



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: August 11, 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 Thursday, August 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, Christine Lamberty, Don Jacobson, John Yoakum, and Ray Stevens. Other attendees David Landis, Mike Sousek, David Potter, Ariana Kennedy, Jay Seaton, Will Inselman, and landowner Marvin Potter.

The first item on the agenda was an interlocal agreement between the City of Lincoln and LPSNRD the operation and maintenance of the Salt Creek Levee Trail. The Salt Creek Levee Trail is complete from Calvert Street to approximately Superior Street/30th Street. This Agreement obligates the City with the maintenance of the trail surface, trail improvements, and mowing of that segment. LPSNRD will continue to be responsible for the maintenance of the surrounding property, including the levees. This agreement is like the one-year Interlocal Cooperation Agreement we have held with the City over the last four years; however, this agreement would be a 30-year agreement. Staff explained the complexities that currently exist with land ownership and easements would have made land transfer difficult and cumbersome. This agreement has worked in the past and staff felt there was no concern about continuing the agreement in lieu of a land transfer.

It was moved by Jacobson and seconded by Yoakum and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to approve an interlocal cooperation agreement with the City of Lincoln for the operation and maintenance of the Salt Creek Levee Trail, pending legal counsel review.

Second on the agenda was the temporary easement request for a trail crossing on the Oak Creek Trail. Based on the recommendation given to staff at the July RF&W subcommittee meeting, staff have drafted a temporary easement that would serve as the legal document allowing the landowners, Marvin and Diane Potter, the ability to build a trail crossing to utilize for agricultural purposes. The temporary easement would give him the authority to operate the crossing as long as the NRD is the owner of the trail property. The easement states that the responsibility of the construction and maintenance of the crossing would fall on the landowner. All work will be completed with approval from NRD staff. Staff addressed questions regarding trail signs and safety for trail users. The landowner was present and was agreeable with the terms of the temporary easement.

It was moved by Stevens and seconded by Hellerich and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve a temporary easement for Marvin and Diane Potter to construct, operate, and maintain a private crossing on the Oak Creek Trail near County Road 31 and County Road C in Saunders County, pending legal counsel review.

Third on the agenda were agreements to conduct habitat improvement projects on two of the NRDs Wildlife Management Areas. LPSNRD staff has made plans to restore approximately 42 acres of grasslands and 13 acres of oak woodlands on Red Cedar WMA and Wild Plum WMA this next FY in cooperation with the Nebraska Game and Parks Commission (NGPC). NGPC, using federal Pittman-Robertson funds, will provide 75% cost-share on the projects. The project will remove all invasive woody vegetation with mechanical and chemical treatment. The larger Oak Woodland area on Red Cedar WMA will be treated with herbicide and prescribed fire. The woody vegetation removal portions of the project would be completed by April 15, 2024, with herbicide follow-up treatments in 2025 and 2026. Staff fielded questions about follow up maintenance and making a good effort to maintain these areas following these projects. Staff also provided information on benefits to wildlife and the increased recreational accessibility these projects would provide in these areas.

It was moved by Jacobson and seconded by Stevens and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the agreements between the Lower Platte South NRD and the Nebraska Game and Parks Commission to conduct grassland and oak woodland restoration projects on Wild Plum WMA and Red Cedar WMA, with the Nebraska Game and Parks Commission providing 75% cost-share of total project costs.

Fourth on the agenda was a Community Forestry Program application for approval. Staff received an application from Lone Tree Homeowners Association for a request of \$6,378.06 from the NRD. Their plan is for the planting of 8 deciduous and 13 evergreen trees. Total cost of the project is \$12,756.12. HOA's are allowed to request up to 50% cost share of the total project cost from the NRD.

It was moved by Yoakum and seconded by Stevens and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the Community Forestry application from Lone Tree HOA with a total proeject cost of \$12,756.12, with the NRD share not to exceed \$6,378.06

Last on the agenda were staff updates. Reports/updates: Mopac East Connector update and a NW 91st Street bridge update were provided by staff.

Meeting adjourned at 6:44 p.m.

PC: RF&W subcommittee file

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, City maintains more than 135 miles of trails in City of Lincoln;

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 1960s and is required to be maintained to Corps standards;

WHEREAS, NRD has developed the Salt Creek Levee Trail from Calvert Street to Superior Street at approximately North 30th 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;

WHEREAS, most NRD owned property that includes the Salt Creek Levee Trail has been transferred to City. The remaining land will remain in NRD ownership, with the trail operation and maintenance transferred to the City pursuant to the terms of this Agreement.

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 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 thirty (30) years, beginning as of the date of execution of this Agreement. The Agreement may be renewed for additional ten (10) year terms. 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 as shown on Exhibit A, 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, and underpass enclosures. Any modification to the levee must be approved by the NRD (i.e., 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. For any significant improvements to the trail, related improvements, and the levee, the party accomplishing the improvements should give reasonable advance notice to the other party of the work, except in emergency situations. 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. **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.

5. **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 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.

6. **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.

7. **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.

8. **Amendments.** This Agreement may be amended by mutual consent of both parties. Any amendments to this Agreement must be in writing.

9. **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.

10. **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

3131 "O" Street, Suite 300
Lincoln, NE 68510
Phone: (402) 441-8265

11. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF LINCOLN, NEBRASKA,
A Nebraska municipal corporation,

