



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 12, 2023

To: Lower Platte South Natural Resources District Board of Directors

From: Will Inselman, Resources Coordinator *WI*

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Monday, April 10, 2023, at 5:31 p.m., the Recreation, Forestry and Wildlife subcommittee met in the Large Conference Room. Subcommittee members present; Anthony Schutz – Chair, Gary Hellerich, Don Jacobson, John Yoakum, Stacie Sinclair, and Ray Stevens. Other attendees were Paul Zillig, David Potter, Jay Seaton, Ariana Kennedy, and Will Inselman.

The first item on the agenda was the third amendment to the Interlocal Cooperation Agreement for the Salt Creek Levee Trail with the City of Lincoln. The City of Lincoln and LPSNRD have worked together to develop a recreational trail along the Salt Creek Levee system. Once the trails are constructed by LPSNRD, LPSNRD has historically transferred the trail to the City. From J Street to N. 27th Street, there are segments of the trail that have not been turned over to the City. In spring of 2020, the City of Lincoln and LPSNRD signed the Interlocal Cooperation Agreement for Salt Creek Levee Trail to allow for ongoing maintenance of the recreational trail until transfer occurs. The Agreement was amended and extended in May of 2021 (original amendment) and May of 2022 (Amendment No. 2).

LPSNRD wished to complete the Rosa Parks Way Trail project before transferring those segments. The Rosa Parks Way Trail project is finished however, the transfer will not occur prior to the expiration of Amendment No. 2 (May 11, 2023). Amendment No. 3 will extend the Agreement for another year (May 12, 2023, to May 11, 2024), or until such time as a permanent easement or long-term agreement is entered, whichever comes first. LPSNRD and the City have begun discussions on the transfer and are moving in the direction of LPSNRD granting an easement to the City for the trail portion. Amendment No. 3 is attached. Amendment No. 2, Amendment, Interlocal Cooperation Agreement for Salt Creek Levee Trail, and map are attached for reference. Ultimately the plan would be to transfer all segments of the trail to the City of Lincoln. That is a process we hope to have complete within the next year.

It was moved by Yoakum and seconded by Stevens and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the Amendment No. 3 to extend the Interlocal Cooperation Agreement for the Salt Creek Levee Trail between LPSNRD and the City of Lincoln, pending legal counsel review.

Second on the agenda was the Windbreak Renovation Program discussion. The LPSNRD and Nebraska Forest Service (NFS) will look to cooperate on a program to provide financial and technical assistance to landowners in need of windbreak renovations. This is a new program that will be offered in our District. The program will provide 75% cost-share for windbreak renovation, with 25% of the 75% coming from LPSNRD. This program will be administered by our District Forester through NFS. NFS will then request reimbursement from LPSNRD once an application has been paid. The program's application packet, which includes the program guidelines, is below. LPSNRD would plan to commit \$30,000 towards this program. Staff explained that this is a new program and only a few projects have been completed across the state through this program, which was finalized in January. Staff thought that the funds offered by LPSNRD could service 2-3 windbreak projects depending on the size and scope. Staff will come back to the subcommittee in the following months with an agreement and program approval.

NO ACTION

Third on the agenda was the consideration of changes to the Community Forestry Program's guidelines. LPSNRD staff received input from Directors at the March RF&W subcommittee meeting on various options to explore to improve the acceptance/use of this program. Staff came up with three (3) options based on this input. Some of the options include cost share increases overall, increases for public land applications, or added cost share for tree removal. The Exhibit "A" document below provides the various options and cost breakdowns. Staff answered questions on the information provided and provided support for the option to increase cost-share incentives for public properties. The subcommittee thought this was a good first step in trying to make the program more appealing to rural villages/cities.

It was moved by Stevens and seconded by Hellerich and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the increase in cost-share amount for public land projects to 75% and remove language on the maximum allowed cost share for tree planting, pending legal counsel review.

Motion Passed: 6-0

Fourth on the agenda was consideration of an application for the Community Forestry Program. The application brought forward was from the Stone Ridge Estates HOA. They are requesting \$4,500.00 from the NRD. Their plan is to plant 12 pine/spruce trees, 5 deciduous trees, and 5 plum/crabapple. The total project cost is anticipated to cost \$9,132.00. These groups are allowed to request up to 50% cost share of the total project cost from the NRD. The planting map of the area in question is provided below.

It was moved by Yoakum and seconded by Stevens and unanimously approved recommend the Lower Platte South NRD Board of Directors approve the Community Forestry application from Stone Ridge Estates HOA with a total project cost of \$9,132.00, with the NRD share not to exceed \$4,500.00.

Motion Passed: 6-0

Last on the agenda were staff updates and reports on various projects. Reports/updates: Backyard Prairie Pollinator Program, Cottontail WMA grassland renovation project video, and property survey/staking at Wabash.

Meeting adjourned at 6:59 p.m.

PC: RF&W subcommittee file



smart # 21040113
4/19/21law/jm

CITY OF LINCOLN
EXECUTIVE ORDER

NO. 95496

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:


The attached Amendment to Extend Interlocal Cooperation Agreement for Salt Creek Levee Trail between Lower Platte South Natural Resources District and City of Lincoln, Nebraska, which original Interlocal Cooperation Agreement was approved by Executive Order No. 94380 on May 11, 2020, is hereby approved and accepted, and I have executed said Amendment on behalf of City of Lincoln, Nebraska.


The City Clerk is directed to return the executed copy of this Executive Order and Amendment to Sara Hartzell, Parks and Recreation Department, for transmittal to the parties.

Dated this 3 day of May, 2021.


Leirion Gaylor Baird, Mayor

Approved as to Form & Legality:


Assistant City Attorney


Parks and Recreation Director

**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



94380

CITY OF
LINCOLN
NEBRASKA
MAYOR LEIRION GAYLOR BAIRD

EXECUTIVE
ORDER

≡ NO. 94380

Tracking #20030233
03/26/2020 P&R/mj/s.hartzell

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

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

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

Dated this 11th day of May, 2020.

