



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 11, 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 Monday, June 10th, 2024, at 5:31 p.m., the Recreation, Forestry and Wildlife subcommittee met in the Large Conference Room. Subcommittee members present: Anthony Schutz-Acting Chair, Mark Spangler, Don Jacobson, John Yoakum, and Ray Stevens. Other attendees were Jason Buss (Nebraska Trails Foundation), Mike Sousek, David Potter, Aaron Clare, Eric Zach, and Will Inselman.

The first item on the agenda was the consideration of a license agreement for an agricultural crossing on oak creek trail. A property that is intersected by the Oak Creek Trail was recently sold and the new owner is requesting that the NRD renew the license agreement in his name. After conversation with the landowner, we found out that another property he purchased a few years ago also had a license agreement for crossing that was never changed into its name. The proposed license agreement covers the crossings identified on both parcels of land owned by this landowner. This license agreement is 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 answered questions about the need to maintain all original crossings and about the need to review other land transfers to make sure license agreements are assigned to current landowners. The license agreement was reviewed by legal counsel prior to subcommittee.

It was moved by Jacobson, 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 Jerry Hofpar.

Motion Passed: 5-0

The second item on the agenda was the consideration of the submission of an Active Transportation Infrastructure Investment Program (ATIIP) grant and cooperative agreement with Nebraska Trails Foundation for a "rail-with-trail" feasibility study from Lincoln to Valparaiso. The Nebraska Trails Foundation has submitted a request to LPSNRD to assist the Foundation in applying for a grant to receive funds to conduct a feasibility study on a potential "rail with trail" route from Lincoln to Valparaiso. The Union Pacific Railroad has agreed to carry out the feasibility study to determine whether a trail adjacent to the existing rail line (on railroad property) would be possible. The NRD would be the agent that would apply for the Active Transportation Infrastructure Investment Program (ATIIP) grant, administered by the Federal Highway Administration, and would pass the

money through to Union Pacific. The Nebraska Trails Foundation would be responsible for the required cash match and reporting requirements of the grant. The grant submission deadline is June 17th which is prior to our June Board meeting. The Nebraska Trails Foundation and NRD staff are requesting subcommittee support to submit the grant prior to the Board meeting with the caveat that if the Board chooses not to approve the grant submission, the NRD would pull the grant application from consideration. Jason Buss from the Nebraska Trails Foundation was present to discuss the project and appreciation of the NRD to partner on this grant. The grant would be requesting a total of \$100,000, with the Nebraska Trails Foundation responsible for the full match requirement of \$20,000. The NRD would act as the pass through for the grant funds.

It was moved by Yoakum, to recommend the Lower Platte South NRD Board of Directors approve the agreement with the Nebraska Trails Foundation to submit an Active Transportation Infrastructure Investment Program grant for the feasibility of a rail with trail from Lincoln to Valparaiso.

***Director Schutz made a friendly amendment to the motion to strike “approve” and insert “ratify the signing of”.**

So it was then moved by Yoakum, seconded by Stevens and unanimously approved to recommend the Lower Platte South NRD Board of Directors ratify the signing of the agreement with the Nebraska Trails Foundation to submit an Active Transportation Infrastructure Investment Program grant for the feasibility of a rail with trail from Lincoln to Valparaiso.

Motion Passed: 5-0

Third on the agenda was the consideration of a funding assistance request from the Village of Cedar Creek for a recreational trail project. The village of Cedar Creek was recently awarded a Recreational Trails Program (RTP) grant for \$250,000 to develop a recreational trail within their community. The NRD had provided them with a letter of support prior to the grant being submitted, offering to consider financial support if the grant was approved. The letter from the Village (attached) requests that the NRD provide funding support of \$69,375.00, half of the remaining costs to complete the total project (\$388,750.00). In the past, the NRD has typically provided 50% of the local match required for match of RTP grants. In this case, would be \$25,000. On multiple occasions this information was provided to the Village and they were notified their request was outside of the traditional scope of the NRD providing funding assistance for RTP projects. Staff fielding questions on the size and scope of the project and provided background information on what the NRD has done historically with these requests.

It was moved by Stevens, seconded by Yoakum and unanimously approved to recommend the Lower Platte South NRD Board of Directors agree to provide cost-share for 50% of the local match requirement for the Village of Cedar Creek’s Recreational Trails Program grant, not to exceed \$25,000.

Motion Passed: 5-0

Last on the agenda were staff updates. Reports/updates: New forester introduction and the closing of the conservation easement with Audubon at Spring Creek Prairie.

Meeting adjourned at 6:07 p.m.