DATED: _____

BY: _____
Leirion Gaylor Baird, Mayor

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

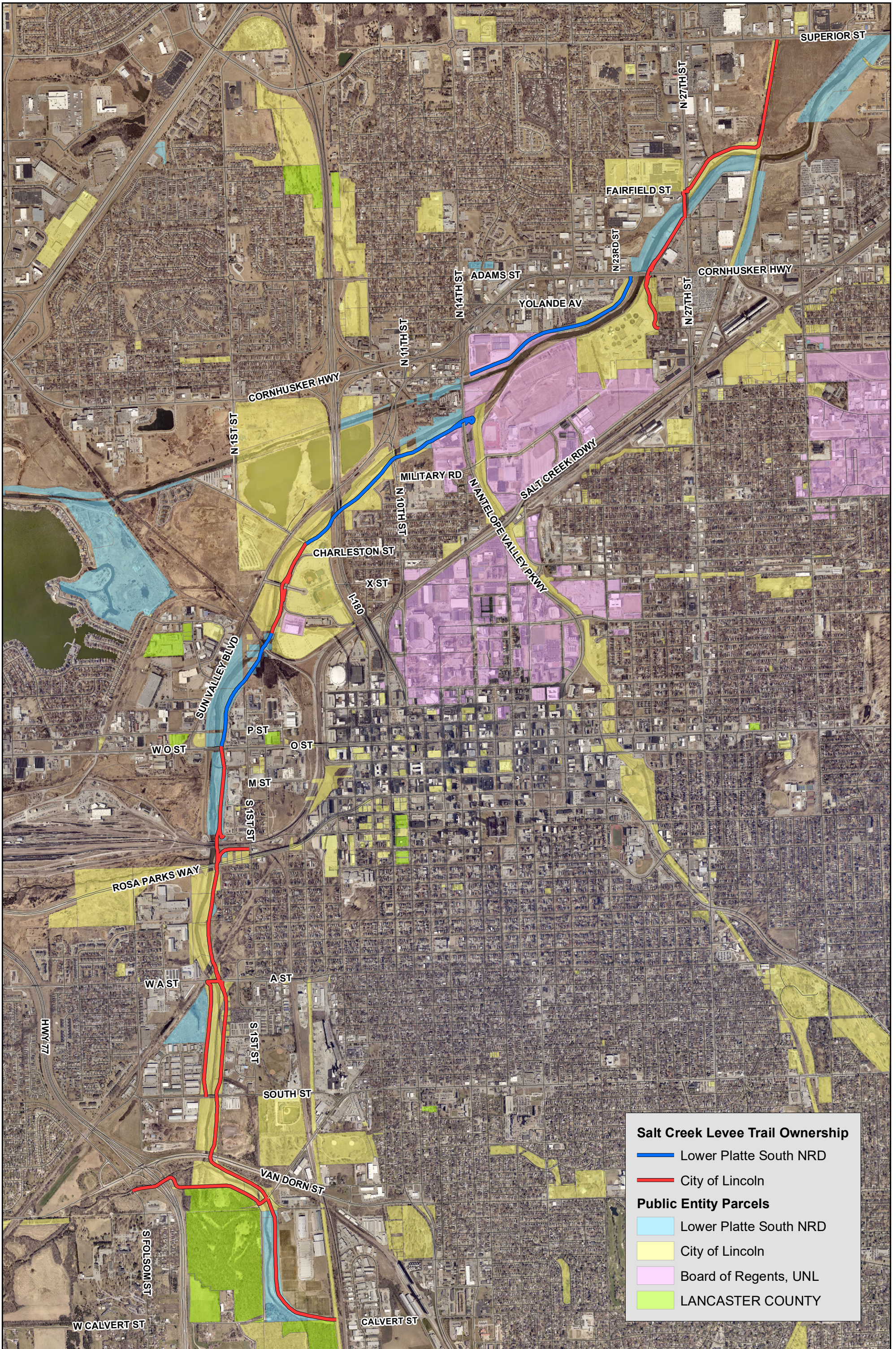
DATED: _____

BY: _____
Paul Zillig, General Manager



Salt Creek Levee Trails - Calvert St to Superior St

EXHIBIT A



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
- LANCASTER COUNTY

PRIVATE CROSSING TEMPORARY EASEMENT

This Private Crossing Temporary Easement (“Easement”) made this ____ day of _____, 2023, by and between the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, with its principal office located at 3125 Portia Street, Lincoln, Lancaster County, Nebraska, herein referred to as the “Grantor,” and Marvin Potter and Diane Potter, husband and wife, of 21313 NW 56th Street, Valparaiso, Nebraska, Lancaster County, herein referred to as the “Grantees.”

WITNESSETH:

RECITALS

- A. Grantor is the owner of the Oak Creek Trail, a railbanked Union Pacific right-of-way from Valparaiso, Nebraska to one mile south of Brainard, Nebraska, which has been developed by Grantor as a conservation corridor and recreational trail (“Trail”).
- B. Grantees desire to obtain, for field access for agricultural purposes, a private crossing temporary easement across the Trail.

In consideration of the above Recitals and the mutual covenants contained herein, the parties agree as follows:

1. Grantor hereby grants Grantees the right of ingress and egress across the Trail for agricultural purposes by a private crossing located in the West ½ of SW ¼ of Section 17, T-13-N, R-5-E, in Saunders County, Nebraska and shown on Exhibit “A” attached hereto and incorporated herein by this reference (“Private Crossing”).
2. Grantees shall construct the Private Crossing according to the plans submitted to and approved by the Grantor, and Grantees shall maintain the Private Crossing to the satisfaction of the Grantor. The Private Crossing shall be no greater than 20 feet wide. Any construction activity undertaken by Grantees shall be coordinated with Grantor, and Grantees shall not block the Trail for any reason, including but not limited to construction activity, without first obtaining Grantor’s express written approval. Any subsequent construction, repair, maintenance, or removal activity on the Private Crossing may only be undertaken after obtaining the written consent and approval of Grantor.
3. Until such time as Grantor terminates this Easement, the Private Crossing may be used by Grantees for agricultural purposes and nothing herein contained shall be construed as a grant of the right to use the crossing or any part thereof to any other party or to the public, or for any other purpose, except for Grantor’s use.
4. Grantor reserves the right to modify the Trail for any reason, including but not limited to raising or lowering the grade of the Trail at the location shown in Exhibit “A,” and

Grantor also reserves the right to make any improvements or additions to the Trail that it deems necessary. If Grantor makes changes to the Trail, Grantees shall repair or reconstruct the Private Crossing at Grantees' expense to conform with the changes to the Trail after first receiving approval from the Grantor to commence any construction activity.

5. Grantees shall pay all expenses incurred in the construction, repair, maintenance, and removal of the Private Crossing, including, but not limited to, completion of necessary grading, installation of gates in boundary fence, and installation of any drainage pipes required by the Grantor. In the event Grantor, in its sole discretion, deems that any construction, repair, maintenance, or removal work is required to be performed on the Private Crossing, Grantor shall inform the Grantees by written notice of the need for such work, and if within thirty (30) days of issuance of such notice Grantees have not commenced such work or otherwise agreed in writing to complete such work on a timeline acceptable to Grantor, then Grantor shall have the option to complete any and all such work on its own and Grantees, including their heirs, successors and assigns, shall be liable for all costs associated therewith.
6. Grantees shall indemnify the Grantor against all suits, claims, liabilities, expenses, and damages that Grantor may suffer or incur by reason of the location, construction, repair, maintenance, use, and removal of the Private Crossing. Grantee also shall indemnify the Grantor against any loss, cost, or damage that Grantor or any person may suffer or sustain by reason of the entry on the Trail through the Private Crossing and against all judgments that any person may recover from Grantor by reason of any such loss or damage. Grantees and their heirs, successors, and assigns shall carry general liability insurance, or commensurate farm liability insurance with operations coverage, covering their actions and their agents' under this Easement in the minimum amount of \$1,000,000.00 and add Grantor as a named insured on such insurance. Grantees shall furnish to Grantor a certificate of such insurance before utilizing the Private Crossing and shall also provide current proof of coverage upon request of Grantor in the future.
7. Grantees and all persons crossing the Trail by use of Private Crossing shall yield the right-of-way to all Trail users and avoid use of the crossing during scheduled trail events.
8. Grantees shall only use the Private Crossing during dry conditions to avoid trail damage.
9. Grantee shall, upon request of Grantor, provide access adjacent to the Trail on the Grantees' property for bridge and trail maintenance.

10. The Private Crossing location will be chosen by Grantor in an area that will minimize grading and disturbance to the Trail corridor. Grantor will mark trees to be removed by Grantees. Concrete boundary posts are not to be removed or disturbed during construction.
11. The Grantor, in its sole discretion, may terminate this Easement at any time, for any reason upon five (5) days written notice to Grantees. In the event this Easement is terminated, Grantees' obligations under this Easement shall continue in full force and effect, including but not limited to Grantees' obligation to remove the Private Crossing.
12. Should the Grantor no longer own the Trail or Grantees no longer own the real estate adjacent to the Private Crossing, this Easement shall automatically terminate; however, Grantees' obligations under this Easement shall continue in full force and effect, including but not limited to Grantees' obligation to remove the Private Crossing.
13. Notice to one Grantee under this Easement shall constitute notice to both Grantees.

IN WITNESS WHEREOF, the parties have executed this License the day and year first above written.

GRANTOR:

LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT, A Political Subdivision of the State of
Nebraska

By _____
Paul Zillig, General Manager

GRANTEES:

Marvin Potter, husband

Diane Potter, wife

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this ____ day of _____, 2023, before me, a Notary Public in and for said county and state, personally came Paul Zillig , General Manager of the Lower Platte South Natural Resources District, to me personally known to be the identical person whose name is affixed to the above Easement and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

My Commission Expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public in and for said county and state, personally came the Grantee, Marvin Potter and Diane Potter, husband and wife, to me personally known to be the identical person whose name is affixed to the above Easement and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

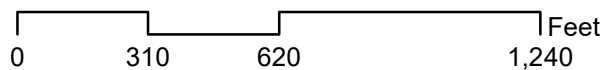
My Commission Expires: _____

Oak Creek Trail Conservation Corridor "Exhibit A" Marvin Potter---Private Crossing



- Oak Creek Trail
- ▭ Saunders County Parcels

W 1/2 of the SW 1/4 of Section 17,
Township 13 North,
Range 5 East, Saunders County



**WILDNebraska,
Wildlife Extension Agreement**

**Red Cedar Wildlife Management Area,
Grassland and Oak Woodland Enhancement**

This agreement dated **July 1, 2023**, between the **Lower Platte South Natural Resources District** (NRD) and the **Nebraska Game and Parks Commission** (NGPC) is entered into pursuant to authority contained in Sections 13-801 to 13-807 inclusive, Revised Statutes of Nebraska.

