



## LOWER PLATTE SOUTH natural resources district

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### MEMORANDUM

Date: February 11, 2026

To: Lower Platte South Natural Resources District Board of Directors

From: Will Inselman, Resources Coordinator *WI*

Subject: Minutes for MoPac East – Lied Connector Subcommittee Meeting

On Tuesday, February 10<sup>th</sup>, 2026, at 5:01 p.m., the MoPac East – Lied Connector subcommittee met in the Large Conference Room. Subcommittee members present: Melissa Baker-Chair, Luke Peterson, David Hibler, Anthony Schutz, Christine Lamberty, and Deborah Eagan (Directors Mealer and Green not present). Directors Yoakum, Jacobson, and Spangler were also present. LPSNRD staff were David Potter, Eric Zach, Jodi Delozier, and Will Inselman. Andrea Gebhart from JEO Consulting was in attendance, along with one member of the public.

The only action item on the agenda was the consideration of Amendment #1, Scope of Services to the Professional Services Agreement with JEO Consulting Group for their work on the MoPac Connector Project. Staff discussed that the amendment will now reflect the current work that JEO is carrying out for the District, which has changed from the original agreement. This new amendment includes the work to complete the 2.25 miles of trail east of Wabash, a feasibility assessment of trail connections through state parks, and additional project support and public engagement. It was noted that this amendment still includes the remaining costs that were identified in the original agreement to complete the entire trail segment.

**It was moved by Lamberty, seconded by Hibler, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors approve Amendment #1 Scope of Services to the professional services agreement with JEO Consulting Group for the MoPac Connector Project.**

#### Motion Passed: 6-0

Lastly, the staff discussed the status of LB1072 and the MoPac Funds slated to be transferred to the General fund and legislative outreach by the Directors. Staff also had a discussion with the subcommittee regarding future directions and efforts to explore possible connections. Lastly, staff provided updates on the status of the 2.25 miles east of Wabash.

The meeting adjourned at 5:45 p.m.

PC: MoPac East – Lied Connector subcommittee file

**AMENDMENT #1 SCOPE OF SERVICES**

Lower Platte South Natural Resource District  
MoPac East Connector Trail Design  
JEO Project Number: R220918.01

**PROJECT DESCRIPTION:**

The Lower Platte South Natural Resources District (LPSNRD) continues to advance the MoPac East Connector Trail project to improve regional trail connectivity and recreation in Nebraska. This amendment updates and supersedes the scope of services included in the original agreement executed in February 2025 to support evolving planning efforts.

**SCOPE OF SERVICES:****1 PROJECT MANAGEMENT**

- 1.1 Project Coordination** - Provide ongoing project coordination and communication with LPSNRD related to budget, schedule, milestones, and overall project progress. Tasks may include monthly progress meetings, subcommittee meeting support and attendance, and preparation of monthly progress reports submitted with billings.
- 1.2 Agency Coordination Meetings** – Facilitate coordination meetings with key agencies, including Cass County Highway Superintendent and Surveyor, the Nebraska Department of Transportation (NDOT), and the U.S. Army Corps of Engineers (USACE). Meetings will ensure agency input is incorporated into design development and regulatory considerations are addressed throughout the project.

**2 STAKEHOLDER ENGAGEMENT AND COMMUNICATION SUPPORT**

- 2.1 Stakeholder Engagement:** Provide stakeholder planning, outreach, and coordination support, as needed, to advance trail planning efforts and maintain transparency throughout the project. This may include developing and implementing engagement strategies, supporting landowner and agency coordination, and assisting with targeted outreach efforts as directed by LPSNRD staff.
- 2.2 Communications Support:** Provide ongoing communications support, including project website maintenance, newsletter content development and distribution support, and preparation of materials to communicate project updates and project milestones.

