



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581

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MEMORANDUM

Date: October 19, 2021

To: Lower Platte South Natural Resources District Board of Directors

From: Ariana Kennedy, Resources Conservationist *AK*

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Monday, October 18, 2021, the Recreation, Forestry and Wildlife subcommittee met at the Lower Platte South Natural Resources District (LPSNRD) in the Large Conference Room at 5:30 p.m. Subcommittee members present; Anthony Schutz – Chair, Lisa Lewis, Christine Lamberty, Susan Seacrest, Ray Stevens and John Yoakum. Other attendees were Terry Wittler (Capitol Beach Community Association), Brian Schuele (Olsson), Tim Knott and Theresa Pella (Wachiska Audubon Society), Deb Eagan, Paul Zillig, Jay Seaton and Ariana Kennedy.

Three Capitol Beach Community Association (CBCA) Easements were first on the agenda. Wittler informed the subcommittee the corporation (Waterfront Place Estates Homeowners Association, Inc.) was dissolved and is unable to be revived. Due to this corporation dissolving, there is not an easy way to obtain an easement on this property. Wittler and Corey Wasserburger (LPSNRD legal counsel) are working towards a solution to legally obtain an easement. As a first step, Wasserburger recommended staff do a title certificate search on the property. See attached map for location, highlighted in yellow – ‘Waterfront Estates Homeowners’.

The next easement discussed was the Easement between CBCA and LPSNRD to allow construction of a path across the Lincoln Saline Wetland Nature Center. See attached map for location, highlighted in pink – ‘LPSNRD’ and Easement Exhibit for location. Easement Agreement is attached.

It was moved by Yoakum and seconded by Lewis and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the Easement Agreement with the Capitol Beach Community Association to allow construction of a trail across the District’s Lincoln Saline Wetland Nature Center 1st Addition, Outlot A, subject to legal counsel review.

The third item presented was the LPSNRD/CBCA joint purchase of an Easement from the Muhle’s to allow access across the Muhle’s property. The cost for LPSNRD would be \$12,500. There was discussion in the subcommittee on the value this Easement would provide to LPSNRD. Without this easement, LPSNRD maintenance is not able to easily access the area west of the oxbow on the Lincoln Saline Wetland Nature Center (LSWNC). See attached map for location, highlighted in green – ‘Muhle’ and Easement Exhibit for location. Additional map shows Muhle’s property location (626 Waterfront Place) and shows the oxbow area on LSWNC. Easement is attached.

It was moved by Stevens and seconded by Yoakum to recommend the Lower Platte South NRD Board of Directors allocate an amount not to exceed \$12,500 to purchase an easement from David W. Muhle and Julie A. Muhle, which easements shall be held jointly by the District and the Capitol Beach Community Association.

Motion passed, 4-2.

Second on the agenda was the Oak Creek Trail Repair project. These repairs are needed due to a flood event west of Valparaiso on Bates Branch in 2019 that impacted a portion of the trail corridor. Bids were opened on Monday, September 27. Three bids were received and High Plains Enterprise, Martell, Nebraska was the low bidder. Olsson provided a letter of recommendation to award the project to High Plains Enterprises in the amount of \$228,070.00. Olsson provided a bid tabulation for all bids received as well. Schuele answered questions from the subcommittee. Letter and bid tabulation are attached to this memorandum.

It was moved by Yoakum and seconded by Lewis and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the low bid from High Plains Enterprises in the amount of \$228,070.00 for the Oak Creek Trail Repair project.

Third on the agenda was the professional services contract with Olsson for construction oversight on the Oak Creek Trail Repair project. Construction services on the repair project will include; project management, construction management, on-site field management, project close-out and environmental services. Contract is for a cost not to exceed \$15,500.00 and will be based on time and materials used. Legal counsel reviewed the Agreement. Letter Agreement Amendment #2 between LPSNRD and Olsson for construction services on the Oak Creek Trail Repair project is attached to this memorandum.

It was moved by Lewis and seconded by Stevens and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve Letter Agreement Amendment #2 between the Lower Platte South NRD and Olsson for construction services on the Oak Creek Trail Repair project in an amount not to exceed \$15,500.00.

Fourth agenda item was Tim Knott and Theresa Pella, Wachiska Audubon Society, speaking to the subcommittee about their funding request. Wachiska realized professional management was needed on their properties and applied for a Nebraska Environmental Trust (NET) grant this year. Wachiska previously requested \$9,000 of match funds from LPSNRD for this grant. LPSNRD approved this request and funds would be provided to Wachiska upon grant approval. With the uncertainty of NET grant approval, Wachiska has requested \$9,000 from LPSNRD even if grant is not approved. The subcommittee wondered if the \$9,000 would be designated towards only those prairies in LPSNRD. Pella replied they would go into general funds however they can determine prairies within LPSNRD. The subcommittee was not comfortable gifting \$9,000 directly to Wachiska without cost share. Wachiska is planning to submit a letter to LPSNRD on cost share possibilities and/or alternative grant opportunities for match funds as well determine the prairies lying in LPSNRD.

Fifth on the agenda was the 2021 Interlocal Agreement for Obtaining Seedling Trees and Shrubs with the Nebraska NRDs and the Nebraska Association of Resources Districts (NARD). Seaton informed the subcommittee the Interlocal Agreement is for a period of three years. The Agreement would allow

NARD to act on behalf of the participating NRDs by NARD entering into a Sales Agreement (NARD Exhibit A) with the Forest Service to acquire seedling trees and shrubs. Seaton stated these are the trees LPSNRD sells to landowners that are packaged and distributed in the spring. A copy of the Interlocal Agreement and Sales Agreement (NARD Exhibit A) are attached to this memorandum. Legal counsel reviewed the Agreements.

It was moved by Seacrest and seconded by Yoakum and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the Interlocal Agreement for Obtaining Seedling Trees and Shrubs Between Participating Natural Resources Districts and the Nebraska Association of Resources Districts.

Sixth on the agenda was The Nature Conservancy (TNC) request for funding assistance on a statewide conservation survey. Zillig informed the subcommittee TNC has taken the lead role on entering into a contract with New Bridge Strategy for this research. TNC has requested funding assistance from other agencies and organizations as well. Results of the research would be used for educational purposes on conservation measures in the state. A copy of the Nebraska Statewide Research Proposal is attached to this memorandum.

It was moved by Stevens and seconded by Lamberty and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the request from The Nature Conservancy to provide funding assistance for the Nebraska Statewide Survey Research Proposal in an amount not to exceed \$5,000.00.

Last, on the agenda was a report on the 17-acre parcel of property adjacent to Arnold Elementary School and Oberg property. The parcel is currently owned by either the City of Lincoln or Airport Authority. Schutz reminded the subcommittee this parcel was discussed at the previous subcommittee when Bill Oberg inquired about the possibility of a conservation easement on the property. As stated at that subcommittee meeting, LPSNRD would not be able to guarantee a potential future property owner that a conservation easement would occur. Staff visited the site on October 7 and mentioned the property is a typical warm season tallgrass stand. A copy of the site visit notes and photographs are attached to this memorandum.