Lower Platte South NRD, 3125 Portia, Lincoln, NE 68510, hereby agrees to participate with NGPC in conducting certain wildlife management practices on lands owned and managed by the NRD in Saunders County, State of Nebraska described as follows: SE ¼, Part of NE ¼ SW 1/4 Section 20 & Part of the N ½ NE ¼ Section 29, Township 14 North, Range 5 East, as outlined in the attached map (Exhibit B). The project site is the 200-acre Red Cedar Wildlife Management Area.

The NRD in signing this agreement agrees to join as a participant in a wildlife management program and grants to NGPC, or their assignees, the authority to complete the wildlife habitat developments, or to personally carry out wildlife management activities with financial or material support, as described in the attached special provisions (Exhibit A). Any donation of supplies, equipment, or direct payment from NGPC to the NRD for carrying out the habitat developments, is also included in the attached special provisions (Exhibit A).

The term of this agreement will be for 10 years beginning August 1, 2023, and ending July 31, 2033. Payment as appropriate will be made as described/agreed to in Exhibit A.

This agreement may be modified at any time by mutual written consent. It may also be terminated in writing by either party thirty (30) days in advance. If terminated by the NRD, the NRD will reimburse the NGPC for their portion of the cost of the habitat developments placed on the land.

The NGPC does not assume jurisdiction over the premises by this agreement. The NRD will allow the public access to the area for recreational hunting and other designated purposes. NGPC, their agents, or assignees reserve the right to enter the land at reasonable times for wildlife habitat development and management purposes and to inspect completed work. NGPC assumes no liability for damage or injury other than that caused by their own negligence, on the described lands. Specific work to be completed is documented on Exhibit A.

At the end of this agreement, the NRD assumes full and complete responsibility for all wildlife habitat developments made during this agreement on the described lands. There shall be no obligation to any of the agencies of the agreement after the term of the agreement has expired.

The NRD will be responsible for securing any necessary permits. Technical advice and support will be provided by NGPC in the application for permits.

The NGPC is prohibited by law from making obligations that exceed available funds; therefore, all payments by NGPC shall be made only from appropriated funds. If such funds are not appropriated by the Legislature to do the wildlife habitat development work within the time or in the manner prescribed in the special provisions, NGPC will advise the NRD of its lack of appropriate funding as soon as practicable.

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

The primary NGPC contact will be Scott Luedtke, District Manager, Nebraska Game and Parks Commission, 2200 N 33rd, Lincoln, NE 68503; (402) 471-5561, who will coordinate work with all the parties involved in this project. The primary NRD contact will be Will Inselman, Resources Coordinator, Lower Platte South Natural Resources District, 3125 Portia Drive, Lincoln, NE 68510; (402) 476-2729.

Lower Platte South NRD

Date

Nebraska Game and Parks Commission

Date

EXHIBIT A *Special Provisions*

Agreement #: WN-SE-2023-01

The wildlife habitat developments described below are agreed to by the Lower Platte South Natural Resources District (NRD) and the Nebraska Game and Parks Commission (NGPC), in an Agreement dated August 1, 2023. The above-mentioned parties are entering into this Agreement to enhance wildlife habitat, conserve Tallgrass Prairie and Oak-Prairie Savannah remnants and provide increased recreational hunting opportunities to the public on an existing public, recreation area.

The grasslands in this area consist primarily of tallgrass prairie remnants with smooth brome (brome) invasion. In recent decades these grasslands have increasingly become invaded by eastern redcedar (cedar), brome, and other invasive woody species. The encroachment of exotic species has led to a lack of herbaceous plant diversity and structure on many of these prairies. The lack of fire management has led to increased woody invasion, reduced patch size, habitat fragmentation, short stature foliar architecture, and an overall decline in grassland quality. Some of the grasslands in this area are also hayed annually to restrict woody invasion. These issues have resulted in a reduction of available habitat for many wildlife species, such as grassland nesting birds.

The woodlands in this area are primarily bur oak with a cedar and mixed deciduous understory. A lack of fire and planted tree belts has allowed for the encroachment of invasive woody species. Further, historic logging of these oak woodlands without a corresponding removal of understory trees and burning has resulted in a change of dominant woodland species in some areas. The thick understory has led to a steep reduction of bur oak seedlings and loss of vegetative diversity in the understory, threatening the over-all oak woodland community.

Purpose of the Project:

The purpose of this project is to restore, enhance and manage these oak-prairie savannah habitats for the benefit of resident game species, migratory birds, other wildlife species and to enhance recreation opportunities. Project work will promote and encourage a diverse native plant community with varying vegetative structure suitable for a variety of wildlife species.

Project Specifications:

In this project, approximately 29 acres of grasslands and 13 acres of oak woodlands will be recovered initially through removal of invasive woody plants. The affected areas will then be treated by herbicide application to control woody re-encroachment. Various management techniques will be used after to maintain recovered habitats. Individual enhancement prescriptions and project timelines are defined later in the text.

Undesirable woody vegetation will be mechanically removed from designated areas by shearing at ground level. The stumps of elm, locust and other deciduous trees and shrubs will be sprayed within 15 minutes of cutting with an approved herbicide (i.e., Garlon 4 Ultra) to prevent re-sprouting. Cut trees will be placed in tightly stacked piles and burned as soon as practicable.

Within Oak woodlands, cedar trees will be cut and stacked within cleared grassland areas where possible. Woodland thinning of invasive understory trees will be accomplished by shearing where possible, or through use of a hack and squirt method on designated woody plants, 8” and smaller DBH. Targeted girdling of non-oak woody species, under mature bur oak will also occur.

Cleared grasslands are scheduled for two years of follow-up spot herbicide treatment of uncut, small DBH woody plants and resprouts of cut trees, using Garlon 3A, or equivalent. Two treatments per year are planned.

Enhancement Prescriptions

Unit 1 (15-acre grassland):

- Cut and pile trees and treat stumps
- Burn tree piles
- Spray resprouting trees/shrubs (2x annually)

Timeline

August 10, 2023 –
April 15, 2024
Summer 2024 –
Spring 2026
Summer 2024 & 2025

Unit 2 (14-acre oak-prairie savannah):

- Cut and pile trees and treat stumps
- Burn tree piles
- Spray resprouting trees/shrubs (2x annually)

August 10, 2023 –
April 15, 2024
Summer 2024 –
Spring 2026
Summer 2024 & 2025

Unit 3 (13-acre oak woodland):

- Prescribed burn
- Hack and squirt all non-oaks < 8” DBH
- Girdle/treat all non-oaks under oak drip line > 8” DBH

December 1, 2024 –
April 15, 2025
August 10, 2023 –
April 15, 2024
August 10, 2023 –
April 15, 2024

Future Management

A variety of management practices will be utilized to maintain the site and prevent future encroachment of woody and other invasive species. Management goals will be attained through a combination of prescribed fire and other management techniques discussed below.

Prescribed Burning: The use of prescribed fire is essential to the long-term health of grasslands and oak-prairie savannahs. Annual prescribed burning of this area is encouraged on a rotational basis, with a return interval of every 3 years for grasslands, to maintain vegetative structure and vigor and to help control tree invasion. Burning within oak woodlands is most effective when timed to follow oak leaf drop in November, but prior to green-up the following spring. The return interval for burning in oak woodlands may need to be less than the three years noted for grasslands to control woody plant seed bank. Creating manageable burn units is critical to successful implementation of prescribed fire. Prescribed fire will not be conducted without a burn plan that meets state statutes. Prescribed fire may be used to complement the restoration activities funded in part by NGPC, however, NGPC is not responsible for the implementation of prescribed fire, and the decision to use prescribed fire is the responsibility of the NRD.

