



## LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581

P: 402.476.2729 • F: 402.476.6454 | [www.lpsnrd.org](http://www.lpsnrd.org)

### Memorandum

**Date:** November 13, 2025  
**To:** Urban Subcommittee  
**From:** Drew Ratkovec, Projects Coordinator   
**Subject:** Urban Subcommittee Meeting Minutes – November 2025

The Urban Subcommittee met on November 10, 2025, at the NRD Office, at 12:00 pm. Subcommittee members participating included committee chair David Landis, Gary Aldridge, Chuck Hassebrook, Luke Peterson, and Susan Seacrest. Others participating included NRD staff David Potter, Alex Lautenschlager, Jodi Delozier, and Drew Ratkovec. Connor Kelly from Houston Engineering, Gus Shy from E&A Consulting, and Frank Robbins from the Village of Raymond were also in attendance. Subcommittee members Stephanie Matejka, Larry Ruth, and John Yoakum were absent. Director Landis called the meeting to order at 12:00 pm. The Subcommittee took action on four items. A quorum was present for the meeting.

**A. Consideration of Bids for Deadmans Run Basin Tree Clearing Project Near 56<sup>th</sup> Street [ACTION]–** Ratkovec provided background information on a district-owned property near 56<sup>th</sup> and Holdredge along Deadmans Run. In the future, this property will be used as part of the Deadmans Run Flood Reduction Project. The tree removal project will involve clearing and grubbing approximately 3.3 acres, as well as the removal of trees to create access to the area. There was a bid opening on Monday, October 20<sup>th</sup>. Five bids were received, with the low bid from J. Pettiecord Inc. for \$129,717.50. J. Pettiecord plans to work with Monster Tree Service, that is arborist certified within the City of Lincoln and other surrounding cities. Questions and discussion followed on the difference in bids from the contractors as well as the plans for the property.

- Work Type: Construction – Tree Removal
- Budget: Included in FY26 Budget
- Funding: NRD, City of Lincoln
- Cost: \$129,717.50
- Start: Upon Board Approval/November 2025
- Completion: March 2026
- Bid Using Unit Prices
- Delays: Weather
- Permits: SWPPP-Construction Stormwater Permit
- Access: No Concerns
- Payers, Players, & Partners: NRD, City of Lincoln, J. Pettiecord, Monster Tree Service
- Deliverables: Tree Removal for future Deadmans Run Flood Reduction Project

**It was moved by Seacrest, seconded by Hassebrook, and approved (5 yes and 0 no) by the Urban Subcommittee to recommend that the Board of Directors approve the low bid from J. Pettiecord Inc., for \$129,717.50 for the Deadmans Run Basin Tree Clearing Project.**

**B. Consideration of Community Assistance Program Application from Raymond for a Drainage Analysis Study [ACTION]–**

Ratkovec provided background information on a Community Assistance Program application the district received. The Village of Raymond is currently experiencing ponding in certain areas that need to be addressed. The most vital one is located along the west edge of the village, where a large portion of drainage occurs, causing ponding and erosion. Raymond received a proposal from E&A Consulting Group to conduct a drainage study to develop conceptual-level plans and an estimated cost for final design and construction. Raymond is requesting a 50% cost-share of the \$18,000 proposal, not to exceed \$9,000 NRD funds. Frank Robbins with the Village of Raymond discussed the goal of finding a permanent solution to the issues that they are facing.

- Work Type: Drainage Analysis
- Budget: Included in FY26 Budget
- Funding: NRD
- Cost-share Amount: \$9,000.00
- Start: Upon Board Approval/November 2025
- Bid Using Lump Sums
- Delays: n/a
- Permits: n/a
- Access: No Concerns
- Payers, Players, & Partners: NRD, Raymond, E&A Consulting Group
- Deliverables: Conceptual Level Plans & Cost Estimates

**It was moved by Seacrest, seconded by Hassebrook, and approved (4 yes, 0 no, and Aldridge voting present) by the Urban Subcommittee to recommend that the Board of Directors approve the Community Assistance Program Application from the Village of Raymond for a Drainage Analysis Study, not to exceed \$9,000.00.**

**C. Consideration of Permanent Utility Easements with the City of Lincoln for the Agate Blowdown Line Project [ACTION]–**

Potter provided background information on a request from the City of Lincoln for permanent easements on a property owned by the district near 56<sup>th</sup> and Alvo Road. This 47-acre non-buildable outlet is currently managed as a native grass seeding. The permanent easements are for the Agate Blowdown Line Project, where a wastewater line will run from the data center project at Highway 77 and Interstate 80 interchange to the City's Northeast Wastewater Treatment Facility on North 70<sup>th</sup> Street, where it will be discharged into Salt Creek. The City appraised the property and would compensate the district \$26,285.00 for the easements.

