



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 23, 2021
To: Urban Subcommittee
From: Jared Nelson, District Engineer
Subject: Urban Subcommittee Meeting Minutes – August 2021

The Urban Subcommittee met virtually at 5:30pm, on Thursday, August 19, 2021. Subcommittee members participating included Tom Green, Gary Aldridge, Christine Lamberty, Luke Peterson, Larry Ruth, Susan Seacrest, and Ray Stevens. Others participating included Board Chair Deb Eagan; NRD staff Paul Zillig, Al Langdale, Tracy Zayac and Jared Nelson; and Lindy Rogers with FYRA Engineering. Director Green called the meeting to order at 5:33pm, and reviewed those in attendance before moving on to the agenda items. There were four items the Subcommittee took action on, as well as project updates and reports given, as described below. See attachments which pertain to these items and correlating red letter in upper right.

(a.) Consideration of an Engineering Services Agreement Modification for the Antelope Creek 40th – Scott Ave Repair Project – *This item was not discussed*, as the District did not receive anything for this item before the Subcommittee meeting; will be discussed next month.

(b.) Consideration of Professional Services Agreement for the Salt Creek Slide Gate Repair Project – near 1st & South Street (STA 106+65R) - First, Al Langdale described the Professional Services Agreement from FYRA Engineering, for the Salt Creek Slide Gate Repair Project – near 1st & South Street (STA 106+65R). He discussed that at one location, just north of South St on the right bank of Salt Creek, the condition of the outfall structure with three slide gates is deteriorating and staff has asked FYRA Engineering for a scope of work to inspect and design repairs to the structure. He said the contract also includes bidding and construction management services, and this work is required by USACE every five years. The Subcommittee reviewed the proposal and discussed, with Staff and Lindy Rogers responding to questions.

It was moved by Ruth, seconded by Lamberty, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement between FYRA Engineering and LPSNRD, in an amount not to exceed \$30,976, for engineering services for the Salt Creek Slide Gate Repair Project – near South Street.

(c.) Consideration of a Rain-Ready Landscapes Program Request – Tim Eklund Rain Gardens - Next, Tracy Zayac discussed the consideration of a Rain-Ready Landscapes Program Request - Eklund Rain Gardens, and referred to her attached Memorandum, dated August 12th. Zayac described that the request is for assistance on two rain gardens at the Tim Eklund property just west of Davey. The Subcommittee reviewed and discussed this item and staff responded to questions.

It was moved by Peterson, seconded by Ruth, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Rain-Ready Landscapes Program cost-share request from Tim Eklund, for the Eklund Rain Gardens Project, at a cost-share amount of 50% of the total cost, not to exceed \$2,000 NRD funds.

(d.) Review of FY2021 Measurable Goals and acceptance of FY2022 Measurable Goals for inclusion in the FY2022 Long Range Implementation Plan – Then, Jared Nelson reviewed the FY2021 12-month review of Measurable Goals, and described the proposed FY2022 Measurable Goals for inclusion in the FY2022 Long Range Implementation Plan. The Subcommittee reviewed and discussed the FY2022 Measurable Goals with staff responding to questions.

It was moved by Stevens, seconded by Ruth, and approved by the Subcommittee (with Green, Lamberty, Peterson, Ruth, Seacrest, and Stevens voting yes, and Aldridge not voting) to accept the FY2022 Measurable Goals for the Urban Subcommittee and submit the Goals to the Finance & Planning Subcommittee for inclusion in the FY2022 Long Range Implementation Plan.

(e.) Reports – Finally, reports were given by staff to the Subcommittee, on the following projects:

1. Heun Rain Garden
2. Deadmans Run Flood Reduction Project
3. Salt Creek Levee Pipe Penetration (27th, near Super Saver)
4. Salt Creek and 70th St Pipe Replacement

There being no further business the meeting adjourned at approximately 6:45 pm.

