



**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: September 12, 2023  
 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, September 11, 2023, at 6:12 p.m., the Recreation, Forestry and Wildlife subcommittee met in the Small Conference Room. Subcommittee members present; Anthony Schutz – Chair, Gary Hellerich, Christine Lamberty, Don Jacobson, John Yoakum, and Ray Stevens. Other attendees Mike Sousek, David Potter, Ariana Kennedy, and Will Inselman.

The first item on the agenda was the MoPac/Homestead Trail bank stabilization project. There are five locations on Homestead Trail (3) and Mopac Trail (2) for this project. These projects were grouped together due to their similarities in work and the need for Section 404 permits. Homestead Trail has two areas for bank stabilization work and gabion baskets, Bridge #11 will require bank stabilization, channel realignment, and rip rap. MoPac Trail has one site in need of bank stabilization and gabion baskets, as well as a failing culvert to be removed and replaced. Five (5) bids were received and opened on Thursday, September 7. Gana Trucking & Excavating had the low bid of \$470,330.13. Olsson is the engineer on the project and recommends Gana Trucking & Excavating be awarded the project. Olsson’s letter, bid tab, and two maps showing the locations of the project are attached to this memo. The project is expected to be completed this winter.

**It was moved by Stevens and seconded by Yoakum and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the low bid from Gana Trucking & Excavating in the amount of \$470,330.13 for the MoPac Trail and Homestead Trail bank stabilization project.**

Contractor	Bid Amount
Gana Trucking and Excavation	\$470,330.13
Van Dorn Valley Construction, LLC	\$559,694.00
MC Wells	\$736,410.00
Nebraska Digging Services, LLC	\$998,814.55
HR Bookstrom	\$1,600,713.00

Second on the agenda was the Red Cedar Wildlife Management Area (WMA) grassland/oak savannah restoration project. Staff received bids to conduct ~29 acres of invasive tree removal, primarily eastern redcedar and autumn olive, on Red Cedar WMA. Some areas will remove other non-desirable hardwood species to create

an oak savannah extending from existing high quality oak woodlands. Bid packets were sent to six (6) contractors, but only one bid was received. That bid was for \$17,000.00 (\$586.20/acre) from Midwest Tree Cutters, Inc. Staff have worked with this company in the past and have had a very positive experience. Staff recommended accepting this bid. Director Hellerich wanted to add an additional area to the project to remove trees located below the east parking lot adjacent to the lake. This would open more shoreline area for angler access. Staff agreed that this would be a good idea and would work this out with the contractor.

**It was moved by Schutz and seconded by Jacobson and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the low bid from Midwest Tree Cutters, Inc. in the amount of \$17,000.00 for the Red Cedar WMA Grassland and Oak Woodland Restoration Project and an additional \$1,000 for additional tree removal at the site.**

<b>Contractor</b>	<b>Bid Amount</b>
Midwest Tree Cutters, Inc.	\$17,000.00
Uncle Loyd’s Tree Shearing	No Bid
MRT Sales and Service, LLC	No Bid
Bentzinger Pasture Clearing	No Bid
Cedar Wrangler Forestry Services	No Bid
Bohemian Lumberjack Company, LLC	No Bid

Third on the agenda was the memorandum of understanding (MOU) with the City of Lincoln to proceed with acquiring a conservation easement from Audubon on their newly acquired 310-acre property, formally known as the Boman property. Lower Platte South Natural Resources District (LPSNRD) and Lincoln Parks and Recreation had agreed to help fund the acquisition, and in return for their contributions, would receive a conservation easement on the new property at a value of \$700,000. This MOU would serve as the legal document to allow Lincoln Parks and Rec to transfer \$200,000 to LPSNRD to add to LPSNRDs commitment of \$500,000. This document serves as the conduit for the City’s funds to be transferred to LPSNRD for the purchase of the conservation easement.

**It was moved by Yoakum and seconded by Stevens and approved to recommend the Lower Platte South NRD Board of Directors approve the memorandum of understanding between the Lower Platte South NRD and the City of Lincoln for the purposes of acquiring a conservation easement from The National Audubon Society.**

**Motion Passed: 5-1 (Hellerich voting NO)**

Fourth on the agenda was a request by LPSNRD staff to begin the LPSNRD’s acquisition process to acquire a conservation easement on Audubon’s new 310-acre property that is adjacent to the north boundary of Spring Creek Prairie. This would allow staff to begin the LPSNRDs formal process for acquisition. LPSNRD and Lincoln Parks and Recreation have agreed to commit a combined total of \$700,000 towards this acquisition. The next steps would be to formalize the conservation easement language to initiate an appraisal.

