



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

Agenda Item #11

TO: Board of Directors

FROM: Dan Schulz, Resources Coordinator *DS*

DATE: August 19, 2020

SUBJECT: Recreation, Forestry & Wildlife Subcommittee Minutes

On Tuesday, August 18, 2020, the Recreation, Forestry and Wildlife Subcommittee virtually met at 5:30PM. Subcommittee members Go Toing were Chair, Anthony Schutz, Gary Aldridge, Deb Eagan, Luke Peterson, Ray Stevens, and Sarah Wilson. Others virtualizing were Tyler Cramer- Olsson; Scott Hrabik-JEO; Amy Jones- Prairie Plains Resource Institute; Ariana Kennedy, David Potter, Larry Ruth, Brian Schuele-Olsson; Dan Schulz, and Paul Zillig.

Agenda item #1. Village of Elmwood Request-Storm Water Land Rights Easements on the MoPac East Conservation Corridor. See attached numbered pages 1-4. Staff provided background on Elmwood’s storm water project north of “E” Street and along Railroad Avenue. Hrabik provided clarifications and answered questions on Elmwood’s need for the permanent easement for the storm water outlet and the temporary construction easement for cleaning out the drainage ditch on District property.

It was moved by Stevens, seconded by Eagan and unanimously approved to recommend that the Lower Platte South NRD Board of Directors authorize the General Manager to execute a permanent drainage easement and temporary construction easement within the MoPac East Conservation Corridor for the Village of Elmwood’s street improvement project along Railroad Avenue subject to legal counsel review.

Agenda item #2. Olsson Professional Services Agreement – MoPac East & Homestead Trail Bridges Repair Options and Construction Documents. See attached numbered pages 5-24. Staff reviewed the trail bridges inspections completed by Theisen Construction and the four bridges Theisen identified as those in most need of repairs, two bridges on the Homestead Trail and two bridges on the MoPac East Trail. Schuele and Cramer answered questions on the Olsson scope of services and the letter agreement to prepare repair/replacement options, construction plans and provide bidding services.

It was moved by Eagan and seconded by Stevens to recommend that the Lower Platte South NRD Board of Directors approve the letter agreement for professional services with Olsson to develop repair/replacement options, construction documents and specifications to repair four bridges on the MoPac East Trail and the Homestead Trail on a time and expense basis not to exceed \$59,000.

Voting in favor of the motion were Eagan, Peterson, Schutz, Stevens and Wilson.

Not voting – Aldridge.

Agenda item #3. Nebraska Environmental Trust Grant Application – Wachiska Audubon Request for Matching Funds. See attached numbered pages 25-33. Knott provided background and answered questions about Wachiska Audubon and the need for the District’s matching funds for the Nebraska Environmental Trust (NET) grant application. Knott explained that if the NET grant is approved, the matching funds for prairie maintenance expenses (\$3,000/year for three years) won’t be needed until fiscal year 2022.

It was moved by Stevens, seconded by Peterson and unanimously approved to recommend that the Lower Platte South NRD Board of Directors pledge \$3,000 per year for three years of matching funds towards Wachiska Audubon’s Nebraska Environmental Trust grant application for prairie maintenance expenses.

Agenda item #4. Homestead Trail – Etmund Haying Lease. See attached numbered pages 34-38. Staff reviewed situations where adjacent landowners had been farming lands that were part of the trails conservation corridor when the

District obtained the corridor. Over a period of time, the District verified the property boundary, built fences on the property line and converted those farmed segments back to native grass and wild flowers. One of those areas is adjacent to Larry Etmund who is interested in a haying lease on those converted lands. Staff discussed conversations with Mr. Etmund who is willing to clear out the encroaching woody vegetation in exchange for a lease to hay. He is willing to hay half of the converted land a year or, hay it all every other year. Staff explained this would be beneficial to maintain the grassland planting so it doesn't eventually become a woodland.

It was moved by Stevens, seconded by Eagan and unanimously approved to recommend that the Lower Platte South NRD Board of Directors authorize the General Manager to sign a lease with Larry Etmund to hay grasslands along a portion of the Homestead Trail subject to legal counsel review.

Agenda item #5. Recreation, Forestry and Wildlife Subcommittee Measurable Goals and Outcomes. See attached numbered pages 39-43. Potter reviewed the District's master plan for fiscal year 2020 goals & outcomes and answered questions. Potter then went over the proposed master plan measurable goals and outcomes for fiscal year 2021.

It was moved by Schutz, seconded by Stevens and unanimously approved to accept the FY'21 measurable goals for RF&W subcommittee and submit the goals to Finance and Planning to include in the FY 2021 LRIP.

Agenda item #6. Conservation Easements. See attached numbered pages 44-47. Zillig went over the report on the conservation easements the District holds.

Agenda item #7. Nebraska Environmental Trust Grant Application – Prairie Plains Resource Institute Request for Matching Funds. See attached numbered pages 48-54. Jones reviewed the NET grant application to do prairie restoration on private and conservation lands in eastern Nebraska using high diversity local ecotype seed mixtures. Schulz reviewed the 2021 Long Range Implementation Plan for Recreation, Forestry and Wildlife Subcommittee program area habitat improvement which has \$25,000 budgeted to pursue programs with entities in working with private landowners on grassland management and restoration that encourages pollinator species and grassland diversity. Jones indicated the

District's matching funds would be used in the Lower Platte South NRD. The grant would be administered by Prairie Plains Resource Institute and the land owner contracts would be administered through the Nebraska Game & Parks Commission's Private Lands Program.

It was moved by Eagan, seconded by Peterson and unanimously approved to recommend that the Lower Platte South NRD Board of Directors pledge \$25,000 of matching funds towards Prairie Plains Resource Institute's Nebraska Environmental Trust grant application for grassland diversification in the Lower Platte South NRD.

Schutz adjourned the subcommittee meeting at 6:47PM.



VILLAGE OF ELMWOOD

113 West E Street, PO Box 62
Elmwood, Nebraska 68349
(402) 994 – 6705 phone | fax
villageofelmwood@msn.com

August 4, 2020

Mr. Paul Zillig
General Manager
Lower Platte South NRD
P O Box: 83581
Lincoln, NE 68501-3581

RE: Request for Permanent Drainage Easement
Village of Elmwood Street Improvements

Dear Mr. Zillig:

As a follow up to a previous discussion between the NRD and the Village of Elmwood, the Village would like to formally request a Permanent Drainage Easement from the NRD for the purpose of Design and Construction of the 2020 Street Improvements project.

Design of the project consists of replacing the asphalt pavement and adjacent ditches with new concrete curb and gutter pavement including storm sewer inlets and pipe. The existing drainage pattern at the Railroad Avenue and E Street intersection conveys runoff north along Railroad Avenue and runs onto the rock street, creating a maintenance issue for the Village. A field visit between JEO Consulting Group, Inc. and NRD personnel was completed on July 21, 2020. At the field visit, it was determined that the natural drainage path for this area is not along the east side of Railroad Avenue, but instead along the NRD drainage ditch west of the MoPac Trail. The NRD ditch has silted in approximately 175-feet north of the intersection which also contributes to the storm runoff being directed toward and on to the Railroad Avenue street surface. If approved by the NRD, the proposed 24" storm pipe that outlets the storm system at this intersection would partially lie on NRD property. Minor ditch grading on NRD property would be required to direct flow of storm runoff to the established NRD drainage ditch adjacent to the MoPac Trail. Minor grading would also be required to clean out the silt build-up in the NRD ditch approximately 175-feet north of the intersection.

We really appreciate the opportunity to request the NRD's approval with this project. Attached are the proposed drainage improvements, easement description and map which visualizes the extent of the easement. Please feel free to call our Engineer Scott Hrabik with JEO Consulting Group Inc. (402-873-6766) or myself if you have any questions.

With this letter, we are requesting that the NRD approve of a Permanent Drainage Easement for the project. Please feel free to call me or our Engineer if you have any questions.

Sincerely,

Miki Bruns
Board Chairperson, Village of Elmwood

Cc: Scott M. Hrabik, PE, JEO Consulting Group, Inc.

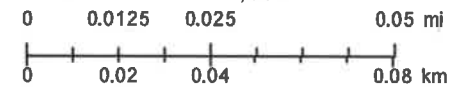


July 24, 2020
11:04 AM

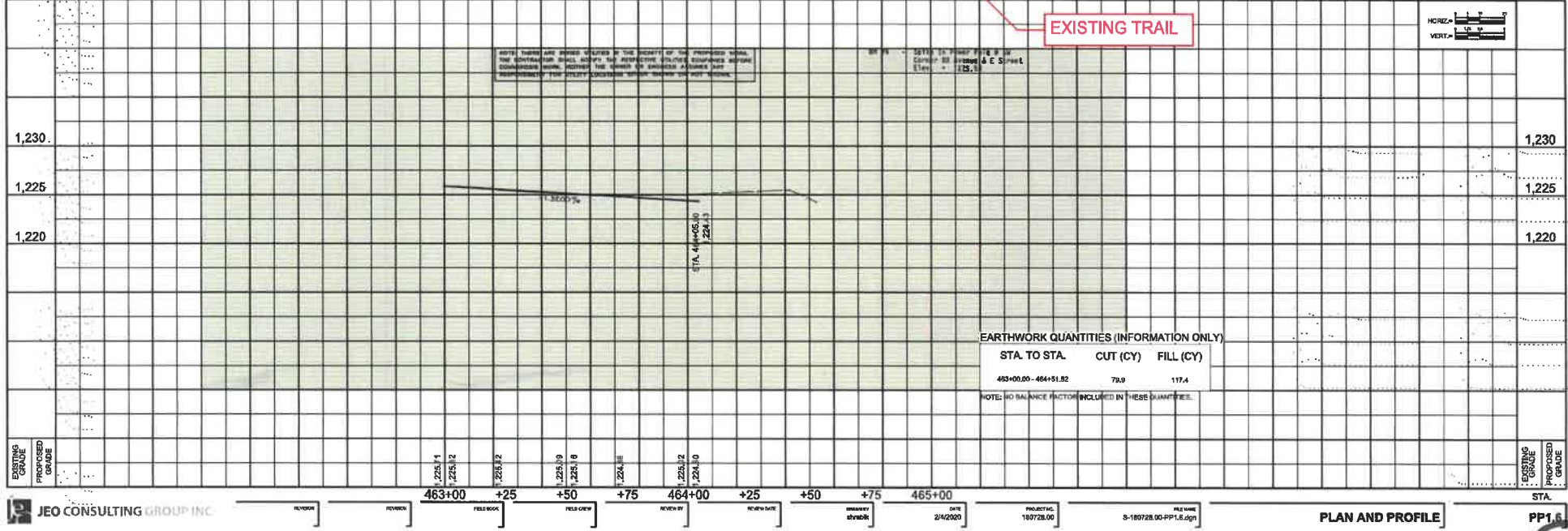
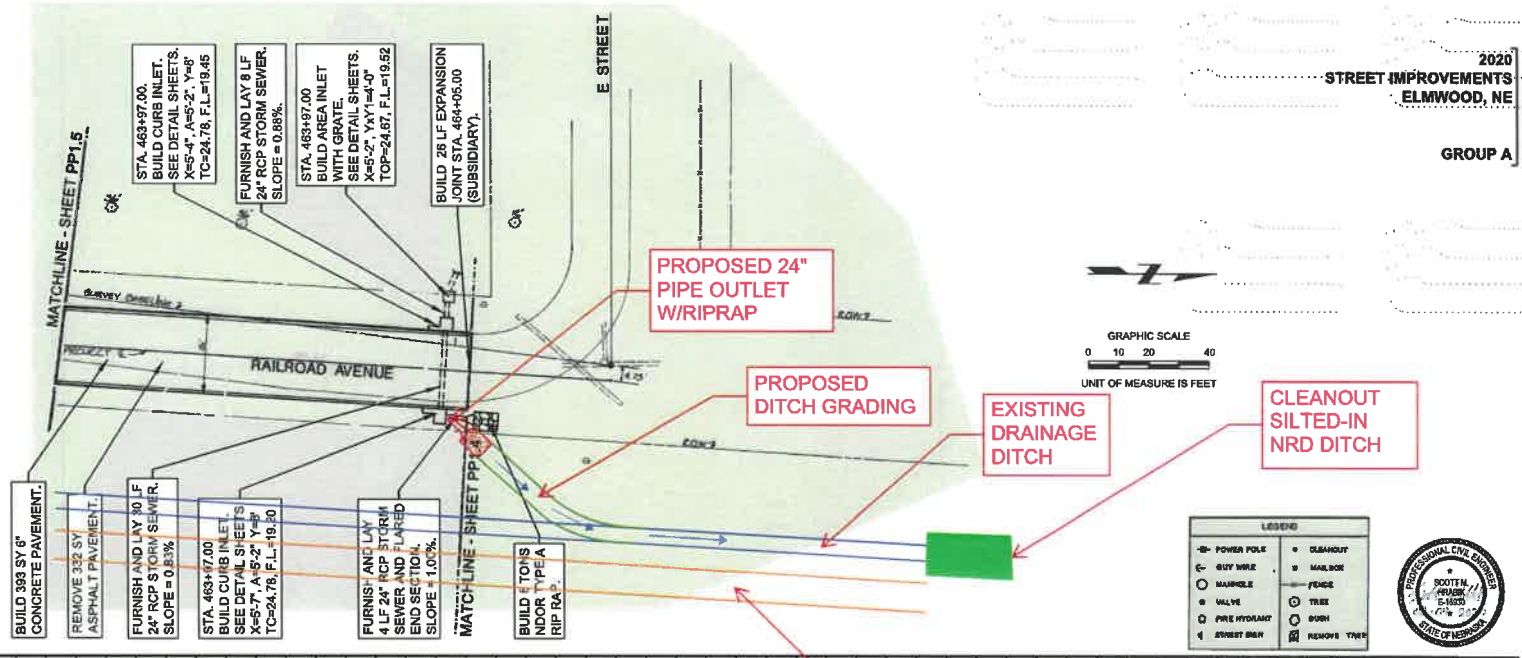
DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:1,651

