



LOWER PLATTE SOUTH
natural resources district

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TO: Board of Directors

FROM: Dan Schulz, Resources Coordinator *Dan*

DATE: January 15, 2019

SUBJECT: Minutes – Recreation, Forestry & Wildlife Subcommittee Meeting

On Monday, January 14, 2019, the Recreation, Forestry and Wildlife Subcommittee met in the District conference room at 5PM. Subcommittee members present were Chair-Sarah Wilson, Gary Aldridge, Tom Green, Don Jacobson, Bruce Johnson, Chelsea Johnson and Anthony Schutz. Others present were Robert Bartja & Nicole Fleck-Tooze –Lincoln Parks & Recreation, Ariana Kennedy, Jason Pickerel-Great Plains Appraisal, David Potter, Larry Ruth, Dan Schulz and Paul Zillig.

Chair Wilson opened the meeting at 5:07PM, reviewed the agenda and guest introductions were made.

The first agenda item was the review of the Cochran conservation easement for the Prairie Corridor on Haines Branch Project. Fleck-Tooze gave a brief overview of how the Cochran property fits into the corridor project and answered questions (see attached).

It was moved by Jacobson and seconded by B. Johnson to go into closed session to protect the public interest and develop strategy with respect to accepting the appraisal and negotiations related to the acquisition of a conservation easement over the Cochran property for the Prairie Corridor on Haines Branch Project.

Voting in favor of the motion – Green, Jacobson, B. Johnson, C. Johnson, Schutz, and Wilson.

Not voting-Aldridge.

It was moved by Jacobson, seconded by Schutz and unanimously approved to come out of closed session.

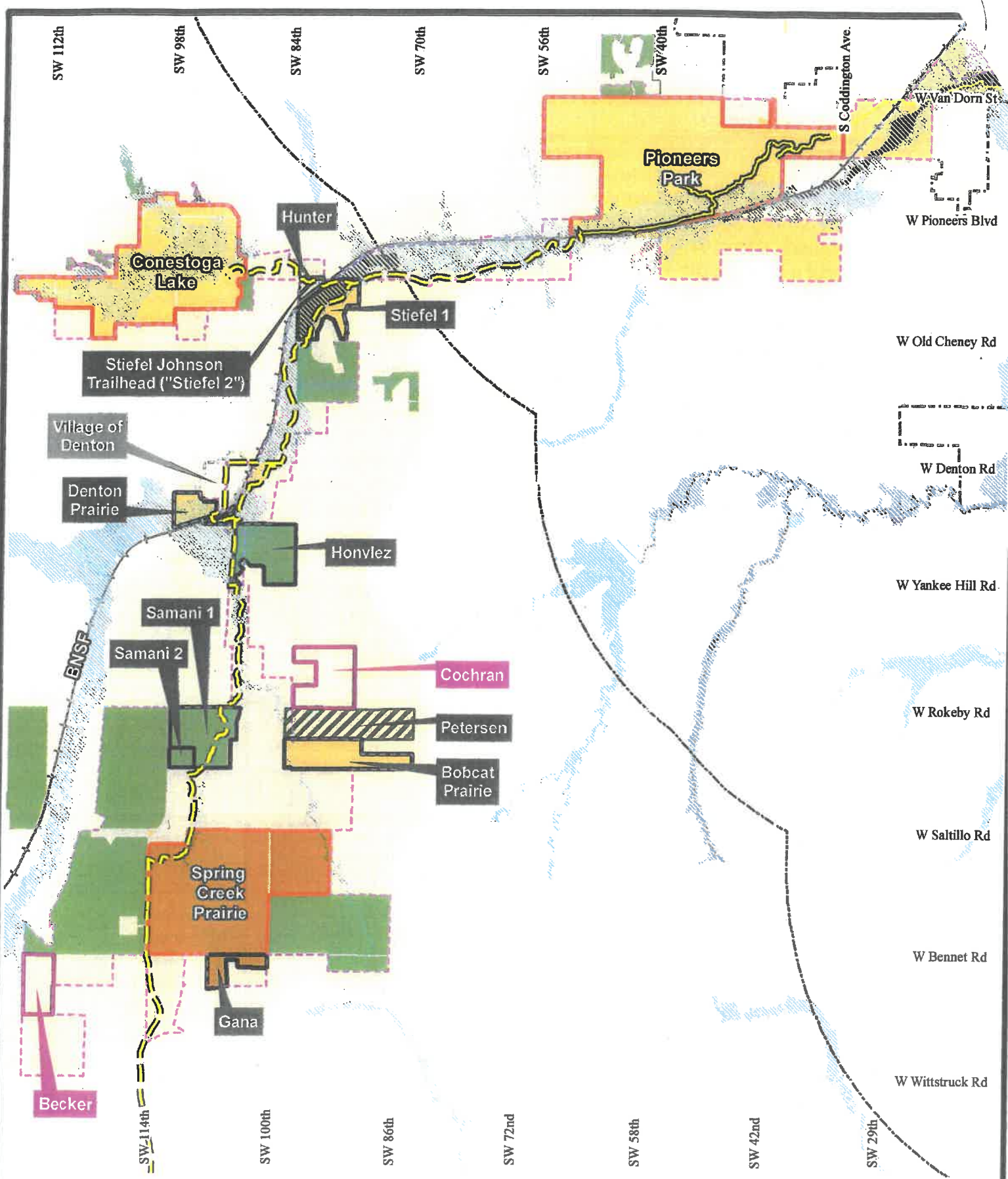
It was moved by Jacobson, seconded by Schutz and unanimously approved to recommend that the Board of Directors approve the appraised value and authorize District staff to negotiate and acquire the conservation easement in accordance with the Jacobson's guidance.

