



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: December 6, 2022
To: Each Director
From: Paul Zillig 
Subject: Urban Subcommittee Meeting Minutes – December 2022

The Urban Subcommittee met on Tuesday, December 6, 2022, at the NRD Office, at 5:30 pm. Subcommittee members participating included Tom Green- subcommittee chair, Gary Aldridge, Dave Landis, Lisa Lewis, Larry Ruth, and John Yoakum. Others participating included Board Chair Deb Eagan, NRD staff David Potter, Al Langdale, Mike Murren, and myself. Ross Lawrence with JEO Consulting Group, Inc., Tom Kubert of Kubert Appraisal, and Travis Figard with E&A Consulting Group, Inc. were also in attendance. Director Green called the meeting to order at 5:30pm. There were four (4) action items. Background information is attached along with Lindemann's December 2nd memo summarizing the main points of each item.

Consideration of Bids for the Salt Creek Levee Trail Resurfacing Project- Calvert St to "A" Street (STA 31+50 - 126+50 R) [ACTION] – Langdale described the Salt Creek Levee Trail Resurfacing Project that begins at Calvert Street and was designed in-house by the NRD. The NRD is responsible for the levee access road and the City is responsible for the trail surface on top of the levee access road. The project includes the placing of a "road rock" base and "limestone fines" for the trail surface on top. The NRD and City have funds of \$150,000 for Fiscal Year 2023 (City 1/3 or \$50,000 and NRD 2/3 NRD \$100,000), with plans to budget additional funds to complete all of the resurfacing in Fiscal Year 2024.

Langdale reported the NRD advertised the project and bid opening in the Lincoln Journal Star once per week for 3 weeks. The bid opening was on December 5, 2022. One bid was received from Gana Trucking and Excavating, the bid was \$25.84/linear foot plus a \$5,202 mobilization fee. Langdale reported that Gana Trucking and Excavating has performed similar work for the NRD and meets the qualifications for the project. NRD staff has recommended the acceptance of the bid of \$25.84/ lineal foot and \$5,202 for mobilization by Gana Excavating and Trucking, not to exceed \$150,000. Staff anticipates that the resurfacing will only extend from Calvert Street to approximately Van Dorn before all available funds are used.

It was moved by Landis, seconded by Yoakum, and unanimously approved by the Subcommittee to **recommend that the Board of Directors approve the low bid of \$25.84/foot and \$5,202 for mobilization by Gana Trucking and Excavating, not to exceed \$150,000, for the Salt Creek Levee Trail Resurfacing Project from Calvert to "A" Street (STA 31+50-126+50R).**

12b. Consideration of a Professional Services Agreement with JEO Consulting Group for the Salt Creek Levee Drainage Ditch Repair Project – “J” to “N” Street (STA 166+30 R -173+00 R). [ACTION] –Langdale and Lawrence described and answered questions concerning the proposed project for the drainage ditch on the right bank toe from J to N Streets. Findings from analysis performed during the System Wide Improvement Plan report indicated there may be an underseepage concern during a high water event. Historical photos show the right bank levee in this area is over a former channel meander which may have been filled with dispersive or lower quality soils. The proposal from JEO, with a cost not to exceed \$72,735, will perform geophysical field work to develop a continuous profile of the geology, perform underseepage analysis using the new geologic profile and existing laboratory data, preliminary design of underseepage mitigation, and cost estimates of engineering and construction costs, if necessary. It was noted that if the findings of this work concludes there is an underseepage concern, additional field work, analysis and design will be required to finalize a repair to mitigate the underseepage.

It was moved by Yoakum, seconded by Landis, and approved by the Subcommittee (5 “yes” and Aldridge “no”) to recommend that the Board of Directors approve the Professional Services Agreement with JEO Consulting Group, in an amount not to exceed \$72,735 for engineering services on the Salt Creek Levee Drainage Ditch Repair Project from “J” to “N” Streets (STA 166+30R – 173+00R).

The Subcommittee then discussed the need to go into closed session for the next two agenda items to discuss the landrights acquisition for two NRD projects. It was moved by Youkum, seconded by Lewis, and approved at 5:52 pm (5 “yes” and Aldridge voting “no”) for the Subcommittee go into closed session to protect the public interest and develop strategy with respect to negotiations for the South Salt Creek Master Plan Project #6 and the 52nd and Beal Slough Streambank Stabilization Project.

At 6:30 pm it was moved by Landis, seconded by Youkum, and approved (5 “yes” and Aldridge voting “no”) by the Subcommittee to return to Open Session.

12c. Consideration of Ronald and Judeen Oelling property appraisal for the South Salt Creek #6 Master Plan Project [ACTION] – Murren discussed that this is for approval to move forward with the landrights damages negotiations for the Oelling property for a permanent easement for the South Salt Creek Master Plan Project #6.

It was moved by Yoakum, seconded by Landis, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the appraisal for the Ronald and Judeen Oelling properties, and authorize staff to negotiate and acquire the necessary easement.

12d. Consideration of landrights acquisition processes and appraisals for the 52nd and Beal Slough Project [ACTION]– Langdale described that stream stability project for Beal Slough near 52nd and Highway 2 (west of the Alamo Shopping Center). Final design plans are near completion and Travis Figard at E&A Counting Group has prepared a landrights exhibit for construction access.

It was moved by Lewis, seconded by Landis, and approved by the Subcommittee (5 “yes” and Aldridge “no”) to recommend that the Board of Directors authorize staff to begin the process for acquisition of landrights in accordance with Director Lewis’s guidance, for the 52nd and Beal Slough Streambank Stabilization Project, pending Legal Counsel review.

After no other questions, Zillig reported that the Lincoln City Council will be taking testimony on the proposed changes to the Flood and Water Quality Protection Manual on Monday, December 12th, at 3

pm. City Council final action is planned for December 19th. NRD staff will attend and provide testimony in support.