JN/jn



South Street

S. 1st St.

103+65R

Salt Creek

Salt Creek Levee Slide Gate Repairs - near South St (STA 103+65R)





PROFESSIONAL SERVICES AGREEMENT

PROJECT: Sta 103+65 R – Salt Creek Slide Gate Repairs **FYRA Engineering, LLC JOB #:** 002-21-03

CLIENT: Lower Platte South NRD

ADDRESS: 3125 Portia Street, Lincoln, NE 68521

CONTACT: Mr. Al Langdale **TEL:** 402.476.2729 **FAX:** 402.476.6454

CONSULTANT: FYRA Engineering, LLC

ADDRESS: 12702 Westport Pkwy, Suite 300, Omaha, NE 68138

CONTACT: Lindy Rogers, P.E. **TEL:** 402.502.7131 **FAX:** 402.932.6940

PROJECT DESCRIPTION: Inspection, final design, bidding, and construction observation required for the replacement of three (3) slide gates and culvert penetration at Sta103+65 on the right bank of the Salt Creek Levee System. This also includes joint rehabilitations that are required in some of the culvert's joints.

SCOPE OF SERVICES (See Attachment) **SCHEDULE (See Attachment)**

COMPENSATION:

The total compensation under this Agreement shall not exceed the dollar amount indicated herein or the amount authorized by Amendment(s) and/or Notice(s) to Proceed (NTP), whichever is the lesser.

LUMP SUM. Compensation for these services shall be a Lump Sum of \$ _____.

TIME AND MATERIALS. Compensation for these services will not exceed \$30,976.00 without written authorization and will be based on the following option (per the attached Budget or List of Hourly Rates), and Reimbursable Expenses based on actual costs incurred and approved by FYRA Engineering, LLC and as authorized in writing by Client.

Subconsultant's Direct Job Wages times a factor of _____ Budget/List of Subconsultant's Hourly Rates.

COST PLUS FIXED FEE. Compensation for these services shall be Subconsultant Cost plus a fixed professional fee, including Reimbursable Expenses. The estimated compensation for services is \$ _____ plus a fixed fee of \$ _____ for a total of \$ _____.

COMPENSATION DETAIL (See Following Pages)

SCHEDULE OF PAYMENTS (See Following Pages)

SERVICES AUTHORIZED BY: **Execution of Agreement** or **Amendment(s) and/or NTP**

EXECUTION: Execution of this document by duly authorized representatives of FYRA Engineering, LLC and CLIENT, including FYRA Engineering LLC's Standard Conditions (reverse side) and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties.

CONSULTANT:	<u>FYRA Engineering, LLC</u>	CLIENT:	<u>Lower Platte South NRD</u>
BY:	<u>Melinda C. Rogers</u>	BY:	<u>Paul Zillig</u>
SIGNATURE:		SIGNATURE:	_____
TITLE:	<u>Owner/Senior Engineer</u>	TITLE:	<u>General Manager</u>
DATE:	<u>2 August 2021</u>	DATE:	_____



FYRA ENGINEERING, LLC STANDARD CONDITIONS

SERVICES. FYRA Engineering will perform services for the Project as set forth in attachment and in accordance with these Terms & Conditions. FYRA Engineering has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by FYRA Engineering in performing their services.

AUTHORIZED REPRESENTATIVES. The officer assigned to the Project by FYRA Engineering is the only authorized representative to make decisions or commitments on behalf of FYRA Engineering. The Client shall designate a representative with similar authority.

PROJECT REQUIREMENTS. The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to FYRA Engineering at Project inception. FYRA Engineering will review the Client design standards and may recommend alternate standards considering the standard of care provision.

SITE ACCESS. The Client shall obtain all necessary approvals for FYRA Engineering to access the Project site(s).

PERIOD OF SERVICE. FYRA Engineering shall perform the services for the Project in a timely manner consistent with sound professional practice. FYRA Engineering will strive to perform its services according to the Project schedule set forth in attachment. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. FYRA Engineering shall be entitled to an extension of time and compensation adjustment for any delay beyond FYRA Engineering control.

COMPENSATION. In consideration of the services performed by FYRA Engineering, the Client shall pay FYRA Engineering in the manner set forth in attachment. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of FYRA Engineering.

PAYMENT TERMS. FYRA Engineering shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date. FYRA Engineering shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to FYRA Engineering is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give FYRA Engineering the right to stop work until payments are current. Non-payment beyond seventy (70) days shall be just cause for termination by FYRA Engineering.

ADDITIONAL SERVICES. The Client and FYRA Engineering acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, FYRA Engineering shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

INDEPENDENT CONSULTANT. FYRA Engineering shall serve as an independent consultant for services provided under this agreement. FYRA Engineering shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by FYRA Engineering.

STANDARD OF CARE. Services provided by FYRA Engineering will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. FYRA Engineering will not be liable for the cost of any omission that adds value to the Project.

