



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

MEMORANDUM

Date: June 6, 2025

To: Lower Platte South Natural Resources District Board of Directors

From: Will Inselman, Resources Coordinator *WI*

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Thursday, June 5th, 2025, at 5:33 p.m., the Recreation, Forestry, and Wildlife subcommittee met in the NRD Large Conference Room. Subcommittee members present: Seth Hawkins- Chair, Christine Lamberty, Suzanne Mealer, Don Jacobson, Anthony Schutz, and Melissa Baker. Director Bob Andersen and Corey Wasserburger (legal counsel) were present, as were NRD staff: David Potter, Eric Zach, Drew Ratkovec, and Will Inselman. Robb Lutz from EA Engineering, Science, and Technology was also present. There were four items on the agenda for consideration.

The first item on the agenda was the consideration of a license agreement for agricultural crossing on the Homestead Trail. The District was contacted by a property owner along the Homestead Trail near Hickman about entering into a license agreement for an existing trail crossing. The 9-acre parcel of farmland was recently purchased by Red Wing Acres, LLC, Aaron Schepers (contact). Mr. Schepers has rented out a 9-acre parcel of farmland. The farmland is accessed off South 25th St. where the District has a gate. The tenant then drives on the trail for 0.1-miles where there is access off the trail into the field. The District has had no issues with the use of the trail to access the field. Staff recommended the approval of the license agreement.

It was moved by Jacobson, seconded by Lamberty, and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the Assistant General Manager to sign a license agreement for private crossing for agricultural purposes on the Homestead Trail with Red Wing Acres, LLC.

Motion Passed: 6-0

The second item on the agenda was the consideration of a permanent easement request from Lancaster County. Lancaster County (County) is replacing a culvert approximately 100 feet east of the Homestead Trail on Olive Creek Road. The County requests a permanent easement to reshape the road ditch and associated backslope that includes work in District ROW. The easement allows the County to grade the ditch to improve drainage to the new culvert and perform necessary maintenance in the future. The County has agreed to special conditions proposed by the District and will not be disturbing the trail surface. It is not anticipated that the trail will need to be closed for construction. The County will purchase the permanent easement including payment for 0.02

acres of ROW and reimbursement for wooden posts and cable that will be removed. The total payment will be \$421.00. The work is not anticipated to impact the trail surface. Staff recommended the approval of the permanent easement.

It was moved by Baker, seconded by Jacobson, and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the Assistant General Manager to sign the Lancaster County Engineering Department Right-Of-Way Contract for their purchase of a permanent easement of 0.02 acres on the Homestead Trail.

Motion Passed: 6-0

The third item on the agenda was the consideration of a professional services agreement with EA Engineering, Science, and Technology, Inc. for a bank stabilization project on the Oak Creek Trail. Over the last couple of years, District staff have been observing areas along the Oak Creek Trail where the bank is slowly eroding along Oak Creek. The main area to be repaired is located approximately 1/8 mile west of Valparaiso. This area is in immediate need of attention as the bank is slowly falling away and getting closer to our trail surface. In a recent round of RFQ interviews, EA Engineering, Science, and Technology, Inc. (EA), was asked to provide a scope of work for professional services to design and engineer repairs for the identified problem areas. EA was also asked to provide a conceptual design for the second site for future work, as that site does not require attention at this time, which is included in the attached scope of work. The agreement has a firm fixed price of \$65,700.00. Staff fielded questions regarding land rights, protecting trees, and project timelines. Staff recommended entering into an agreement with EA for this project.

It was moved by Jacobson, seconded by Mealer, and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the Assistant General Manager to sign the agreement for professional services with EA Engineering, Science, and Technology, Inc., for a firm-fixed price of \$65,700.00 for the bank stabilization project on the Oak Creek Trail.

Motion Passed: 6-0

The fourth item on the agenda was the consideration of approval of the guidelines and rules for the Recreational Trails Assistance Program. The District has supported trail and trail facility construction in the past as part of the Community Assistance Program (CAP). In 2023, however, the CAP was modified to focus on stream stability, streambank stabilization, flood control, stormwater quality, etc. The District would like to continue to provide funding assistance for trail projects by creating a new program with its own policy. The Recreational Trails Assistance Program (RTAP) would provide up to \$25,000 in cost-share to develop trails and trail facilities within communities. The policy document was edited after the discussion was tabled at the last subcommittee meeting. Guidance from Chair Lamberty was to make clearer the requirement for public access. Staff fielded questions on the program requirements, public access, and current requests or future participants. Comments were made about the need to get the program started and see what applications come in.

It was moved by Lamberty, seconded by Mealer, and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the guidelines and rules for the Recreational Trail Assistance Program.

Motion Passed: 6-0

Meeting adjourned at 6:09 p.m.

PC: RF&W subcommittee file

April 17, 2025

RE: Request for License for Private Crossing

Lower Platte South NRD,

I recently purchased farmland where the Homestead Trail crosses through the property. The purpose of this letter is to request a license to access Homestead Trail for agricultural purposes.