Meeting adjourned at 7:12 p.m.

PC: RF&W subcommittee file

After recording return to:
Terry R. Wittler
Cline Williams Wright Johnson
& Oldfather, LLP
233 South 13th Street, Suite 1900
Lincoln, NE 68508

EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) is made and entered into as of this ___ day of _____, 2021, by and between Capitol Beach Community Association (“CBCA”), and the Lower Platte South Natural Resources District (“The Lower Platte South NRD”)

RECITALS

- A. CBCA is the owner of certain real property described as parcel no. 1022106003000, Legal Description: LINCOLN SALINE WETLAND NATURE CENTER ADDITION, OUTLOT C (the “CBCA Property”) located north of land owned by the Lower Platte South NRD.
- B. The Lower Platte South NRD is the owner of adjoining property to the south described as LINCOLN SALINE WETLAND NATURE CENTER 1ST ADDITION, OUTLOT A (“the NRD Property”).
- C. CBCA desires to construct a trail which would cross from the CBCA Property south across the NRD Property which could be used by both CBCA and the Lower Platte South NRD.
- D. The parties desire to establish an easement on the NRD Property pursuant to the terms of this Agreement relating to a trail and other issues addressed herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement by the Lower Platte South NRD. The Lower Platte South NRD, as owner of the NRD Property, for itself, its successors and assigns, hereby declares, creates, grants and establishes a perpetual nonexclusive easement (the "Easement") on the property described on Exhibit "A" attached hereto and incorporated herein.

3. Maintenance of Easements. CBCA will be responsible for construction, operating, maintaining, repairing and replacing the path. All easement areas shall be kept and maintained in good condition and repair.

4. Easements and Restrictions to Run with the Land. The benefits, burdens, and restrictions created by this Agreement shall constitute covenants running with the land and shall benefit and be binding upon all present and future owners, and their respective successors and assigns, of any portion of either Property and upon each person having any interest therein derived through any owner thereof.

5. Modification or Termination. This Agreement and the easements and restrictions declared, granted, established, and conveyed herein are permanent in nature and may be modified, amended or terminated only by an agreement in writing signed by the CBCA and the Lower Platte South NRD. As and to the extent required for any reason, the CBCA and the Lower Platte South NRD agree to execute a recordable document to memorialize, record, or effect any such termination.

6. Further Actions. The CBCA and the Lower Platte South NRD shall execute and deliver all further documents and take all further actions reasonably necessary or appropriate to effectuate the purposes of this Agreement.

7. Governing Law. This Agreement is entered into in and shall be governed by and construed in accordance with the internal laws of the State of Nebraska.

8. Severability. If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, such term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of CBCA, the Lower Platte South NRD

and their successors and assigns. Notwithstanding the foregoing, a party shall only be liable for the performance of the obligations arising under and pursuant to this Agreement to the extent such obligations arose during the time such party had an interest in the Property.

10. Waiver. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

11. No Partnership or Third Party Beneficiary. This Agreement and any further documents or actions executed by the parties in connection herewith shall not create nor be deemed under any circumstances to create any joint venture or partnership between the Parties or render them joint venturers or partners. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. No other person or entity shall have or acquire any rights or remedies under this Agreement.

12. No Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

13. Time of the Essence. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the date first set forth above, fully intending the same to be binding upon them, their personal representatives, receivers and assigns.

CAPITOL BEACH COMMUNITY
ASSOCIATION

By: _____
Kile Johnson, Board President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

This Easement Agreement was acknowledged before me on this ____ day of _____, 2021, by Kile Johnson, President of the Board of Directors of Capitol Beach Community Association, a Nebraska corporation, on behalf of the corporation.

Notary Public

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

By: _____
Paul Zillig General Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

This Easement Agreement was acknowledged before me on this ____ day of _____, 2021, by Paul Zillig, the General Manager of Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, on its behalf.

Notary Public

After recording return to:
Terry R. Wittler
Cline Williams Wright Johnson
& Oldfather, LLP
233 South 13th Street, Suite 1900
Lincoln, NE 68508

EASEMENT

For and in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, **David W. Muhle and Julie A. Muhle (“Grantors”)** located at 626 Waterfront Place in Lincoln, Nebraska and more particularly described as Lot One (1), Waterfront Estates, Lincoln, Lancaster County, Nebraska do hereby grant, bargains, sell, convey, and release unto the **Lower Platte South Natural Resources District**, a political subdivision of the State of Nebraska, with its principal office located at 3125 Portia Street, P.O. Box 83581, Lincoln Nebraska, 68501, and **Capitol Beach Community Association, Inc.**, a 501(c)7 corporation organized under the laws of the State of Nebraska, with its principal office located at 701 Marina Bay Place, P.O. Box 81141, Lincoln, Nebraska 68501, hereinafter Grantees, their successors and assigns, a perpetual easement in, over, and upon the real estate located in Lancaster County, Nebraska as described on Exhibit “A” attached hereto and incorporated herein by this reference.

1. Except as otherwise provided herein, the consideration recited herein shall constitute payment in full for all damages sustained or to be sustained by the Grantors by reason of the exercise of the rights and privileges granted by them.
2. This Easement shall include the right of ingress and egress over and upon the easement are described herein and shown on Exhibit “A.”

3. Grantors shall not construct, operate, occupy, maintain, or locate any structure, whether temporary or permanent, on the land described herein and shown on Exhibit "A."
4. Grantors, their heirs and assigns, reserve the right and privilege to use the easement area described herein and shown on Exhibit "A" at any time, and in any manner, and for any purpose not inconsistent with the full use and enjoyment of the Grantees, their successors and assigns, of the rights and privileges granted herein.
5. This easement shall not pass, nor shall the same be construed to pass, to the Grantees any fee simple interest or title to the area described herein and shown on Exhibit "A."
6. This Easement shall be binding upon the parties hereto, and their respective heirs, successors, and assigns.
7. Grantors shall be liable for all taxes and assessments levied against the land described herein and shown on Exhibit "A."
8. Grantors warrant and represent that they have good and sufficient legal title to land described herein and shown on Exhibit "A." Grantors agree at any time upon the request of Grantees to obtain a subordination agreement from any person or entity that has an interest or lien superior to the interest of Grantees.
9. Grantors warrant and represent that they have the sole and exclusive right to grant this Easement (subject only to existing utility easements of record), and that there are no tenants or other persons in possession of the area described herein and shown on Exhibit "A" or any other person or entity that need join in the Easement in order for Grantees to fully enjoy the rights and privileges granted by the Easement.
10. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.
11. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the date first set forth above, fully intending the same to be binding upon them, their personal representatives, receivers, and assigns.