**It was moved by Yoakum and seconded by Stevens and unanimously approved to recommend District staff to begin the conservation easement acquisition process with The National Audubon Society.**

Fifth on the agenda was a request from LPSNRD staff to begin the LPSNRD’s acquisition process to acquire a conservation easement on the Next to Nine Mile Prairie, LLC property in NW Lincoln. Staff have been in contact with the Oberg family for nearly a year and have completed an appraisal of the property. A few months ago, staff had applied for an NRCS grant to help offset the cost of the easement. The NRCS Agricultural Conservation Easement Program – Agricultural Land Easement (ACEP-ALE) program provides up to 50% cost-share on conservation easements. LPSNRD was successful in its application and was awarded 50% cost-share

(\$304,500.00) to purchase this conservation easement. Staff fielded questions on the value of the easement and questions on neighboring properties. Discussion was had on the future of this area for development and designation of this property in Lincoln's 2050 Comprehensive Plan.

**It was moved by Yoakum and seconded by Stevens and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the appraised value and authorize District staff to negotiate and acquire a conservation easement on the Next to Nine Mile Prairie, LLC. property.**

Sixth on the agenda was a request by the Lancaster County Engineering Department to purchase a permanent easement on LPSNRD's Honvlez Prairie property for the replacement of the bridge on SW 91<sup>st</sup> Street south of Denton. This area has received a lot of attention over the past few months regarding the bridge replacement and the future of SW 91<sup>st</sup> Street. At this time the County is proceeding with the bridge replacement and in order to do so will need access to our property to replace the bridge. The County has requested 0.48 acres to be purchased at a value of \$7,200 (90% of value at \$8,000/acre). The LPSNRD would receive \$3,511.00 from the County.

**It was moved by Hellerich and seconded by Jacobson and unanimously approved to authorize the General Manager to sign the Lancaster County Engineering Department Right-Of-Way Contract for the purchase of a permanent easement of 0.48 acres on the Honvlez Prairie to replace a bridge on SW 91st Street, pending legal counsel review.**

Last on the agenda were staff updates. Reports/updates: Strategic Air Command and Aerospace Museum trails plan assistance.

Meeting adjourned at 7:00 p.m.

PC: RF&W subcommittee file



September 7, 2023

Lower Platte South Natural Resources District  
Attn: Mike Sousek  
3125 Portia St  
Lincoln, NE 68521

Re: Homestead and MoPac Trail Bank Stabilization near Hickman and Elmwood, NE  
Olsson Project No. 019-14720

Dear Mr. Sousek:

Bids were received today, 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 five (5) bids were opened for the project, and the apparent low was submitted by Gana Trucking and Excavating located in Martell, NE for \$470,330.13.

Since this Contractor has been considered a responsive and responsible bidder, it is our recommendation that an award should be made to Gana Trucking and Excavating for \$470,330.13.

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 fluid and cursive.