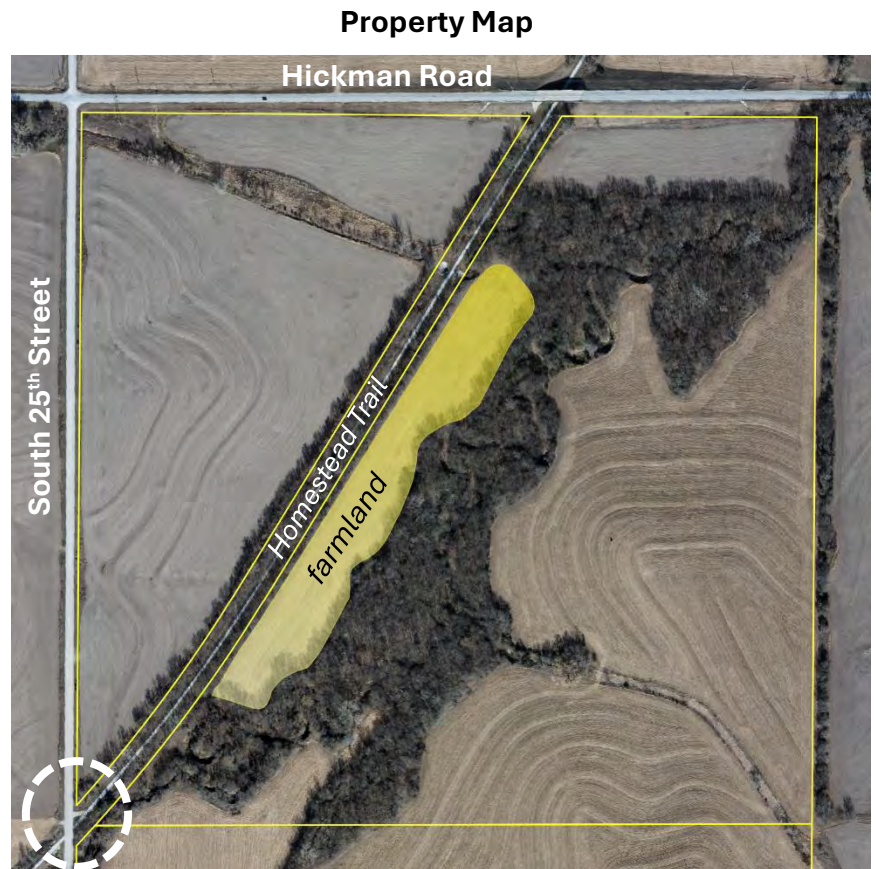
The Homestead Trail crosses through the NW ¼ of Section 31, T-8-N, R-7-E, in Lancaster County, Nebraska. The trail access point is located ½ mile south of Hickman Road on S 25th Street.

Land Owner:

Red Wing Acres, LLC
17701 Prairie Vista DR
Roca, NE 68430

Aaron Schepers
Phone: (402) 450-3194
Email: aaron.schepers@gmail.com

**Trail Access
Location** →



Please let me know if you have any questions or need additional information.

Respectfully,

Aaron Schepers

Aaron Schepers, member
Red Wing Acres, LLC

LICENSE FOR PRIVATE CROSSING

Agreement made this 19th day of June 2025, by and between Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, having its office at 3125 Portia Street, Lincoln, Lancaster County, Nebraska, herein referred to as the “District,” and Red Wing Acres, LLC, 17701 Prairie Vista DR, Roca, NE 68430, Lancaster County, herein referred to as the “Licensee.”

WITNESSETH:

RECITALS

- A. The District owns the Homestead Trail from ½ mile south of Saltillo Road in Lincoln, Nebraska to Lancaster/Gage County line in Nebraska, which has been developed as a conservation corridor and recreational trail (the “Trail”).
- B. Licensee desires to obtain one private crossing for agricultural purposes only across the Trail in the NW ¼ of Section 31, T-8-N, R-7-E in Lancaster County, Nebraska, shown on Exhibit “A” attached hereto and incorporated herein by this reference.

In consideration of the above Recitals and the mutual covenants contained herein, the parties agree as follows:

1. The District hereby grants to the Licensee, a license to use the Trail as a private crossing for agricultural purposes, subject to the terms below, at the locations specified in Paragraph B above, free of charge.
2. If Licensee desires to construct a new private crossing, relocate an existing crossing, or make modifications to an existing crossing, then Licensee shall perform such construction, at Licensee’s expense, from the mutual property lines on both sides of the trail up to the edge of the trail surface on the location designated above, to the satisfaction of the District. The District shall be responsible for the construction of the trail surface and will perform routine trail maintenance of the trail surface and the private crossing. Any construction or modification of a private road crossing by the Licensee, may only be made after obtaining the prior written consent and approval of the District.
3. Licensee shall permit the crossing to be used only by Licensee, Licensee’s family or Licensee’s agents and employees, for agricultural purposes and nothing herein contained shall be construed as a grant of the right to use the crossing or any part thereof to any other party or to the public, or for any other purpose.

4. If it should become necessary for the District at any time to make a change in the private road where it crosses the Trail in order to accommodate any change or revision in the Trail, including but not limited to the raising or lowering of its grade, or any additions or improvements to the Trail, then the District shall have the right to make such changes, at the District's expense, including the right to modify, relocate or remove the private crossing.
5. Licensee, Licensee's family, or Licensee's agents or employees shall yield the right-of-way to all recreational trail users.
6. Licensee shall indemnify the District against all suits, claims, liabilities, expenses and damages that may be suffered or incurred by reason of Licensee's location, construction, reconstruction, modification, use, or removal of such crossing(s). Licensee shall indemnify the District against all loss, costs, or damages that Licensee or any person may suffer or sustain by reason of Licensee's entry or the entry of Licensee's livestock, machinery or equipment onto the Trail through the crossing(s), and against all judgments that any person may recover from the District by reason of any loss or damage.
7. The District shall have the right to terminate this License for any reason, including but not limited to failure by Licensee to comply with the terms and conditions of this License, and may terminate this License by giving Licensee thirty (30) days prior notice in writing of the District's intention to do so at the address identified above or such other address as the Licensee may hereafter designate. After the District has terminated this License, the Licensee shall have no further right to use such crossings, and the District shall have the right to remove the crossings at the District's expense.
8. This License shall not be transferred or assigned unless such transfer or assignment has received prior written approval by the District. The District shall not unreasonably withhold its approval. If Licensee's property is sold, ownership is otherwise transferred, or leased in any manner, this License shall automatically terminate. The District shall be notified if there is a change in Trustee for the Licensee.