DAVID MUHLE

JULIE MUHLE

David W. Muhle

Julie A. Muhle

CAPITOL BEACH COMMUNITY
ASSOCIATION

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

This Easement Agreement was acknowledged before me on this ____ day of _____, 2021, by David W. Muhle.

Notary Public

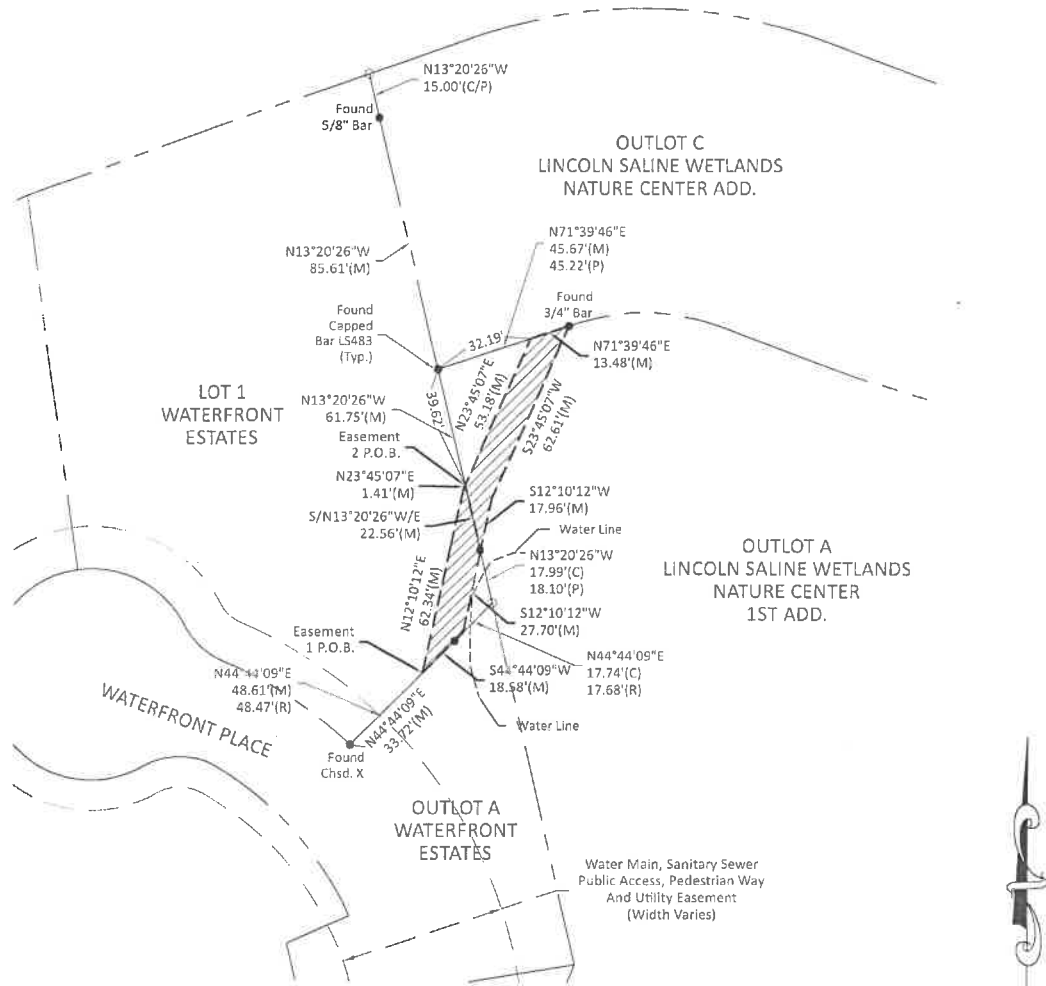
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

This Easement Agreement was acknowledged before me on this ____ day of _____, 2021, by Julie A. Muhle.

Notary Public

EASEMENT EXHIBIT

10' Wide Ingress/Egress Easement
 Lot 1 Waterfront Estates & Outlot A Lincoln Saline Wetlands Nature Center 1st Add.
 Sec. 22, T10N, R6E, of 6th P.M.
 Lincoln, Lancaster County, Nebraska



INGRESS/EGRESS EASEMENT #1:
 AN EASEMENT OF INGRESS AND EGRESS, 10 FEET IN WIDTH LOCATED IN LOT 1, WATERFRONT ESTATES IN THE NORTHWEST 1/4 OF SECTION 22, T.10N., R.06E. OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHERN-MOST CORNER OF SAID LOT 1; THENCE ON THE SOUTHEASTERLY LINE OF SAID LOT 1, N44°44'09"E A DISTANCE OF 33.72 FEET TO THE POINT OF BEGINNING; THENCE N12°10'12"E A DISTANCE OF 62.34 FEET; THENCE N23°45'07"E A DISTANCE OF 1.41 FEET TO THE EAST LINE OF SAID LOT 1; THENCE ON THE EAST LINE OF SAID LOT 1, S13°20'26"E A DISTANCE OF 22.56 FEET; THENCE S12°10'12"W A DISTANCE OF 27.70 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 1; THENCE ON THE SOUTHEASTERLY LINE OF SAID LOT 1, S44°44'09"W A DISTANCE OF 18.58 FEET TO THE POINT OF BEGINNING.

SAID INGRESS/EGRESS EASEMENT CONTAINS 459.80 SQUARE FEET.

INGRESS/EGRESS EASEMENT #2:
 AN EASEMENT OF INGRESS AND EGRESS, 10 FEET IN WIDTH LOCATED IN OUTLOT A, LINCOLN SALINE WETLAND NATURE CENTER 1ST ADDITION, IN THE NORTHWEST 1/4 OF SECTION 22, T.10N., R.06E. OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHERN-MOST CORNER OF LOT 1 OF WATERFRONT ESTATES; THENCE ON THE SOUTHEASTERLY LINE OF SAID LOT 1, N44°44'09"E A DISTANCE OF 33.72 FEET; THENCE N12°10'12"E A DISTANCE OF 62.34 FEET; THENCE N23°45'07"E A DISTANCE OF 1.41 FEET TO THE WEST LINE OF SAID OUTLOT A, AND THE POINT OF BEGINNING; THENCE CONTINUING, N23°45'07"E A DISTANCE OF 53.18 FEET TO THE NORTH LINE OF SAID OUTLOT A; THENCE ON THE NORTH LINE OF SAID OUTLOT A, N71°39'46"E A DISTANCE OF 13.48 FEET; THENCE S23°45'07"W A DISTANCE OF 62.61 FEET; THENCE S12°10'12"W A DISTANCE OF 17.96 FEET TO THE WEST LINE OF SAID OUTLOT A; THENCE ON THE WEST LINE OF SAID OUTLOT A, N13°20'26"W A DISTANCE OF 22.56 FEET TO THE POINT OF BEGINNING.