Leirion Gaylor Baird Mayor

Approved as to Form & Legality:

Approved:

City Attorney

Lynn Johnson
Parks & Recreation Director

F:\Admin\EOs, DOs, Resolutions, Contracts, Etc\EXECUTIVE ORDER form.doc

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,

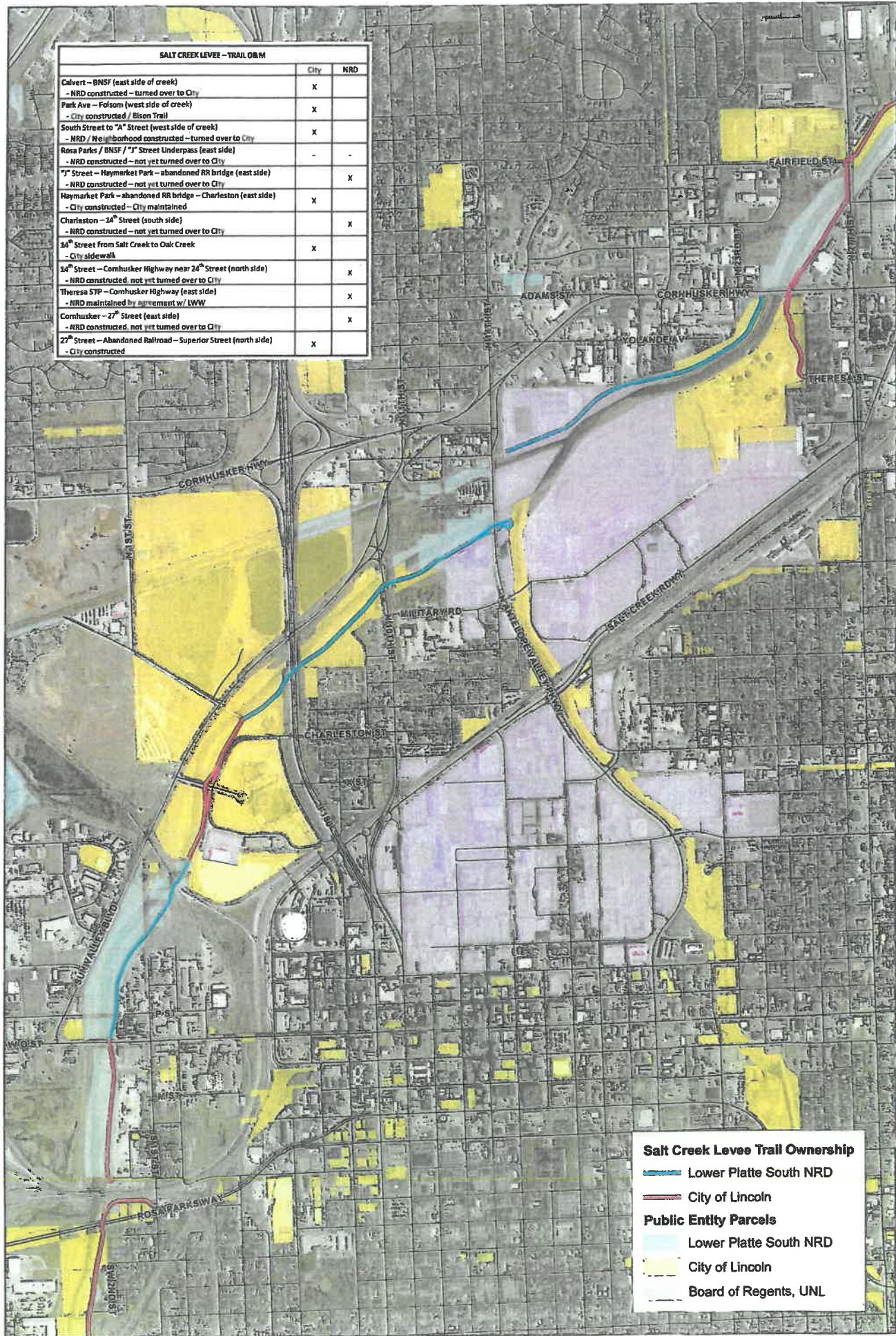
DATED: March 25, 2020

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
Calvert - BNSF (east side of creek)	X	
- NRD constructed - turned over to City		
Park Ave - Folsom (west side of creek)	X	
- City constructed / Bison Trail		
South Street to "A" Street (west side of creek)	X	
- NRD / Neighborhood constructed - turned over to City		
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)		X
- NRD constructed - not yet turned over to City		
Haymarket Park - abandoned RR bridge - Charleston (east side)	X	
- City constructed - City maintained		
Charleston - 24 th Street (south side)		X
- NRD constructed - not yet turned over to City		
34 th Street from Salt Creek to Oak Creek	X	
- City sidewalk		
34 th Street - Cornhusker Highway near 24 th Street (north side)		X
- NRD constructed not yet turned over to City		
Theresa 57P - Cornhusker Highway (east side)		X
- NRD maintained by agreement w/ LWW		
Cornhusker - 27 th Street (east side)		X
- NRD constructed, not yet turned over to City		
27 th Street - Abandoned Railroad - Superior Street (north side)	X	
- City constructed		



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

**EXECUTIVE ORDER
 NO. 96548**

**Originating Department:
 PARKS & RECREATION**

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

I hereby execute and approve on behalf of the City of Lincoln the attached **Agreement**, which involves the following information:

Amendment Type	Extension
Name of Contractor(s)	Lower Platte South Natural Resources District
Duration	5/12/2022 to 5/11/2023
Amount	No Financial Consideration
Purpose of Agreement	Amendment of Interlocal Cooperation Agreement, approved by EO #94380 and amended by EO #95496, to extend the term to May 11, 2023

Dated this 3rd day of May, 2022.



Leirion Gaylor Baird, Mayor

Approved as to Form & Legality:

Approved:



Law Department



Parks & Recreation Director

**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: APRIL 21, 2022

BY: _____
Paul Zillig, General Manager

City of Lincoln Signature Page

**AGREEMENT
City of Lincoln
Lower Platte South Natural Resources District**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

Shobinnor Khan
City Clerk



Stevion Gaylor Baird

Mayor

Approved by Executive Order No. 96548

Dated 5/3/2022

**AMENDMENT NO. 3 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 and Executive Order No. 95648 dated May 3, 2022.

The parties enter into this Amendment to extend the Agreement for an additional one (1) year term from May 12, 2023 to May 11, 2024, or until such time as a permanent easement or long-term agreement is entered into between the parties to provide for ongoing maintenance of the trail, whichever occurs first. 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: _____