IN WITNESS WHEREOF, the parties have executed this License the day and year first above written.

LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT, A Political Subdivision of the State of
Nebraska,

By: _____
Mike Sousek, General Manager

By: _____
Licensee, Aaron Schepers, Red Wing Acres, LLC

LANCASTER COUNTY
ENGINEERING DEPARTMENT
RIGHT-OF-WAY CONTRACT
(Permanent Easement)

THIS AGREEMENT made and entered into by and between:

Lower Platte South NRD
PO Box 83581
Lincoln, NE 68501

hereinafter referred to as the Owner and Lancaster County, a governmental subdivision, hereinafter referred to as the County.

WITNESSETH: In consideration of the payment or payments as specified below and the performance of the special provisions contained herein, the Owner hereby grants to the County, permanent easement to certain real estate described by stationing and distances measured from project centerline as follows:

From Sta. 28+80.01	to Sta. 28+77.34	a strip 33-58 ft. wide	Right side
From Sta. 28+77.34	to Sta. 29+18.34	a strip 58-33 ft. wide	Right side
From Sta. 29+18.34	to Sta. 29+21.01	a strip 58-33 ft. wide	Right side

Said permanent easement will be utilized more specifically for construction and maintenance of a culvert replacement as shown on the approved plans for Project No. 25-21 / W-235, Tract No. 2 consisting of 0.02 acres, more or less, exclusive of existing right of ways situated in part of The Former Union Pacific Railroad ROW, located in the NW ¼ of Section 13, Township 7 North, Range 6 East of the 6th Principal Meridian, Lancaster County, Nebraska.

The County agrees to purchase the above described permanent easement and to pay therefore within a reasonable time after the consummation of this contract. The said permanent easement will be prepared, furnished and recorded by the County at no cost to the Owner. It is understood by the parties hereto that the easement will be recorded immediately following the said consummation.

The County shall have immediate right of entry on the premises described above upon payment to the Owner of 100% due under this contract. Payment is to be made by the County to the Owner for the easement area actually acquired, not including present public right-of-way, according to the following rate per acre:

0.02 Acres @ \$ 12,000.00/Acre x 90%	\$ 216.00
Title Extension Fee	\$ 55.00
Post & Cable Fence: 3 rods @ \$50/rod	\$ 150.00
Contract Total	<u>\$ 421.00</u>

The above payments shall cover all damages caused by the establishment and construction of the above project except for crop damage, if any, which will be paid for in the amount based on the yield from the balance of the field less expenses of marketing and harvesting. Crop damage shall mean damage to such crops as are required to be planted and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damage be paid for more than one year's crop. The Owner agrees to make a reasonable attempt to harvest any crop so as to mitigate

the crop damage.

The County agrees to seed the areas disturbed by the construction unless other provisions for seeding have been included in the special provisions of this contract.

The County agrees to rock the disturbed areas of rock driveways and to place additional rock, if required, for a period of one year from the completion of this project. The Owner must notify the County if additional rock is required.

If the Owner has a properly recorded survey of the property affected, the County agrees to re-establish survey corners destroyed as a result of the construction at no cost to the Owner.

All damage items that the Owner has been compensated for shall become the property of the County and will be removed and/or disposed of by the County. Salvage of items given to the Owner as stated in the special provisions of this contract must be accomplished by the start of the construction of this project or the Owner shall forfeit the right to such salvage.

SPECIAL PROVISIONS: Communicate with the NRD prior to the start of construction at least 3 days prior to start of construction. Avoid trail closure, if necessary, must be less than 5 days and try to avoid closure between the months of March – October. NRD would like to complete a post inspection following completion of the grading process and has been paid to remove and install the post and cable fence. It shall be noted that this is portion of the vacated UP RR ROW is considered rail bank property. Eric Zach 402-432-6836 is a local contact to be notified prior and post construction.

Payment made to: Lower Platte South NRD

This contract shall be binding on both parties as soon as it is executed by both parties, but should not any of the above real estate be required, this contract shall terminate upon payment of \$10.00 by the County to the Owner, provided the acquisition has not been totally consummated.

The County of Lancaster, Nebraska, hereby gives notice that it is Lancaster County's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, The Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal Aid Highway program or other activity for which Lancaster County receives Federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Lancaster County. Any such complaint must be in writing and filed with Lancaster County Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Forms may be obtained from the Board of County Commissioners of Lancaster County, Nebraska, office at no cost to the complainant by calling (402) 441-7447 or from the Board of County Commissioners of Lancaster County, Nebraska, website which can be found at www.Lancaster.Ne.Gov

The representative of the Lancaster County Engineering Department, in presenting this contract, has given me a copy and has read all of its provisions to the undersigned. An explanation of the construction plans was given and **it is understood that no promises, verbal agreements or understanding, except as set forth in the contract, will be honored by Lancaster County.**

Executed by the Owner(s) this ____ day of _____, 2025

Name Title

X _____
Lower Platte South NRD

(Signatures Must be Notarized)

State of _____ **County of** _____

Before me, a notary public qualified for said county, personally came _____

known to me to be the identical person or persons who signed the foregoing instrument and
acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on this ____ day of _____, 2025

Notary Public

My Commission Expires

Executed by Lancaster County this ____ day of _____, 2025

LANCASTER COUNTY
ENGINEERING DEPARTMENT
Approved by County Engineer

LANCASTER COUNTY
BOARD OF COMMISSIONERS

Pamela L. Dingman, P.E.

