



LOWER PLATTE SOUTH natural resources district

Agenda Item #12

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 20, 2026

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 Wednesday, August 19th, 2026, at 5:32 p.m., the Recreation, Forestry, and Wildlife Subcommittee met in the NRD Large Conference Room. Subcommittee members present: Anthony Schutz – Chair, Don Jacobson, John Yoakum, Stephanie Matejka, David Hibler, Suzanne Mealer, Mark Spangler, and Deborah Eagan. Director Bob Andersen was also in attendance. District staff were David Potter, Jeremy Gehle, Aaron Clare, Eric Zach, and Will Inselman. There were four action items for consideration.

The first item on the agenda was the consideration of bids for the MoPac Trail Bridge Project near Elmwood. Midwest Engineering, Inc. (MEI) was hired in September of 2025 to design the replacement of the 310th St. West #2 bridge. MEI determined that the most cost-effective option was to replace the bridge with twin corrugated metal pipes. The LPSNRD received bids from 10 contractors, and the lowest bid was from Tim Sisco Construction, LLC, of Sterling, NE. This company has completed numerous projects to the satisfaction of the LPSNRD. Staff recommended awarding the bid to Tim Sisco Construction, LLC, with a total project cost of \$172,040.50.

Contractor	Bid
Tim Sisco Construction, LLC	\$172,040.50
MC Wells Contracting, LLC	\$261,907.00
High Plains Structural Group	\$326,308.50
M.E. Collins Contracting Co., Inc.	\$356,082.94
National Concrete Cutting	\$367,564.00
Nebraska Digging Services, LLC	\$427,090.00
Yost Excavating, Inc.	\$468,197.79
Gana Trucking and Excavating, Inc.	\$444,184.97
H.R. Bookstrom Construction, Inc.	\$518,290.00
Malone Construction Co., Inc.	\$260,571.77

It was moved by Yoakum, seconded by Hibler, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors authorize the General Manager to sign an agreement with the low bidder, Tim Sisco Construction, LLC, for the MoPac Trail Bridge Replacement project at 310th Street, for a total project cost of \$172,040.50.

Motion Passed: 8-0

The second item on the agenda was the consideration of an amendment to an agreement with Midwest Engineering, Inc. for additional services related to the construction of the MoPac Trail Bridge Replacement. District staff has requested an amendment to the existing engineering and design agreement with Midwest Engineering, Inc. to include providing construction oversight services for the MoPac Trail Bridge Replacement Project. The purpose of these services is to observe construction activities, document progress, and assist LPSNRD in confirming that the work is generally in conformance with the design intent and contract documents. The amendment would increase the contract by an amount not to exceed \$48,000.00. Staff recommended approval of the amendment.

It was moved by Hibler, seconded by Eagan, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors approve the amendment with Midwest Engineering, Inc for construction oversight services for the MoPac Trail Bridge Replacement project at 310th Street, at a cost not to exceed \$48,000.00.

Motion Passed: 8-0

The third item on the agenda was the consideration of a Community Forestry cost-share application from Raymond Central Communities Foundation (Foundation). The Foundation is requesting cost-share assistance for tree planting at their new baseball and softball field that will be utilized by both Raymond Central High School and community youth teams. The construction is expected to be completed in September 2026. There are currently no trees or other landscaping at the field. The addition of trees will serve multiple purposes: aesthetic beauty, shade, and screening. The timeline for tree planting will be the Fall of 2026. The total cost of the project is \$6,915.00, and the Foundation requested \$5,186.25 in cost-share assistance from the District.

It was moved by Matejka, seconded by Yoakum, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors approve the Community Forestry cost-share application from Raymond Central Communities in the amount of \$5,186.25.

Motion Passed: 8-0

The fourth item on the agenda was the consideration of a price increase for bare root seedlings sold through the LPSNRD Conservation Forestry Program. In FY2026, tree and shrub seedlings increased in cost at all nurseries LPSNRD utilizes. 28,950 seedlings were purchased for \$35,219.88, which comes to \$1.22 per seedling. Customers in the district were charged \$1.10 per seedling for orders of 25-75 and \$1.05 per seedling for orders of 100 or more. Therefore, staff recommended increasing the amount charged to district customers to \$1.20 per seedling for orders of 25-75 and \$1.15 per seedling for orders of 100 or more to account for continued increasing costs.

It was moved by Schutz, seconded by Matejka, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors approve the price increase for bare root seedlings for the FY2027 Conservation Forestry Program.

Motion Passed: 8-0

Lastly, staff provided updates on the Little Salt Creek Watershed and Flood Prevention Operations project and potential Google funding opportunity.

Meeting adjourned at 6:08 p.m.

PC: RF&W subcommittee file

August 7, 2026

Mr. Eric Zach
Resource Conservationist
Lower Platte South Natural Resources District
PO Box 83581
3125 Portia Street
Lincoln, Nebraska 68521

Subject: Recommendation of Award
MoPac East Trail Bridge Replacement
MEI Project #: 25086

Mr. Zach:

Midwest Engineering, Inc. (MEI) has tabulated and reviewed the bids received on July 27, 2026, for the subject project. Based on the bids received, Tim Sisco Construction, LLC is the apparent low bidder.

During the bid review process, MEI contacted Tim Sisco with Tim Sisco Construction to discuss and verify his understanding of the project scope. Specifically questions were asked relating to the earthwork and materials costs provided in the bid. Tim confirmed that he was aware that backfill was required to be non-corrosive, and that the pipe/structural materials meet the gauge and coating specifications for the project. Tim also stated that he had visited the site and was familiar with the site conditions.

Based on MEI's previous experience with Tim Sisco Construction, LLC, we believe they are qualified and capable of constructing the subject project. As such, we recommend awarding the project to Tim Sisco Construction, LLC.

If you have any questions, or need any additional information, please do not hesitate to contact us.

Best Regards,



Joshua L. Keithley, P.E.
Principal

PLANS FOR CONSTRUCTION

MOPAC TRAIL BRIDGE

BRIDGE REPLACEMENT

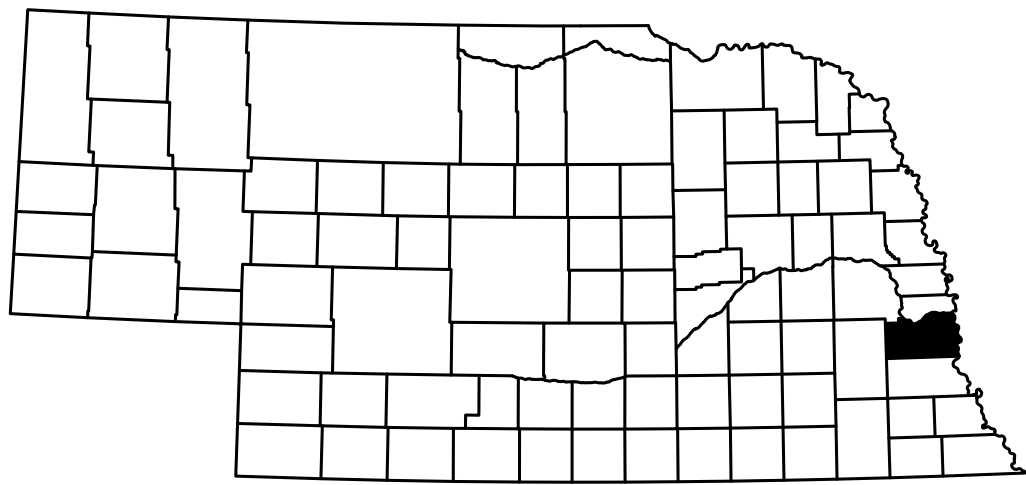
CASS COUNTY, NEBRASKA

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER
2	TYPICAL CROSS SECTION
3	GENERAL NOTES
4	PLAN AND PROFILE
5	DRAINAGE STRUCTURE CROSS SECTION
6	SPECIAL PLAN NO. 1 - HEADWALL DETAILS
7	EROSION CONTROL PLAN
8 TO 10	ROADWAY CROSS SECTIONS
11 TO 13	CHANNEL CROSS SECTIONS

STANDARD PLANS

STANDARD PLAN NO.	DESCRIPTION
411-R2	(4 SHEETS) BEDDING AND BACKFILL REQUIREMENTS FOR CONCRETE PIPE
501-R7	(3 SHEETS) EROSION CONTROL
502-R2	(2 SHEETS) SILT FENCE DETAILS
920-R7	(3 SHEETS) TRAFFIC CONTROL, CONSTRUCTION AND MAINTENANCE
921-R8	(2 SHEETS) TRAFFIC CONTROL, CONSTRUCTION AND MAINTENANCE
923-R2	TRAFFIC CONTROL, ROAD CLOSURE

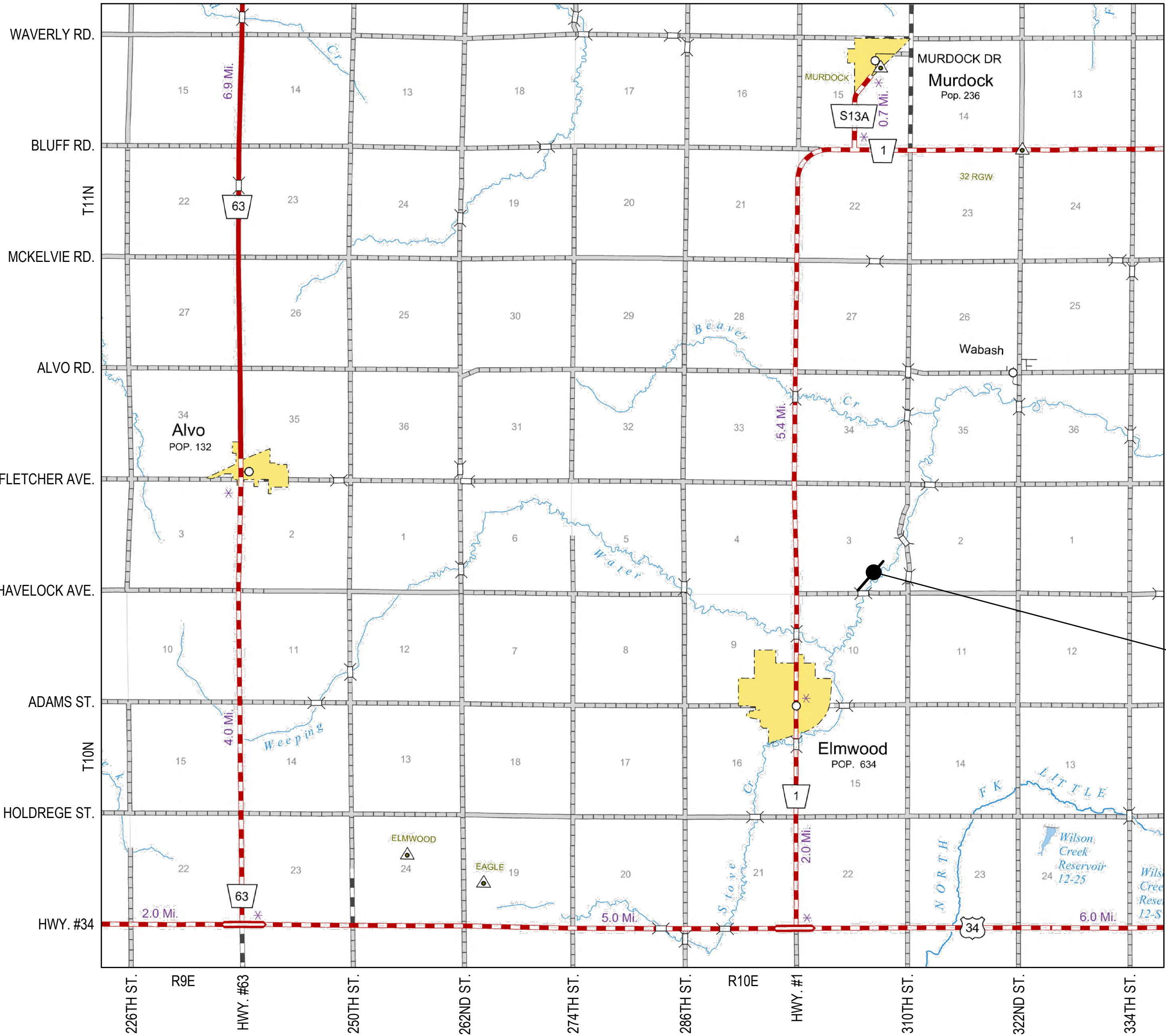


CASS COUNTY, NEBRASKA



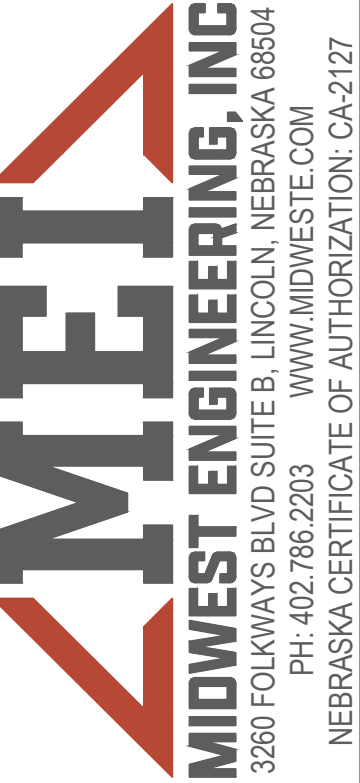
LOWER PLATTE SOUTH
natural resources district

LOWER PLATTE SOUTH NRD
P.O. BOX 83581
3125 PORTIA ST.
LINCOLN, NE 68521
(402) 476-2729



THE 2017 EDITION OF THE NEBRASKA DEPT. OF
TRANSPORTATION STANDARD SPECIFICATIONS AND THE
PROJECT SPECIAL PROVISIONS APPLY TO THIS PROJECT.

I, JOSHUA KEITHLEY, AM THE COORDINATING
PROFESSIONAL ON THE MOPAC TRAIL BRIDGE,
25086 PROJECT.

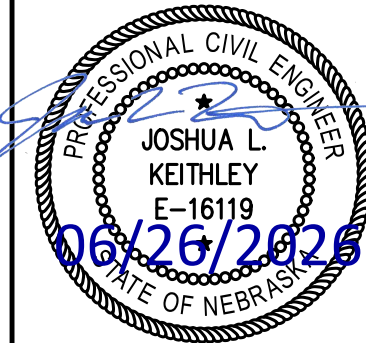


COVER

MOPAC TRAIL BRIDGE

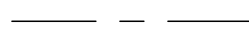
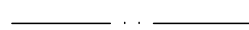
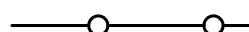
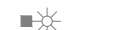
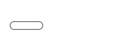
CASS COUNTY, NEBRASKA

2026



PROJECT NUMBER
25086

SHEET NUMBER
1 OF 13

LEGEND		
	TV	BURIED CABLE TV LINE
	FO	BURIED FIBER OPTICS LINE
	E	BURIED POWER LINE
	T	BURIED TELEPHONE LINE
		EXISTING CENTER LINE
		PROJECT CENTER LINE
		SECTION LINE
		CONSTRUCTION LIMITS
	ES	ELECTRICAL SERVICE LINE
		EXISTING CULVERT
	O	FENCE - CHAIN LINK
	X	FENCE - R.O.W. OR WIRE
		FENCE - WOOD
		FLOWLINE
	G	GAS LINE
	OHP	OVERHEAD POWER LINE
	OHT	OVERHEAD TELEPHONE LINE
	OTV	OVERHEAD CABLE TV LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
	SS	SANITARY SEWER LINE
	ST	STORM SEWER LINE
	W	WATER LINE
	BM	BENCH MARK
	CP	CENTER PIVOT
	CO	CLEAN OUT
		CONTROL POINT
	GM	GAS METER
	GMan	GAS MANHOLE
	GV	GAS VALVE
	GWS	GAS WARNING SIGN
		GUARDRAIL
		GUARD POST
		GUY POLE
		GUY WIRE
		LIGHT POLE
		MAILBOX
		MANHOLE
		MARSH
		OIL WELL
		POWER MANHOLE
		POWER PEDESTAL
		POWER BOX
		POWER POLE
		POWER POLE W/ MAST ARM
		POWER PULL BOX
		PROPANE TANK
		R.O.W. MARKER
		ADVANCED R.R. WARNING SIGN
		R.R. WARNING
		RAILROAD TRACKS
		SANITARY SEWER MANHOLE
		SATELLITE DISH
		SECTION CORNER
		SIGN
		STORM SEWER MANHOLE
		TRAFFIC SIGNAL
		TRAFFIC SIGNAL W/ MAST ARM
		TRAFFIC SIGNAL W/ ST. LIGHT
		TELEPHONE BOX
		FIBER OPTICS BOX
		FIBER OPTICS MANHOLE
		FIBER OPTICS PEDESTAL
		FIBER OPTICS WARNING SIGN
		TELEPHONE MANHOLE
		TELEPHONE PEDESTAL
		TELEPHONE POLE
		TELEPHONE PULL BOX
		CABLE TV BOX
		CABLE TV MANHOLE
		TREE - CONIFEROUS
		TREE - DECIDUOUS
		TREE STUMP
		WATER (FIRE) HYDRANT
		WATER MANHOLE
		WATER METER
		WATER VALVE
		WELL
		WINDMILL

COMPACTION REQUIREMENTS	
ROADWAY EMBANKMENT	CLASS II
EMBANKMENT FOR INTERSECTING PUBLIC ROADS	CLASS II
PRIVATE DRIVES	CLASS I
(SEE NDOT SPECIFICATIONS FOR ADDITIONAL INFORMATION)	

GENERAL NOTES:

THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED IN THESE PLANS. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITIES AT THE REQUEST OF THE CONTRACTOR.

NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITIES UNTIL ALL SUCH FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES. THE EXCAVATION MUST BE ACCOMPLISHED WITH EXTREME CARE IN ORDER TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY FACILITY.

THE CONTRACTOR WILL BE ALLOWED TO CLOSE THE TRAIL DURING CONSTRUCTION. CLOSURES SHALL BE IN ACCORDANCE WITH THE NEBRASKA STANDARD SPECIFICATIONS AND ALL APPLICABLE STANDARD PLANS. ALL SIGNING SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

UPON COMPLETION OF GRADING OPERATIONS, SEEDING OF ALL DISTURBED AREAS WITHIN THE PROJECT RIGHT-OF-WAY AND EASEMENT LIMITS SHALL BE PERFORMED BY THE CONTRACTOR, AS DIRECTED BY THE PROJECT MANAGER.

DESIGN EARTHWORK QUANTITIES*					
STATION	TO	STATION	DESCRIPTION	EXCAVATION (CY)	EMBANKMENT (CY)
6+75		8+75	TRAIL	0	**1,976
C0+00		C0+98.2	CHANNEL	833	3
			TOTAL	833	1,976

NOTES:

*1. DESIGN EARTHWORK QUANTITIES SHOWN DO NOT INCLUDE A BALANCE FACTOR.

*2. EARTHWORK FOR DRIVES AND DIKES ARE ALSO NOT INCLUDED.

**3. PIPE VOLUME SUBTRACTED OUT OF TRAIL EARTHWORK QUANTITIES.

**4. BASE AND SURFACE COURSES SUBTRACTED OUT OF TRAIL EARTHWORK QUANTITIES.

5. IF ADDITIONAL EMBANKMENT MATERIAL IS REQUIRED, THE CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING SUITABLE MATERIAL.