PC: RF&W subcommittee file


May 22, 2024

Dear Lower Platte South NRD,

I am requesting a license agreement for three crossings on the Oak Creek Trail in Butler County. I own two properties adjacent to the trail and would like to be able to cross the trail in three locations to access these properties for agricultural purposes. The properties reside in the NW ¼ of Section 33, T-14-N, R-4-E, and the NE ¼ of the SW ½ of Section 2, T-13-N, R-4-E in Butler County, Nebraska.

Sincerely,

Jerry Hofpar



5-22-24

Jerry Hofpar Access/Crossing

Exhibit A

Legend

 Hofpar Access



Google Earth

Image © 2024 Airbus

Jerry Hofpar Access/Crossing

Exhibit A

Legend
📌 Hofpar Access

Trail Mile 2

Timber point lake

📌 Hofpar Access A- Section 33-T14N-R4E

📌 Hofpar Access B- Section 33-T14N-R4E

📍 Loma Cemetery

27 Rd

📍 Oak Creek Trail Mile 4

Loma

📍 Intense Scents

26 Rd

📌 Hofpar Access C - Section 2-T13N-R4E

Google Earth

Image © 2024 Airbus

26 Rd

1 mi



LICENSE FOR PRIVATE CROSSING

Agreement made this 21st day of June 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 Jerry Hofpar, 728 Cottonwood, Brainard, Nebraska, 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 three private crossings for agricultural purposes only at the existing locations across the Trail in the NW $\frac{1}{4}$ of Section 33, T-14-N, R-4-E in Butler County, Nebraska, and the NE $\frac{1}{4}$ of the SW $\frac{1}{2}$ of Section 2, T-13-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, Jerry Hofpar



May 31st, 2024

Lower Platte South NRD Board of Directors, Recreation Committee

The purpose of this letter is to draw your attention to and ask for a letter of support for a potential new multi-use trail opportunity within the Lower Platte South Natural Resources District.

The Great American Rail-Trail, a project of Rails to Trails Conservancy, will link some of America's greatest trails across the United States between Washington State and Washington, D.C. This project is 55% complete nationwide and 52% complete in Nebraska, including the MoPac and Cowboy Trails in this network. Completing the Great American Rail-Trail will require creative solutions, including building trails adjacent to or within the right-of-way of an active railroad corridor, known as "rail-with-trail." As of 2021, there were at least 399 rails-with-trails in the U.S., totaling more than 1,025 miles.

Rails to Trails Conservancy has been in talks with two railroads in Nebraska to prioritize the next sections for development along the route. One of these corridors is the active railroad owned by Union Pacific Railroad between Lincoln and Valparaiso, which would connect the great trail system in Lincoln with the existing Oak Creek Trail between Valparaiso and Brainard.

Many NRDs across Nebraska have participated in the creation of trails over the years. Together, we are asking for a letter of support from the Lower Platte South NRD to pursue conversations with Union Pacific railroad on the potential rail-with-trail between Lincoln and Valparaiso. The main purpose of the letter is for the Lower Platte South NRD to acknowledge that they are open to being a recipient of an easement from the railroad and to being the governmental fiscal agent for receipt of funds for grants should the project move forward. There are a large number of transportation related grants available at this time to support this project. With confirmation of your support, we would intend to apply for an Active Transportation Infrastructure Investment Program ([ATIIP](#)) grant to fund a feasibility study for trail development along this section of active railroad. A concurrent effort is underway with BNSF Railway on a section of active rail corridor between David City and Columbus, and the Lower Platte North NRD has already provided a similar letter of support.

In Nebraska's [Statewide Comprehensive Outdoor Recreation Plan \(SCORP\)](#), a survey of constituents across the state found that of 28 options of facilities/activities available to people across the state, respondents indicated that trails are the most important resources to have. There is significant public interest in trails, especially trails that are connected to other trails to form a network, like trails along the Great American Rail-Trail. Once the Great American Rail-Trail is complete, it also stands to bring over \$14 million in new annual visitor spending along the route in Nebraska alone, and it will take efforts like this to help make those economic benefits a reality.

The ATIIP application is due on June 17, 2024, and we ask for consideration of our request before the deadline. At the next Lower Platte South NRD recreation committee meeting, we would be excited to present this opportunity to your committee for consideration of recommendation to the Board of Directors.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Buss".

Jason Buss
President
Nebraska Trails Foundation
308-227-8703
bussjason@gmail.com

A handwritten signature in black ink, appearing to read "Corey Godfrey".