The next item was a report by Bartja on the construction of the Stiefel Johnson Trailhead parking lot (see attached). He indicated the City had requested a second round of proposals due to the high initial costs to construct. The City's revised design resulted in lower proposals which were within the City's guidelines for the construction.

The third agenda item was consideration of the right-of-entry access agreement to construct the Stiefel Johnson Trailhead parking lot. Schulz reviewed the attached agreement and indicated the cost for construction would be split evenly between the District and the City of Lincoln. Schulz indicated the District's share would be half of the \$33,530 low proposal and that \$15,000 is currently in the District's budget for the construction.

It was moved by Aldridge, seconded by Jacobson and unanimously approved to recommend that the Board of Directors authorize the General Manager to enter into the right-of-entry agreement with the City of Lincoln and Harlan and Judith Stiefel for the construction of the Stiefel Johnson Trailhead for the Prairie Corridor on Haines Branch Project.

Chair Wison gave the members an opportunity to bring up other business and make comments. She adjourned the meeting at 6:10PM.




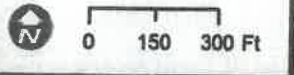
Prairie Corridor on Haines Branch

0 0.25 0.5 1 Miles

City Limits	Conservation Easement	Public Land (Addition)	100 Year Floodplain
Priority Area	Public Land	Spring Creek Prairie (Addition)	Existing Trails
Destination Areas	Spring Creek Prairie	Under Contract	Future Trails
BNSF ROW	Conservation Easement (Addition)	Floodway	3-Mile Jurisdiction

Cochran Property

 Properties of Interest
Parcels



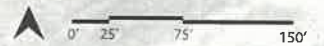
SW 84th St

Cochran Property

W Rokeby Rd



Stiefel Johnson Trailhead



RIGHT-OF-ENTRY ACCESS AGREEMENT

This Right-of-Entry Access Agreement (■Agreement●) by and between **HARLAN R. STIEFEL, TRUSTEE, AND JUDITH T. STIEFEL, TRUSTEE** (■PROPERTY OWNER●), and **CITY OF LINCOLN, NEBRASKA, a municipal corporation (“City”)**, and **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT (“NRD”)**, a political subdivision of the State of Nebraska, collectively **CITY and NRD** as Grantees (■GRANTEES●), provides GRANTEES with access to the property legally described as Outlot C, Four Winds Estates Addition, in Section 11, Township 9 North, Range 5 East of the 6th P.M., Lancaster County, Nebraska (“Property”) for the activities described herein.