SUMMARY OF QUANTITIES		
ITEM	QUANTITY	UNIT
MOBILIZATION	1.000	LS
SITE PREPARATION	1.000	LS
REMOVE AND RESET BOLLARD	3.000	EA
OVER-EXCAVATION, ESTABLISHED QUANTITY	73.000	CY
EARTHWORK MEASURED IN EMBANKMENT	1,976.000	CY
120" CORRUGATED METAL PIPE*	126.000	LF
STEEL HEADWALL	4.000	EA
STEEL WINGWALL	4.000	EA
4" AGGREGATE SURFACE COURSE**	32.000	TONS
3" BASE COURSE**	24.000	TONS
SILT CHECK, TYPE 2-HIGH	450.000	LF
EROSION CONTROL, CLASS 1D	875.000	SY
COVER CROP SEEDING	0.2000	AC
TEMPORARY SILT FENCE	200.000	LF
TRAFFIC CONTROL	1.000	LS

NOTES:

*1. TWO 63' PIPES.

**2. SEE THE PROJECT SPECIAL PROVISIONS FOR GRADATION REQUIREMENTS.

3. SEE SHEET 6 (SPECIAL PLAN NO. 1) FOR HEADWALL DETAILS.

4. THE ITEM "STEEL HEADWALL" SHALL INCLUDE, ITEMS SHOWN ON SPECIAL PLAN NO. 1, INCLUDING, BUT NOT LIMITED TO: SHEETING, ANGLE IRON FRAMES, ANGLE IRON BRACING, BOLTS, NUTS, ETC.

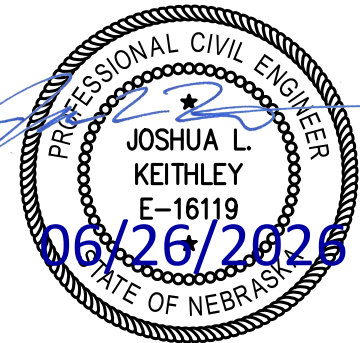
5. THE ITEM "STEEL WINGWALL" SHALL INCLUDE, ITEMS SHOWN ON SPECIAL PLAN NO. 1, INCLUDING, BUT NOT LIMITED TO: STEEL H-PILE, STEEL SHEET PILE, WALERS, CABLE TIE BACKS, CABLE CLAMPS, ETC.

GENERAL NOTES

MOPAC TRAIL BRIDGE

2026

CASS COUNTY, NEBRASKA



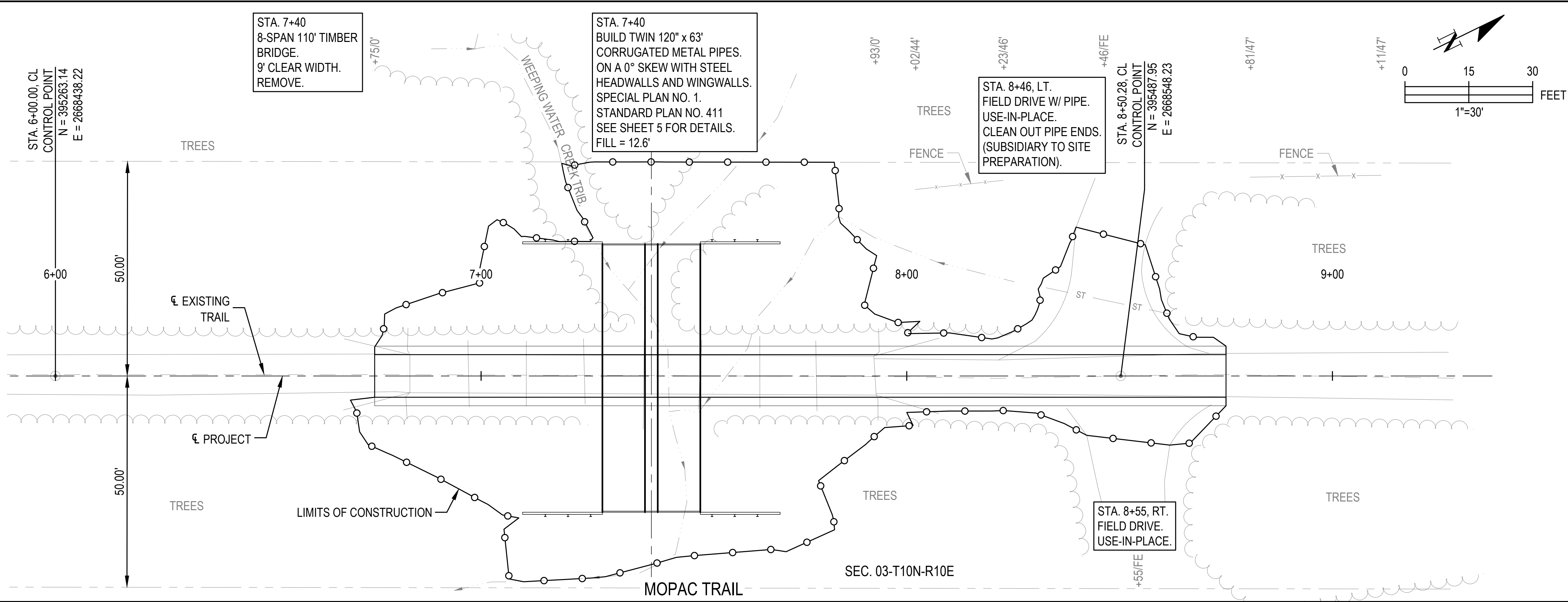
PROJECT NUMBER
25086

SHEET NUMBER
3 OF 13

TIES:

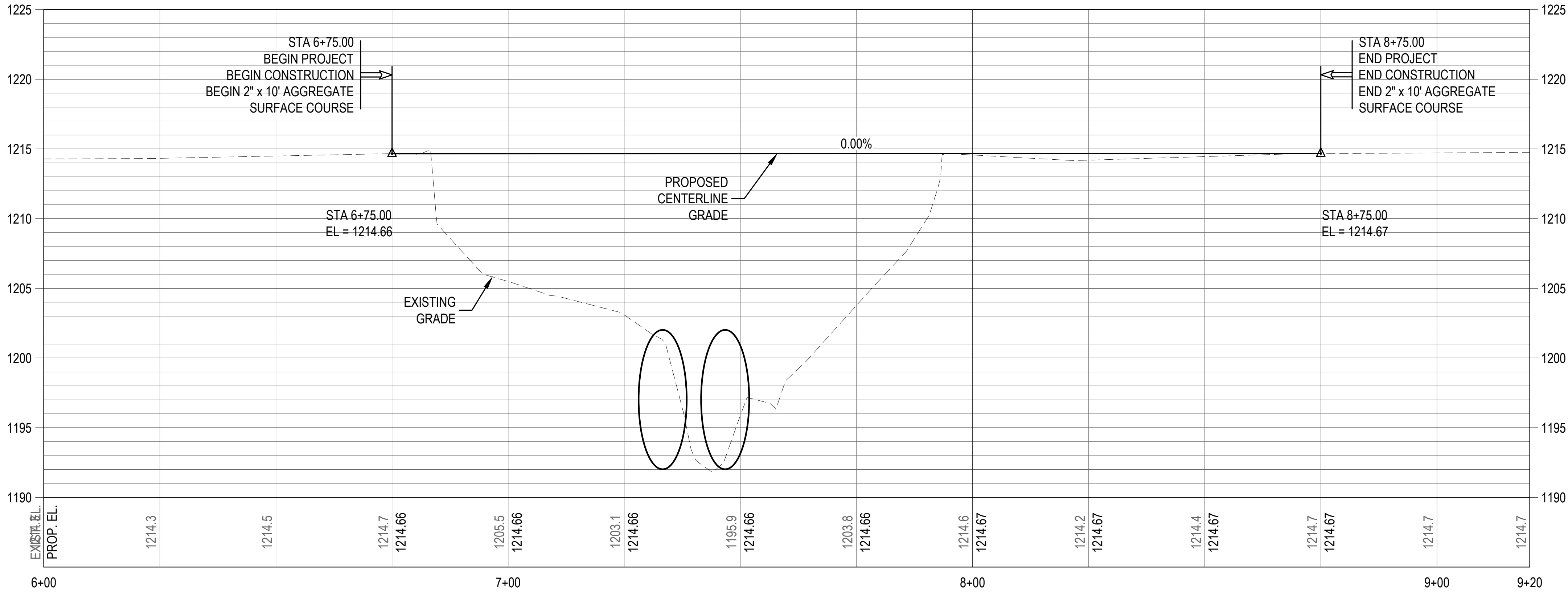
STA. 6+00.00, SET 3/4" REBAR
CONTROL POINT
N = 395263.14; E = 2668438.22

STA. 8+50.28, SET 3/4" REBAR
CONTROL POINT
N = 395487.95; E = 2668548.23



B.M. #1, SET 3/4" REBAR
STA. 6+00.00, CL, ELEV = 1214.02
N = 395263.14; E = 2668438.22

B.M. #2, SET 3/4" REBAR
STA. 8+50.28, CL, ELEV = 1214.28
N = 395487.95; E = 2668548.23



PLAN AND PROFILE

MOPAC TRAIL BRIDGE

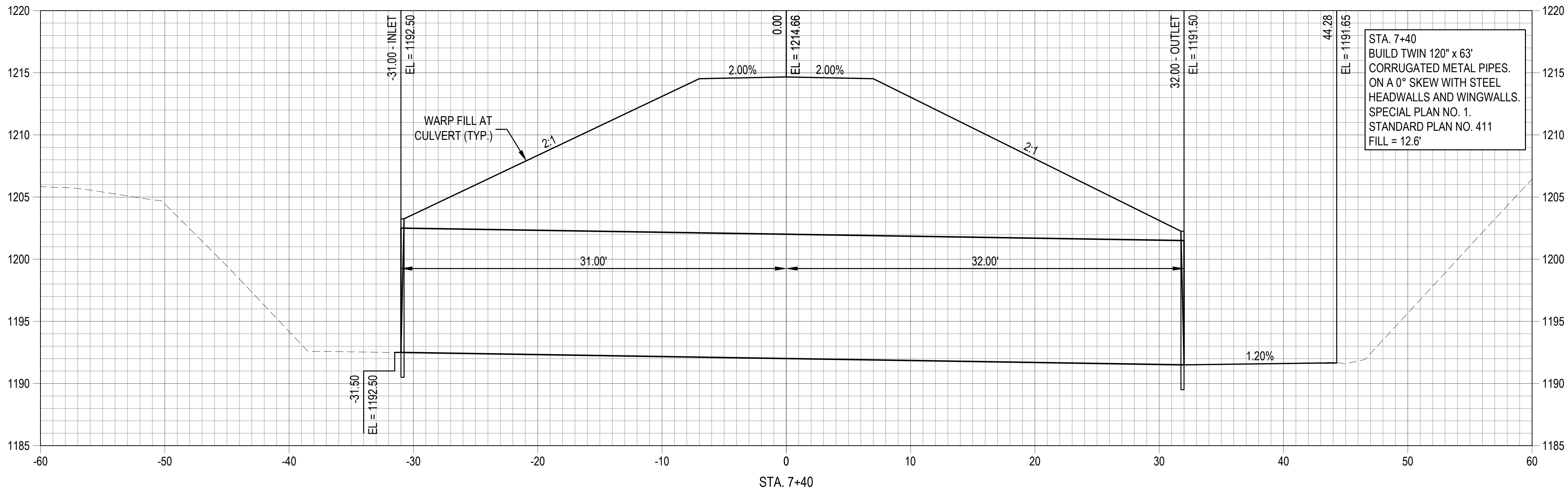
CASS COUNTY, NEBRASKA



PROJECT NUMBER
25086

SHEET NUMBER
4 OF 13

SCALE:
1" = 30' (H)
1" = 10' (V)

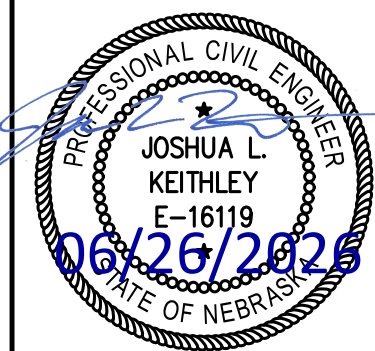


DRAINAGE STRUCTURE CROSS SECTION

MOPAC TRAIL BRIDGE

CASS COUNTY, NEBRASKA

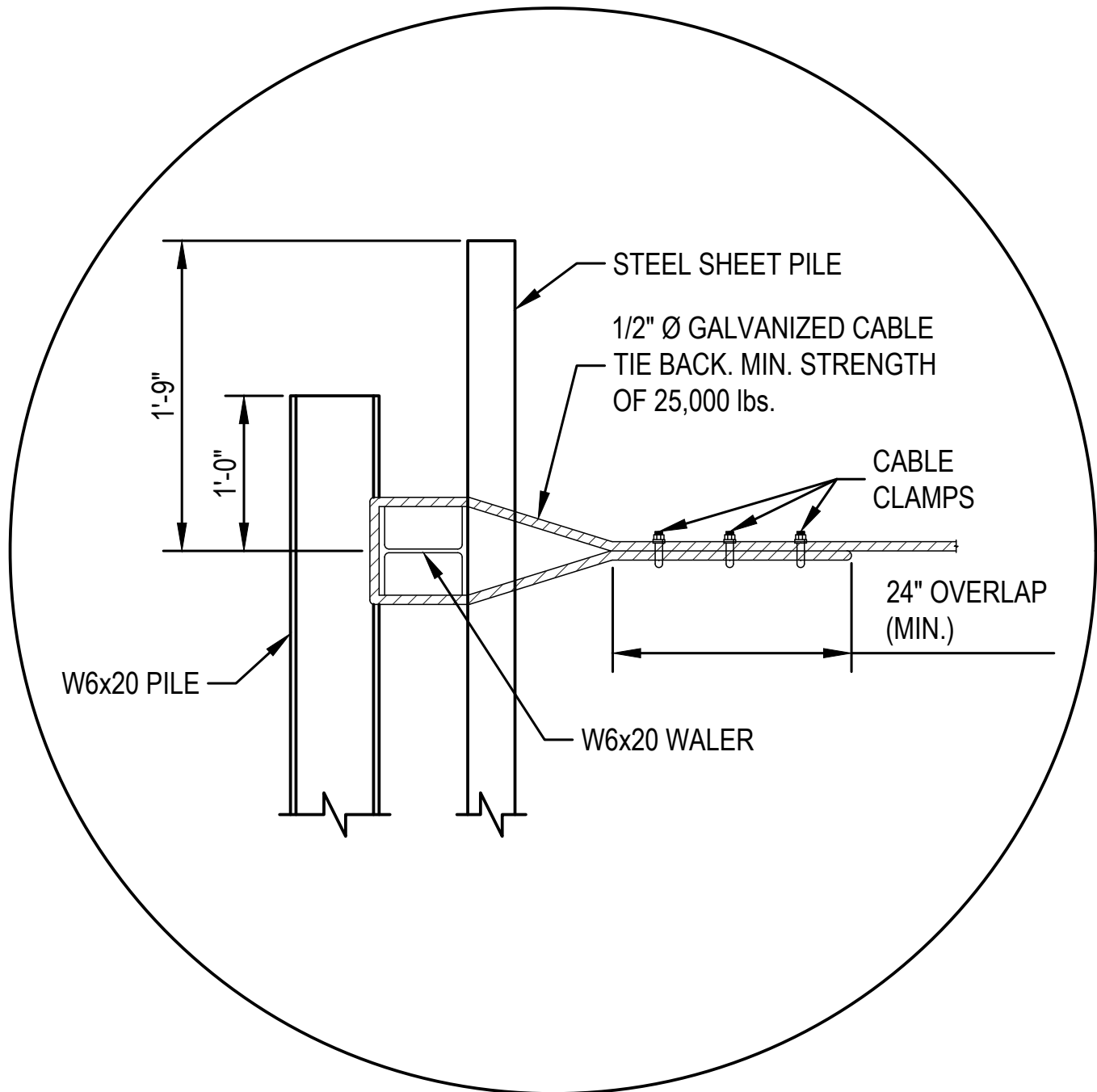
2026



PROJECT NUMBER
25086

SHEET NUMBER
5 OF 13

SCALE:
1" = 10' (H)
1" = 10' (V)



WINGWALL SECTION
NO SCALE

GENERAL NOTES:

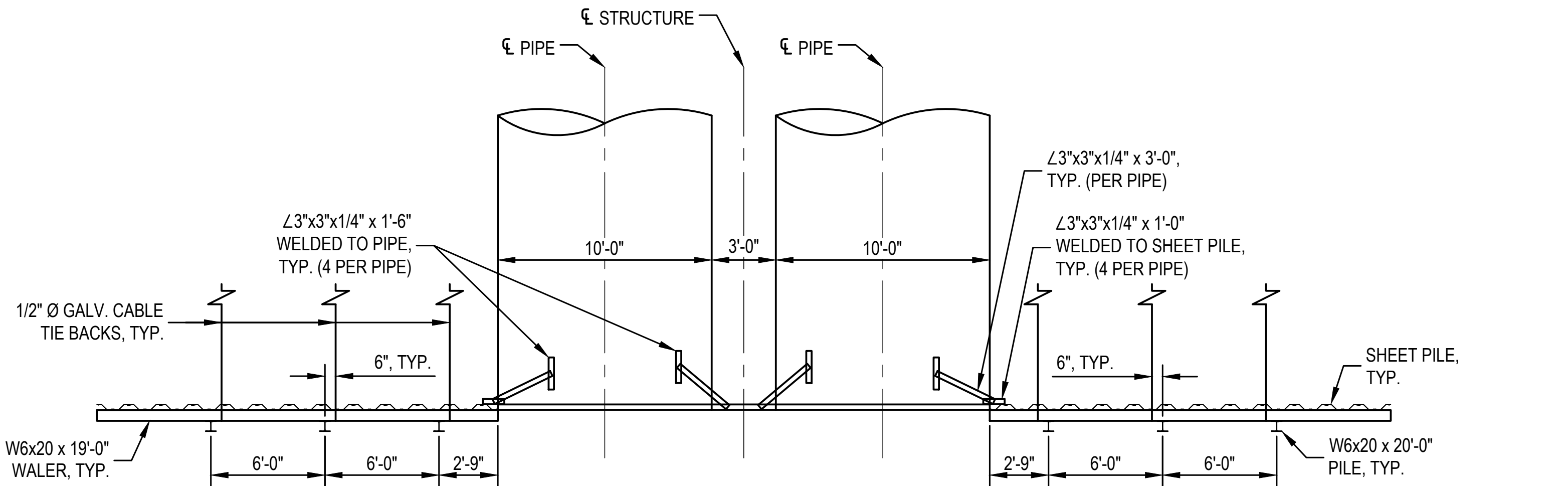
- PIPE SHALL EXTEND $\frac{1}{4}$ " TO $\frac{1}{2}$ " BEYOND HEADWALL SHEETING.
- W6x20 PILING SHALL BE WELDED TO W6x20 WALER WITH A $\frac{1}{4}$ " FILLET WELD ON BOTH SIDES OF THE PILING FLANGE.
- CORRUGATED METAL PIPES SHALL BE 6 GAUGE FABRICATED WITH EITHER 3"x1" OR 5"x1" CORRUGATION. ANY OTHER CORRUGATION MUST BE APPROVED BY THE ENGINEER.
- CORRUGATED METAL PIPES SHALL HAVE ANNULAR OR HELICAL CORRUGATIONS.
- W6x20 PILING AND WALER SHALL BE INSTALLED PRIOR TO INSTALLING STEEL SHEET PILING.
- EXPOSED STEEL SURFACES ON HEADWALLS AND PIPES SHALL BE PAINTED WITH TWO (2) COATS OF NDOT APPROVED PRIMER, OR AN APPROVED EQUIVALENT.
- WINGWALL STRUCTURAL STEEL AND SHEETING SHALL NOT REQUIRE PAINTING.
- CABLE TIE BACKS AND CABLE ATTACHMENTS ARE SUBSIDIARY TO WINGWALL.
- GALVANIZED CABLE TIE BACK LENGTH SHALL BE MINIMUM 75'-0" EACH.
- $\frac{1}{2}$ " $\varnothing$ GALVANIZED CABLE TIE BACKS MAY BE USED AS LONG AS MINIMUM STRENGTH OF 25,000 lbs. IS MET OR EXCEEDED.
- FRAMING ANGLES SHALL BE INSTALLED TO OVERLAP THE EXPOSED FACE OF THE CORRUGATED HEADWALL SHEETING WITH A TIGHT FIT AT THE INTERIOR CORNER OF THE FRAMING ANGLE.
- CONTRACTOR SHALL SUBMIT FOR APPROVAL A SHOP PLAN SHOWING ALL PERTINENT DIMENSIONS, DETAILS, AND SECTION PROPERTIES OF THE HEADWALLS, WINGWALLS, AND ASSEMBLIES.

