



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: August 12, 2024

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, August 8th, 2024, at 5:32 p.m., the Recreation, Forestry and Wildlife subcommittee met in the Large Conference Room. Subcommittee members present: Christine Lamberty- Chair, Anthony Schutz, John Yoakum, Mark Spangler, and Ray Stevens. Other attendees were Mike Sousek, Eric Zach, and Will Inselman. Jim Swenson and Jeff Fields from the Nebraska Game and Parks Commission were also in attendance.

The first item on the agenda was the consideration of entering into an agreement with Theisen Construction, Inc as a sole source contractor for the repair of two railroad timber bridges on the MoPac Trail. The bridges are 134th St. West #1 and 298th St. West #1. These bridges were identified by Theisen Construction last fall during invasive bridge inspections of 9 trail bridges, as the bridges in most need of repair. They are the only company in Nebraska that we know of that specializes in railroad timber bridges. Theisen Construction is a reputable contractor and the District has used them as a sole source contractor multiple times from 2013-2023 for timber bridge repairs on our trails. Theisen has indicated they would be able to complete these repairs this fall/winter. Staff recommends that we enter into an agreement with Theisen Construction to complete these repairs.

It was moved by Yoakum, seconded by Stevens and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to enter into an agreement with Theisen Construction Inc. for \$298,800 to repair two bridges on the MoPac Trail.

Motion Passed: 5-0

The second item on the agenda was the consideration for the approval of license agreements for private crossings on the Oak Creek Trail. Recently, District staff conducted a review of property ownership along the Oak Creek Trail and found several properties that require updated license agreements for trail crossings. Four properties need updated property owner information: Mark Wolf, Todd and Gary Kudlacek, Mike Vandenberg, and Gary Masek. Each landowner has one crossing on the Oak Creek Trail and has requested an updated license agreement. These license agreements are for pre-existing crossings that were in place when the NRD took ownership of the trail. The NRD agreed to honor these existing crossings as the railroad had done when it was in operation. Staff fielded questions about the use of these crossings, gates, and signage.

It was moved by Yoakum, seconded by Stevens and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to sign a license agreement for private crossing for agricultural purposes on the Oak Creek Trail with Mark Wolf, Todd and Gary Kudlacek, Michael Vandenberg, and Gary Masek, pending legal counsel review.

Motion Passed: 5-0

The third item on the agenda was the consideration of a request to provide financial assistance for debris removal at the Lied-Platte River Bridge. The Nebraska Game and Parks Commission and the Papio-Missouri NRD are requesting financial assistance to remove a large amount of debris that has recently piled up along all the piers of the Lied-Platte River Bridge. The debris that has piled up from recent flood events is now causing a hazard for river users and requires immediate attention. This was last performed in 2019 following the flooding that year. At that time, the LPSNRD did assist in the cost of that removal, however Papio-Missouri NRD was able to secure FEMA money to offset the cost. The Papio-Missouri NRD has agreed to take the lead on this project and estimates the total cost of removal to be \$600,000. It has been requested that the three entities in the agreement to manage the bridge split the cost. Deputy Director Jim Swenson and Parks Division Administrator Jeff Fields were present at the meeting and provided background on the project, agreement, and past removal projects (most recently 2019). It was noted that there were tubers that were pulled into the debris and nearly drowned. The original amendment held each party to split the project 1/3 each, however it was decided that it would be best to cap the District's contribution at \$200,000.

It was moved by Schutz, seconded by Yoakum and unanimously approved to submit the addition of \$200,000 to the Finance & Planning Subcommittee for inclusion in the FY25 LRIP and budget to cover the costs associated with the debris removal project at the Lied-Platte River Bridge.

Motion Passed: 5-0

It was moved by Schutz, seconded by Yoakum and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve Amendment No. 3 to the Interlocal Cooperation Agreement between Lower Platte South NRD, Papio-Missouri River NRD, and Nebraska Game and Parks Commission to complete the debris removal project at the Lied Platte River Bridge with the Lower Platte South NRD obligation not to exceed \$200,000, pending legal counsel review.