Haying: The use of haying is intended to maintain the floristic diversity of this property and reduce the amount of woody regrowth to benefit a wider array of wildlife species. Haying 1/3 of the property annually and in a rotational manner will help to control woody reinvasion. Haying in conjunction with the burning rotation is recommended. It is intended that at least ½ of the recovered grassland areas should be left un-hayed to serve as cover for wildlife and to provide recreational opportunities.

Rotational haying is viewed primarily as a land management tool to help control woody encroachment into recovered grasslands and secondarily as an opportunity to return income to the project area. It is suggested that income gained from any haying leases be re-invested in the maintenance and management of the property. Proceeds can be utilized to hire contractors to complete necessary work while minimizing NRD staff time commitments.

Herbicide Use: Herbicide will likely be necessary to control invasive, deciduous woody vegetation in project areas for a minimum of two years post clearing. Follow-up herbicide treatments should be conducted near June 1 for the first pass and no later than September 15 for the second pass, as conditions allow. Afterward, additional herbicide use should be limited to annual spot-spraying for noxious weeds and undesirable woody species only. Non-project herbicide treatment costs are at the NRD's expense. Spraying of annual weeds and native wildflowers is contrary to habitat objectives and species benefits and should be intentionally minimized during the agreement period.

Other Considerations: Management activities should consider the primary nesting period of ground nesting birds of April 15 to July 15 and accommodate as appropriate.

Project Participant Responsibilities:

NRD:

- The NRD agrees to provide partial funding for this project as identified in the "Funding" section of this Agreement.
- The NRD agrees, with assistance from the NGPC, to secure any necessary approvals or permits.
- The NRD will serve as "Project Manager" to ensure satisfactory completion of work.
- The NRD agrees to pay all contractors for services rendered and will submit invoices to the NGPC for reimbursements as outlined in the "Funding" section of this Agreement.
- The NRD agrees to allow the NGPC, or their designees, access to the property to inspect the condition of the work and to monitor wildlife use during the term of the Agreement.
- The NRD agrees to manage the project area in coordination and input from the NGPC to maintain the habitat developments during the term of the Agreement and to protect the site from unauthorized activities that could be harmful to project goals.
- The NRD agrees to complete the tree removal, herbicide treatment, high diversity planting, and prescribed burning as designated in this Agreement.

NGPC:

- NGPC will provide technical assistance towards completion of the project.
- NGPC will assist as needed with any necessary permits.

- NGPC will provide partial funding for this project as detailed in the “Funding” section of this Agreement.
- NGPC personnel will monitor the project to determine the effects of the project on vegetation.

Funding:

The costs of completing this grassland and oak-prairie savannah recovery project will be shared by the NRD and NGPC. NGPC funding is available through the Federal Aid in Wildlife Restoration program, administered by the US Fish and Wildlife Service. Actual costs may vary from the estimated costs noted below. Actual tree clearing costs will be determined by a bid process. The NRD is responsible for at least 25% of project costs and NGPC is responsible for up to 75%. Total project costs shall not exceed \$25,000.00 (NRD \$6,250.00; NGPC \$18,750.00). Any costs beyond the \$25,000 maximum will be the responsibility of the NRD. The NRD agrees to complete the work described above or hire a contractor to complete the work. After each phase is completed, the project area will be inspected by NRD and NGPC staff. If all parties agree that the work has been done satisfactorily, then NGPC will reimburse the NRD upon receipt of respective invoices, according to this exhibit. The NRD is responsible for paying any contractors for work completed. The NGPC will coordinate all billings for reimbursement to the NRD. The NRD may also complete work described above and be credited for an “in-kind” contribution at the rates noted in the “Estimated Costs” of this section. The NRD shall provide properly documented statements of costs for approved project activities. Proper documentation shall be original invoices from contractors that includes their name, address, and other contact information and an itemized list of services or goods with costs and the date of service or delivery. These statements and reports shall be signed by the authorized representative of the NRD. All requests for reimbursement must be received by June 23, 2026, to receive payment.

Estimated Costs:

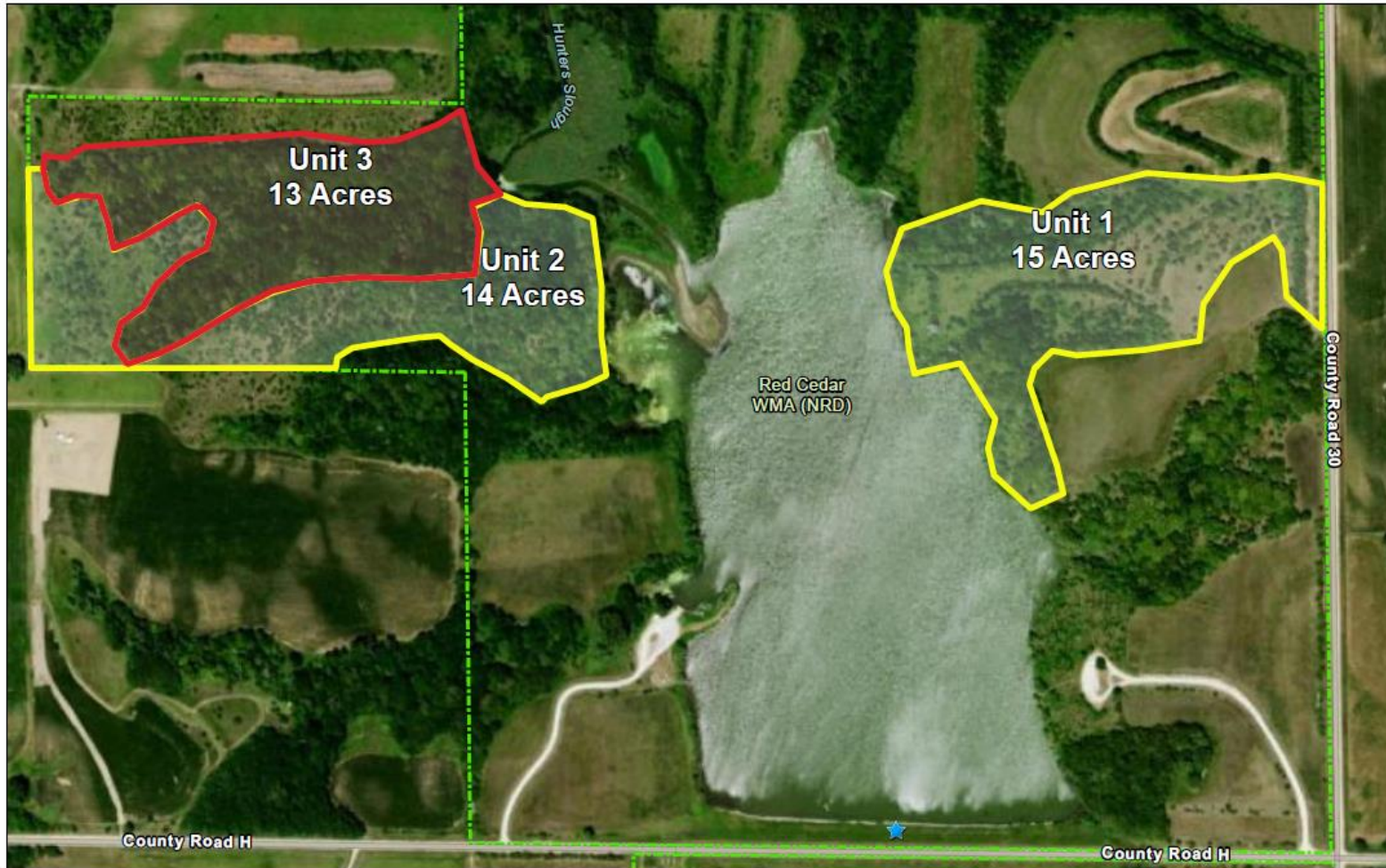
Activity	Details	NGPC*	NRD**	Total Cost
Tree removal	29 acres @ \$600/acre	\$13,050.00	\$4,350.00	\$17,400.00
Herbicide treatment on invasive woody vegetation+	42 acres @ \$40/acre; (2 treatments/year for 2 years)	\$5,040.00	\$1,680.00	\$6,720.00
Totals:		\$18,090.00	\$6,030.00	\$24,120.00

Contributions to the Project:

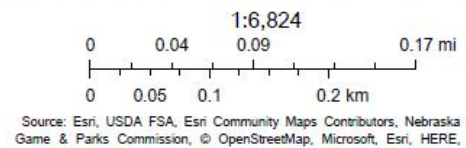
* NGPC contributions to this project are from a Federal Aid in Wildlife Restoration grant (W92HM3).