- Road Centerline
- Parcels
- Building Footprint
- Sections
- City Limits



2



4

**LOWER PLATTE SOUTH NRD
PERMANENT DRAINAGE EASEMENT
ELMWOOD, NEBRASKA**

A Permanent Easement for a tract of land lying in Lot 13 within the Southern half of the Southwest quarter (S1/2 SW1/4) of Section Ten (10), Township Ten (10) North of Range Ten (10) East, Original Town, Elmwood, Cass County, Nebraska, more particularly defined as follows:

A tract of land located in the West 40-feet of Lot 13, commencing 40.0 feet south from the center of the Railroad Avenue and E Street intersection, thence Northerly a distance of 225.0 feet.

Parcel contains 9,000.0 Square Feet, more or less.



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

July 31, 2020

Lower Platte South NRD
Attn: Dan Schulz
PO Box 83581
Lincoln, NE 68501-3581

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Homestead Trail and MoPac Trail Bridge Repairs (the "Project")
Near Hickman, Elmwood and Eagle, Nebraska

Dear Dan Schulz:

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

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

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

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

SCHEDULE FOR OLSSON’S SERVICES

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

Notice to Proceed:	August 15, 2020
Visual Evaluation and Assessment:	October 15, 2020
Homestead Trail Bridge #9 Plans and Specifications:	November 30, 2020
Anticipated Letting:	December 22, 2020
Anticipated Construction Completion:	March 1, 2021
Remaining Bridge Plans and Specifications:	February 15, 2021
Anticipated Letting:	March 9, 2021
Anticipated Construction Completion:	July 1, 2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.085, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson’s Scope of Services will be provided on a time-and-expense basis not to exceed those shown in the “Compensation” section of the attached Scope of Services for each bridge.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client’s designated Project Representative shall be Dan Schulz.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Brian Schuele, PE

By 
Ross Barron, PE

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

LOWER PLATTE SOUTH NRD

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Reimbursable Expense Schedule



SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated July 31, 2020, between the Lower Platte South NRD ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at:

This project will consist of repairing four (4) public trail bridges at the following locations:

1. Homestead Trail
Bridge #9
9th Bridge south of Saltillo Rd, Lincoln, NE
2. Homestead Trail
Bridge #11
11th Bridge south of Saltillo Rd, Lincoln, NE
3. MoPac Trail
Bridge 298th West #2
4th Bridge east of Lincoln, NE
4. MoPac Trail
Bridge 310 South #2
8th Bridge East of Lincoln, NE

Project Description:

Four (4) timber public trail bridges, two (2) on the Homestead Trail and two (2) on the MoPac Trail, are currently closed due to bridge inspection findings as completed by others. The inspections indicated damaged and/or deteriorated structural elements (e.g. piling or stringers) and unstable areas (e.g. abutments) related to washouts.

This project is to assess the existing bridges by completing a visual evaluation of the above ground/water elements and prepare a written assessment report. Evaluation will focus on the specific members noted for repair in the original inspection reports provided by the Client. The visual evaluation completed by Olsson shall not be considered a substitution for any scheduled routine or special bridge inspections. The evaluation report will include a description of the structure, the findings from the visual evaluation, and recommendations of repairs needed or full replacement if repairs are not feasible. The report will include estimated costs for the repair and replacement options presented.

Upon direction from the Client on the chosen repair option, Olsson will prepare construction documents and specifications for the repair work. It is understood that this work will be completed by a contractor hired by the Client.

SCOPE OF SERVICES

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

Phase 100: Project Management

Task 101 – Project Management

The Olsson Project Manager will serve as the point of contact, maintain project schedule and budget, and coordination of project deliverables.

Olsson shall serve as the Client's professional representative in the planning of design for the Project and shall give consultation and advice to the Client during the performance of these services.

Olsson Project Manager and design team will QA/QC final construction documents in coordination with other design disciplines.

Task 102 – Project Meetings

This work shall include up to four (4) meetings with the client. It is preliminarily assumed that these meetings will include:

- A kickoff meeting with Client and the design team.
- A meeting after the submittal of all four (4) bridge assessment reports to go over any Client review comments and questions.
- A meeting after the final design submittal (100% submittal) on Homestead Trail Bridge #9 to go over any Client review comments and questions.
- A meeting after the final design submittal (100% submittal) on the remaining three bridges to go over any Client review comments and questions.

These meetings will typically involve necessary preparation and attendance by the project manager and one (1) design staff. The meetings shall be for coordination, explanation of the Project, and receive the Client's review comments from submittals. Olsson will prepare meeting minutes and submit to all attendees after the meeting. Meetings will either be at the Client's office or via. online meeting, depending on the Client's preference.

Phase 200: Design

The following tasks will be completed for each of the four (4) bridges. Task 1 site visits for each trail will be completed in the same trip. Depending on design team schedules the two bridges on each trail may be bundled for the bid package but plans and specifications will remain separate for each. At a minimum, Homestead Trail Bridge #9 will be completed first so construction can be complete by March to allow for access to a section of the trail needing repairs.

Task 1: Bridge Assessment and Evaluation Report

Olsson will be responsible for a visual evaluation of the existing bridge structure. This will evaluate the accuracy of the existing inspection data and provide a memo which summarizes commentary related to the findings. Evaluation will focus on only the critical locations noted in the most recent inspection reports provided by the Client.

- **Site visit and data gathering** will provide a broader understanding of the specific bridge and the maintenance challenges it has faced in the past. It includes gathering necessary bridge data including bridge plans, past inspection reports, past maintenance reports, among others. It also includes a site visit by a licensed Engineer in the State of Nebraska and an Engineering Intern (EI) to verify data and to perform a visual condition evaluation and take member specific condition notes and measurements to aid in preparation of repair plans. Minor non-destructive testing will be completed as required and includes hammer sounding or timber drilling as required. No other non-destructive testing will be completed. Access to bridge elements will be completed from the deck or ground utilizing a ladder only, if required.

The site visit is not intended to serve as a supplemental inspection of the bridge, but rather an opportunity for Olsson to evaluate the current state of the bridge. Additional photographs will be taken at this time.

- **Preparation of a Technical Memo** that summarizes the findings of the structure evaluation and assesses the condition of the bridge. Any deficiencies in the existing bridge elements evaluated shall be presented along with potential strategies for repair/rehabilitation. Recommendations related to repairs will be provided with reasoning clearly described.

Task 2: Bridge Repair Plans

Upon direction from the Client on the preferred repair alternative, Olsson will be responsible for preparing construction plans and specifications to repair noted bridge deficiencies. Design of the repairs will be in accordance with the applicable AASTHO Design Specifications as required for repair work of this kind along with standard bridge practices in the state of Nebraska as noted in the NDOT Bridge Office Policies and Procedures Manual. Repair methods may utilize in-kind timber material or alternates such as steel or concrete to provide a more structurally sound repair or easier construction as needed.

It is assumed that the following repairs will be included in the design:

- Repair / Replacement of deteriorated substructure elements (piles, caps, backwalls). This includes:
 - Installing sheet pile at abutments due to undermining
 - Installing or replacing missing or broken bracing at bents
 - Repairing or replacing broken or rotten pile
 - Repairing or replacing broken or rotten caps
 - Full bent replacement will be completed as required. If multiple bents on one bridge need replaced one bent design will be used for all.
- Repair / replacement of deteriorated superstructure elements (stringers). This includes:
 - Replacing broken or rotten stringers
- Removing debris from channel that may be causing washouts
- Removal / Replacement of necessary bridge elements to complete the work as required.



The repairs listed are considered maintenance repairs and are not intended to increase the bridge capacity from the pre-closure capacity. Any capacity increases or need to increase capacity to a specific building code (AASHTO, IBC, etc.) as required by the Client will require an amendment to this scope and fee.

Additional repairs discovered as part of the bridge assessment and not within the categories outlined above or that are significantly different than those shown in the inspection reports provided by the Client (see below) may necessitate a supplement to Olsson's scope of work. This includes substantially more repairs than shown in the inspection reports.

Any repairs / replacement efforts that include new spans that are not in-kind (timber) or fully structure replacements are considered beyond those described and will require an amendment to this scope and fee.

Anticipated plan sheets to be included in the final deliverable:

- General Notes, quantities, and index
- Aerial map of project and contractor access locations off local or state roads
- General plan sheet
 - General right-of-way limits will be shown. These typical limits shall be provided by the Client. All work shall be inside of the right-of-way.
 - All known utilities will be indicated. Contractor will be responsible for locating utilities prior to work as will be indicated in the plans.
 - General access locations to work in or near the channel will be shown. No contractor access crossings or bridges are anticipated. If any are required to complete the work may necessitate a supplement to Olsson's scope of work.
- Removal Sheets
- Repair Sheets

Final deliverable will include bid item quantities and necessary Special Provisions.