Motion Passed: 5-0

The last item on the agenda was the consideration of a letter of support to the Wachiska Audubon Society for a Nebraska Environmental Trust grant application. The Wachiska Audubon Society recently reached out to District staff requesting a letter of support for an upcoming Nebraska Environmental Grant application. The request to the District is for a commitment of \$4,000 per year for two years beginning July 1 2026 to be used as match to the NET grant. This grant application is similar to the grant that the District is currently providing match for Wachiska's maintenance and management of their prairies located within the LPSNRD. The LPSNRD is currently in year two of its three-year commitment of \$3,000 annually to Wachiska. The Wachiska Audubon Society have been great stewards of tall grass prairie and great partners to the District. This request for funds is dependent upon Wachiska being awarded the grant. If they are awarded the grant, the action to approve the matching funds will come to the Board for approval. At this time the motion passed by the Recreation, Forestry, and Wildlife subcommittee was to direct staff to provide the letter and return to the committee if the grant is successful.

It was moved by Stevens, seconded by Yoakum and unanimously approved to recommend the General Manager provide a letter of support on behalf of Lower Platte South NRD to Wachiska Audubon Society for their Nebraska Environmental Trust grant application and provide matching funds of \$4,000 per year for two years beginning July 1, 2026, if the grant is awarded.

Last on the agenda were staff updates. Reports/updates: Staff provided an update on the MoPac Connector public meetings held July 30th.

Meeting adjourned at 6:32 p.m.

PC: RF&W subcommittee file



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MEMORANDUM

Date: August 6, 2024

To: Lower Platte South NRD Board of Directors

From: Will Inselman, Resources Coordinator

Subject: Thiesen Construction Inc. Sole Source Justification

The project consists of the rehabilitation of two timber railroad bridges, MoPac 134th St. West #1 and MoPac 298th St. West #1. These three bridges were identified as being high priority for repair of nine bridges which were inspected in 2023 using invasive bridge inspection techniques.

Thiesen Construction Inc. has a long track record of inspecting and repairing wood and steel railroad bridges. Over 36 years, they have built a reputation in Nebraska as the experts in the rehabilitation of this type and age of railroad bridges. Due to their expertise, Thiesen Construction Inc. was hired to conduct the bridge inspections, making them familiar with the bridges and the necessary repairs. There are no other contractors known to NRD staff who possess similar expertise to work on this type of bridge. The District has worked with Thiesen numerous times since 2013 and has had excellent results from the projects they have worked on.



Broken concrete backwall



Bent 4 pile 3 and 4 rejected, 1 and 2 previously posted



Rejected caps bent 6



Overview



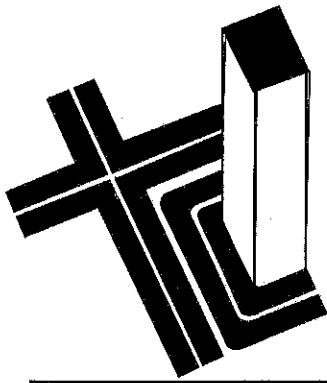
Backwall plank separating and deteriorating



Ruined pile and undermined backwall



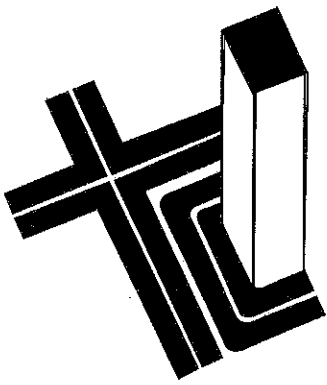
Example of damaged pile that needs to be replaced, Bent 4



Theisen Construction Inc.