**3 MOPAC EAST TRAIL DEVELOPMENT, 322ND TO 346TH**

- 3.1 Design-phase services provided to date**
  - 3.1.1 Survey**
    - Topographic
    - Boundary
    - Off-centerline staking for tree clearing efforts

**3.1.2 Environmental**

- Wetland delineation
- Nebraska Stream Condition Assessment Procedure (NeSCAP)
- Threatened and Endangered Species Coordination
- NPDES Construction Stormwater (CSW) Permit and SWPPP

**3.1.3 Structural Assessment****3.1.4 Conceptual Trail Design****3.1.5 Preliminary Trail Design (60%)****3.1.6 Final Design (90%)****3.2 Remaining design phase services yet to be performed****3.2.1 Final Design (100%)**

Deliverables: Final plan set, specifications, bid documents, and opinion of probable construction cost.

**3.2.2 Bidding & Negotiation**

- Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request.
- Respond to inquiries from prospective bidders and prepare any addenda required.
- Assist the Owner in securing construction bids for the project.
- Assist the Owner at the bid opening, consisting of one (1) meeting.
- Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- Attend one (1) subcommittee meeting with the Owner to present and review all bids received and assist the Owner in award of the construction contract.
- Attend one (1) LPSNRD Board meeting with the Owner to present and review all bids received and assist the Owner in award of the construction contract.
- Prepare and submit necessary information to the Owner for project award approval.
- Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

**4 MOPAC EAST TRAIL, 322ND TO 346TH, CONSTRUCTION SUPPORT****4.1 Construction Administration**

- 4.1.1** Schedule and conduct a Pre-construction Conference, consisting of one (1) meeting prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Summary of the Pre-Construction Conference will be provided to all participants by the Engineer.
- 4.1.2** Schedule and conduct up to six (6) progress meetings with Owner and Contractor.
- 4.1.3** Provide interpretation of the plans and specifications, when necessary.
- 4.1.4** Review and process Contractor's monthly payment applications (up to 4) and change orders (up to 1) and provide to Owner for review and approval.
- 4.1.5** Attend up to four (4) MoPac Subcommittee meetings during construction to provide project updates and assistance with pay applications, change orders, etc.
- 4.1.6** Attend up to four (4) LPSNRD Board meetings during construction to provide project updates and assistance with pay applications, change orders, etc.
- 4.1.7** Consult with and advise Owner during construction regarding all aspects of the project.
- 4.1.8** Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project.
- 4.1.9** Provide the contractor or their subcontractors with electronic surface models for use in grading or similar operations. These files will be in AutoCAD C3D or similar format.
- 4.1.10** Provide Construction staking of the proposed infrastructure improvements.
  - Storm Sewer Pipe and Culverts Improvements
  - GPS Control Points
  - Trail Alignment
- 4.1.11** Perform measurement of all final as-built quantities.
- 4.1.12** Conduct a final inspection of project with the Contractor and Owner.
- 4.1.13** Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- 4.1.14** Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
- 4.1.15** Prepare Record Drawings.

- 4.1.16 Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.
- 4.1.17 Issue 6- and 11-month warranty letters to the Owner and Contractor. Conduct field reviews of project should a field inspection be necessary.
- 4.1.18 Issue a warranty period correction letter to the contractor for warranty repair items if necessary.
- 4.2 Resident Project Representation (RPR)
  - 4.2.1 JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work. Approximately 18 hours a week for 16 weeks.
  - 4.2.2 The duties and responsibilities of the RPR are described as follows:
    - Review of contractors work for general compliance with the plans and specifications.
    - Complete Construction Observation Reports daily, reports to include:
      - Weather Report
      - Site Personal
      - Site Equipment
      - Site work progression
      - Conflicts
      - Onsite meetings
    - Coordinate pay quantities with contractor and engineer.
    - Review of materials delivered to the site for specification compliance.
    - Assist the engineer in interpretation of the plans and specifications to the contractor.
    - Attend progress meetings.
    - Compile records for use in preparing record drawings
  - 4.2.3 Materials Testing
    - Thiele Geotech will serve as a subconsultant to JEO for materials testing.
      - Sieve analysis on aggregate surfacing

## 5 MOPAC EAST AND STATE PARKS FEASIBILITY ASSESSMENT

*This assessment will position LPSNRD to begin exploring future trail connections into nearby state parks in support of the long-term MoPac East Trail connection goal.*

- 5.1 Conduct a desktop review of available data and complete a site visit to identify potential trail connection opportunities through Platte River State Park and/or Louisville State Recreation Area.
- 5.2 Prepare a series of high-level maps illustrating conceptual connection options and key constraints. Evaluate feasibility considerations related to access, safety, environmental resources, and park operations.
- 5.3 Develop stakeholder engagement recommendations identifying agencies, partners, and coordination steps.