** NRD contributions to this project are from the NRD’s taxing authority and are non-federal funds or are in-kind.

Exhibit B - Red Cedar WMA Tree Project Map 2023



7/19/2023



**WILDNebraska,
Wildlife Extension Agreement**

**Wild Plum Wildlife Management Area,
Grassland Enhancement**

This agreement dated **August 1, 2023**, between the **Lower Platte South Natural Resources District** (NRD) and the **Nebraska Game and Parks Commission** (NGPC) is entered into pursuant to authority contained in Sections 13-801 to 13-807 inclusive, Revised Statutes of Nebraska.

Lower Platte South NRD, 3125 Portia St, Lincoln, NE 68521, hereby agrees to participate with NGPC in conducting certain wildlife management practices on lands owned and managed by the NRD in Lancaster County, State of Nebraska described as follows: Part of the S2 Section 32, Township 8 North, Range 5 east, as outlined in the attached maps (Exhibit B). The project site is the 35-acre Wild Plum Recreation Area.

The NRD in signing this agreement agrees to join as a participant in a wildlife management program and grants to NGPC, or their assignees, the authority to complete the wildlife habitat developments, or to personally carry out wildlife management activities with financial or material support, as described in the attached special provisions (Exhibit A). Any donation of supplies, equipment, or direct payment from NGPC to the NRD for carrying out the habitat developments, is also included in the attached special provisions (Exhibit A).

The term of this agreement will be for 10 years beginning August 1, 2023, and ending July 31, 2033. Payment as appropriate will be made as described and agreed to in Exhibit A.

This agreement may be modified at any time by mutual written consent. It may also be terminated in writing by either party thirty (30) days in advance. If terminated by the NRD, the NRD will reimburse the NGPC for their portion of the cost of the habitat developments placed on the land.

The NGPC does not assume jurisdiction over the premises by this agreement. The NRD will allow the general public access to the area for recreational hunting and other designated purposes. The NGPC, their agents, or assignees reserve the right to enter the land at reasonable times for wildlife habitat development and management purposes and to inspect completed work. NGPC assumes no liability for damage or injury other than that caused by their own negligence, on the described lands. Specific work to be completed is documented in Exhibit A.

At the end of this agreement, the NRD assumes full and complete responsibility for all wildlife habitat developments made during this agreement on the described lands. There shall be no obligation to any of the agencies of the agreement after the term of the agreement has expired.

The NRD will be responsible for securing any necessary permits. Technical advice and support will be provided by NGPC in the application for permits.

The NGPC is prohibited by law from making obligations that exceed available funds; therefore, all payments by NGPC shall be made only from appropriated funds. If such funds are not appropriated by the Legislature to do the wildlife habitat development work within the time or in the manner prescribed in the special provisions, NGPC will advise the NRD of its lack of appropriate funding as soon as practicable.

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

The primary contact for NGPC will be Scott Luedtke, District Manager, Nebraska Game and Parks Commission, 2200 N 33rd St, Lincoln, NE 68503; (402) 471-5561, who will coordinate work with all the parties involved in this project. The primary contact for the NRD will be Will Inselman, Lower Platte South NRD, 3125 Portia St, Lincoln, NE 68521; (402) 476-2729.

Lower Platte South Natural Resources District Date

Nebraska Game and Parks Commission Date

EXHIBIT A
Special Provisions

Agreement #: WN-SE-2023-02

The wildlife habitat developments described below are agreed to by the Lower Platte South Natural Resources District (NRD) and the Nebraska Game and Parks Commission (NGPC), in an Agreement dated August 1, 2023. The above-mentioned parties are entering into this Agreement to enhance wildlife habitat and provide increased recreational opportunities to the public on the 35-acre Wild Plum Recreation Area.

In recent decades the prairies in this area have increasingly been broken for farming or degraded by woody plants and other invasive species. Overgrazing and management for non-native plants have led to a lack of plant diversity and structure on many prairies and native grasslands. The rapid expansion of trees, lack of rest periods, and lack of fire have led to reduced patch size, habitat fragmentation, short stature foliar architecture, and an overall decline in the grassland quality in many of the native prairies. This change has also resulted in lower forage production and reduced habitat for many wildlife, such as grassland nesting birds.

Purpose of the Project:

The purpose of this project is to recover and manage grassland habitat for the benefit of resident game species, migratory grassland birds, and other wildlife species while enhancing recreational opportunities.

This project involves recovering and managing the native grassland community by removing invasive woody species (e.g., eastern redcedar [cedar], autumn olive, and etcetera) and creating a manageable site. Project work will promote a diverse native plant community of varying vegetative structure, beneficial to a variety of wildlife species.

Project Specifications:

In this project, approximately 13 acres of grasslands will be cleared of invasive woody plants. Additionally, there will be two herbicide treatments annually for two years of cleared area, to control resprouting woody vegetation and smaller woody plants not initially cut during the clearing process. Future management to retain the cleared areas will be at the discretion of the NRD.

Tree Clearing

All woody vegetation within the defined units will be removed with bobcats, tree shears and/or other necessary equipment to ground level. Large cottonwood trees and desirable oaks or walnuts found within the cut area must be left. The stumps of all deciduous trees 2" DBH and larger will be treated with an appropriate chemical immediately following cutting to prevent re-sprouting. The trees will be stacked in tight piles approximately the size of two pickup trucks parked side

by side. Stacked trees will be greater than 50' (or as far as possible) from unit boundaries to allow for future burning. Burning brush piles will be accomplished at the NRD's discretion and as soon as practical after clearing. Tree clearing will occur outside the migratory bird nesting window of April 15-July 15 and deciduous trees may not be cut until August 10 to allow for long-eared bat roosting. Trees in exterior fences and road ditches will be cleared separately by the NRD. Tree clearing and stacking should be completed by April 15, 2024.

Herbicide Treatment

Garlon 4 Ultra or equivalent active ingredient with dye is required to identify treated stumps, during the tree clearing process. Garlon 3 or equivalent active ingredient is required for the follow up foliar treatment.

Project Timeline

- Cut and pile trees and shrubs - treat stumps Aug. 10, 2023 – April 15, 2024
- Spray woody regrowth ~June 1, 2024
- Assess and spray woody regrowth By September 15, 2024
- Plan to spray woody regrowth 2x June & September 2025
- Burn brush piles as conditions allow June or Winter months

Future Management

A variety of management practices will be utilized to maintain the site and prevent future encroachment of woody and other invasive species. Management goals will be attained through a combination of prescribed fire and other management techniques discussed below.

Prescribed Burning: The use of prescribed fire is essential to the long-term health of grasslands. Annual prescribed burning is encouraged on a rotational basis, with a return interval of every 3 years, to maintain vegetative structure and vigor and to help control tree invasion. Creating manageable burn units is critical to successful implementation of prescribed fire. Prescribed fire will not be conducted without a burn plan that meets state statutes. Prescribed fire may be used to complement the restoration activities funded in part by NGPC, however, NGPC is not responsible for the implementation of prescribed fire, and the decision to use prescribed fire is the responsibility of the NRD.