Brian Schuele, PE

enc: Bid Tabulation

cc: File



**LPSNRD Homestead and MoPac Trail Bank Stabilization - 2023  
Hickman and Elmwood, Nebraska**

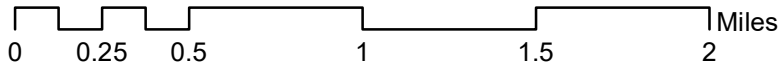
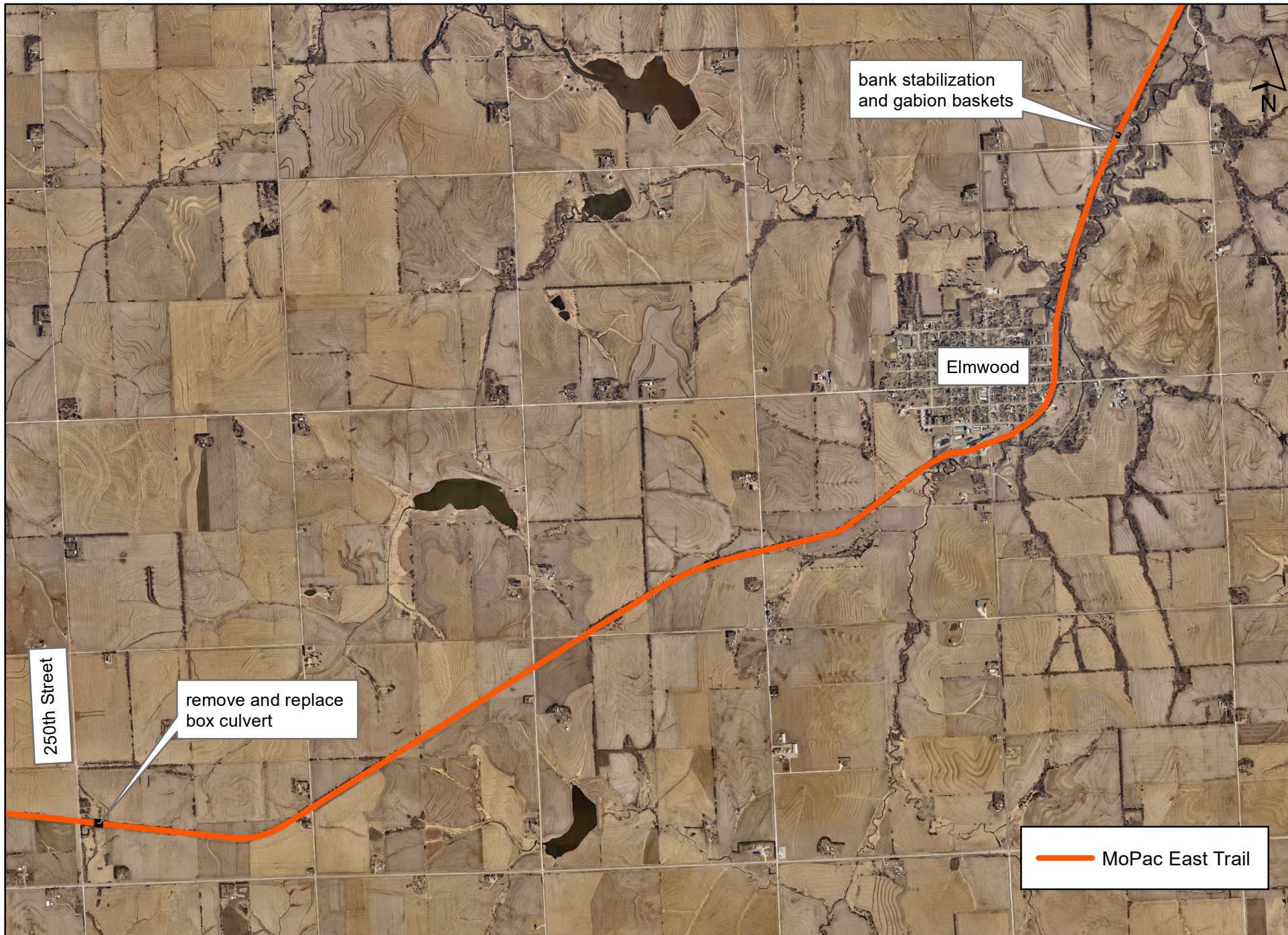
Bid Date  
Thursday, September 7, 2023