HEADWALL NOTES:

- HEADWALLS SHALL BE BOLTED TOGETHER WITH $\frac{5}{8}$ " x 2" BOLTS @ 12" CENTERS AT A MINIMUM.
- HEADWALLS CORRUGATED SHEETING SHALL BE THE SAME GAUGE AND COATING AS THE PIPE.
- HEADWALLS SHALL BE CUT TO FIT PIPE.
- HEADWALL SHEETING SHALL BE WELDED TO PIPE WITH A CONTINUOUS $\frac{3}{16}$ " FILLET WELD, AT MINIMUM.
- HEADWALL SHEETING SHALL BE WELDED TO 3x3x $\frac{3}{4}$ " ANGLE FRAMING WITH A CONTINUOUS $\frac{1}{4}$ " FILLET WELD.
- HEADWALL BRACING SHALL BE PROVIDED AS SHOWN OR AN APPROVED EQUIVALENT.
- OVERLAP JOINTS IN CORRUGATED HEADWALL SHEETING SHALL BE CONTINUOUSLY WELDED. BUTT JOINTS SHALL NOT BE ACCEPTED.
- HEADWALLS SHALL BE ASSEMBLED PRIOR TO SHIPMENT TO ENSURE PROPER FIT AND BOLT ALIGNMENT.
- HEADWALLS SHALL BE FABRICATED TO ENSURE CONSTRUCTED HEADWALLS ARE VERTICAL AFTER INSTALLATION.

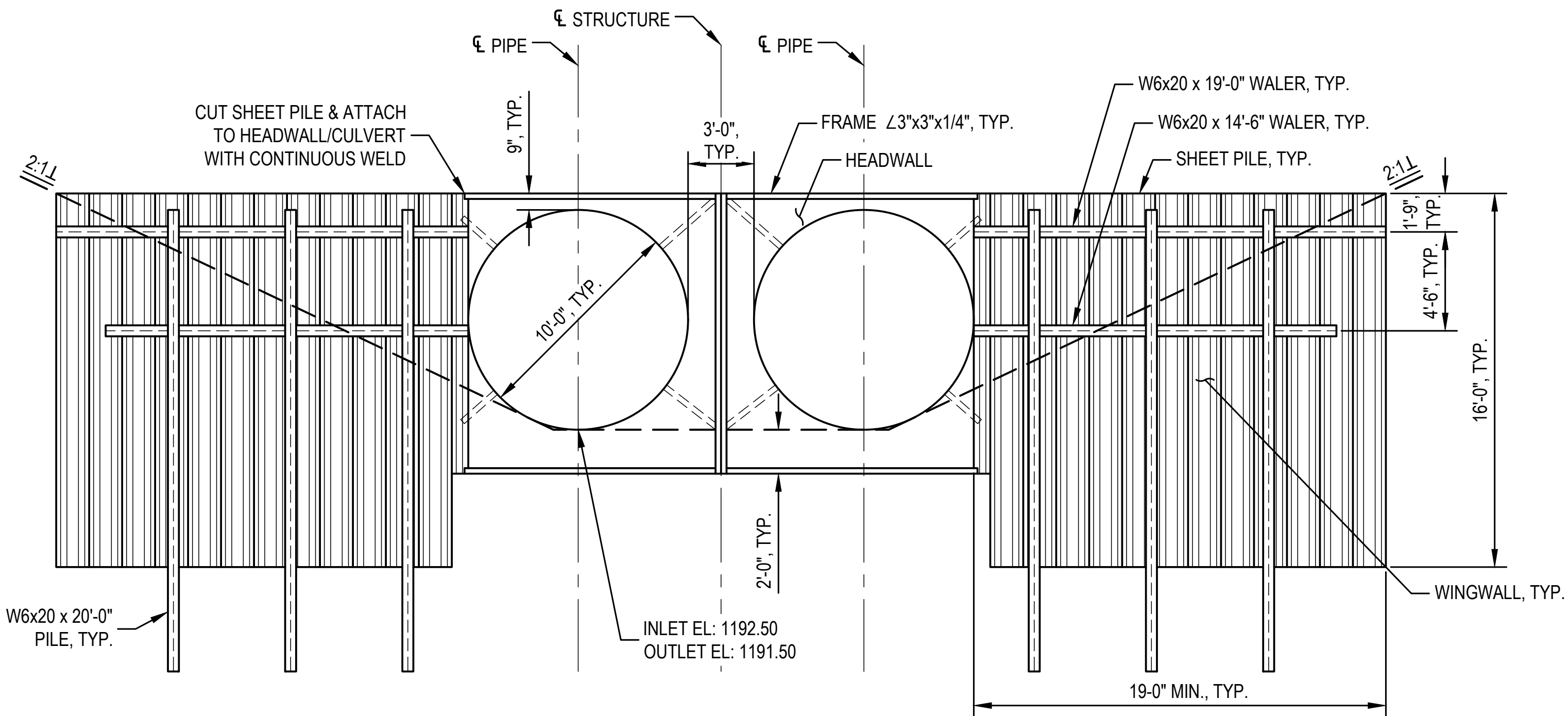
SHEET PILE NOTES:

- WELD SHEET PILE TOGETHER WITH 6" FIELD WELD AS DRIVEN TO PREVENT DRAWDOWN.
- SHEET PILE SHALL BE INTERLOCKED AT ALL LOCATIONS.
- SHEET PILE MINIMUM CAPACITY = 10,000 FOOT-POUNDS/FOOT.
- CAPACITY CALCULATED BY (YIELD STRENGTH OF STEEL x SECTION MODULUS OF SHEET x 45.83); YIELD STRENGTH IN ksi., SECTION MODULUS IN CUBIC INCHES.
- SHEET PILE MINIMUM THICKNESS = 5 GAUGE.
- SHEET PILE MAXIMUM DEPTH = 6 INCHES.
- SHEET PILE LAYOUT AND CAPACITY CALCULATIONS SHALL BE PROVIDED BY THE SUPPLIER FOR APPROVAL.



NOTE: PLAN SYMMETRICAL ABOUT CL STRUCTURE.

HEADWALL PLAN
NO SCALE



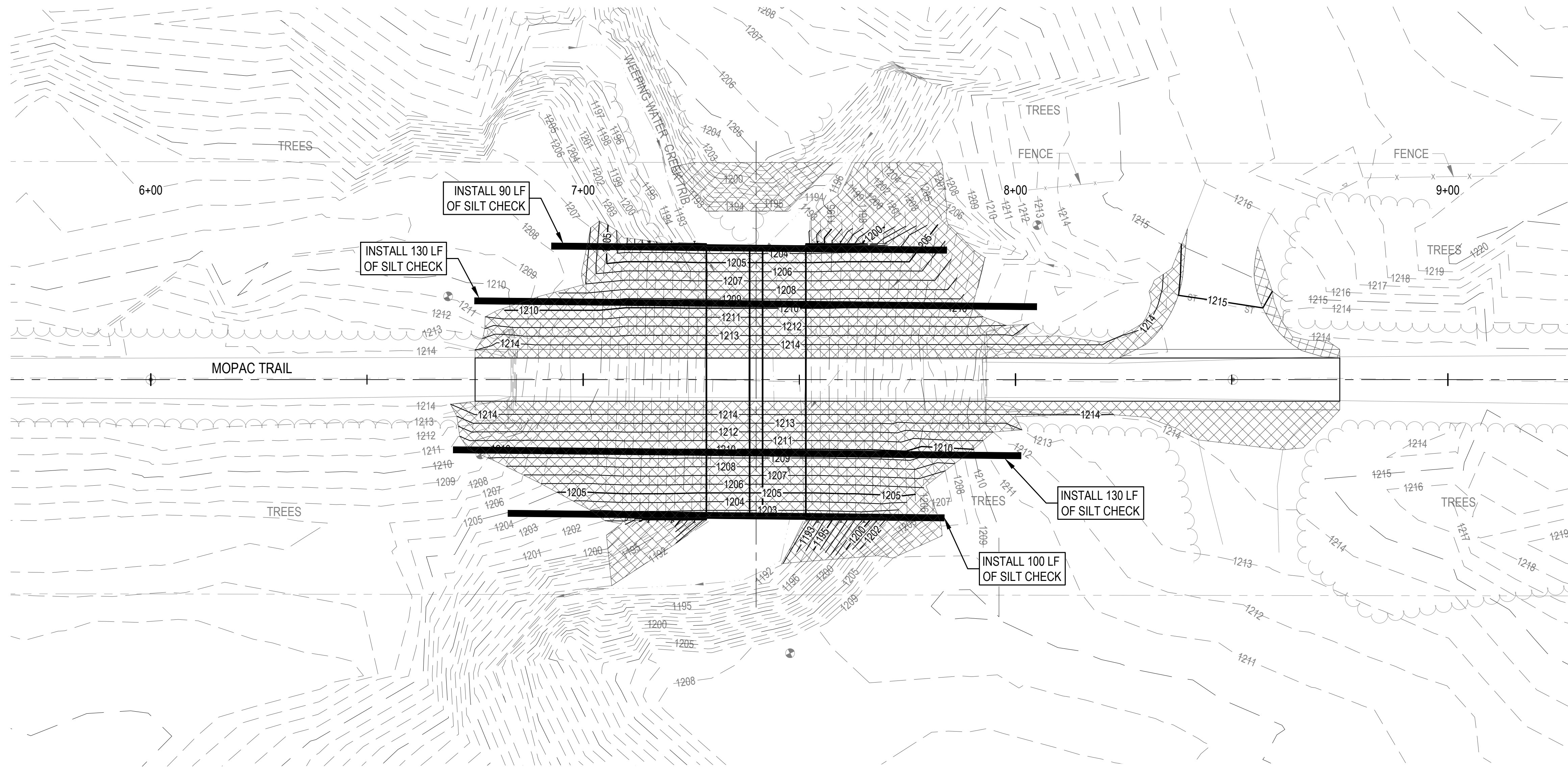
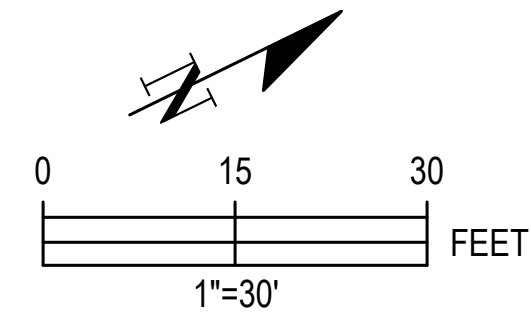
NOTE: ELEVATION SYMMETRICAL ABOUT CL STRUCTURE
MINIMUM WING WALL LENGTH FROM EDGE OF PIPE TO END OF WING.

HEADWALL ELEVATION
NO SCALE

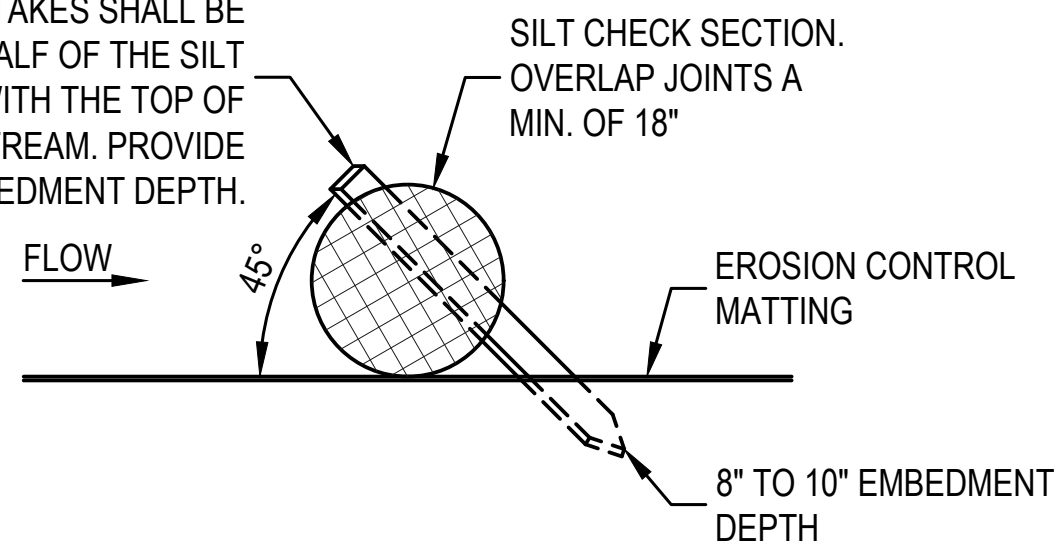
LEGEND

- 1212 --- EXISTING MINOR CONTOUR
--- 1210 --- EXISTING MAJOR CONTOUR
--- 1212 --- PROPOSED MINOR CONTOUR
--- 1210 --- PROPOSED MAJOR CONTOUR
 EROSION CONTROL, CLASS 1D
W/ TYPE A SEEDING
 SILT CHECK, TYPE 2-HIGH

NOTE: EROSION CONTROL INSTALLATION SHALL BE IN ACCORDANCE WITH NDOT STANDARD PLANS NO. 501 AND NO. 502, AND MANUFACTURERS RECOMMENDATIONS.



1" x 2" x 2'-0" MIN. NOMINAL WOODEN STAKES AT 2'-0" SPACING MAXIMUM. STAKES SHALL BE DRIVEN THROUGH THE BACK HALF OF THE SILT CHECK AT AN ANGLE OF 45° WITH THE TOP OF THE STAKE POINTING UPSTREAM. PROVIDE 8" TO 10" OF EMBEDMENT DEPTH.



SILT CHECK STAKE DETAIL
NO SCALE

EROSION CONTROL PLAN

MOPAC TRAIL BRIDGE

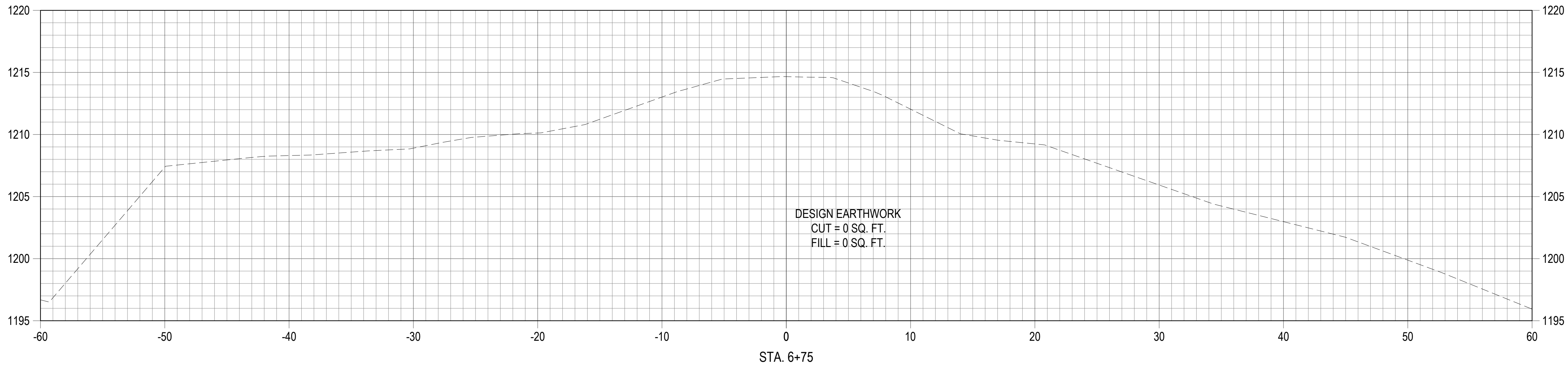
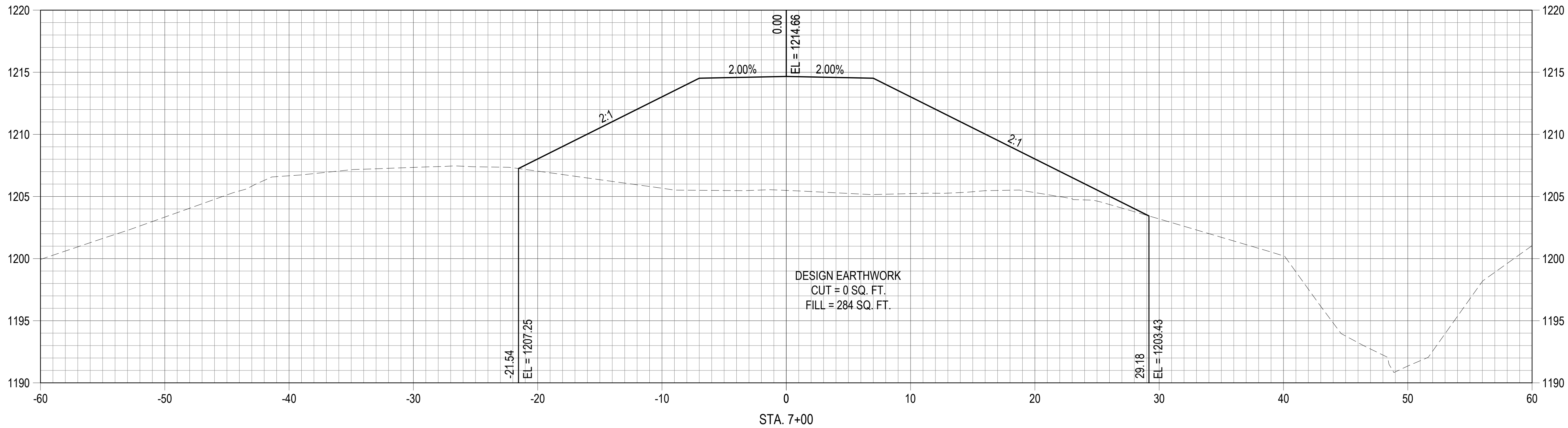
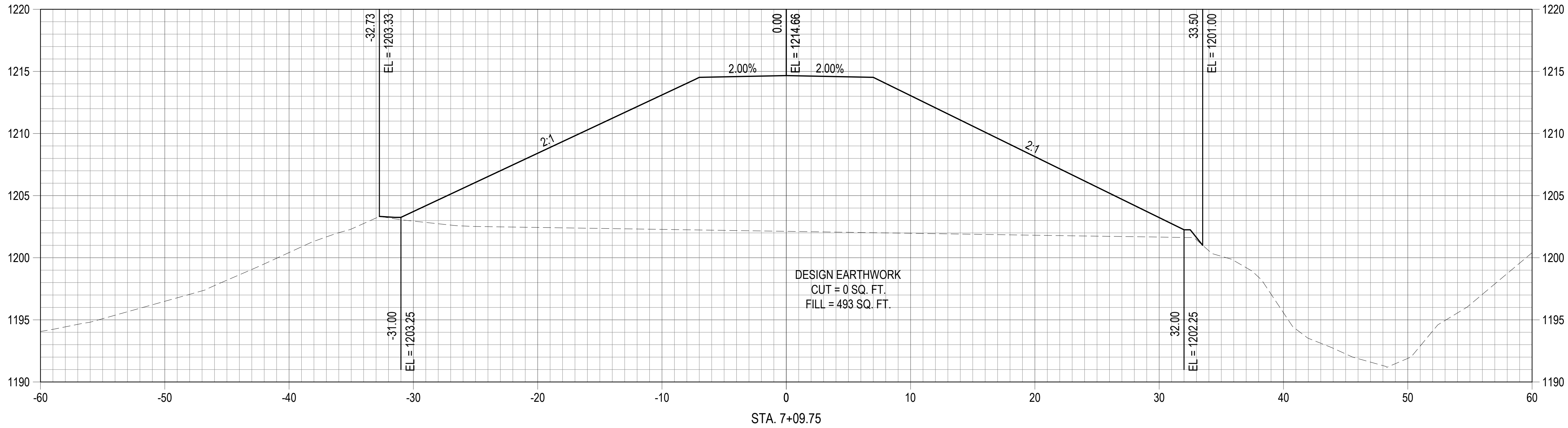
2026