APPROVED AS TO FORM

this ____ day of _____, 20 ____

Deputy County Attorney

State of _____ County of _____

Before me, a notary public qualified for said county, personally came _____

known to me to be the identical person or persons who signed the foregoing instrument and
acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on this ____ day of _____, 2025

Notary Public

My Commission Expires

Lancaster County
444 Cherrycreek Rd.
Bldg. C
Lincoln, NE 68528

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, Lower Platte South NRD, herein called the "Grantor", record owner of the real property hereinafter described, for and in consideration of the sum of One and 00/100 Dollars (\$1.00), duly paid, the receipt whereof is hereby acknowledged and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed does hereby grant, remise and relinquish unto Lancaster County, a governmental subdivision of the State of Nebraska, herein called "Grantee", permanent easement on the following legally described real estate situated in Lancaster County, Nebraska, to wit:

A part of The Former Union Pacific Railroad ROW, located in the NW $\frac{1}{4}$ of Section 13, Township 7 North, Range 6 East of the 6th Principal Meridian, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the northwest corner of said NW $\frac{1}{4}$; thence with an assumed bearing of North 89 Degrees, 25 Minutes, 21 Seconds East, with the north line of said NW $\frac{1}{4}$, a distance of 1157.41 feet to a point; thence South 00 Degrees, 34 Minutes, 39 Seconds East, perpendicular to the north line of said NW $\frac{1}{4}$, a distance of 33.00 feet to the point of beginning; thence North 89 Degrees, 25 Minutes, 21 Seconds East, 33.00 feet south of and parallel with the north line of said NW $\frac{1}{4}$, a distance of 41.00 feet to a point, said point being on the west line of Lot 24, Irregular Tracts, located in said NW $\frac{1}{4}$; thence along a curve to the right, with the west line of said Lot 24, Irregular Tracts, having a radius of 3869.72 feet, an arc length of 25.14 feet, said curve subtended by a chord which bears South 05 Degrees, 31 Minutes, 20 Seconds West, with a chord length of 25.14 feet to a point, said point being located 58.00 feet south of as measured perpendicular to the north line of said NW $\frac{1}{4}$; thence South 89 degrees, 25 Minutes, 21 Seconds West, 58.00 feet south of and parallel with the north line of said NW $\frac{1}{4}$, a distance of 41.00 feet; thence North 05 Degrees, 31 Minutes, 07 Seconds East, a distance of 25.14 feet to the point of beginning.

Containing an area of 0.02 acres, more or less.

TO HAVE AND TO HOLD unto Lancaster County, Nebraska, its successors and assigns, the right to construct, use and maintain on the land herein described utilities, such slopes as are necessary to retain and support the County road, the construction and/or extension of drainage structures and/or the construction of a drainage channel or drainage ditch and so long as such utilities, slopes, drainage structure, drainage channel or drainage ditch is used and maintained, the right of ingress and egress to said property herein described from the County road for the purpose of inspecting, repairing, and maintaining the said utilities, slopes, drainage structure, drainage channel and/or drainage ditch located thereon at the will of the Grantee, it being the intention of the parties hereto that the Grantee shall have the right to assign, grant and dedicate utility easements and that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use the above described property for any purpose that does not interfere with the uses herein granted.

The Grantor, in consideration of the payments herein stated, agrees not to construct buildings, ornamental fences or other improvements which may be damaged by the Grantees uses herein specified. If the Grantor chooses to make such improvements, Grantor hereby waives all claims for damages which may occur from the Grantees use as herein specified with the exception of necessary fence removal and replacement costs, or damages caused by negligence of the Grantee.

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

In witness whereof the Grantor has signed this ____ day of _____, 2025

Name Title

X _____
Lower Platte South NRD

(Signatures Must be Notarized)

State of _____ **County of** _____

Before me, a notary public qualified for said county, personally came _____

known to me to be the identical person or persons who signed the foregoing instrument and
acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on this _____ day of _____, 2025

Notary Public

My Commission Expires

29 May 2025

Drew Ratkovec
Lower Platte South Natural Resources District
3125 Portia Street
PO Box 83581
Lincoln, NE 68501-3581

RE: Proposal for the Oak Creek Trail Stream Stabilization Project
EA Proposal Number: 0703598

Dear Mr. Ratkovec:

The purpose of this letter is to forward EA Engineering, Science, and Technology, Inc., PBC's (EA's) requested proposal per our discussions on 23 April 2025. EA's proposal response consists of three elements: Scope of Work, Price Schedule, and EA's Standard Consulting Services Contract. In summary, EA proposes to perform the requested services as outlined in the attached documents for a firm fixed price of \$65,700.00.