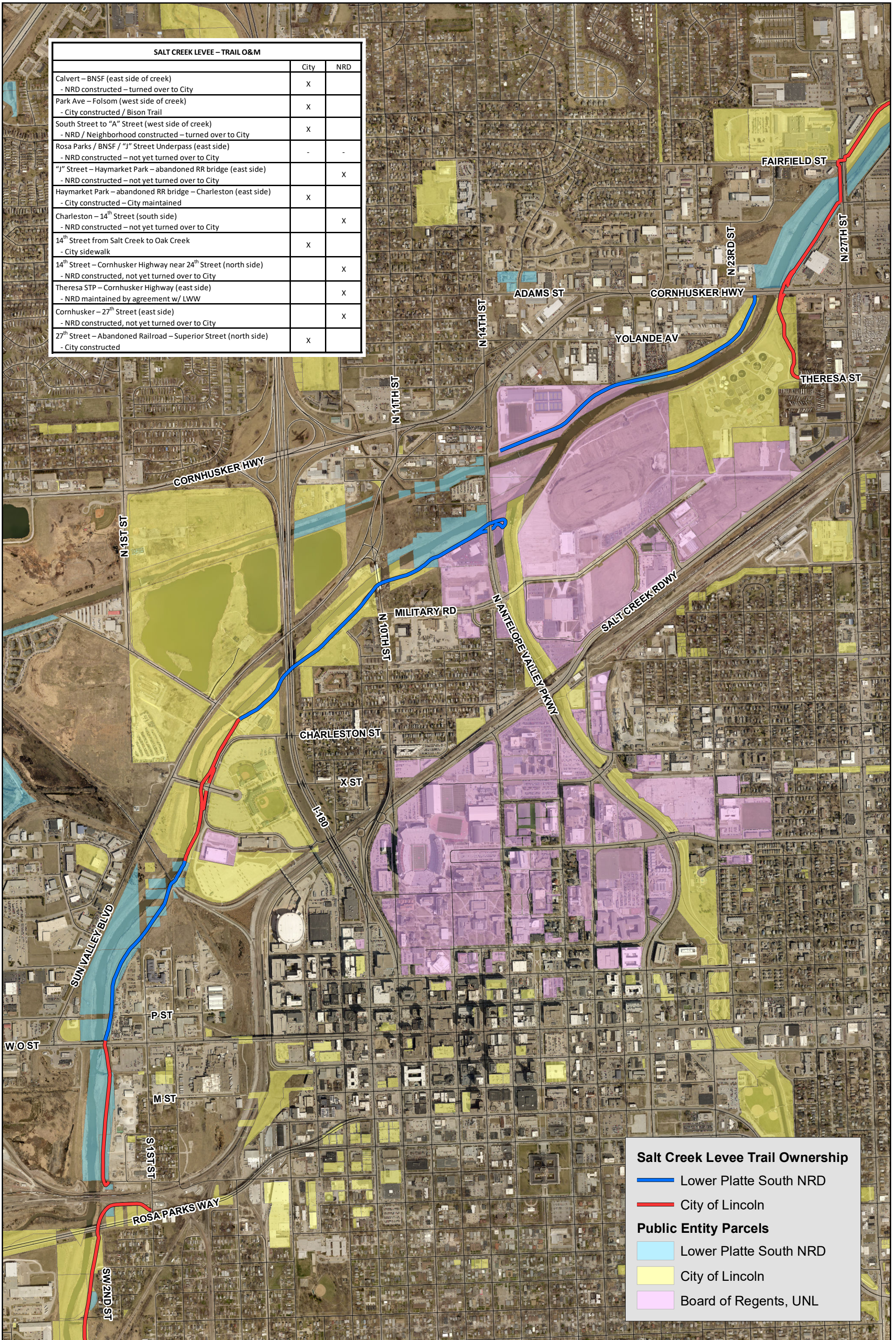
BY: _____
Paul Zillig, General Manager



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



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



Salt Creek Levee Trail Ownership

- Lower Platte South NRD
- City of Lincoln

Public Entity Parcels

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

Lower Platte South Natural Resources District Windbreak Renovation Program

The Lower Platte South Natural Resources District (“District”) has budgeted funds for the purpose of sharing the cost of renovating an existing windbreak and establishing a windbreak. The program is part of the Nebraska Forest Restoration Partnership (NFRP). The partnership includes Nebraska Forest Service (NFS) and the Natural Resources Conservation Service (NRCS). The purpose of the NFRP is to provide financial assistance for cooperators in their renovation/planting projects at a 75% cost-share rate. Applications will be taken year-round.

Cost-share amounts will be based on the NRCS rates. The following conservation measures are approved for reimbursement when associated with the renovation and planting project:

- Windbreak Establishment
- Windbreak Renovation
- Tree Planting
- Site Preparation
- Fence
- Drip Irrigation
- Mulch
- Herbaceous Weed Treatment

See current fiscal year EQIP Payment Schedule for applicable rates.

Steps in Applying:

1. Applicant will request assistance via a site visit. District Forester will conduct site visit to determine if existing windbreak is in need of renovation and qualifies for assistance.
2. If applicant does qualify, they will then fill out the NFRP Application. Applicants will need established farm records with the Farm Service Agency (FSA). If they do not have them, they will need to complete that process before they can finish applying. NFRP Application includes University of Nebraska-Lincoln (UNL) New Vendor Setup Request, W-9, United States Citizenship Attestation Form and District Application Form.
3. District Forester will complete a NFS Practice Plan and CPA-52 coversheet.
4. All application material will then need to be reviewed by NRCS for eligibility. All applicants must be determined eligible through the NRCS eligibility review.
5. NRCS will determine eligibility and provide CPA-52.
6. District Forester will finalize Acknowledgment of Conservation Measures Form with applicant. District Forester, District General Manager and NFS will finalize signed Financial Assistance Agreement.

If you have any questions, call the District Forester at (402) 476-2729.

Nebraska Forest Restoration Partnership Application

Application Number	
Application Date	
County & State	
Natural Resource District	

Applicant Name:	
Address:	
Email:	
Phone:	
Project Location (Legal description or Farm and Tract Number):	

Do you have farm records established with the Farm Service Agency (FSA)? Yes No

FSA Tract #: _____ FSA Field #: _____ FSA Field ID: _____

****If no, contact your local FSA office to complete this step. Farms records must be established prior to applying for this funding.****

Are you applying to participate in a conservation program as an: (complete the appropriate boxes below)?