CASS COUNTY, NEBRASKA



PROJECT NUMBER
25086

SHEET NUMBER
7 OF 13

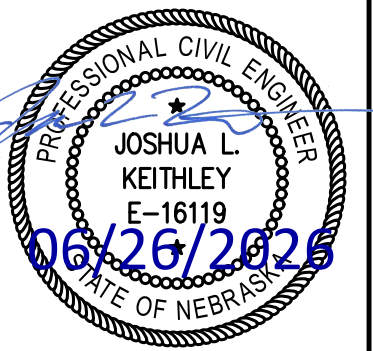


ROADWAY CROSS SECTIONS

MOPAC TRAIL BRIDGE

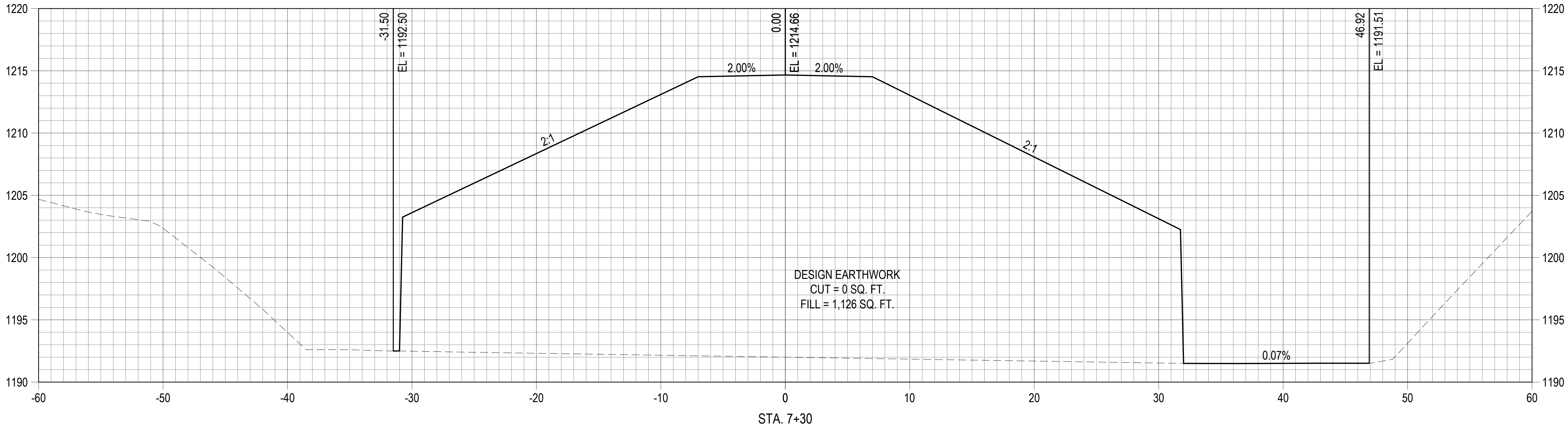
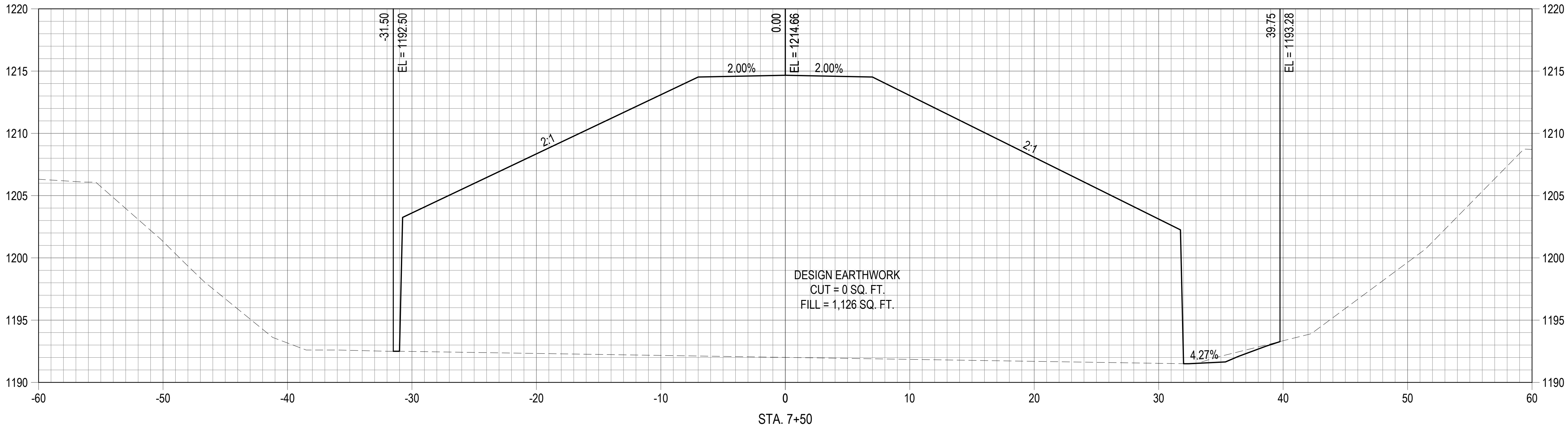
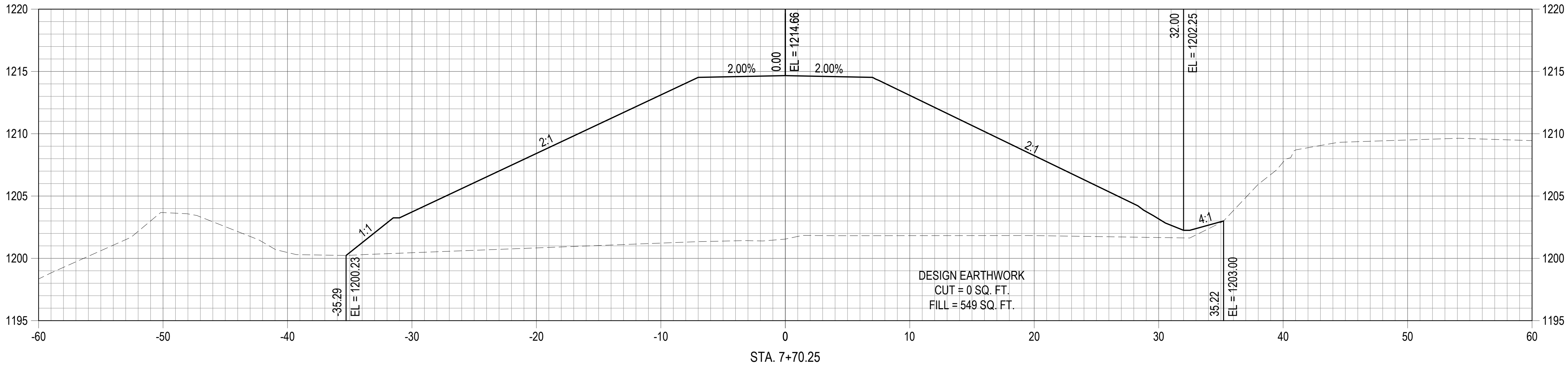
CASS COUNTY, NEBRASKA

2026



PROJECT NUMBER
25086
SHEET NUMBER
8 OF 13

SCALE:
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1" = 10' (V)

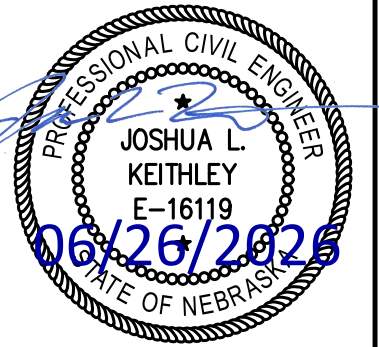


ROADWAY CROSS SECTIONS

MOPAC TRAIL BRIDGE

2026

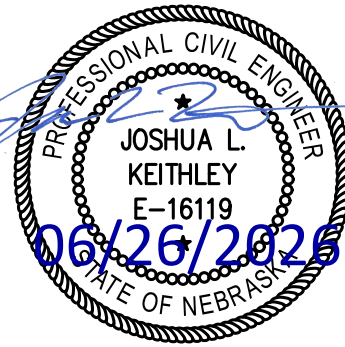
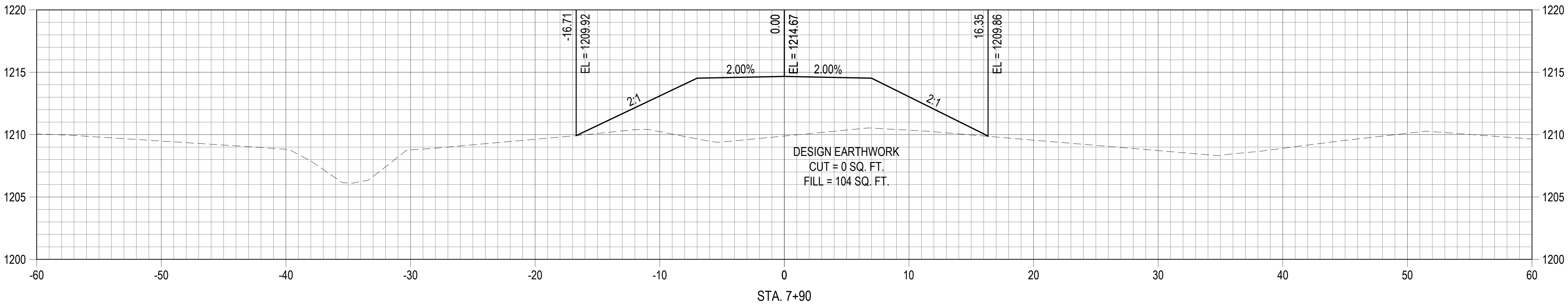
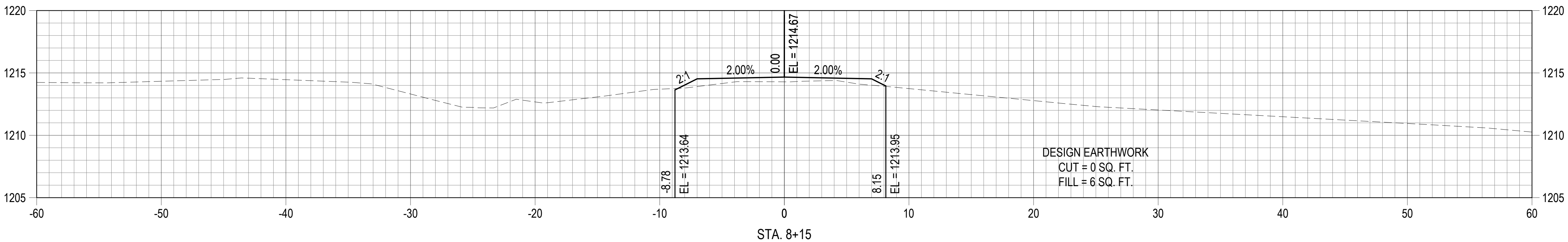
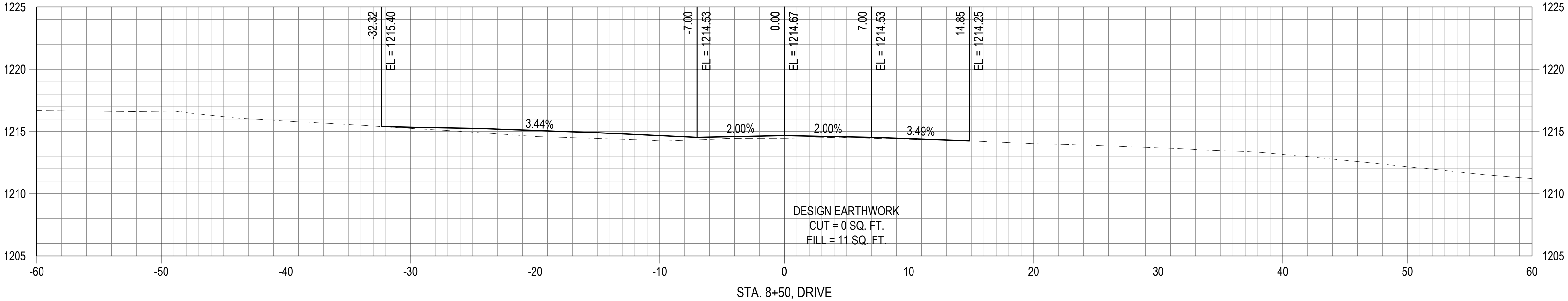
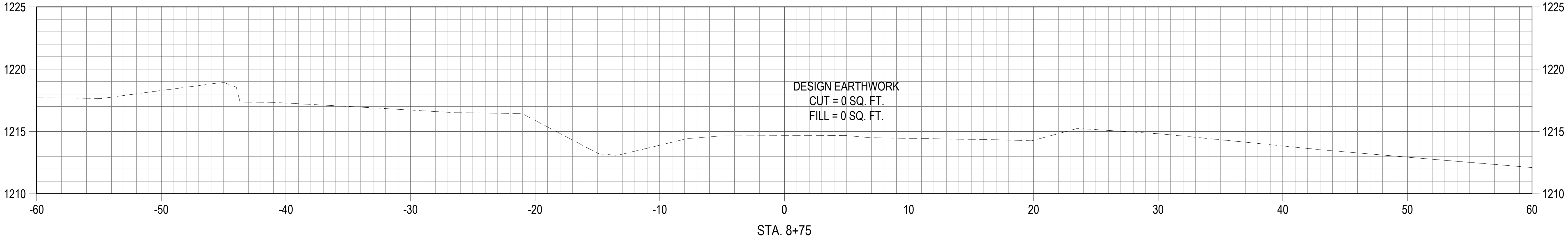
CASS COUNTY, NEBRASKA

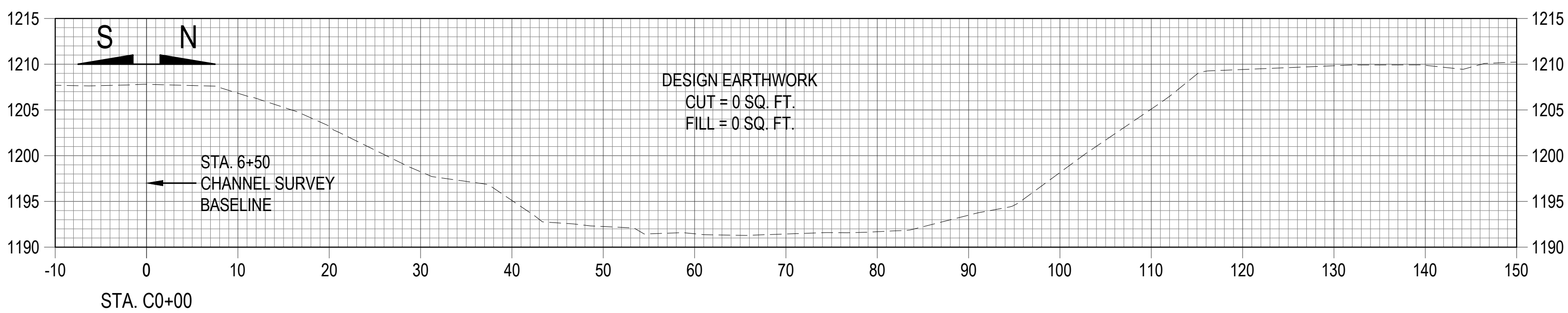
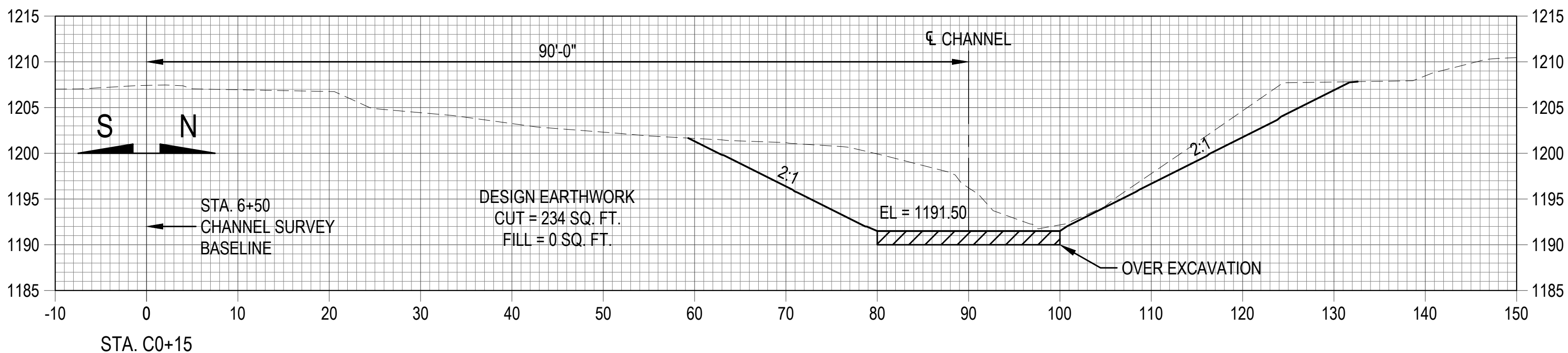
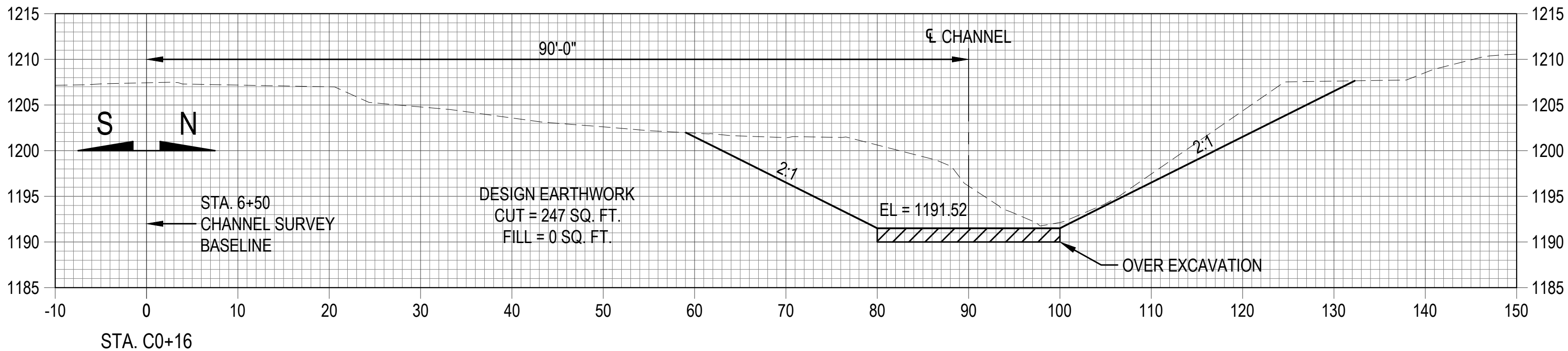
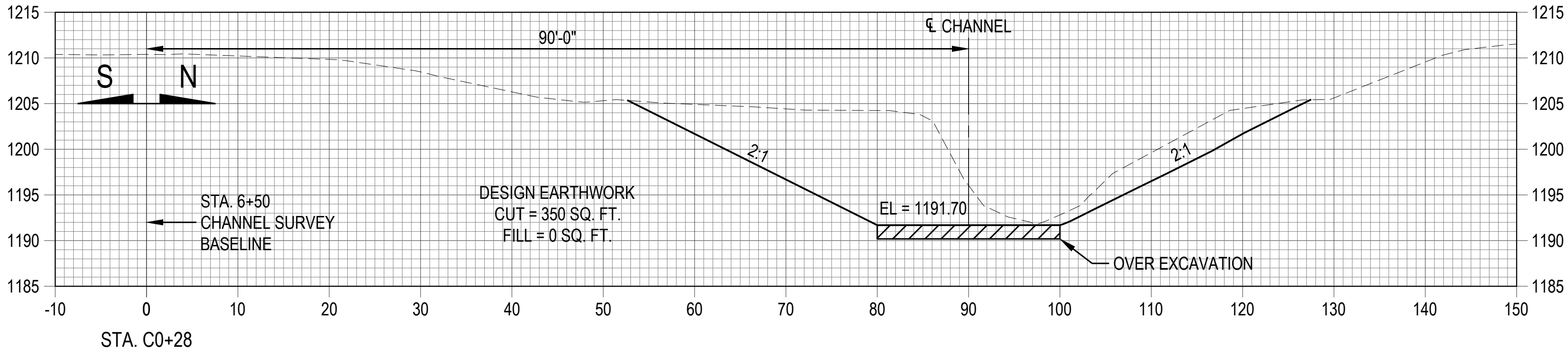