Under EA's Consulting Services Contract format, this project will be identified as shown above as 0703598. If additional projects/services are desired, follow-on work can be added by simply forwarding a proposal that references the Consulting Services Contract above, which will serve as a Basic Ordering Agreement. Follow-on projects will contain the same basic identifying number as above followed by a dash and a numerically increasing number. This will facilitate expedited proposal preparation, project setup, and execution.

As the first project, *Exhibit A-1: Scope of Work*, *Exhibit B-1: Price Schedule*, and *Exhibit C: Consulting Services Contract* are provided. Please review the attached exhibits to ensure that they meet your approval. To confirm your acceptance of EA's project approach and technical assumptions, pricing, and contract terms, please sign and date the acknowledgement of proposal in the "client" space provided on Page 5 of EA's Consulting Services Contract, and return this entire document to my attention. I will have the contract countersigned by the appropriate EA personnel and a copy immediately returned for your records. EA will begin work shortly after receiving the documents.

EA greatly appreciates the opportunity to serve you on this project. If I can be of any further assistance, please do not hesitate to contact me at 402-817-7619.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robb Lutz', with a stylized, cursive script.

Robb Lutz
Project Manager

Exhibit A-1: Scope of Work (Contract No. 0703598)

This Scope of Work is incorporated into the Consulting Services Contract referenced above between EA Engineering, Science, and Technology, Inc., PBC and Lower Platte South Natural Resources District (LPSNRD).

Project Overview

The Oak Creek Trail Stream Stabilization Project is being undertaken to address active streambank erosion along the Bates Branch of North Oak Creek, which is threatening the stability of the Oak Creek Trail at two locations:

- **Site 1** is located approximately 0.2 miles west of the trailhead and includes about 140 linear feet of channel. The lower bank has a stable slope up to approximately 15 vertical feet above the toe, followed by an 8-foot vertical ledge that poses a risk to trail stability.
- **Site 2** is located approximately 1.3 miles west of the trailhead and includes about 450 linear feet of channel. This site has similar erosion patterns, with vertical erosion near the top of the bank and relatively stable conditions below, but the overall bank height is greater than at Site 1.

This project focuses on designing and permitting stabilization measures to protect trail infrastructure. Site 1 will advance to final design and permitting. Site 2 will be evaluated at a conceptual level with two alternatives.

Task 1: Topographic Survey and Site Documentation

- Conduct an RTK GPS survey at both Site 1 and Site 2, completed in one day by a two-person crew.
- Process the survey data and supplement with available LiDAR data.
- Fly a drone through the project areas to collect video footage for use during design and to minimize the need for repeat site visits.

Task 2: 50% Design – Site 1

- Develop a single stabilization design for Site 1, coordinated with the LPSNRD.
 - We will work closely with NRD staff throughout the design process in a collaborative effort to ensure the selected design concept aligns with NRD's objectives, preferences, and long-term management goals for the trail and adjacent stream corridor.
 - The design is anticipated to include a riprap-armored toe and riprap armoring of the vertical bank to protect the trail infrastructure.
- Submittal will include:
 - Draft plan set with cover sheet, existing conditions, proposed plan view, and design details
 - Engineer's opinion of probable construction cost
 - Technical specifications and construction contract specifications
 - Brief design memorandum
 - Staking plan not included in this submittal, but will be developed for later phases

Task 3: Conceptual Design – Site 2

- Develop two stabilization alternatives for Site 2 in consultation with the NRD.
 - We will coordinate with NRD staff throughout this phase to collaboratively explore stabilization strategies and ensure that both design alternatives reflect NRD's goals for trail protection, long-term maintenance, and stream function.
- Submittal will include:
 - Draft plan set with cover sheet, existing conditions sheet, one plan view sheet per alternative and concept-level design details sufficient for NRD review
 - Engineer's opinion of probable construction cost for each alternative
 - Brief design memorandum

Task 4: Permitting – Site 1

Wetland delineation and permitting support will be provided under the following assumptions:

- Wetland delineation will occur during the 2025 growing season (May 1–October 31).
- Wetland boundaries will be identified using the best professional judgment and surveyed with a sub-meter GPS. A shapefile of wetland boundaries will be provided upon request.
- The delineation area will cover the anticipated limits of disturbance for Site 1.
- The project is assumed to be authorized under Nationwide or Regional General Permits. An individual Section 404 permit is not anticipated; if required, a separate proposal will be provided.
- Mitigation is not anticipated. If required, a separate scope and fee for developing a mitigation plan will be provided.
- The client will be responsible for permit fees, mitigation credit purchases, and authorized signatures.
- In-person regulatory meetings and additional site visits are not included.
- Consultation with NGPC, NeSHPO, and USFWS is expected to be resolved through standard coordination. No field surveys or additional meetings are included.

Task 5: Final Design – Site 1

- Prepare **Draft Final Design** and **Final Design** submittals for Site 1.
- Each submittal will include:
 - Revisions based on review comments from previous submittal
 - Full plan set including staking plan
 - Updated cost estimate and specifications
 - Written response to review comments
- Final submittal will be signed and sealed by a registered Nebraska Professional Engineer.

Task 6: Meetings and Project Management

- Attend three in-person coordination meetings at the NRD office:
 1. During conceptual design development
 2. Following the 50% Design submittal
 3. Following the Draft Final Design submittal
- Provide monthly progress reports throughout the duration of the project.