Meeting adjourned at 6:42 pm.

cc: Steve Seglin
Corey Wasserburger



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Memorandum

Date: December 2, 2022
To: Urban Subcommittee
From: Mark Lindemann, District Engineer
Subject: Urban Subcommittee Background Information – December 2022

12a. Consideration of Bids for the Salt Creek Levee Trail Resurfacing – Calvert to “A” St. (STA. 31+50 – 126+50R)

- Work Type: Construction Only
- Budgeted for FY 23
- Funding- NRD \$100k, Parks & Rec \$50k
- Start- January 2023
- Completed by April 1, 2023
- Bid using Unit Prices \$/ft
- Engineer’s Estimate- \$135,000 (to “A” Street)
- No access or easements required
- No material or delivery delay concerns- Potential for weather delays
- Permits: No
- Deliverables- Newly surfaced trail

12b. Consideration of a Professional Services Agreement with JEO Consulting Group for the Salt Creek Levee Drainage Ditch Repair Project – “J” to “N” Streets (STA 166+30 R -173+00 R).

- Work Type: Engineering Only
- Budgeted for FY 23
- No other funding sources
- Start- December 2022 or January 2023
- Estimated Completion- April 2023 (4 months)
- Access Requirements- Construction Access Easements TBD in future phases (if required).
- Permits: NA- 404 & 408, Floodplain during final design phase
- Delays- Potential weather delays for field work
- Key Deliverables- Geophysics Report, Preliminary Design, Cost estimate of additional engineering and construction (if required)

12c. Consideration of Ronald and Judeen Oelling property appraisals for the South Salt Creek #6 Watershed Master Plan Project

- Work Type: Landrights
- Budgeted for FY 23
- No other funding sources
- Start upon approval.
- Estimated Completion- 30 days
- Access- Permanent easement for construction access and future operation & maintenance.
- Permits: NA
- Delays- Potential delays with landowner negotiations
- Key Deliverables- Signed Easement Documents

12d. Consideration of landrights acquisition processes and appraisals for the 52nd and Beal Slough Project

- Work Type: Landrights
- Budgeted for FY23
- Start- Upon Board Approval
- Estimated Completion- 90 days
- Temporary (construction) and permanent (maintenance) easements
- Permits: NA
- Delays- Potential delays with landowner negotiations
- Key Deliverables- Final Easement Exhibits, Appraisals



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Memorandum

Date: December 2, 2022
To: Urban Subcommittee
From: Mark Lindemann, District Engineer
Subject: Urban Subcommittee Background Information – December 2022

The Urban Subcommittee will be meeting on Tuesday, December 6, 2022, at the NRD Office, at 5:30 pm to review, discuss and take action on several items. The following summarizes the items to take action on at the meeting. Please find the attached background information on these items; the red letters shown on the upper right of the attachments help denote which item below they relate to.

12a. Consideration of Bids for the Salt Creek Levee Trail Resurfacing Project- Calvert St to “A” Street (STA 31+50 - 126+50 R) [ACTION] – The Salt Creek Levee Trail Resurfacing Project consists of placing and compacting base rock and limestone screenings to improve the condition of the trail that is used for NRD staff for operation and maintenance and for public recreational use.

The project was developed in-house and advertised for construction bids on November 18th, 25th, and December 2nd of 2022. The bid opening will be Monday, December 5, 2022, at 1 pm. The plans and specifications are available on the NRD’s RFP webpage and hard copies are also available upon request. NRD staff will review the bids and provide a letter with a recommendation to award the project to a qualified low bidder. See the attached site map and plan sheets for more information. A summary of bids will be emailed to the Subcommittee after the 1 pm bid opening on Monday December 5th.

The Subcommittee will consider a motion to recommend that the Board of Directors approve a qualified low bidder for the Salt Creek Levee Trail Resurfacing Project from Calvert St. to “A” Street (STA 31+50 – 126+50 R). *This motion will be modified after bid opening to reflect the selected low bidder.

12b. Consideration of a Professional Services Agreement with JEO Consulting Group for the Salt Creek Levee Drainage Ditch Repair Project – “J” to “N” Streets (STA 166+30R -173+00R). [ACTION] – During the development of the System Wide Improvement Framework (SWIF), the drainage ditch at the toe of the right bank from approximately “J” to “N” Streets was identified as an area with potential underseepage conditions and identified as an Unacceptable-rated encroachment by the U.S. Army Corps of Engineers (USACE). The Salt Creek Levee Ditch Repair Project will perform geophysical testing to better define the geology of the area and use existing lab data to analyze underseepage conditions. Depending on the findings of the investigation, additional phases may be required to perform in-ground sampling and testing to develop a final design to mitigate underseepage. NRD staff has worked with JEO to develop a scope and negotiate a contract for professional services to perform field work, geotechnical analysis, preliminary

seepage mitigation designs, and engineering and construction cost estimates for final design and construction, at a cost not to exceed \$55,945. Attached is the Professional Services Agreement for JEO to perform this work.

The Subcommittee will consider a recommendation that the Board of Directors approve the Professional Services Agreement with JEO Consulting Group, Inc., in an amount not to exceed \$55,945 for Phase 1 of the Salt Creek Levee Drainage Ditch Repair Project from “J” to “N” Streets (STA 166+30R – 173+00R)

12c. Consideration of Ronald and Judeen Oelling property appraisal for the South Salt Creek #6 Watershed Master Plan Project [ACTION] – Appraisals have been completed for landrights identified for the South Salt Creek Stream Stabilization Project (SSC #6). A permanent easement for construction access and for future maintenance and operation of the project has been identified. The NRD is now prepared to negotiate with the landowner to acquire the easement. Kubert Appraisal will be present at the meeting to discuss the appraisal findings. The landrights map and exhibits are attached.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the appraisal for the Ronald and Judeen Oelling properties, and authorize staff to negotiate and acquire the necessary easement for the South Salt Creek #6 Watershed Master Plan Project.