PROJECT NUMBER
25086

SHEET NUMBER
9 OF 13

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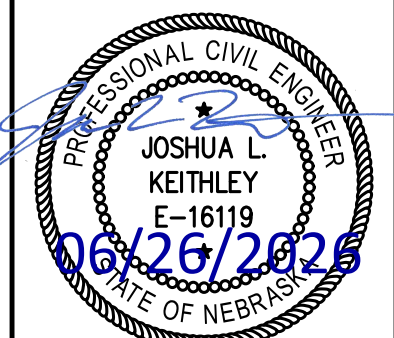


CHANNEL CROSS SECTIONS

MOPAC TRAIL BRIDGE

2026

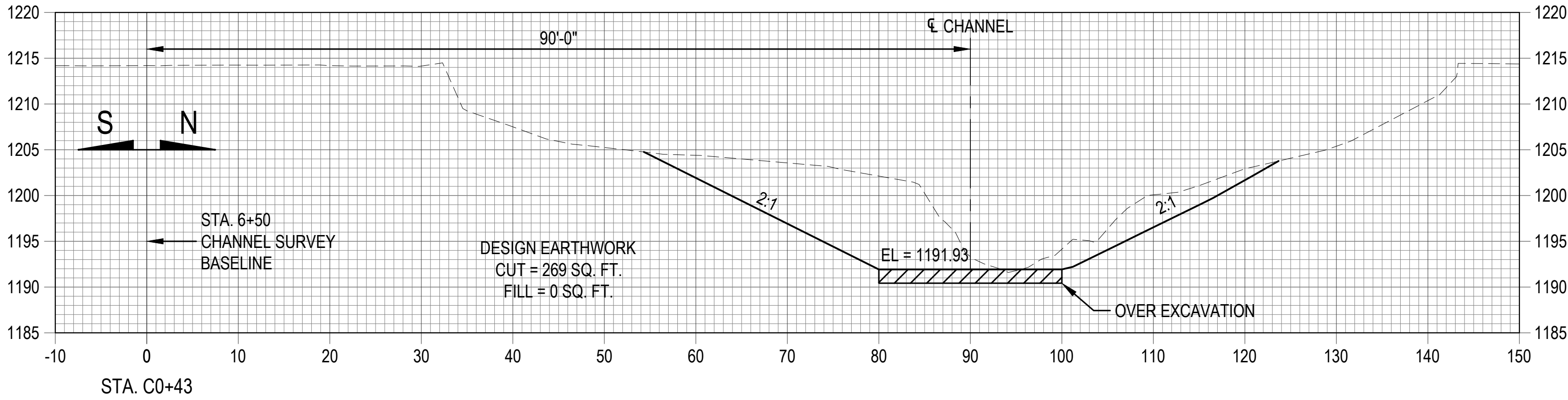
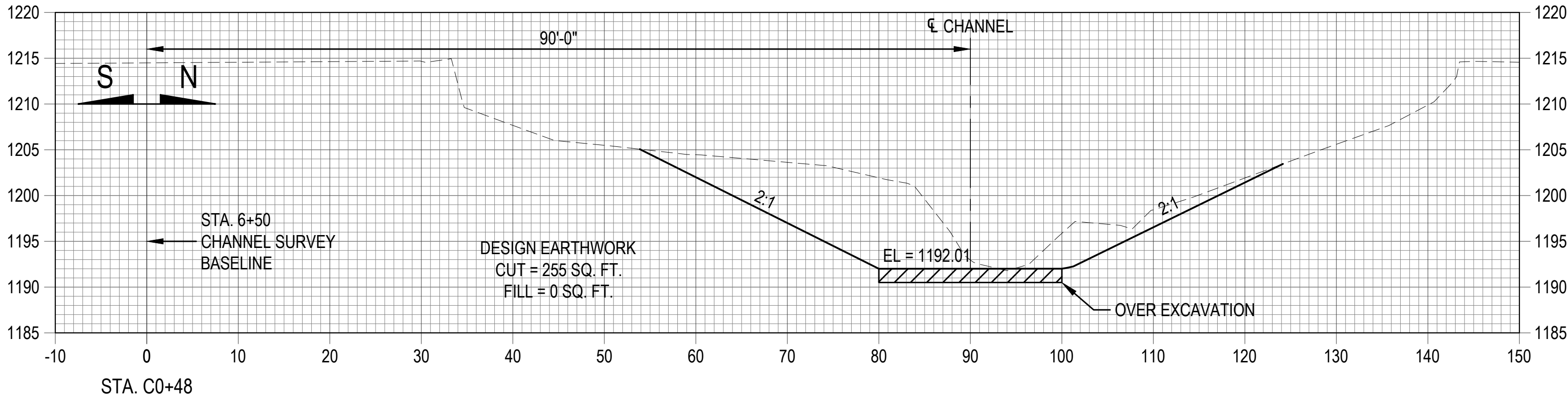
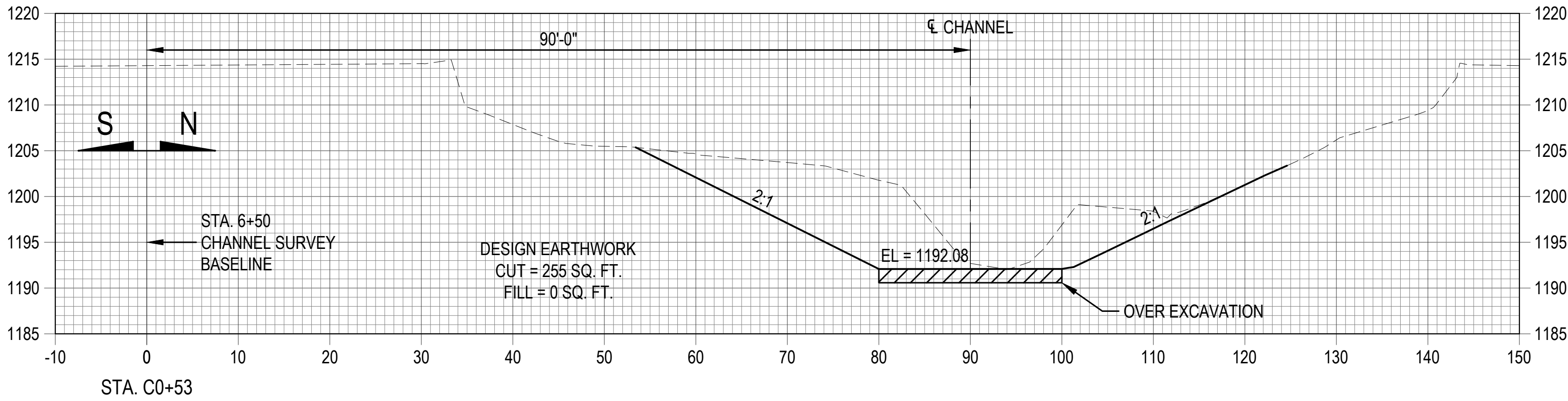
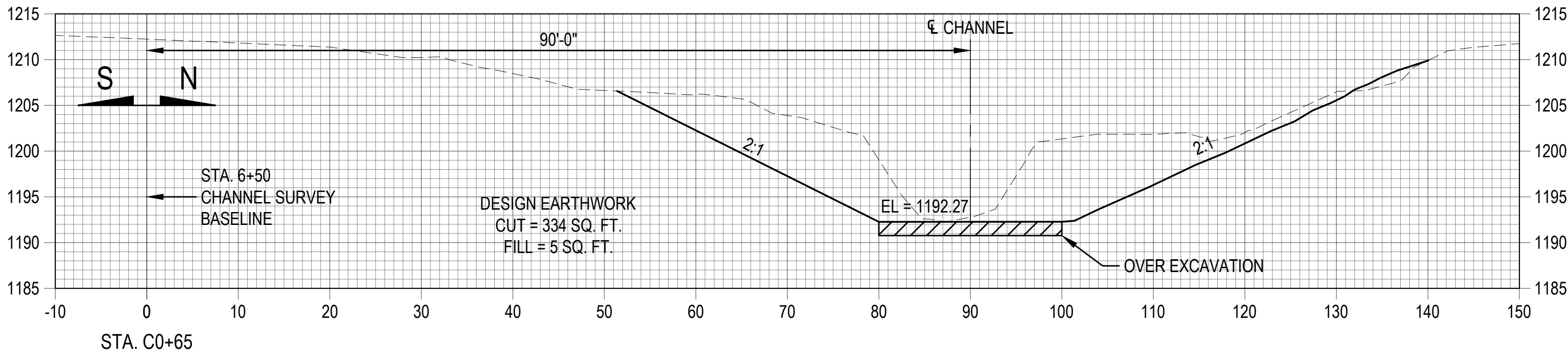
CASS COUNTY, NEBRASKA



PROJECT NUMBER
25086

SHEET NUMBER
11 OF 13

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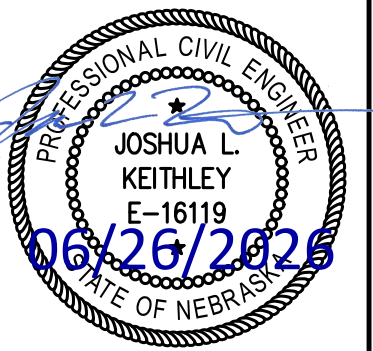


CHANNEL CROSS SECTIONS

MOPAC TRAIL BRIDGE

CASS COUNTY, NEBRASKA

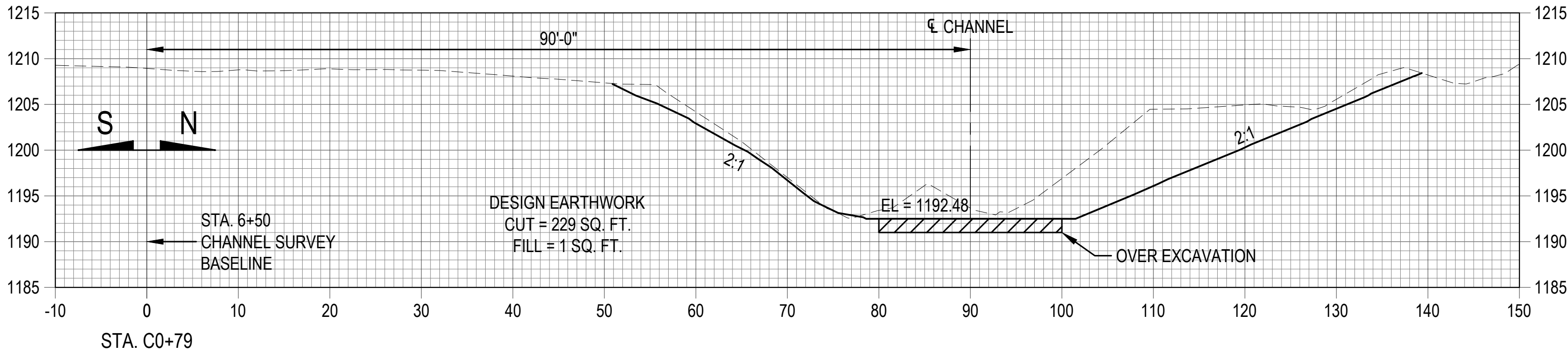
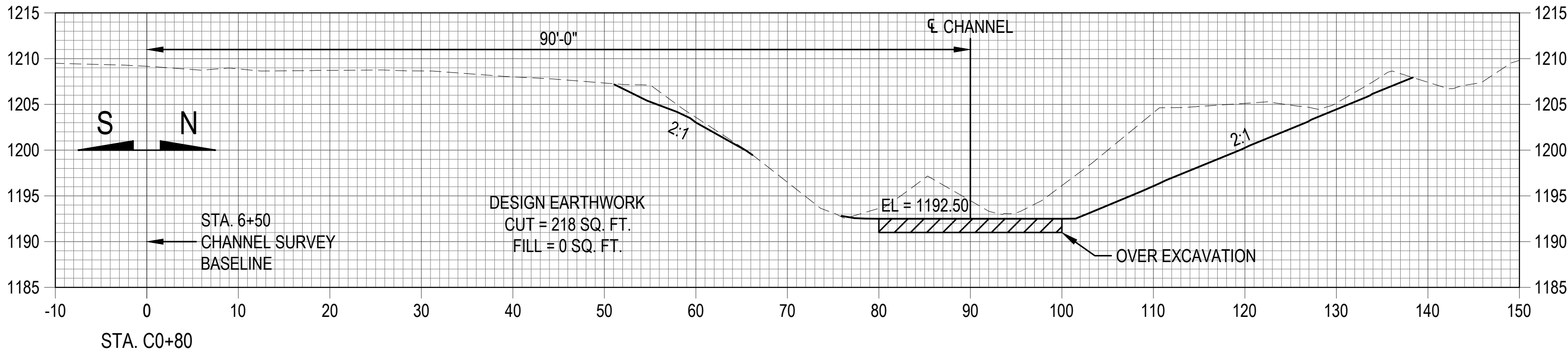
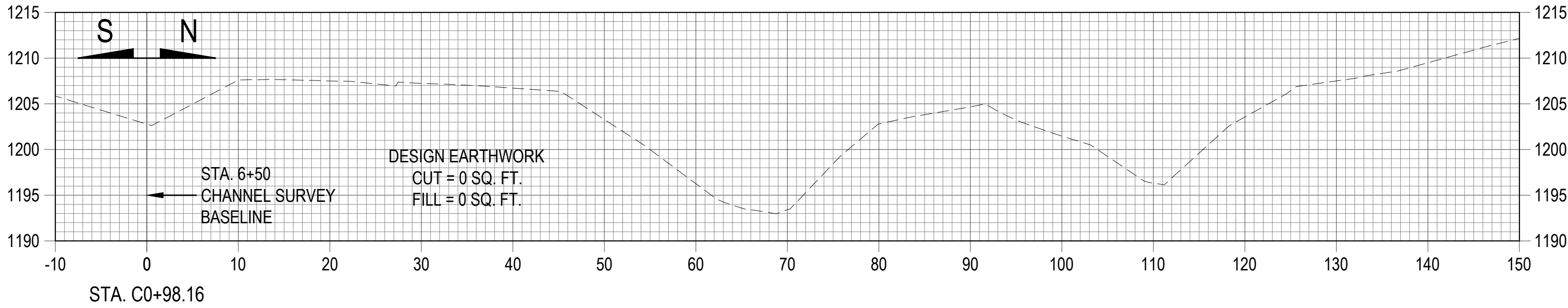
2026



PROJECT NUMBER
25086

SHEET NUMBER
12 OF 13

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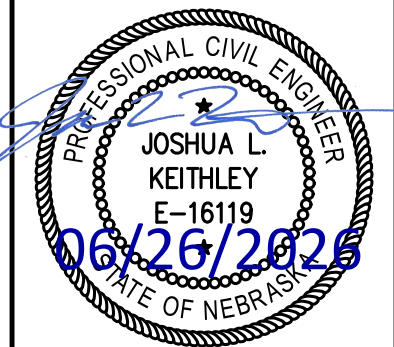


CHANNEL CROSS SECTIONS

MOPAC TRAIL BRIDGE

2026

CASS COUNTY, NEBRASKA



PROJECT NUMBER
25086

SHEET NUMBER
13 OF 13

SCALE:
1" = 20' (H)
1" = 20' (V)



**AMMENDMENT No. 1
TO AGREEMENT
FOR PROFESSIONAL SERVICES**

August 12, 2026

Mr. Eric Zach
Resource Conservationist, Lower Platte South NRD
3125 Portia Street
Lincoln, Nebraska 68521

Project: Construction Engineering Services – Amendment No. 1
2026 MoPac East Trail Bridge Replacement
MEI Project #: 25086

Mr. Zach:

Midwest Engineering, Inc. ("MEI") proposes to perform Construction Engineering Services described below pursuant to this Amendment No. 1 for Professional Services ("Amendment"), including the Attachments set forth on the following page. This Amendment is for additional services under the original Agreement for the 2026 MoPac East Trail Bridge Replacement Project ("Project") executed on October 16, 2025.

The Owner acknowledges that it has reviewed the Amendment. Should the Owner request additional work beyond the scope of this amendment, MEI will invoice the Owner for such additional services. MEI shall not commence work without the Owner's prior written approval.

DESCRIPTION:

MEI will plan to begin its Construction Engineering Services upon execution of the Agreement and will plan to complete its services in accordance with the Owner's schedule.

Services shall include: Construction Engineering Services, Construction Staking, and Construction Oversight at the Discretion of the Owner.

COMPENSATION:

Owner shall pay MEI for the performance of the services as outlined in the above description. MEI will submit invoices, pursuant to the above description and attached MEI Hourly Rates with

Project: Construction Engineering Services – Amendment No. 1
MEI Project #: 25086

payment being due within 30 calendar days of invoice date. MEI's services will be provided on a Time & Materials basis (see CE Scope and Fees) with a not to exceed total of \$48,000.00.

TERMS & CONDITIONS:

MEI and the Owner understand the risks, rewards, and benefits of the Project, and the other Attachments which make up this Amendment. The Amendment represents the entire understanding between the Owner and MEI with respect to the Project and may only be modified in writing by both parties.

Owner's designated Representative shall be:

Mr. Eric Zach – Lower Platte South Natural Resources District

Attachments

Scope of Services & Fee Descriptions

Fee Breakdown and Estimated Hours

If this Amendment satisfies your understanding of the Project and you wish to secure MEI's services, please sign in the spaces provided below. This offer will be open for acceptance for a period of 30 days from the heading date on page 1.

MIDWEST ENGINEERING, INC.

By: 
Dan Alexander, Principal

Date: August 12, 2026

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

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT - LINCOLN, NE

By: _____
Signature – Owner

Date: _____

Print Name: _____

Attest: _____

Date: _____

CONSTRUCTION ENGINEERING AND FIELD OVERSIGHT PROPOSAL

Date: August 12, 2026

Project Name: Construction Engineering Services – 2026 MoPac East Trail Bridge Replacement

Project Owner: Lower Platte South Natural Resource District

Project Description: Removal and replacement of an 8-span 110' timber bridge with twin 120" x 63' corrugated metal pipes, grading, surfacing, seeding and erosion control.

SCOPE OF SERVICES

Construction Engineering Services: Construction engineering services which shall include site visits, engineering analysis, construction staking, shop plan review, project management, project meetings, report preparation, project administration, and consultation as necessary at the discretion of the Owner.

