#### Memorandum

Date:

April 13, 2023

To:

**Urban Subcommittee** 

From:

Mark Lindemann, District Engineer

**Subject:** 

Urban Subcommittee Meeting Minutes - April 2023

The Urban Subcommittee met on Thursday, April 13, at the NRD Office, at 5:00 pm. Subcommittee members participating included John Yoakum- committee chair, Gary Aldridge, Melissa Baker, Stacie Sinclair, Susan Seacrest, and Ray Stevens. Ray Stevens had to leave the meeting early and was not present to vote on items 12b through 12d. Others participating included NRD staff Paul Zillig, David Potter, Al Langdale, Bryce Jensen, Logan Hutt, Drew Ratkovec, and Mark Lindemann. Director Yoakum called the meeting to order at 5:02pm. There were four (4) items the Subcommittee took action on, and several reports. A quorum was present for the meeting.

12a. Consideration of the Annual Workplan for the Stormwater Interlocal Agreement with the City of Lincoln [ACTION] — Lindemann described how the City of Lincoln and NRD have an Interlocal Agreement on Stormwater Management in place that is updated annually. The agreement lists the activities the two agencies work together on and who is the lead for the activity. Lindemann stated that much of the agreement is the same as past years and he and other staff provided details of new or updated activities in more detail:

The following activities which are new or updated were mentioned:

- Construction of South Salt Creek Stream Stability Project SSC#6 in Wilderness Park. Total construction and observation costs estimated at \$850,000. [#7]
- Lynn Creek Stream Stability Project Master Plan #9 Project, located near N. 9<sup>th</sup> Street. Total construction and observation costs estimated at \$175,000. **[#7]**
- Costs for Dead Man's Run Section 205 Flood Reduction Project were recently updated by the U.S.
   Army Corps of Engineers (USACE). [#7.1] A separate report on the Deadman's Run project was discussed later.
- The Upper Salt Creek Watershed study was added to Item #9, "Watershed Master Planning".
- Under "Salt Creek Floodplain Resiliency" (Item #10), a workplan for guidance on future measures for flood mitigation has been added.
- The annual maintenance for the City of Lincoln Wetland Bank has been updated to include additional responsibilities for maintenance and operation of the wetland and improvements to the outlet structure. [#16]

Questions and comments were shared by the Subcommittee members with staff responding. The Subcommittee reviewed and discussed the Work Plan (attached).

It was moved by Stevens, seconded by Baker, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Fiscal Year 2023 – 2024 Work Plan for the Interlocal Agreement on Stormwater Management with the City of Lincoln.

12b. Consideration of an Agreement with Lincoln Youth Complex for Oak Creek Drainage Replacement Structures [ACTION] — Lindemann mentioned the previous report from the February Subcommittee meeting where staff updated Directors on the proposed Lincoln Youth Complex (LYC) north of Oak Lake and adjacent to Oak Creek. There are currently three non-functioning drainage structures on Oak Creek that the NRD operates and maintains that will require replacement. The replacement was on hold until the past couple of years until more was known about the LYC project. With the LYC project planning and design commencing, the NRD has worked with the LYC to draft an agreement to include the replacement of the Oak Creek drainage structures as part of the LYC project. In the agreement the NRD will reimburse for costs for permitting and construction associated with the portion of pipes from top of bank to the channel outlet. The cost for the replacement structures will be determined during design (see item 12c). Questions were asked by the Subcommittee members on the LYC project and the proposed agreement with staff providing further details. The proposed agreement is attached.

It was moved by Seacrest, seconded by Baker, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Agreement between the Lincoln Youth Complex and the NRD, for the replacement of the Oak Creek drainage structures.

12c. Consideration of a Professional Services Agreement with Olsson for the design of Oak Creek Drainage Replacement Structures for the Lincoln Youth Complex Project [ACTION] — Lindemann stated that as part of the agreement with the LYC for the Oak Creek Drainage Structure replacement in item 12b, the NRD would retain Olsson for the design of the Oak Creek drainage structures to be constructed as part of the LYC Project. Olsson is also the designer engineer for the LYC project and very familiar with the project site details. NRD staff contacted Olsson to provide a proposal and fee for the design, permitting, and plan preparation for inclusion into the LYC project. Olsson's proposal is at a cost not to exceed \$38,879. See attached professional services agreement, scope, and fee from Olsson. Questions were asked about the Olsson proposal as well as the LYC project, with staff responding.

It was moved by Seacrest, seconded by Baker, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement with Olsson, in an amount not to exceed \$38,879 for the design of the Oak Creek Drainage Structures along the Lincoln Youth Complex, pending legal counsel review.

**12d.** Consideration of Bids for Deadman's Run Drainage Pipe Replacement Project near Cotner Boulevard [ACTION]- Jensen explained that staff inspections of Deadman's Run observed a drainage structure in need of repair. The existing pipe consists of a 36-inch Reinforced Concrete Pipe (RCP) to a 17-foot length of 42-inch section of corrugated metal pipe(CMP) that outlets into Deadman's Run near Cotner Boulevard. The pipe drains stormwater from Cotner Boulevard roadway into the Deadman's Run channel. The 17-foot portion of 42-inch CMP will require replacement and connection to the existing 36-inch RCP. Jensen has contacted contractors to review the location and provide bid proposals. Jensen received three proposals (attached) from General Excavating, Nebraska Digging, and Yost Excavating. General Excavating's bid of \$17,050 was the lowest bid. Staff has reviewed the bids and recommends the low bid from General Excavating of \$17,050. Directors asked staff about bidding process requirements with Zillig

describing NRD operating policy requirements based on project size and cost. Jensen replied to questions on contractor qualifications and access. Jensen also noted no permits and additional access will be required. Construction is expected to start in mid-May and completed in about 1 month.

It was moved by Baker, seconded by Seacrest, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the low bid from General Excavating, in an amount not to exceed \$17,050 for the Dead Man's Run Drainage Pipe Replacement Project near Cotner Blvd.

#### **Reports**

#1

#### Dead Man's Run Flood Reduction Project Update-

Lindemann explained that after the City and NRD reviewed the 65% design plans from USACE, a plan review meeting was held March 16 with USACE, City, and NRD teammates. The review meeting dove into many details of the design that included alignment, ROW, the flume, drainage structures, the new access road for the grain elevators and businesses, and an updated schedule. Several follow-up action items were developed post-meeting for the USACE, City, and NRD. In the next few months there will be meetings to discuss coordinating details with the design teams of the Flood Reduction Project and the 48<sup>th</sup> and 38<sup>th</sup> Street bridge projects as well as with the 33<sup>rd</sup> and Cornhusker project teams. ROW acquisition processes will also be starting soon. The NRD and City will also need to hold a public information meeting this summer to provide an update to the community. The current project schedule has a planned award date of July 2024 and project completion of July 2025.

On March 31, the USACE provided a cost estimate for the Deadman's Run Flood Reduction Project (FRP). The current estimate has increased from \$14.5M to \$23.7M. The estimate includes construction, engineering and design, construction supervision and administration, and a contingency of 15%. The USACE is funding \$10M for the FRP, and the City and NRD will split the remaining portion at 50/50 percent.