Haying: The use of haying is intended to maintain the floristic diversity of this property and reduce the amount of woody regrowth to benefit a wider array of wildlife species. Haying 1/3 of the property annually and in a rotational manner will help to control woody reinvasion. Haying in conjunction with the burning rotation is recommended. It is intended that at least ½ of the recovered grassland areas should be left un-hayed to serve as cover for wildlife and to provide recreational opportunities.

Herbicide Use: Herbicide will likely be necessary to control invasive, deciduous woody vegetation in project areas for a minimum of two years post clearing. Follow-up herbicide treatments should be conducted near June 1 for the first pass and no later than September 15 for

the second pass, as conditions allow. Afterward, additional herbicide use should be limited to annual spot-spraying for noxious weeds and undesirable woody species only. Costs are at the NRD's expense. Spraying of annual weeds and native wildflowers is contrary to habitat objectives and species benefits and should be intentionally minimized during the agreement period.

Other Considerations: Management activities should consider the primary nesting period of ground nesting birds of April 15 to July 15 and accommodate as appropriate.

Project Participant Responsibilities:

NRD:

- The NRD agrees to provide partial funding for this project as identified in the "Funding" section of this Agreement.
- The NRD agrees, with assistance from the NGPC, to secure any necessary approvals or permits.
- The NRD will serve as "Project Manager" to ensure satisfactory completion of work.
- The NRD agrees to pay all contractors for services rendered and will submit invoices to the NGPC for reimbursements as outlined in the "Funding" section of this Agreement.
- The NRD agrees to allow the NGPC, or their designees, access to the property to inspect the condition of the work and to monitor wildlife use during the term of the Agreement.
- The NRD agrees to manage the project area in coordination and with input from the NGPC to maintain the habitat developments during the term of the Agreement and to protect the site from unauthorized activities that could be harmful to project goals.
- The NRD agrees to complete the tree removal and herbicide treatment as designated in this Agreement.

NGPC:

- NGPC will provide technical assistance towards completion of the project.
- NGPC will assist as needed with any necessary permits.
- NGPC will provide partial funding for this project as detailed in the "Funding" section of this Agreement.
- NGPC personnel will monitor the project to determine the effects of the project on vegetation.

Funding:

The costs of completing this grassland recovery project will be shared by the NRD and NGPC. NGPC funding is available through the Federal Aid in Wildlife Restoration program, administered by the US Fish and Wildlife Service. Actual costs may vary from the estimated costs noted below. Actual tree clearing costs will be determined by a bid process. The NRD is responsible for at least 25% of project costs and NGPC is responsible for up to 75%. Total project costs shall not exceed \$10,000.00 (NRD \$2,500.00; NGPC \$7,500.00). Any costs beyond the \$10,000 maximum will be the responsibility of the NRD. The NRD agrees to

complete the work described above or hire a contractor to complete the work. After each phase is completed, the project area will be inspected by NRD and NGPC staff. If all parties agree that the work has been done satisfactorily, then NGPC will reimburse the NRD upon receipt of respective invoices, according to this exhibit. The NRD is responsible for paying any contractors for work completed. The NGPC will coordinate all billings for reimbursement to the NRD. The NRD may also complete work described above and be credited for an “in-kind” contribution at the rates noted in the “Estimated Costs” of this section. The NRD shall provide properly documented statements of costs for approved project activities. Proper documentation shall be original invoices from contractors that includes their name, address, and other contact information and an itemized list of services or goods with costs and the date of service or delivery. These statements and reports shall be signed by the authorized representative of the NRD. All requests for reimbursement must be received by June 23, 2026, to receive payment.

Estimated Costs:

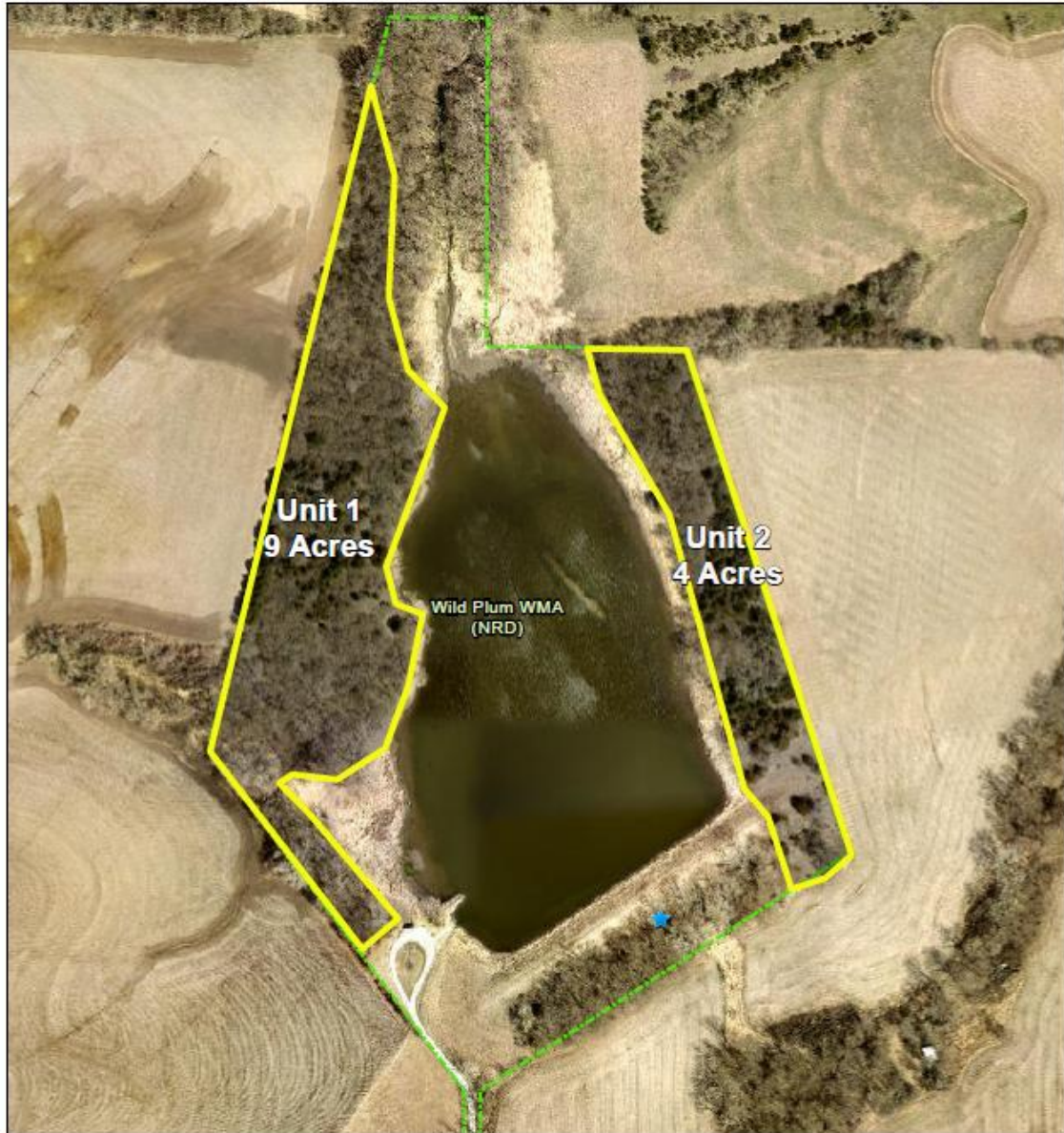
Activity	Details	NGPC*	NRD**	Total Cost
Tree removal	13 acres @ \$600/acre	\$5,850.00	\$1,950.00	\$7,800.00
Herbicide treatment on invasive woody vegetation+	13 acres @ \$40/acre (2x per year x 2 years)	\$1,560.00	\$520.00	\$2,080.00
Totals:		\$7,410.00	\$2,470.00	\$9,880.00