Schedule of Fees:

Vehicle Mileage	\$ 0.75	per mile
Engineer Technician	\$ 115.00	per hour
Civil Engineer	\$ 145.00	per hour
Project Manager/Project Engineer, P.E.	\$ 205.00	per hour
Surveyor	\$ 145.00	per hour
Survey Crew (2-man)	\$ 260.00	per hour

Field and Laboratory Testing: Field and laboratory testing services as required by the scope of the project at the discretion of the Owner. Laboratory testing shall be performed by a third party at cost.

Schedule of Fees:

(Engineering Services fees above may apply.)



3260 Folkways Blvd., Suite B | Lincoln, Nebraska 68504 | Office: (402) 786-2203

Project: MoPac East Trail Bridge Replacement
Owner: Lower Platte South NRD
MEI #: 25086

	Project Manager/ Project Engineer \$205.00	Civil Engineer/ Senior CM \$145.00	Engineer Technician/ Inspector \$115.00	Surveyor \$145.00	Survey Crew (2-man) \$260.00	Mileage (Est. 25 miles one-way) \$0.75		Subtotal Hours	Subtotal Fee
Task 01 Project Management									
1-1 Kick-Off Meeting	4	8	4			50		16	\$2,477.50
1-2 Progress Reports	6	12	8					26	\$3,890.00
1-3 Project Administration (Office)	16	16						32	\$5,600.00
							Task 01 Subtotal:	74	\$11,967.50
Task 02 Office									
2-1 Shop Plan Review		2						2	\$290.00
2-2 Material Cert Verification		2						2	\$290.00
2-3 Contractor Pay Applications	3	6						9	\$1,485.00
2-4 As-Built Plans/ Project Closeout	2	4	8					14	\$1,910.00
							Task 02 Subtotal:	27	\$3,975.00
Task 03 Survey									
3-1 Initial Staking			8		16	100		24	\$5,155.00
3-2 Progress Verification (Flowlines/alignment/skew)					4	50		4	\$1,077.50
3-3 Seeding Quantity/Erosion Control				4		50		4	\$617.50
3-4 As-Built Survey					8	50		8	\$2,117.50
							Task 03 Subtotal:	40	\$8,967.50
Task 04 Inspection & Testing									
4-1 Site Prep/Bridge & Tree Removal	2	2	4			50		8	\$1,197.50
4-2 Over-excavation			8			50		8	\$957.50
4-3 Set Culverts			6			50		6	\$727.50
4-4 Backfill (Assumes 3 days to backfill)		8	24			150		32	\$4,032.50
4-5 Final Grading		2	4			50		6	\$787.50
4-6 Subgrade Prep/Base Course		2	4			50		6	\$787.50
4-7 Surface Course			4			50		4	\$497.50
4-8 Seeding/Erosion Control Installation		2	8			50		10	\$1,247.50
4-9 Site Cleanup			4			50		4	\$497.50
4-10 Final Inspection/Pictures		4	4			50		8	\$1,077.50
							Task 04 Subtotal:	92	\$11,810.00
Task 05 Soils Testing (3rd Party)*							Qty:	Unit Price:	
5-1 Soils Testing (Proctor/Atteburg Limits)							1	\$600.00	\$600.00
5-2 Compaction Testing (Each)							12	\$56.00	\$672.00
5-3 Trip Charge (Each)							5	\$152.00	\$760.00
5-4 Senior Project Engineer (Hrs)							5	\$234.00	\$1,170.00
							Task 05 Subtotal:		\$3,202.00

Totals:	33	70	98	4	28			233	\$39,922.00
								20% Contingency:	\$7,984.40
*Note: 3rd Party testing will be billed thru at actual cost.								Total Fee:	\$47,906.40

September 30, 2025

Mr. Eric Zach
Resource Conservationist
Lower Platte South Natural Resources District
PO Box 83581
3125 Portia Street
Lincoln, Nebraska 68521

Subject: Engineering Services – MoPac East Trail Bridge Replacement

Dear Mr. Zach:

The Midwest Engineering, Inc. (MEI) team greatly appreciates the opportunity to submit the enclosed proposal to provide professional services for the MoPac East Trail project, north of Elmwood. Our team currently provides professional services to a wide range of clients, including city and county governments, the Nebraska Department of Transportation, and a variety of private clients. It is our goal to not only deliver quality services, but to also build a long-term working relationship with the Lower Platte South Natural Resources District for dependable and cost-effective engineering solutions.

Our team is made up of several licensed engineers dedicated to becoming the premier provider of engineering services to local agencies in the state of Nebraska. Our professionals have diverse backgrounds and will utilize over 70 years of combined industry experience to ensure an unparalleled level of service to our clients.

We pride ourselves on being able to provide a complete project in-house. This allows us to maintain control of schedules and costs, in order to keep the project on-schedule and within budget. Based on the information provided, we have the experience and expertise in-house for this project, foregoing the need for any subconsultants. However, in the event that an issue arises beyond our capabilities, we have a network of consultants we have built relationships with to bolster our design team if the need arises.

It would be a true honor to be selected by the Lower Platte South Natural Resources District to provide the requested professional services. We can assure you that this project will receive nothing but the highest priority by our team and are hoping for the opportunity to prove that. Again, thank you for considering Midwest Engineering, Inc.

Best Regards,



Joshua L. Keithley, P.E.
Principal

Proposal & Scope for Professional Engineering Services -

**MoPac East Trail Bridge Replacement
North of Elmwood, Nebraska**

Lower Platte South Natural Resources District

September 30, 2025

Prepared For:



LOWER PLATTE SOUTH
natural resources district

Prepared By:



MIDWEST ENGINEERING, INC

3260 Folkways Blvd., Ste. B - Lincoln, NE 68504

402.786.2203 - www.midweste.com

Section 1: Project Description

The project site is located on the MoPac East Trail, northeast of Elmwood, Nebraska. The Lower Platte South Natural Resources District (LPSNRD) desires to develop construction plans and specifications for the replacement of an existing 110-foot timber bridge over an unnamed tributary to Weeping Water Creek. Such replacement is to provide safe passage to trail users, with additional considerations for LPSNRD maintenance equipment. It is anticipated the replacement structure will likely be a culvert or battery of culverts. Scope will include all construction plans and specifications and environmental permitting. Construction will include removal of the existing bridge, installation of the replacement culverts, grading and surfacing as well as all the necessary ancillary construction items.



Project Location Map

Section 2: Scope of Services

Task 100 – Project Management:

1. Attend up to two (2) in-person update meetings during the project.
2. Perform management over staff performing work on the project, provide written updates to the Owner, and prepare monthly invoicing and progress reports for the project.

Task 200 – Project Kick-off:

1. Conduct a kick-off meeting and site visit with the Owner
2. During the kickoff meeting or early in design, information will be confirmed with Owner that will aid in the overall design development.
 - a. Existing Right-of-Way information/Easements
 - b. Material preferences:
 - i. Preferred pipe material
 - ii. Surfacing materials/specs
 - iii. Other design considerations/preferences

Task 300 – Topographic Survey:

1. Research and Desktop Review
 - a. Research for corner ties and property information
 - b. Research/coordinate with Owner on utility location information
 - c. Prepare a survey line-out
 - d. Submit 1-Call (Diggers ticket)
2. Collect Field Data to include:
 - a. Existing control data (including existing property pins, if available)
 - b. Set temporary control as necessary
 - c. Topo items
 - d. Marked utilities
 - e. Ground surface data
 - f. Wetland delineation boundary
 - i. Delineation data sheets for stream crossing location
3. Reduce survey data and develop base drawings

Task 400 – Preliminary Design:

1. Develop preliminary roadway model
 - a. Horizontal alignments
 - b. Vertical alignments
 - c. Typical sections
 - d. Preliminary earthwork comps
2. Preliminary Hydrologic and Hydraulic analysis of stream crossing
 - a. Drainage area and flow rate calculations
 - b. Develop existing hydraulic run
 - c. Determine preliminary structure type/size options
 - d. Develop rating curve comparison

- e. Prepare and submit options for stream crossing structure
- 3. Prepare 30% roadway plan set for Owner review and comment
 - a. Cover, Typicals, General Information Sheets
 - b. Plan Sheets
 - i. Roadway (plan and profile)
 - ii. Drainage structure cross section(s)
 - iii. Roadway cross sections
- 4. Prepare preliminary US Army Corp. of Engineers (USACE) Section 404 application package
 - a. Construction impacts
 - b. Wetland delineation memorandum
 - c. Site photos
 - d. Delineation data sheets
 - e. PCN Form
- 5. Conduct an internal QA/QC and adjust plan sheets as necessary
- 6. Present 30% plan sheets to Owner for review/comments

Task 500 – Final Design:

- 1. Final Design Alignment Adjustments
 - a. Adjust roadway alignments per Owner comments
- 2. Final hydraulic analysis and prepare hydraulic data sheet
- 3. Prepare additional plan sheets as necessary:
 - a. Standard notes
 - b. Special details
 - c. Standard details
- 4. Prepare 90% roadway plan sheets
- 5. Prepare 90% structural plan sheets for selected stream crossing structure
- 6. Compute/update construction quantities
- 7. Update/finalize US Army Corp. of Engineers Section 404 application package
- 8. Prepare a 90% opinion of probable cost for construction
- 9. Conduct an internal QA/QC and adjust plan sheets as necessary
- 10. Present 90% plan package to Owner for review/comments

Task 600 – Design Finalization:

- 1. Adjust plan sheets per Owner comments
- 2. Sign and seal plan sheets by an engineer licensed in the State of Nebraska
- 3. Prepare and submit USACE Nationwide PCN Permit Application
- 4. Prepare final engineer's estimate of probable construction costs
- 5. Deliver signed and sealed Bid Documents, to include:
 - a. Signed and Sealed construction plans
 - b. Signed and sealed construction specifications

Task 700 – Bidding Assistance

- 1. Publish "Notice to Bidders" on MEI Website and plan room
- 2. Publish Bid Documents on MEI's plan room, available for Contractor download

3. Send courtesy notifications to potential bidders
4. Attend Board meeting to discuss letting and/or answer questions (if requested)
5. Attend Bid Opening (if requested)
6. Prepare Bid Tabulations for Owner and post on MEI's website
7. Prepare Contract for selected bidder

Assumptions and Exclusions:

1. Legal survey, or work requiring a licensed surveyor (LS) is excluded
2. Geotechnical borings and geotechnical report will not be provided
3. Environmental clearances and permits limited to Nationwide Permit – additional services will be required if an individual permit is necessary.
4. All permit fees will be paid by Owner
5. This scope reflects construction in a single phase.
6. Stormwater Pollution Prevention Plan (SWPPP) is not included in the design scope, but will be included in the Construction Engineering Services amendment if required.
7. Construction Engineering Services are not included in the design scope, but can be provided through an amendment, or under a separate contract.
8. Post-construction monitoring is excluded

Section 3: Estimated Project Schedule

Project Initiation	October 2025
Project Kick-off	October 2025
Data Collection	October - November 2025
Preliminary Design (30%)	December 2025
Final Design (90%)	January 2025
Design Finalization	January – February 2025
Bidding/Contracting	February – March 2025

*Note – Wetland delineation must occur during the growing season (typically mid-April to mid-October). If Notice to Proceed is granted prior to the end of the growing season, the wetland delineation will be performed this season, otherwise, wetland delineation and associated tasks will be delayed until the beginning of the next season.

Section 4: Consulting Budget Estimate

The Scope of Services tasks listed in Section 2 of this proposal provide an outline of the professional services to be provided under this contract. Additional services not identified in the scope of services would be negotiated prior to commencing work.

This proposal and Scope of Services is intended to provide a complete construction project. The Owner should be aware that partial work and/or construction phasing may require additional design work to ensure the phases are cohesive when fully complete. We are open to discussion and working with the Owner to make any changes or amendments to the scope to better align with the goals of the Owner.

Project Hours by Task

Task No.	Task Description	Hours
100	Project Management	16
200	Project Kick-Off	20
300	Topographic Survey	61
400	Preliminary Design	135
500	Final Design	160
600	Design Finalization	17
700	Bidding Assistance	15
Total Hours:		424

Project Cost by Task

Task No.	Task Description	Subtotal
100	Project Management	\$ 2,800.00
200	Project Kick-Off	\$ 3,140.00
300	Topographic Survey	\$ 8,265.00
400	Preliminary Design	\$ 19,555.00
500	Final Design	\$ 21,920.00
600	Design Finalization	\$ 2,405.00
700	Bidding Assistance	\$ 2,515.00
Total:		\$ 60,600.00

Project Hours by Discipline

Discipline	Hours
Project Manager (MEI)	132
Design Engineer (MEI)	144
CAD Technician Intern (MEI)	148
Total Hours:	424

Project Cost by Discipline

Discipline	Labor Rate	Subtotal
Project Manager (MEI)	\$205.00	\$27,060.00
Design Engineer (MEI)	\$125.00	\$18,000.00
CAD Technician Intern (MEI)	\$105.00	\$15,540.00
Total:		\$60,600.00



AGREEMENT FOR PROFESSIONAL SERVICES

September 30, 2025

Lower Platte South Natural Resources District
PO Box 83581
3125 Portia Street
Lincoln, Nebraska 68521

Project: Engineering Services – MoPac East Trail Bridge Replacement

To Whom it May Concern:

It is our understanding that the Lower Platte South Natural Resources District ("Owner") requests Midwest Engineering, Inc. ("MEI") to perform services described in the attached Proposal & Scope of Services pursuant to this Agreement for Professional Services ("Agreement"), including the Attachments set forth on the following page.

The Owner acknowledges that it has reviewed the Proposal & Scope of Services, along with the Attachments. Should the Owner request additional work, MEI will invoice the Owner for such additional services. MEI shall not commence work without the Owner's prior written approval.

SCHEDULE:

Please see tentative schedule within the Proposal & Scope of Services.

MEI will plan to begin its services upon execution of the Agreement and will plan to complete its services as set forth in the tentative schedule. However, it is understood that the tentative schedule and any milestones are approximate only. MEI reserves the right to adjust its schedule at its sole discretion, for any reason, including, but not limited to, delays caused by the Owner or delays caused by third parties.

COMPENSATION:

Owner shall pay MEI for the performance of the services as outlined in the Proposal & Scope of Services attached hereto. MEI will submit progress invoices, pursuant to Section 4 of the Proposal, with payment being due within 30 calendar days of invoice date. MEI's scope of services will be provided for a Lump Sum fee of \$60,600.00.

TERMS & CONDITIONS:

MEI and the Owner understand the risks, rewards, and benefits of the Project, the Proposal & Scope of Services, and the other Attachments which make up the Agreement. The Agreement represents the entire understanding between the Owner and MEI with respect to the Project and may only be modified in writing by both parties.

Owner's designated Representative shall be:

Eric Zach
(Name)

Resource Conservationist
(Title)

Attachments

Proposal & Scope of Services
General Provisions

If this Agreement satisfies your understanding of the Project and you wish to secure MEI's services, please sign in the spaces provided below. This offer will be open for acceptance for a period of 30 days from the heading date on page 1.

MIDWEST ENGINEERING, INC.

By: [Signature]
Josh Keithley, Principal

Date: September 30, 2025

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

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

Accepted: [Signature]
Signature – Owner

Date: 10/14/2025

Print Name: David Potter

Attest: [Signature]

Date: 10/16/25

GENERAL PROVISIONS

These General Provisions are attached to the respective letter Agreement for Professional Services dated September 30, 2025.

ARTICLE 1 – MEI'S SCOPE OF SERVICES

MEI shall perform the engineering services necessary to design the Project set forth in this Agreement and as outlined in the Proposal & Scope of Services, which is attached. The Proposal & Scope of Services does not include Construction Phase Services or Additional Services indicated in Articles 3.3 and 3.4. Construction Phase Services or Additional Services may be authorized by the Owner under a Supplemental Agreement(s).

ARTICLE 2 - RELATIONSHIP OF THE PARTIES AND STANDARD OF CARE

2.1 MEI accepts the relationship of trust and confidence established by this Agreement and shall cooperate and exercise skill and judgment in furthering the interests of the Owner. MEI represents that it possesses the requisite skill, expertise, and licensing to perform the required services. The Owner and MEI agree to work together based on mutual trust, good faith and fair dealing, and shall take reasonable actions to enable each other to perform this Agreement in a timely, efficient and economical manner. The Owner and MEI shall promote cooperation among all Project participants.

2.2 Neither MEI nor any of its agents or employees shall act on behalf of or in the name of the Owner except as provided in this Agreement or unless authorized in writing by the Owner.

ARTICLE 3 - MEI RESPONSIBILITIES

3.1 GENERAL PROJECT REQUIREMENTS AND RESPONSIBILITIES

3.1.1 MEI shall assist the Owner in determining and developing the Project requirements and shall not proceed with the development of any successive design documents until receiving written approval from the Owner. The Project requirements shall be described in the Proposal & Scope of Services attachment.

3.1.2 MEI shall not be responsible for the acts or omissions of the Owner, the Contractor and Subcontractors, and their respective agents or employees, or any other persons or entities performing work on

the Project who are not under the direct control or authority of MEI.

3.1.3 MEI shall provide services promptly so as not to delay the Owner, the Contractor, Subcontractors or Others.

3.2 BASIC SCOPE OF SERVICES

MEI's Tentative Schedule, Basic Scope of Services, and Cost Breakdown of Basic Scope of Services are defined in the Proposal & Scope of Services attachment.

3.3 CONSTRUCTION PHASE SERVICES

3.3.1 Construction Phase Services are not included in the Basic Scope of Services and may be authorized by the Owner under a Supplemental Agreement or Amendment.

3.3.2 Construction Phase Services include, but are not limited to the following: coordinate the project schedule with the schedule of work submitted by the Contractor, prepare change orders and any documents needed in conjunction with the change orders, respond to Contractor requests for information, interpretations and clarifications of the drawings and specifications, review shop drawing and product data submittals for compliance and conformance with the Contract Documents, make Worksite visits to become familiar with the quality of Work, provide written reports of the progress of the Work, photographs of the Work, prepare Contractor applications for payment, and any other Construction Phase Services requested by the Owner.

3.4 ADDITIONAL SERVICES

3.4.1 Additional Services are not included in the Basic Scope of Services and may be authorized by the Owner under a Supplemental Agreement or Amendment.

3.4.2 Additional Services include, but are not limited to the following: sources of Project financing, appraisals of existing equipment or facilities, subsurface investigations, verification of Owner provided As-built drawings and information, renderings or models of the Project, inventory and evaluation of existing materials or equipment that may be considered for incorporation into the Project, making revisions to the Approved Construction Documents due to

causes beyond the control of MEI, services supporting the procurement of materials for work to be performed by the Owner, services in connection with the repair or replacement of an insured loss.

3.5 SUBCONSULTANTS

3.5.1 MEI may utilize as necessary in its discretion subconsultants and other subcontractors. MEI warrants and represents that itself, subconsultants, and subcontractors are qualified, licensed, registered and authorized by law to perform the Services under this Agreement. MEI will be paid for all services rendered by its subconsultants and subcontractors as set forth in this Agreement.

3.5.2 MEI shall obtain approval from the Owner before engaging the services of any Subconsultant or Subcontractor. Approval by the Owner shall not create a contractual relationship between the Owner and Subconsultant or Subcontractor, except that the Owner shall be considered the intended beneficiary of the performance of their services. MEI shall bind its Subconsultants and Subcontractors in the same manner as MEI is bound to the Owner under this Agreement.

ARTICLE 4 – OWNER’S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY OWNER

4.1.1 Owner shall furnish or provide the information and services below to MEI in a timely manner, and MEI may rely upon the completeness and accuracy of such information in performing its services.

4.1.1.1 Any existing borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspection of samples; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning of deed restrictions; benchmarks and reference points for construction unless included in Basic Scope of Services.