COMPLIANCE WITH LAWS. FYRA Engineering shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, FYRA Engineering shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.



PERMITS AND APPROVALS. FYRA Engineering will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

OWNERSHIP OF DOCUMENTS. Documents prepared by FYRA Engineering for the Project are instruments of service and shall remain the property of FYRA Engineering. Record documents of service shall be based on the printed copy. FYRA Engineering will furnish documents electronically; however, the Client releases FYRA Engineering from any liability that may result from documents used in this form. FYRA Engineering shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

INSURANCE. FYRA Engineering will maintain insurance and coverage limits during the period of service as specified on the Certificate of Liability attached hereto and incorporated herein by this reference.

WAIVER OF SUBROGATION. FYRA Engineering, LLC affirmatively agrees to obtain waiver of subrogation against the client and name the client as an additional insured on the Commercial General Liability and Automobile policies.

INDEMNIFICATION AND HOLD HARMLESS. FYRA Engineering, LLC shall indemnify and hold harmless the Client and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by FYRA Engineering, LLC its employees, or Subconsultants and/or subcontractors. Client shall indemnify and hold harmless FYRA Engineering, LLC and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by the Client, its employees, or subconsultants and/or subcontractors. However, if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of FYRA Engineering, LLC, and the Client this indemnification applies only to the extent of the negligence of FYRA Engineering, LLC.

LIMITATION OF LIABILITY. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, Subconsultant and all other negligent entities and individuals.

LEGAL EXPENSE. In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses that are allowable under Nebraska state law, within thirty (30) days of the court action.

CONSEQUENTIAL DAMAGES. Neither the Client nor FYRA Engineering shall be liable to the other for any consequential damages regardless of the nature or fault.

ENVIRONMENTAL MATTERS. The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, FYRA Engineering shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify FYRA Engineering from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of FYRA Engineering.

COST OPINIONS. If included in the scope of service, FYRA Engineering shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and FYRA Engineering acknowledge that actual costs may vary from the cost opinions prepared and that FYRA Engineering offers no guarantee related to the Project cost.

INDEPENDENT COUNSEL. The Client agrees to obtain independent legal and financial counsel for the Project considering FYRA Engineering does not furnish these services.



CONTRACTOR SELECTION. FYRA Engineering may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

SHOP DRAWING REVIEW. If included in the scope of service, FYRA Engineering shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. FYRA Engineering shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

CONSTRUCTION REVIEW. If included in the scope of service, FYRA Engineering shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make FYRA Engineering responsible for the work performed by another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party.

REJECTION OF WORK. FYRA Engineering may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

SAFETY. FYRA Engineering shall be responsible solely for the safety precautions or programs of its employees and no other party.

INFORMATION FROM OTHER PARTIES. The Client and FYRA Engineering acknowledge that FYRA Engineering will rely on information furnished by other parties in performing its services under the Project. FYRA Engineering shall not be liable for any damages that may be incurred by the Client in the use of third party information.

CONSTRUCTION RECORD DRAWINGS. If included in the scope of service, FYRA Engineering will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, FYRA Engineering cannot and does not warrant their accuracy.

FORCE MAJEURE. Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

DISPUTE RESOLUTION. The Client and FYRA Engineering agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. FYRA Engineering shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

SUSPENSION OF WORK. The Client may suspend services performed by FYRA Engineering with cause upon fourteen (14) days written notice. FYRA Engineering shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay FYRA Engineering all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, FYRA Engineering shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

TERMINATION. The Client or FYRA Engineering may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. FYRA Engineering shall submit an invoice for services performed up to the effective date of termination and the Client shall pay FYRA Engineering all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

GOVERNING LAW. The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.



ASSIGNMENT. Neither party shall assign its rights, interests, or obligations under the Project without the express written consent of the other party.

ANTIDISCRIMINATION. Neither FYRA Engineering or its subcontractors shall discriminate against any of their employees or applicants for employment, to be employed in the performance of this Agreement, with respect to their hire, tenure, terms, conditions, or privileges of employment, because of their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

WAIVER OF RIGHTS. The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

WARRANTY. FYRA Engineering warrants that it will deliver products under the Project within the standard of care. FYRA Engineering provides no other expressed or implied warranty.

SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and FYRA Engineering will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

SURVIVAL. All provisions of these terms that allocate responsibility or liability between the Client and FYRA Engineering shall survive the completion or termination of services for the project.



Task and Fee Schedule
Sta 103+65 R - Salt Creek Slide Gate Repairs
Design, Bidding and Construction Phases
Lincoln, Nebraska
FYRA Project No. 002-21-03

Tasks	Prj Engr/Prj Mngr	Engineer	EI	Student Intern	Admin	FYRA	Total
	Rogers \$205	Miller \$125	(Varies) \$110	(Varies) \$65	Stratton \$80	Expenses	
Task 1 Project Management							
1.1 Coordination Meeting with NRD Staff (1) LPSNRD Sub-Committee Meeting for FYRA Contract	2.5						
1.2 Approval	3						
1.3 LPSNRD Board Meeting For FYRA Contract Approval	3						
1.4 Monthly Invoicing & Project/Schedule Updates (4)	2				4		
Project Management Task Total	\$2,153	\$0	\$0	\$0	\$320	\$40	\$2,513
Task 2 Final Design							
2.1 Site Visit to Collect Detailed Information and Dimensions	0.75	4	4				
2.2 Coordination with Gate Supplier (Hydro Gate)	2		8				
2.3 Design Plans and Project Specifications	10	4	52	16			
Final Design Task Total	\$2,614	\$1,000	\$7,040	\$1,040	\$0	\$25	\$11,719
Task 3 Project Bidding							
3.1 Coordination with Contractors During Bidding	6		2				
3.2 Pre-Bid Meeting	3						
3.3 Project Bidding and Coordination with Contractors After Bidding	4		5				
3.4 LPSNRD Sub-Committee and Board Meetings	5						
Project Bidding Task Total	\$3,690	\$0	\$770	\$0	\$0	\$50	\$4,510
Task 4 Construction Phase							
4.1 On-Site Construction Observation and Final Inspection ¹ Construction Reporting, Pay Application and Project Closeout	3		6	96			
4.2 Closeout	4		20				
4.3 O&M Manual Update to LPSNRD and USACE	3		4	8			
Construction Phase Task Total	\$2,050	\$0	\$3,300	\$6,760	\$0	\$125	\$12,235
Subtotal Hours	51.25	8	101	120	4		
Subtotal Costs	\$10,506	\$1,000	\$11,110	\$7,800	\$320	\$240	\$30,976

Notes

¹ Assumes existing slide gates will be removed and new slide gates will be placed within 12 working days.



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 12, 2021
To: Urban Subcommittee
From: Tracy Zayac, Stormwater/Watershed Specialist
Subject: RRLP Project for consideration at August 2021 meeting

1. RRLP.2021.001 Eklund rain gardens: Tim Eklund proposes to install two rain gardens, one on each side of his driveway, at his property located at 17508 N. Ridge Lane, just west of Davey. The driveway and property generally slope to the east, and water frequently pools at the bottom of the driveway, where it connects to N. Ridge Lane. Some of the drainage comes from adjacent parcels, and some is overland flow from the driveway and roof gutters. The rain gardens will be installed to slow flow from the drainages on each side of the driveway and mitigate the flooding problem at the driveway-road junction.

The property owner has selected Lincoln Landscaping to complete the work, which is scheduled for October 2021. The landscaper will regrade the rain garden areas to be less steep than the current slope and will install rock to minimize potential erosion. The application covers both rain gardens, which will be installed at the same time. The total project cost \$6,520.24. The contractor's proposal contains a \$525.00 line item for fescue sod, which is not an eligible expense under the Program guidelines. With this deduction, the total eligible expenses for the project are \$5,995.24. The applicant requests the maximum cost-share available, which is \$2,000 under this program.

Enc.: Eklund rain garden request information

Tracy Zayac
Stormwater/Watershed Specialist
Lower South Platte NRD
3125 Portia St
Lincoln, NE 68521

Dear Tracy,

Enclosed you find the documents required for the Rain-Ready Landscapes Program. This project will provide rain-ready areas on both sides of our lane. Our lane has a significant slope that feeds from the west into N. Ridge Lane. N. Ridge Lane can flood at the culvert area of our acreage lane. The project will catch the runoff from both lane ditches that comes from our lawn area, our roof gutters and the properties to our west. The objective is to mitigate some of the flooding caused by water run-off that doesn't flow into watershed dam on the southeast side of our property.