12d. Consideration of landrights acquisition processes and appraisals for the 52nd and Beal Slough Project [ACTION] – Preliminary plans have been prepared for the stream stabilization project near 52nd and Highway 2. Temporary easements for construction access will be required for the project. After contacting neighboring landowners, E&A Consulting has determined the most appropriate landrights needed and have prepared a draft exhibit map that is attached. The properties of A.M. Davis Mercantile Company (shaded in pink) and Mark A. Bousek (shaded in green) have been identified as the owners. Future access for operation and maintenance will be provided by City owned property from Highway 2 and Larsen Park.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the authorization of staff to begin the process for acquisition of landrights for the 52nd and Beal Slough Stream Stability project, pending legal counsel review.

Enclosures;

cc: Steve Seglin
Corey Wasserburger
Deb Eagan



Salt Creek Levee Trail Resurfacing Projects FY23 + FY24



TrailProjects

- Priority 1 - Salt Cr Levee Trail, Calvert St to A St
- Priority 2 - Salt Cr Levee Trail, A St to Haymarket Park at RR tracks

2022 SALT CREEK LEVEE TRAIL RESURFACING LOWER PLATTE SOUTH NRD LINCOLN, NEBRASKA

PROJECT OFFICIALS:
MARK LIDEMANN
AL LANGDALE
ARIANA KENNEDY
ROBERT BARTJA



INDEX OF SHEETS
SHEET 1: COVER
SHEET 2: LOCATION
MAP, CONSTRUCTION
NOTES,
QUANTITIES
SHEET 3: TYPICAL
DETAIL

LOWER PLATTE SOUTH
NRD
SOUTH NEBRASKA

Lincoln Parks
& Recreation

2022
SALT CREEK LEVEE TRAIL RESURFACING
LOWER PLATTE SOUTH NRD
LINCOLN, NEBRASKA

COVER SHEET

SHEET 1



CONSTRUCTION NOTES:

1. THE ITEMS IDENTIFIED IN THE SCHEDULE OF APPROXIMATE QUANTITIES ARE INTENDED TO IDENTIFY THE MAJOR WORK ITEMS. ALL ITEMS NOT SPECIFICALLY MENTIONED SHALL BE CONSIDERED SUBSIDIARY TO BID ITEMS TO WHICH THEY ARE RELATED AND WILL NOT BE CONSIDERED PAY ITEMS.
2. CONTRACTOR SHALL PROVIDE BARRICADES WITH 'SIDEWALK CLOSED' SIGNS AT EACH TRAIL ENTRANCE. THESE SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
3. AGGREGATES USED SHALL MEET REQUIREMENTS AS STATED IN THE PLANS.
4. UPON COMPLETION OF SPREADING OPERATIONS, THE AGGREGATES SHALL BE THOROUGHLY COMPACTED. THE COMPACTION MAY BE TESTED IN ACCORDANCE WITH ASTM D 1556 OR ASTM D 2167 BY OWNER. COMPACTION SHALL BE DONE IN LIFTS NO THICKER THAN 5".
5. NO CRUSHED CONCRETE ALLOWED FOR SURFACING.

FOR INFORMATION ONLY

SCHEDULE OF APPROXIMATE QUANTITIES

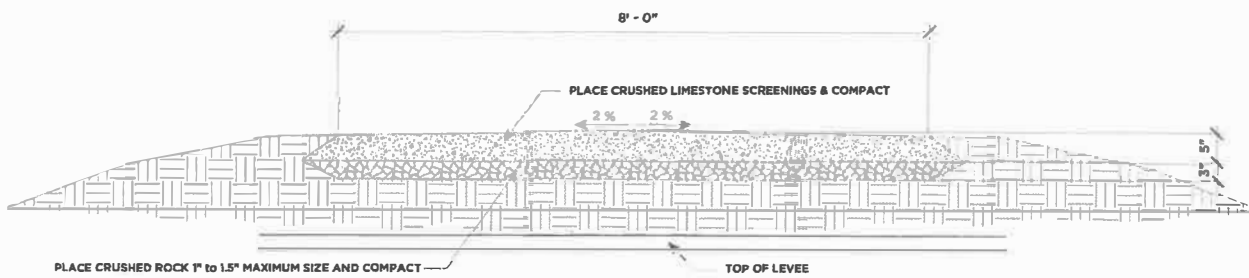
LOCATION	LENGTH (FT)	CRUSHED ROCK (CY)	LIMESTONE SCREENINGS (CY)
Calvert to Van Dom	5445	404	673
Van Dom to South Street	1425	105	176
South Street to A Street	2895	192	320
A Street to Rosa Parks	2105	156	260
Rosa Parks to O Street	1465	109	181
O Street to Haymarket Park	2085	155	258

LOWER PLATTE SOUTH
 MUNICIPAL IMPROVEMENT DISTRICT

2022
 SALT CREEK LEVEE TRAIL IMPROVEMENTS
 LOWER PLATTE SOUTH AND
 LINCOLN, NEBRASKA

LOCATION MAP,
 CONSTRUCTION NOTES,
 QUANTITIES

SHEET 2



TYPICAL RESURFACING SECTION
 NOTE: EXISTING TRAIL VERTICAL ALIGNMENT SHALL REMAIN THE SAME

LOWE PLATTE COUNTY
 WILSON RECREATION DISTRICT

Lincoln Parks
 & Recreation

STATE OF NEBRASKA
 BARRY GAMBILL, GOVERNOR
 LINDSEY M. BROWN, COMMISSIONER
 LINCOLN, NEBRASKA

TYPICAL SECTION



SHEET 8

Salt Creek Levee Drainage Ditch Repair from Station 166+30R to 173+00R (Southwest of 1st + O Streets, Lincoln, NE)



Document: Q:\ArcGIS_projects\LeveeMngmtSys\SaltCrLevee\MXD\ProjectMaps\SaltCr_Repair_Sta166+30R_toSta173+00R.mxd - Map By: LPSNRD, sdr - November 2022



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of December 14, 2022 ("Effective Date") between Lower Platte South Natural Resources District ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Drainage Ditch Repair Sta. 166+30R to 173+00R (J to N Streets) ("Project").

JEO Project Number: 221637.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The hourly not-to-exceed fee for the Project is: \$55,945
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: Lower Platte South NRD

Engineer: JEO Consulting Group, Inc.