Olsson Project No.  
019-14720

CONTRACTOR				Gana Trucking & Excavation Martell, NE		Van Dorn Valley Construction, LLC Denton, NE		MC Wells Omaha, NE		Nebraska Digging Services, LLC Alvo, NE		HR Bookstrom Lincoln, NE	
ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
<b>Homestead Location 1</b>													
1	Mobilization	LS	1	\$ 2,874.86	\$ 2,874.86	\$ 10,000.00	\$ 10,000.00	\$ 22,000.00	\$ 22,000.00	\$ 7,500.00	\$ 7,500.00	\$ 50,000.00	\$ 50,000.00
2	Clearing and Grubbing	LS	1	\$ 855.00	\$ 855.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 16,500.00	\$ 16,500.00	\$ 20,000.00	\$ 20,000.00
3	Earthwork	LS	1	\$ 7,205.87	\$ 7,205.87	\$ 5,000.00	\$ 5,000.00	\$ 22,000.00	\$ 22,000.00	\$ 35,000.00	\$ 35,000.00	\$ 20,000.00	\$ 20,000.00
4	Remove Existing Tree	EA	6	\$ 875.33	\$ 5,251.98	\$ 500.00	\$ 3,000.00	\$ 1,500.00	\$ 9,000.00	\$ 850.00	\$ 5,100.00	\$ 2,000.00	\$ 12,000.00
5	PVC Coated Wire Gabion	CY	105	\$ 262.15	\$ 27,525.75	\$ 425.00	\$ 44,625.00	\$ 500.00	\$ 52,500.00	\$ 425.00	\$ 44,625.00	\$ 600.00	\$ 63,000.00
6	Topsoil Import & Placement	CY	16	\$ 106.13	\$ 1,698.08	\$ 50.00	\$ 800.00	\$ 85.00	\$ 1,360.00	\$ 100.00	\$ 1,600.00	\$ 60.00	\$ 960.00
7	Seeding & Hydromulch	SY	146	\$ 6.21	\$ 906.66	\$ 30.00	\$ 4,380.00	\$ 25.00	\$ 3,650.00	\$ 35.00	\$ 5,110.00	\$ 10.00	\$ 1,460.00
					<b>\$ 46,318.20</b>		<b>\$ 70,305.00</b>		<b>\$ 120,510.00</b>		<b>\$ 115,435.00</b>		<b>\$ 167,420.00</b>
<b>Homestead Location 2</b>													
8	Mobilization	LS	1	\$ 278.85	\$ 278.85	\$ 7,500.00	\$ 7,500.00	\$ 22,000.00	\$ 22,000.00	\$ 7,500.00	\$ 7,500.00	\$ 50,000.00	\$ 50,000.00
9	Clearing and Grubbing	LS	1	\$ 675.00	\$ 675.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 16,500.00	\$ 16,500.00	\$ 20,000.00	\$ 20,000.00
10	Earthwork	LS	1	\$ 3,335.28	\$ 3,335.28	\$ 4,000.00	\$ 4,000.00	\$ 22,000.00	\$ 22,000.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00
11	Remove Existing Tree	EA	2	\$ 1,342.00	\$ 2,684.00	\$ 500.00	\$ 1,000.00	\$ 3,600.00	\$ 7,200.00	\$ 850.00	\$ 1,700.00	\$ 2,000.00	\$ 4,000.00
12	PVC Coated Wire Gabion	CY	92	\$ 249.65	\$ 22,967.80	\$ 425.00	\$ 39,100.00	\$ 500.00	\$ 46,000.00	\$ 425.00	\$ 39,100.00	\$ 600.00	\$ 55,200.00
13	Topsoil Import & Placement	CY	12	\$ 106.13	\$ 1,273.56	\$ 50.00	\$ 600.00	\$ 85.00	\$ 1,020.00	\$ 100.00	\$ 1,200.00	\$ 60.00	\$ 720.00
14	Seeding & Hydromulch	SY	104	\$ 6.90	\$ 717.60	\$ 30.00	\$ 3,120.00	\$ 25.00	\$ 2,600.00	\$ 35.00	\$ 3,640.00	\$ 10.00	\$ 1,040.00
					<b>\$ 31,932.09</b>		<b>\$ 57,820.00</b>		<b>\$ 110,820.00</b>		<b>\$ 99,640.00</b>		<b>\$ 150,960.00</b>
<b>Homestead Location 3</b>													
15	Mobilization	LS	1	\$ 5,749.57	\$ 5,749.57	\$ 10,000.00	\$ 10,000.00	\$ 22,000.00	\$ 22,000.00	\$ 14,750.00	\$ 14,750.00	\$ 50,000.00	\$ 50,000.00
16	Clearing and Grubbing	LS	1	\$ 3,620.80	\$ 3,620.80	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 16,500.00	\$ 16,500.00	\$ 20,000.00	\$ 20,000.00
17	Earthwork	LS	1	\$ 43,899.19	\$ 43,899.19	\$ 17,500.00	\$ 17,500.00	\$ 22,000.00	\$ 22,000.00	\$ 65,000.00	\$ 65,000.00	\$ 2,000.00	\$ 2,000.00
18	Remove Existing Tree	EA	4	\$ 1,443.13	\$ 5,772.52	\$ 750.00	\$ 3,000.00	\$ 1,500.00	\$ 6,000.00	\$ 850.00	\$ 3,400.00	\$ 2,000.00	\$ 8,000.00
19	Riprap, NDOT Type B	TN	738	\$ 96.97	\$ 71,563.86	\$ 138.00	\$ 101,844.00	\$ 130.00	\$ 95,940.00	\$ 165.00	\$ 121,770.00	\$ 150.00	\$ 110,700.00
20	Topsoil Import & Placement	CY	70	\$ 68.63	\$ 4,804.10	\$ 50.00	\$ 3,500.00	\$ 85.00	\$ 5,950.00	\$ 100.00	\$ 7,000.00	\$ 60.00	\$ 4,200.00