SAID INGRESS/EGRESS EASEMENT CONTAINS 666.08 SQUARE FEET.



LAND SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY THE UNDERSIGNED, THAT THE SURVEY WAS DONE ON THE GROUND IN ACCORDANCE WITH THE MOST RECENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AS SET FORTH BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR REGISTERED LAND SURVEYORS AND THAT THE ACCURACY SPECIFICATION AND POSITION TOLERANCE ARE IN ACCORDANCE WITH RURAL AREA SURVEYS.

DATE: 10/01/21
Paul Catlett
 PAUL A. CATLETT



LEGEND

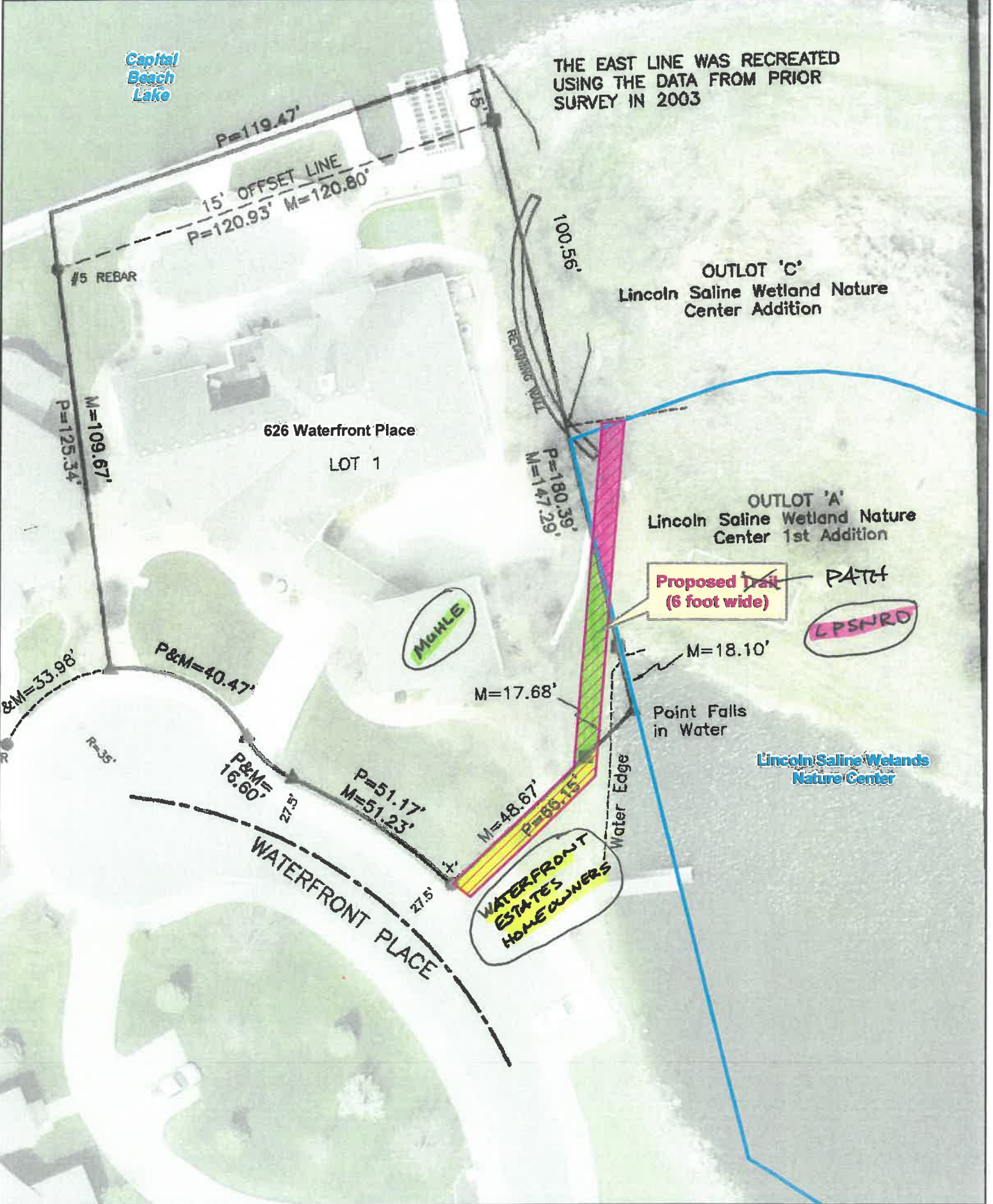
- ▲ - SET SURVEY POINT AS INDICATED
- - FOUND SURVEY POINT AS INDICATED
- - CALCULATED SURVEY POINT
- CTP - CRIMPED TOP PIPE
- OTPO - OPEN TOP PIPE
- M - MEASURED DISTANCE
- C - CALCULATED DISTANCE
- P - PLAT DISTANCE
- R - RECORDED DISTANCE
- BOUNDARY LINE

CATLETT LAND SURVEYING
 Bennet, Nebraska
 Cell: 402.217.5816 Fax: 402.782.9901
 tcatlett@catlettsurveying.com



Drawn By: PC/AK
 Checked By: TC/PC
 Crew: AK/JS
 Date: 10/01/2021
 Job #: 2021-092
 Scale: 1" = 40'
 Sheet 1 of 1

DRAFT - Capital Beach Proposed Boardwalk Trail Location @ 626 Waterfront Place and Lincoln Saline Wetlands Nature Center





DRAFT - Capital Beach Proposed Boardwalk Trail Location @ 626 Waterfront Place and Lincoln Saline Wetlands Nature Center





October 8, 2021

Lower Platte South Natural Resources District
Attn: Paul Zillig
3125 Portia St
Lincoln, NE 68521

Re: Oak Creek Trail Repairs
Valpariso, NE
Olsson Project No. 019-35140

Dear Mr. Zillig:

Bids were received on September 27, 2021, for the above referenced project. This letter is prepared to summarize the bids received and provide our recommendations for making an award on the project. A bid tabulation has been prepared for the project and is attached for your reference.

A total of three (3) bids were opened for the project, and the apparent low was submitted by High Plains Enterprises located in Martell, NE for \$228,070.00.

Since this Contractor has been considered a responsive and responsible bidder, it is our recommendation that an award should be made to High Plains Enterprises for \$228,070.00.

Please feel free to contact us with any additional questions that you may have.

Sincerely,

A handwritten signature in blue ink that reads "Brian Schuele". The signature is written in a cursive style.