Contributions to the Project:

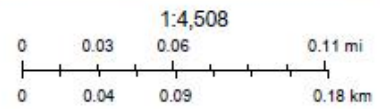
* *NGPC contributions to this project are from a Federal Aid in Wildlife Restoration grant (W92HM3).*

** *NRD contributions to this project are from the NRD’s taxing authority and are non-federal funds or are in-kind.*

Exhibit B - Wild Plum WMA Tree Clearing 2023



7/18/2023



Earl Community Maps Contributors, City of Lincoln/Lancaster County, Nebraska Game & Parks Commission, © OpenStreetMap, Microsoft, Earl, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METUNASA, USGS, EPA, NPS, US Census Bureau, USDA, Lancaster County, NE GIS, Maxar

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:** Lone Tree Homeowners Association
- * **Name of Coordinator:** Deb Evnen
- * **Address:** 6415 Lone Tree Dr.
- * **Town and Zip Code:** Lincoln, NE 68512
- * **Phone Number:** 402-770-2972

* **Tree information**

# of Trees	Size	Species	Cost
8	1.5"	Deciduous	\$4,698.39
13	4-5'	Evergreens	\$5,957.73
Deciduous to be a mixture of flowering crabapples			
Evergreens to be a mixture of species			

* **TOTAL NUMBER OF TREES:** 21 ***TOTAL COST OF TREES:** \$10,656.12

The purpose of this project is to maintain Lincoln's tree canopy and aesthetics by replacing older flowering trees that have died and replacing pines that have died due to Scotch Pine Wilt and Austrian Tip Blight. Care will be taken in location of trees, spacing and maintenance to ensure the health of the trees. Another benefit to the association will be better traffic sight lines.

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

* PLANTING TOTAL \$2,100.00

* TOTAL COST OF PROJECT \$12,756.12

* AMOUNT REQUESTED FROM NRD 50% max \$6,378.06

* APPLICANT SHARE TOTAL \$6,378.06

* Source of Applicants share:

\$ _____ donations (source) _____

\$ _____ adjacent homeowners

\$ _____ in-kind labor

\$ _____ grant (source) _____

\$ _____ community budget

\$ neighborhood association funds

\$ _____ other sources

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

_____ village or town

neighborhood association

_____ adjacent landowners

_____ landowner

_____ other (explain) _____

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

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

Planting to include watering, fertilizing, staking & mulching.

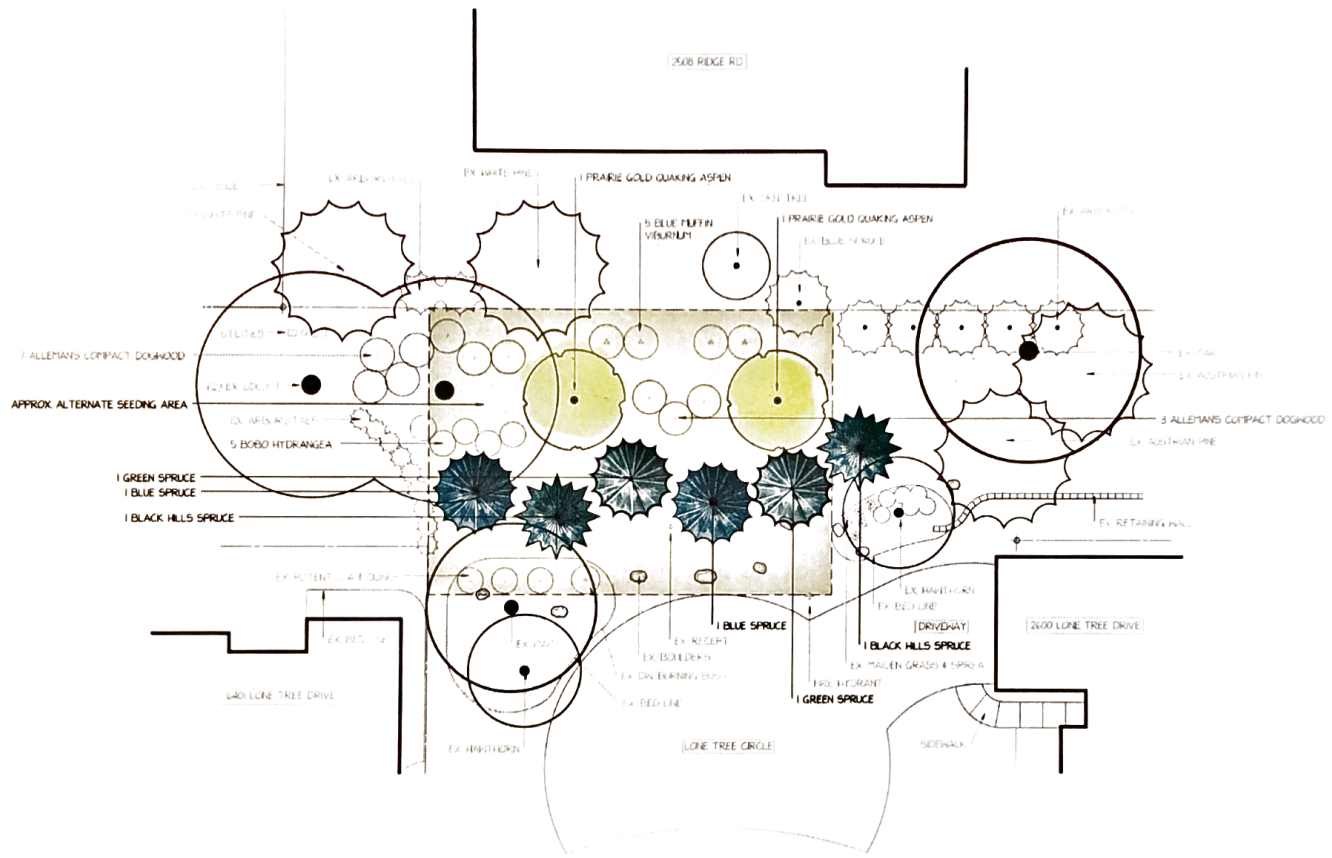
- * **Attach to the application a brief description of the purpose of the project and how it provides a public good to the Lower Platte South Natural Resources District.**
- * **Trees should be located on a map indicating the approximate proposed planting site, please attach map.**
- * **Street addresses 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



NOTE:
EXISTING AUSTRIAN PINES TO
BE REMOVED BY OTHERS.