- Legal Counsel: Ongoing
- Payers, Players, & Partners: NRD, City of Lincoln
- NRD will be compensated: \$26,285.00

**It was moved by Hassebrook, seconded by Peterson, and approved (4 yes, 0 no, and Aldridge voting present) by the Urban Subcommittee to recommend that the Board of Directors approve the Permanent Utility Easements with the City of Lincoln for the Agate Blowdown Line Project.**

**D. Consideration of Bids for Debris Removal in Antelope Creek at 48<sup>th</sup> Street [ACTION]–**

Ratkovec provided background information on debris build-up that is occurring on the Antelope Creek Channel at 48<sup>th</sup> Street. Alex Lautenschlager discussed how the debris is backing up water onto the Billy Wolff Trail next to the channel. Staff received bids from three contractors to remove the debris from the channel and haul it off-site. The low bid was from Gana Trucking and Excavating for \$22,464.00. NRD staff recommend accepting the quote from Gana.

- Work Type: Construction – Debris Removal
- Budget: Included in FY26 Budget
- Funding: NRD
- Cost: \$22,464.00
- Start: Upon Board Approval/November 2025
- Completion: January 2026
- Delays: Weather
- Permits: n/a
- Access: No Concerns
- Payers, Players, & Partners: NRD, Gana
- Deliverables: Clear Channel from Debris

**It was moved by Seacrest, seconded by Hassebrook, and approved (5 yes and 0 no) by the Urban Subcommittee to recommend that the Board of Directors approve the low bid of \$22,464.00 from Gana Trucking and Excavating for Debris Removal in Antelope Creek at 48<sup>th</sup> Street.**

Adjourn 12:41

cc: Bob Andersen, Corey Wasserburger

23 October 2025

Drew Ratkovec  
Lower Platte South NRD  
3125 Portia Street  
Lincoln, NE 68521

Re: LPSNRD Property Tree Clearing – Engineer's Recommendation

Drew:

The bid opening for the above-referenced project was held at the LPSNRD on 20 October 2025. The low bid of \$129,282.50 was received from J. Pettiecord Inc. of Bondurant, IA. This bid was \$129,717.50 below the Engineer's Opinion of Probable Costs that totaled \$259,000.00. All required documents accompanied the bid. The other four bids are listed below:

|                                  |              |
|----------------------------------|--------------|
| M.E Collins Contracting CO. INC. | \$151,246.40 |
| Gana Trucking & Excavating, INC  | \$159,152.90 |
| Van Dorn Valley Construction LLC | \$248,035.00 |
| MC Wells Contracting, LLC        | \$325,900.00 |

After reviewing the bids, the unit prices appear reasonable for the current bidding climate based on the equipment J. Pettiecord has available. According to their website, J. Pettiecord has worked on several tree clearing projects in the past. They use modern equipment to efficiently and safely clear/remove trees from a site. J. Pettiecord has teamed with Monster Tree Service of Omaha, which has initiated the process of extending their arborist certification to the City of Lincoln, to complete the arborist tree removal components of the project. Given their land clearing and arborist experience, J. Pettiecord would be an excellent candidate.