Brian Schuele, PE

enc: Bid Tabulation

cc: File



LPSNRD OAK CREEK TRAIL REPAIRS - 2021
Valparaiso, Nebraska

Bid Date
 Monday, September 27, 2021

Olsson Project No.
 019-35140

CONTRACTOR				High Plains Enterprises Martell, NE		Gana Trucking & Excavating Martell, NE		HR Bookstrom Lincoln, NE	
ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
1	Mobilization	LS	1	\$ 16,900.00	\$ 16,900.00	\$ 21,716.64	\$ 21,716.64	\$ 35,000.00	\$ 35,000.00
2	Clearing & Grubbing	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 4,806.25	\$ 4,806.25	\$ 60,000.00	\$ 60,000.00
3	Remove Existing Tree	EA	25	\$ 500.00	\$ 12,500.00	\$ 640.83	\$ 16,020.75	\$ 550,000.00	\$ 13,750.00
4	Remove & Stockpile Trail Surfacing	SY	411	\$ 5.00	\$ 2,055.00	\$ 2.37	\$ 974.07	\$ 5,000.00	\$ 2,055.00
5	Excavation and Export	CY	4,303	\$ 15.00	\$ 64,545.00	\$ 12.97	\$ 55,809.91	\$ 20,000.00	\$ 86,060.00
6	Excavation and Disposal	CY	1,020	\$ 55.00	\$ 56,100.00	\$ 54.79	\$ 55,885.80	\$ 90,000.00	\$ 91,800.00
7	Earth Fill Embankment	CY	450	\$ 15.00	\$ 6,750.00	\$ 12.50	\$ 5,625.00	\$ 30,000.00	\$ 13,500.00
8	Topsoil Import and Placement	CY	250	\$ 25.00	\$ 6,250.00	\$ 58.80	\$ 14,700.00	\$ 50,000.00	\$ 12,500.00
9	Riprap, NDOT Type 'B'	TN	457	\$ 90.00	\$ 41,130.00	\$ 129.20	\$ 59,044.40	\$ 95,000.00	\$ 43,415.00
10	Slope Wattle	LF	470	\$ 7.00	\$ 3,290.00	\$ 4.68	\$ 2,199.60	\$ 5,000.00	\$ 2,350.00
11	Limestone Screenings, Martin Marietta – Product #0965	SY	425	\$ 10.00	\$ 4,250.00	\$ 12.20	\$ 5,185.00	\$ 60,000.00	\$ 25,500.00
12	Hydroseeding	SY	1,650	\$ 2.00	\$ 3,300.00	\$ 1.43	\$ 2,359.50	\$ 5,500.00	\$ 9,075.00
13	Erosion Control Blanket (if needed)	SY	200	\$ 5.00	\$ 1,000.00	\$ 2.75	\$ 550.00	\$ 5,000.00	\$ 1,000.00
TOTAL IMPROVEMENTS					\$ 228,070.00		\$ 244,876.92		\$ 396,005.00

Estimated Start Date Substantial Completion On or Before Final Completion on or Before 5% Bond Addendum Notes	YES YES	YES YES	YES YES <i>Proposal Form was submitted separately from the bid form with a different amount</i>
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LETTER AGREEMENT AMENDMENT #2

October 8, 2021

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated October 30, 2019 between Lower Platte South NRD ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Oak Creek Trail approximately 1 mile west of Valparaiso.

Project Description: Construction services for bank stabilization along trail.

SCOPE OF SERVICES

Olsson will furnish Project Management, Construction Management, On-site Field, Project Close-Out, and Environmental Services during the construction phase of the Oak Creek Trail Bank Stabilization project. By performing the services, no authority or responsibility is assumed to supervise, direct, or control the Contractor's work or the Contractor's means, method, techniques, or procedures of construction. Olsson shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to the Contractor furnishing and performing the work. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. These services shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance with the drawings and specifications.

The construction duration is estimated at **65** working days, with approximately **25** days of active construction observation required.

Project and Construction Management

Olsson shall perform the following general project management services:

- Olsson will provide monthly progress reports and invoices, showing percent of work completed for each task to the Client and manage the project budget.

Olsson shall furnish a Construction Administrator to manage and oversee the construction work, develop and maintain project documents and reporting procedures and respond to contract related questions or changes in conditions that may be encountered. Olsson shall perform the following construction administration services:

- Olsson will review and process the Contractor's monthly payment requests, and forward to the Client for payment.

- Olsson will coordinate the preparation of any change orders that are agreed to by the contract parties. Documentation to support the basis for the claim will be developed, as well as justification for change to the contract price. Olsson will review all change orders to ensure that the Client's interests have been protected in the proceedings, and all change order requests will be discussed with the Client before they are developed in final form.
- Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
- Olsson will set up and maintain appropriate project files related to the project. Included in the project file shall be all project correspondence, work change directives, change orders, meeting minutes, request for information, material certifications, test reports and project schedules.

Construction Inspection and Testing

Construction Observation and Reporting

Olsson will observe the Contractor's work and perform the services listed below. Olsson shall not have the responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of Olsson. This service shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

- Olsson shall conduct site visits to perform field observation of the general progress of the work to assist in determining if the work is proceeding in general accordance with the plans and specifications. All discrepancies will be reported to the Client and Contractor. The anticipated site visits include:
 - Embankment and Trail Construction – Varied-Time observation and material testing for embankment and grading construction.
- Olsson will complete weekly field construction reports containing a summary of the Contractor's progress, general conditions of the work, problems & resolutions or proposed resolutions and installed quantities.
- Project Documentation: Compile documentation to support the basis of all Requests For Information (RFI), Field Orders, Work Change Directives, and Change Orders.
- Pay Requests: Verify quantities of stored materials and completed work. Prepare and process payment requests based on field verifications of quantities requested by the Contractor.
- Liaison: Serve as Construction Administrators liaison with contractor, working principally through contractor's superintendent and assist Contractors in understanding the intent of the contract documents.
- Review of Work, Rejection of Defective Work, Observations and Tests: Conduct on-site observations of the Work in progress. Report to Construction Administrator whenever Field Observer believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any governing agency, test or approval required to be made; and advise Construction Administrator of work that Field Observer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, or approval.

- **Modifications:** Consider and evaluate Contractor's suggestions for modifications to the Plans and Specifications and report with Field Observer's recommendations to Construction Administrator. Transmit to Contractor decisions as issued by the Construction Administrator.

Materials and Other Testing

Olsson shall provide materials testing and other testing as required for construction of the project. This would include concrete testing for new pavement, compaction testing for pavement subgrade construction, and compaction testing for trench backfill and backfill at structures. Final quantities and frequency of testing will be dependent on the construction schedule, but the hourly rate and unit prices proposed will remain the same for the duration of the project.

- Olsson will obtain samples of backfill material for standard Proctor and Atterberg limits testing. Field moisture-density tests will be performed in backfill placed within segments of the project. We have assumed the following number of Proctors and Atterbergs required for testing of soil to be used as backfill:
 - On-site material – (2) EA Standard Proctors
 - On-site material – (2) EA Atterberg Limits
- **Reporting:** Olsson field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Field reports will be reviewed by our Construction Manager and summarized in letters transmitted to the Client and General Contractor. Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein.