Individual	Entity (Corporation, Limited Partnership, Trust, Estate, etc.)	Joint Operation (General Partnership, Joint Venture)
Name:	Name:	Name:
Last four digits of Social Security Number:	Last four digits of Tax ID Number:	Last four digits of Tax ID Number:
	Do you have appropriate documents including proof to sign for the entity?	Do you have appropriate documents including proof to sign for the joint operation?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Is the land being offered for enrollment used for crop (including forest-related) or livestock production?

- Crop Production Crop Type: _____
 Livestock Production Livestock Type: _____
 None of the above

What is the current ownership of the land being offered under this application? (Public land is not eligible for Nebraska Forest Restoration Partnership funding)

- Private land Tribal, Allotted, Ceded or Indian Land

You certify that Certification of control of the land offered under the application is evidenced by:

- Deed or other evidence of land ownership
 - Written lease agreement (Years of control are _____ through _____)
 - Other agreement or legal conveyance (describe below) (Years of control are _____ through _____)
-
-
-

Is the land offered under this application enrolled in any other conservation program?

- No
- Yes, describe _____

Do you meet the criteria for any of the following categories? (mark all that apply)

If you wish to apply in any of these categories, you must meet the self-certification requirements. Definitions are provided at the end of this application. For more information, please go to this website: <https://lrftool.sc.egov.usda.gov/>

- Limited Resource Farmer or Rancher
- Beginning Farmer or Rancher
- Socially Disadvantaged Farmer or Rancher
- Veteran Farmer or Rancher
- Not applicable

On the site(s) identified above, the Applicant agrees to participate in the identified program if the offer is accepted by the Nebraska Forest Service, with approval by the NRCS. The undersigned shall hereafter be referred to as the "Participant." The participant understands that starting a practice prior to contract approval causes the practice to be ineligible for program financial assistance. The participant will obtain the landowner's signature on the contract or provide written authorization to install structural or vegetative practices using the provided form. The Participant agrees not to start any financially assisted practice or activity before a Contract is executed.

All participants that certify land control or certify eligibility as Limited Resource Farmer or Rancher, Beginning Farmer or Rancher, or Veteran Farmer or Rancher will provide all records necessary to justify their claim as requested by a NRCS representative. It is the responsibility of the Participant to provide accurate information to support all items addressed in this application at the request of NRCS. False certifications are subject to criminal and civil fraud statutes.

The Participant acknowledges that highly erodible land conservation/wetland conservation, adjusted gross income certifications, and member information for entities and joint operations are on file with the FSA.

Applicant Signature _____ **Date** _____

DEFINITIONS FOR “HISTORICALLY UNDERSERVED” STATUS

Limited Resource Farmer or Rancher – The term “Limited Resource Farmer or Rancher” means a participant:

- With direct or indirect gross farm sales not more than the current indexed value in each of the previous two years, and
- Who has a total household income at or below the national poverty level for a family of four, or less than 50 percent of county median household income in each of the previous two years.

A legal entity or joint operation can be a Limited Resource Farmer or Rancher only if all individual members independently qualify. A Self-Determination Tool is available to the public and may be completed on-line or printed and completed hardcopy at: <https://lrftool.sc.egov.usda.gov/>

Beginning Farmer or Rancher – The term “Beginning Farmer or Rancher” means a participant who:

- Has not operated a farm or ranch, or who has operated a farm or ranch for not more than 10 consecutive years. This requirement applies to all members of a legal entity, and who
- Will materially and substantially participate in the operation of the farm or ranch.

In the case of a contract with an individual, individually or with the immediate family, material and substantial participation requires that the individual provide substantial day-to-day labor and management of the farm or ranch, consistent with the practices in the county or State where the farm is located.

In the case of a contract made with a legal entity, all members must materially and substantially participate in the operation of the farm or ranch. Material and substantial participation requires that the members provide some amount of the management, or labor and management necessary for day-to-day activities, such that if the members did not provide these inputs, operation of the farm or ranch would be seriously impaired.

Socially Disadvantaged Farmer or Rancher – The term “Socially Disadvantaged” means an individual or entity who is a member of a socially disadvantaged group. For an entity, at least 50 percent ownership in the farm business must be held by socially disadvantaged individuals. A socially disadvantaged group is a group whose members have been subject to racial or ethnic prejudice because of their identity as members of a group without regard to their individual qualities. These groups consist of the following:

- American Indians or Alaskan Natives
- Asians
- Blacks or African Americans
- Native Hawaiians or other Pacific Islanders
- Hispanics

Note: Gender alone is not a covered group for the purposes of NRCS conservation programs. The term entities reflect a broad interpretation to include partnerships, couples, legal entities, etc.

Veteran Farmer or Rancher – The term “Veteran Farmer or Rancher” means a farmer or rancher who:

- Served in the active military, naval, or air service, and
- Who was discharged or released from the service under conditions other than dishonorable, and
- Who has not operated a farm or ranch; or has operated a farm or ranch for not more than 10 consecutive years.

A legal entity or joint operation can be a Veteran Farmer or Rancher only if all individual members independently qualify.

New Vendor Setup Request

University of Nebraska-Lincoln

Please complete the information below. Fax this form and a W9 or applicable W8 to UNL Accounts Payable at **402-472-2246** or mail to:

University of Nebraska-Lincoln
1700 Y Street
PO Box 880623
Lincoln, NE 68588-0623

Initial Vendor Set Up, Company/Individual's Name or FEIN Change – W9/W8 is required:

Vendor Name: _____

Phone: _____

Fax: _____

Email: _____

Remit to address (if different from the W9 address):

Street/PO Box/: _____

City/State/Zip: _____

Other _____

Comments: _____

Remit to address change only:

W9/W8 not required unless requested by Accounts Payable. Attach copy of invoice/documentation requesting the change.

For employee set up to access automated travel features only:

Email their name and personnel number to accounting@unl.edu.

For UNL Department use only:

Department Name: Nebraska Forest Service Requestor: Lola Young

Email: lyoung5@unl.edu Phone: 2-6623

Departmental Instructions:

Departments should complete the UNL Department section of the form and email or fax this form to the vendor. The vendor should complete the vendor section of this form and return it with their W9/W8 to the fax and address listed above. Do not request them to email it to you.

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, check one of the following for yourself and attest to your response by providing your name, and signing and dating this form.

I am a citizen of the United States.

- OR -

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status is _____ and my alien number is _____, and I agree to provide a copy of my USCIS documentation upon request.