Also enclosed are:

- Lincoln Landscaping project quote outlining the total cost of \$6,520.24
- Lincoln Landscaping drawing of project
- Aerial photo of property at 17501 N Ridge Lane, Davey, NE 68336 – The blue circle approximates where the rain-ready gardens on both sides of the lane will be. Northeast part of acreage.

The timeline for completion will be October 2021. The proposed maintenance will be provided by the homeowner (Tim Eklund) by keeping the plants and bedding in good order.

Sincerely,



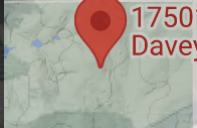
Tim Eklund

17501 N. Ridge Lane

Davey, NE 68336

Enclosure




17501 N Ridge Ln ✕
 Davey, NE 68336
 40.98°N, 96.71°W

17501 N Ridge Ln

10810 Saltillo Rd
 Roca NE 68430-4086
 (402) 423-0334
 info@lincolnlandscapingcompany.com



Tim Eklund
 17501 N Ridge Ln.
 Davey, NE 68336

402-440-0003

Please visit us on the web at
LincolnLandscapingCompany.com

te21621@windstream.net

Estimate

Rep	Date	Estimate #	Project
BJS	8/11/2021	36456	Rain Gardens

Size	Qty	Description	Cost	Total
		RAIN GARDENS - NORTH & SOUTH OF ENTRY DRIVE		
Sq. Ft.	600	Sod Removal	0.75	450.00T
Lin Foot	108	Natural Bed Edging - at mulch bed areas	1.65	178.20T
Cu Yd	10	Pulverized Soil	35.00	350.00T
Linear Foot	68	Black Jack Edging - Installed - at river cobbles	3.50	238.00T
Ton	2.5	Colorado River Cobbles	166.00	415.00T
Ton	0.33	Colorado Granite Boulders - 12"-18"	183.00	60.39T
Cu Yd	4.5	Mulch, Hardwood	30.00	135.00T
	300	Fescue Sod - Installed	1.75	525.00T
Per Project	1	Non taxed labor - includes bed preparation tilling soil and grading, installation of boulders, landscape fabric, and river cobbles	1,680.00	1,680.00
#2	2	Viburnum, Blue Muffin (5'h x 5'w) blue berries	44.00	88.00T
2G	6	Dogwood, Neon Burst (3'h x 3'w)	43.00	258.00T
#1	10	Switchgrass, Shenandoah 5'	17.00	170.00T
#1	6	Goldenrod, Fireworks (36")	17.00	102.00T
#1	6	Liatris, Kobold (purple) 2'	15.00	90.00T
#1	12	Aster, Woods Pink (pink) 12"	15.00	180.00T
#1	10	Coneflower, PowWow Wildberry	17.90	179.00T
#1	10	Sedge, Ever Gold (yellow/green) 12"	20.50	205.00T
Each	3	Delivery Fees	60.00	180.00T
	1	Landscaping Labor - includes planting of shrubs, perennials and ornamental grasses	720.00	720.00T
		Subtotal		6,203.59
Please Note -		If we need to move or adjust sprinkler heads (including any unmarked lines hit during trenching), our per hour labor charge will apply, plus the cost of any materials or parts. SPRINKLER HEADS MUST BE MARKED PRIOR TO OUR ARRIVAL. Plant pricing, size and variety may vary due to availability.	0.00	0.00T

We hereby propose to furnish labor and material in accordance with the specifications listed on this estimate. A 40% down payment is required to schedule installation. At completion the balance is due at that time. Trees, shrubs and perennials have a one year warranty. Hardscapes have a three year warranty from the date of installation. This warranty will not apply in cases of vandalism, animal damage, acts of nature, or neglect (including the lack of proper watering). 1 1/3% interest per month on all accounts over 30 days past due.