21	Seeding & Hydromulch	SY	629	\$ 6.70	\$ 4,214.30	\$ 15.00	\$ 9,435.00	\$ 25.00	\$ 15,725.00	\$ 35.00	\$ 22,015.00	\$ 10.00	\$ 6,290.00
22	Slope Wattle	LF	434	\$ 5.50	\$ 2,387.00	\$ 7.50	\$ 3,255.00	\$ 7.50	\$ 3,255.00	\$ 6.95	\$ 3,016.30	\$ 12.00	\$ 5,208.00
					<b>\$ 142,011.34</b>		<b>\$ 158,534.00</b>		<b>\$ 180,870.00</b>		<b>\$ 253,451.30</b>		<b>\$ 206,398.00</b>
<b>MoPac Location 1</b>													
23	Mobilization	LS	1	\$ 2,595.80	\$ 2,595.80	\$ 10,000.00	\$ 10,000.00	\$ 22,000.00	\$ 22,000.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00
24	Clearing and Grubbing	LS	1	\$ 573.75	\$ 573.75	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 17,650.00	\$ 17,650.00	\$ 20,000.00	\$ 20,000.00
25	Earthwork	LS	1	\$ 6,761.02	\$ 6,761.02	\$ 5,000.00	\$ 5,000.00	\$ 22,000.00	\$ 22,000.00	\$ 39,500.00	\$ 39,500.00	\$ 20,000.00	\$ 20,000.00
26	Remove Existing Tree	EA	2	\$ 1,467.00	\$ 2,934.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 850.00	\$ 1,700.00	\$ 2,000.00	\$ 4,000.00
27	PVC Coated Wire Gabion	CY	62	\$ 282.26	\$ 17,500.12	\$ 450.00	\$ 27,900.00	\$ 500.00	\$ 31,000.00	\$ 425.00	\$ 26,350.00	\$ 600.00	\$ 37,200.00
28	Topsoil Import & Placement	CY	22	\$ 73.83	\$ 1,624.26	\$ 65.00	\$ 1,430.00	\$ 85.00	\$ 1,870.00	\$ 100.00	\$ 2,200.00	\$ 60.00	\$ 1,320.00
29	Seeding & Hydromulch	SY	198	\$ 6.42	\$ 1,271.16	\$ 30.00	\$ 5,940.00	\$ 25.00	\$ 4,950.00	\$ 35.00	\$ 6,930.00	\$ 10.00	\$ 1,980.00
					<b>\$ 33,260.11</b>		<b>\$ 54,270.00</b>		<b>\$ 94,820.00</b>		<b>\$ 104,330.00</b>		<b>\$ 134,500.00</b>
<b>MoPac Location 2</b>													
30	Mobilization	LS	1	\$ 17,278.73	\$ 17,278.73	\$ 35,000.00	\$ 35,000.00	\$ 22,000.00	\$ 22,000.00	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00
31	Clearing and Grubbing	LS	1	\$ 776.25	\$ 776.25	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 18,500.00	\$ 18,500.00	\$ 20,000.00	\$ 20,000.00
32	Earthwork	LS	1	\$ 23,943.20	\$ 23,943.20	\$ 27,500.00	\$ 27,500.00	\$ 22,000.00	\$ 22,000.00	\$ 75,000.00	\$ 75,000.00	\$ 20,000.00	\$ 20,000.00
33	Remove Existing Tree	EA	3	\$ 1,339.25	\$ 4,017.75	\$ 750.00	\$ 2,250.00	\$ 1,500.00	\$ 4,500.00	\$ 850.00	\$ 2,550.00	\$ 2,000.00	\$ 6,000.00
34	Remove Existing Box Culvert & VCP	EA	1	\$ 4,447.50	\$ 4,447.50	\$ 10,000.00	\$ 10,000.00	\$ 4,800.00	\$ 4,800.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00
35	Riprap, NDOT Type B	TN	82	\$ 104.54	\$ 8,572.28	\$ 100.00	\$ 8,200.00	\$ 180.00	\$ 14,760.00	\$ 210.00	\$ 17,220.00	\$ 150.00	\$ 12,300.00
36	Concrete Box Culvert	LF	55	\$ 1,808.72	\$ 99,479.60	\$ 1,250.00	\$ 68,750.00	\$ 1,800.00	\$ 99,000.00	\$ 3,250.00	\$ 178,750.00	\$ 13,500.00	\$ 742,500.00
37	Concrete Headwall and Wingwalls	EA	2	\$ 27,040.32	\$ 54,080.64	\$ 25,000.00	\$ 50,000.00	\$ 20,000.00	\$ 40,000.00	\$ 35,000.00	\$ 70,000.00	\$ 40,000.00	\$ 80,000.00
38	Limestone Screenings, Martin Marietta - Product #0965	SY	53	\$ 24.49	\$ 1,297.97	\$ 75.00	\$ 3,975.00	\$ 85.00	\$ 4,505.00	\$ 65.25	\$ 3,458.25	\$ 35.00	\$ 1,855.00
39	Topsoil Import & Placement	CY	25	\$ 52.83	\$ 1,320.75	\$ 50.00	\$ 1,250.00	\$ 85.00	\$ 2,125.00	\$ 100.00	\$ 2,500.00	\$ 60.00	\$ 1,500.00
40	Seeding & Hydromulch	SY	228	\$ 6.99	\$ 1,593.72	\$ 30.00	\$ 6,840.00	\$ 25.00	\$ 5,700.00	\$ 35.00	\$ 7,980.00	\$ 10.00	\$ 2,280.00
					<b>\$ 216,808.39</b>		<b>\$ 218,765.00</b>		<b>\$ 229,390.00</b>		<b>\$ 425,958.25</b>		<b>\$ 941,435.00</b>
<b>TOTAL BID</b>					<b>\$ 470,330.13</b>		<b>\$ 559,694.00</b>		<b>\$ 736,410.00</b>		<b>\$ 998,814.55</b>		<b>\$ 1,600,713.00</b>