By: _____

By: Ross Lawrence

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

1937 N Chestnut Street

Wahoo, NE 68066

Scope of Services

Lower Platte South NRD – Drainage Ditch Repair Sta. 166+30R to 173+00R (J to N Streets)

JEO Project No. 221637.00

Project Purpose:

JEO proposes to provide engineering services to assist the Lower Platte South NRD (Owner) with geophysical testing, seepage analyses, and conceptual design of drainage ditch improvements along Salt Creek in Lincoln, NE. The project limits include the right (east) bank from approximate station 166+30 to 173+00. See attached project area map.

The stormwater drainage ditch along the Salt Creek Levee landside (east) toe of slope has been identified by the U.S. Army Corps of Engineers (USACE) as an Unacceptable-rated encroachment. Functional stormwater drainage in this area needs to continue for the private properties in the area, currently provided by the ditch. JEO will investigate and analyze the existing ditch for concurrence with USACE levee design criteria and, if deficiencies are found, will develop conceptual improvements to satisfy USACE levee design standards.

This project will be completed in multiple phases as outlined below:

- Phase 1: Geophysical testing, preliminary analyses, and concept level design
- Future Phases: The completion of Phase 1 will inform the specific needs of future phase(s), which may include physical soil sampling (borings), design, geotechnical analyses, permitting, and construction.

Phase 1 Scope of Services:

JEO proposes to provide the following Scope of Services

1 – Project Management

- Perform routine project management tasks
- Prepare and update a project schedule
- Prepare progress reports
- Communicate with Owner’s representative to collaborate and collect data and key input, outside of formal meetings

Meetings:

- None

Task Deliverables:

- Project schedule
- Project invoices and progress reports

Exhibit A

Key Understandings/Assumptions:

- The Owner will provide a dedicated project lead point of contact for project communication
- Project invoices will be provided monthly

2 – Geophysical Testing and Preliminary Analyses

- Perform geophysical soil exploration including three electrical resistivity test lines with 10-foot probe spacing, to investigate the subsurface conditions in the project area
- Compare the geophysical data with previous soil boring data available in the area
- Develop critical sections based on collected geophysical data and perform preliminary seepage analyses for existing conditions
- Summarize findings and recommendations in a report

Meetings:

- None

Task Deliverables:

- Geophysical Data Report

Key Understandings/Assumptions:

- Site is accessible and right of entry is provided by the Owner
- Frost penetration is less than 2 inches, weather conditions are suitable to install probes for geophysical investigation

3 – Concept Design and Preliminary Analyses

- Utilize geophysical testing and preliminary existing conditions analyses results to prepare a concept level design alternative. Drawings are anticipated to include:
 - o Basic plan view layout of proposed features. Grading plan is not included.
 - o Typical sections of proposed features
- Develop conceptual quantities and opinion of cost
- Perform preliminary seepage analyses for the concept design (proposed conditions)
- Summarize findings and recommendations in a report; including identification of alternatives that were considered, but not carried forward

Meetings:

- One (1) project site visit to review site conditions and nearby physical features

Task Deliverables:

- Geotechnical Engineering Report
- Concept design plan and typical sections
- Concept cost opinion

Key Understandings/Assumptions:

- Concept design will be developed using available LiDAR topography data. Topographic and/or boundary survey is not included.
- Hydrology and hydraulics for interior drainage flow calculations, capacity analysis, and ponding area delineation is not included
- Adjacent property owner coordination, if needed, will be the responsibility of the NRD
- USACE coordination is not anticipated/included in this phase

Project Fee

JEO proposes to perform the described services at an hourly not-to-exceed fee as included in the following schedule:

Task 1 – Project Management.....	\$3,750
Task 2 – Geophysical Testing and Preliminary Analyses.....	\$44,045
Task 3 – Concept Design and Preliminary Analyses.....	\$8,150

Phase 1 Project Total \$55,945

*The Project Fee schedule is an estimate of the fee distribution between tasks. JEO reserves the right to adjust and invoice in excess of an individual task amount, if needed, provided the total fee does not exceed the project total without Owner authorization.

Project Schedule

Phase 1 of the proposed project is expected to take approximately four (4) months upon receipt of Notice to Proceed. Project duration in excess of 4 months (beyond control of JEO) may require an amendment to the Scope of Services.



JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain insurance coverage for Project No. 221637.00 as described in the "CERTIFICATE OF LIABILITY INSURANCE" for JEO Consulting Group, Inc. as INSURED, INSPRO Insurance as PRODUCER, and Lower Platte South Natural Resources District as CERTIFICATE HOLDER (the "Certificate"). The Certificate is attached hereto and incorporated herein by this reference. The required Insurance will be endorsed to contain a waiver of subrogation in favor of Lower Platte South Natural Resources District.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any

written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other Individual or entity, or to any surety for or employee of any of them.