Corey Godfrey
Boardmember
Great Plains Trails Network
402-840-0387
corey4pci@gmail.com

A handwritten signature in black ink, appearing to read "Kevin Belle".

Kevin Belle
Manager of Trail Planning
Rails to Trails Conservancy
202-974-5117
kevinb@railstotrails.org

A handwritten signature in black ink, appearing to read "Julie Harris".

Julie Harris
Executive Director
Bike Walk Nebraska
402-699-3037
julie@bikewalknebraska.org

Connecting Lincoln and Valparaiso via a Multi-Use Trail

People across Nebraska are excited about completing the route of the Great American Rail-Trail, the nation's first cross-country, multi-use trail. Nebraskans, and specifically those in the greater Lincoln area, find themselves near the center point of this trail, which is already over 50% complete across Nebraska and nearly 55% complete across the entire United States.

Ten gaps of various lengths exist along the Great American Rail-Trail in Nebraska. **Trail Gap 56 – Lincoln to Valparaiso** extends roughly 17 miles between the robust trail network in Lincoln and the eastern end of the Oak Creek Trail in Valparaiso. Early in 2023, a subcommittee of the MoPac Alliance formed to review potential opportunities to fill this trail gap. While an abandoned rail corridor does not exist to simply complete this gap, opportunities for gap filling include constructing a trail along natural features such as waterways, along an active rail corridor (“rail-with-trail”), along existing highway rights-of-way, and other opportunities yet to be identified. Filling this trail gap has been identified in various planning documents over the years, including most recently in the [Lincoln MPO 2050 Long Range Transportation Plan Update](#).

Trails are used more when they are connected to each other, and a 2022 study from Rails-to-Trails Conservancy showed that once the entire trail is complete, annual visitor spending along the route is estimated at over \$229 million. Nebraska alone stands to see more than \$14.5 million annually in visitor spending related to the Great American Rail-Trail.

Work is underway to identify the corridor to complete the MoPac Gap, which will address the final remaining gap in the trail network between Nebraska's two largest cities – Lincoln and Omaha. The time is now to begin planning for opportunities to connect communities of all sizes into this ambitious trail vision so more communities are able to take advantage of the many benefits of trails.

Contact Information

For more information on the Great American Rail-Trail, contact Kevin Belle at Rails-to-Trails Conservancy at kevinb@railstotrails.org.

For more information on the MoPac Alliance and local efforts to complete gaps in the Great American Rail-Trail, contact Corey Godfrey at coreycycle@hotmail.com.



GREAT AMERICAN RAIL-TRAIL

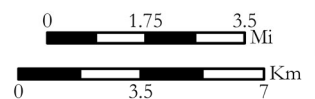


Lincoln to Valparaiso, NE

Esri, FAO, NOAA, USGS, City of Lincoln/Lancaster County, Nebraska Game & Parks Commission, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, Esri, USGS

2023

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere



COOPERATIVE AGREEMENT BETWEEN LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT AND THE NEBRASKA TRAILS FOUNDATION

This Cooperative Agreement (“Agreement”) is made and entered into as of the date the Agreement is fully executed below, by and between the Nebraska Trails Foundation (“Foundation”) and the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska (“NRD”).

WHEREAS, the Foundation is a 501©(3) nonprofit organization that exists to develop multi-use trails throughout Nebraska resulting in healthier lives, natural green space corridors, and improved quality of life for all; and

WHEREAS, the NRD is a political subdivision of the State of Nebraska and, pursuant to Neb. Rev. Stat. § 2-3229, has the authority to develop and execute plans, facilities, works, and programs which includes, among others, the development and management of recreational and park facilities; and

WHEREAS, the Foundation has been a cooperating partner on the trail corridors managed by the NRD; and

WHEREAS, the Foundation is a critical partner in the land transfer of abandoned rail line land for public recreational trails; and

WHEREAS, the Foundation has requested the NRD serve as fiscal agent and grant applicant for an Active Transportation Infrastructure Investment Program (“ATIIP”) for a grant to study the feasibility of a rail-with-trail project between Lincoln and Valparaiso.

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

1. Purpose.

The purpose of this Agreement is to further the interests of both the Foundation and the NRD by studying the feasibility of a rail-with-trail project on Union Pacific rail right-of-way between Lincoln and Valparaiso.

2. **Duration.**

This Agreement shall terminate after successful completion of all reports and payments under the ATIIP grant, or by June 30, 2027, whichever occurs earlier.