Recommended work indicated in the inspection reports provided by the Client are recreated below for reference:

Homestead Trail Bridge #9

Recommended Work:

Take Bridge Out of Service

Post/Replace piling 3,4, and 5 Bent #1

Invasive inspection of cap Bent #1

Post/Replace pile 2 Bent #2

Remove large concrete tube and debris from Span #2

Replace piling 1 and 2 Bent #3 (14" x 4') and (12" x 4'6")

Reinforce backwall using steel sheets Bent #4

Homestead Trail Bridge #11

Recommended Work:

- Replace/post Bent #1 (16"x1' tall)
- Invasive inspection pile 4 Bent #1
- Replace/post pile 1 Bent #2 (14"x8')
- Invasive inspection of cap Bent #2
- Replace pile 1 Bent 3 (13"x12')
- Replace piling 1,2, and 5 or frame entire bent #4 (12"x14', 12"x14', 11"x14')
- Remove drift span #5 and span #6
- Replace X brace bent #6 (4x8x20')
- Replace pile 2 and 5 Bent #6 (13"x12"x22'6)
- Replace pile 2 Bent #7 (22'6 x 12")
- Invasive inspection pile 5 Bent #7
- Install X brace to top and bottom of Bent #7 as well as sash (19' pile with no supports)
- Need report stating depth of steel sheet piling behind bent 8

MoPac Trail Bridge 298th West #2

Recommended Work:

- Monitor soil loss through backwall Bent #1
- Replace cap Bent #2
- Invasive inspection pile 2 Bent #4
- Invasive inspection pile 6 Bent #5
- Replace missing spacer block for X brace Bent #5
- Replace east X brace Bent #5
- Remove concrete in creek that is causing scour Span #5
- Invasive inspection piling 1,3,7 Bent #6
- Invasive inspection pile 5 Bent #7
- Add bottom X brace and Sash to Bent #7
- Drive steel sheet piling behind backwall and add wings to prevent losing backwall Bent #8

MoPac Trail Bridge 310 South #2

<p>Recommended Work:</p> <p>Reinforce backwall to prevent further soil loss</p> <p>Replace/post pile 2 and 4 bent #1</p> <p>Frame Bent #2 or post pile 1-4, add a sill, and replace cap</p> <p>Frame Bent #3 or post piling 1-5, add sill, replace cap</p> <p>Frame Bent #4 all piling are rejected will need new cap, X brace, sash, and pile</p> <p>Replace/post piling 1,3,4,5 on Bent #5, replace cap, add x brace</p> <p>Replace/post piling 1 and 5 bent #6</p> <p>Replace 2x12 shim under south stringers bent #6</p> <p>Replace/post piling 2,4,5 bent #8</p> <p>Replace/post piling 2 and 4 bent #9</p> <p>Drive steel sheets behind backwall to stop soil loss, Bent #9</p>
--

Task 3: Bidding Services

Olsson shall assist the Client in selection of private construction contractors on a competitive public bid basis. Two bid packages for two bid periods is included that would include both the Homestead Trail Bridge #9 scope of work and the remaining three bridges scopes of work. Tasks performed under bidding services shall include the following:

- o Prepare and Distribute Bid Documents - Olsson shall arrange for preparation and distribution of bid documents to prospective bidders through Quest online bidding service.
- o Answer Bidder Questions – Olsson shall answer bidder's questions regarding the construction documents.
- o Maintain Bidders List – Olsson shall collect and maintain information about the bidders that have bidding documents.
- o Prepare Addenda – Olsson shall prepare and distribute addenda that may be needed during the bid phase to the bidders that have bidding documents. Up to one (1) addenda is included.
- o Attend Bid Opening – Olsson shall attend bid opening to assist Client in opening bids.
- o Evaluate Bids – Olsson shall evaluate the bids and qualifications of the bidders and provide a tabulation of all bids for comparison and discussion with Client. We will also make a recommendation of award to Client based on the bid tabulations.
- o Prepare Conforming Copies of Contracts – Olsson shall assist the Client in the preparation and distribution of conforming copies of the executed contracts.

Deliverables:

Each of the four (4) bridges will have the following deliverables:

- Bridge assessment technical memo outlining issues and required repairs
- Final Construction Plans, Special Provisions, and Opinion of Probable Cost (100%)
- Signed Construction Plans, Special Provisions, and Opinion of Probably Cost (PS&E)

Client Provided Information:

Olsson shall utilize the inspection reports previously provided by the Client. These reports do not have dates but were indicated as being completed by Theissen Construction in 2019. Any additional information the Client has on the bridges (plans, load ratings, additional inspection reports, etc.) shall be provided, if available, at Olsson's request.

Exclusions

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Public Meetings
- Coordination with Agencies beyond the Client
- Survey
- ROW determination or Acquisition
- Non-destructive testing beyond those indicated
- New Bridge Design
- Load Rating of the Bridge
- Trail repair plans
- Traffic control plans for contractor access off any local or state roads
- Hydraulic Evaluation
- Geotechnical Services
- Floodplain Permitting
- Any other permitting
 - a. Because these repairs are considered "maintenance" it is anticipated no permitting is required.
- Stormwater Pollution Prevention Plan (SWPPP)
 - a. Not required when disturbance is under 1.0 acres
- Construction Services – Administration, Observation, Materials Testing and Staking
 - a. These services can be added by amendment once construction scope and timeline is determined
- Record Drawings
- Items not specifically included in the Scope of Services above.

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

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

COMPENSATION

Task	Description	Fee Type	Fee
Phase 100 – Project Management			
100100	Project Management	TMNTE	\$3,500.00
100200	Project Meetings	TMNTE	\$3,200.00
Phase 100 – Project Management Total			\$6,700.00
Phase 200 - Homestead Trail Bridge #9			
200100	Bridge Assessment & Evaluation Report	TMNTE	\$3,000.00
200200	Bridge Repair Plans	TMNTE	\$ 8,100.00
200300	Bidding Services	TMNTE	\$ 1,000.00
Phase 200 – Homestead Trail Bridge #9 Total			\$12,100.00
Phase 300 - Homestead Trail Bridge #11			
300100	Bridge Assessment & Evaluation Report	TMNTE	\$3,000.00
300200	Bridge Repair Plans	TMNTE	\$ 9,200.00
300300	Bidding Services	TMNTE	\$ 800.00
Phase 300 – Homestead Trail Bridge #11 Total			\$13,000.00
Phase 400 - MoPac Trail Bridge 298th West #2			
400100	Bridge Assessment & Evaluation Report	TMNTE	\$3,000.00
400200	Bridge Repair Plans	TMNTE	\$ 8,600.00
400300	Bidding Services	TMNTE	\$ 800.00
Phase 400 – MoPac Trail Bridge 298th West #2 Total			\$12,400.00
Phase 500 - MoPac Trail Bridge 310 South #2			
500100	Bridge Assessment & Evaluation Report	TMNTE	\$3,000.00
500200	Bridge Repair Plans	TMNTE	\$ 11,000.00
500300	Bidding Services	TMNTE	\$ 800.00
Phase 500 – MoPac Trail Bridge 310 South #2 Total			\$14,800.00
Total Project			\$59,000.00

REIMBURSABLE EXPENSE SCHEDULE

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

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.575/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated July 31, 2020 between Lower Platte South NRD ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT’S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client’s requirements for the Project(s); designate and identify in writing a person to act with authority on Client’s behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson’s submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson’s services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client’s favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson’s statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson’s compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)’ applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson’s Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson’s income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson’s standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then 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. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by litigation.

6.2.2 Deleted

6.2.3 If either party elects litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the litigation being conducted. Any litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute as provided by law

6.3 Certification of Merit

Deleted

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client 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 of the information contained in any electronic

file is the work product and instrument of service of Olsson, 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 Client. The information contained in any electronic file is provided for the convenience to the Client 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 stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson 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 Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants 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 Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson 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 or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable 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(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client

specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 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.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor 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 in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing,

conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar

agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including,

but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth unless Olsson knew or should have known of such substance.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling 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.

7.12 Subconsultants

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

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client 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.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other

delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amounts of insurance provided in paragraph 7.17 below, the requirements for Insurance. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

7.17 Insurance

Olsson agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$1,000,000; Automobile Liability Insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; Excess Liability or Umbrella coverage in the amount of \$2,000,000; and Professional Liability insurance of \$1,000,000 per claim, all for protection against claims arising out of performance of services under this Agreement caused by the negligent acts, errors or omissions for which Olsson is legally liable. Client shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance for all types of insurance referred to above will be furnished to Client. Olsson agrees to waive subrogation with respect to all applicable policies.

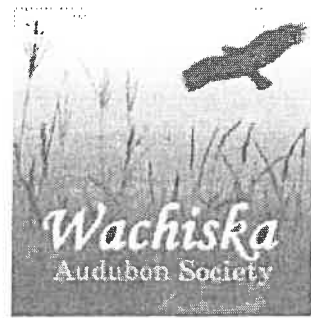
General Provisions updated 06/16/2020

Wachiska Audubon Society

Southeast Nebraska Chapter of the National Audubon Society

4547 Calvert Street ▪ Suite 10 ▪ Lincoln NE 68506-5643
402.486.4846 ▪ office@WachiskaAudubon.org

12 August 2020



Mr. Paul Zillig
General Manager,
Lower Platte South NRD
3125 Portia St.
Lincoln, Nebraska 68521

Dear Mr. Zillig,

We would like to request a pledge from the Lower Platte South NRD Board to assist the Wachiska Audubon Society (WAS) in acquiring a grant from the Nebraska Environmental Trust (NET).

Wachiska Audubon's Prairie Program is growing. We are now at a point that we need to become a more professional organization. We know that we must have a paid part time prairie manager to handle the responsibilities of our 32 native prairies in the future. We can no longer rely on volunteers alone to do the work. To achieve this goal, we will be applying for a grant to the Nebraska Environmental Trust on September 1st that will allow us to hire a part time prairie manager. We will be asking the NET for a grant of \$191,200 over a period of three years (\$63,700 per year average) for salary and benefits. This is a first step toward our ultimate goal which is to complete a self-supporting endowment fund that will fund the prairie manager position. We are continuing to raise funds for this self-maintaining fund at the Lincoln Community Foundation.

In order to have the best chance of success with our NET grant application, Wachiska Audubon will be matching the requested amount with a pledge of our own of \$75,800 per year or \$227,600 over three years (approximate figures). Our matching pledge will be for taking care of the non-salary part of our prairie program such as the costs of materials, supplies, property taxes (we pay property taxes) and costs of outside contractors. Much of our pledge involves in-kind donations (\$40,000 per year) for: volunteer administration and organization work (developing haying and other contracts, maintaining records), and volunteer labor of many kinds (monitoring of prairies, spot weed spraying and cutting, fence building, tree cutting, prescribed burning, etc.).

Having the NRDs as partners, we believe, greatly improves our chances of being awarded the NET grant. We are asking the Lower Platte South NRD to help us with the cash portion of our match by making a partial matching donation pledge of \$3,000 per year for each of the three years of the NET grant application. This amount would contribute toward paying the repair or replacement cost of our roadside prairie information signs, small equipment needs such as sprayers or weed whippers, and management of our prairies in general.

For example, our cost for replacing our wooden signs is about \$500 or more each, many are getting old. Our costs in hiring an outside contractor this past year for cedar tree removal was \$4,000. For spraying invasive weeds, we needed to hire a contractor for \$3,500 for spot

spraying several of our prairies. In the past we have needed to pay for fencing, water lines and watering tanks for cattle (Klapka Prairie). As volunteers we have small equipment costs and gasoline costs for our vehicles, herbicide costs, and other expenses.

No funds would change hands until our grant is approved by the Nebraska Environmental Trust in April, 2021. If we are awarded this grant from the Lower Platte South NRD we would not request any payment until after the 2021/2022 budget cycle begins in July of 2022. We will be asking for pledges from the Nemaha NRD and the Lower Platte North NRD as well for the upcoming grant application.

We believe that some of our native prairies, though small, are among the best prairies remaining in southeastern Nebraska for species diversity and wildlife value. Four of these grasslands are in Lower Platte South NRD, and we are looking for more near Garland, Valparaiso and Weeping Water, for example. Even those prairies that are outside the Lower Platte South's boundaries are close to Lancaster County where many families have an interest in birds, hiking, nature and the outdoors.