P.O. BOX 97 ■ NORFOLK, NE 68702-0097 ■ 402/379-4564 ■ FAX 402/371-3175

PROPOSAL SUBMITTED TO: Lower Platte South NRD	DATE: July 10, 2024						
ATTN: Eric Zach Will Inselman	JOB NAME: 134th West #1 JOB LOCATION: Mopac Trail						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Mobilization: Move crane, excavator, crew & tools to 134th West #1</td> <td style="text-align: right; vertical-align: bottom;">\$20,000.00</td> </tr> <tr> <td>Labor: Splice 11 pile on 6 bents. Remove & reinstall X brace and sash on 6 bents. Remove & replace 11 caps on 7 bents. Excavate and install 6 back wall planks on bents 1 & 11</td> <td style="text-align: right; vertical-align: bottom;">\$140,000.00</td> </tr> <tr> <td>Materials: 11 caps, 128' LF of wood pile, 6 girders, 12 back wall planks, as well as bolts, washers and shims</td> <td style="text-align: right; vertical-align: bottom;">\$34,800.00</td> </tr> </table> <p>* Landowners to remove & replace all fencing attached to bridge * NRD to provide back fill and trail materials, close trail, remove trees, provide crane access and crane pad, and perform all final grading * All work being performed is "in kind"</p>		Mobilization: Move crane, excavator, crew & tools to 134th West #1	\$20,000.00	Labor: Splice 11 pile on 6 bents. Remove & reinstall X brace and sash on 6 bents. Remove & replace 11 caps on 7 bents. Excavate and install 6 back wall planks on bents 1 & 11	\$140,000.00	Materials: 11 caps, 128' LF of wood pile, 6 girders, 12 back wall planks, as well as bolts, washers and shims	\$34,800.00
Mobilization: Move crane, excavator, crew & tools to 134th West #1	\$20,000.00						
Labor: Splice 11 pile on 6 bents. Remove & reinstall X brace and sash on 6 bents. Remove & replace 11 caps on 7 bents. Excavate and install 6 back wall planks on bents 1 & 11	\$140,000.00						
Materials: 11 caps, 128' LF of wood pile, 6 girders, 12 back wall planks, as well as bolts, washers and shims	\$34,800.00						
PROPOSAL AMOUNT: <u>ONE HUNDRED NINETY FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$194,800.00)</u>							
PAYMENT TO BE MADE AS FOLLOWS: <u>Payment is due 30 days following billing</u>							
AUTHORIZED SIGNATURE: _____ 							
NOTE: THIS PROPOSAL IS GOOD FOR 30 DAYS							
ACCEPTANCE OF PROPOSAL: _____							
DATE OF ACCEPTANCE: _____							
PLEASE SIGN AND RETURN A COPY OF ACCEPTED PROPOSAL							



Theisen Construction Inc.

P.O. BOX 97 ■ NORFOLK, NE 68702-0097 ■ 402/379-4564 ■ FAX 402/371-3175

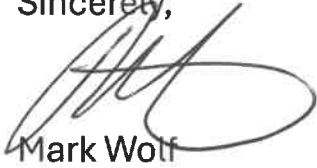
PROPOSAL SUBMITTED TO: Lower Platte South NRD	DATE: July 9, 2024
	JOB NAME: 298th West #1
ATTN: Eric Zach Will Inselman	JOB LOCATION: MoPac Trail
Mobilization: Move crane, semi, trailers, and equipment to both ends of the bridge.	\$17,500.00
Labor: Remove and replace 3 caps and 2 wood pile. Replace missing bolts and washers. Remove and reinstall X brace and sash on bents 4 & 5. Install steel sheet pile back walls on bents 1 & 7	\$60,000.00
Materials: 7 gauge sheet pile, H pile, tie rods, wood caps, shims, nuts washers, etc.	\$26,500.00
* NRD to provide backfill and trail material, close trail, remove trees, provide access for crane, and perform final grading on trail	
* All fence removal and installatin to be handled by landowner	
* All work is "in kind" with exception of sheet pile back walls	
PROPOSAL AMOUNT: ONE HUNDRED FOUR THOUSAND DOLLARS (\$104,000.00)	
PAYMENT TO BE MADE AS FOLLOWS: <u>Payment is due 30 days following billing</u>	
AUTHORIZED SIGNATURE:	
NOTE: THIS PROPOSAL IS GOOD FOR 30 DAYS	
ACCEPTANCE OF PROPOSAL:	_____
DATE OF ACCEPTANCE:	_____
PLEASE SIGN AND RETURN A COPY OF ACCEPTED PROPOSAL	

July 20, 2024

Dear Lower Platte South NRD,

I am requesting a license agreement for one crossing on the Oak Creek Trail in Saunders County. I own property adjacent to the trail and would like to be able to cross the trail in one location to access this property for agricultural purposes. The property resides in the SW ¼ of Section 18, T-13-N, R-5-E in Saunders County, Nebraska

Sincerely,

A handwritten signature in black ink, appearing to be 'Mark Wolf', written over a horizontal line.