Task 7: Bidding Assistance- Site 1

- Provide assistance during the bidding phase, including:
 - Conducting a pre-bid meeting

- Responding to contractor questions during bidding (assuming no addenda are required)
- Evaluating bids and preparing a recommendation of award

General Assumptions

- All design submittals will be delivered as PDF files via email.
- The final design submittal will be signed and sealed by a registered Nebraska Professional Engineer.
- An accepted final layout for Site 1 will be selected following the 50% Design Submittal and will be carried forward through subsequent design phases.
- The NRD will be responsible for advertising the project for bids.

SCHEDULE

EA proposes to complete the Scope of Work listed above according to the following proposed schedule which is based upon the Notice to Proceed (NTP) date.

Deliverable

Date

Site 1 50% Design Submittal	NTP + 90 days
Site 2 Conceptual Design Submittal	NTP + 90 days
USACE Permitting Submittal	NTP + 135 days
Site 1 Draft Final Design	NTP + 145 days
Site 1 Final Design	NTP + 190 days
Site 1 Bidding	Spring 2026

Exhibit B-1: Price Schedule (Contract No. 0703598)

EA Engineering, Science, and Technology, Inc., PBC proposes to complete the Scope of Services listed above for a firm fixed price of \$65,700.00. A breakdown of the costs is shown below:

	Labor Hours	Labor Cost	Equipment	Other Direct Costs (ODCs)	TOTAL
Phase 1 - Survey	28	\$3,081.64	\$252.49	\$453.60	\$3,787.73
Phase 2 -Site 1 50% Design	154	\$19,253.57	\$0.00	\$0.00	\$19,253.57
Phase 3 - Site 2 Conceptual Design	116	\$14,239.40	\$0.00	\$0.00	\$14,239.40
Phase 4 - Wetland Delineation/404 permit	68	\$7,320.21	\$82.32	\$0.00	\$7,402.53
Phase 5 - Site 1 Final Design	119	\$15,683.79	\$0.00	\$0.00	\$15,683.79
Phase 6 - Meetings/Project Management	18	\$2,791.27	\$74.09	\$0.00	\$2,865.36
Phase 7 - Site 1 Bidding Assistance	16	\$2,467.62	\$0.00	\$0.00	\$2,467.62
TOTALS	519	\$64,837.50	\$408.90	\$453.60	\$65,700.00

Exhibit C : EA's Consulting Services Contract

Our standard consulting services contract is attached for your review.

EA, as used herein, means **EA Engineering, Science, and Technology, Inc., PBC**.

Client as used herein means the other party to this Agreement.

WHEREAS, EA provides an extensive range of integrated and comprehensive consulting, engineering, scientific, and analytical services; and

WHEREAS, Client desires to utilize EA's services.

NOW, THEREFORE, for good and valuable consideration, EA agrees to provide the professional services described herein, and Client agrees to accept and pay for such services, all in accordance with the following terms and conditions:

1. **Definitions**—The following terms shall have the meanings set forth below whenever they are used in this Agreement:
 - a. "Scope of Work" (SOW) shall mean the description of the services to be provided by EA as mutually agreed upon by EA and Client and will be performed on either a firm fixed price (FFP) or time and materials (T&M) basis. The SOW and the Price will be set out in the attached Exhibit "A"(s) (or EA's Proposal) as described below, incorporated by reference into this Agreement.
 - b. "Documentation" shall mean deliverable documentation as described in the SOW.
 - c. "Equipment" shall mean all indoor and outdoor equipment used by EA at Client sites for the purpose of providing services as described in the SOW.
 - d. "Proprietary Information" shall mean all data, information, manuals, materials, trade secrets, patents, products, processes, plans, whether in written, graphic or oral form, and similar proprietary know-how of EA.
2. **Ordering**—EA services sought by the Client shall be ordered as follows:
 - a. In response to either a written or verbal request from Client, EA will prepare a written proposal that shall minimally contain a SOW, cost and form of compensation (FFP or T&M).
 - b. Each EA Proposal shall be dated and sequentially numbered as Exhibit A1, A2, A3, etc. and reference this EA Consulting Services Agreement number.
 - c. If acceptable, the Client will sign and date the EA proposal acknowledging acceptance of the costs of the services to be rendered by EA.
3. **Compensation/Billing**—EA's invoices will be issued at least monthly and are payable upon receipt. Invoices shall reference the appropriate EA Proposal Letter or Exhibit A numbers. Balances thirty (30) days past due are subject to interest at 1.5% per month. EA may suspend services under any Client Agreement until all past due accounts have been paid.

The SOW is often not fully definable prior to the execution of this Agreement as investigation may uncover additional facts and information requiring an alteration in the SOW and/or the Price for the services. For services on a time and materials basis, the proposed fees are EA's best estimate of the charges required to complete the SOW. EA will inform Client of any material changes to either the SOW or the Price that may be required and which may alter the terms of this Agreement.

Costs and schedule commitments are subject to renegotiation for unreasonable delays caused by Client's failure to provide free access to sampling areas, specified facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in this Agreement.

In the event EA is required to respond to a subpoena, government inquiry, or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse EA for its costs and compensate EA at its then standard rates for the time spent gathering information and documents. Client agrees to compensate EA at the rate of one and one-half times EA's then current hourly rates for time spent in any deposition, hearing, proceeding, or trial.

For services provided on a time and materials basis, the minimum time segment is four (4) hours for field work and one (1) hour for office work. The rental or use of EA's Equipment will be charged to the project in accordance with EA's "Corporate Equipment Rate Billing Schedule," which is either incorporated into the rates shown in Exhibit B or is available upon Client's request. Equipment rates are subject to annual adjustment each September. EA's labor rates for services provided on a time and materials basis are fixed for one year with annual adjustment upon notice to Client.