The nine prairies we own are open all year round for anyone to visit and explore. We think they make ideal education areas for both grade school students and upper level students as well. For example, the fourth graders at the Syracuse Elementary have been participating in a field trip to Dieken Prairie, for what we call Prairie Discovery Day, almost every September since 2005. We would be very happy to cooperate with the Lower Platte South NRD in developing some educational ideas to get people out to see these prairies for themselves. Thank you for considering our request.

Sincerely,



Mr Stu Luttich
President-WAS
ranifer@windstream.net
402-759-3597

Mr. Tim Knott,
WAS-Education Committee Chairperson
wachiskaoffice2@gmail.com
Cell: 402-217-8505

DRAFT

WACHISKA AUDUBON SOCIETY -- PRAIRIE HABITAT MANAGEMENT -- 3 YEAR PROPOSED BUDGET

Note: Budget includes all paid and in-kind expenses.

	2020 (for comparison only, not in 3-year total)	2021	2022	2023	Three year total
Taxes on Land	\$ 16,000.00	\$ 16,000.00	\$ 17,000.00	\$ 18,000.00	\$ 51,000.00
Equipment Rental	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 10,500.00
Accounting/Legal	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00
In the Field Labor*					
weed control, burning, spraying, fence, water, sign maintenance					
And to include PHM training and supervision in the future					
Volunteer labor	\$ 40,000.00	\$ 36,000.00	\$ 32,000.00	\$ 28,000.00	\$ 96,000.00
Mileage, expenses	\$ 9,000.00	\$ 7,200.00	\$ 5,400.00	\$ 3,600.00	\$ 16,200.00
* Specialized contract services	\$ 21,500.00	\$ 22,000.00	\$ 24,000.00	\$ 26,000.00	\$ 72,000.00
Prairie Habitat Manager					
Contract wage (\$25/hr, no benefits)		\$ 36,000.00	\$ 38,000.00	\$ 40,000.00	\$ 114,000.00
Mileage, expenses		\$ 7,000.00	\$ 7,500.00	\$ 8,000.00	\$ 22,500.00
Small tools		\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 2,500.00
TOTALS	\$ 100,000.00	\$ 139,200.00	\$ 137,900.00	\$ 137,600.00	\$ 414,700.00

*In the field labor estimates based on:
 2019 non-tax expenses estimate (\$37,000 - 16,000 taxes)= \$21,500
 Volunteer/inkind per Stu's chart, \$40,000 (100%)

*Includes spraying invasive weed control

27

YEAR 1

PRAIRIE HABITAT MANAGEMENT -- 2021 -- BUDGET AND INCOME SOURCES

	Budget needed	Wachiska Audubon Society Contributions			NET Contribution	Income Totals
		Earned	Grants	Inkind	NET per year	
Taxes on Land	\$ 16,000.00	\$ 16,000.00	\$ -	\$ -	\$ -	\$ 16,000.00
Equipment Rental	\$ 3,500.00		\$ -	\$ -	\$ 3,500.00	\$ 3,500.00
Accounting/Legal	\$ 10,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 2,000.00	\$ 10,000.00
In the Field Labor*						
weed control, burning, spraying, fence, water, sign maintenance						
And to include PHM training and supervision in the future						
Volunteer labor	\$ 36,000.00			\$ 36,000.00		\$ 36,000.00
Mileage, expenses	\$ 7,200.00	\$ 3,500.00			\$ 3,700.00	\$ 7,200.00
Specialized contract services	\$ 22,000.00	\$ 4,300.00	\$ 9,744.00		\$ 8,000.00	\$ 22,044.00
Prairie Habitat Manager						
Consulting wage	\$ 36,000.00	\$ -	\$ -	\$ -	\$ 36,000.00	\$ 36,000.00
Mileage, expenses	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00
Small tools	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
TOTALS	\$ 139,200.00	\$ 27,800.00	\$ 9,744.00	\$ 40,000.00	\$ 61,700.00 44% of total	\$ 139,244.00

WAS Earned -- Revenu from haying and cropland rental

WAS Grants -- Years 4-6 of 15-year current govt grant (what is is called?)

WAS Inkind -- WAS member contributions of time, equipment, other services

Notes:

Earned and grant income -- J20 + J21 -- based on recent year Conservation Committee Income

N20 is a very conservative estimate of in-kind activities in the future. Need to discuss this; Stu did a comprehensive overview of volunteer activities, do we expect to continue to have that much volunteer activity if we hire a prairie manager?

28

YEAR 2

PRAIRIE HABITAT MANAGEMENT -- 2022 -- BUDGET AND INCOME SOURCES

	Budget needed	Wachiska Audubon Society Contributions			NET Contribution	Income Totals
		Earned	Grants	Inkind	NET per year	
Taxes on Land	\$ 17,000.00	\$ 17,000.00	\$ -	\$ -	\$ -	\$ 17,000.00
Equipment Rental	\$ 3,500.00		\$ -	\$ -	\$ 3,500.00	\$ 3,500.00
Accounting/Legal	\$ 10,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 2,000.00	\$ 10,000.00
In the Field Labor*						
weed control, burning, spraying, fence, water, sign maintenance						
And to include PHM training and supervision in the future						
Volunteer labor	\$ 32,000.00			\$ 36,000.00		\$ 36,000.00
Mileage, expenses	\$ 5,400.00	\$ 3,400.00			\$ 2,000.00	\$ 5,400.00
Specialized contract se	\$ 24,000.00	\$ 4,300.00	\$ 9,744.00		\$ 10,000.00	\$ 24,044.00
Prairie Habitat Manager						
Consulting wage	\$ 38,000.00	\$ -	\$ -	\$ -	\$ 38,000.00	\$ 38,000.00
Mileage, expenses	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00
Small tools	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
TOTALS	\$ 137,900.00	\$ 28,700.00	\$ 9,744.00	\$ 40,000.00	\$ 63,500.00 44% of budget	\$ 141,944.00

29

YEAR 3

PRAIRIE HABITAT MANAGEMENT -- 2023 -- BUDGET AND INCOME SOURCES

			Wachiska Audubon Society Contributions			NET Contribution	Income Totals
			Earned	Grants	Inkind	NET per year	
Budget needed							
Taxes on Land	#	\$ 18,000.00	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00
Equipment Rental	#	\$ 3,500.00		\$ -	\$ -	\$ 3,500.00	\$ 3,500.00
Accounting/Legal	#	\$ 10,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 2,000.00	\$ 10,000.00
In the Field Labor*							
weed control, burning, spraying, fence, water, sign maintenance							
And to include PHM training and supervision in the future							
Volunteer labor	#	\$ 28,000.00			\$ 28,000.00		\$ 28,000.00
Mileage, expenses		\$ 3,600.00	\$ 3,600.00				\$ 3,600.00
Specialized contract se	#	\$ 26,000.00	\$ 4,300.00	\$ 9,744.00		\$ 12,000.00	\$ 26,044.00
Prairie Habitat Manager							
Consulting wage		\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00
Mileage, expenses		\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00
Small tools		\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
TOTALS		\$ 137,600.00	\$ 29,900.00	\$ 9,744.00	\$ 32,000.00	\$ 66,000.00	\$ 137,644.00
						48% of budget	

30

Background Information on Wachiska Audubon and our Prairie Program

A. The Wachiska Audubon Society, who are we?

Wachiska Audubon Society is the local, self-supporting, and semi-independent chapter of the National Audubon Society for Lincoln and the 17 counties of southeastern Nebraska. We were organized in 1973 and will soon be celebrating our 50th anniversary. Wachiska Audubon has regular monthly meetings for the public with informative speakers, and a monthly newsletter, the Babbling Brook. We hold regular field trips, nature education events and programs for young people. Our membership includes approximately 300 active local members and approximately 1,000 general members throughout southeastern Nebraska.

In the 1970s we worked with other groups to protect flows in the Platte River to insure the survival of the Sandhill Crane migration. We initiated the passage of Nebraska's first Rare and Endangered Species Act in the state legislature in the 1970s. Wachiska members created a major bird rehabilitation center, the Raptor Center, to treat injured hawks, owls and eagles in the late 1970s.

Beginning in the early 1980s we recognized the continuing disappearance of tallgrass prairie in eastern Nebraska and began work to protect a few of the best remaining prairies. Our first success was the protection of Lincoln's Nine-Mile Prairie for use by the University of Nebraska. We have continued to work for protection of native prairies, and now are responsible for 32 native prairies (we own nine of them) in southeast Nebraska totaling approximately 1,000 acres.

B. What is the nature of the NET grant that Wachiska intends to apply for?

Our goal is to obtain funds that will allow us to hire a part time prairie manager on a permanent basis, and to be able to pay some of the other costs associated with protecting the 32 native prairies that we are responsible for. We plan to submit an application to the NET for a 3 year grant program totaling \$191,200 (approximately \$63,700 per year) in September, 2020. If our grant is successful, these funds will be focused on hiring a knowledgeable prairie manager and pay other costs associated with that position.

Wachiska Audubon intends to match the NET's grant money with a combination of cash and in-kind donations of our own. The cash (approximately \$30,000 per year – three year total \$98,000) will be used for supplies, chemicals, small equipment, paying our property taxes and the hiring of outside contractors. These contractors remove invasive trees such as red cedars. Others spot spray invasive weeds. We pay property taxes on all the properties we own, and will continue to pay those taxes. They total about \$16,000 per year. In addition to the cash of Wachiska's match we will be donating in-kind labor of approximately \$40,000 per year. This includes volunteer time helping with prescribed burns, helping with prairie monitoring, tree removal, spot spraying and chopping of weeds, drawing up haying contracts, maintaining records and other tasks.

Pledges of help from the NRDS would go toward these maintenance type of expenses and would reduce the necessity of withdrawing funds from our saving account. It takes a long time to build

up those funds from the donations of members, so contributions from the NRD would be very helpful.

If an outside donor agrees to help Wachiska with a partial match for our NET grant application, no money will change hands until the Nebraska Environmental Trust makes its final decision in April of 2021. At the present time we are asking donors for a pledge of support only. Payments of pledges will be requested after the NET gives its final approval of our main grant request.

C. What About the Long Term?

Wachiska has established several funds with the Lincoln Community Foundation within the last 15 years. Among those funds, we established a Prairie Legal Defense Fund and the Wachiska Prairie Management Fund to receive the money we are raising to hire a prairie manager for the long term. To date, as a result of a number of appeals of different kinds, Wachiska has been able to raise approximately \$300,000 from chapter members and friends. More is needed to produce the income required for a permanent prairie manager.

Our ultimate long-term goal is to raise \$1 million dollars for a prairie management endowment fund in order to provide the investment income needed for the prairie manager and for the security that these protected prairies will need in the next 50 to 100 years.

D. Why are matching Grants Important?

We have been working with the Nebraska Environmental Trust since its beginning in 1992. Grants from the Trust have made it possible for us to purchase some of our larger prairies. Increasingly in recent years the NET expects grant applicants to provide matching funds that will match or approach the amount requested of the NET. Those who apply for large grants have a much better chance of success if they can provide such a match.

E. How will the NET funds be managed if our grant application is successful?

The income to be provided by this grant from the NET will be used to support a new part-time prairie manager and pay the other expenses involved with the job. These include primarily the payment of wages, mileage, and some equipment and chemicals.

The costs of hiring outside contractors and workers and buying other equipment, if needed, and other expenses will in effect be paid by the Wachiska Audubon chapter's matching money. The NET grant and matching money will be administered by our Wachiska Conservation Committee that has dedicated many years of work in managing native prairies. The committee will also assist the prairie manager in the development of haying and other contracts. The committee will maintain records regarding payments for hay and other income, and pay the property taxes. The committee will also be responsible for insuring that the overall management plan for each prairie is carried out.