WHEREAS, PROPERTY OWNER and GRANTEES have entered into a written Escrow Agreement for PROPERTY OWNER’s contingent transfer of the Property to Lower Platte South Natural Resources District, subject to those conditions agreed to by the parties; and

WHEREAS, GRANTEES have entered into a twenty (20) year Interlocal Cooperation Agreement, approved by Resolution No. A-90823 by Lincoln City Council, for the development, operation, and maintenance of the Prairie Corridor on Haines Branch, which includes the Stiefel-Johnson Trailhead project; and

WHEREAS, PROPERTY OWNER is the legal owner of the Property and shall allow GRANTEES to enter onto the Property in order for GRANTEES to construct a trailhead and parking lot on the Property pursuant to the terms of the written Escrow Agreement; and

WHEREAS, PROPERTY OWNER is willing to permit an entry by GRANTEES subject to the terms, conditions and protections afforded pursuant to this Agreement.

NOW THEREFORE, PROPERTY OWNER, upon adequate consideration of the pledges and covenants herein as acknowledged by execution of this Agreement, hereby consents to permit the employees, agents, and contractors or any other duly authorized representatives or designees of GRANTEES to enter upon the Property subject to the conditions and obligations described in this Agreement.

1. Property Description. The Property owned by PROPERTY OWNER, and to which this Agreement shall apply, is situated in Lancaster County, Nebraska, legally described as Outlot C, Four Winds Estates Addition, in Section 11, Township 9 North, Range 5 East of the 6th P.M., Lancaster County, Nebraska. PROPERTY OWNER warrants that they are lawfully seized of the

Property and have legal power and authority to convey the easement granted herein, subject to the easements thereon.

2. Term of Agreement. The activities authorized under this Agreement will be completed by CITY by April 15, 2019. If any activities are not completed on or before said term, the term may be extended only by a written agreement between PROPERTY OWNER and GRANTEES. Except for the provisions set forth herein, this Agreement will terminate upon completion of the authorized activities, whether occurring before the term specified herein, or in any subsequent written agreements.

3. Right of Entry and Authorized Activities. PROPERTY OWNER grants a full and free right and liberty for GRANTEES, their employees, agents, and contractors or any other duly authorized representatives or designees to access the Property at all times for engineering, design, and construction of the trailhead and parking lot during the term of the Agreement. CITY shall be responsible for contracting for the initial engineering and construction of the trailhead and parking lot. NRD shall reimburse CITY for one-half (1/2) of the engineering and construction cost within thirty (30) days of written documentation provided by CITY. GRANTEES, their employees, agents, and contractors may only use the Property for access for the activities described herein. It is understood and agreed that GRANTEES shall not be liable for trespass or any other damages or taking of any kind arising out of entering onto the Property for the purposes provided herein.

4. Agreement not to Interfere. GRANTEES agree to perform all activities authorized under this Agreement in the least obstructive manner possible and to coordinate any use by GRANTEES on the Property, provided GRANTEES notify PROPERTY OWNER of such use. GRANTEES agree not to interfere with the use of PROPERTY OWNER, not to damage or tamper with any tangible or intangible property of PROPERTY OWNER or their tenant, nor undertake any action which would endanger human health or the environment. In the event such interference, damage, or tampering occurs, GRANTEES, through Sara Hartzell, shall notify PROPERTY OWNER within seven (7) days of such interference, damage, or tampering by contacting _____ . GRANTEES shall also promptly compensate PROPERTY OWNER or repair any such damages to the Property and compensate PROPERTY OWNER for other tangible property damage or injuries.

Similarly, PROPERTY OWNER and their tenants and contractors shall not interfere in any

material way with the activities conducted by GRANTEES, shall not damage or tamper with any equipment installed for such activities, nor undertake any actions regarding the use of the Property which would endanger human health or the environment. Moreover, PROPERTY OWNER shall not allow others to use the Property in such manner during the term of this Agreement. In the event such interference, damage, or tampering occurs, PROPERTY OWNER shall notify GRANTEES within seven (7) days of such interference, damage, or tampering by contacting **Sara Hartzell, (402) 441-8261.**

5. Compliance with the Law. GRANTEES agree to conduct all activities in compliance with applicable federal, state, and local laws, rules and regulations, including obtaining any necessary permits, approvals, or notifications.

6. Completion of Activities. Upon completion of the activities, GRANTEES agree to remove all equipment utilized by GRANTEES, their employees, agents, contractors or other duly authorized representatives or designees.