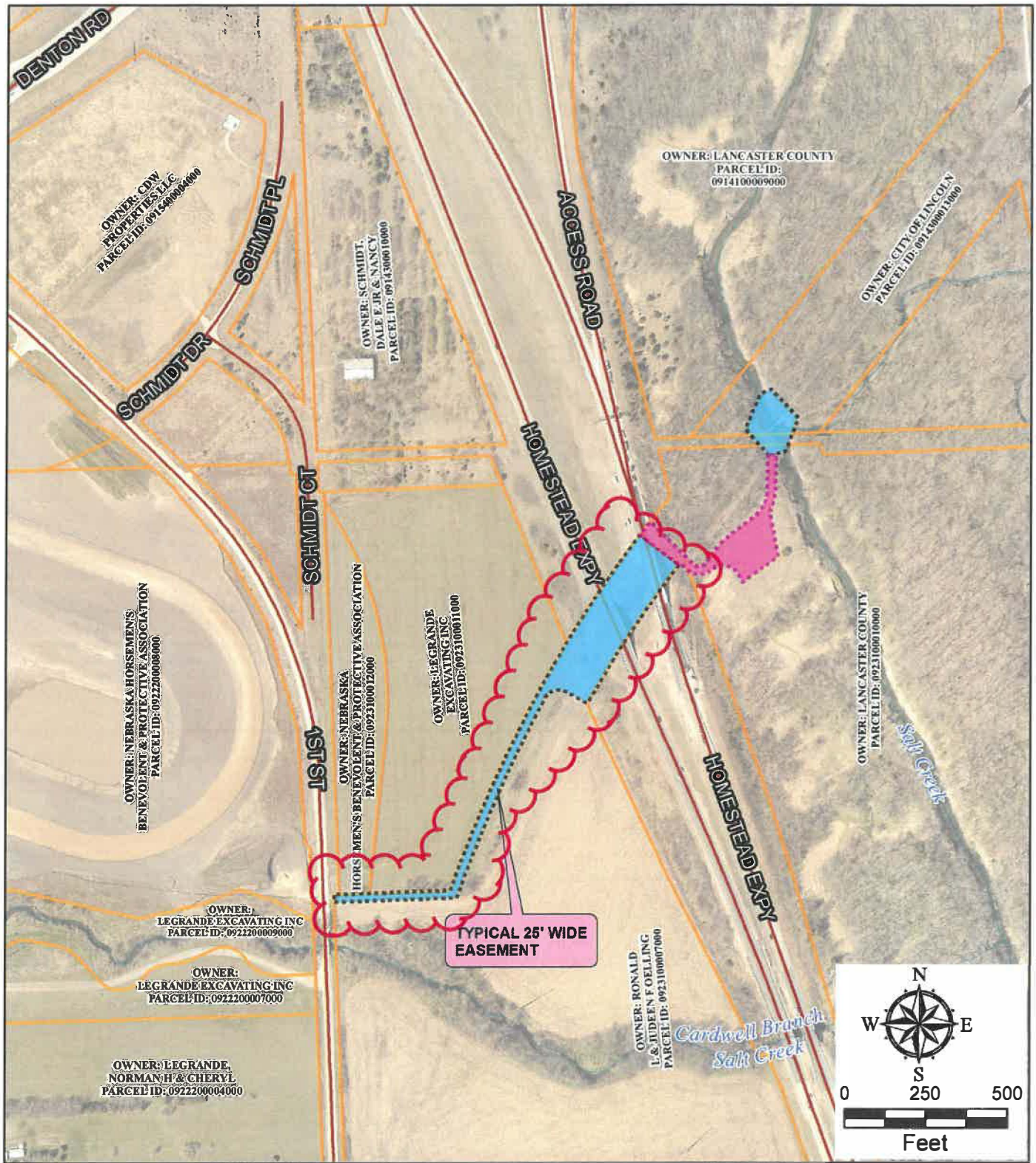
c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



MAIN STEM PROPOSED EASEMENTS

Legend

- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- PARCEL LINE

Parcel Information	Property Area (ac)	Permanent Easement (ac)	Temporary Easement (ac)
Parcel ID # 09-14-300-013-000 Owner: CITY OF LINCOLN	20.70	0.34	---
Parcel ID # 09-23-100-010-000 Owner: LANCASTER COUNTY	87.43	0.04	0.88
Parcel ID # 09-23-100-007-000 Owner: RONALD L & JUDEEN F OELLING	47.40	2.39	---
Parcel ID # 00-00-000-000-000 Owner: UNKNOWN (POSSIBLE NDOT R/W)	---	---	0.01
Parcel ID # 00-00-000-000-000 Owner: UNKNOWN (POSSIBLE RR R/W)	---	0.08	---

INTUITION & LOGIC

Exhibit 1 of 1

EXHIBIT "A"

LEGAL DESCRIPTION

A PERMANENT EASEMENT LOCATED IN PART OF LOTS 34 AND 48, I.T., IRREGULAR TRACTS LOCATED IN PART OF THE NW1/4 OF SECTION 23, TOWNSHIP 09 NORTH, RANGE 06 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