Oversight of the Conservation Committee's work will be the responsibility of the Wachiska Audubon Society's Board of Directors with some oversight supplied by the Lincoln Community Foundation.

F. How will the Prairie Manager Schedule His Time?

If we are successful in receiving our NET grant in April 2021, we expect a 3 to 6 month process before the hiring of a manager can be completed. The earliest date for completing the hiring will be late summer 2021.

The newly hired person will need to become familiar with our computers, our filing system, our budgeting process, our native prairies and the goals and objective of our prairie program. So, it will be a fairly long process. It is contemplated that the new manager will be expected to make a monitoring tour of all our prairies twice a year. In the autumn, an annual report of the condition of these prairies will be made to the Wachiska Conservation Committee for evaluation.

During the fall and winter the manager will be involved with developing haying, grazing and agriculture contracts with tenants or renters. He will also be required to arrange prescribed burning plans needed for certain prairies during the spring season. Contracts for field work such as tree removal and noxious weed control will need to be developed for the summer season as well. Beyond these general points, it will be a learn as we go process because this will be the first manager Wachiska has hired.



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

34

TO: Recreation, Forestry & Wildlife Subcommittee

FROM: Dan Schulz, Resources Coordinator *Dan*

DATE: August 11, 2020

SUBJECT: Homestead Trail Haying Lease

A few years ago, staff seeded back some crop ground within the trail corridor that had been farmed when the railroad owned the property, reclaiming the District's property. The adjacent landowner, Larry Etmund is interested in haying what was seeded back which will help keep out encroaching trees and shrubs in the grassland. As you can see in the attached photos, woody vegetation is already encroaching into the seeding.

In discussing this with Mr. Etmund, some questions/points came up:

- He is willing to consider entering into a lease.
- Will he be required to pay the District for the hay?
- He is willing to clean up the encroaching trees in exchange for the hay.
- He is willing to alternate haying the sides of the corridor (one side one year, the other side the next year).
- He is willing to hay both sides every other year.

Is the subcommittee interested in pursuing a haying lease with Mr. Etmund and if so, under what terms and conditions?









FY 2020 - Measurable Goals or Outcomes 12-Month Review (June 30, 2020)

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

Land Resources

Soil & Water Conservation (District-wide)

- Complete construction of two approved dams – One farm pond constructed, one in design, third application was withdrawn. Two more farm ponds (Benes and Woita) were approved in February 2020 and are currently in design.
- Complete 75% of the approved cost-share conservation practices – 155 applications were approved (fall and summer 2019 and summer 2020). To date, 99 have been sent cost-share payment (including 11 with DNR funds) and 46 were cancelled. \$811,518 has been paid this fiscal year with \$68,969 coming from state funds. 12 summer applications are currently active and will be paid with FY21 funds.

Soil & Water Conservation (Targeted)

- Approve at least 25 cover crop applications – 21 applications approved. Three were canceled. 18 were completed and verified for total of \$24,447.
- Complete 85% of the approved cost-share conservation practices – 20 applications were approved (fall and summer 2019 and summer 2020). To date, eight have been sent cost-share payment (including one with DNR funds) and 10 were cancelled. \$78,674 has been paid this fiscal year with \$15,000 coming from state funds. Two summer targeted applications are currently active and will be paid with FY21 funds.

GIS Support and Imagery

- Complete GIS mapping of NRD R.O.W. on 20 parcels – \$300 was used from the budget to obtain updated data for parcels and land use. Digitized land rights completed during the fiscal year were in house or part of the rehabilitation projects. Those that were digitized and added between July 2019-June 2020 included:
 - Platte River flood reduction project, levee easement; preservation of floodplain/flood prone area- Salt Creek; conservation easement- Prairie Corridor; channel construction/operation/maintenance easement- Salt Creek; trail construction and OM easement- Theresa Street Trail; trail construction and OM easement- Haymarket Ballpark Trail; warranty deed for Stiefel Johnson Trailhead; corporate warranty deed- north of Stiefel; flood control structure easements- Stevens Creek A17-1; Streambank Stability Easement- South Salt Creek Project #3; Floodplain easements at Ashland; Flood Control Structure easements- US 1-A, Oak Middle 82-B, Magee Dam, Stevens Creek A6-1, US 3-A, US 6-A; Preservation of Floodplain Deed- Wilcox (near Homestead Trail at Roca); and joint easement NRD/City of Lincoln- Heckel (Sievers Family Trust) for preservation of flood storage capacity and natural resources.

Information & Education

Environmental Education

- Host seven Nature Nights (budgeted for 8) – hosted four in fall; four scheduled for spring but cancelled due to School Closures.
- Co-sponsor Earth Wellness Festival (EWF) educating 3,500 students – 3,700 registered; Event cancelled due to School Closures.
- Assist with Arbor Day activities at 15 schools – Distributed 580 trees to schools w/Tree Ed brochure.
- Provide assistance for Pioneers Park Nature Center School Tour Hikes for 6,000 students -6,400 anticipated –cancelled due to School Closures.
- Provide assistance for Pioneers Park Nature Center and Spring Creek Prairie Immersion field trips for 1,500 students – SCP 1255 + 1846 PPNC = 3101

General Awareness

- Produce two new promotional drone videos – Nacho ride MoPac East. Marsh Wren
- Produce two new social media videos and two new television ads – Social media videos included ground water sampling, trees, and DART. The Conservation Coach television ads were delayed due to Covid-19.
- Publish 120 posts per year on the NRD FB page – 214 posts through June 30.
- Publish 160 post/year to the NRD Instagram – 210 posts through June 30.
- Produce and promote two new podcasts – Done Ice monitoring, Salt Creek Levee repairs.
- Host at least 7,000 visitors to LPSNRD.org per quarter –
 July 1, 2019 – Sept. 30, 2019 = 8,661
 Oct. 1, 2019 – Dec. 31, 2019 = 8,659
 Jan. 1, 2020 – Mar. 31, 2020 = 11,193
 April 1, 2020 – June 30, 2020 = 15,970

Programs and Projects

- Hold two Test Your Well nights – Four hosted Hickman/Norris (October) Waverly, Raymond and Ashland-Greenwood (January - February).

Recreation, Forestry, and Wildlife

Conservation Easements

- Acquire one conservation easement – No conservation easements were acquired.

Prairie Corridor on Haines Branch

- Purchase land or conservation easement on at least two additional properties identified in the corridor – Kapke property was acquired and Honvlez/Roberts closing expected in July 2020.

Trails

- Obtain approval of Rosa Parks Way Trail – Bid letting in fall 2020. Waiting for BNSF Railroad agreement for underpass. NDOT will work with BNSF on agreement and ROW. NRD will need to sign agreement.

Tree Plantings

- Sell at least 40,000 tree seedlings – About 32,000 tree seedlings sold and distributed.
- Hold at least one tree planting workshop – A workshop was scheduled for March at the LPSNRD office but was not held due to COVID-19.
- Cost-share on six community forestry applications – One has been approved and paid.

Platte River

Lower Platte River Corridor Alliance

- Hold one tour of Platte River (for Alliance Reps and/or LPSNRD and PMRNRD) – Nothing planned but have discussed it with PMRNRD

Integrated Management Planning

Integrated Management

- Approval of Drought Contingency Study – Plan approved Dec. 2019.

Urban

Community Assistance Program

- Complete four community assistance projects – Awarded four new projects in FY20. Completed seven projects that were included in FY19 LRIP, as well as two projects awarded in FY20.

Operation and Maintenance Stormwater Facilities

- Complete at least 5 Salt Creek Levee projects identified in the SWIF – Stream stabilization 27th to Superior Street was slowed by approved PL 84-99 USACE repair project covering a portion of this work. Drainage structure repairs near Park Avenue & Van Dorn had 408 approved by USACE on December 20th and project can now move forward. Erosion repairs near Park Avenue and Van Dorn, station 82+50R location now being repaired under PL 84-99, design underway for station 76+56R repair. Encroachments and project O/M addendums are on-going project with JEO. Beal Slough Tieback project is underway. Oak Creek Weir repair near 14th Street was submitted to USACE for 408 permit in September, 2019 and we're waiting for USACE response. The 2020 annual SWIF report was sent to the USACE on May 31, 2020 and now waiting on their response.

Stormwater Management

- Complete project SSC#4 – Project awarded to TJ Osborn. City the lead. Stream stabilization portion of the project to begin fall 2020.
- Complete at least two rainscaping projects in the District – New Rain-Ready Landscapes Program launched March 2, 2020. One application received as of end of FY20.

Water Resources

Flood Control Dams and Road Structures

- Complete the Oak-Middle 82-B Watershed Rehabilitation Project – Project underway but going slow. Contract is with Goes Construction. Project completion is scheduled for end of August 2020.

Ground Water Management

- Approve 10 water well permits – approved seven well permits
- Approve 55 chemigation permits – approved 58 permits
- Cost-share on 2 water meters – none
- Decommission 25 inactive wells – 23 wells decommissioned
- Sample 150 wells for water quality – sampled 225 wells
- Install 2 dedicated monitoring wells - Installed seven wells
- Cost-share on 12 fertilizer meters – cost-shared on eight
- Cost-share on 3 irrigation management practices – none
- Cost-share on 30 vadose zone hole sampling – No vadose zone sampling in FY'20
- Cost-share on 9 soil sampling projects – cost-shared on three soil sampling practices
- Cost-share on 3 SNAP approvals – cost-shared on seven SNAP approvals

FY 2021 - Measurable Goals or Outcomes

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

Land Resources

Soil & Water Conservation (District-wide)

- Complete construction of three approved dams
- Complete 75% of the approved cost-share conservation practices

Soil & Water Conservation (Targeted)

- Approve at least 30 cover crop applications
- Complete 85% of the approved cost-share conservation practices

GIS Support and Imagery

- Complete GIS mapping of NRD R.O.W. on 20 parcels

Information & Education

Environmental Education

- Host four Nature Nights
- Co-sponsor Earth Wellness Festival (EWF) educating 3,500 students
- Assist with Arbor Day activities at 15 schools
- Provide assistance for Pioneers Park Nature Center School Tour Hikes for 6,000 students
- Provide assistance for Pioneers Park Nature Center and Spring Creek Prairie Immersion field trips for 1,500 students

General Awareness

- Produce two new promotional videos featuring NRD areas or programs/projects
- Produce two new social media videos and two new television ads
- Publish 120 posts per year on the NRD FB page
- Publish 160 post/year to the NRD Instagram
- Produce and promote two new podcasts
- Host at least 7,000 visitors to LPSNRD.org per quarter

Programs and Projects

- Develop informational signs for NRD wetlands

Recreation, Forestry, and Wildlife

Conservation Easements

- Acquire one conservation easement

Prairie Corridor on Haines Branch

- Purchase land or conservation easement on at least two additional properties identified in the corridor

Trails

- Construct Rosa Parks Way Trail

Tree Plantings

- Sell at least 40,000 tree seedlings
- Hold at least one tree planting workshop
- Cost-share on six community forestry applications
- Develop Tree Voucher Program and cooperate with 10 landowners

Platte River

Lower Platte River Corridor Alliance

- Hold one tour of Platte River (for Alliance Reps and/or LPSNRD and PMRNRD)

Integrated Management Planning

Integrated Management

- Complete the Drought Contingency Study Table Top Exercise

Urban

Community Assistance Program

- Complete four community assistance projects

Operation and Maintenance Stormwater Facilities

- Complete at least 5 Salt Creek Levee projects identified in the SWIF

Stormwater Management

- Complete project SSC#4
- Complete at least three rainscaping projects in the District
- Complete model update and final design on phase 1 and 50% design on phase 2

Water Resources

Flood Control Dams and Road Structures

- Complete the Oak-Middle 82-B Watershed Rehabilitation Project
- Complete the Upper-Salt 3-A Watershed Rehabilitation Project

Ground Water Management

- Approve 10 water well permits
- Approve 55 chemigation permits
- Cost-share on 2 water meters
- Decommission 25 inactive wells
- Sample 150 wells for water quality
- Install 2 dedicated monitoring wells
- Cost-share on 12 fertilizer meters
- Cost-share on 2 irrigation management practices
- Cost-share on 10 vadose zone hole sampling
- Cost-share on 5 soil sampling projects
- Cost-share on 3 SNAP approvals

Dan Schulz

From: Paul Zillig
Sent: Monday, August 10, 2020 8:52 AM
To: Directors
Cc: Dan Schulz; Jared Nelson; Ariana Kennedy; David Potter; Shaula Ross; Tracy Zayac
Subject: Conservation Easements
Attachments: SKM_C55820081007350.pdf; SKM_C55820081007351.pdf; SKM_C55820081007352.pdf

We've put together some information on the "Conservation Easements" held by the NRD. Please find attached an NRD map showing all 55 Conservation Easements across the NRD, an enlarged map of the Conservation Easements in the Lincoln area, and a listing of the Conservation Easements.