3. **Foundation's Responsibilities.**

Foundation shall:

- a. Provide all grant documents necessary to submit the ATIIP grant to the NRD at least two (2) business days before the grant submission deadline.
- b. Provide all dollar or in-kind match required by the ATIIP grant.
- c. Prepare all reporting documents required by the ATIIP grant and submit them to the NRD prior to ATIIP reporting deadlines.
- d. Cover any cost overruns incurred on the project.

4. **NRD's Responsibilities.**

NRD shall:

- a. Submit an ATIIP grant application.
- b. Serve as the fiscal agent for the ATIIP grant including making payments to Union Pacific Railroad for the feasibility study.
- c. Submit reporting documentation required by the ATIIP in accordance with timelines outlined in the grant agreement.

5. **Mutual Responsibilities.**

The parties shall:

- a. Enter into an agreement with Union Pacific to coordinate on the feasibility study, including the NRD making payments to cover Union Pacific's costs for the study.

6. **Amendment**

This Agreement may be amended by mutual consent of both parties. Any amendments to this Agreement must be in writing.

7. **Mutual Indemnification**

The parties shall indemnify, defend and hold harmless each other and its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, if provided by law, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever to the other party, including without limitation, any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of the party or the party's employees, or

anyone directly or indirectly employed by the party, or anyone for whose acts any of them may be liable.

8. No Partnership, Joint Venture, or Principal/Agent Relationship Created

Notwithstanding the use of the term partner in this Agreement, nothing herein shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties.

9. Antidiscrimination

The Parties shall require every contract to which they are a party to contain a provision requiring a contractor or its contractors not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to their hire, tenure, terms, and conditions of employment, because of race, color, religion, age, sex, sexual orientation, gender identity, genetic information, national origin, disability, familial status, veteran status, or marital status.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated.

Executed by the NEBRASKA TRAILS FOUNDATION, on this _____ day of _____, 2024.

NEBRASKA TRAILS FOUNDATION

By _____
Jason Buss, President

Executed by the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, on this _____ day of _____, 2024.

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT

By _____
Mike Sousek, General Manager

Village of Cedar Creek
200 East B Street
P.O. BOX 71
Cedar Creek, NE 68016
Phone & Fax (402) 234-7856
www.cedarcreeknebraska.com
cedar234@windstream.net

May 31, 2024

Mr. Mike Sousek
Lower Platte South
natural resources district
P.O. Box 83581
Lincoln, NE 68501-3581

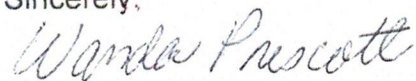
Mr. Sousek;

I have previously provided to you the agreement with Game and Parks and a copy of the commitment received from you in Aug of 2023, as well as the portion of the Minutes of the NGPC showing the award to Cedar Creek.

The agreement with NGP indicates the total project cost is \$388,750 and the Federal Government share is up to \$250,000. The amount to which we understood you might be willing to commit is one half of the remaining costs - So \$69,375. The timeline would be from **today** - we have already requested bids from engineers - and must be completed by **December 31, 2026**.

Please consider this communication our formal request for your organization to provide funds as described above.

Sincerely,



Wanda Prescott, Chair
Village Board of Trustees

**STATE OF NEBRASKA
GAME AND PARKS COMMISSION**

RECREATIONAL TRAILS PROGRAM (RTP) PROJECT AGREEMENT

THIS AGREEMENT, made and entered into, by and between the Village of Cedar Creek, sponsor, hereinafter referred to as the "RECIPIENT," and the Nebraska Game and Parks Commission, a duly organized and acting agency of the State of Nebraska, hereinafter referred to as "NGPC" for the purpose of completing the Fitness Zone Trail, hereinafter referred to as the "PROJECT."

WITNESSETH:

WHEREAS, the RECIPIENT desires to acquire, construct, develop, or maintain a public recreation trail project, which project is more particularly described hereafter; and

WHEREAS, NGPC has the authority to enter into this Agreement and is required to secure from the RECIPIENT necessary assurance that said RECIPIENT has available sufficient funds to meet its share of the cost of the acquisition, construction, development, and maintenance of the trail and that said trail will be operated and maintained at the expense of the RECIPIENT for public outdoor recreation use; and

WHEREAS, no work shall begin on the PROJECT until a fully executed agreement is returned to the RECIPIENT and notification of approval has been received from NGPC.