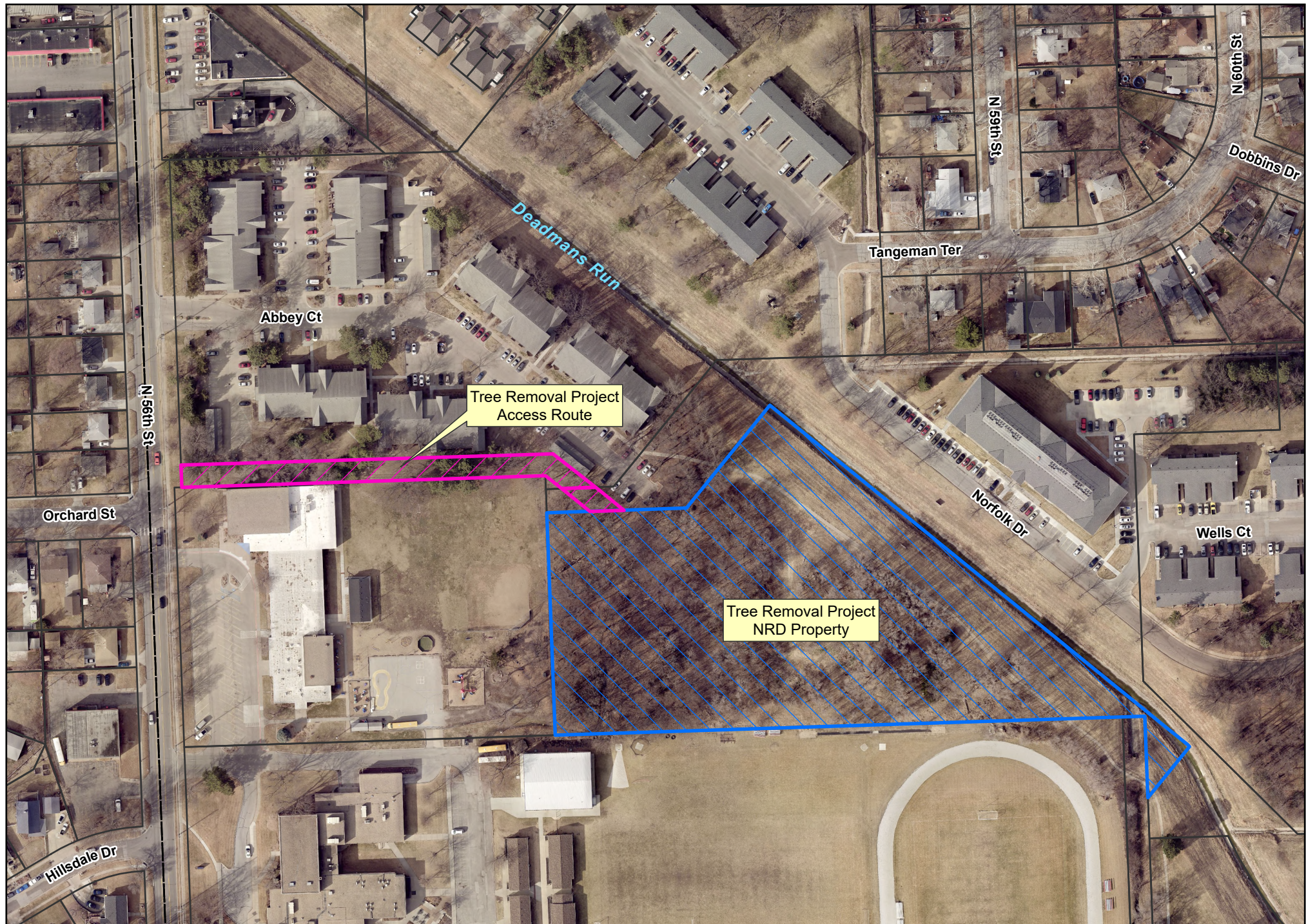
For the reasons stated above, my recommendation is to award the project to J. Pettiecord Inc. and begin the contracting process upon Board approval. The current substantial completion date is 31 March 2025 as detailed in the contract documents. I don't feel they will have trouble completing the project on time. As always, please feel free to contact me if you have any questions.

Sincerely,



Connor Kelley, P.E

# Deadmans Run Basin Tree Removal Project, East of 56th St





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### Memorandum

**Date:** November 10, 2025

**To:** LPSNRD- Urban Subcommittee

**From:** Craig Matulka, Stormwater/Watershed Specialist

**Subject:** Village of Raymond- CAP Request- Drainage Analysis-Study Phase

The Village of Raymond, NE has submitted a request for cost-share assistance through the Community Assistance Program-Study Phase from the Lower Platte South Natural Resources District. E & A Consulting Group has been hired by the Village of Raymond to perform a drainage analysis study. The overall scope of the project consists of performing a drainage analysis of existing conditions within the Village and developing recommendations for improvements.

Currently the Village of Raymond is experiencing ponding in areas throughout the Village that need to be addressed. E & A will investigate the ponding that is occurring on the West edge of the Village. The E & A Consulting group will also develop conceptual plans and cost estimates for this area and present them to the Village Board for consideration.