These Conservation Easements fall into several categories. The provisions of the Conservation Easements in these categories are somewhat similar but not exactly the same, each one can be unique.

NRD Conservation Easement – these areas are natural areas (typically prairies, wetlands, or woodlands) that were recommended by the RF&W Subcommittee (on the attached map they are green). This group also includes

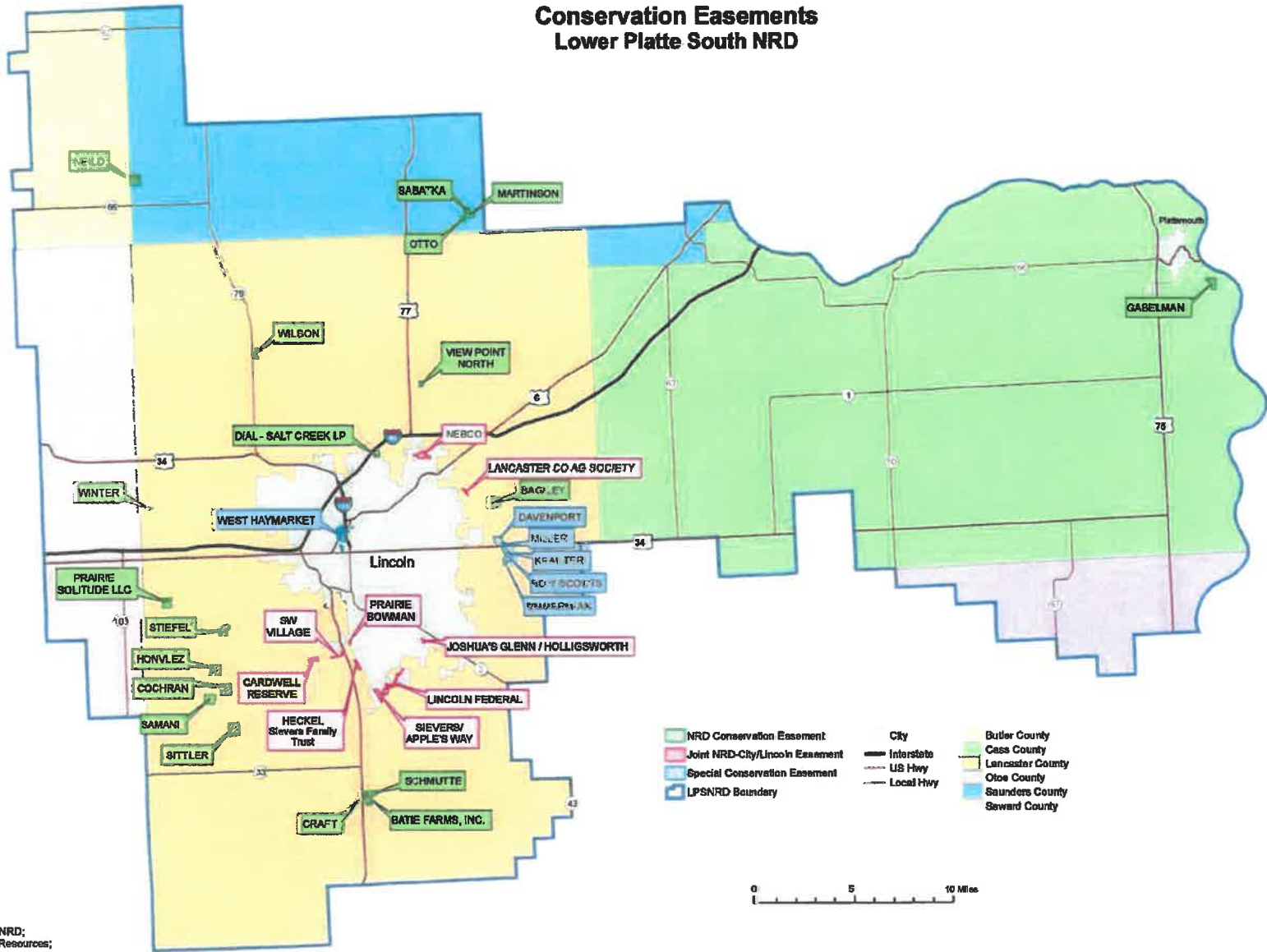
Joint NRD-City/Lincoln Conservation Easement – these areas are jointly held by both the City of Lincoln and the NRD. These areas were not currently "natural" areas but the plan is to keep development from occurring in these areas in order to protect stream corridors and encourage a more natural area. The Urban Subcommittee reviewed and recommended these Conservation Easements (pink areas on the maps).

Special Conservation Easements – these areas are either the Stevens Creek or West Haymarket Conservation Easements to primarily limit/restrict filling of the floodplain (blue areas on the maps).

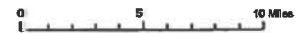
Please let me know if you have any questions.

Paul

Conservation Easements Lower Platte South NRD



- NRD Conservation Easement
- Joint NRD-City/Lincoln Easement
- Special Conservation Easement
- LPSNRD Boundary
- City**
- Interstate
- US Hwy
- Local Hwy
- Butler County
- Cass County
- Lancaster County
- Otoe County
- Saunders County
- Seward County

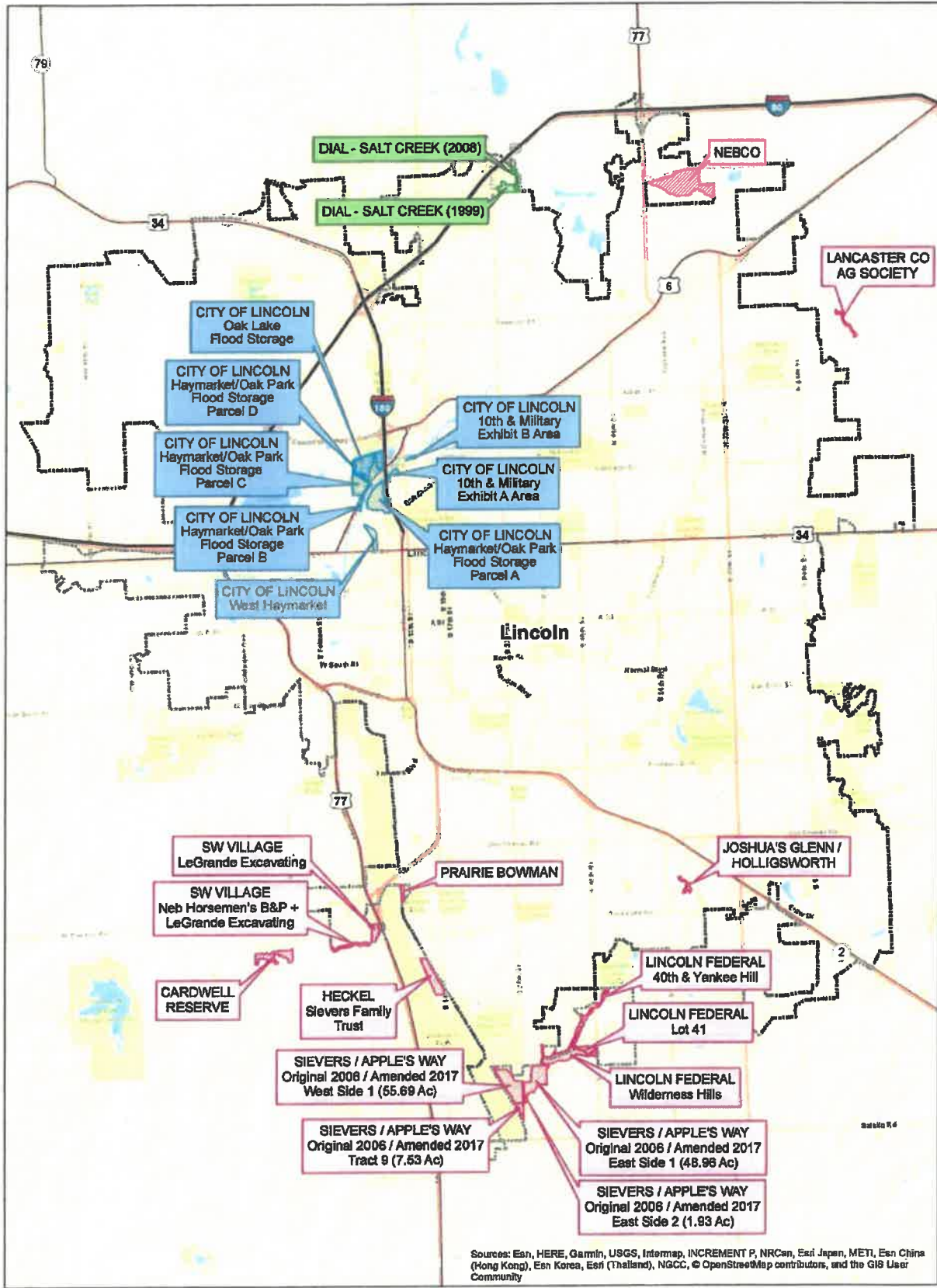


Sources:
Lower Platte South NRD;
NE Dept of Natural Resources;
NE Dept of Roads

Map Updated: June 2020
By: Lower Platte South NRD, adr



Conservation Easements - Lincoln, NE Lower Platte South NRD



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

Map Created: June 2020
By: Lower Platte South NRD, sdr

- NRD Conservation Easement
- Joint NRD-City/Lincoln Easement
- Special Conservation Easement
- City
- Interstate
- US Hwy
- Local Hwy