Major components of the "Local Project" of Deadman's Run includes the design and construction of 48<sup>th</sup>, 38<sup>th</sup>, and 33<sup>rd</sup> Street bridges, landrights, and utility relocation. It was noted that the detention basin at Fleming fields was determined to not be necessary and will be removed from the project. RTSD's 33<sup>rd</sup> and Cornhusker Railroad Overpass project is planned to occur after the Deadman's Run project, at a date yet to be determined. The current estimate for the Local Project is \$10M. The local project is eligible for reimbursement from a \$5.8M Water Sustainability Fund grant, with the remaining portion split 50/50 between the City and NRD.

The increase in project estimates has been attributed to the refining of designs, addition of new elements, and general inflation in material and construction costs. Engineering firms the NRD works with have confirmed the 50% increase in construction projects over the last couple of years.

#### Deadman's Run Flood Reduction Project Stream Stability Design Review-

Lindemann mentioned that the City and NRD had a summary meeting for Intuition and Logic's review of the FRP stream stability design and maintenance requirements of the 65% plans provided by the USACE. Intuition and Logic's review determined that the overall design is acceptable and also provided recommendations for inclusion of riparian vegetation within the channel. Intuition and Logic gave three options (see options attached on document pages 31 & 32) that included planting woody riparian vegetation within the riprap (option1), within the riprap and on the low flow benches (option 2), and riparian vegetation within riprap, low flow benches and on the channel slopes (option 3). The intent of the vegetation is to protect the channel naturally with no maintenance, reducing NRD staff time and resource

needs. Although having a robust riparian vegetated channel is desirable, it would require USACE to revise modeling and analysis at several iterations. Lindemann explained that the addition of riparian vegetation adds more "roughness" to the channel, which results in decreasing the channel conveyance (flow) as it is currently designed and would require additional channel widening to keep the base flood elevations to acceptable levels to keep properties out of the floodplain. This channel widening increases with each option presented (i.e., the more riparian vegetation, the more the channel would require widening). NRD staff feels the rework and additional analysis required by the USACE to look at these options would slow the progress of the project and the additional excavation required to widen the channel would increase project costs significantly. It is also unclear how the project would be inspected by USACE in the future, as there are currently no formal standards that utilize the type of vegetation as suggested by Intuition and Logic. It was noted that the USACE has modified the project to avoid tree removal on the left bank in the UNL East Campus property and has a dedicated test plot within the channel to plant riparian vegetation. Directors also mentioned the importance of the project and that previous staff tours of the project site were very helpful in understanding the project. Zillig noted that Directors interested in visiting the project should contact staff, who would be happy to give a tour.

#### #2

#### **Flood Alert Preparations-**

Zillig addressed the group and explained that at this time of the year the NRD prepares for flood season. As part of preparations the NRD held a Flood Alert Meeting with staff to go over procedures and the roles and responsibilities of staff. Zillig gave an overview of the Salt Creek Watershed, flood alert procedures and history of flooding on Salt Creek. Also discussed were the USGS stream gauges used to monitor and serve as a Flood Warning System for the Salt Creek Levee Project. A map was used to show the Salt Creek Levee Project and the operation of drainage structure sluice gates. Zillig describes staff roles and responsibilities and the tools used to monitor during a flood event. The District also has contractors on call to provide materials and assistance if the need arises.

#### #3

Antelope Creek 40th to Scott Project Update-

Lindemann described the progress of the channel repair project and provided pictures taken that day. The Contractor has placed the first row of retaining wall blocks on both sides of the channel up to about half the project length. The contractor is also preparing the channel bed for the channel liner material. Lindemann described the size of blocks used for the retaining wall and explained the material requirements for the wall backfill.

The Subcommittee then briefly discussed the Salt Creek Resiliency Subcommittee.

Meeting adjourned at 6:26 pm.

cc: Dave Landis Steve Seglin Corey Wasserburger

# FISCAL YEAR 2023-2024 Work Plan For the Interlocal Agreement on Stormwater Management April 2023

- 1) NPDES Administration: The City of Lincoln (City) and the Lower Platte South Natural Resources District (NRD) will continue to explore enhancements to provide comprehensive, effective and consistent review, inspection, implementation and enforcement of National Pollutant Discharge Elimination System (NPDES) items, especially related to erosion and sediment control and Post Construction standards (i.e., water quality Best Management Practices). City is the lead agency.
- Cost share from the NRD is \$30,000
- Cost share from the City for current Erosion and Sediment Control staff is \$150,000
- **2) Regional Storage Facilities**: The City and NRD will explore alternatives to study significant flood reduction projects where feasible with the cooperation of landowners and developers and to cooperate where practical and feasible with other entities to design and construct storage facilities. Once a funding mechanism is developed and facilities are built the NRD may operate and maintain the facilities in cooperation with City.
- **3) Ordinance and Standards Updating**: The City and the NRD will continue to examine the need to update the floodplain and stormwater standards and propose revisions as necessary.
- **4)** Legislative Issues and Grant Writing: The City and NRD will work with other agencies, communities, citizens and legislators to coordinate on state legislative and funding issues related to floodplain and stormwater.
- **5) Floodplain and Stormwater Education**: The City and NRD will jointly work on public education and involvement programs to educate city staff, contractors, developers, engineers, and the public regarding floodplains, stormwater and the Salt Creek Levee system. The City will continue to provide floodplain information at public events, to potential home buyers and on City websites. Floodplain information will also be provided at public meetings or open houses for projects involving the floodplain for both the City and NRD. Both the City and NRD will continue to provide erosion and sediment control and Post Construction standards information to developers, builders, engineers and contractors during builder training and safety workshops. Training to city staff will continue to be provided during inspections and training workshops. Information regarding erosion and sediment control, general stormwater items, stormwater quality and Post Construction standards will continue to be available to the general public on our websites. The NRD will continue to provide information to the public regarding Salt Creek Levee risk and awareness.
- The cost share from the NRD is \$5,000
- The cost share from the City is \$15,000 (City lead)

- **6) Water Quality Monitoring**: The City will continue water quality monitoring and other stormwater monitoring as required. It is planned for the City to do both wet weather and dry weather monitoring for 2023, which is the fifth year of the October 2019 September 2023 NPDES permit cycle.
- The cost share is \$10,000 each (City lead)
- 7) Comprehensive Watershed Master Plan Implementation: The City and the NRD will contribute toward improvement projects listed in the Comprehensive Watershed Master Plan. These improvement projects are anticipated to include such projects as stream bed and bank stability measures, stormwater storage facilities, wetlands, floodplain preservation, engineering, easements and land acquisition as generally identified in and consistent with the goals in the Comprehensive Watershed Master approved by the City and NRD. The City and NRD will continue to develop a plan and schedule for design, right-of-way and implementation of projects.

Comprehensive Watershed Master Plan Implementation projects are anticipated to include some or all the projects and project areas listed below and may include additional projects to be developed jointly by the City and NRD during the Work Plan period. City funds are from stormwater bond funds.

Note: The Deadman's Run Flood Reduction Project is a U.S. Army Corps of Engineers (USACE) lead project with NRD as the principal partner and is a Master Plan project separately included in item 7.1.