**6 CONNECTOR TRAIL PLANNING OR CONCEPTUAL DESIGN SUPPORT\***

- 6.1 Planning and Conceptual Design Support** - Provide ongoing planning, coordination, and conceptual design support to LPSNRD, as directed, to identify, explore, and evaluate potential MoPac East Connector Trail opportunities as they arise. This may include vetting concepts, coordinating with partners, and supporting strategic discussions as planning and design efforts evolve.
- 6.2 Funding Strategy Support** - Assist LPSNRD in identifying funding gaps, tracking potential funding sources, and supporting grant applications or fundraising efforts as needed. Ensure funding considerations align with project planning and implementation.

*\*Services under Section 6 are limited to the budget identified in the Fee section; any additional support will require approval from LPSNRD prior to proceeding.*

**7 OWNER RESPONSIBILITIES**

- 7.1** Provide timely review of documents or requests for information.
- 7.2** LPSNRD to conduct bird surveys, if needed.
- 7.3** SWPPP Inspections

**8 FEE**

- 8.1** JEO proposes to provide the services defined above for an **hourly not-to-exceed fee** as outlined in the fee schedule below:

Task		Fee <sup>1</sup>
0	Project Support (Feb. 2025 - Feb. 2026)	\$70,000
1	Project Management	\$20,000
2	Stakeholder Engagement	\$20,000
3	Mopac East Trail Development, 322nd To 346th	\$232,246
4	Mopac East Trail, 322nd To 346th, Construction Support	\$83,900
5	Mopac East and State Parks Feasibility Assessment	\$35,000
6	Connector Trail Planning Support <sup>2</sup>	\$40,000
6A	Additional Planning Support (as approved by LPSNRD)	\$1,478,369
<b>Total</b>		<b>\$1,979,515</b>

<sup>1</sup> JEO may re-allocate fee between tasks, as needed, provided the total fee remains unchanged.

<sup>2</sup> Services under Section 6 are limited to the budget identified above. Any additional support requires prior approval from LPSNRD.

**8.2 Progress Payments**

- 8.2.1** JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 8.2.2** Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).

- 8.2.3 Payments will be applied first to the interest then principal.
- 8.2.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

**9 CONTRACT TIME**

- 9.1 JEO will work with LPSNRD to develop and maintain a schedule of project milestones.
- 9.2 If the Basic Services covered by this Agreement have not been completed by March 31, 2028, through no fault of JEO, extension or adjustment of JEO's services beyond that time shall be compensated as additional services.
- 9.3 The information in this proposal and fee estimate is valid until March 15, 2026. After that time, the scope of services and estimated are subject to adjustment.

**10 EXCLUSIONS**

The following items are not included in this agreement:

- 10.1 Any permit fees associated with permit applications
- 10.2 SWPPP Inspections
- 10.3 Material testing not outlined in the Scope of Services
- 10.4 Construction staking not outlined in the Scope of Services
- 10.5 Special meetings and meetings not outlined in the Scope of Services
- 10.6 Compensatory wetland or stream mitigation
- 10.7 Environmental assessments or permitting, not outlined in the scope of services
- 10.8 Temporary stream crossings
- 10.9 Legal descriptions and/or easements (both temporary and permanent) not within the proposed platted area

**11 REIMBURSABLE EXPENSES**

- 11.1 Typical reimbursable expenses are included in the fee and cover: mileage for trips required to complete the work defined above, meals, other travel expenses, software, copies/prints, and faxes.
- 11.2 Other reimbursable expenses shall be billed at 110% of their cost.

**12 ADDITIONAL TERMS**

- 12.1 The General Conditions are specified in Exhibit B.