Post Construction Services

Substantial Completion

Olsson will conduct a walk-through of the project. A "punch list" of deficiencies will be prepared and distributed, which will indicate what is necessary for the Contractor to achieve Final Completion of the project.

Project Closeout / Final Quantities

Provide written documentation concerning final completion, final quantities and payment to the Contractor and the Owner, including a list of outstanding items, if any, to be completed prior to the making of such payment.

Final Completion

Olsson will conduct a final walk-through of the project with the Contractor and Owner to determine that all items on the "punch list" were addressed, and that the Contractor has achieved final completion of the project

Record Drawings

Olsson will prepare record drawings, based on contractors' "red lines" and site observation. This information will be combined and one set of redlined record drawings in PDF format will be provided to the Client at the completion of the project.

Special Waste Disposal Authorization Permit

Olsson will coordinate with landfill to submit special waste disposal authorization permits for the disposal of contaminated soil. Client will sign documentation as waste generator.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Task	Description	Fee Type	Fee
Phase 400 – Construction Phase Services			
400100	Construction Phase Services	TMNTE	\$15,500.00
Total			\$15,500.00

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Brian Schuele, PE

By 
Eric Beiermann

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

LOWER PLATTE SOUTH NRD

By _____
Signature

Printed Name _____

Title _____

Dated: _____

INTERLOCAL AGREEMENT FOR OBTAINING SEEDLING TREES AND SHRUBS

BETWEEN

**PARTICIPATING NATURAL RESOURCES DISTRICTS AND THE NEBRASKA
ASSOCIATION OF RESOURCES DISTRICTS**

This Interlocal Agreement (“Agreement”) initially made and entered into effective September 25, 2001, by and between the undersigned participating natural resources districts (“participating NRDs”), political subdivisions of the State of Nebraska and the Nebraska Association of Resources Districts (“NARD”) is hereby modified and extended as of the Effective Date of October 1, 2021.

WITNESSETH:

RECITALS

A. Participating NRDs are public agencies within the meaning of the Interlocal Cooperation Act, *Neb. Rev. Stat.* §§ 13-801 to 13-827 and also have the authority pursuant to *Neb. Rev. Stat.* § 2-3235 to cooperate with or to enter into agreement with any cooperator, any agency, governmental or otherwise, or any owner or occupier of lands within the district for the carrying out of projects for the benefit of the district as authorized by sections 2-3201 to 2-3257 and 2-32,109 to 2-32,114.

B. Among the purposes of natural resources districts, are erosion prevention and control, soil conservation and forestry and range management.

C. The NARD was created for the purpose of, among others, providing services to member natural resources districts throughout the State of Nebraska. By the execution of the Acceptance and Approval of this Agreement, the NARD agrees to act on behalf of the participating NRDs as provided for herein.

D. The NARD intends to enter into an agreement with the USDA Forest Service (“Forest Service”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, for the benefit of participating NRDs, which provides, among other things, for the NARD to acquire seedling trees and shrubs for distribution throughout the State of Nebraska.

E. Participating NRDs, pursuant to this Agreement, desire to designate the NARD its agent to act on their behalf with respect to the acquisition, payment and distribution of the seedling trees and shrubs which NARD intends to acquire pursuant to the agreement with Forest Service attached as Exhibit “A”.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the NARD and the participating NRDs agree as follows:

1. Each participating NRD designates the NARD its agent to act on their behalf for the purposes of acquiring trees and shrubs from the Forest Service and agrees to order, pay for, and accept delivery of the seedling trees and shrubs obtained by the NARD from the Forest Service, in accordance with the provisions of this Agreement.

2. The NARD, by accepting the designation as the agent of the participating NRDs, agrees to act on behalf of participating NRDs to acquire seedling trees and shrubs from the Forest Service pursuant to the agreement between the Forest Service and the NARD attached as Exhibit "A", and the provisions of this Agreement.

3. By October 1 of each year, the NARD and/or the Forest Service in cooperation with NARD will send each participating NRD firm prices and inventories for seedlings that will be harvested the following spring. If participating NRDs order more seedlings than are available, NARD agrees to allocate proportionally among participating NRDs the seedlings that are available based on the amounts ordered by participating NRDs. The NARD and/or the Forest Service in cooperation with the NARD agree to confirm the orders of participating NRDs for seedlings by November 15 of each year.

4. A form for ordering seedling trees and shrubs is attached hereto as Exhibit "B", and each participating NRD agrees to complete and deliver such order to the Forest Service by November 1st of each year. The information on each form may be changed and adjusted after it has been received by the NARD and/or the Forest Service in cooperation with the NARD until March 1 of each year. Between February 1 and April 1, orders may be increased but not decreased. After April 1, no changes or adjustments to orders will be accepted by NARD. After April 1, participating NRDs may purchase additional seedlings directly from the Forest Service, if available.

5. The Forest Service, pursuant to its agreement with the NARD, has agreed to cut, dig, lift, transport to packing shed, grade, prepare for shipping and place the seedlings in cold storage in as short a timeframe as possible, prior to May 1 of each year, weather permitting. The NARD may provide an individual to monitor the quality of seedlings that are transported, stored, handled and shipped prior to leaving the Nursery.

6. Each participating NRD agrees to pay the NARD on or before June 15 of each year for the seedling trees and shrubs that it has ordered. If the NARD provides an individual to monitor the quality of the seedlings, the participating NRDs agree to share the cost of such individual by paying the NARD each participating NRDs' proportionate share of such cost. Participating NRDs agree to pay the NARD any additional charges that the NARD Board of Directors determines to be reasonable and necessary, including but not limited to administrative and marketing charges not to exceed 3 cents/per seedling. In addition, participating NRDs agree to pay the NARD a late fee, the amount to be determined by the NARD Board of Directors, in the event participating NRDs do not pay by June 15 of each year.

7. This agreement may be executed at different times and places, and in one or more separate counterparts by the NARD and each participating NRD, all of which collectively shall constitute one Agreement, and the parties hereto may rely on facsimile or electronic copies of signatures for the purposes of final execution, and upon execution the NARD and each NRD is bound by the agreement of the Effective Date.

8. The NARD will be bound as the designated agent for the participating NRDs by executing the Acceptance and Approval at the end of this Agreement.

9. This agreement will continue in full force and effect from the Effective Date until September 30, 2024 at which time the agreement between NARD and U.S. Forest Service expires, unless this Agreement is terminated sooner or extended by the written agreement of the participating NRDs and Accepted and Approved by the NARD.

IN WITNESS WHEREOF, the NARD and participating NRDs have executed this Agreement on the date shown opposite their signatures.