- Beal Slough stream stability project 70<sup>th</sup> to Pine Lake at Gapp Park. Construction completion Fall 2023 (NRD lead), \$25,000 each
- -South Salt Creek Stream Stability Project SSC #6 in Wilderness Park at old Rock Island Railroad bridge over Salt Creek and at Jamaica North Trail bridge south of GPTN Connector bridge. Total construction cost estimated at \$850,000 (NRD lead)
- Lynn Creek stream stability project Master Plan #9 at Parkview apartments. Construction Completion Winter of 23-24 with a total cost of \$175,000 (NRD Lead).
- Other Master Plan projects as identified before or during this interlocal agreement, with the lead agency decided on a case-by-case basis, \$50,000 each

#### 7.1) Deadman's Run:

- Deadman's Run Flood Reduction Project is a USACE lead with NRD as the principal partner. This project involves an approximate \$23.64M federal project with \$10M funded by the USACE, and a local project for approximately \$10M. Projected expenditures for FY23-24 include the following with the City and NRD sharing equally:
  - \$200,000 for the local cost share on the federal project (NRD lead)
  - \$15,000 for hydrologic and hydraulic review and updates to USACE modeling for future floodplain re-mapping (NRD lead)
  - \$25,000 for outside engineering and design review (NRD lead)
  - \$88,000 for UNL additional physical modeling of railroad flume (NRD lead)
  - \$100,000 for railroad engineering review of proposed improvements (NRD coordinating with BNSF and RTSD)
  - \$900,000 for engineering design on 48<sup>th</sup> Street bridge (City lead)
  - \$390,000 for engineering design on 38<sup>th</sup> Street bridge (NRD coordinating with UNL)
  - \$1.35M for ROW appraisals and acquisitions (shared City/NRD responsibility)

- \$2.5M for construction on 48<sup>th</sup> Street bridge (City lead)
- \$2.3M for construction on 38<sup>th</sup> Street bridge (NRD coordinating with UNL)
- Total for Deadman's Run Flood Reduction project for this fiscal year is \$3.94M each.
- 8) Other Projects: The City and the NRD will contribute toward improvement projects that are not included in an approved Comprehensive Watershed Master Plan. These projects could include stream stability, water quality, water quantity and/or floodplain projects. City funds are from stormwater bond funds.
- $56^{th}$  and Morton (City lead): Design and construction of additional stream stability and bank repair measures, \$50,000 each
- Rock Island Channel Repair (NRD lead): The City will reimburse their share of the cost, \$20,000.
- Others as identified before or during this interlocal, with cost shares and lead agency decided on a case-by-case basis.
- **9) Watershed Master Planning:** The City and the NRD have finalized work on the drainage Master Plan studies for all creeks draining through Lincoln.
- Flood Mitigation Master Plan (City lead), \$25,000 each
- Upper Salt Creek Study (City lead), \$100,000 each
- **10) Salt Creek Floodplain Resiliency:** The City and the NRD will continue to coordinate and consider opportunities to make the City more resilient to the risks of flooding along Salt Creek. This includes both nonstructural and structural measures for flood control and preservation.
- The City and the NRD will create a workplan to direct the City and the NRD on future nonstructural and structural flood mitigation efforts, including community engagement.
- Conduct a cost/benefit analysis of implementing structural measures to address updated precipitation data (NOAA Atlas 14) and related updated flooding frequencies. Building Resilient Infrastructure and Communities (BRIC) from FEMA with local cost share currently estimated at \$50,000 each (City lead)
- Consider additional federal assistance via USDA/NRCS Watersheds and Flood Prevention Operations (WFPO) program, or USACE General Infrastructure (GI) program, \$50,000 each (NRD lead)
- Review updated modeling of stormwater runoff based on updated precipitation data (NOAA Atlas 14), as recommended in the City's Climate Action Plan, and update Lincoln floodplain maps based on federal standards. Year one of updating floodplain maps as a part of FEMA's Coordinating Technical Partnership (CTP) program (City lead): Cost is \$500,000, and is 100% FEMA funded.
- Evaluate other measures or practices that may improve Salt Creek Floodplain Resiliency, \$50,000 each.
- 11) Floodplain/Floodprone Easements and Projects: The City and the NRD will consider purchase of easements or fee title on floodplain/floodprone areas and other structural and nonstructural measures for flood control and preservation.
- Any projects to be identified before or during this interlocal, with cost shares and the lead agency decided on a case-by-case basis

- **12) Flood Warning System**: The NRD will cooperate with Lincoln and Lancaster County to operate and enhance the Salt Creek Flood Warning System.
- The cost share from the NRD is \$35,000 (lead agency)
- The cost share from the City is \$25,000
- 13) Watershed Best Management Practice Rehabilitation: The City and the NRD will continue to coordinate and provide services to rehabilitate public Best Management Practices and selected completed Master Plan Projects. Best Management Practices and selected completed Master Plan Projects for rehabilitation will be mutually coordinated between the City and NRD.
- Any projects to be identified before or during this interlocal, with cost shares and the lead agency decided on a case-by-case basis
- **14) Stormwater BMP Demonstration Projects**: The City and the NRD will consider opportunities for demonstration projects of stormwater best management practices on a case-by-case basis with developers, non-profits, businesses or similar entities and Rainscaping with individual owners.
- Rainscaping Lincoln Sustainable Landscapes Cost Share Program, \$15,000 each (City lead)
- Any projects to be identified before or during this interlocal, with cost shares and the lead agency decided on a case-by-case basis
- 15) Watershed Master Plan Project Inspection, Operation & Maintenance: It is planned that the City and NRD will periodically inspect, operate, and maintain all completed Watershed Master Plan Projects, Best Management Practices and conservation easements. The City will provide funds to rehabilitate selected Best Management Practices and the NRD will provide funds and services to keep selected Best Management Practices maintained over the course of the fiscal year.
- Cost share is \$25,000 each
- **16)** City of Lincoln Wetland Bank Annual Maintenance by the NRD: Additional responsibilities for maintenance activities will include mowing, noxious weed control, controlling woody vegetation, and maintaining stop logs will be included in an annual work plan (NRD Lead). Improvements to the wetland bank outlet structure (City Lead).
- Cost share from the NRD is \$6,000 (maintenance activities)
- Cost share from the City is \$40,000 (outlet structure)
- 17) Little Salt Creek Watershed WFPO Plan: The NRD is partnering with USDA/NRCS and will work jointly with the City to incorporate identified projects and components of the existing Little Salt Creek Master Plan and the Upper Little Salt Creek Saline Wetlands Plan and additional identified needs to create a Little Salt Creek Watershed Plan. This will allow for any of the projects in the plan to be eligible for federal USDA/NRCS Watershed & Flood Prevention Operations (WFPO) funding.
- Cost is \$430,000, and is 100% WFPO reimbursable (NRD lead)
- **18) Cost Summary:** The total cost to the City and NRD according to this work plan in FY 2023-2024 is estimated to be \$11,050,950.

- The cost share from the NRD for 2023-24 is estimated to be \$5,915,975 and is subject to NRD Board approval of the proposed NRD FY 2023-24 Budget (NRD Fiscal year for FY2023-24 starts July 1, 2023)
- The cost share from the City for 2023-24 is estimated to be \$5,134,975 and is subject to the City approval of the general budget for FY2023-24. The City fiscal year for FY2023-24 starts September 1, 2023

IN WITNESS WHEREOF, the District and the City have caused these presents to be executed by their duly authorized officials as of the date below indicated.

Executed by the City thisCITY OF LINCOLN, NEBRASI		2023	
City Clerk	Mayor		
STATE OF NEBRASKA	) ) ss.		
COUNTY OF LANCASTER The foregoing instrument was act by, Mayor of behalf of the municipal corporati	) cknowledged before the <b>City of Lincol</b>	me this day of n, Nebraska, a municipal co	, 2023, rporation, on
(Seal)	Notary 1	Public	
Executed by the NRD thisLOWER PLATTE SOUTH NAT	Day of TURAL RESOURCI	2023 ES DISTRICT	
Paul Zillig, General Manager STATE OF NEBRASKA	) ) ss.		
COUNTY OF LANCASTER	)	mothic dovice	
The foregoing instrument was ac 2023, by Paul Zillig, General Ma	anager of the Lower	Platte South Natural Resource	ces District.
(Seal)	Ī	Notary Public	





#### AGREEMENT

This Agreement is entered into by and between Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, (NRD) and Lincoln Youth Complex, a nonprofit 501(c)(3) organization, hereinafter referred to as (LYC) collectively referred to as the Parties.