<b>(5%) Bid Bond</b>	<b>5% Bond Included</b>	<b>5% Bond Included</b>	<b>5% Bond Included</b>	<b>5% Bond Included</b>	<b>5% Bond Included</b>
Addenda Acknowledged	Yes	Yes	Yes	Yes	Yes

# MoPac Trail bank stabilization and culvert replacement locations



# Homestead Trail bank stabilization locations



## **Red Cedar Wildlife Management Area Bid Specifications**

### **Lower Platte South Natural Resources District**

C/O: Will Inselman  
3125 Portia St  
Lincoln, NE 68521  
402-432-5727  
winselma@lpsnrd.org

**There are two units (Unit 1 and Unit 2; See map) to be cleared at the Red Cedar Wildlife Management Area, totaling 29 acres. The area is in SE ¼, Part of NE ¼ SW 1/4 Section 20 & Part of the N ½ NE ¼ Section 29, Township 14 North, Range 5 East, in Saunders County, approximately 7 miles northwest of Valparaiso, Nebraska.**

**Cutting Tree Species:** All trees and shrubs will be cleared from the defined units. The unit boundary will be defined by either mowing, flagging/marking, or geographical features (i.e., lake shoreline or wetland). Some desirable trees (i.e., oaks, walnuts, cottonwoods) may be left. Those trees will be identified and marked by NRD staff. Trees are mostly cedar with some deciduous trees and olive shrubs in grassland areas. There are a couple of previously planted tree and shrub belts within Unit 1 that will require removal. The work is all machine accessible. All woody plants will be cut at or near ground level.