- AND -

(for corporations, partnerships, or trusts)

Every person who is either a stockholder of the corporation, a partner of the partnership or a beneficiary of the trust is also a United States citizen or qualified alien.

Name of Trust, Partnership or Corporation

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME _____
(first, middle, last)

SIGNATURE _____

DATE _____

2020

**LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
WINDBREAK RENOVATION COST-SHARE PROGRAM**

* **Applicant:** _____

* **Address:** _____

* **Town and Zip Code:** _____

* **Phone Number:** _____

* **Email:** _____

* **Applicant has completed Nebraska Forest Restoration Partnership Application?**

▪ **Yes** **or** **No**

* **Applicant has completed University of Nebraska-Lincoln New Vendor Setup Request?**

▪ **Yes** **or** **No**

* **Applicant has completed W-9?**

▪ **Yes** **or** **No**

* **Applicant has completed United States Citizenship Attestation Form?**

▪ **Yes** **or** **No**

* **Nebraska Forest Service (NFS) Practice Plan is attached and signed by NFS Forester and Applicant?**

▪ **Yes** **or** **No**

* **This application has been reviewed by the LPSNRD District Forester and approved by the LPSNRD General Manager.**

LPSNRD District Forester

Date

LPSNRD General Manager

Date

Submit via email is preferred: jseaton.forester@lpsnrd.org; Or mail to Jay Seaton; PO Box 83581; Lincoln, NE 68501

Lower Platte South Natural Resources District
 Community Forestry Program – Exhibit “A”

The Lower Platte South Natural Resources District (“District”) has budgeted funds for the purpose of sharing half of the total the cost of trees and planting for the public good. Applicants must provide a brief written description on how the planting will be in the public good. Applicants can be neighborhood associations, service organizations, citizen groups, business associations, villages, towns and cities. Plantings can be on public & private lands such as school grounds, parks, cemeteries, common grounds, along street right-of-ways, etc. Lands cannot be owned by the United States government or the State of Nebraska, or any political subdivision of the State of Nebraska such as counties, cities, etc.

Public Land Applicants Include:

- Villages
- Cities/Towns
- Park Associations
- Public Cemeteries
- Public Schools

Private Land Applicants:

- Homeowner Associations
- Neighborhood Associations
- Churches
- HOA Common Grounds
- Private Schools

Cost Break Down

	Public Land	Private Land
Cost-Share Percentage	75%	50%
Cost-Share Max per year:	\$10,000	\$10,000
Cost-Share Max per 3 year:	\$10,000	\$10,000
Total Project Max:	\$13,333.34	\$20,000
Percentage Cash Match:	25%	25%
Tree Planting Cost-Share Max:	\$100	\$50
Tree Removal Cost-Share Max:	\$500 per tree	\$500 per tree

Current:

The applicants match must be a minimum of 25% cash (private funds only, no tax funds). The other 25% match can be non-NRD tax dollars (i.e. additional grant dollars).

The District's portion for the tree planting project is up to 50% of the total cost of trees and planting. The cost of planting of the trees will not exceed \$100.00 per tree. The District's portion of tree planting will not exceed \$50.00 per tree. Maximum for an application for one year is \$10,000 of District funds. Each applicant can only be approved for \$10,000 every 3 years.

Purposed:

Option #1 (Increase to 75% cost-share):

The applicants match must be 25% cash (private funds only, no tax funds).

The District's portion for the tree planting project is 75% of the total cost of trees and planting. ~~The cost of planting of the trees will not exceed \$100.00 per tree. The District's portion of tree planting will not exceed \$50.00 per tree.~~ Maximum for an application for one year is \$10,000 of District funds. Each applicant can only be approved for \$10,000 every 3 years.

Option #2 (Increase only to 75% on public land):

For public land: see Option #1.

For private land:

The applicants match must be a minimum of 25% cash (private funds only, no tax funds). The other 25% match can be non-NRD tax dollars (i.e. additional grant dollars).

The District's portion for the tree planting project is up to 50% of the total cost of trees and planting. ~~The cost of planting of the trees will not exceed \$100.00 per tree. The District's portion of tree planting will not exceed \$50.00 per tree.~~ Maximum for an application for one year is \$10,000 of District funds. Each applicant can only be approved for \$10,000 every 3 years.

Option #3 (No cost-share increase, but include 50% for removal):

The applicants match must be a minimum of 25% cash (private funds only, no tax funds). The other 25% match can be non-NRD tax dollars (i.e. additional grant dollars).

The District's portion for the tree planting project is up to 50% of the total cost of removal, replacement trees and planting. Removal of trees must be approved by the District Forester. Trees to be removed must include justifiable reason, i.e. diseased, dying and/or hazardous to public safety. For every tree removed, a replacement must be planted in similar location. Removal of trees must be done by a certified arborist. Prior to removal and planting, application must be approved and cost-share agreement signed by applicant and General Manager. Maximum for an application for one year is \$10,000 of District funds. Each applicant can only be approved for \$10,000 every 3 years.

Participants in the Community Forestry Program are required to obtain trees through a local nursery (see Nebraska Department of Agriculture's [Nursery Stock Distributor List](#)) and are encouraged to utilize the technical expertise of the Nebraska Forest Service, the District Forester, the nursery, a landscape architect, or a professional arborist for the purpose of establishing a plan for the planting and maintenance of the trees.

Each application must include at least three written proposals from different vendors for the cost of the trees. Planting by the vendor may also be included on the proposal. The application, planting plan and vendor proposals will be reviewed and approved by the District Forester.

Orchard Trees, Shrubs, and Ornamental Grasses are NOT eligible for cost share assistance. Standard landscape size 1 ½" stock (1 ½" – 1 ¾") for deciduous trees and 4 – 5' for conifer trees is the recommended size. Root maker bag trees 3 gallon to 15 gallon trees are encouraged as well. Larger stock can be planted but cost share will be based on the price of the standard size stock. All trees must be guaranteed for 1 year.