#### WITNESSETH:

#### RECITALS

- A. The City of Lincoln, Nebraska (City) owns certain real estate, which it has leased to LYC for a youth sports complex called Sandhills Global Youth Complex with the legal description of Oak Lake Park Addition, Outlot B, Lincoln, Lancaster County, Nebraska, and located at 2100 N. 1st Street, Lincoln, Nebraska (Property). A draft overview of the project and a map identifying the facilities is attached as Exhibit "A." LYC has a long-term lease with the City to operate and maintain the facilities to be constructed on the Property.
- B. Oak Creek runs through the Property, and the NRD is responsible for the maintenance of Oak Creek and three drainage structures completed in 1982 and located on the south side of the Property, as shown on Exhibit "B."
- C. Changes to the drainage patterns on the Property have made the drainage structures obsolete. In addition, the drainage structures were damaged in the early 2000s. Replacement was considered but deferred until replacement structures were needed to handle stormwater runoff.
- D. LYC is the developer and operator of the Park and has retained Olsson ("Olsson") for design services for the Park.
- E. LYC has a construction contract with Sampson Construction Company (LYC Contractor) to construct the facilities identified in Exhibit "A," which contract may include the replacement drainage structures, which would minimize conflicts and avoid mobilizing separate contractors to timely and efficiently complete work on the Property

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

- 1. The Parties agree:
  - a) The replacement drainage structures on the Property are now needed.
  - b) For cost effectiveness and coordinated project planning the replacement work needs to be included in the LYC Contractor's scope of work for LYC's project on the Property.
  - c) The NRD will retain its responsibility for that portion of the work related to its Oak Creek maintenance obligations. .
- 2. Feasibility. LYC shall have a period of ninety (90) days from the Effective Date in which conduct any and all physical, environmental, engineering, zoning, and feasibility

studies concerning the Property and drainage structures that LYC or the LYC Contractor deems necessary. NRD will cooperate with and assist LYC in determining the related feasibility. Within five (5) days of the Effective Date, NRD shall provide to LYC at no cost, all currently existing physical and engineering studies NRD has in its possession or control regarding the drainage structures or the Property. If, in LYC's sole judgment, such surveys, studies, samples, inspections, investigations, appraisals, or other tests indicate that the project on the Property or replacement of the drainage structures is not feasible or otherwise needed, then LYC may terminate this Agreement by written notice to NRD during such ninety (90) day period. If LYC fails to terminate this Agreement by the date specified in the preceding sentence, then LYC shall be deemed to have waived this contingency.

- 3. NRD at NRD's cost and expense agrees to enter into an agreement with Olsson to design the replacement Oak Creek drainage structures once the Parties have executed this agreement.
- 4. LYC through the LYC Contractor will obtain construction bids to construct the drainage structures.
- 5. **NRD** will timely review the bids and may comment on or request appropriate information related to the bids.
- 6. **NRD** agrees to be responsible for and obtain any permits required for construction of the drainage structures.
- 7. Upon the NRD's approval of the drainage structure bid, LYC through the LYC Contractor will award a separate subcontract to construct the replacement drainage structures and the NRD will cooperate with the related LYC Contractor and subcontractor, allowing use, access or other rights as needed for completing the permitted work.
- 8. The NRD agrees to reimburse LYC certain costs of the subcontract related to its Oak Creek maintenance obligations, namely, for the drainage structures and related construction costs allocated for the length of pipes and appurtenances from the top of bank to the channel outlet. LYC will be responsible for the drainage structures and related construction costs allocated for the remainder of pipes and appurtenances up gradient.
- 9. **NRD** will continue to be responsible for the operation and maintenance of the drainage structures from the top of bank to the channel outlet.
- 10. Any notice required or permitted to be delivered hereunder shall be deemed received when personally delivered (including, without limitation, facsimile or electronic delivery) or three (3) days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the NRD or LYC, as the case may be, at the address of the respective party as set forth below.
- 11. This Agreement shall be construed under and in accordance with the laws of the State of Nebraska.
- 12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- 13. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality,

- or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 14. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter and cannot be changed except by their written consent.
- 15. Time is of the essence regarding the payment and performance of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement this	date of April
2023 by their duly authorized representatives.	

Lower Platte South Natural Resources District,

By:

Paul Zillig, General Manager
Lower Platte South NRD
P O Box 83581, 3125 Portia St.
Lincoln, NE 68501-3581
pzillig@lpsnrd.org

Lincoln Youth Complex,

By:

Brad Korell, President
5934 S. 56th St., Suite A
Lincoln, NE 68516
bkorell1923@gmail.com

# **Legacy Park Sports Complex Overview**

#### August 26, 2021

(Draft)

The eight field youth softball and baseball complex will be located in the West Haymarket near 1st street and Cornhusker Highway. The complex — using the working name Legacy Park — will be designed and managed to make Lincoln a recognized local, regional and national destination for competitive tournaments with high quality amenities in a family friendly environment. The complex will be managed to serve Lincoln's youth and families as well as attract regional teams and families to Lincoln for an extended stay that drives activity to Lincoln's hotels, restaurants and other attractions resulting in economic activity, hospitality job growth and revenue from sales and lodging taxes.

The complex will be designed to complement and leverage Lincoln's existing investment in sports, entertainment and recreational facilities, such as the Lincoln Saltdogs, University of Nebraska baseball and softball, Nebraska Wesleyan baseball and softball, the John Breslow Ice Hockey Center, Haymarket Park, the historic Haymarket and Haymarket festival space, Pinnacle Bank Arena, the Lincoln Children's Museum, the Lincoln Children's Zoo and other Lincoln attractions.

Legacy Park will build on Lincoln's softball and baseball history and traditions while introducing unique, modern features.

#### **Park Features**

Eight flexible use synthetic turf fields.

#### **Championship Fields**

#### Softball Championship Field

- Designed for competitive play 8U through college.
- > 200 ft to the corners and 225 to center field measured from home plate, with permanent fencing.
- > Foul ball area as specified for competitive softball play.
- > Covered dugouts.
- > Full lighting for night play.
- > 300 seat capacity grandstand.
- Bullpens.
- Portable pitching mound.
- Can also serve up to 10U baseball play.

#### Baseball Championship Field

- Designed for competitive play for 14U through college.
- > 330 ft to the corners and 400 to centerfield measured from home plate, with permanent fencing. (Meets NWU standards).

- Portable outfield fencing to accommodate a range of different softball and baseball age groups.
- > Foul ball area to meet NCAA standard.
- Covered dugouts.
- > Full lighting for night play.
- > 500 seat capacity grandstand.
- Builpens.
- Portable pitching mound.

#### Five fields for softball and baseball play

- > Designed for competitive play for 8U 14U softball and baseball.
- > 300 ft to right and left fields and 325 to centerfield measured from home plate, with permanent fencing.
- > Portable outfield fencing to accommodate a range of different softball and baseball age groups
- > Foul ball area set at 30 feet from baseline to fence.
- Covered dugouts.
- > Full lighting for night play.
- > Covered bleachers.
- Bullpens.
- Portable pitching mound.