The total cost of the Study Phase from E & A Consulting Group for the Village of Raymond is \$18,000.00. The Village of Raymond, NE is requesting reimbursement from the LPSNRD for 50% of this Study Phase, which is \$9,000.00.

Village of Raymond  
P.O. Box 248  
Raymond, NE 68428

October 30, 2025

Mr. David Potter  
Lower Platte South NRD  
3125 Portia Street  
Lincoln, NE 68521

Village of Raymond Drainage Analysis – Study 50% Cost Share

Dear Mr. Potter,

The Village of Raymond is requesting funding through the Community Assistance Program. The requested funding is for a 50% cost share for completing the Village of Raymond Drainage Analysis. The Village of Raymond is experiencing ponding in certain areas that need to be addressed. The most vital one is located along the west edge of the village near the intersection of Clark Street and 1<sup>st</sup> Street. A large portion of the drainage throughout Raymond flows to the west and into this area which causes ponding and erosion.

E & A Consulting Group, Inc. (E&A) has provided the Village of Raymond a proposal to complete a drainage study of the area. The full study contract with E&A would be for \$18,000 which includes completing the study, developing conceptual level plans and an estimated cost for final design and construction. The attached E&A proposal details out the components of the study project.

The Village of Raymond is requesting 50% cost split for the study which would be \$9,000 from the Lower Platte South NRD (LPSNRD) as part of the Community Assistance Program. E&A and a representative from the Village of Raymond will be attending the LPSNRD Urban Subcommittee Meeting in November to answer questions and provide additional information if requested. We appreciate the LPSNRD considering our cost share request through the Community Assistance Program.

Sincerely,



Franklin Robbins, Board Chairman

cc: File, Travis Figard (E&A)





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### Memorandum

**Date:** November 6, 2025  
**To:** Urban Subcommittee  
**From:** Bryce Jensen, Land & Flood Control Operations Coordinator  
**Subject:** City of Lincoln Easement Request for AGATE Blowdown Line Project

The District owns real property located in Lancaster County near N 56<sup>th</sup> Street and Alvo Road next to Salt Creek. The property was acquired for the purpose of channelizing Salt Creek and is considered a 47-acre non-buildable outlet by the Lancaster County Assessor. Currently, the property is managed as a native grass seeding and is not open to public access.

The City of Lincoln, Nebraska has requested permanent easements on said property in order to access, install, maintain, and operate a new wastewater/non-potable water line and appurtenances. The wastewater line, known as the Agate Blowdown Line, will run from the data center project at the HWY 77 and Interstate 80 interchange to the City's Northeast Wastewater Treatment Facility on N 70<sup>th</sup> Street where it will be discharged into Salt Creek. There are two easements the city is requesting. An access easement, containing .03 acres, and an easement for the non-potable wastewater line which contains 1.97 acres. The two easements will have a combined total area of 2.00 acres, more or less. The easements will run in an east/west direction across the property and join existing sanitary sewer line easements on the north and east ends of the District property.

The city is proposing a total compensation of \$26,285 to the District for the two easements for the AGATE Blowdown Line Project. This offer is based on an appraisal recently conducted by Kubert Appraisal Group for the City of Lincoln.

A copy of the easement with exhibits and the offer letter are attached.

Enc.

pc:

## RIGHT-OF-WAY CONTRACT Easement

THIS AGREEMENT, made and entered into by and between **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska**, whose mailing address is 3125 Portia Street, Lincoln, Nebraska 68521, hereinafter called the "*Owner*", whether one or more, and the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, hereinafter called the "*City*".

WITNESSETH: 1. In consideration of the payments as specified below, the *Owner* hereby agrees to grant and to execute to the *City* Permanent Easements, over the following described real estate located in Lancaster County, Nebraska:

### **Permanent Easements:**

**Access:** A portion of Lot 28, I.T. in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 33, Township 11 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said Section 33, thence along the North line of said Northeast Quarter of said Section 33, said line also being the North line of Lot 3 I.T., and also said Lot 28 I.T., on an assumed bearing of North 89°39'07" West, a distance of 2637.39 feet to a point; thence South 00°09'46" West, along the West line of said Northeast Quarter, a distance of 50.01 feet to the Point of Beginning; thence North 80°08'59" East a distance of 97.72 feet to a point; thence South 07°01'42" West, a distance of 18.15 feet, thence South 82°58'24" West, a distance of 99.28 feet to a point; thence North 00°09'46" East a distance of 13.45 feet to the Point of Beginning, containing a total calculated area of 1,548.16 square feet or 0.03 acres, more or less. **And also:**