Dated _____, 2021

NATURAL RESOURCES
DISTRICT, a political subdivision of the State of Nebraska,

By: _____
Authorized Representative

ACCEPTED AND APPROVED:

Dated September 28, 2021

NEBRASKA ASSOCIATION OF RESOURCES
DISTRICTS,

By: 

Dean Edson, NARD Executive Director

**SALES AGREEMENT
(NARD Exhibit A)
Between
USDA FOREST SERVICE
NEBRASKA NATIONAL FOREST, BESSEY NURSERY
and the
NEBRASKA ASSOCIATION OF RESOURCES DISTRICTS**

THIS SALES AGREEMENT is hereby entered into by and between the USDA Forest Service, Nebraska National Forest, hereinafter referred to as the Forest Service, and the Nebraska Association of Natural Resources Districts, hereinafter referred to as the NARD under the provisions of Section 9 of the Granger-Thye Act of April 24, 1950. This sales Agreement supersedes the Memorandum of Understanding dated July 17, 1978, and updates the October 2001, October 2006, October 2009, October 2012, October 2015, and October 2018 agreements and all amendments thereof.

A. PURPOSE:

To provide tree and shrub seedlings to the NARD to be used for the purpose of establishing forests, woodlots, windbreaks, and wildlife areas throughout the State of Nebraska.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS.

The Forest Service is authorized to sell forest tree and shrub seed and nursery stock to the NARD at rates not less than the actual or estimated costs of producing such seed or nursery stock per Section 9 of Granger-Thye Act of April 24, 1950.

The NARD is a subdivision of local government and is responsible for the collection of fees incurred by the Natural Resources Districts during their participation in the Conservation Tree Program. The NARD is acting on behalf of its participating members in accordance with the Interlocal Agreement for Obtaining Seedling Trees and Shrubs between the NARD and its Participating Members dated October 1, 2015.

The Forest Service and the NARD have a mutual interest and responsibility to maintain, develop and distribute tree and shrub seedlings for the best interest of the people of Nebraska and the Nation.

C. FOREST SERVICE SHALL:

1. Grow from seed or asexually propagate at the Bessey Nursery tree and shrub seedlings produced for distribution and/or experiments of the species grown from native or approved seed sources where appropriate and available for the species variety in quantities as is determined through historical sowing records.
2. Furnish annually, by October 1, a firm price and inventory for seedlings to be provided the following spring. The price, per thousand, will be by seedling age class and will be based on the most recent production costs of the seedlings on inventory and weekly status report of lifting, packing, sowing or crop condition.

3. Maintain a current inventory of all species throughout the ordering and distribution period and accept changes to the initial order from various NRDs for that period. No order cancellations accepted after February 15th. No cancellations will be accepted for any allocated species.
4. Annually, upon delivery of seedlings, billings will be prepared and mailed to:
Nebraska Association of Resources Districts
8100 South 15th ST SUITE B
Lincoln, NE 68512
5. Deposit all cash funds received under the terms of this Agreement to the nursery Working Capital Fund (WCF.)
6. Harvest, transport to packing shed, grade, prepare for shipping and place seedlings in cold storage in as short a timeframe as possible (prior to May 1; weather permitting) and to supply all required supervision, personnel and equipment for this work.
7. Adhere to tree and shrub grading standards as established in Attachment 1 - Grading Standards, unless changes are previously agreed to.

D. THE NARD SHALL:

1. If requested, provide the Forest Service with sowing requests; noting the number of seedlings by species, variety and desired seed source no later than July 15. The minimum number of seedlings to be grown of any one species is five thousand.
2. All small Container seedling requests must be to the nursery by October 1st to the nursery. Production will occur the following February and seedling will be ready that fall. Seedlings will be extracted and boxed November of that year, frozen, and shipped the following spring. Boxes will contain 300seedlings/box or the requested amount under the 300 limit. Minimum specifications are 3mm caliper and 3" in height. Standard Container size is Styro-block 112's. All container requests must have a completed sowing request and the requests are contracts for the purchase of requested seedlings.
3. Be charged in accordance with the annually established fees as attached for special projects such as transplanting, administrative studies, special grading, etc. (Attachment 2 – Special Project Fees).
4. Monitor the quality of seedlings transported, stored, handled, and how shipped prior to leaving the Nursery. The NARD may provide an individual(s) to monitor such activities.
5. Make payment to the Forest Service for all trees and shrub seedlings provided which meet the grading standards (Attachment 1 - Grading Standards). Payment will be made at the price provided in Item C2 above.
6. Review annually established grading standards and negotiate any recommended changes with the Forest Service. Changes to the standards will apply to tree and shrub seedlings to be introduced at the next planting season.

7. Provide the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.
8. The cooperator shall furnish their tax identification number upon execution of this instrument.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY BOTH PARTIES THAT:

1. Seedlings grown at the request and specifically for the NARD will not be considered as grown for speculative distribution by the nursery. Payment will be made by the NARD for the number of seedlings meeting specs for those requested seedlings. If the NARD does not need all of the requested seedlings, they may request the Forest Service try to sell them to other customers at a time of the NARD's choice.
2. Seedlings grown as a speculative crop using historical sowing records that are in excess of the initial NRDs' orders may be sold after the receipt of the initial NRDs' orders starting on November 15.
3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
4. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Cooperator Contacts

Dean E. Edson
 Executive Director
 Nebraska Association of Resources
 Districts
 8100 South 15th ST. Suite B
 Lincoln, NE 68512
 Phone: (402) 471-7674
 Fax: (402)471-7677
 E-Mail: dedson@nrdnet.org

Dustin Wilcox
 Director of Programs & Partnerships
 Nebraska Association of Resources
 Districts
 8100 South 15th ST. Suite B
 Lincoln, NE 68512
 Phone: (402) 471-7673
 Fax: (402) 471-7677
 Cell: (402) 533-9530
 E-Mail: dwilcox@nrdnet.org

Forest Service Contact
 Richard Gilbert
 Nursery Manager
 Nebraska National Forest, Bessey Nursery

Forest Service Administrative Contact
 Cole Seeley
 Program Specialist
 Nebraska National Forest, Bessey Nursery

40637 River Loop
P.O. Box 39
Halsey, NE 69142
Phone: (308) 533-8117
Fax: (308) 533-2310
E-Mail: regilbert@fs.fed.us

40637 River Loop
P.O. Box 39
Halsey, NE 69142
Phone: (308) 533-8105
Fax: (308) 533-2310
E-Mail: cseeley@fs.fed.us

5. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.
6. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.
7. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
8. COMPLETION DATE. This instrument is executed as of the last date shown below and expires on September 30, 2024 at which time it will be subject to review, renewal, or expiration.

THE PARTIES HERETO have executed this agreement.

NEBRASKA ASSOCIATION OF
RESOURCE DISTRICTS

USDA FOREST SERVICE
NEBRASKA NATIONAL FOREST



DEAN E. EDSON
DATE 9-29-2021
Executive Director



RICHARD GILBERT
DATE 9/29/21
Nursery Manager

ATTACHMENT 1
GRADING STANDARDS and QUALITY CONTROL MEASURES

A. Conifer nursery stock to be sold to the Natural Resources Districts will:

1. Be dormant at the time of lifting and grading.
2. Have viable well-formed terminal buds.
3. Be free of insects and disease damage.
4. Have a straight root system (no "J" roots) with minimum root-bark stripping.
5. Have a well-formed, fibrous root system.