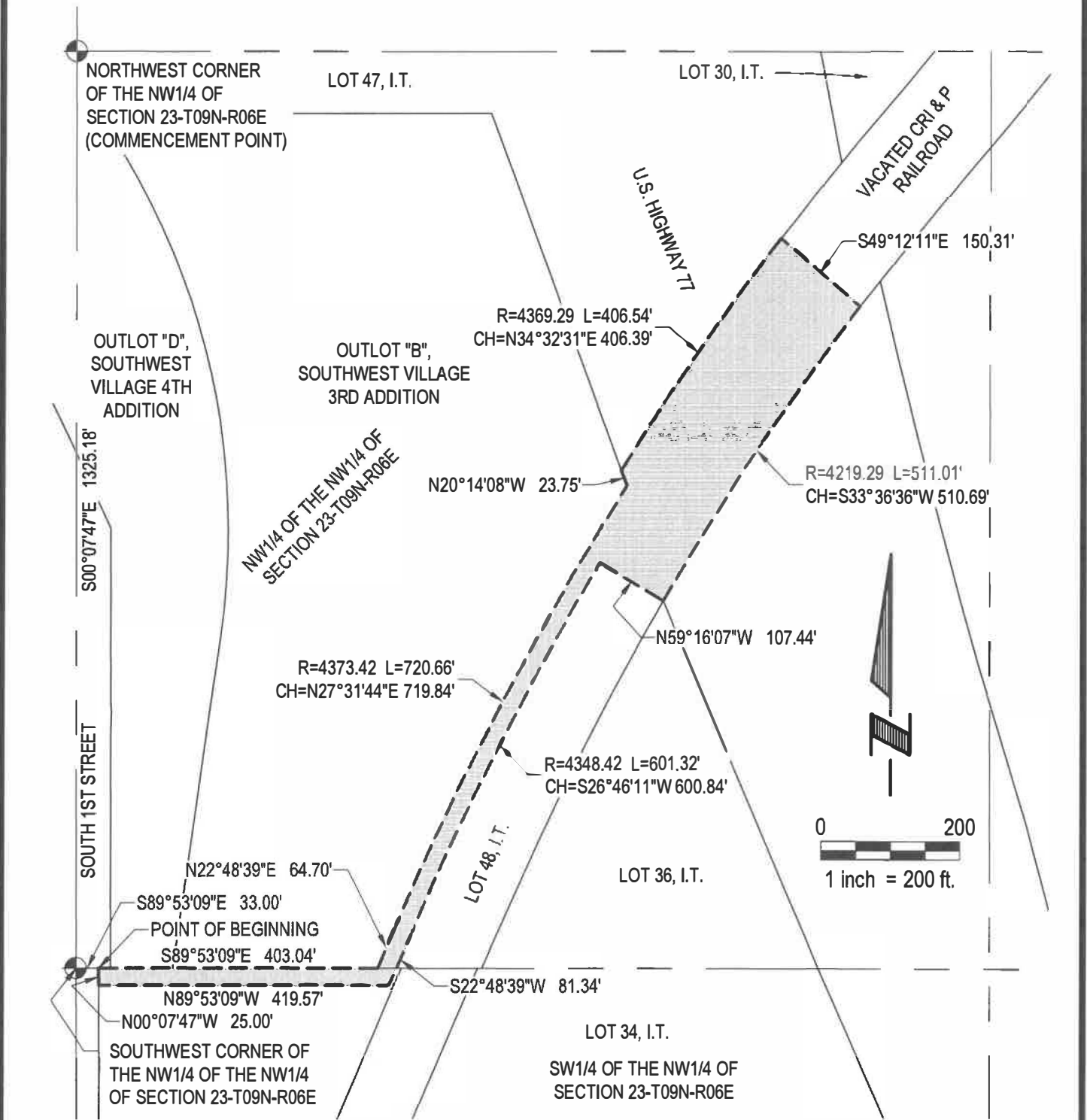
COMMENCING AT THE NORTHWEST CORNER OF SAID NW1/4 OF SECTION 23; THENCE S00°07'47"E (ASSUMED BEARING) ALONG THE WEST LINE OF SAID NW1/4 OF SECTION 23, A DISTANCE OF 1,325.18 FEET TO THE SOUTHWEST CORNER OF THE NW1/4 OF SAID NW1/4 OF SECTION 23, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SW1/4 OF SAID NW1/4 OF SECTION 23; THENCE S89°53'09"E ALONG THE SOUTH LINE OF SAID NW1/4 OF THE NW1/4 OF SECTION 23, SAID LINE ALSO BEING THE NORTH LINE OF SAID SW1/4 OF THE NW1/4 OF SECTION 23, A DISTANCE OF 33.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 34, I.T., SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 1ST STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S89°53'09"E ALONG SAID SOUTH LINE OF THE NW1/4 OF THE NW1/4 OF SECTION 23, SAID LINE ALSO BEING SAID NORTH LINE OF THE SW1/4 OF THE NW1/4 OF SECTION 23, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID LOT 34, I.T., SAID LINE ALSO BEING THE SOUTHERLY LINE OF OUTLOT "D", SOUTHWEST VILLAGE 4TH ADDITION, A SUBDIVISION LOCATED IN PART OF SAID NW1/4 OF SECTION 23, SAID LINE ALSO BEING THE SOUTHERLY LINE OF OUTLOT "B", SOUTHWEST VILLAGE 3RD ADDITION, A SUBDIVISION LOCATED IN PART OF SAID NW1/4 OF SECTION 23, A DISTANCE OF 403.04 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT "B", SOUTHWEST VILLAGE 3RD ADDITION; THENCE ALONG THE EASTERLY LINE OF SAID OUTLOT "B", SOUTHWEST VILLAGE 3RD ADDITION ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) THENCE N22°48'39"E, A DISTANCE OF 64.70 FEET; (2) THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 4,373.42 FEET, A DISTANCE OF 720.66 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N27°31'44"E, A DISTANCE OF 719.84 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 77; THENCE N20°14'08"W ALONG SAID EASTERLY LINE OF OUTLOT "B", SOUTHWEST VILLAGE 3RD ADDITION, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 77, A DISTANCE OF 23.75 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 48, I.T.; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF LOT 48, I.T. ON A CURVE TO THE RIGHT WITH A RADIUS OF 4,369.29 FEET, A DISTANCE OF 406.54 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N34°32'31"E, A DISTANCE OF 406.39 FEET; THENCE S49°12'11"E, A DISTANCE OF 150.31 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 48, I.T.; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE OF LOT 48, I.T. ON A CURVE TO THE LEFT WITH A RADIUS OF 4,219.29 FEET, A DISTANCE OF 511.01 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S33°36'36"W, A DISTANCE OF 510.69 FEET TO THE NORTHEAST CORNER OF LOT 36, I.T., SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 77; THENCE N59°16'07"W, A DISTANCE OF 107.44 FEET; THENCE ALONG A LINE 25.00 FEET EAST OF AND PARALLEL WITH SAID EASTERLY LINE OF OUTLOT "B", SOUTHWEST VILLAGE 3RD ADDITION ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 4,348.42 FEET, A DISTANCE OF 601.32 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S26°46'11"W, A DISTANCE OF 600.84 FEET; (2) THENCE S22°48'39"W, A DISTANCE OF 81.34 FEET; THENCE N89°53'09"W ALONG A LINE 25.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SW1/4 OF THE NW1/4 OF SECTION 23, A DISTANCE OF 419.57 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF 1ST STREET; THENCE N00°07'47"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 1ST STREET, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT EASEMENT CONTAINS 103,570 SQUARE FEET OR 2.378 ACRES, MORE OR LESS.