7. Indemnification. To the fullest extent permitted by law, GRANTEES shall release, waive, indemnify, defend and hold harmless PROPERTY OWNER, and their agents from and against claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of this Agreement that results in any claim for damage, including without limitation, any bodily injury, sickness, disease, death, or damage to tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the acts or omission of GRANTEES, their employees, agents, contractors or other duly authorized representatives or designees. This section will not require GRANTEES to indemnify or hold harmless PROPERTY OWNER for any losses, claims, damages, and expenses arising out of or resulting from the negligence of PROPERTY OWNER. GRANTEES do not waive their governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives termination of this Agreement.

8. Governing Law. This Agreement will be governed and interpreted by the laws of the State of Nebraska.

9. Integration. This Agreement represents the entire understanding between PROPERTY OWNER and GRANTEES with respect to access to the Property, and all prior

negotiations, understandings or representations related to access are hereby expressly excluded from this Agreement. This Agreement may be amended or modified only in writing and signed by the authorized representatives of both PROPERTY OWNER and GRANTEES. This Agreement may not be assigned without the prior written consent of the other parties.

10. Severability. If any provision of this Agreement is held to be invalid for any reason, the remaining provisions shall continue to be valid.

11. Date of Execution. This Agreement is executed as of the date fully signed below.

12. Capacity. The undersigned representative for PROPERTY OWNER does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind PROPERTY OWNER, their agents, contractors, or other duly authorized representatives or designees, and their tenant in possession, to this Agreement. The undersigned representative for each GRANTEE, do hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind GRANTEE, its employees, agents, contractors, or other duly authorized representatives or designees to this Agreement.

IN WITNESS WHEREOF, PROPERTY OWNER and the GRANTEES do hereby execute this Agreement.

PROPERTY OWNER:

Harlan R. Stiefel Grantor, Trustee

Judith T. Stiefel Grantor, Trustee

GRANTEES:

CITY OF LINCOLN, NEBRASKA

**LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT**

Lynn Johnson
Director of Parks & Recreation Dept.

Paul Zillig, General Manager

and state, personally came Judith T. Stiefel, Trustee, owner of Property, to me personally known to be the identical person whose name is affixed to the above Agreement and acknowledged execution of the same to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

CITY OF LINCOLN, LANCASTER COUNTY, CITY OF LINCOLN-LANCASTER
COUNTY PUBLIC BUILDING COMMISSION

UNIT PRICE QUOTATION

This Document Is Required For All Unit Price Projects

Excavating, Dozing and Grading Services, Bid No. 16-292

Date: 1/11/19

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR): Brandt Excavating Company

AWARD LEVEL: 3

PROJECT DESCRIPTION: Stifel Johnson Trail Head Washup Lot

Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	<u>As Soon As Possible</u>
Number of Days to Complete	<u>7 Days</u>

LABOR COST TABLE

CONTRACTOR	per hr. rate	Estimated # Hours	Estimated Total
Truck Driver	\$21.00	<u>98</u>	<u>2058</u>
Equipment Operator	\$28.00	<u>116</u>	<u>3248</u>
General Laborer	\$30.00	<u>20</u>	<u>600</u>
TOTAL LABOR			<u>5906</u>

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	Estimated Total
Total Rental Equipment Costs	<u>8885.16</u>	15%	
Total Materials Cost	<u>8885.16</u>	15%	<u>10,217.93</u>

Crushed Rock, Embankment & Culvert

MOBILIZATION

DESCRIPTION	COST	No. Hours	Estimated Total
Mobilization - Equipment and Labor	\$120.00	<u>4</u>	<u>480</u>

EQUIPMENT

ITEM	COST	No. Hours	Estimated Total
Crawler Tractor	\$127.00	<u>17</u>	<u>2159</u>
Front End Loader	\$102.00		
Excavator	\$152.00	<u>13</u>	<u>1976</u>
Back Hoe	\$152.00		
Skid Steer Loader	\$67.00	<u>64</u>	<u>4258</u>
Dump Truck	\$65.00	<u>98</u>	<u>6370</u>
Elevating Motor Scraper			No Bid
Crawler Loader	\$127.00		
Motor Grader	\$97.00	<u>22</u>	<u>2134</u>
Total Equipment Cost			<u>16,927</u>

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup
Sub No. 1		1%
Sub No. 2		1%

TOTAL ESTIMATED COST -- NOT TO EXCEED:

\$ 33,930.93