**Non-potable waste water line:** A portion of Lot 28, I.T. in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 33, Township 11 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of said Northwest Quarter, thence East on the North line of said Northwest Quarter on an assumed bearing of South 89°37'55" East, a distance of 119.08 feet to a point; thence South 00°10'27" East, a distance of 249.76 feet to the Point of Beginning; thence North 82°52'31" East, a distance of 1,532.41 feet to a point on the South line of an easement described in Inst. No. 2008-050554, Register of Deeds, Lancaster County; thence South 89°25'10" East, along said South line, a distance of 372.91 feet to a point; thence South 82°52'59" West, a distance of 1,908.46 feet to a point; thence North 00°20'10" East, a distance of 50.17 feet to a point to the Point of Beginning, containing a calculated area of 85,774.25 square feet or 1.97 acres, more or less.

Permanent Easements

\$26,285

**Total Compensation**

**\$26,285**

all as shown on the applicable portion of plans for the project, above identified, the same of which is by reference incorporated herein the same as though fully set out.

2. The *Owner* agrees to permit the *City* to enter upon the real estate shown and designated on said plans as the area of easements, and if necessary, make any other changes in said area of easements all as shown and described in the plans within reasonable construction standards, all without any liability whatsoever to the *City* for changes made in accord with said plans.

3. It is understood and agreed that possession of the above-described premises is of the essence of this contract and that the *City* may take immediate possession of the premises upon the signing of this contract for the purposes above set forth.

4. The *City* agrees to pay to the *Owner* for said easement(s) as shown on said plans and for all damages whatsoever arising out of the doing and performing of any of the changes or actions set forth in said plans the sum of **TWENTY-SIX THOUSAND TWO HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS, (\$26,285.00)**. Said payment will be delivered **approximately** thirty (30) days after execution of this contract. If it is determined a partial release of mortgage/easement or deed of partial reconveyance is required, said payment will not be issued to the *Owner* until the *City* receives approval from the lender/beneficiary of said mortgage or deed of trust.

5. Expenses for partial releases and documentary stamps will be paid by the *City*.

6. This contract shall be binding on both parties from its inception and upon their heirs, devisees, successors or assigns, but, should none of the above real estate be required this contract shall terminate upon the payment of \$10.00 by the *City* to the *Owner*.

7. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

EXECUTED by the *Owner* this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

LOWER PLATTE SOUTH NATURAL  
RESOURCES DISTRICT, a political  
subdivision of the State of Nebraska

By: \_\_\_\_\_  
David Potter

Title: \_\_\_\_\_  
General Manager

EXECUTED by the *City* this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

\_\_\_\_\_  
Elizabeth Elliott, Director of Transportation &  
Utilities

STATE OF NEBRASKA                    )  
                                                  ) ss:  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **David Potter, General Manager** of the **Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, successor to the Salt-Wahoo Watershed District**, on behalf of the political subdivision.

(S E A L)

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA                    )  
                                                  ) ss:  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Elizabeth Elliott, Director of Transportation & Utilities Department of the City of Lincoln, Nebraska, a municipal corporation**, on behalf of the corporation.

(S E A L)

\_\_\_\_\_  
Notary Public

## EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

That **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, a political subdivision of the State of Nebraska, herein called "*Grantor*", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, (\$1.00 & OG & VC)**, duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby GRANT, REMISE and RELINQUISH unto the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, its successors and assigns, herein called "*Grantee*", the RIGHT, PRIVILEGE and EASEMENT to construct, reconstruct, maintain, operate, and replace **waste water/non-potable water line**, and appurtenances thereto belonging, over and through the following described real property, to-wit:

A portion of Lot 28, I.T. in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 33, Township 11 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of said Northwest Quarter, thence East on the North line of said Northwest Quarter on an assumed bearing of South 89°37'55" East, a distance of 119.08 feet to a point; thence South 00°10'27" East, a distance of 249.76 feet to the Point of Beginning; thence North 82°52'31" East, a distance of 1,532.41 feet to a point on the South line of an easement described in the Inst. No. 2008-050554, Register of Deeds, Lancaster County; thence South 89°25'10" East, along said South line, a distance of 372.91 feet to a point; thence South 82°52'59" West, a distance of 1,908.46 feet to a point; thence North 00°20'10" East, a distance of 50.17 feet to a point to the Point of Beginning, containing a calculated area of 85,774.25 square feet or 1.97 acres, more or less.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, its successors and assigns, so long as such **waste water/non-potable water line** shall be maintained, together with the right of ingress and egress to said property from the public streets, for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating and replacing said **waste water/non-potable water line** and appurtenances thereto, located thereon, in whole or in part, at the will of Grantee, it being the intention of the parties hereto that Grantor is hereby

granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above described property for any purpose except the construction thereon of permanent buildings, subject only to the right of Grantee to use the same for purposes herein expressed, and subject to any prior leases or easements of record heretofore granted to other parties.

Exhibit "A" is also attached hereto for the purpose of illustrating the approximate location of the easement area and access routes to and from the easement area.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LOWER PLATTE SOUTH NATURAL  
RESOURCES DISTRICT, a political  
subdivision of the State of Nebraska

By: \_\_\_\_\_  
David Potter

Title: \_\_\_\_\_  
General Manager

STATE OF NEBRASKA                    )  
                                                  ) ss:  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **David Potter, General Manager** of the **Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, successor to the Salt-Wahoo Watershed District**, on behalf of the political subdivision of the State of Nebraska.

(S E A L)

\_\_\_\_\_  
Notary Public

## EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

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Commencing at the Northeast corner of said Section 33, thence along the North line of said Northeast Quarter of said Section 33, said line also being the North line of Lot 3 I.T., and also said Lot 28 I.T., on an assumed bearing of North 89°39'07" West, a distance of 2637.39 feet to a point; thence South 00°09'46" West, along the West line of said Northeast Quarter, a distance of 50.01 feet to the Point of Beginning; thence North 80°08'59" East a distance of 97.72 feet to a point; thence South 07°01'42" West, a distance of 18.15 feet, thence South 82°58'24" West, a distance of 99.28 feet to a point; thence North 00°09'46" East a distance of 13.45 feet to the Point of Beginning, containing a total calculated area of 1,548.16 square feet or 0.03 acres, more or less.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, its successors and assigns, so long as such **sanitary sewer and access** shall be maintained, together with the right of ingress and egress to said property from the public streets, for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating and replacing said **sanitary sewer and access** and appurtenances thereto, located thereon, in whole or in part, at the will of Grantee, it being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above described

property for any purpose except the construction thereon of permanent buildings, subject only to the right of Grantee to use the same for purposes herein expressed, and subject to any prior leases or easements of record heretofore granted to other parties.

Exhibit "A" is also attached hereto for the purpose of illustrating the approximate location of the easement area and access routes to and from the easement area.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LOWER PLATTE SOUTH NATURAL  
RESOURCES DISTRICT, a political  
subdivision of the State of Nebraska

By: \_\_\_\_\_  
David Potter

Title: \_\_\_\_\_  
General Manager

STATE OF NEBRASKA                    )  
                                                  ) ss:  
COUNTY OF LANCASTER            )