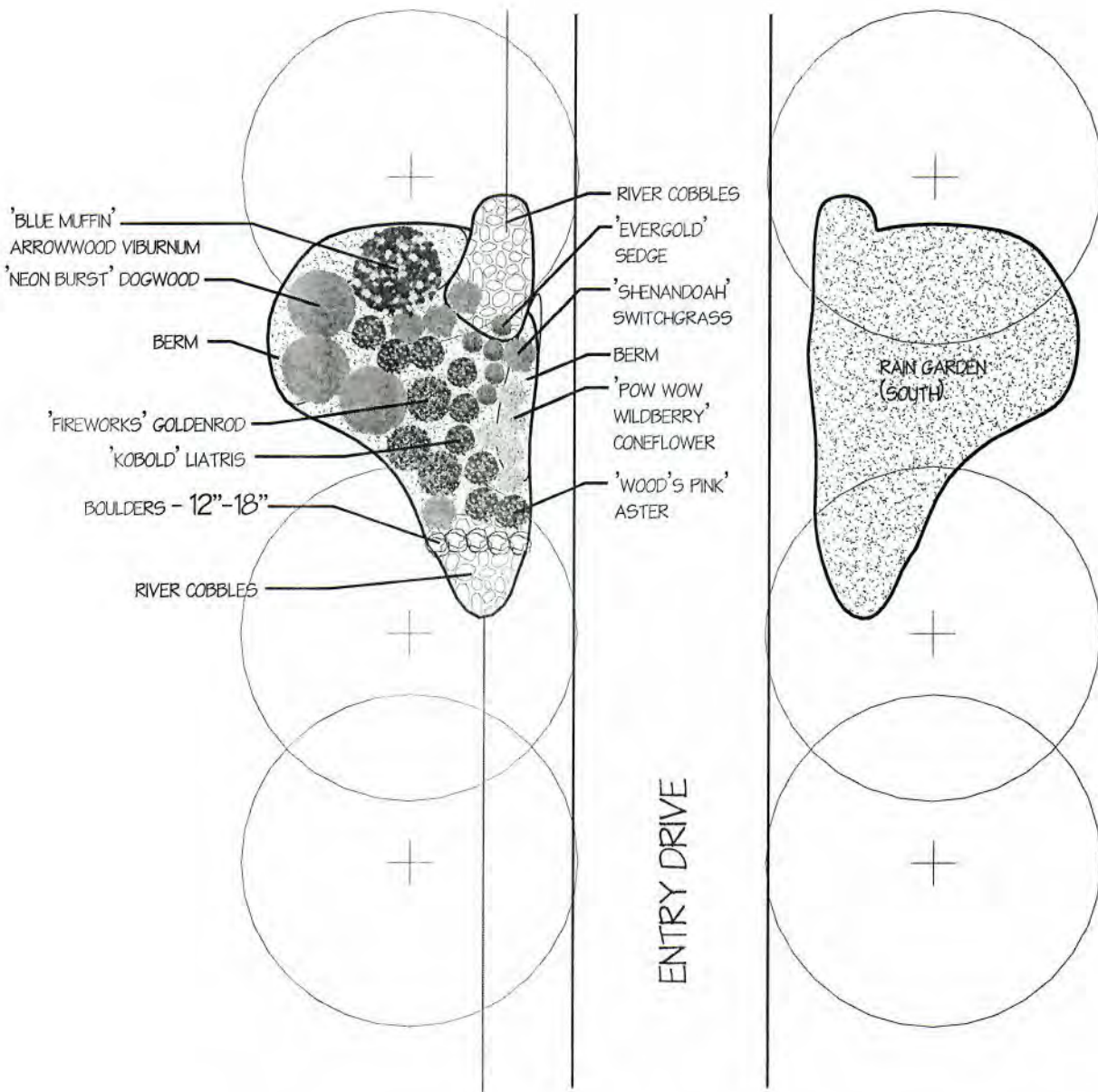
Subtotal	\$6,203.59
Sales Tax (7.0%)	\$316.65
Total	\$6,520.24

President or Landscape Designer _____ Date _____

ACCEPTANCE OF PROPOSAL

Customer Signature _____ Date _____

Lincoln Landscaping Company is a registered corporation in the State of Nebraska.