Applicants must submit a project proposal to the District which shall include the following information:

1. Identification of the applicant (person(s), neighborhood association, village, town or city) applying for the cost-sharing funds, including the name address, phone number, and email of the person coordinating the project.
2. A detailed description of the project, including:
 - a. The location for the tree plantings. Location can include before photos or drawings, a description of the existing vegetation (including trees), location of utilities such as water, sewer, electrical, and telephones lines or cable. If the trees along the street right of way are being planted, it is desirable to have the street addresses for the location of each tree. If street addresses are not available, trees should be located on a map indicating the approximate proposed planting site.
 - b. The purpose of the project and a brief written description on how the project will benefit the general public (limit of 500 words), i.e. aesthetics, energy conservation, wildlife, windbreak, street trees, tree replacement, etc.
 - c. A schedule for implementing the project plan. Include approximate date of tree planting, tree care prior to planting, and maintenance for the following 3 years.
3. A detailed description of the cost of the trees, including:
 - a. The number of trees, size, species, and the price per tree. For recommended species [see Tree for Nebraska Ice Storm Recovery by Nebraska Statewide Arboretum and/or Lincoln, Nebraska's Approved Trees for the Streets](#).
 - b. The cost of planting the trees (per tree) and an identification of who will be responsible for the planting.
 - c. The total project cost.

4. Cost-sharing information including:

- a. The amount of cost-sharing funds requested from the District. (50% of the cost of the trees, planting, excluding tax).
- b. Set out the balance of the project funds (applicant's share) including the source of those funds, i.e. private, in-kind labor, grants, community budget, etc.

Applications will be accepted year around until available funds are expended. If applications are complete, meet all the guidelines, ~~are on public ground~~ and are less than \$5,000, they will be approved by the District Forester and the District General Manager. For applications above \$5,000 the appropriate committee of the District will review the application then refer the application to the Board of Directors of the District for approval.

Approved projects are required to complete an "Agreement" form. An example of the "Agreement" is enclosed.

All approved projects must be completed before June 1st. This allows the District forester the month of June to inspect the plantings and issue payment before the end of the fiscal year, which is July 1st. However, applicants need not wait until June 1st. It is best to contact the District forester as soon as the project is completed.

If you have any questions, call the District Forester at (402) 476-2729.

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: Stone Ridge Estates HOA
- * Name of Coordinator: Dale Miller
- * Address: 8320 Katrina Lane
- * Town and Zip Code: Lincoln NE 68512
- * Phone Number: 402-432-5153

* **Tree information**

# of Trees	Size	Species	Cost
12	4-5 foot	pine / spruce	4788.00
5	2 1/4" - 2"	deciduous - ^{Linden} Birch	1799.90
5	1"-2"	Flowering Plum or deciduous crabapple	1495.00

* **TOTAL NUMBER OF TREES:** 22

* **TOTAL COST OF TREES:** 18032.00

* Cost of planting the trees (per tree) with a sum for all the trees \$50.00 /tree;
Planting max \$100/tree

* PLANTING TOTAL \$1100.00

* TOTAL COST OF PROJECT ~~\$9100.00~~ \$9132.00

* AMOUNT REQUESTED FROM NRD 50% max \$4500.00

* APPLICANT SHARE TOTAL \$4600.00

* Source of Applicants share:

\$ _____ donations (source) _____

\$ _____ adjacent homeowners

\$ _____ in-kind labor

\$ _____ grant (source) _____

\$ _____ community budget

\$4600.00 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) Contracted Lawn Service

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

Trees will be delivered directly from Nursery
for immediate planting.

There are 8 ^{dead} trees that will be removed prior to
planting with stump removal.

- * **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

To Lower Platte South Natural Resource District.

The Stone Ridge Estates Home Owners Association is excited for the opportunity to apply for a grant to assist in the planting of trees along the commons and entrance to our neighborhood. Due to disease and drought we have lost many of our beautiful pine trees along Yankee Hill Road and several deciduous trees in the area between our back yards and the pine trees and on the entrance median. Due to the loss of trees, what once was a forest like setting is now open to the street.

This loss of trees has of course decreased the visual aesthetics, but the greatest problem is the loss of the wind break. The south winds that were once barely noticed are now blowing freely and has actually caused wind damage to yard trees. Also the loss of wildlife. We used to frequently see red fox, turkeys, occasional ^{coyote} turkey but now with decreased protection there are the squirrels. Even the once plentiful birds seem to have decreased substantially.

We have updated our contract with our lawn care provider who has agreed to maintain area around trees and will provide watering service on a regular schedule. The planting, staking, mulching and installation of watering bags is included with each estimate. Once we have submitted this application, the nurseries have all guaranteed planting as soon as they receive notice or as weather is best suited.

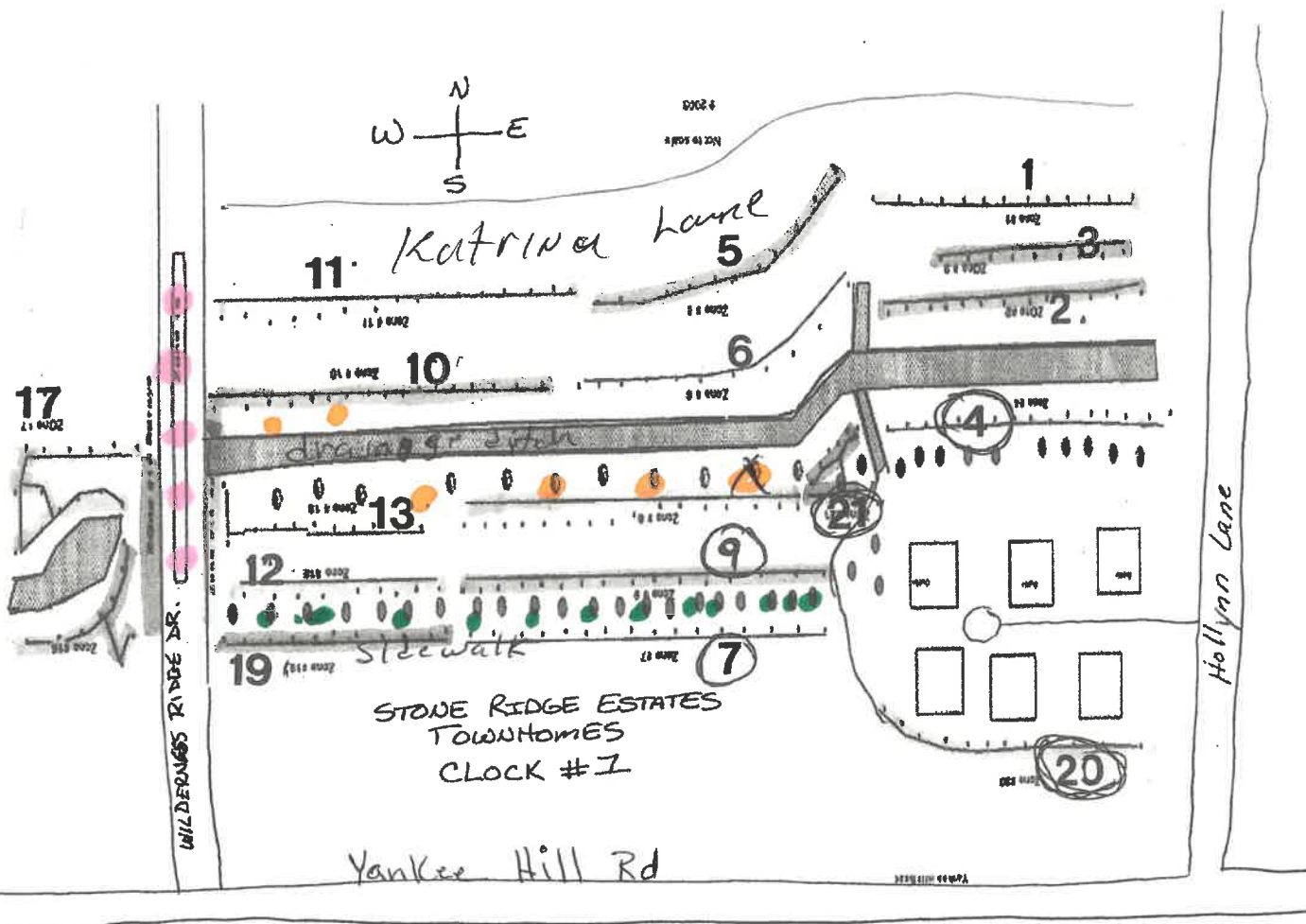
There is currently 12 pine or spruce trees that need replaced along Yankee Hill Road. Five deciduous trees of birch or linden along the drainage area just south of the 12 pine trees and 5 flowering variety along the median entrance on Wilderness Ridge Road which will be a mixture of crabapple , or other flowering species.