#### One field for Homer's Heroes

- > Tartan surface, accessible field
- Can be used as play area outside of scheduled game times

Flex fields – outfield areas of each softball/baseball field could be used to accommodate flag football, soccer, lacrosse, other sport play during the softball/baseball offseason, if so desired. This would provide at least 15 fields of play for the complex.

#### Park Design and Amenities

Concessions/restrooms in two convenient locations

- ➤ Each providing unisex/family facilities
- Accessible
- ➤ Conditioned, two story building in the middle of the wheel with 2<sup>nd</sup> floor overlook
- > Options for pop up store
- Umpires room

Warm up batting cages throughout park.

Three equipment storage buildings.

Ticket booth serving main field access.

Playground - One playground area for little spectators.

**Parking:** Onsite hard surfaced and curbed parking for 754 stalls. Fenced with 4-5' pilaster columns on one side of the parking lot designed consistent with Haymarket Park theme. Decorative pavers/tile can be added to recognize financial contributors, funded separately. Team bus drop off.

**Overflow Parking:** Existing 30-stall parking located on west side of Oak Lake along First Street. Can accommodate buses.

Screened trash receptacle in parking lot.

Landscaping/Irrigation: Due to site conditions, planting of trees will be limited. Some trees to be included along perimeter and along Oak Creek where soil conditions are favorable. Most of landscaping will be limited to native grass plantings requiring minimal maintenance. Internal irrigation system for watering along interior pedestrian corridors.

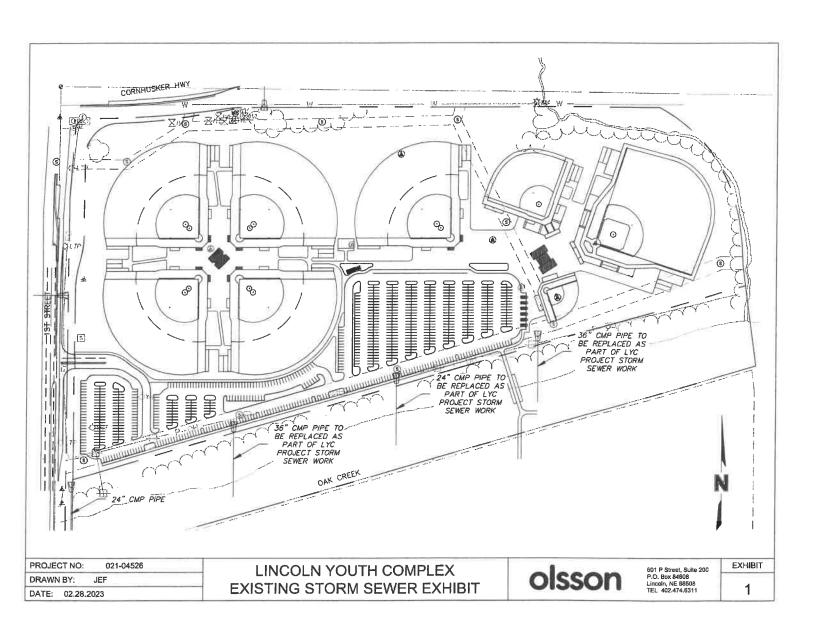
**Perimeter fencing:** New perimeter fencing included. Fencing around fields to allow gated/ticketed entry.

**Signage:** Signature signage at the corner of First Street and Cornhusker. Also park signage may be located on east side of park along I-180 if allowed by NDOT. Assume funding from sponsor.

Sidewalks: Pedestrian sidewalks.

Offsite Improvements: Cost estimate includes new turn lane, traffic signal, and pedestrian crossing.

Zoetis Shared Field: Located immediately to the west of Legacy Park is the Zoetis Field. Through a joint use agreement the Zoetis Field may be available to supplement Legacy Park tournaments and play. The Zoetis natural grass field can be used for warm up and back up play available primarily on weekends.





# LETTER AGREEMENT FOR PROFESSIONAL SERVICES

March 20, 2023

Lower Platte South Natural Resources District Attn: Paul Zillig 1325 Portia Street Lincoln, Nebraska 68521

#### Re: LETTER AGREEMENT FOR PROFESSIONAL SERVICES

Stormwater outfall pipe design & Section 404 Nationwide Permit Application (the "Project")

Legacy Park (SE of North 1st Street and Cornhusker Hwy.) in Lincoln, Lancaster County, NE

#### Dear Paul:

It is our understanding that the Lower Platte South Natural Resources District ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project, as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

#### SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Anticipated Completion Date:	
on the Anticipated Completion I Completion Date, and any milesto to adjust its schedule and any or a	rvices on the Anticipated Start Date and to complete its services Date. However, the Anticipated Start Date, the Anticipated one dates are approximate only, and Olsson reserves the right all of those dates at its sole discretion, for any reason, including, by Client or delays caused by third parties.
COMPENSATION	
personnel performing such servic all actual reimbursable expense	te performance of the Scope of Services, the actual time of es in accordance with the Labor Billing Rate Schedule(s), and s in accordance with the Reimbursable Expense Schedule in shall submit invoices on a monthly basis, and payment is due adate.
Olsson's Scope of Services will \$38,879.00.	I be provided on a time-and-expense basis not to exceed
TERMS AND CONDITIONS OF S	SERVICE
and our fees for such services an	sks, rewards and benefits of the Project, the Scope of Services, d the Agreement represents the entire understanding between the Project. The Agreement may only be modified in writing
Client's designated Project Repre	sentative shall be
space provided below. Retain one	s forth your understanding of our agreement, please sign in the original for your files and return an executed original to Olsson. ceptance for a period of 30 days days from the date set forth riting.
OLSSON, INC.	
By	By Jim Schneider, Ph.D.
Dan Lightbody, P.E.	Jim Schneider, Ph.D.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

#### LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

By				
•	Signature			
Print Name		<del></del>		
Title			Dated	

**Attachments** 

General Provisions
Scope of Services
Standard Labor Rate Schedule
Reimbursable Expense Schedule
Legacy Park Fee Schedule

#### SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated March 20, 2023, between Lower Platte Natural Resources District ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

#### PROJECT DESCRIPTION AND LOCATION

Project Description: Stormwater outfall pipe design & Section 404 Nationwide Permit Application

Project Location: Legacy Park (SE of North 1st Street and Cornhusker Hwy.)

Lincoln, Lancaster County, Nebraska

#### **SCOPE OF SERVICES**

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### Phase 100 - Project Management and Coordination - \$4,000

#### Task 100001 - Project Management

Coordination and communication with the Client, including project updates, meeting minutes, and design options

#### Task 100002 - Project Meetings

Meetings with Client will be required throughout the project. Three meetings will be required during the design phase. These meetings will discuss and review plans to completion.

#### Phase 200 - Survey - \$2,415

#### Task 200001 - Site Survey

Survey of three outfall pipes located within the left (north) bank and topographic survey approximately 100-ft wide of the Oak creek left bank between N 1st St. and 180.