4.1.1.2 Construction Phase Inspection and testing as mutually agreed upon.

4.1.1.3 Access for MEI to enter upon public and private property necessary to perform its services on the Project.

4.1.1.4 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

4.1.1.5 Pay all costs incident to obtaining bids or proposals from Contractor(s).

4.1.1.6 Pay all permit application review costs for government authorities having jurisdiction over the Project.

4.1.1.7 Unless otherwise provided, necessary approvals, plan review, rezoning, easements and assessments, fees, and charges required for construction, use, occupancy or renovation, including legal and other required services.

4.1.2 Owner shall give prompt written notice to MEI whenever it becomes aware of any defects, errors, inconsistencies, and omissions it discovers in the Construction Documents; however, nothing in this Subparagraph shall relieve MEI of responsibility for its own defects, errors, inconsistencies, and omissions.

4.2 OWNER’S REPRESENTATIVE

The Owner’s representative is identified in the Agreement for Professional Services.

4.2.1 The Owner’s representative shall be fully acquainted with the Project.

4.2.2 The Owner’s representative agrees to furnish required information and services so as to not delay the services of MEI.

4.2.3 The Owner’s representative shall have the authority to bind the Owner in all matters requiring Owner’s approval, authorization, or written notice.

4.3 ROYALTIES, PENALTIES AND COPYRIGHTS

The Owner shall pay all royalties and license fees of any patented or copyrighted materials, methods or systems required by the Owner and incorporated in the design documents of MEI. The Owner shall indemnify and hold harmless MEI from all claims for infringement of any patent rights or copyrights arising

out of any patented or copyrighted materials, methods or systems required by the Owner or used by the Contractor but not required by the Owner or MEI.

ARTICLE 5 – TIME

5.1 TIME FOR SERVICES

MEI shall provide the Services outlined in the Basic Scope of Services Attachment in conformance with the Tentative Schedule within the Basic Scope of Services Attachment as approved by the Owner. MEI's services and fee have been agreed to and is based upon orderly and continuous progress of the Project through completion of the Construction Documents. If completion of Construction Documents is not achieved by the dates or periods of time indicated in the Tentative Schedule through no fault of MEI, MEI's Fee shall be equitably adjusted. If the Owner has requested changes in scope, extent, or character of the Project, the time of performance of MEI's services shall be adjusted equitably.

ARTICLE 6 – COMPENSATION AND PAYMENTS

6.1 COMPENSATION FOR BASIC SCOPE OF SERVICES

Owner agrees to pay MEI the amounts due for Services rendered and expenses within thirty (30) days after MEI has provided its invoice for such Services. In the event the Owner disputes any invoice item, Owner shall give MEI written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay MEI the undisputed portion of the invoice according to the provisions hereof.

6.2 CONSTRUCTION PHASE SERVICES AND ADDITIONAL SERVICES

MEI shall be compensated for Construction Phase Services and Additional Services under a Supplemental Agreement, or Amendment, to this Agreement.

6.3 REIMBURSABLE EXPENSES

MEI shall be compensated for Reimbursable Expenses described in MEI's Reimbursable Expense Schedule at their actual cost.

ARTICLE 7 – INDEMNITY, INSURANCE AND WAIVER OF SUBROGATION

7.1 INDEMNITY

MEI and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or

costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.2 INSURANCE

MEI agrees to purchase at its own expense Worker's Compensation insurance, Professional Liability insurance and Commercial General Liability insurance and will upon request, furnish insurance certificates to the Owner. MEI agrees to purchase additional insurance as requested by the Owner (assuming such insurance is readily available), provided any additional premiums are reimbursed by the Owner.

7.3 PROPERTY INSURANCE AND WAIVER OF SUBROGATION

7.3.1 The Owner shall provide property insurance that names MEI and its subconsultants as named additional insureds. The Owner shall furnish to MEI certificates of insurance evidencing such coverages.

7.3.2 The Owner and MEI waive all rights against each other and the Contractor, Subcontractors, and Sub-subcontractors for loss or damage to the extent covered by property insurance, except such rights as they may have to the proceeds of such insurance. The Owner and MEI shall require similar waivers from all of their consultants retained for the Project.

ARTICLE 8 – TERMINATION

8.1 TERMINATION BY EITHER PARTY

Either Party may terminate this Agreement upon seven (7) days written notice if the other Party materially breaches its terms through no fault of the initiating Party.

8.2 TERMINATION BY OWNER FOR CONVENIENCE

The performance of the Work under this Agreement may be terminated for any reason by the Owner, in whole or in part, any time, upon seven (7) days written notice. In the event of a termination for convenience, MEI will stop work and follow the Owner's instructions for terminating the Project. In such event, MEI may recover from the Owner payment for all Services

performed in accordance with this Agreement, and any proven loss, cost or expense in connection with the Service, including those resulting from the termination.

ARTICLE 9 – DISPUTE RESOLUTION

9.1 CONTINUANCE OF SERVICES AND PAYMENT

Unless otherwise agreed in writing, MEI shall continue to perform its Services during any dispute mitigation or resolution proceeding. If MEI continues to perform, the Owner shall continue to make payments in accordance with the Agreement for the amounts not in dispute.

9.2 DIRECT DISCUSSIONS

If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the dispute remains unresolved after thirty (30) days from the date of first discussion, the Parties shall submit such matter to the dispute mediation procedures.

9.3 MEDIATION

If direct discussions do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation. The Parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. The third party mediator shall be qualified to evaluate the performance of both Parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within thirty (30) days of their selection and shall attempt to resolve the dispute within sixty (60) days of first meeting. The costs of mediation shall be shared equally by the Parties.

9.4 BINDING DISPUTE RESOLUTION

If the matter remains unresolved after submission of the matter to mediation, the Parties shall submit the matter to litigation in the state or federal court having jurisdiction of the matter in the location of the Project.

9.4.1 The costs of any binding dispute resolution processes shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

9.4.2 VENUE The venue of any binding dispute resolution procedure shall be the location of the Project unless the Parties agree on a mutually convenient location.

ARTICLE 10 – LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of MEI and MEI's officers, directors, partners, employees, agents, and MEI's Consultants shall not exceed the total compensation received by MEI under this Agreement.

ARTICLE 11 – MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

The Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information (hereinafter "Documents") prepared, provided or procured by MEI or by subconsultants retained by MEI and distributed to the Owner for this Project, upon the making of final payment to MEI or in the event of termination under Article 8, upon payment for all sums due to MEI pursuant to Paragraphs 8.1 and 8.2.

11.1.1 COPYRIGHT

The Parties agree that the Owner shall not obtain ownership of the copyright of all Documents and the copyright shall remain with MEI.

11.1.2 USE OF DOCUMENTS IN EVENT OF TERMINATION

The Owner shall have the right to use, reproduce, and make derivative works of the Documents to complete the Project, in event of a termination of this Agreement.

11.1.3 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT

The Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the Worksite after completion of the Project. The Owner's use of the Documents without MEI's involvement or on other projects is at the Owner's sole risk, except for MEI's indemnification obligations pursuant to Paragraph 3.6, and the Owner shall indemnify and hold harmless MEI and its subconsultants, and the agents, officers, directors and employees of each of them, from and against any and all claims, damages, losses, costs and expenses, including reasonable attorney's fees and

costs, arising out of or resulting from any such prohibited use.

11.1.4 MEI's USE OF DOCUMENTS

MEI may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

11.1.5 MEI shall obtain from its subconsultants rights and rights of use that correspond to the rights given by MEI to the Owner in this Agreement and MEI shall provide evidence that such rights have been secured.

11.2 ELECTRONIC DOCUMENTS

By accepting and utilizing any electronic file of any Work Product or other data transmitted by MEI, the Owner agrees for itself, its successors, assigns, insurers, and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All the information contained in any electronic file is the work product and instrument of service of MEI, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Owner. The information contained in any electronic file is provided for the convenience of the Owner and is provided in "as is" condition. The client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and sealed drawings or reports. In the event of a conflict between the signed original documents prepared by MEI and the electronic files, which may be transferred, the signed and sealed original documents shall govern. MEI specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be the Owner's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Owner. The Owner shall retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless MEI, its officers, directors, employees and subconsultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than MEI or from any reuse of the electronic files without prior written consent of MEI.

11.3 OPINION OF PROBABLE CONSTRUCTION COST

MEI's opinions of probable Construction Cost provided herein are to be made on the basis of MEI's experience and qualifications and represent MEI's best judgement as an experienced and qualified professional engineer generally familiar with the construction industry. However, since MEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding market conditions, MEI cannot and does not guarantee the proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by MEI. If the Owner wishes greater assurance as to probable Construction Cost, the Owner shall employ an independent cost estimator. If MEI's opinion of probable Construction Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by MEI to modify the Contract Documents to bring the construction cost within any limitation established by the Owner will be considered Additional Services and paid for as such by the Owner. If, however, MEI's opinion of probable construction cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project unreasonably exceeds MEI's opinion of probable Construction Cost, MEI shall modify its work as necessary to adjust the Project's size, and/or quality to reasonable comply with the Owner's budget at no additional cost to the Owner. Under such circumstances, MEI's modification of its work at no cost shall be the limit of MEI's responsibility with regard to any unreasonable opinion of probable Construction Cost.

11.4 PREVAILING WAGES

It is the Owner's responsibility to determine whether the Project is covered under any prevailing wage regulations. Unless the Owner specifically informs MEI in writing that the Project is a prevailing wage project and is identified as such in the Basic Scope of Services, the Owner agrees to reimburse MEI and to defend, indemnify and hold harmless MEI from and against any liability, including costs, fines and attorney's fees, resulting from a subsequent determination that the Project was covered under any prevailing wage regulations.

11.5 FORCE MAJEURE

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this

Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

11.6 EQUAL EMPLOYMENT OPPORTUNITY

MEI and any subconsultants or subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance employment individuals without regard to race, color, sex, sexual orientation, gender identity, national origin, disability or veteran status.

11.7 GOVERNING LAW AND VENUE

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the Parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

11.8 SUBCONSULTANTS

MEI may utilize as necessary in its discretion subconsultants and other subcontractors. MEI will be paid for all services rendered by its subconsultants and other subcontractors as set forth in this Agreement.

11.9 ASSIGNMENT

11.9.1 Neither the Owner nor MEI shall assign their interest in this Agreement without written the written consent of the other except as to the assignment of proceeds

11.9.2 Nothing under this Agreement shall be construed to give any rights or benefits in

this Agreement to anyone other than the Owner and MEI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Owner and MEI and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

RIGHTS AND REMEDIES

The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

EXTENT OF AGREEMENT

This Agreement represents the entire agreement between the Owner and MEI and supersedes all prior communications, understandings and agreements, whether oral or written. Supplemental Agreements and/or Amendments to this Agreement must be in writing and signed by the Owner and MEI. This Agreement is for the exclusive benefit of the Owner and MEI and not for the benefit of any third party except to the extent expressly provided by this Agreement.

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: ~~Raymond Central Communities Foundation~~

* Name of Coordinator: Tony Kobza

* Address: 1800 W Agnew Road

* Town and Zip Code: Raymond, NE 68521

* Phone Number: 402-641-1509

* **Tree information**

# of Trees	Size	Species	Cost
8	5-6 ft	White Spruce	3000
4	7-8 ft	Red Maple	1100
3	8-10 ft	American Elm	720

* **TOTAL NUMBER OF TREES:** 15 ***TOTAL COST OF TREES:** \$4820

* Cost of planting the trees (per tree) with a sum for all the trees__\$139.66/tree;

Planting max \$100/tree

* PLANTING TOTAL__\$2095__

* TOTAL COST OF PROJECT____\$6915_____

* AMOUNT REQUESTED FROM NRD 75% max____\$5186.25_____

* APPLICANT SHARE TOTAL____\$1728.75_____

* Source of Applicants share:

\$1728.75 donations (source)____Community Member Donation__

\$_____ 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

__X__ other (explain)____RC Community Foundation Board____

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

__Trees will be cared for and delivered/planted with the help and support of Great Plains Nursery. _____

- * **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.**

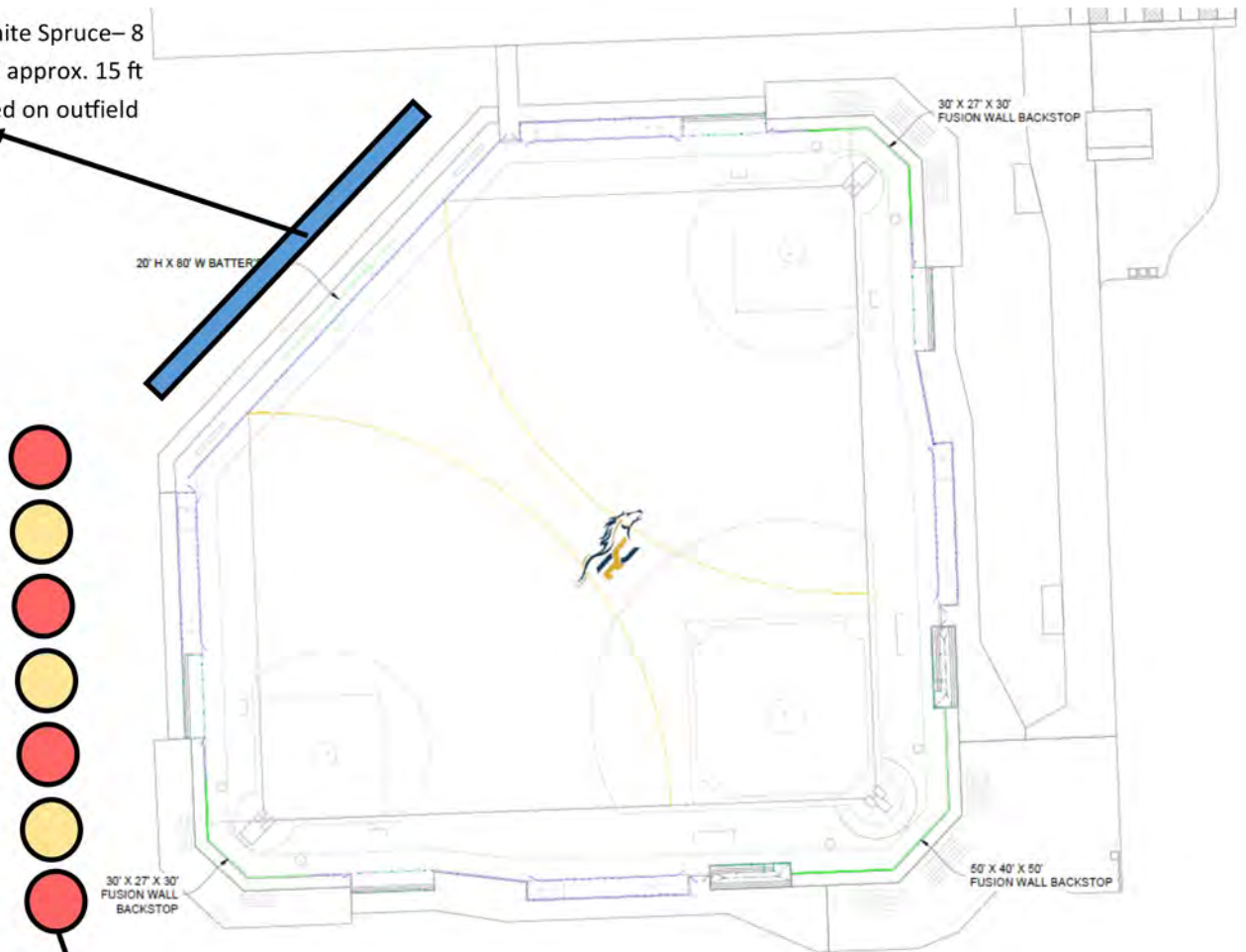
LPSNRD District Forester

Date

Raymond Central Ball Fields

1800 West Agnew Rd.
Raymond NE

100' line of White Spruce— 8
spruce planted approx. 15 ft
apart. Centered on outfield
fence



3-Princeton American Elm and 4- Red Sunset Maple
planted behind backstop along edge before sloping
down hill. 30 ft spacing between trees.



Prepared by Brian Byers 7/13/2026
402.540.4801 brian@greatplainsnursery.com

Raymond Central Ball Fields

1800 West Agnew Rd.
Raymond NE



Name *White Spruce*

Height *40-80'*

Spread *20-30'*

Foliage *Blue-green*

Name *Princeton American Elm*

Height *60-80'*

Spread *30-40'*

Shape *Upright, arching*

Fall Foliage *Yellow*

Foliage *Dark green*



Name *Red Sunset Maple*

Height *40-50'*

Spread *30-40'*

Foliage *Medium to dark green*

Fall Foliage *Orange to red*

Shape *Pyramidal becoming rounded, Upright*



Prepared by Brian Byers 7/13/2026
402.540.4801 brian@greatplainsnursery.com

Raymond Central Community Foundation
More Than a Field

The RCCF is building a baseball and softball field that will be utilized by both Raymond Central High School as well as community baseball and softball youth teams. This field is currently under construction and will be complete in the next month. Due to the location of the field, there are currently no trees or other landscaping as it is in current farm ground. The addition of trees will serve multiple purposes: landscaping and beautification, future shade, a batter's eye and more.

These trees will provide a better community experience when fans and teams are visiting our facility. They will allow for gathering places, sun blocks, shade and an overall better visual experience for our supporters.

The timeline for our tree planting will be the Fall of 2026. This is the ideal time to plant the trees and allow establishment throughout the winter with little risk of being disturbed.

ESTIMATE

Great Plains Nursery
3074 County Road i
Weston, NE 68070

info@greatplainsnursery.com
+1 (402) 540-4801
www.greatplainsnursery.com



Bill to
Raymond Central School

Ship to
Raymond Central Ballfields

Estimate details
Estimate no.: 155812
Estimate date: 07/17/2026

SHIP DATE: Fall 2026

#	Product or service	Description	Qty	Rate	Amount
1.		Evergreen Row			
2.	Evergreens	White Spruce, #25 5-6ft	8	\$375.00	\$3,000.00
3.	Labor	Planting of #25 White Spruce. Includes first initial watering, staking and mulch	1	\$1,325.00	\$1,325.00
	Subtotal	Subtotal			\$4,325.00
4.		OR			
5.	Evergreens	White Spruce, #7 30-36"	8	\$160.00	\$1,280.00
6.	Planting - #7	Planting fee - includes mulch, watering	1	\$600.00	\$600.00
	Subtotal	Subtotal			\$1,880.00
7.	Trees Deciduous	Red Sunset Maple, #10 7-8 ft	4	\$275.00	\$1,100.00
8.	Trees Deciduous	Princeton American Elm, #15 RT 8-10 ft	3	\$240.00	\$720.00
9.	Planting - #15, #10	Planting fee - includes mulch, watering, and staking (with available water source)	1	\$770.00	\$770.00
	Subtotal	Subtotal			\$2,590.00

Total \$8,795.00

Note to customer

Thank you for considering Great Plains Nursery.

Estimate becomes void after 14 days. Prices and sizes are subject to change until agreement between customer and GPN - regarding quantities, material and ship dates.

Plains Tree Farm Inc
PO Box 36
Davenport, NE 68335

Toll Free 800-669-4408 Fax 402-364-2194
Email: sales@plainstreefarm.com



Quote

Date	Quote #
8/10/2026	3661

Quote Subject to Price and Availability

Account #	
Terms	

Quoted To:

Raymond Central Public Schools
Tony Kobza
1800 W Agnew Rd
Raymond, NE 68428

Customer Phone	Customer Fax	Customer E-mail	PO# or Job#	Customer Resale ...
402-641-1509		tony.kobza@rcentral.org		
Qty	Item	Description	Cost	Total
8	SPRWHT6-7	6-7' Picea glauca, 'White Spruce' (field dug)	285.00	2,280.00T
8	FANN#5CT	Blue Diamond Spruce 2'-2.5' (sub for 30"-36" White Spruce)	85.00	680.00T
4	FANNMAP1.5RED	1.5" Acer Rubrum "Red Sunset Maple'	250.00	1,000.00T
3	FANNELM1.75ACC	1.75" Ulmus davidiana 'Morton', Accolade® Elm (sub for Princeton American Elm)	245.00	735.00T
Delivery and/or planting not included but can be added.				