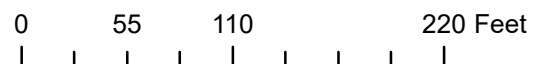
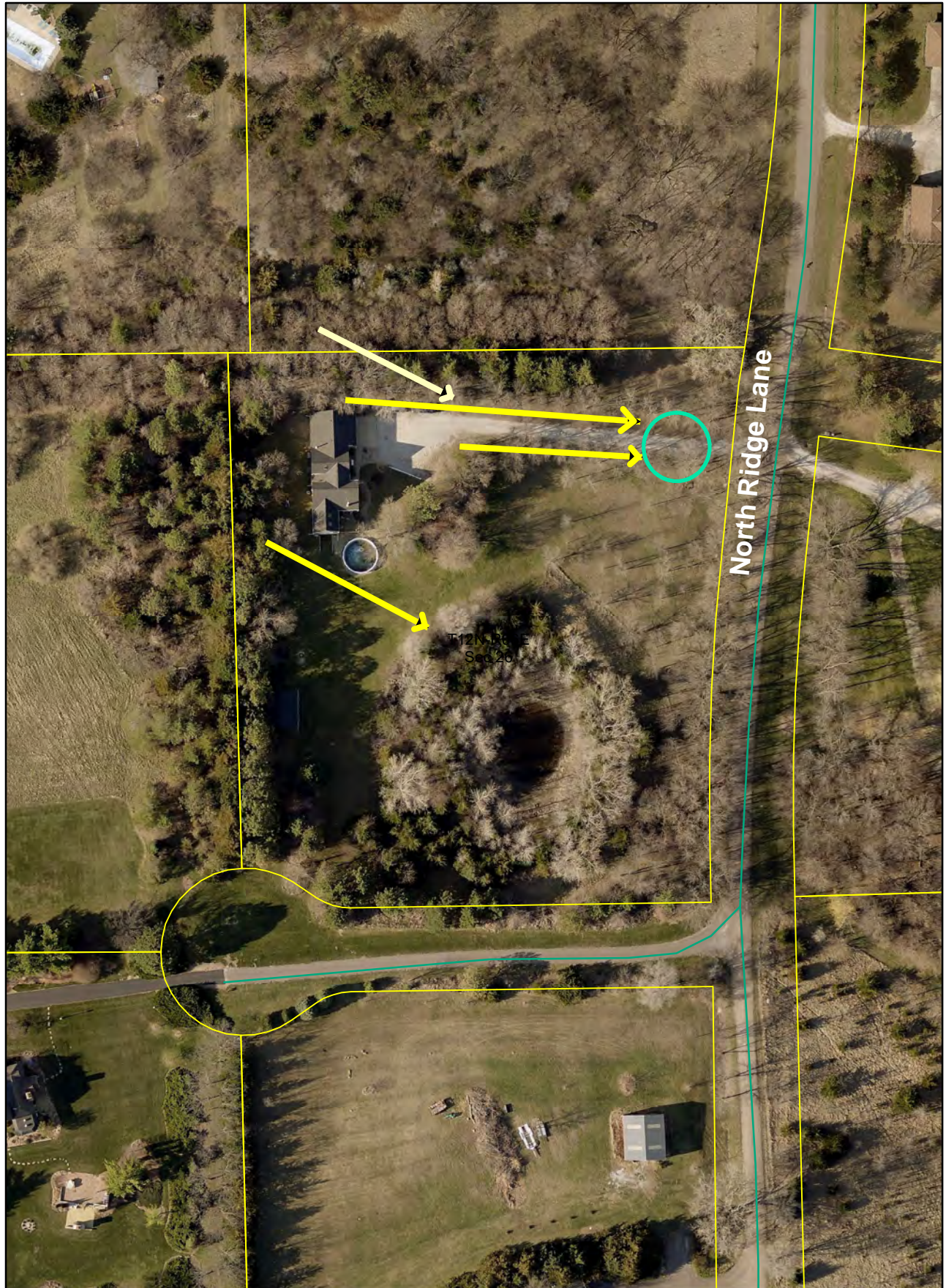
Revision #:	Scale:	Landscape Plan:	Landscape Design by: Brad Swerczek
Date: 7/13/2021	3/32" = 1'	Eklund Residence	Lincoln Landscaping Company

Eklund location

Raymond
Eklund property
Davey



Eklund rain garden, 17508 N Ridge Lane



FY 2021 - Measurable Goals or Outcomes 12-Month Review (June 30, 2021)

As directed in the LPSNRD 2019 Master Plan, a list of measurable goals or outcomes was identified for each standing and ad hoc subcommittee. In preparation for the following year's LRIP, these identified goals or outcomes should be rated on progress being made. It's important to note that these goals or outcomes are guidance for the staff, subcommittees and Board, and do not represent all of the possible goals or outcomes, nor does it indicate any error or false information on behalf of the staff, subcommittees and Board if they are not achieved.