LANDSCAPE PLAN

Lone Tree Culdesac

LOCATION Lone Tree Circle

CITY Lincoln STATE NE ZIP

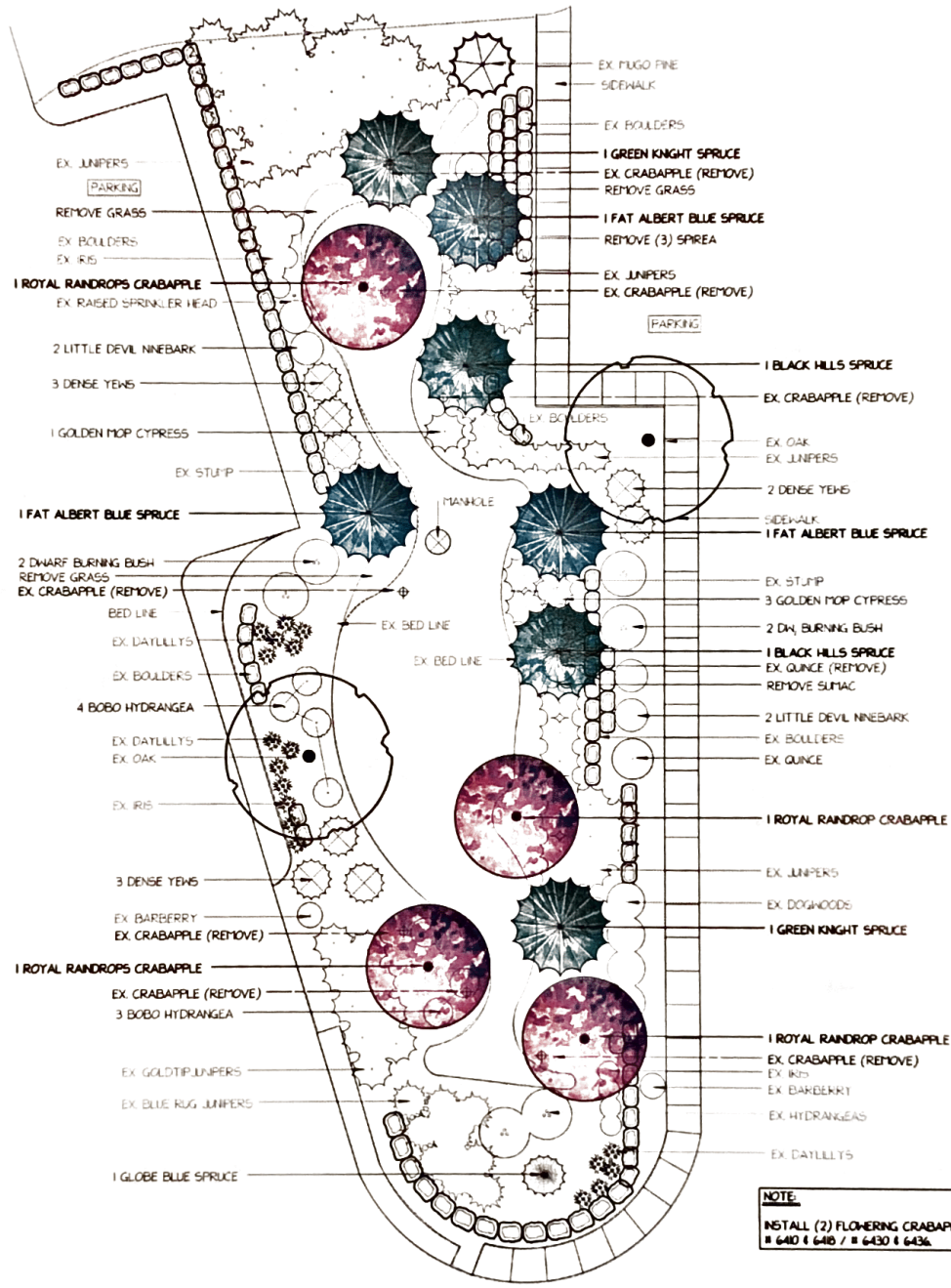
DESIGNED BY:

DATE:

SCALE:

SHEET:

NORTH



ISLAND LANDSCAPE

NOTE
 INSTALL (2) FLOWERING CRABAPPLES BETWEEN UNITS
 # 640 & 641 / # 6430 & 6436

INSTALLATION NOTES
 1. TREES TO BE STAKED & MULCHED.
 2. (6) CRABAPPLE REMOVALS (BY OTHERS).

Lincoln, NE
 402-489-6543
 colorgardens.com

LANDSCAPE PLAN

1 ONE TREE ISLAND
 LOCATION LONE TREE TOWNHOMES
 CITY LINCOLN STATE NE ZIP



NORTH

DESIGNED BY: JMW
 DATE: 12 - 2022
 SCALE: 1" = 10' - 0"
 SHEET: 1 of 4
 REVISED 2 - 2022



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

March 2, 2023
 Estimate# E898.1

Deb Evnen
 6415 Lone Tree Dr.
 Lincoln, NE

Lone Tree Association: Revised

Island Trees:

4 ROYAL RAINDROPS CRABAPPLE - 1.5"	\$2,758.52
3 FAT ALBERT COLORADO SPRUCE - 4-5'	\$1,607.37
2 GREEN KNIGHT SPRUCE - 4-5'	\$951.58
2 BLACK HILLS SPRUCE - 4-5'	\$891.58
Phase Prep: Mobilization; Loading/Unloading; Job site cleanup	\$467.56

Island Trees Total: \$6,676.61

Commons Trees:

2 SNOWDRIFT CRABAPPLE - 1.5"	\$1,379.26
Phase Prep: Mobilization; Loading/Unloading; Job site cleanup	\$102.90

Commons Trees Total: \$1,482.16

Culdesac Trees:

2 COLORADO GREEN SPRUCE - 4-5'	\$1,101.58
2 BLACK HILLS SPRUCE - 4-5'	\$891.58
2 COLORADO BLUE SPRUCE - 4-5'	\$1,291.58
2 QUAKING ASPEN - 1.5"	\$1,012.67
Phase Prep: Mobilization; Loading/Unloading; Job site cleanup	\$299.94

Culdesac Trees Total: \$4,597.35

Subtotal: \$12,756.12

7.25 (7.25%): \$924.82

Grand Total: \$13,680.94

Client Signature: _____ Date: _____

This proposal is valid until March 19, 2023.

Payment Schedule

Deposit	50.00%	\$6,840.47
Invoice	50.00%	\$6,840.47

*Substitutions may be needed 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 utilities. Digger's Hotline/811 must be notified prior to installation. NNCG is responsible for contact to Digger's Hotline/811 prior to installation.

*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

Lone Tree HOA
6401 Lone Tree Dr
Lincoln, NE 68516

ESTIMATE # 8401

DATE 04/20/2023

SALES REP

JK

ACTIVITY	QTY	RATE	AMOUNT
Nursery Stock:Spruce, Fat Albert, 5' Spruce, Fat Albert, 5'	3	300.00	900.00T
Nursery Stock Green Knight 5'	2	300.00	600.00T
Nursery Stock Riverside Serbian Spruce 5'	2	300.00	600.00T
Nursery Stock:Spruce, Black Hills, 5' Spruce, Black Hills, 5'	2	275.00	550.00T
Nursery Stock:Spruce, Colorado Blue/Green, 5' Spruce, Colorado Blue/Green, 5'	4	275.00	1,100.00T
Nursery Stock:Aspen, Prairie Gold, 25 gal. Aspen, Prairie Gold, 25 gal. 2"	2	325.00	650.00T
Nursery Stock:Crabapple, Royal Raindrops, 1.5" Crabapple, Royal Raindrops, 1.5"	4	250.00	1,000.00T
Nursery Stock:Crabapple, Snow Drift, 2" Crabapple, Snow Drift, 2"	2	300.00	600.00T
Labor Labor to install above items	1	2,625.00	2,625.00T
Water Trailer Water Trailer Usage 5 waterings (per watering)	5	375.00	1,875.00
Trip charge Mobilization fee	1	250.00	250.00T

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 10,750.00
TAX (7.25%) 643.44
TOTAL **\$11,393.44**

Accepted By

Accepted Date

Jay Seaton

From: Debra Evnen <devnen@yahoo.com>
Sent: Friday, August 11, 2023 7:50 AM
To: Jay Seaton
Subject: NRD grant request from Lone Tree Homeowners Association

Caution: This email originated from OUTSIDE the organization. Do not open suspicious links or attachments. Contact IT for assistance.

Dear NRD Board Members,

Thank you for considering our grant request. We are asking the board to accept 2 bids instead of 3 currently. We have used both Nebraska Nursery and Eagle Nursery for recent projects and they prepared bids for this grant application. We have developed a good working relationship with Nebraska Nursery and plan to use them for this project. We approached a 3rd Nursery prior to submission and received no response. When faced with the reality that Nurseries and businesses in general are extremely short staffed this year, we felt it would not be right to ask an additional nursery to take the time to prepare a bid when our decision has already been made to use Nebraska Nursery.

Sincerely,
Debra Evnen
Lone Tree Homeowners Association Board Member

Sent from my iPad