#### Phase 300 - Project Design - \$23,947

#### **Task 300001 – Design**

Olsson will analyze the site design taking into account proposed drainage paths and areas where ponding will occur. The location of the three existing outfalls will be compared to the preferred location in the plan design. Efforts will be taken to minimize USACE permitting and will be part of the decision matrix Project goals contain the following:

- Site drainage that conveys the 10-yr storm event
- Site design that prevents flow over the soil banks of Oak Creek up to a 50-yr event
- Scour analysis at outfalls into Oak Creek

#### Task 300002 – Construction Drawings

Olsson will provide design plans for up to three outfalls into Oak Creek. Project deliverables will contain the following:

- Cover sheet showing project location (1 sheet)
- Quantities and general project specifications (1 sheet)
- Plan and profile of proposed pipes (1-2 sheets)
- Pipe support and scour protection details (1 sheet)

#### Task 300003 - Design Memo

Olsson will prepare a design memo that outlines the localized hydrology of the site, descriptions of the proposed conditions, how the project goals have been met, and Oak Creek analysis & no-rise.

#### Phase 400 – Section 404 Nationwide Permit Application - \$5,997

#### Task 400001 – Section 404 Nationwide Permit Application

Olsson assumes the project will be eligible for a Nationwide Permit (NWP) from the U.S. Army Corps of Engineers (USACE) because it is believed this project will include less than 0.5 acre of impacts to jurisdictional wetlands and less than 0.03 acre of impacts to jurisdictional streams. If there are impacts to Waters of the U.S. and thus a NWP is necessary for the project, Olsson will prepare a Pre-Construction Notification (PCN) letter as part of the NWP application. As part of the NWP process, Olsson will also coordinate with the U.S. Fish and Wildlife Service (USFWS), the Nebraska Game and Parks Commission (NGPC), and the Nebraska State Historical Preservation Office (NeSHPO) if requested by the USACE.

Following the submittal of the NWP application, Olsson will coordinate with USACE to verify that they have all the required information needed to process the application. Olsson will also coordinate with the Nebraska Department of Environment and Energy (NDEE) for circumstances where Water Quality Certification (Title 117, Nebraska Administrative Code) is required.

If project changes increase impacts after the PCN submittal and a modification of the NWP application is needed, or if an Individual Permit is determined to be required after impacts have been calculated, additional fees and scope will be required.

#### Phase 500 - Floodplain Permit Application - \$2,520

#### Task 500001 - Desktop Review

Floodplain permitting will begin with a desktop review of available databases to determine areas within the project study area that may have studied floodplains and the floodplain zone will be determined based upon project location.

Construction drawings will be used to determine the floodplain impacts and the required permitting processes based upon the community and/or state regulations. This review will include accessing information from current Federal Emergency Management Association (FEMA) mapping, state mapping (if available), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.

#### Task 500002 – Application

The floodplain application for the community will be obtained and completed. Figures documenting the floodplain, proposed project, impacts, and surrounding topography in relation to the project will be included.

Olsson will assume the project is eligible for a floodplain development permit without additional hydraulic modeling. If community and/or state regulations require hydraulic modeling or mitigation, additional fees and scope will be required.

Following the submittal of the FPDP application, Olsson will coordinate with the community to verify that they have all the required information needed to process the application. Olsson

assumes one (1) round of comments from the community regarding the completeness permit application.

If project changes increase impacts after the FPDP submittal and a modification of the permit application is needed, or if additional modeling or mitigation are deemed necessary after impacts have been calculated, additional fees and scope will be required.

Completion and submittal of an application does not guarantee an approved permit.

#### **Assumptions**

#### **CLIENT WILL PROVIDE:**

- 1. Oak Creek as-built plans (if available)
- 2. Arranged access to the project area if required

#### ITEMS NOT INCLUDED IN SCOPE:

- 1. NE DNR Permitting
- 2. Development of new hydraulic models
- 3. Floodplain Permitting
- 4. SWPPP design & preparation
- 5. Mitigation plans or design
- 6. Geotechnical borings or analysis
- 7. Jurisdictional Determination Request
- 8. Additional site visits with the USACE
- 9. Migratory Bird Treaty Act Nesting Surveys
- 10. Bald and Golden Eagle Next Surveys
- 11. Agency Requested Threatened and Endangered Species-Specific Survey
- 12. Agency Requested Historic or Cultural Resource Surveys
- 13. Wetland Delineation
- 14. Wetland Permitting
- 15. Wetland Mitigation

#### Total project cost - \$38,879

#### **Exclusions**

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.



#### REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle) Suburban's and Pick-Ups Automobiles (Olsson Vehicle)	\$0.655/mile* \$0.75/mile* \$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens In-House Outside	Actual Cost Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing Telephone and Fax Transmissions Miscellaneous Materials & Supplies Applicable to this Project Copies of Deeds, Easements or other Project Related Documents Fees for Applications or Permits Sub-Consultants Taxes Levied on Services and Reimbursable Expenses	Actual Cost+10% Actual Cost+10% Actual Cost+10% Actual Cost+10% Actual Cost+10% Actual Cost+10% Actual Cost

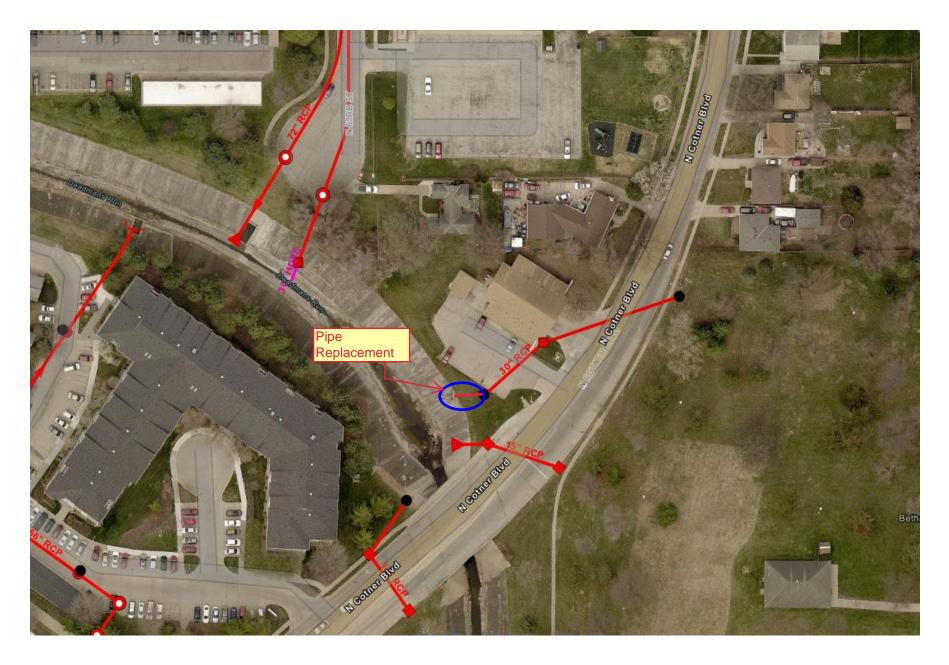
<sup>\*</sup>Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Eff. 01/2023 Page 1 of 1