NOW, THEREFORE, the Parties, in consideration of the mutual and reciprocal covenants contained herein, the sufficiency of which is hereby acknowledge, agree, and covenant with each other as follows:

1. The RECIPIENT agrees and warrants that it owns in fee simple, the property upon which the PROJECT, hereinafter described on page 4, is to be located; or the RECIPIENT possesses a legally binding document ensuring public access to the property, for the time period specified in Item 6. RECIPIENT agrees and warrants that the property was acquired in accord with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and procedures contained in 49CFR Part 24.
2. The RECIPIENT by this Agreement does hereby dedicate the PROJECT and the real estate upon which the PROJECT is located to the use and benefit of the public for purposes of outdoor recreation for the minimum period of time as specified in Item 6.
3. The RECIPIENT agrees and warrants that prior approval in writing will be obtained from NGPC with respect to alteration in part or total of the trail for the period of time specified in Item 6.
4. The RECIPIENT agrees and warrants that applicable Federal Laws with respect to barrier free access have been compiled within the design and function of this project.

14. NGPC shall conduct program compliance and project inspections, which shall include, but not limited to items listed on the reimbursement form.
15. The RECIPIENT shall retain for a period of three years after the final closeout date, all programs and financial records of the PROJECT.
16. NGPC agrees to secure from the Federal Highway Administration funds as provided in the Recreational Trails Program Act and as are made available by the federal government, for said PROJECT and make payment to the order of the RECIPIENT at project completion and receipt of a completed request for reimbursement report from the RECIPIENT.
17. Payments to the RECIPIENT by NGPC shall be on the following conditions:
 - a. That said funds have been made available to NGPC for such payment by the Federal Highway Administration.
 - b. A Request for Reimbursement report with supporting documentation has been presented by the RECIPIENT to NGPC as evidence that the PROJECT is completed.
 - c. That Items for which reimbursement is sought must have actually been received and the work accomplished.
18. NGPC agrees to coordinate the activities of the RECIPIENT with the activities of the Federal Highway Administration and NGPC shall furnish to the RECIPIENT information relative to the PROJECT and its operation and maintenance reasonably pertinent and available to NGPC and shall supply the RECIPIENT with advice and counsel relative to the PROJECT whenever requested to do so and whenever practical and feasible to do so.
19. The Parties mutually agree that this Agreement is to be binding upon and inure to the benefit of their respective successors and assigns.
20. NGPC does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by state law.
21. The RECIPIENT certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.
22. The RECIPIENT agrees to credit Federal Funding of the Recreational Trail Program administered by the NGPC with a sign adjacent to the PROJECT.
23. The RECIPIENT agrees to defend and hold harmless NGPC and the State of Nebraska from any and all claims, lawsuits, losses and liability arising out of the Recipient's failure to perform any of the recipient's duties or obligations hereunder or in connection with the negligent performance of the recipient's duties or obligations.
24. This agreement cannot be amended or modified except by written instrument executed by all of the parties hereto.

SPECIAL PROVISIONS

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this agreement as of the date entered below, and the covenants herein shall extend to and be binding upon the successors of the parties to this agreement.

RECIPIENT:

Date: 3/14/24

By: Wanda Prescott

Title: Village Chair

Address: 220 Sunrise Ln
Cedar Crest, NE 68016

NEBRASKA GAME AND PARKS COMMISSION:

By: _____
Recreational Trails Program Administrator

Address: 2200 North 33rd Street
PO Box 30370
Lincoln, NE 68503-0370

Village of Cedar Creek Trail Proposal

We are excited to submit our proposal for the Village of Cedar Creek Trail. Our community is a lake community ; although not very large we do have an enormous amount of visitors. We are installing a 4200 foot trail that is 8 feet wide around the perimeter of the Village park. Once the trail is installed our two maintenance men will mow, trim, remove snow, remove trash and make sure any repairs are taken care of timely. This won't be a burden on them or the Village as they currently maintain the park.

To compliment the trail we are installing two pickle ball courts with lights for \$27,000 and 6 work stations for \$12,167 ; all at the Village expense. We think this will make a great outdoor experience for all ages. We will have signage at each work station and also distance markers on the trail.

We are also installing a paved handicap parking stall with access lane.

We have enlisted JEO as our engineer; who we have worked with on many projects for Village. Enclosed is their proposal for the project .JEO has a strong reputation for taking all items into consideration for the project as you will see on the proposal. Also provided is a similar project they worked on for comparison only.

We are extremely excited about the support from LPSNRD, AshGrove, Village Community Committee and Keep Cass County Beautiful that have committed to this project. Keep Cass County Beautiful hasn't released their 2023 grant intent form so I was unable to include that at this time, however I did have a conversation with them and they were on board. As soon as the form becomes available I will submit it.

Our team is ready, willing and able to start this project as soon as it is approved and would anticipate completion in the second quarter of 2023.

Thank you so much for considering our application.