Mark Wolf

Wolf Crossing

Legend
📌 Private Crossing



📌 Wolf Crossing

Google Earth

Image © 2024 Airbus



LICENSE FOR PRIVATE CROSSING

Agreement made this 22nd day of August 2024, 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 Mark Wolf, 21814 Daylily CIR, Elkhorn, NE 68022, Douglas County, herein referred to as the "Licensee."

WITNESSETH:

RECITALS

- A. The District owns the Oak Creek Trail from Valparaiso, Nebraska to Brainard, 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 at the existing location across the Trail in the SW ¼ of Section 18, T-13-N, R-5-E, in Saunders 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.

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, Mark Wolf

By: _____
Licensee, _____

July 20, 2024

Dear Lower Platte South NRD,

I am requesting a license agreement for one crossing on the Oak Creek Trail in Saunders County. I own property adjacent to the trail and would like to be able to cross the trail in one location to access this property for agricultural purposes. The property resides in the NW ¼ of Section 21, T-13-N, R-5-E in Saunders County, Nebraska


Sincerely,

A handwritten signature in cursive script that reads "Gary Masek". The signature is written in black ink and is positioned above the printed name.

Gary Masek

Masek Crossing


Legend

 Private Crossing

Google Earth

Image © 2024 Airbus

Document Page #16

 Masek Crossing

Bates Branch

1000 ft



LICENSE FOR PRIVATE CROSSING

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WITNESSETH:

RECITALS

- A. The District owns the Oak Creek Trail from Valparaiso, Nebraska to Brainard, 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 at the existing location across the Trail in the NW ¼ of Section 21, T-13-N, R-5E, in Saunders 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.

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, Gary Masek

By: _____
Licensee, _____

July 20, 2024

Dear Lower Platte South NRD,

We are requesting a license agreement for one crossing on the Oak Creek Trail in Saunders County. We own property adjacent to the trail and would like to be able to cross the trail in one location to access this property for agricultural purposes. The property resides in the SE ¼ of Section 18, T-13-N, R-5-E in Saunders County, Nebraska


Sincerely,


Todd and Gary Kudlacek

Handwritten signatures of Todd and Gary Kudlacek in blue ink. The signature for Todd Kudlacek is on top, and the signature for Gary Kudlacek is below it.

Kudlacek Crossing

Legend

 Private Crossing

 Kudlacek Crossing

31

31

Google Earth

Image © 2024 Airbus

Document Page #20

1000 ft



LICENSE FOR PRIVATE CROSSING

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WITNESSETH:

RECITALS

- A. The District owns the Oak Creek Trail from Valparaiso, Nebraska to Brainard, 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 at the existing location across the Trail in the SE ¼ of Section 18, T-13-N, R-5-E in Saunders 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.

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, Todd Kudlacek

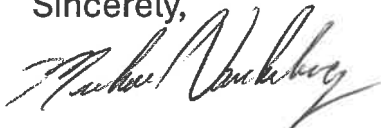
By: _____
Licensee, Gary Kudlacek

July 20, 2024

Dear Lower Platte South NRD,

I am requesting a license agreement for one crossing on the Oak Creek Trail in Butler County. I recently purchased property adjacent to the trail and would like to be able to cross the trail in one location to access these properties for agricultural purposes. The property resides in the NE ¼ of Section 32, T-14-N, R-4-E in Butler County, Nebraska

Sincerely,



A handwritten signature in black ink, appearing to read "Mike Vandenberg", written in a cursive style.


Mike Vandenberg

Vandenberg Crossing


Write a description for your map.