Expenses related to the services and reimbursable by Client ("Other Direct Costs") include without limitation, travel and living expenses, phone, FAX, overnight delivery services, postage, shipping, and production costs; identifiable drafting and word processing supplies; equipment usage and rental fees; and expendable materials and supplies. Other Direct Costs are reimbursable by Client and are billed at EA's cost plus 20%.

Subconsultant and/or subcontractor costs are reimbursable by Client and are billed at EA's cost plus 20%. Where applicable, any local or state taxes or fees (except state income taxes) are in addition to any quoted price/cost.

4. **Termination**—This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Such termination is effected upon providing: (1) not less than thirty (30) calendar days written notice, and (2) an opportunity for consultation with the terminating party prior to termination. Client will be responsible for all services and direct expenses associated with the project through the effective date of cancellation, plus reasonable fee(s) and/or expenses for reallocation and demobilization of personnel and equipment.
5. **Confidential Information/Inventions**—All Proprietary Information furnished by EA in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between Client and EA, shall be held confidential by Client, and returned to EA within thirty (30) days of the completion of the services or conclusion of the litigation wherein EA's services were provided.

All inventions, techniques, and improvements held by EA to be proprietary or trade secrets of EA prior to any use on behalf of Client, as well as all inventions, techniques, and improvements developed by EA independent of the services rendered to Client under this Agreement, remain the property of EA. Documents provided by Client will remain the Client's property, but EA may retain one confidential file copy.

6. **Standard of Care**—EA will prepare all work and provide services in accordance with generally accepted professional practices ordinarily exercised by reputable companies performing the same or similar services in the same geographic area. NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Client shall furnish documents and information reasonably within Client's control and deemed necessary by EA for proper performance of its services. EA may rely upon Client-provided documents and information in performing the services required under this Agreement and EA assumes no responsibility or liability for their accuracy.

Client agrees to advise EA, no later than upon the execution of this Agreement, of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site where EA's services are to be performed, that presents a potential danger to human health, the environment, or EA's equipment. Client agrees to a continuing obligation to provide EA related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, EA does not assume control of, or responsibility as an operator, waste generator or otherwise for the site or the person(s) in charge of

the site, or undertake responsibility for reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state, or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

Upon Client's request, EA's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by EA in its files shall be the official base document. The Client will retain one conformed written copy. EA makes no warranty or representation to Client that the magnetic copy is accurate or complete. Any modifications of such magnetic copy by Client shall be at Client's sole risk and without liability to EA. Such magnetic copy is subject to all conditions of this Agreement.

7. **Indemnification**— Each party shall indemnify, defend and hold harmless the other party from and against all liability, loss, cost, expense, or damage caused by the indemnifying party's negligent acts or negligent omissions in the performance of this Agreement. However, in the event of any loss, damage or liability, whether to person or to property, arising out of the sole negligence of either EA or Client, such party will assume full responsibility for any liability arising thereof and hold harmless the other party. EA and Client further agree that if either EA or Client engages in willful misconduct, such party shall assume full responsibility for any liability arising thereof irrespective of the nature and degree of the other party's negligence, and will indemnify and hold harmless the other party. In no event shall EA be liable for any special, incidental, economic, or consequential damages whatsoever, regardless of the legal theory under which such damages may be incurred. In no event will EA's liability under this provision or Agreement exceed the lesser of the fees actually paid to EA under this Agreement or \$50,000.

For claims related to or involving pollution, toxic substances, or hazardous wastes or for any other claims arising from underground hidden or undisclosed hazards, Client agrees to release, defend, indemnify and hold harmless EA and its officers, directors, employees, agents, consultants, and subcontractors from all claims, damages, losses, and expenses, including, but not limited to, reasonable fees and expenses of attorneys and consultants, and court costs, arising out of the performance of this Agreement. Such indemnification and release include claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant or pollutant regardless of the legal theory under which such damages may be incurred.

EA's field personnel will avoid hazards or utilities that are visible to them at the site. EA is not responsible for any damage or loss to property owned by Client or third parties due undisclosed or unknown surface or subsurface conditions, except to the extent such damage or loss is a direct result of EA's gross negligence.

8. **Severability**— If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
9. **Third Party Rights**—EA's services under this Agreement are being performed solely for the benefit of Client, and no other entity shall have any claim against EA because of this Agreement or the performance or nonperformance of services provided by EA hereunder.
10. **Entire Agreement**— This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally. Any modification to these terms and conditions without the written approval of EA shall be null and void. In no event will the terms of any purchase order, work order or any other document provided by Client modify or amend this Agreement, even if it is signed by EA, unless EA signs a written statement expressly indicating that such terms supersede the terms of this Agreement. Any such terms are expressly rejected by EA.
11. **Assignment**—EA reserves the right to assign this Agreement to its affiliates, subsidiaries, or successors as necessary in order to effectively carry out and complete the services specified by this Agreement.
12. **Governing Law**— This Agreement shall be deemed made in, and in all respects interpreted, construed, and governed by, the laws of the State of Maryland, U.S.A. All disputes arising hereunder are to be resolved in the

state and federal courts having jurisdiction of such disputes sitting in the State of Maryland or hearing appeals therefrom. Both parties consent to the jurisdiction of such courts over them for the purposes of this Agreement, and agree to accept service of process by registered mail.