There are no high lines or utilities in the area of these plantings.

Included with the application please find map and three estimates. We look forward to working with the Natural Resource District on this project.

Dale Miller Board Member
Stone Ridge Estates
HOA
dmillerpac@aol.com
402-432-5153





▲ 12 Pine or spruce

Home Owners Association
Stone Ridge Estates

● 5 deciduous Trees along drainage ditch

● 5 flowering (Crab Apple?) on island entrance median
or similar



Nebraska Nursery & Color Gardens
4240 S Coddington Ave
Lincoln, NE 68522
Phone: (402) 489-6543
info@colorgardens.com

March 27, 2023
Estimate# E957

Ref: Dale Miller
Stone Ridge Estates

Stone Ridge Estates 2023 NRD Grant

Job Prep: Mobilization; Loading/Unloading; Job site cleanup

BALD CYPRESS - #10: 3

GREENSPIRE LITTLELEAF LINDEN - #10: 2

GREEN GIANT ARBORVITAE - #10: 2

BLACK HILLS SPRUCE - #10: 2

BOSNIAN PINE - #7: 3

WEeping NORWAY SPRUCE - #10: 2

DOMINGO PINE - #10: 3

Water Bags: 17

Subtotal: \$6,052.13

7.25 (7.25%): \$438.78

Grand Total: \$6,490.91

Client Signature: _____ Date: _____

This proposal is valid until April 26, 2023.

Payment Schedule

Deposit	50.00%	\$3,245.46
Invoice	50.00%	\$3,245.46



Nebraska Nursery & Color Gardens
4240 S Coddington Ave
Lincoln, NE 68522
Phone: (402) 489-6543
info@colorgardens.com

March 30, 2023
Estimate# E969

Dale Miller
Stone Ridge Estates HOA
Lincoln, NE

Stone Ridge Estates Entrance Island NRD Grant 2023

Job Prep: Mobilization; Loading/Unloading; Job site cleanup

Owner Choice: Ivory Silk Lilac or Royal Raindrops Crabapple - #10: 5

Water Bags: 5

Subtotal: \$2,248.12

7.25 (7.25%): \$162.99

Grand Total: \$2,411.11

Client Signature: _____ Date: _____

This proposal is valid until April 29, 2023.

Payment Schedule

Deposit	50.00%	\$1,205.56
Invoice	50.00%	\$1,205.55

Total *6490.91*
 2411.11

 8902.02

*Substitutions may be made due to availability and visual quality of plant material by Nebraska Nursery and Color Gardens discretion.

*Transplants, sod and seeding are not guaranteed. All Trees and Shrubs carry a 1-year guarantee, from date of installation. All Perennials carry a 90-day guarantee, from date of installation. All guaranteed material will be replaced only once, after bill is paid in full within 90 days of invoice date. Nebraska Nursery & Color Gardens is not responsible for damage caused by animals, weather, or miscare.

*Substitutions may be made due to availability and visual quality of plant material by Nebraska Nursery and Color Gardens discretion.

*Transplants, sod and seeding are not guaranteed. All Trees and Shrubs carry a 1-year guarantee, from date of installation. All Perennials carry a 90-day guarantee, from date of installation. All guaranteed material will be replaced only once, after bill is paid in full within 90 days of invoice date. Nebraska Nursery & Color Gardens is not responsible for damage caused by animals, weather, or miscare.

*Estimate is valid for 30 days from the original estimate date. After 30 days, estimate is void.

*This estimate does not reflect the final invoice total. This is a quote price only, price on final invoice may change.

*Nebraska Nursery & Color Gardens is not responsible for damage to irrigation (heads, lines, and dripline). All irrigation must be marked by customer prior to installation.

*Nebraska Nursery & Color Gardens is not responsible for damage to utilities. Digger's Hotline/811 must be notified prior to installation. NNCG is responsible for contact to Digger's Hotline/811 prior to installation.

*Should any changes be made after two (2) revisions, each additional round of revisions will incur a design fee per the landscape designer and extent of the changes.

*Projects will not be added to the installation schedule until changes are finalized and deposit is paid by client. Installation dates given are subject to change.