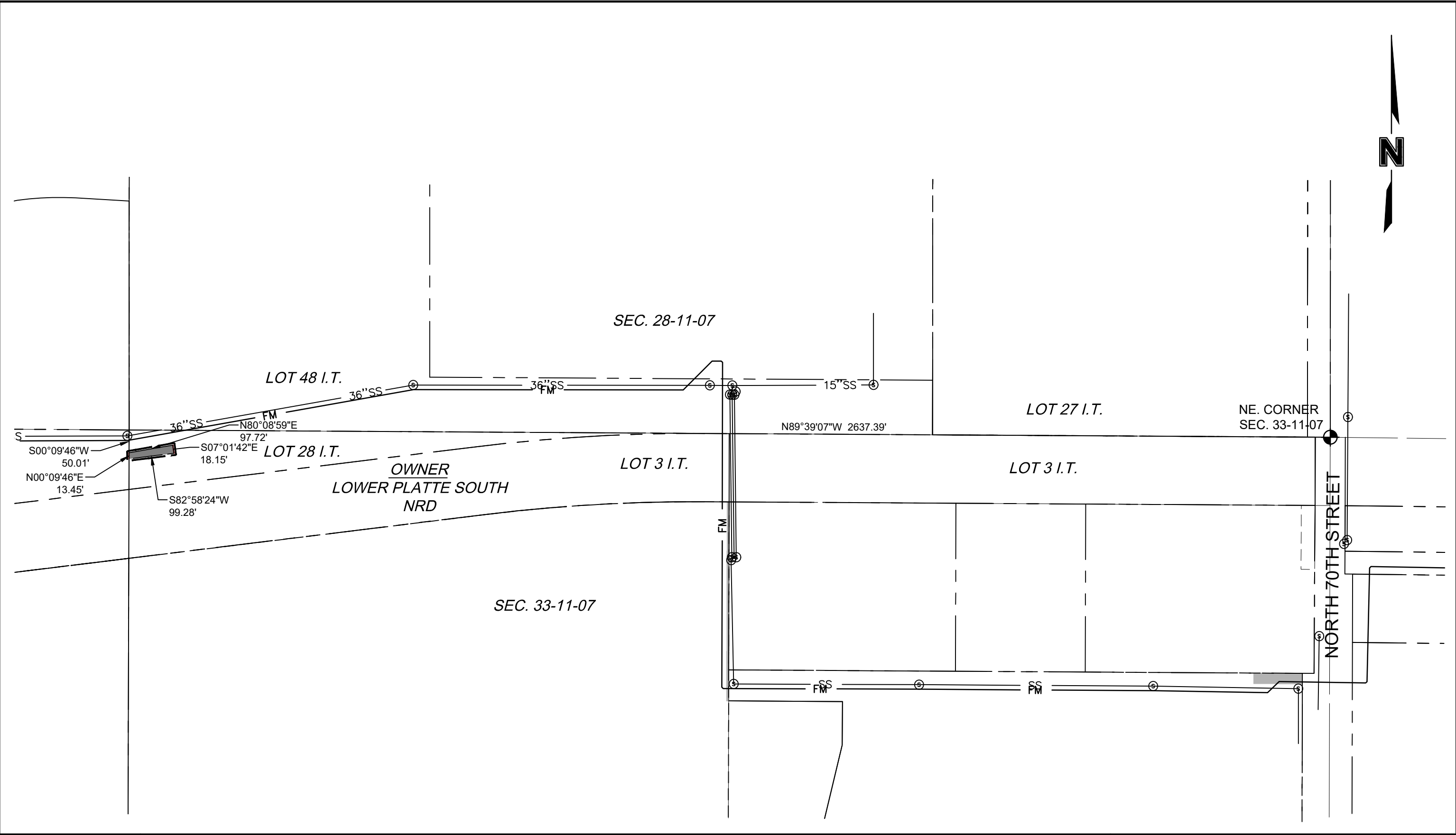
The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **David Potter, General Manager** of the **Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska**, on behalf of the political subdivision of the State of Nebraska.

(S E A L)

\_\_\_\_\_  
Notary Public



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DATE: May 14, 2025 10:17am USER: sflyc



|                       |                                                                    |                                                                                       |                                                                                                  |         |
|-----------------------|--------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|---------|
| PROJECT NO: 024-00079 | LOWER PLATTE SOUTH NRD<br>PERMANENT UTILITY EASEMENT<br>LOT 8 I.T. |  | 601 P Street, Suite 200<br>P.O. Box 84608<br>Lincoln, NE 68508<br>olsson.com<br>TEL 402.474.6311 | EXHIBIT |
| DRAWN BY: SLF         |                                                                    |                                                                                       |                                                                                                  | 12      |
| DATE: 05.12.2025      |                                                                    |                                                                                       |                                                                                                  |         |



**LINCOLN**

Urban Development

Agency: CITY OF LINCOLN

Project No.: 705166

Tract No.: 12

### STATEMENT OF OFFER

The City of Lincoln, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Lincoln's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Lower Platte South Natural Resources District**, with this written statement of offer made to acquire the property.

This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

|                             |                                       |                       |
|-----------------------------|---------------------------------------|-----------------------|
| Permanent Easement:         | 17,728 sq. ft. x \$3.00/sq. ft. x 40% | \$ 21,274.00 ®        |
| Permanent Easement:         | 69,594 sq. ft. x \$0.18/sq. ft. x 40% | \$ 5,011.00 ®         |
| <b>Total Amount Offered</b> |                                       | <b>\$ 26,285.00 ®</b> |

This written statement represents the City of Lincoln's offer made in an amount not less than the appraised valuation of the property.