SPECIFIC CONIFER GRADING STANDARDS BY SPECIES¹

SPECIES	MIN. TOP HEIGHT (INCHES)	MIN. CALIPER		TOP/ROOT RATIO (BY WEIGHT)		MIN. ROOT LENGTH (INCHES)
		INCHES	MM	MIN	MAX	
<i>Juniperus virginiana</i>	8	4/32	3	1:1	4:1	8
<i>Juniperus scopulorum</i>	8	4/32	3	1:1	4:1	8
<i>Pinus nigra</i>	6	6/32	5	1:1	4:1	8
<i>Pinus sylvestris</i>	6	6/32	5	1:1	4:1	8
<i>Pinus ponderosa</i>	8	6/32	5	1:1	4:1	8
<i>Pinus banksiana</i>	8	6/32	5	1:1	4:1	8
<i>Picea pungens</i>	6	4/32	4	1:1	4:1	8
<i>Picea glauca</i>	6	4/32	3	1:1	4:1	8

¹ Tentative standards will be set for new species as requested. Final grading standards will be negotiated by the principle contacts after the third shipping season of that species.

B. All hardwood trees and shrubs will be 12 inches in height except oaks, which will be 8 inches. Root length of hardwood will be 10 inches for all species.

C. The USFS will perform Root Growth Potential (RGP), Plant Moisture Stress (PMS), and out planting tests in order to determine stock viability and condition for all conifer seedlings.

ATTACHMENT 2 – SPECIAL SERVICES CHARGES – BESSEY NURSERY

SERVICES

COST

Lift and Pack

Double Grading (at the request of the NARD)

Basic Cost/M + 25%

Special Root Prune (entire lot)

Basic Cost + 23%

Shipping and Distribution

Shipping via Rate Tender Agreement

Actual cost per mile according to current Bessey Nursery seedling shipment contract price

Seedling Tests

*RGP Tests

\$75.00 per test

Out planting Survival Test

\$65.00 per seed lot

* The Nursery would cover the costs of these tests where both parties benefit.



TO: Isis Stark / The Nature Conservancy
FROM: Lori Weigel & Kathryn Hahne / New Bridge Strategy
DATE: September 17, 2021
RE: Nebraska Statewide Survey Research Proposal

We appreciate the opportunity to provide this proposal to The Nature Conservancy. We have a long history of conducting research to demonstrate public support for funds like the Nebraska Environmental Trust Fund. We are happy to modify the proposed survey plan to meet your budget and goals.

RESEARCH DESIGN & BUDGET

The survey would be conducted among registered voters throughout Nebraska. We recommend a minimum sample size of 500, which will provide a margin of error of plus or minus 4.9 percent at the 95 percent confidence level for responses reporting the full sample. This provides adequate interviews to examine many key demographic and partisan sub-groups. We are providing pricing for a phone-only survey and mixed-mode methodology options.

A mixed-mode methodology provides respondents with a means to be interviewed without answering a telephone call. We typically begin with an email invitation and allow responses for a few days, before initiating phone interviewing. Phone interviewing for the survey will be administered by our professional call center over approximately four evenings or weekend days. We have well-established procedures to supervise the interviewing process and to verify that interviews are conducted according to specifications. Among these procedures are the monitoring of actual interviews by on-site supervisors, identification of each interview by interviewer, and the use of a regularly employed staff of professional, full time interviewers. There is an established protocol for callbacks of busy or "not-at-home" numbers designed specifically to maintain the randomness of interviewee selection.

Quotas would be set for key variables such as age, gender, and region. Minimal weighting is applied to the data in an effort to ensure that the final data reflects the true composition of the target population.

Response data will be analyzed by our data processing department. We employ a data-checking and editing system to eliminate errors and document the handling of data received from the interviewers. To this end, our data processing department will apply academically supported best practices in our processing of the data collected from landline, cell phones and online interviews. The day after interviewing has been completed, we will e-mail the client representatives "topline" results of the survey. These results will present the overall percentage of respondents that chose each answer to each of the survey's questions.

Within two days, we will provide a comprehensive set of cross-tabulated results. The cross-tabulated results will include a table for each question or demographic variable in the survey, with a series of up to 150 columns indicating how various subgroups of the electorate responded to that question. The cross-tabulated results will make it possible to detect differences in responses to each survey question among different subsets of the electorate: for example, it will be possible to compare men and women; residents

under age 50 and age 50 and over; Democrats, Republicans, and independents; and many more subgroups of the electorate both demographically and attitudinally.

The survey questionnaire will be designed at a length of 15 minutes (approximately 35-40 questions) or 18 minutes (approximately 45-50 questions), including demographics. Please note that we may ask certain question, particularly open-ended or more complex questions only online if the mixed mode methodology is chosen in order to keep the survey to the budgeted length.

Sample Size	15 minutes	18 minutes
N=500 Phone/Online Interviews	\$34,000	\$38,000
N=500 Phone Interviews	\$39,500	\$44,500

SURVEY DELIVERABLES

Upon conclusion of the research, the client will have received from our firm all of the documents listed below:

- **Topline survey results** (the survey questionnaire with response percentages for each response code);
- **Cross-tabulated results** (responses to all survey questions segmented by demographic, geographic, attitudinal and behavioral subgroups of the electorate);
- **Verbatim responses to open-ended questions** (including demographic attributes of each respondent);
- **PowerPoint presentation of key findings** (color slides constituting the comprehensive analysis of the data, and also including conclusions and strategic recommendations);
- **Executive summary memo**, appropriate for public release or sharing with key decision-makers, if so desired.

We will also provide:

- **Presentation of the data via webinar**; and,
- **Ongoing consultation and strategic advice** (We will remain available to provide ongoing strategic advice and consultation at no extra cost).

CONCLUSION

Thank you again for the opportunity to provide a proposal for this important project. We look forward to the possibility of working with you. Should you have any questions, or wish to discuss further, please contact Lori Weigel (lori@newbridgestrategy.com).

City of Lincoln/Airport Authority Property?
Adjacent to Arnold School & Oberg Property
17 acres

A site visit was conducted on 10/7/21 noting common species including elm, honey locust, red cedar, coral berry, common milkweed, ground cherry, cudweed sagewort, red clover, sweet clover, scribners panicum, sideoats gramma, big & little bluestem, switch grass, Indian grass, smooth brome grass.

The attached pictures give different perspectives of the property and the amount of woody invasive species encroachment. Didn't see very much smooth brome invasion or native cool season grasses. Very typical native warm season tallgrass stand.