	Legacy Park - Oak Creek strormwater outfalls					LAB	OR HOURS							<u>TC</u>	<u>TALS</u>	
	Stronnwater outrails															
Phase/ Task	Description of Work	Principal & QA/QC	Project Engineer	Design Associate	Assistant Engineer	Associate Engineer	Project Engineer	Senior Engineer	Project Scientist	Technician	Drill Crew and Rig	Construction Services	Total Work-Days	Total Labor Fee	Total Expense Fer	Total Fee
		\$212.00	\$175.00	\$126.00	\$149.00	\$120.00	\$160.00	\$289.00	\$149.00	\$115.00	\$435.00	\$100.00				
Phase 100	Project Management	ļ											ļ	ļ	ļ	
Task 001	General Project Management		11.75		1								1.47	\$ 2,056	s -	\$ 2,056
Task 002	Project Meetings	<b>†</b>	6.00		6.00								1.50	\$ 1,944		\$ 1,944
Phase 100 Total		0.00	17.75	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		,,,,,,	Ť	\$ 4,000
																<u> </u>
Phase 200	Survey															
Task 001	Site Survey									21.00			2.63	\$ 2,415	\$ -	\$ 2,415
Phase 200 Total		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.00	0.00	0.00				\$ 2,415
Phase 300	Project Design	J														
Task 001	Design	5.00		19.00		28.00							6.50	\$ 6,814	\$ -	\$ 6,814
Taskk 002	Construction Drawings			70.00		18.00	10.00			5.50			12.94	\$ 13,213	s -	\$ 13,213
Task 003	Design Memo					14.00	14.00						3.50	\$ 3,920	s -	\$ 3,920
Phase 300 Total		5.00	0.00	89.00	0.00	60.00	24.00	0.00	0.00	5.50	0.00	0.00				\$ 23,947
Phase 400	Section 404 Nationwide Permit															
Task 001	Section 404 Nationwide Permit Section 404 Nationwide Permit	1			1		1	1	40.25	1		1	5.03	\$ 5,997	1.	\$ 5.997
Phase 400 Total	Section 404 Nationwide Permit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.25	0.00	0.00	0.00	5.03	\$ 5,997	\$ -	\$ 5,997 \$ 5,997
													!	!	!	1,
Phase 500	City of Lincoln Floodplain development permit															
Task 001	City of Lincoln Floodplain development permit		1.00			9.00	5.75			3.00			2.34	\$ 2,520	\$ -	\$ 2,520
Phase 500 Total		0.00	1.00	0.00	0.00	9.00	5.75	0.00	0.00	3.00	0.00	0.00				\$ 2,520
		ļ														
GRAND TOTAL		5.0	18.8	89.0	6.0	69.0	29.8	0.0	40.3	29.5	0.0	0.0	35.91	\$ 38,879	ıs -	\$ 38.879

## Deadmans Run Pipe Replacement near Cotner Boulevard







#### YOUR "UNDERGROUND" PARTNER

Utilities • Trenchless Construction • Environmental Remediation • Communications • Landscaping Materials • Hourly Service

#### **PROPOSAL**

PROPOSAL SUBMITTED TO Lower Platte South Natural Resource District	PHONE 402.429.7696	DATE April 10, 2023
STREET 3125 Portia Street	EMAIL: bryce@lpsnrd.org	MOBILE PHONE
CITY, STATE AND ZIP CODE Lincoln, Nebraska	JOB NAME Deadmans Run Pipe Replace	ement
ATTN: Bryce Jensen	JOB LOCATION Cotner & Vine Street, Deadn	

Diffeoili, Neoraska	Deadmans Run Pipe Replacement
ATTN:	JOB LOCATION
Bryce Jensen	Cotner & Vine Street, Deadmans Run
We hereby submit this proposal for the following items:	
Remove & replace 42" CMP outlet pipe, approximately 17'. Sa	the slope. Replace concrete slope protection with plain concrete slope
Exclusions: Soils and concrete testing Impact Fees SWPPP Items, unless listed	Building Permits
Removal or Disposal of Contaminated/Unsuitable/Frozen Soils Installation of Gas, electric or telecommunications utilities Dewatering (beyond excavation sumping)	Locate Private Utilities
We Propose hereby to furnish material and labor-complete in accordance with Seventeen Thousand Fifty Dollars & no cents *****	**************************************
Terms and Conditions: NET 30 days	
	Signature
All material is guaranteed to be as specified. All work to be completed in a	Jerry Kabourek
work manlike manner according to standard practices. All agreements	
contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully	Note: This proposal may be withdrawn
covered by Workmen's Compensation Insurance.	Note. This proposal may be withdrawn
	by us if not accented within 30 days
This Proposal is expressly contingent on the current pricing of materials and laborated and laborated are supported by the proposal is expressly contingent on the current pricing of materials and laborated by the proposal is expressly contingent on the current pricing of materials and laborated by the proposal is expressly contingent on the current pricing of materials and laborated by the proposal is expressly contingent on the current pricing of materials and laborated by the proposal is expressly contingent on the current pricing of materials and laborated by the proposal is expressly contingent on the current pricing of materials and laborated by the proposal is expressly contingent on the current pricing of materials and laborated by the proposal is expressly contingent on the current pricing of materials and laborated by the proposal contingent of the proposal contin	by us if not accepted within 30 days.  or as provided by Subcontractors and Suppliers for this Project. As of the date of this
This Proposal is expressly contingent on the current pricing of materials and labor Proposal, certain unforeseen events have arisen that are impacting and are likely	or as provided by Subcontractors and Suppliers for this Project. As of the date of this to continue to impact the pricing of this Project. This includes markets which provide
This Proposal is expressly contingent on the current pricing of materials and labor Proposal, certain unforeseen events have arisen that are impacting and are likely essential materials which are experiencing significant, industry-wide economic p	or as provided by Subcontractors and Suppliers for this Project. As of the date of this to continue to impact the pricing of this Project. This includes markets which provide ricing fluctuation due to availability of materials and other supply chain issues. In
This Proposal is expressly contingent on the current pricing of materials and labor Proposal, certain unforeseen events have arisen that are impacting and are likely essential materials which are experiencing significant, industry-wide economic p addition, the Coronavirus and related pandemics have caused such impacts as we in the Proposal, between the submittal of the Proposal and the time in which Gen	or as provided by Subcontractors and Suppliers for this Project. As of the date of this to continue to impact the pricing of this Project. This includes markets which provide ricing fluctuation due to availability of materials and other supply chain issues. In all. As a result, if the pricing of materials or labor increases from those prices provided eral Excavating Company is able to execute subcontracts and purchase orders, the
This Proposal is expressly contingent on the current pricing of materials and labor Proposal, certain unforeseen events have arisen that are impacting and are likely essential materials which are experiencing significant, industry-wide economic p addition, the Coronavirus and related pandemics have caused such impacts as we in the Proposal, between the submittal of the Proposal and the time in which Gen Proposal will be equitably adjusted by the amount reasonably necessary to cover	or as provided by Subcontractors and Suppliers for this Project. As of the date of this to continue to impact the pricing of this Project. This includes markets which provide ricing fluctuation due to availability of materials and other supply chain issues. In all. As a result, if the pricing of materials or labor increases from those prices provided eral Excavating Company is able to execute subcontracts and purchase orders, the such price escalations. Further to the extent that shortages of materials occur due to the
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This Proposal is expressly contingent on the current pricing of materials and labor Proposal, certain unforeseen events have arisen that are impacting and are likely essential materials which are experiencing significant, industry-wide economic p addition, the Coronavirus and related pandemics have caused such impacts as we in the Proposal, between the submittal of the Proposal and the time in which Gen Proposal will be equitably adjusted by the amount reasonably necessary to cover above unforeseen events, the time for performance of the work in the Proposal w deliveries of such materials.  **Acceptance of Proposal-The above prices, specifications**	or as provided by Subcontractors and Suppliers for this Project. As of the date of this to continue to impact the pricing of this Project. This includes markets which provide ricing fluctuation due to availability of materials and other supply chain issues. In all. As a result, if the pricing of materials or labor increases from those prices provided eral Excavating Company is able to execute subcontracts and purchase orders, the such price escalations. Further to the extent that shortages of materials occur due to the
This Proposal is expressly contingent on the current pricing of materials and labor Proposal, certain unforeseen events have arisen that are impacting and are likely essential materials which are experiencing significant, industry-wide economic p addition, the Coronavirus and related pandemics have caused such impacts as we in the Proposal, between the submittal of the Proposal and the time in which Gen Proposal will be equitably adjusted by the amount reasonably necessary to cover above unforeseen events, the time for performance of the work in the Proposal will be equitably adjusted by the amount reasonably necessary to cover above unforeseen events, the time for performance of the work in the Proposal will be equitably adjusted by the amount reasonably necessary to cover above unforeseen events, the time for performance of the work in the Proposal will be equitable.	or as provided by Subcontractors and Suppliers for this Project. As of the date of this to continue to impact the pricing of this Project. This includes markets which provide ricing fluctuation due to availability of materials and other supply chain issues. In all. As a result, if the pricing of materials or labor increases from those prices provided eral Excavating Company is able to execute subcontracts and purchase orders, the such price escalations. Further to the extent that shortages of materials occur due to the