SEE SHEET 1 OF 2 FOR DRAWING

 E & A CONSULTING GROUP, INC. Engineering Answers	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599		PERMANENT EASEMENT LOTS 34 AND 48, I.T. (OELLING RONALD AND JUDEEN) LANCASTER COUNTY, NEBRASKA
	Job No.: 2022.069.001	Date: 11/10/2022	
Drawn by: RLS	Scale: 1"=200'	Sheet: 2 of 2	

EXHIBIT "B"



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

 E & A CONSULTING GROUP, INC. <i>Engineering Answers</i>	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599		PERMANENT EASEMENT LOTS 34 AND 48, I.T. (OELLING RONALD AND JUDEEN) LANCASTER COUNTY, NEBRASKA
	Job No.: 2022.069.001	Date: 11/10/2022	
Drawn by: RLS	Scale: 1"=200'	Sheet: 1 of 2	

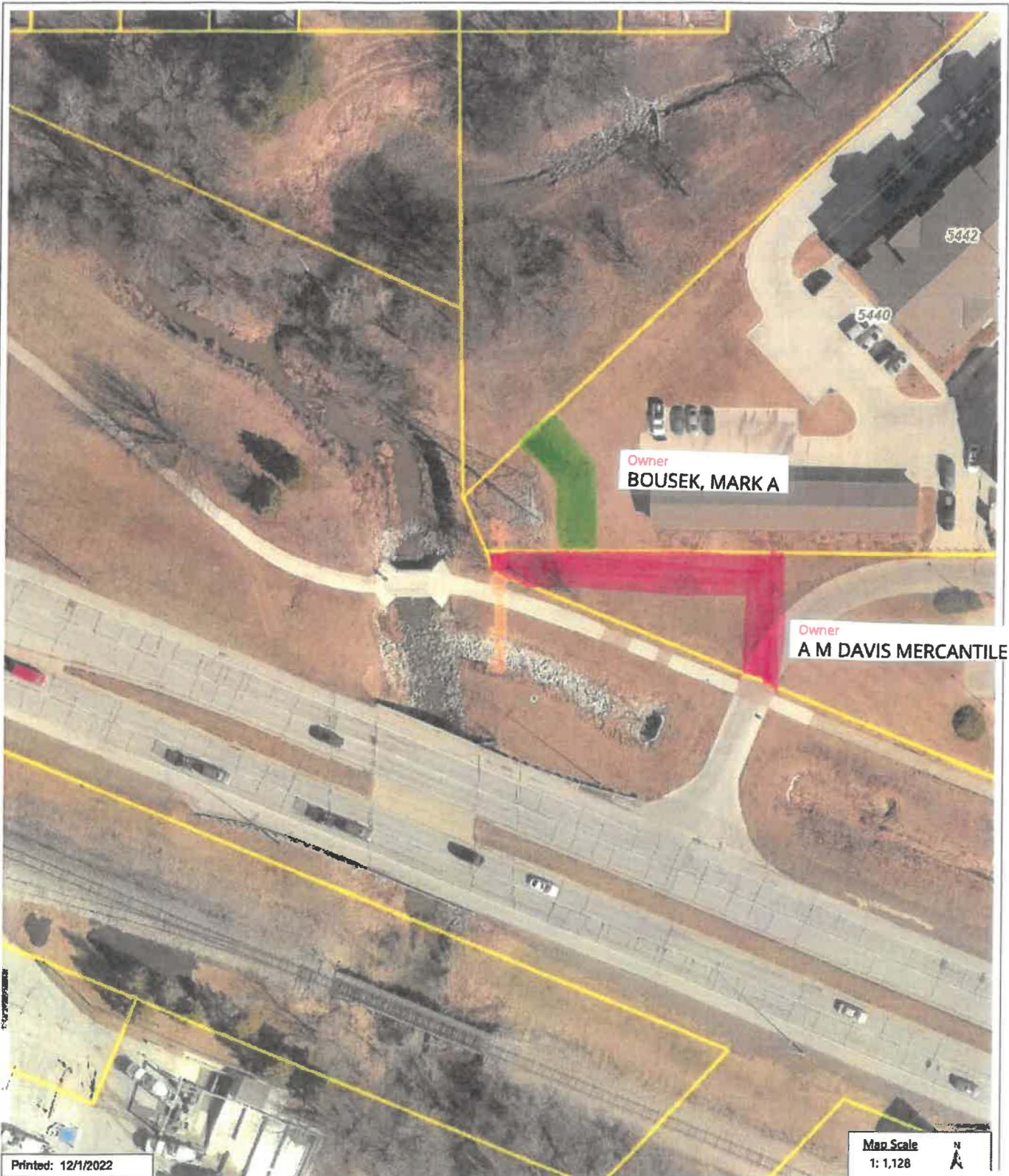
Beal Slough Bank Stabilization near 52nd (5200) + Highway 2



Map By: Lower Platte South NRD, sdr - March 2022 - Sources: City of Lincoln/Lancaster County; Lower Platte South Natural Resources District

DEALS THROUGH BANK STABILIZATION PROJECT @ 5210 Street

CITY OF LANCASTER, LANCASTER COUNTY, NE

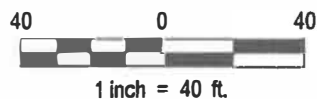
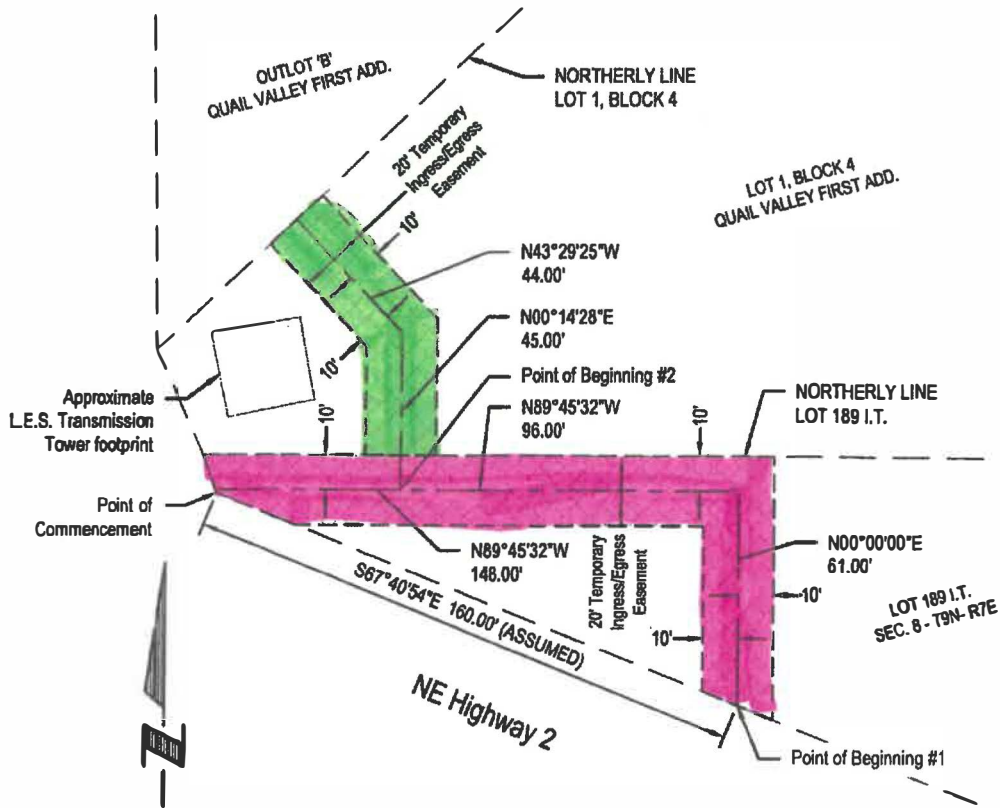