Urban

Community Assistance Program

- Complete four community assistance projects – Four projects completed as of 6/30/2021, including Foreman Ridge HOA, Pine Lake HOA (both in Lincoln), Malcolm Elk Creek, and Louisville Mill Creek.

Operation and Maintenance Stormwater Facilities

- Complete at least 5 Salt Creek Levee projects identified in the SWIF - Encroachments and Project O&M Addendums are an on-going project with JEO. The 2021 SWIF Biennial Update was completed and submitted to USACE on May 31, 2021. The Streambank Stabilization 27th to Superior St project was modified due to PL 84-99 USACE repairs completed, and design is underway. The Pipe Penetration Repairs near Park Avenue and Van Dorn St project was completed June 2021. The Erosion Repairs near Park Avenue and Van Dorn St, station 82+50R was repaired under PL 84-99 by USACE in 2020; the repair near station 76+00R received USACE 404 & 408 approval in June 2021. Beal Slough Levee Tie-Back Restoration was submitted to USACE for 408 approval in February 2021 and is awaiting their response. The Oak Creek Weir near 14th St project was completed June 2021. Also, the USACE's 2019 Spring Flood Repair project was completed under PL 84-99 in December 2020.

Stormwater Management

- Complete project SSC#4 – Project is essentially complete. Contractor to water plant material through the summer. Final inspection scheduled for August and project can then be closed out.
- Complete at least three rainscaping projects in the District – One project (south of Hickman) completed as of 6/30/2021.
- Complete model update and final design on phase 1 and 50% design on phase 2 - The Deadmans Run Flood Reduction project is on-going and FYRA has completed as much of the numerical modeling updates as possible as of June 30, 2021. The numerical modeling is currently awaiting empirical results from the Flume physical model to complete this effort. The flume model was delayed in 2020 and early 2021 due to the pandemic and construction by the University of Nebraska, where UNL moved a wall of the laboratory where the flume exists. The flume physical model is expected to be complete in July 2021. The numerical model update is then expected to be complete August 2021 with design progressing to 65% thereafter. Design for Deadmans Run has largely been on hold pending the modeling completion, except the 33rd St bridge structure which is 30% designed.

FY 2022 - Measurable Goals or Outcomes **(Proposed)**

As directed in the LPSNRD 2019 Master Plan, a list of measurable goals or outcomes was identified for each standing and ad hoc subcommittee. In preparation for the following year's LRIP, these identified goals or outcomes should be rated on progress being made. It's important to note that these goals or outcomes are guidance for the staff, subcommittees and Board, and do not represent all of the possible goals or outcomes, nor does it indicate any error or false information on behalf of the staff, subcommittees and Board if they are not achieved.

Urban

Community Assistance Program

- Complete four community assistance projects

Operation and Maintenance Stormwater Facilities

- Complete at least 5 Salt Creek Levee/SWIF projects:
 - Complete Pipe Rehabilitation near 27th & Superior (STA 347+15R) Project
 - Complete Park Ave to Van Dorn, Channel Stabilization, weir (STA 82+50R)
 - Complete 18" Pipe Abandonment (STA 31+00R)
 - Complete Sluice Gate Repair near South St (STA 106+65R)
 - Complete Video Inspection of Drainage Structures (approx. 70 pipes)
- Complete 70th Street Car Wash Site Repairs on Deadmans Run
- Streambank Repair at 39th Street on Antelope Creek:
 - Obtain 404 permit
 - Complete Landrights

Stormwater Management

- Conduct Cost/Benefit Analysis of implementing structural measures (Salt Creek Resiliency Study)
- Complete Beal Slough Stream Stability Project, 70th to Pine Lake
- Complete Master Plan Project: LSC#2 (14th St bridge)
- Complete Antelope Creek Pipe Rehabilitation Project (14 pipes)
- Complete at least two rainscaping projects in the District
- Deadmans Run Flood Reduction Project:
 - Complete flume analysis and model updates
 - Review final project configuration/components based on modeling results
 - Complete final design on Phase 1
 - Begin Landrights needed for Phase 1
 - Complete 50% Design on Phase 2



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, 2021
To: Urban Subcommittee
From: Tracy Zayac
Subject: Completion photos from the Heun rain garden (approved 1/20/2021)

The Heun rain garden is complete. Below are a couple of photos. Their landscaper did an excellent job; it survived the heavy rain on August 7th.



Some of the matted areas are temporarily in place until phase 2 (dry creek beds) begins.