Legend

-  Oak Creek Trail Mile 2
-  Private Crossing

 Oak Creek Trail Mile 2

28 Rd

 Private Crossing

U Rd

Google Earth

1000 ft



LICENSE FOR PRIVATE CROSSING

Agreement made this 22nd day of August 2024, 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 Michael Vandenberg, 2041 27 RD, Brainard, NE 68626, Butler County, herein referred to as the "Licensee."

WITNESSETH:

RECITALS

- A. The District owns the Oak Creek Trail from Valparaiso, Nebraska to Brainard, 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 at the existing location across the Trail in the NE ¼ of Section 32, T-14-N, R-4-E in Butler 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.

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, Mike Vandenberg

By: _____
Licensee, _____

**AMENDMENT No. 3 TO
INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT and
NEBRASKA GAME AND PARKS COMMISSION
FOR THE
TRAIL OVER PLATTE RIVER BRIDGE**

This Amendment to the Interlocal Cooperation Act Agreement (hereinafter "**THIS AMENDMENT**") is made by and among the following:

Lower Platte South Natural Resources District (hereinafter "**LPS**");
Papio-Missouri River Natural Resources District (hereinafter "**PAPIO**"); and
Nebraska Game and Parks Commission (hereinafter "**NG&PC**");
hereinafter referred to collectively as "the **PARTIES**".

In **THIS AMENDMENT**, the bridge constructed across the Platte River to support and connect a recreational trail near South Bend, Nebraska, named the Lied Platte River Bridge, will be referred to as "the **BRIDGE**." The right-of-way connecting the Bridge to Nebraska Highways 31 and 66 where a recreational trail has been constructed will be referred to as "the **CONNECTING LINKS**."

WHEREAS, in a 1996 INTERLOCAL COOPERATION ACT AGREEMENT, entered into by and among the **PARTIES**, the **PARTIES** agreed to cooperate to acquire, rehabilitate, maintain, repair and operate the **BRIDGE** and the trail approaches connecting the **BRIDGE**. Specifically, the **PARTIES** outlined certain Operation and Maintenance roles and responsibilities in Exhibit "F" of the 1996 INTERLOCAL

COOPERATION ACT AGREEMENT;

WHEREAS, in March 2019, the Platte River and the surrounding area, including the BRIDGE and the CONNECTING LINKS, endured a historical flooding event which caused significant damage to the BRIDGE and one of the CONNECTING LINKS which connects the recreational trail to Hwy 31 as well as significant sand and debris deposits and erosion;

WHEREAS, the PARTIES entered into that certain EXHIBIT “G” to clarify their individual responsibilities to each other for the damages caused and remedial measures required as a result of the March 2019 Flooding;

WHEREAS, the parties desire to enter into EXHIBIT “H” to provide for an update to the PARTIES responsibilities under the 1996 INTERLOCAL COOPERATION ACT AGREEMENT; and

WHEREAS, THIS AMENDMENT is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801, et seq.), without a separate entity being created, and whenever possible, THIS AMENDMENT shall be construed in conformity therewith.

NOW THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the PARTIES agree as follows:

1) Exhibit “H” 2024 Project Responsibilities, as set forth below, shall be added to the 1996 INTERLOCAL COOPERATION ACT AGREEMENT immediately following Exhibit “G.”

EXHIBIT “H”

2024 Project Responsibilities

The PARTIES hereby agree that the following actions shall be taken by the respective parties:

- 1) **DEBRIS REMOVAL.** The PAPIO will contract for the removal of debris from the BRIDGE that accumulated as a result of the 2024 Flooding of the Platte River (the “**DEBRIS REMOVAL PROJECT**”). The total cost of the DEBRIS REMOVAL PROJECT shall not exceed six hundred thousand dollars (\$600,000). The PAPIO shall apply for and seek available federal funds for the reimbursement of costs associated with the DEBRIS REMOVAL PROJECT, when feasible (“**FEDERAL FUNDS**”).
- 2) **DEBRIS REMOVAL REIMBURSEMENT.** The NG&PC and LPS will each reimburse the PAPIO for a third of the total cost for all work related to the Debris Removal (the “**DEBRIS REMOVAL COST SHARE**”). PAPIO shall provide final expense information to NG&PC and LPS before finalizing any contracted work for the DEBRIS REMOVAL PROJECT. In the event that the PAPIO does not receive FEDERAL FUNDS, NG&PC and LPS shall reimburse the PAPIO for all non-federally reimbursed costs for the DEBRIS REMOVAL PROJECT in the amounts equaling their DEBRIS REMOVAL COST SHARE obligations within forty-five (45) days of receiving a written request from the PAPIO. The NG&PC and LPS’s total reimbursement to the PAPIO for the DEBRIS REMOVAL PROJECT shall not exceed two hundred