Quote Subject to Price and Availability

All stock is healthy & true to name when purchased.
No further guarantee is given. Thank you for your business.

A 3% fee will be applied to all Credit Card transactions. Payment by ACH is also available.

Subtotal	\$4,695.00
Sales Tax (0.0%)	\$0.00
Total	\$4,695.00

Earl May Nursery & Garden Center #40

100 Wedgewood Drive
Lincoln NE 68510
402-489-7168



----- and -----

Tony Kobza



Day: 402-785-2685

Home:

Cell:

0

Date of Design: 8/12/2026

Contract No.

40

20260812

☒ Landscape Estimate - These prices are quotations only and are subject to change without notice. Any purchases made on the basis of this estimate are subject to availabilities and current prices in effect at time of purchase.

☐ Contract Agreement - The undersigned orders nursery stock and/or materials, labor, services, etc., listed below from Earl May Nursery & Garden Center.

☒ CHECK ONE

☒ Landscape	
☐ Maintenance	
☐ Container	

Dept.	Item/Variety/Description	Size	Quantity	Unit Price	Amount
Landscaping Contract includes:					
5	Matador Maple	7'8'	4	\$299.00	\$1,196.00
5	Princeton Elm	6'8'	3	\$299.00	\$897.00
5	White Pine	3'4'	5	\$299.00	\$1,495.00
5	Black Hills Spruce	5'6'	3	\$599.00	\$1,797.00

Payment Method (check one)		Materials		\$5,385.00
☐ Cash or Check	Nursery	\$5,385.00	Labor	\$0.00
☐ 	Plants	\$0.00	Sales Tax	390.41
☐ Earl May Business Charge	Other	\$0.00	Total	\$5,775.41
			Deposit	\$0.00
			Balance Due	\$5,775.41

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

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

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

Cancellation

Deadline: _____

(3 days following Purchaser's Date of Contract)

Purchaser's Signature _____

Manager/Designer: _____

Print Name

Date of Contract

e-mail: tony.kobza@rcentral.org

Samantha Naranjo

Print Name

Earl May Nursery & Garden Center #40

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

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

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

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

AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of September, 2024 ("Effective Date"), by and between Lancaster County School District No. 55-0161, a.k.a. the Raymond Central Public School District, a Nebraska political subdivision (hereinafter the "District") and the Raymond Central Community Foundation, a Nebraska non-profit corporation (hereinafter the "Foundation"). The District and Foundation are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the District operates a public-school system across various communities; and

WHEREAS, the District has determined that it is in the best interest of the District, its students, and the community within the District to facilitate and permit the construction and development of new student and community activity facilities; and

WHEREAS, the District has identified benefits for its students and community by allowing access to new activity facilities and the District has identified its property located generally at 1800 W Agnew Road, Raymond Ne 68428 (the "Site," more specifically identified in Exhibit "A" to this Agreement); and

WHEREAS, in order to defray the cost of such construction and renovations of such activity facilities on the Site, the District has determined that it is beneficial to establish a cooperative effort with the Foundation to lease the Site to the Foundation and allow the Foundation to design, construct, furnish, and otherwise develop activity facilities on the Site; and

WHEREAS, the Foundation desires to increase its ability to serve community members, including those youth who are students of the District; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 LEASE AGREEMENT

1.01 Lease of the Site.

(a) By entering into this Agreement, the District agrees to lease the Site to the Foundation from October 1, 2024, through August 1 2027 (the "Lease Term"). During the Lease Term, the District shall continue to own the Site but allow the Foundation and its directors, staff, and invitees access to the Site.

(b) During each calendar year of the Lease Term, the Foundation shall pay to the District the annual rent of \$1.00. Rent shall be due by the 31st day of December of each calendar year. If the Foundation fails to timely pay rent, the District shall notify the Foundation in writing and allow the Foundation five business days to remit rent. If, after five business days, the Foundation fails to remit rent to the District, the District may elect to terminate the Lease with no penalty to the District.

(c) During the Lease Term, the Foundation shall be permitted to use the Site as the Foundation deems appropriate, including to construct buildings, including activity facilities, and make other improvements or developments on the Site. The Foundation shall obtain the District's prior approval before any construction or development of buildings and facilities on the Site during the Lease Term. Notwithstanding anything to the contrary herein, the Foundation shall not use the Site or permit the Site to be used for any unlawful purposes. If the District has concerns that the Foundation is not using the Site in an appropriate manner, the District and Foundation shall meet to discuss their concerns to find a mutually agreeable resolution.

(d) To the extent that the Foundation constructs new buildings or facilities, the Parties agree, to the extent permitted by law, to use the District's tax-exempt status in the purchasing or acquiring of goods and services.

(e) All costs and expenses of any construction or development on the Site (including design fees, construction costs, grading and development, materials and labor, and the like) shall be the sole responsibility of the Foundation and the District shall have no obligation to contribute or pay for any amounts related to the Site, unless the Parties otherwise agree in writing.

(f) The Foundation will oversee the construction on the Site. The Foundation will keep the District reasonably informed of the plans for the Site and progress of construction.

(g) The Foundation will be responsible for obtaining insurance in a commercially reasonable amount to cover the Site and any developments or construction on the Site, including builder's risk insurance. The Foundation shall name the District as an additional named insured on such policy. The Foundation shall provide proof of insurance coverage to the District upon the District's reasonable request.

(h) All facilities, equipment, trade fixtures, personal property, buildings, and improvements constructed on the Site during the Lease Term shall be owned by and shall be the property of the Foundation. The Foundation shall have all risk of loss with respect to the facilities, buildings, and improvements constructed on the Site during the Lease Term, except for loss or damage caused by the negligence or intentional acts or omissions of the District or its directors, officers, employees, agents, or representatives.

ARTICLE 2 USE OF SITE

2.01 Use of the Facilities on Site.

(a) The Foundation shall have the discretion, after consultation with the District, to determine how any facilities, buildings, or areas of the Site are used during the Lease Term. The Foundation's discretion shall include the ability to secure naming rights, advertisements, signage, and the like on the Site or in any facilities on the Site. It is the Parties' intent to allow the District access to the Site, but the Foundation shall have the final determination on scheduling and access to the Site during the Lease Term. The Foundation agrees to keep the District reasonably informed of planned events and scheduling to ensure that the District is aware of such events. In addition, the Foundation may, with permission of the District, lease space on the Site to third-party entities or organizations.

(b) The Foundation shall be solely responsible for the costs and expenses of operating any facilities, buildings, or areas on the Site during the Lease Term. The Foundation's obligations shall include all day-to-day operations (including maintenance, cleaning, utilities, supervision, staff, and the like) and long-term commitments (such as upkeep, repairs, replacement of equipment, and the like). The Foundation shall also be entitled to collect and keep any revenues generated from the Site, including admission fees, concessions, registration fees, naming rights, advertisements, signage, and the like on the Site. The District shall have no obligation to contribute or any right to collect any amounts related to the Foundation's use of the Site, unless otherwise agreed by both Parties. I

(c) If the District has concerns about the Foundation's operation of the Site, the District and Foundation agree to meet in good faith to discuss such concerns. If the Parties are unable to reach a good faith resolution, then both Parties agree to submit to mediation within 30 days from the meeting date to find a mutually agreeable solution to the concern.

(d) Upon reasonable request, the Foundation shall allow the District access to the Site and any facilities at no cost to the District.

(e) If, during the Lease Term, all or a material portion of any buildings or facilities on the Site are destroyed by fire or other casualty, or in the event a material portion of such buildings or facilities are damaged by any such cause to the extent that the damages cannot be repaired and instead such portion of the buildings or facilities must be rebuilt, the Foundation shall determine whether such portion of the buildings or facilities can and will be rebuilt with the use of the casualty insurance proceeds. In the event the Foundation determines to rebuild such buildings or facilities, then this Agreement shall not be terminated. In the event the Foundation determines that such buildings or facilities will not be rebuilt, then the Agreement shall be terminated, and will be deemed terminated as of the date of such fire or casualty. Such determination shall be made within sixty (60) days after such damage occurs or otherwise agreed to by both Parties. If such notice is not given to the District by the Foundation, then this Agreement shall not terminate.

2.02 Personal Property at Risk of the Foundation. All personal property of the Foundation on the Site shall be at the risk of the Foundation only. The District shall not be liable for any damage to any property of the Foundation in the buildings or facilities caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, ice, or snow which may leak into, or flow into the buildings or facilities from any part of the Site, unless caused by the negligence or the intentional act or omission of the District or its employees, students, agents, representatives, contractors, invitees or licensees.

2.03 Foundation Insurance. The Foundation shall, at its sole cost and expense, at all times during the Lease Term and any other period of occupancy of the Site by the Foundation, obtain and keep in force with respect to the Site and any buildings or improvements commercial general public liability insurance and fire and casualty insurance, each in a form customarily written for the protection of owners, landlords, tenants, tenants' agents, patrons, employees, invitees, and contractors and anyone else who the Foundation is responsible, which shall name the District as an additional insured. The certificates of insurance shall not be canceled or terminated without at least sixty (60) days' prior written notice to the District. Failure to maintain the required insurance shall be considered an event of default under this Agreement.

2.04 Indemnification.

(a) The District hereby agrees to indemnify and hold harmless the Foundation and its directors, officers, employees, agents, representatives, invitees, and licensee from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims") that (a) arise from or are in connection with District's use, ownership, or control of the Site or any portion thereof; (ii) arise from or in connection with any act or omission of the District or its employees, students, agents, representatives, invitees or licensees; (iii) result from any default, breach, violation or non-performance of this Agreement or any provision hereof by District; or (iv) results from injury to person or property or loss of life sustained at the Site, except to the extent caused by the gross negligence or intentional acts or omissions of the Foundation or its directors, officers, employees, agents, representatives, invitees or licensees. The District shall, at its own cost and expense, defend any and all actions, suits and proceedings which may be brought against the Foundation and its directors, officers, employees, agents, representatives, invitees or licensees with respect to the foregoing. The District shall pay, satisfy and discharge any and all judgments, orders and decrees which may be received against the Foundation or any such directors, officers, employees, agents, representatives, invitees or licensees in connection with the foregoing. In the event the Foundation or any other party so indemnified shall, without fault, be made a party to any litigation commenced by or against District, or if the Foundation or any such party shall, in its sole discretion, intervene in such litigation to protect its interest hereunder, then the District shall protect and hold them harmless and shall pay all costs, expenses and attorneys' fees incurred or paid by such party(ies) in connection with such litigation.

(b) The Foundation hereby agrees to indemnify and hold harmless the District and its employees, students, agents, representatives, invitees, and licensees from and against any and all Claims that (i) arise from or are in connection with the Foundation's use, operation, management, repair, maintenance or control of the Site or any portion thereof; (ii) arise from or in connection with any act or omission of the Foundation or its directors, officers, employees, coaches, trainers,

agents, representatives, invitees or licensees; (iii) result from any default, breach, violation or non-performance of this Agreement or any provision hereof by the Foundation; or (iv) results from injury to person or property or loss of life sustained at the Site, except to the extent caused by the gross negligence or intentional acts or omissions of the District or its employees, students, agents, representatives, invitees or licensees. The Foundation shall, at its own cost and expense, defend any and all actions, suits and proceedings which may be brought against the District and its employees, students, agents, representatives, invitees or licensees with respect to the foregoing. The Foundation shall pay, satisfy and discharge any and all judgments, orders and decrees which may be received against the District or any such employees, students, agents, representatives, invitees or licensees in connection with the foregoing. In the event the District or any other party so indemnified shall, without fault, be made a party to any litigation commenced by or against the Foundation, or if the District or any such party shall, in its sole discretion, intervene in such litigation to protect its interest hereunder, then the Foundation shall protect and hold them harmless and shall pay all costs, expenses and attorneys' fees incurred or paid by such party(ies) in connection with such litigation.

2.05 Bankruptcy. In the event (i) the Foundation files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors or (ii) if involuntary proceeds under any bankruptcy or insolvency act shall be instituted against the Foundation, or if a receiver or trustee shall be appointed of all or substantially all of the property of the Foundation, and such proceedings are not dismissed or the receivership or trusteeship vacated within thirty (30) days after the institute or appointment, then this Agreement shall and all rights of the Foundation hereunder shall immediately terminate, unless otherwise agreed to in writing by both Parties. In the event of a termination as provided herein, the District also shall have all remedies allowed to the District pursuant to other provisions of this agreement.

2.06 Assignment. Neither Party may assign this Agreement, in whole or in part, nor allow any other entity to operate and manage any facilities, buildings, or other part of the Site, nor any portion thereof, nor shall this Agreement be transferred by operation of law or otherwise, without the prior written consent of the other Party. Any permitted assignment or transfer shall not relieve the transferring Party of their obligations hereunder. Notwithstanding anything to the contrary in this Paragraph 2.06, the Foundation, in its sole discretion, may contract with a third party or third parties to operate the Site or a portion thereof. If the Foundation intends to contract with a third party or third parties, the Foundation shall notify the District in writing at least ten days before the third party begins contracted work on the Site.

2.07 Default. In the event the Foundation: (a) entirely discontinues its operation of the Site for a period of six (6) consecutive months, (b) fails to adequately maintain the Site in accordance with applicable law and regulations for a period of six (6) consecutive months, or (c) if any other default is made by the Foundation in the performance of any of the covenants and agreements herein contained, and the Foundation fails to cure any such default within sixty (60) days after receiving written notice thereof (or if, for any reason outside the control of the Foundation, such default cannot be cured within said 60-day period, provided that the Foundation has commenced such cure and continues to diligently prosecute the same to completion, such reasonable additional time, which in any event shall not exceed an additional 60-day period

without the prior written consent of the District), which notice shall specifically identify the alleged default, the District shall have the right, at any time thereafter, to declare the Foundation to be in default and terminate this Agreement for cause, and may re-enter the Site and retake possession thereof, without prejudice, to any remedies which the District may have according to law. In the event of any default on the part of the Foundation and declaration by the District that this Agreement is terminated for cause, the District shall have the right to exercise any other right or remedy that it has, according to law. Temporary discontinuance of the operation of the Site due to damage by casualty or force majeure event or as necessary to accommodate repairs and renovations shall not be considered a default under this Agreement.

2.08 Self-Help. In the event the Foundation shall fail, refuse or neglect to perform any duty or obligation specified in this Agreement, and such non-performance continues after thirty (30) days' written notice thereof by the District to the Foundation, the District may, but shall not be obligated to, perform such obligation, and the cost thereof shall be reimbursed by the Foundation immediately upon demand by District. If such failure or refusal to perform creates a condition that endangers people or property at the Site, the District shall not be required to provide such notice before electing to perform such obligation. The performance of any such obligation by the District shall not be deemed a cure of the default under the provisions of Section 2.07. This remedy shall be in addition to any other remedy that the District may have in law or equity.

2.09 Termination.

(a) Definition of Cause. "Cause" means a termination due to (i) a material breach by either Party of the terms and conditions of this Agreement (beyond any required notice and cure period), including those reasons set forth in this Agreement, (ii) a violation of law, safety code, or regulation by either Party with notice to the other Party and an opportunity for the other Party to cure such noncompliance; and/or (iii) the Foundation electing not to rebuild any destroyed buildings or facilities, or any material portion thereof, pursuant to Section 2.01(e) during the Lease Term.

(b) Termination for Cause. Either Party may terminate this Agreement for Cause by providing written notice thereof to the other Party. In the event that, after receipt of such notice, the other Party fails or declines to cure any breach or basis to terminate (if applicable), then the Party may terminate this agreement for cause, effective immediately.

(c) Termination for Convenience. Either Party may terminate this Agreement without Cause by providing written notice thereof to the other Party at ~~least thirty-six (36)~~ **least 6 months** prior to the proposed termination date. Such notice shall specify the date that the Agreement will terminate. This Agreement shall thereafter expire on the date specified in the notice without further action by either Party.

ARTICLE 3 MISCELLANEOUS

3.01 Dispute Resolution.

(a) **Negotiations.** In the event of any dispute between the Foundation and the District, the Parties will promptly and in good faith attempt to resolve such dispute through negotiations. The appropriate representative(s) with authority to resolve the dispute for each Party will meet as soon as reasonably possible to attempt in mutual good faith to resolve the dispute. If the Parties are unable to resolve the dispute within thirty (30) days after either the Foundation or the District sends a written notice to the other Party specifying in detail the nature of the dispute, then the Parties may submit the dispute to mediation as agreed to by the parties.

(b) **Judicial Resolution.** If there is a failure to resolve a dispute, either Party may initiate appropriate proceedings to obtain a judicial resolution of the dispute with the District Court of Lancaster County, Nebraska.

3.02 Relationship. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision contained herein, nor any act of the Parties, shall be deemed to create any relationship between the Parties hereto other than the contractual relationship of the District and the Foundation as set forth herein.

3.03 Entire Agreement. The District and the Foundation hereby agree that this Agreement, along with all Exhibits and attachments hereto, embodies the entire agreement between the Parties and that there are no other agreements, written or verbal, between the Parties hereto.

3.04 Binding Effect. The words "District" and "the Foundation" shall be taken to include and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns, and shall be taken in the plural sense, whenever the context requires, and all pronouns used herein and referring to said parties shall be construed accordingly, regardless either of the number or gender thereof. The provisions herein shall be binding upon the Parties hereto and shall bind and inure to the benefit of the legal representatives, heirs, successors, and permitted assigns of the Parties respectively.

3.05 Amendment. This Agreement may be amended or modified only by written instrument executed by both the District and the Foundation.

3.06 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Nebraska.

3.07 Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

3.08 Captions; Construction of Terms. All captions, headings, section and subsection titles are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement. Whenever in this Agreement the consent of one of the Parties is required as a condition of the other Party performing some act under this Agreement, such consent shall, in all instances, not be unreasonably withheld, conditioned, or delayed by such Party.

3.09 No Waiver. No waiver of any default hereunder shall be implied from any omission of either Party hereto, or from the failure of either Party to exercise any right or power that such Party may have. No custom or practice of the Parties that is at variance with the terms of this Agreement shall constitute or waiver of such terms. Any waiver shall be in writing.

3.10 Notice. Whenever under this Agreement a provision is made for notice of any kind, such notices shall be given in writing and shall be deemed duly served if such notice: (i) is hand-delivered or sent by nationally recognized overnight courier service, when delivered at the address specified in this Section 3.10, (ii) sent by United States registered or certified first class mail, return receipt requested, with postage prepaid, when delivered at the address specified in this Section 3.10 on the date appearing on the return receipt therefor, or (iii), or by electronic mail.

If to the District, notices shall be sent to both:

Superintendent of Schools
Raymond Central Public Schools
1800 W. Agnew Road
Raymond, NE 68428

If to the Foundation, notices should be sent to:

Chief Executive Officer
Raymond Central Schools Foundation
1800 W. Agnew Road
Raymond, NE 68428

3.11 Counterparts; Exchange by Electronic Transmission. This Agreement may be executed in two (2) or more counterparts, and by electronic transmissions, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have formally approved this Agreement and authorized the undersigned to execute this Agreement on each Party's behalf on the day and date first above written.

RAYMOND CENTRAL
COMMUNITY FOUNDATION

Date: 9/30/24

By: [Signature]
Authorized Representative

RAYMOND CENTRAL PUBLIC SCHOOLS

Date: 9-30-24

By: [Signature]
Authorized Representative

Exhibit "A" – Approximate Location of the Site

**Lot 22, Irregular Tracts in the Southeast Quarter of Section 9, Township 12 North,
Range 6 East of the 6th P.M., Lancaster County, Nebraska.**