Printed: 12/1/2022

Map Scale
1: 1,128

DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email assessor@lancaster.ne.gov and you will be directed to the appropriate department.

EXHIBIT "A"
Temporary Ingress/Egress Easement



LEGEND

 Temporary Ingress/Egress Easement

TEMPORARY EASEMENT DESCRIPTION #1

AN EASEMENT OF INGRESS AND EGRESS, 20 FEET IN WIDTH (10 FEET EACH SIDE OF THE BELOW DESCRIBED CENTERLINE), WITHIN A PORTION OF LOT 189 IRREGULAR TRACT, LOCATED IN THE SE 1/4, SECTION 8, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 189 IRREGULAR TRACT, LOCATED IN THE SE 1/4, SECTION 8, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA; THENCE S67°40'54"E (ASSUMED BEARING) ALONG THE SOUTHERLY LINE OF SAID LOT 189 IRREGULAR TRACT, SAID LINE ALSO BEING THE NORTHERLY LINE OF NEBRASKA HIGHWAY #2 RIGHT-OF-WAY, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING OF EASEMENT #1, SAID POINT ALSO BEING THE CENTERLINE OF THE DESCRIBED INGRESS AND EGRESS EASEMENT #1; THENCE N00°00'00"E, A DISTANCE OF 61.00 FEET, TO A POINT 10.00 FEET SOUTH OF THE NORTHERLY LINE OF SAID LOT 189 IRREGULAR TRACT; THENCE N89°45'32"W, 10.00 FEET SOUTH AND PARALLEL TO SAID NORTHERLY LINE OF SAID LOT 189 IRREGULAR TRACT, A DISTANCE OF 148.00 FEET TO THE POINT OF TERMINATION OF THE CENTERLINE OF THE DESCRIBED INGRESS AND EGRESS EASEMENT #1, SAID POINT ALSO BEING A POINT OF INTERSECTION ON THE WEST LINE OF SAID LOT 189 IRREGULAR TRACT.

SAID INGRESS/EGRESS EASEMENT CONTAINS 4,100.00 SQUARE FEET OR 0.094 ACRES, MORE OR LESS.

TEMPORARY EASEMENT DESCRIPTION #2

AN EASEMENT OF INGRESS AND EGRESS, 20 FEET IN WIDTH (10 FEET EACH SIDE OF THE BELOW DESCRIBED CENTERLINE), WITHIN A PORTION OF A LOT 189 IRREGULAR TRACT AND LOT 1, BLOCK 4, QUAIL VALLEY FIRST ADDITION, ALL LOCATED IN THE SE 1/4, SECTION 8, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 189 IRREGULAR TRACT, LOCATED IN THE SE 1/4, SECTION 8, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA; THENCE S67°40'54"E (ASSUMED BEARING) ALONG THE SOUTHERLY LINE OF SAID LOT 189 IRREGULAR TRACT, SAID LINE ALSO BEING THE NORTHERLY LINE OF NEBRASKA HIGHWAY #2 RIGHT-OF-WAY, A DISTANCE OF 160.00 FEET TO THE DESCRIBED CENTERLINE OF EASEMENT #1; THENCE N00°00'00"E, A DISTANCE OF 61.00, TO A POINT 10.00 FEET SOUTH OF THE NORTHERLY LINE OF SAID LOT 189 IRREGULAR TRACT; THENCE N89°45'32"W ALONG SAID CENTERLINE, 10.00 FEET SOUTH AND PARALLEL TO THE NORTHERLY LINE OF SAID LOT 189 IRREGULAR TRACT, A DISTANCE OF 96.00 FEET TO THE POINT OF BEGINNING OF EASEMENT #2, SAID POINT ALSO BEING THE CENTERLINE OF THE DESCRIBED INGRESS AND EGRESS EASEMENT #2; THENCE N00°14'28"E, A DISTANCE OF 45.00 FEET; THENCE N43°29'25"W, A DISTANCE OF 44.00 FEET TO THE POINT OF TERMINATION OF THE CENTERLINE OF THE DESCRIBED INGRESS AND EGRESS EASEMENT #2, SAID POINT ALSO BEING A POINT OF INTERSECTION ON THE WEST LINE OF SAID LOT 1, BLOCK 4.

SAID INGRESS/EGRESS EASEMENT CONTAINS 1,583.00 SQUARE FEET OR 0.036 ACRES, MORE OR LESS.

 <p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 701 O Street, Suite 400 • Lincoln, NE 68508 Phone: 402.420.7217 • Fax: 402.420.7218</p>	<p>52nd and Highway 2</p> <p>Beal Slough</p> <p>Lincoln, Nebraska</p>	
	<p>Drawn by: MJG Scale: AS SHOWN Date: 11.30.2022</p> <p>Job No.: P2022.070.001</p>	