Wanda Prescott

Village of Cedar Creek

402-949-2296



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

August 2, 2023

Wanda Prescott, Chair
Cedar Creek Village Board
220 East B Street
Cedar Creek, NE. 68016

RE: Support for Recreational Trails Program Grant Application

Dear Wanda:

The purpose of this letter is to support the Recreational Trails Program (RTP) Grant application being submitted by the Village of Cedar Creek for a pedestrian trail in the Cedar Creek Village Park. This trail will provide a very important health and safety benefit to the public and citizens of Cedar Creek.

The Lower Platte South Natural Resources District will be considering a request from Cedar Creek asking for assistance from our Community Assistance Program.

Sincerely,

Mike Sousek
General Manager Designate
Lower Platte South Natural Resources District

cc: Mike Murren
Drew Raktovec

LWCF, RTP grant awards approved by commissioners

BY Jerry Kane ON Jan 19, 2024

Conservation News, Wildlife News

The Nebraska Game and Parks Commission approved grant awards for the Land and Water Conservation Fund Stateside Assistance Program and the Recreational Trails Program at its meeting Jan. 19 in Lincoln.

Commissioners also approved the following recreational trail projects for federal funding through the Recreational Trails Program (RTP):

- Hickman, \$130,216.80 to build the Scott's Creek Trail, a 1,250-foot-long, 10-foot-wide concrete trail that extends an existing trail;
- Cedar Creek, \$250,000 to build the Fitness Zone Trail, a 4,400-foot-long concrete trail to promote health and wellness;
- Curtis, \$250,000 to refurbish approximately 1.2 miles of the Curtis Walking Trail by replacing deteriorating asphalt with an 8-foot-wide concrete loop trail near the golf course;
- Creighton, \$250,000 to build a non-motorized, mile-long paved Creighton Community Park Walking Trail that is no less than 8 feet wide to link different park amenities;
- North Platte, \$250,000 to build the Iron Horse Park Trail, which includes overlaying the existing north side 8-foot-wide by 2,528-foot-long asphalt trail with 2 inches of recycled material pavement, building an 8-foot-wide by 512-foot-long recycled material pavement over rock aggregate trail on the east, and creating a south-side trail linkage with a 10-foot-wide by 100-foot-long boardwalk and 283 feet of additional recycled pavement/aggregate trail to meet an existing sidewalk; and
- Hastings, \$250,000 to build Phase 4A of the Pioneer Spirit Trail, an 18,321-foot-long concrete trail that will vary in width from eight to 10 feet.

Funding from the RTP comes from the Federal Highway Administration and is made possible by a portion of the federal motor fuel excise tax paid by users of off-road recreational vehicles.

Village of Cedar Creek

200 East B Street

P.O. BOX 71

Cedar Creek, NE 68016

Phone & Fax (402) 234-7856

www.cedarcreeknebraska.com

cedar234@windstream.net

September 6, 2023

Nebraska Game and Parks Commission
2200 N 33rd Street
Lincoln, NE 68503

To whom it may concern:

The Village of Cedar Creek is considering construction of an exercise and walking trail in our Village Park. We have applied for several grants and are hopeful most of the costs of construction can be paid with those funds. Any costs incurred after grants are applied the Village agrees to pay.