are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_\_ Signature \_\_\_\_\_\_



190 Main St Alvo, NE 68304 Cody Price - (402) 658-2084 Tyler Rosenow - (402 432-5519

#### **Estimate**

Date: February 2, 2023

Owner: LPSNRD

Project: Deadmans Run Pipe Repalcement

Quantity	ltem	Unit	Rate	Amount
1	Mobilization and demobilization	LS	\$5,250.00	\$5,250.00
1	Bonding and Insurance	LS	\$1,250.00	\$1,250.00
1	Clearing and grubbing	LS	\$500.00	\$500.00
250	Remove pavement	SF	\$4.50	\$1,125.00
20	Remove CMP storm sewer pipe	LF	\$75.00	\$1,500.00
1	Remove concrete collar	LS	\$1,500.00	\$1,500.00
20	36" HDPE storm sewer	LF	\$165.00	\$3,300.00
1	Concrete Collar	LS	\$5,500.00	\$5,500.00
250	5" Concrete pavement	SF	\$15.65	\$3,912.50
3500	Seeding	SF	\$0.50	\$1,750.00
70	Straw dike wattles	LF	\$6.00	\$420.00

**Total:** \$26,007.50

### Yost Excavating

380 S. 66th RD Nebraska City, NE 68410

# Quote

Date	Quote #
3/16/2023	Bryce

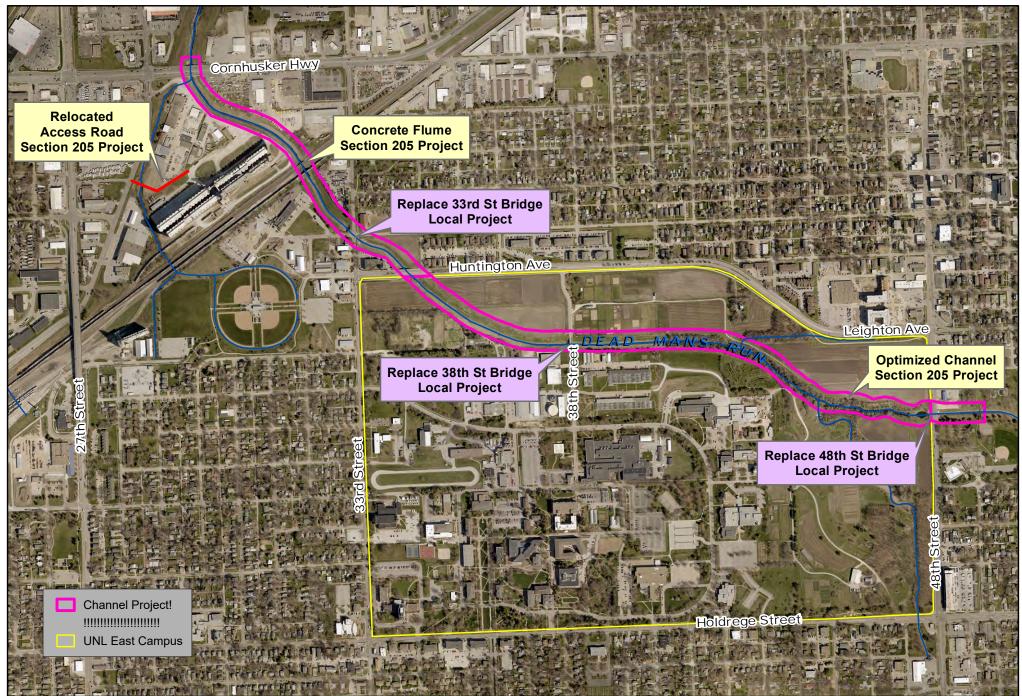
Name / Address	
Lower Platte South Natural Resourses Dist	
AL 3125 Portia St	
Box 83581	
Lincoln, NE 68501-3581	

		Rep	Project
Description	Qty		Total
Replace 17 feet of culvert at Vine and North Cotner by Fire Station  Mobization  Saw cut concrete liner, dig up old pipe break away concrete collar from rcp to cmp pipe. Install new 42" hdpe pipe dual wall 20 ft pour new collar and pour concrete around liner and backfill and seed  Any unforeseen when dug up will be extra		1 1	0.00 3,500.00 22,000.00 0.00
	Total		\$25,500.00



# Deadmans Run Flood Reduction Project

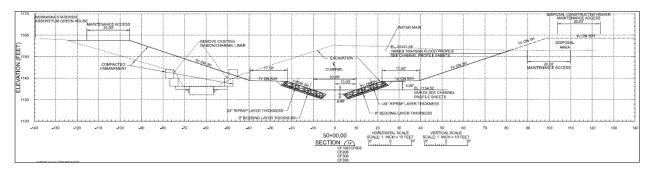




# Lower Platte South Natural Resources District Deadman's Run Section 205 Project Geomorphic and Maintenance Review

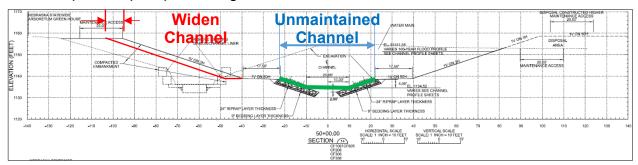
The following describes options to reduce maintenance that will increase the channel width. All of these options can be implemented without changes to bridge configurations.

#### Original DMR 205 Channel Section

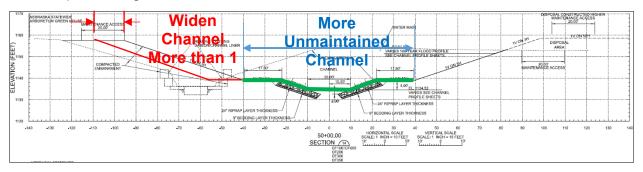


Options – These options will cause the channel to be wider to maintain flood conveyance.

1. Replace Rip Rap with Vegetated Rock.



2. Replace Rip Rap with Vegetated Rock (PLUS) Replace Maintained Shelves with woody riparian vegetation. This will mimic a bottomland hardwood forest.



3. Replace Rip Rap with Vegetated Rock (PLUS) Replace Maintained Shelves with woody riparian vegetation (PLUS) Replace Maintained Slopes with Unmaintained Vegetated Slopes. The entire channel section becomes natural.