NRD Conservation Easements				
GRANTOR	PURPOSE	PROJECT	ACRES	COUNTY
Gabelman, Alberta T	Conservation Easement - Natural Area (rock outcrops, wetlands, woodlands, wildlife habitat)	Gabelman Conservation Easement	115.20	Cass
Bagley, Walter T & Virginia A	Conservation Easement - Prairie, Woodlands, Wildlife Habitat	Bagley Conservation Easement	145.00	Lancaster
Batie Farms Inc.	Conservation Easement - Prairie, Wildlife Habitat	Batie Farms Conservation Easement (S. parcel)	78.79	Lancaster
Batie Farms Inc.	Conservation Easement - Prairie, Wildlife Habitat	Batie Farms Conservation Easement (N. parcel)	34.79	Lancaster
Cochran, Cindy A	Conservation Easement - Preserve Scenic Beauty, Open Space, and Natural Resources	Prairie Corridor on Haines Branch	135.48	Lancaster
Craft, Charles F & Betty Lou	Conservation Easement - Prairie, Woodlands, Wildlife Habitat	Craft Conservation Easement	48.98	Lancaster
Dial-Salt Creek L.P.	Conservation Easement - Wetlands, Wildlife Habitat	Dial-Salt Creek Conservation Easement (1999)	16.89	Lancaster
Dial-Salt Creek L.P.	Conservation Easement - Wetlands, Wildlife Habitat	Dial-Salt Creek Conservation Easement (2008)	7.69	Lancaster
Honvick, John M	Conservation Easement - Wildlife Habitat, Grassland, Floodplain, Riparian Stream Corridor	Prairie Corridor on Haines Branch	139.22	Lancaster
Prairie Solitude LLC	Conservation Easement - Prairie	Prairie Solitude Conservation Easement	118.87	Lancaster
Saman, David & Lynette	Conservation Easement - Prairie, Wildlife Habitat, Riparian Corridor, etc	Saman Conservation Easement	144.33	Lancaster
Saman, David & Lynette	Conservation Easement - Prairie, Wildlife Habitat, Riparian Corridor, etc	Saman Conservation Easement II	20.00	Lancaster
Schmutte, Jerry L	Conservation Easement - Prairie, Woodlands, Wildlife Habitat	Schmutte Conservation Easement	47.39	Lancaster
Stitler, Lyle D & Alice (and others)	Conservation Easement - Prairie, Woodlands, Wildlife Habitat	Stitler Conservation Easement (parcel 1)	160.00	Lancaster
Stitler, Lyle D & Alice (and others)	Conservation Easement - Prairie, Woodlands, Wildlife Habitat	Stitler Conservation Easement (parcel 2)	40.00	Lancaster
Stiefel, Harlan R & Judith T.	Conservation Easement - Wildlife Habitat, Wetlands, Prairie, Woodlands; Prairie Corridor on Haines Branch	Stiefel Conservation Easement, Prairie Corridor	100.04	Lancaster
VPN Partners, LLC	Conservation Easement - Scenic Beauty, Wildlife Habitat	View Point North Conservation Easement	27.56	Lancaster
Wilson, Melvin	Conservation Easement - Access	Wilson Conservation Easement (access)	0.97	Lancaster
Wilson, Melvin	Conservation Easement - Prairie, Woodlands, Wildlife Habitat (tract 1)	Wilson Conservation Easement (tract 1)	13.23	Lancaster
Wilson, Melvin	Conservation Easement - Prairie, Woodlands, Wildlife Habitat (tract 2)	Wilson Conservation Easement (tract 2)	22.95	Lancaster
Winter, John E & Mary J	Conservation Easement - Prairie, Woodlands, Wildlife Habitat	Winter Conservation Easement	5.87	Lancaster
Martinson, Dwight L & Loretta	Conservation Easement - Wetlands, Wildlife Habitat	Martinson Conservation Easement	80.00	Saunders
Neild, Mabel F	Conservation Easement - Grassland, Woodland, Wildlife Habitat	Neild Conservation Easement	161.31	Saunders
Otto, Ray W	Conservation Easement - Wetlands, Wildlife Habitat	Otto Conservation Easement	26.24	Saunders
Sabatka, Michael & Carolyn	Conservation Easement - Wetlands, Wildlife Habitat	Sabatka Conservation Easement	38.46	Saunders

Joint NRD-City/Lincoln Conservation Easements				
GRANTOR	PURPOSE	PROJECT	ACRES	COUNTY
Cardwell Reserve Homeowner's Association, Inc	Conservation Easement (Joint City of Lincoln and NRD) - Preservation of Flood Storage and other Natural Resources	Cardwell Reserve Conservation Easement	31.48	Lancaster
Heckel, Sonia S (Slevers Family Trust)	Conservation Easement (Joint City of Lincoln and NRD) - Preservation of Flood Storage Capacity and Natural Resources	Heckel Cons Easement	36.06	Lancaster
Hollingsworth, Robert G & Cora (family trusts)	Conservation Easement (Joint City of Lincoln and NRD) - Preservation of Floodplain/Floodprone Areas	Hollingsworth Easement (Beal Slough)	7.01	Lancaster
Joshua's Glenn, LLC	Conservation Easement (Joint City of Lincoln and NRD)	Joshua's Glenn Easement - Outlet C (Beal Slough)	0.12	Lancaster
Joshua's Glenn, LLC	Conservation Easement (Joint City of Lincoln and NRD)	Joshua's Glenn Easement - Outlet A (Beal Slough)	0.47	Lancaster
Lancaster County Ag Society Inc	Conservation Easement (Joint City of Lincoln and NRD) - Preservation of Floodplain/Floodprone Areas	Lancaster Co Ag Society Easement (Stevens Creek)	7.83	Lancaster
LeGrande Excavating Inc	Conservation Easement (Joint City of Lincoln and NRD) - Preservation of Flood Storage Capacity (Cardwell Branch)	SW Village Stream Corridor (Cardwell Branch)	13.37	Lancaster
Lincoln Federal Bancorp, Inc	Conservation Easement (Joint City of Lincoln and NRD) - Preservation of Floodprone Areas	Lincoln Federal Cons Ease - 40th & Yankee Hill	5.60	Lancaster
Lincoln Federal Bancorp, Inc	Conservation Easement (Joint City of Lincoln and NRD) - Preservation of Floodprone Areas	Lincoln Federal Cons Ease - Wilderness Hills	66.00	Lancaster
Lincoln Federal Bancorp, Inc, etal	Conservation Easement (Joint City of Lincoln and NRD) - Preservation of Floodprone Areas	Lincoln Federal, B&J, etal Cons Ease - Lot 41	16.30	Lancaster
Neb Horsemen's B&P Assoc & LeGrande Excavating Inc	Conservation Easement (Joint City of Lincoln and NRD) - Preservation of Minimum Flood Corridor (Cardwell Branch)	SW Village Stream Corridor (Cardwell Branch)	10.64	Lancaster
NEBCO, Inc	Preservation of Floodplain/Floodprone Area	Salt Creek	119.76	Lancaster
Nebaska Dept of Roads	Conservation Easement (Joint City of Lincoln and NRD) - Preservation of Floodplain/Floodprone Areas	Prairie Bowman (Salt Creek)	6.06	Lancaster
Slevers, Lola & Jerold / Heckel, Sonia / Apple's Way Inc	Conservation Easement (Joint City of Lincoln and NRD) - Preservation of Floodplain/Floodprone Areas	Slevers Cons Easement + Apple's Way Amend	48.96	Lancaster
Slevers, Lola & Jerold / Heckel, Sonia / Apple's Way Inc	Conservation Easement (Joint City of Lincoln and NRD) - Preservation of Floodplain/Floodprone Areas	Slevers Cons Easement + Apple's Way Amend	1.93	Lancaster
Slevers, Lola & Jerold / Heckel, Sonia / Apple's Way Inc	Conservation Easement (Joint City of Lincoln and NRD) - Preservation of Floodplain/Floodprone Areas	Slevers Cons Easement + Apple's Way Amend	7.53	Lancaster
Slevers, Lola & Jerold / Heckel, Sonia / Apple's Way Inc	Conservation Easement (Joint City of Lincoln and NRD) - Preservation of Floodplain/Floodprone Areas	Slevers Cons Easement + Apple's Way Amend	55.49	Lancaster

Special Conservation Easements				
GRANTOR	PURPOSE	PROJECT	ACRES	COUNTY
City of Lincoln	Flood Control - Haymarket / Oak Park (Flood Storage Parcel A)	Salt Creek Levee (Haymarket/Oak Park)	49.00	Lancaster
City of Lincoln	Flood Control - Haymarket / Oak Park (Flood Storage Parcel B)	Salt Creek Levee (Haymarket/Oak Park)	8.27	Lancaster
City of Lincoln	Flood Control - Haymarket / Oak Park (Flood Storage Parcel C)	Salt Creek Levee (Haymarket/Oak Park)	28.99	Lancaster
City of Lincoln	Flood Control - Haymarket / Oak Park (Flood Storage Parcel D)	Salt Creek Levee (Haymarket/Oak Park)	25.00	Lancaster
City of Lincoln	Flood Control - Oak Lake (Flood Storage)	Salt Creek Levee (Oak Lake)	49.10	Lancaster
City of Lincoln	Flood Control - Fill Rights, Flood Storage & Access (Exhibit A area)	Salt Creek Levee (10th & Military)	6.58	Lancaster
City of Lincoln	Flood Control - Fill Rights, Flood Storage & Access (Exhibit B area - now Indian Center)	Salt Creek Levee (10th & Military)	1.80	Lancaster
West Haymarket Joint Public Agency	Conservation Easement - Preservation of Wetland Area (wetlands, flood storage, other Nat Res)	West Haymarket Project (Salt Creek)	15.56	Lancaster
Cornhusker Council Boy Scouts of America	Floodplain Easement - Floodwater Storage & Conveyance, forestry & range management	Stevens Creek	72.09	Lancaster
Davenport, Marjorie (etal)	Floodplain Easement - Floodwater Storage & Conveyance, forestry & range management	Stevens Creek	109.44	Lancaster
Krauter, Sonia & Kenneth (etal)	Floodplain Easement - Floodwater Storage & Conveyance, forestry & range management	Stevens Creek	80.00	Lancaster
Miller, Donna (etal)	Floodplain Easement - Floodwater Storage & Conveyance, forestry & range management	Stevens Creek	17.49	Lancaster
Zimmerman, Linda (etal)	Floodplain Easement - Floodwater Storage & Conveyance, forestry & range management	Stevens Creek	28.32	Lancaster

47

48

amyppri@hamilton.net

From: amyppri@hamilton.net
Sent: Monday, August 17, 2020 12:21 PM
To: 'Dan Schulz'
Subject: FW: Prairie Plains Grant Proposal to NETF for Prairie Restoration
Attachments: PPRI NETF Rest Grant Narrative.docx; Crane Trust NFWF Monarch grant letter of support 2017.pdf

From: amyppri@hamilton.net <amyppri@hamilton.net>
Sent: Monday, August 17, 2020 10:23 AM
To: 'Dan Schulz' <dschulz@lpsnrd.org>
Subject: Prairie Plains Grant Proposal to NETF for Prairie Restoration

Hi Dan:

I've been working with Gerry Steinauer to finalize a grant proposal with NETF for some prairie restoration work on private and conservation lands (to include land in the LPSNRD district). I believe you and Gerry have discussed this a few times, but this is my official request for consideration by the LPSNRD board to participate in the grant with \$25,000 cash match over the three-year proposed grant term. Funding and match, of course, is dependent on approval of the proposal by NETF. The grant award cycle would begin on July 1, 2021 and run through June 30, 2024.

Here's the specific verbiage regarding LPSNRD participation:

The Lower Platte South Natural Resource District – The LPSNRD staff will seek project sites. They will provide \$25,000 in cash match for restoration projects on private lands.

Attached is a copy of a letter of support from the Crane Trust for Gerry's Monarch grant in 2017. I imagine you have similar letters on file from past grants. If your board agrees to support this proposal with cash match participation, I am requesting a similar letter of support be emailed back to me. I've also attached the draft proposal if you'd like to see the entire document.

We're asking the NETF for \$290,000 over three years with match from Game and Parks, Fish and Wildlife, LPSNRD and the Crane Trust.

My goal is to have all the supporting documents assembled by August 28. The grant submission deadline is September 7.

Thanks for your help with this. We always look forward to working with you!

Amy Jones
Prairie Plains Resource Institute
402-694-5535
www.prairieplains.org

**A Partnership to Restore Eastern Nebraska Native Prairie
(a NETF grant proposal for 2021)**

NARRATIVE

Introduction

Grassland are among the most threatened ecosystems in North America. Less than one percent of eastern Nebraska tallgrass prairie remains, and many remnant prairies are invaded by exotic plants and lack floral diversity. Where these prairies remain, they are often fragmented from other parcels, limiting the ability of native plants and animals to disperse and connect to other populations. There is a great need in Nebraska for prairie restoration and enhancement.