910 South 214th Street
Eagle, NE 68347

Estimate

ADDRESS

StoneRidge HOA

ESTIMATE # 8296

DATE 03/15/2023

SALES REP

JK

ACTIVITY	QTY	RATE	AMOUNT
Nursery Stock Spruce mixture of Colorado, Black Hills and Norway B&B 4-6' Installed	12	380.00	4,560.00T
Nursery Stock:Crabapple, Prairiefire, 2" Crabapple, Prairiefire, 2" Installed	5	370.00	1,850.00T
Nursery Stock River Birch 1.5-2" Installed B&B	5	350.00	1,750.00T
Trip charge Mobilization fee/Delivery Fee	1	125.00	125.00T

From the date of planting, trees and shrubs have a 1 year
guarantee, perennials and ornamental Grasses have a 60 day
guarantee. Sign and return with a 50% deposit to move forward.

SUBTOTAL	8,285.00
TAX (7.25%)	600.67
TOTAL	\$8,885.67

Accepted By

Accepted Date

Earl May Nursery & Garden Center #2

5555 South 48th St., Suite G
 Lincoln, NE 68516
 402-423-5354



Contract No. 2 230314 5153

Dale Miller

Day: _____

Home: _____

Cell: _____

Date of Design: 1/0/1900

- Landscape Estimate - These prices are quotations only and are subject to change without notice. Any purchases made on the basis of this estimate are subject to availabilities and current prices in effect at time of purchase.
- Contract Agreement - The undersigned orders nursery stock and or materials, labor, services, etc., listed below from Earl May Nursery & Garden Center.

<input checked="" type="checkbox"/>	CHECK ONE	<input checked="" type="checkbox"/>	Landscape
<input type="checkbox"/>		<input type="checkbox"/>	Maintenance
<input type="checkbox"/>		<input type="checkbox"/>	Container

Dept.	Item/Variety/Description	Size	Quantity	Unit Price	Amount
Landscaping Contract includes:					
5	Black Hills Spruce	4/5'	4	\$399.00	\$1,596.00
5	White Pine	4/5'	4	\$399.00	\$1,596.00
5	Vanderwolf Limber Pine	4/5'	4	\$399.00	\$1,596.00
5	Bicolor (Swamp) White Oak	1 1/4'	3	\$399.00	\$1,197.00
5	Prairie Cascade Willow	1'	2	\$249.00	\$498.00
5	Prairie Fire Crabapple	1'	3	\$249.00	\$747.00
5	Big Cis Plum	1'	2	\$299.00	\$598.00
10	Spruce Planting Kit		4	\$200.00	\$800.00
10	White Pine Planting Kit		4	\$200.00	\$800.00
10	Vaderwolf Limber Pine Planting Kit		4	\$200.00	\$800.00
10	Oak Planting Kit		3	\$225.00	\$675.00
10	Willow Planting Kit		2	\$160.00	\$320.00

Payment Method (check one) <input type="checkbox"/> Cash or Check <input type="checkbox"/> <input type="checkbox"/> Earl May Business Charge	Nursery	\$7,828.00	Materials	\$8,377.78
	Plants	\$0.00	Labor	\$4,225.00
	Other	\$4,774.78	Sales Tax	913.70
			Total	\$13,516.48
			Deposit	\$0.00
		Balance Due	\$13,516.48	

THE UNDERSIGNED PURCHASER MAKES THE PURCHASE SHOWN, INCLUDING ANY AND ALL CONTINUATION PAGES OF THIS CONTRACT, IN ACCORDANCE WITH AND SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH WHICH THE PURCHASER ACKNOWLEDGES BY SIGNATURE BELOW THAT PURCHASER HAS READ AND FULLY UNDERSTANDS THIS CONTRACT. PURCHASER ACKNOWLEDGES HAVING READ AND RECEIVED AN EXACT DUPLICATE OF THIS CONTRACT. PURCHASER AGREES TO PAY UPON COMPLETION AS INDICATED ABOVE (PAYMENT METHOD). A FINANCE CHARGE MAY BE COMPUTED ON ANY BALANCE THAT REMAINS UNPAID 30 DAYS AFTER THE COMPLETION DATE. THE MONTHLY FINANCE CHARGE SHALL NOT EXCEED LAWFUL RATES. SHOULD A PAST DUE BALANCE BE DETERMINED UNCOLLECTABLE AND LEGAL OR THIRD PARTY ACTION IS NECESSARY, PURCHASER AGREES TO PAY ALL COLLECTION EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES.

If, and only in the circumstance where this Contract was sold and agreed upon outside an Earl May retail establishment, the following statement will apply:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Cancellation Deadline: _____
 (3 days following Purchaser's Date of Contract)

Purchaser's Signature _____ Manager/Designer: _____

Print Name _____ Date of Contract _____
 e-mail: 0 _____

Earl May Seed & Nursery L.C. (Earl May) Limited Warranty

Product and services are being sold to customer "as is" and Earl May makes no warranty, express, implied, direct or indirect, other than is expressly stated herein that the product or services are merchantable or fit for any particular purpose, and all such warranties are hereby disclaimed. In no event shall Earl May be liable to customer hereunder for any indirect, special, consequential, lost profits or other damages in connection with or arising out of this agreement or the purchase or use of the product and services. Earl May provides the following limited warranty for specific product and services as outlined below.

Applicable to Trees, Shrubs, Evergreens, Shrub Roses, Perennials, Edible Fruits, Ornamental Grasses, and Vines: Earl May will replace once, at no charge, any of these items, planted in the ground, which fail to grow through one year from date of purchase. An additional warranty option is available for these same listed items by also purchasing at least one gallon of Earl May Plant Start (item 706507) on the same date and receipt as the original purchase of the warranted items. If the customer chooses not to replace the item(s), an Earl May Gift Card will be issued for the same value. Labor to replant any of the warranted items IS NOT included in this warranty and will be an additional charge. Any warranty requests must be accompanied by this contract or cash register sales receipt. Earl May reserves the right to inspect the items in question and suggest corrective measures as an alternative to replacement.

Applicable to Stone & Concrete Products: Concrete products (pavers, stepping stones, edging and modular wall blocks) are warranted one year from date of purchase for material defects. Cracking, chipping, or discoloration due to use of ice melting chemicals is excluded from warranty. The presence of efflorescence, a temporary chalk-like deposit that may result on concrete materials as the curing process is completed, is excluded from warranty. Stone materials are a natural quarried product, therefore, variations in color, texture, and thickness may occur. Exact consistency and color of natural stone products or concrete cannot be guaranteed. If Earl May installed these materials, the workmanship is warranted for one year from the date of purchase.