ATTACHMENTS

Exhibit A – Scope of Work
(May be added by reference to EA Proposal Letter[s])

Exhibit B – EA Price Schedule, and/or EA Labor Rates and, EA Equipment Cost Rate Schedule
(May be added by reference to EA Proposal Letter[s])

EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC., PBC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

SCOPE OF WORK

This Scope of Work is incorporated into the Consulting Services Agreement referenced above between EA Engineering, Science, and Technology, Inc., PBC and _____.

EXHIBIT "B"

EA PRICE SCHEDULE

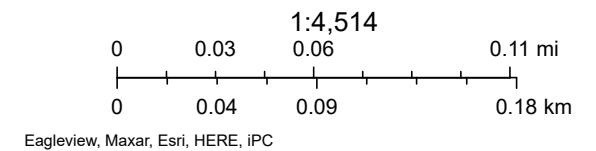
The following rates apply to the services provided by EA Engineering, Science, and Technology, Inc., PBC for the Agreement referenced above.

Bank Stabilization Project - Oak Creek Trail



6/2/2025, 3:58:16 PM

- LPSNRD Trail Bridge
- LPSNRD Trail
- ▭ LPSNRD Trail Corridor
- ▭ LPSNRD Boundary







Lower Platte South Natural Resources District

Recreational Trails Assistance Program Policy Guide

Purpose:

The Lower Platte South Natural Resources District (DISTRICT) Recreational Trails Assistance Program (RTAP) provides up to \$25,000 in cost-share to support the building and development of trails and trail facilities within the District.

Eligible Projects:

Cities, villages, homeowner's associations, and counties may apply for RTAP funding assistance. Projects must provide public access. Cost-share up to \$25,000 is available for the development of trailside and trailhead facilities or the construction of new trails. The applicant must provide at least 1:1 match to the DISTRICT funding. Projects must be designed by a professional engineer licensed in the State of Nebraska, Project management is the sole responsibility of the applicant or their representative. The operation of completed projects is solely the responsibility of the applicant and is not eligible for cost-share. All projects must adhere to the Recreational Trail Program federal guidelines.

Application, Review, and Approval Process:

1. Interested parties can use the online application to request funding. The DISTRICT will review the application and contact the applicant with any questions and discuss next steps.
 - A. The online application requests the following information:
 - a. Contact Information
 - b. A description of the project including details of how the trail will be open and accessible to the public
 - c. The estimated completion date
 - d. Other partners on the project
 - e. Project cost and the amount of funding (in dollars) requested from DISTRICT, as well as other funding sources including grant match requirements (if applicable)
 - f. Project plans and maps
2. Projects requesting \$10,000 or less will be presented to the DISTRICT General Manager for consideration. If approved by the General Manager, DISTRICT staff will notify the applicant of the decision, including the funding amount approved.
3. For applications requesting more than \$10,000, DISTRICT staff will present the applicant's request to the Recreation, Forestry, and Wildlife Subcommittee for consideration: if approved, the subcommittee will make a recommendation to the full DISTRICT Board of Directors. The NRD may request that the applicant attend the subcommittee meeting.
4. The Board of Directors will vote on the cost-share request during the regular monthly board meeting. The NRD may request that the applicant attend the Board meeting.

Note: The subcommittee and/or Board of Directors reserves the right to approve or deny any request or approve an amount less than what is requested.

5. The DISTRICT staff will notify the applicant of the Board's decision, including the funding amount the DISTRICT has approved.

Reimbursement:

The DISTRICT will distribute the approved funds through reimbursement after the project has been completed. The applicant should provide the following with a reimbursement request:

1. descriptive invoices/documentation of actual costs for work completed,
2. proof of payment through canceled/cashed checks, and
3. any other information to verify the work being reimbursed was completed.

Note: The DISTRICT prefers the applicant submit one reimbursement for the total amount of the DISTRICT contribution.

Other Considerations:

1. Projects must be open for public use. The applicant should show how the trail is connected and accessible to public use areas via sidewalks, parking areas, or other means of access.
2. For planning and fiscal responsibility, the DISTRICT annually prepares a budget for RTAP, therefore funds are limited. Funding assistance for RTAP projects for each fiscal year (July 1 – June 30) will be on a first come, first served basis.
3. Please allow two months for application review and approval.
4. The applicant will communicate with NRD staff regularly, providing status updates on the applicant's project so that DISTRICT staff can keep the Board informed of RTAP project progress.
5. The applicant agrees to recognize funding from the DISTRICT on all published materials and news releases related to its DISTRICT funded project.
6. Where applicable, the DISTRICT staff and/or Board will review project costs to determine eligibility for cost-share. Examples of non-cost-shareable items include (but are not limited to):
 - Utility relocation
 - Trail or facility maintenance
 - Trail engineering or design
 - Staff time or Salaries
 - Equipment
7. Any cost overruns are the sole responsibility of the applicant.

Appendix A

Recreational Trails Assistance Program Application for Assistance

1. The Lower Platte South Natural Resources District (DISTRICT) Recreational Trails Assistance Program (RTAP) provides up to \$25,000 to match an applicant's contribution to support City's or Village's as they build and develop trails and trail facilities within their communities.
2. Applications are reviewed on a first come, first served basis.
3. Please allow two months for DISTRICT review and approval.

Project Name

Applicant

Address

City

State

Zip

Phone

Email Address

Amount Requested from DISTRICT: _____

Total Project Cost: _____

Applicant Funding: _____

Project Description: (200 words or less)

Project Partners: _____

Estimated Completion date: _____

Attach Project Plans and Maps