Prairie Plains Resource Institute (PPRI) and its partners, including the Nebraska Game and Parks Commission (NGPC), the United States Fish and Wildlife Service (USFWS), the Lower Platte South Natural Resource District (LPSNRD), the Platte River Whooping Crane Trust (PRWCT) and the Center for Rural Affairs (CFRA), are requesting \$290,000 from the Nebraska Environmental Trust Fund (NETF) for a three-year project to restore native prairies in eastern Nebraska on private and conservation lands. PPRI will administer the grant.

The partners will provide \$115,000 in cash match and \$57,000 in in-kind match. Landowners will provide \$24,000 in cash match. Restorations will be completed primarily within ten eastern Nebraska Biologically Unique Landscapes (BULs) as designated by the *Nebraska Natural Legacy Project* (Figure 1) and will help fulfill Legacy Project goals and objectives.

Objectives

The project's primary objectives are as follows:

- 1) Restore a minimum of 800 acres of cropland and/or disturbed habitats on private and conservation lands to mixed and tallgrass prairie within ten eastern Nebraska BULs using high-diversity, local ecotype seed mixes. The restorations will be designed to enhance habitat for native plants, wildlife and pollinators (including many at-risk species) while providing diverse grazing resources for ranchers and farmers.
- 2) Conduct a minimum of five field tours, workshops or presentations to promote and share prairie restoration and management methods with landowners.

Methods

The prairie restoration projects completed through this grant will occur on both private and conservation lands. Private landowners participating in our restorations will sign ten-year management contracts with the NGPC's Private Lands Program and/or the USFWS's Partners for Fish and Wildlife Program designed to maintain the conservation benefits of the restorations throughout the duration of the contract. Participating private landowners will also provide \$24,000 in cash match for restoration work.

The majority of prairie restoration projects will occur in ten Biologically Unique Landscapes (BULs) (see attached map) as designated by the *Nebraska Natural Legacy Project*. Therefore, the restorations will be implemented within relatively intact prairie landscapes; Partner biologists will select individual sites for restorations. They will be placed in locations

designed to connect (defragment) existing native prairies, thus providing the greatest benefit to native plants, wildlife and pollinators. For instance, research demonstrates that prairie endemic species such as the Platte River caddisfly (*Ironoquia plattensis*), regal fritillary butterfly (*Speyeria idalia*), and the smooth green snake (*Opheodrys vernalis*) all have mean dispersal distances that are generally under 1 mile (1.6 km). Therefore, increasing landscape connectivity is a priority of this project. All restorations will be implemented following the guidelines of the *Nebraska Natural Legacy Project*.

The local ecotype seed used in the restorations will be collected from prairies and road right-of-ways within 200 miles of the restoration sites. PPRI staff will conduct the seed collecting, processing and planting. The seed mixes used in restorations will contain spring through fall blooming wildflowers to provide season-long nectaring and pollen sources for pollinators.

The restorations will be planted mainly in cropland, though some may occur in degraded grasslands and other disturbed habitats. PPRI will plant a minimum of 800 acres using a high-diversity 100+ species mix of native wildflowers, sedges and grasses. The majority of the plantings will range from 20 to 100 acres in size, though a few smaller plantings may occur as pollinator habitat or demonstration projects.

All plantings will include high rates of wildflower seed along with lower rates of grass seed. The latter will reduce competition and facilitate wildflower establishment. PPRI's staff begins collecting local-ecotype seed for restorations in late May and harvesting continues through the first week of November. We have hundreds of collection sites in eastern Nebraska which are stored in a GIS database. Many of the collection sites are native prairie, but also include some road right-of-ways with native populations of species such as sedges, milkweeds and wild onions. The seed of most species is hand harvested, although the seed of dominant grass species is combine-harvested from native prairies in early fall.

PPRI staff will also grow 4,000 plugs (seedlings) of prairie plants in our greenhouse to supplement some projects with species, such as prairie violets (necessary to the life cycle of the regal fritillary butterfly), which are difficult to establish through seeding or whose seed cannot be collected in sufficient quantity for planting. PPRI staff will plant the seedlings into the restorations in the fall and spring. Year 1 seedlings will be planted into existing restorations on project partner lands in September 2021, as Year 1 restorations plantings won't begin until November 2021.

The restorations will be broadcast planted during the dormant season (late November through April). Broadcast planting is preferred by most prairie restorationists, as drill planting often plants small seeds too deep in the soil to allow germination.

Restorations planted as part of this project will be managed by the landowner with periodic prescribed fire, and/or planned grazing and haying. The primary objective of the management practices will be to control invasive plants, stimulate native plants and improve wildlife habitat. All noxious weeds, such as musk or Canada thistle, will be controlled in the plantings by the land owners or managers.

The partners will hold a minimum of five workshops or field tours during the grant period designed for farmers, ranchers, other landowners, conservationists and the public. Potential topics include prairie restoration methods, prairie and pollinator management and innovative grazing techniques that benefit both biodiversity and range productivity. PPRI, NGPC and CFRA staff will organize and recruit participants for the workshops.

PPRI has been successfully restoring eastern Nebraska prairies using the methods described since 1980, and has decades of experience working with the primary project partners to improve Nebraska's grasslands. Together they have the staff and infrastructure in place to

successfully complete this project.

Project Benefits

Through this project we will restore a minimum of 800 acres of mixed- and tallgrass prairie in the eastern half of Nebraska. The project will decrease landscape fragmentation within BULs and provide valuable habitat for native plants, wildlife and pollinators (including many at-risk species) while providing a diverse grazing resource for ranchers and farmers. By converting cropland to grass cover we will be reducing soil erosion on project sites and enhancing the quality of the surface water entering streams and, therefore, groundwater.

The restorations will provide income potential to rancher/farmer landowners by providing a quality grazing resource. These projects will also provide sites for hunters, birders and other outdoor enthusiasts. Through our seminars, field tours and workshops, landowners and conservationists will be exposed to land management techniques that enhance biodiversity while improving the grazing and haying potential of the lands they manage.

This project will help fulfill the goals and objectives of the *Nebraska Natural Legacy Project* and the USFWS' Partners for Fish and Wildlife Program.

Evaluation

The project partners will track the number of acres of habitat restored within each BUL. The project partners will also set up long-term vegetation monitoring plots at two restorations completed through this grant. These plots will be initially sampled and analyzed the fourth year after planting and then every three years. The data will be used to document the efficiency and effectiveness of our restoration methods.

BUDGET

	NETF	Partner (cash)	Land-owner (cash)	Partner (in-kind) staff	Crane Trust Seed	Total
YR1	140,000	55,000	8,000	14,000	5,000	222,000
YR2	90,000	30,000	8,000	14,000	5,000	147,000
YR3	60,000	30,000	8,000	14,000	5,000	117,000
Total	290,000	115,000	24,000	42,000	15,000	486,000

PARTNER CONTRIBUTIONS

Prairie Plains Resource Institute: PPRI will conduct the seed collecting, processing, and planting of seed and seedlings for all restorations conducted through the grant. They will administer the grant, write all reports, conduct GIS mapping, grow greenhouse plants and participate in the education programs. They will supply \$30,000 in-kind staff match for grant administration, GIS

mapping and will help conduct workshops, field tours and seminars.

Nebraska Game and Parks Commission: NGPC staff will seek restoration projects on both private and conservation lands, complete private lands agreements, conduct seed bed preparation on projects on their lands and assist with workshops. They will provide \$60,000 in cash-match for prairie seedings on private and conservation lands. NGPC will provide \$6,000 in-kind match for staff time.

United States Fish and Wildlife Service, Partners for Fish and Wildlife Program: USFWS staff will seek restoration projects for private lands restoration and complete private lands agreements. They will contribute \$30,000 in cash match for site preparation and/or seeding and seedling installation for the restorations on private lands. The USFWS will provide \$6,000 in in-kind match for staff time.

Platte River Whooping Crane Trust: The Crane Trust will allow PPRI to harvest \$15,000 worth of native seed from their properties for restorations. They may also provide lands for restorations.

The Lower Platte South Natural Resource District – The LPSNRD staff will seek project sites. They will provide \$25,000 in cash match for restoration projects on private lands.

Center for Rural Affairs: The Center for Rural Affairs will help with the development and implementation of workshops and field tours.

TIMELINE

Date	Activity
7/21 to 11/21	Collect seed for Year 1 restorations. (Collection will have begun 5/21). Seek sites for Year 1 restorations. Conduct a minimum of 2 workshops, field tours or presentations.
7/21	Continue to care for Year 1 seedlings in the greenhouse. Seedlings will be started in the greenhouse 1/21.
9/21	Plant Year 1 seedlings into existing project partner restorations.
11/21	Process seeds for Year 1 restorations
12/21 to 4/22	Plant Year 1 restorations.
1/22	Plant seeds in greenhouse to grow seedlings for Year 1 spring installation and Year 2 fall installation.
3/22	Submit Year 1 Report to NETF
5/22	Plant Year 1 seedlings.
5/22 to 10/22	Collect seed for Year 2 restorations. Seek sites for Year 2 restorations. Conduct a minimum of 2 workshops or field tours
9/22	Plant Year 2 seedlings.
11/22	Process seeds for Year 2 restorations
12/22 to 4/23	Plant Year 2 restorations.
1/23	Plant seeds in greenhouse to grow seedlings for Year 2 spring installation and Year 3 fall installation.
3/23	Submit Year 2 Report to NETF

5/23	Plant Year 2 seedlings.
5/23 to 10/23	Collect seed for Year 3 restorations. Seek sites for Year 3 restorations. Conduct a minimum of 1 workshop or field tours.
9/23	Plant Year 3 seedlings.
11/23	Process seeds for Year 3 restorations
12/23 to 4/24	Plant Year 3 restorations.
3/24	Submit Final Report to NETF



54

Sample
Support
Letter

Ensuring a future for North America's Cranes

Trustees: Van Korell, Craig Thompson and Doug Curry
6611 W Whooping Crane Drive
Wood River, NE 68883
p. 308.384.4633
f. 308.384.7209
cranetrust.org

National Fish and Wildlife Foundation:

We at the Platte River Whooping Crane Maintenance Trust (Crane Trust) will be participating with the Nebraska Game and Parks Commission (principal) and their primary partners, the United States Fish and Wildlife Service, Prairie Plains Resource Institute, and the Northern Prairies Land Trust in an effort to restore and enhance the quality and connectivity of monarch habitat throughout important tallgrass prairie ecoregions of Nebraska. We, for our part, will help with the collection of local ecotype seed, provide relict prairie sites for seed collection, and provide sites for both restoration and enhancement via tree clearing, controlled burning, targeted grazing, interseeding, and reseeded. Collection and seeding efforts will focus heavily on milkweed species (*Asclepias* spp.), of which swamp milkweed (*A. incarnata*), showy milkweed (*A. speciosa*), Sullivant's milkweed (*A. sullivantii*), common milkweed (*A. syriaca*), and whorled milkweed (*A. verticillata*) are represented at the Crane Trust. We believe that the cooperative effort spearheaded by the Nebraska Game and Parks Commission will contribute significantly to the conservation of monarch habitat in the tallgrass prairie ecoregions of eastern and central Nebraska.

Andrew J. Caven
Lead Biologist
Crane Trust
6611 W Whooping Crane Drive
Wood River, NE 68883
cranetrust.org
acaven@cranetrust.org
Cell: (605)-252-8007
Office: (308)-384-4633x6

x  03/06/2017