dispute, or such longer time as may be agreed upon, and attempt to resolve the dispute. If the dispute is still not resolved within (10) business days after such meeting, the Parties shall mutually agree on an attorney knowledgeable and experienced in mediation, who shall mediate such dispute.

14. Assignment. Neither Party to this Agreement may assign its interest to any other person or entity without the prior written consent of the other Party.

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

IN WITNESS WHEREOF, each party has executed this Renewal Agreement and Amendments thereto which are identified by underlining, by its duly authorized representative.

Date: _____

LOWER PLATTE SOUTH
NATURAL RESOURCES DISTRICT
Subdivision of the State of Nebraska

By _____
Paul Zillig, General Manager

Date: _____

NEBRASKA GAME AND PARKS
COMMISSION, an Agency of the State of
Nebraska

By _____
Tim McCoy, Director



Exhibit A: Wildwood Wildlife Management Area



Map Updated: March 2022 - LPSNRD, sdr

-  Wildwood WMA
-  Foot Bridge
-  Boat Ramp
-  Parking
-  Toilets