thousand dollars (\$200,000) per party.

- 3) **RATIFICATION.** Except as it is expressly amended by THIS AMENDMENT, the 1996 INTERLOCAL COOPERATION ACT AGREEMENT shall remain in effect and binding upon the PARTIES.
- 4) **EFFECTIVE DATE.** THIS AMENDMENT shall be deemed to have permanent duration, and shall become effective upon complete execution of counterparts of THIS AMENDMENT by the PARTIES.

IN WITNESS WHEREOF,

THIS AMENDMENT is executed by the Lower Platte South Natural Resources District on this _____ day of _____, 20 ____.

Lower Platte South Natural Resources District

By: _____
Title: General Manager

THIS AMENDMENT is executed by the Papio-Missouri River Natural Resources District on this _____ day of _____, 20 ____.

Papio-Missouri River Natural Resources District

By: _____
Title: General Manager

THIS AMENDMENT is executed by the Nebraska Games & Parks Commission on this _____ day of _____, 20 ____.

**Nebraska Game & Parks Commission, State of
Nebraska**

By: _____
Title: _____

Summary report:	
Litera Compare for Word 11.6.0.100 Document comparison done on 8/13/2024 10:58:34 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4854-9623-3683/1/Third Amendment to the Trail Over Platte River Bridge Interlocal.docx	
Modified DMS: nd://4854-9623-3683/2/Third Amendment to the Trail Over Platte River Bridge Interlocal.docx	
Changes:	
Add	5
Delete	3
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	8

**AMENDMENT No. 3 TO
INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT and
NEBRASKA GAME AND PARKS COMMISSION
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TRAIL OVER PLATTE RIVER BRIDGE**

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Lower Platte South Natural Resources District (hereinafter "**LPS**");
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Nebraska Game and Parks Commission (hereinafter "**NG&PC**");
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WHEREAS, the PARTIES entered into that certain EXHIBIT “G” to clarify their individual responsibilities to each other for the damages caused and remedial measures required as a result of the March 2019 Flooding;

WHEREAS, the parties desire to enter into EXHIBIT “H” to provide for an update to the PARTIES responsibilities under the 1996 INTERLOCAL COOPERATION ACT AGREEMENT; and

WHEREAS, THIS AMENDMENT is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801, et seq.), without a separate entity being created, and whenever possible, THIS AMENDMENT shall be construed in conformity therewith.

NOW THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the PARTIES agree as follows:

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EXHIBIT “H”

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- 3) **RATIFICATION.** Except as it is expressly amended by THIS AMENDMENT,

the 1996 INTERLOCAL COOPERATION ACT AGREEMENT shall remain in effect and binding upon the PARTIES.

- 4) **EFFECTIVE DATE.** THIS AMENDMENT shall be deemed to have permanent duration, and shall become effective upon complete execution of counterparts of THIS AMENDMENT by the PARTIES.

IN WITNESS WHEREOF,

THIS AMENDMENT is executed by the Lower Platte South Natural Resources District on this _____ day of _____, 20 ____.

Lower Platte South Natural Resources District

By: _____

Title: General Manager

THIS AMENDMENT is executed by the Papio-Missouri River Natural Resources District on this _____ day of _____, 20 ____.

Papio-Missouri River Natural Resources District

By: _____

Title: General Manager

THIS AMENDMENT is executed by the Nebraska Games & Parks Commission on this _____ day of _____, 20 ____.

**Nebraska Game & Parks Commission, State of
Nebraska**

By: _____

Title: _____