Sincerely,

Wanda Prescott
Chair
Village Board of Trustees

Cedar Creek, Nebraska
Park Trail Loop

CONSTRUCTION COSTS				
Item	Unit	No. Req'd	Unit Cost	Cost
Clearing & Grubbing	Acres	2.4	\$ 2,500.00	\$ 6,000
Earthwork (Cut & Fill)	Cu. Yd.	400	\$ 15.00	\$ 6,000
Seeding with mulch	Acres	1.0	\$ 5,000.00	\$ 5,000
Silt Fence (erosion control)	Lin Ft	100	\$ 4.00	\$ 400
Erosion Control Matting	Sq Yd	2,000	\$ 3.25	\$ 6,500
Large Tree Removal	Each	4	\$ 900.00	\$ 3,600
Detectable Warning Panels	Sq Ft	16	\$ 45.00	\$ 720
6" Concrete Bikeway- 8 ft wide	Sq Ft	33,600	\$ 6.00	\$ 201,600
7" Concrete Paving (accessible parking stall)	Sq Yd	44.00	\$ 75.00	\$ 3,300
Subgrade Preparation	Sq Yd	3,777	\$ 3.00	\$ 11,332
24" CMP	Lin Ft	60	\$ 60.00	\$ 3,600
24" Metal FES	Each	4	\$ 650.00	\$ 2,600
Rock Riprap, Type A	Tons	15	\$ 80.00	\$ 1,200
Riprap Filter Fabric	Sq Yd	9	\$ 10.00	\$ 89
Parking Stall & HC Symbol Marking (paint)	Each	1	\$ 1,750.00	\$ 1,750
Signage (MUTCD)	Each	7	\$ 250.00	\$ 1,750
Temporary Traffic Control	Lump Sum	1	\$ 3,000.00	\$ 3,000
Construction Costs Subtotals				\$ 258,441
PRIVATE UTILITY RELOCATION COSTS				
Light/Power Pole Relocation	Each	0	\$ 1,500.00	\$ -
Utility Pedestal Relocation	Each	0	\$ 500.00	\$ -
Fire Hydrant Relocation	Each	0	\$ 2,500.00	\$ -
Adjust Sanitary Sewer Manhole to Grade	Each	0	\$ 250.00	\$ -
Adjust Water Valve Box to Grade	Each	0	\$ 250.00	\$ -
Utility Relocation Costs Total				\$ -
Construction & Utility Costs Subtotal				\$ 258,441
Mobilization	Lump Sum	1	8%	\$ 20,675
Contingency	Lump Sum	1	10%	\$ 25,844.09
Construction Costs Total				\$ 304,960
ENGINEERING COSTS				
Preliminary Engineering	Lump Sum	1	13%	\$ 39,645
NEPA Documents (including reports and letters)	Lump Sum	1	3%	\$ 9,149
Migratory Bird Survey	Lump Sum	1	\$ 3,000.00	\$ 3,000
Construction Engineering	Lump Sum	1	10%	\$ 30,496
Engineering & Construction Advertisements	Lump Sum	1	\$ 500.00	\$ 500.00
ROW & Easement Acquisition Costs	Sq Ft	0	\$ 4.00	\$ -
Funding Sign	Each	1	\$ 1,000.00	\$ 1,000
Engineering Costs Total				\$ 83,790
Total Project Costs (Construction+Utility Relocation+Engineering Costs)				\$ 388,750
Force Account Work				
TOTAL FORCE ACCOUNT WORK				\$ -
FUNDING SOURCES (6)				
Force Account Work (city staff)	0%		\$	\$ -
Donations (see attached page)	0%		\$	\$ -
Lower Platte South NRD	18%		\$	\$ 69,375
Village of Cedar Creek	18%		\$	\$ 69,375
Federal Funding	64%	Max of \$250,000	\$	\$ 250,000

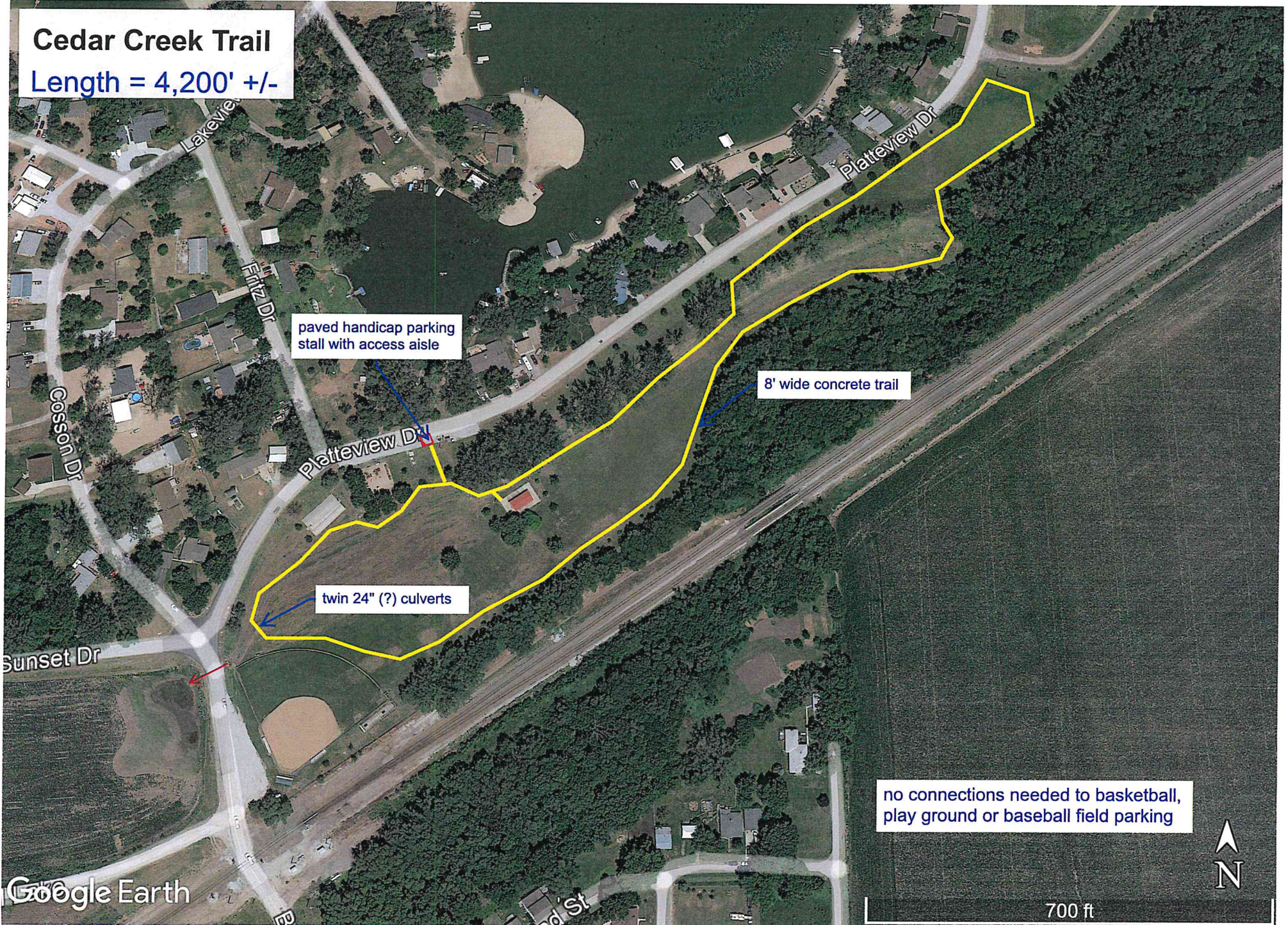
Notes:

This Project Cost Estimate was reviewed by Nathan Boone of JEO Consulting Group. This review was completed to compare project estimated costs against comparable project bid costs and to review bid items to verify that all required items are included in estimate.



 Nathan Boone, PE
 Project Manager
 8/29/2022

Cedar Creek Trail
Length = 4,200' +/-



paved handicap parking stall with access aisle

8' wide concrete trail

twin 24" (?) culverts

no connections needed to basketball, play ground or baseball field parking

Google Earth

700 ft



From: Outdoor Workout Supply
Sent: Wednesday, June 22, 2022 2:08 PM
To: wjprescott54@gmail.com
Subject: Quote Request Submitted- Outdoor Workout Supply

Outdoor Workout Supply

Quote #41145

Hi Wanda, we are getting your quote ready. We will notify you when it has been sent!

Quote summary



ActionFit Sit-Up Station × 1
UP254/UP197



ActionFit Push-Up Station × 1
UP255



ActionFit Step Up Station × 1
UP264/UP197



ActionFit Log Hop Station × 1
UP250/UP197



ActionFit Bench Dip Station × 1
UP253/UP197



ActionFit Balance Beam Station × 1
UP251/UP197

Outdoor Workout Supply

33702 N Fall Lake Dr

Avon, OH 44011 US

+1 8889907508

sales@outdoorworkoutsupply.com

www.outdoorworkoutsupply.com



OUTDOOR WORKOUT SUPPLY

ADDRESSVillage of Cedar Creek
220 Sunrise Lane
Cedar Creek, NE 68016**SHIP TO**Wanda Prescott
Village of Cedar Creek
220 Sunrise Lane
Cedar Creek, NE 68016**Quote 25650****DATE 06/22/2022****EXPIRATION DATE 07/22/2022**

SKU	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
UP254/UP197	ActionFit Sit-Up Station	1	2,220.00	2,220.00
UP255	ActionFit Push-Up Station	1	1,105.00	1,105.00
UP264/UP197	ActionFit Step Up Station	1	2,220.00	2,220.00
UP250/UP197	ActionFit Log Hop Station	1	2,018.00	2,018.00
UP253/UP197	ActionFit Bench Dip Station	1	2,239.00	2,239.00
UP251/UP197	ActionFit Balance Beam Station	1	936.00	936.00

All orders processed after payment is received.

SUBTOTAL

10,738.00

Quotes valid for 30 days.

TAX

0.00

For a payable invoice please contact
sales@outdoorworkoutsupply.com.

SHIPPING

1,429.00

We accept bank payments through our payable invoices, or
checks made payable to Outdoor Workout Supply.Credit card payments available upon request with an additional
3% fee for processing.**TOTAL****\$12,167.00**

Accepted By

Accepted Date