This offer is being made on the 3<sup>RD</sup> day of NOVEMBER, 2025, and the total amount of this offer is **\$26,285.00**.

Sincerely,

Michelle R. Backemeyer  
Real Estate & Relocation Agent  
Urban Development Department

November 3, 2025



**LINCOLN**

Urban Development

Lower Platte South Natural Resources District  
3125 Portia Street  
Lincoln, NE 68521

Project: Agate Blowdown Line, 705166, Tract No. 12

This letter contains information about the proposed purchase of your property rights. The offer contained in the contracts you have received is based on a reviewed estimate of just compensation that we believe reflects the fair market value of your property and/or easements.

The legal description and location of your property is:

Lot 28, Irregular Tract in the Northeast 1/4 of Section 33, Township 11 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska; vicinity of N. 56<sup>th</sup> & Alvo Road

The legal title we need is:

Permanent Easements

The improvements we are purchasing from you are:

None

The improvements we are purchasing that are owned by someone else are:

None

If the project includes a total acquisition of your property, we will pay reasonable, and if necessary, some of the following costs:

- (a) Recording fees, transfer taxes, documentary stamps, evidence of title, boundary survey, legal descriptions, and similar expenses incidental to selling us your property.
- (b) Penalty costs and other charges for prepayment of preexisting recorded mortgage.
- (c) Pro rata share of real estate taxes allocable to the period after we purchase your property.

In most cases, we will pay these costs directly so that you will not have out-of-pocket expenses.

You are also eligible for certain expenses if a court decides that we cannot condemn your property, if we abandon a condemnation of your property, or if you are successful in an inverse condemnation action.

You may appeal our decision of your eligibility for the amount of the previously described relocation payments. Your written appeal must be filed with us within 60 days after we have given you written notice of our original decision. If you are still not satisfied after our review of your appeal, you may seek judicial review of our final decision.

Sincerely,

Michelle R. Backemeyer  
Real Estate and Relocation Agent  
Urban Development Department

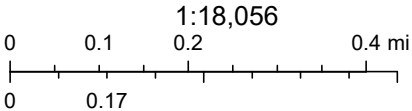
Document Page #20

# Salt Creek at 56th Street



11/7/2025, 11:39:47 AM

-  Parcels
-  Sections (PLSS)
-  Counties (Ipsnrd)



Eagleview, Vantor, Esri, HERE, IPC

The original data was clipped from the Nebraska Section Corner Boundaries shapefile downloaded from the Nebraska Department of Natural Resources. | gWorks, Cass County GIS, Lancaster County Assessor/Register of Deeds Office, Digitized Deeds and Web App Builder for ArcGIS



## LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581  
P: 402.476.2729 • F: 402.476.6454 | [www.lpsnrd.org](http://www.lpsnrd.org)

### Memorandum

**Date:** November 7, 2025

**To:** Drew Ratkovec, Projects Manager

**From:** Alex Lautenschlager, Operations and Maintenance Technician

**Subject:** Debris Removal at 48<sup>th</sup> St and Antelope Creek

This is a silt and debris removal project from the Antelope Creek channel at 48th street in central Lincoln, Nebraska. The channel, which is constructed of a concrete flow liner and gabion rock baskets with earthen banks, resides South of Normal Blvd, and North of Van Dorn Street. It runs underneath 48th street through a box culvert next to the Billy Wolff Trail. The total stretch of channel required to be removed of silt and debris is approximately 0.12 miles or has a total area of 0.31 acres. The material that is removed will be hauled away and dumped at a location out of the flood plain.

District staff reached out to three contractors and received three quotes.

|                               |             |
|-------------------------------|-------------|
| Gana Trucking and Excavating: | \$22,464.00 |
| Brandt Excavating:            | \$61,336.00 |
| Nebraska Digging:             | \$44,500.00 |

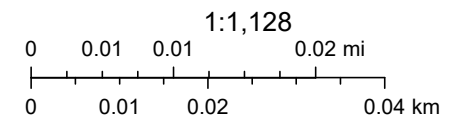
Staff recommends the quote from Gana Trucking and Excavating at twenty-two thousand, four hundred sixty-four dollars. This was the low bid received, and this contractor has done satisfactory work in the past.

# Antelope Creek Debris Removal



11/6/2025, 11:31:32 AM

 LPSNRD Boundary



Esri, HERE, iPC, Eagleview, Microsoft, Vantor