**Cutting Sizes:** All trees and shrubs.

**Stacking:** All trees are to be stacked in tight piles, at least the size of two pickup trucks parked side-by-side. Piles will be at least 50' from fences, boundaries, and retained trees. The landowner is responsible for clearing any trees within fences, to be stacked by the contractor, ahead of contractor work.

**Chemical:** All cut stumps of deciduous trees and shrubs 2" DBH or larger are to be sprayed immediately with Pathway or equivalent herbicide. Spray must include dye so that treatment can be verified.

**Fences:** Trees that are physically within fences may be left, but it is the intention of this project to clear invasive trees adjacent to fences.

**Bid Due Date:** **By 4:00PM, September 7, 2023.** Please mail or email bids to Will Inselman at the address above. Please call or email if you have any questions. Contractors may also schedule a site visit with me before bidding or may visit the site on their own at any time. The selected contractor may access the site, within the defined cutting period as soon as the project is awarded. Since this is a public area, the contractor will provide one week notification prior to mobilization on site to allow for a public news release.

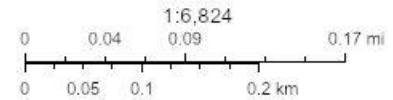
**Deadline for Completion:** Trees are to be cut and stacked between September 20, 2023 and April 30, 2024.



# Red Cedar WMA Tree Clearing Bid Map 2023



8/23/2023



Esri Community Maps Contributors, Nebraska Game & Parks Commission, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph.

Jerrel Roth  
(402) 641-2005



Ryan Roth  
(402) 641-6857

September 6, 2023

Lower Platte South Natural Resources District  
Red Cedar Wildlife Management Area

Will Inselman  
3125 Portia St.  
Lincoln, Ne 68521

BID: Unit 1 and Unit 2, Cutting, stacking and spraying trees on 29 acres in  
SE ¼, Part of NE 1/4SW ¼ Section 20 & Part of the N ½ NE ¼ section 29,  
Township 14 North, Range 5 East Saunders Co.  
\$17,000.00

Thank You,

Midwest Tree Cutters, Inc.

2601 Pioneers Rd Milford, NE 68405

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF LINCOLN AND  
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT  
TO ACQUIRE CONSERVATION EASEMENT  
FOR PRAIRIE CORRIDOR ON HAINES BRANCH PROJECT**

This Memorandum of Understanding (Agreement) is between the City of Lincoln, Nebraska (City), on behalf of Lincoln Parks & Recreation Department, and Lower Platte South Natural Resources District (NRD).

WHEREAS, the parties have collaborated at least since 2012 to implement the Prairie Corridor on Haines Branch Implementation Project (Project), including entering into interlocal cooperation agreements to further the Project, with the current interlocal agreement approved by Lincoln City Council Resolution No. A-90823 on December 18, 2017, in order to establish a prairie corridor and trail connection along the Haines Branch of Salt Creek from Pioneers Park to the Spring Creek Prairie Audubon Center;

WHEREAS, The National Audubon Society, who is the owner of the property known as the Spring Creek Prairie Audubon Center (SCPAC), has entered into a real estate purchase agreement to acquire property directly north of the SCPAC, legally described as:

Lots 6, 8, 13, and 14, Irregular Tracts in the Southeast Quarter (SE 1/4), and  
Lots 17 and 18, Irregular Tracts in the Southwest Quarter (SW 1/4), of  
Section 34, Township 9 North, Range 5 East of the 6th P.M., Lancaster  
County, Nebraska

(Property), which shall further advancement of the Project;

WHEREAS, Solidago Conservancy, a partner with both the City and the NRD, contributed financially to initially purchase the property and has agreed to sell the property to the National Audubon Society;

WHEREAS, the City and NRD in appreciation of the efforts of Solidago Conservancy, agrees to work with National Audubon Society to recognize the efforts of Solidago Conservancy and their contributions in the acquisition and protection of the (Boman) property.

WHEREAS, pursuant to sections 6(a) and 8 of the Agreement regarding financial assistance and acquisition of land and easements for the Project, the parties wish to cooperate to acquire a conservation easement on the Property, after The Audubon Society becomes the owner, in furtherance of the Project;

NOW, THEREFORE, it is mutually agreed between the parties to cooperate according to the terms and conditions as follows:

1. Conservation Easement. The parties agree to pay The National Audubon Society the amount of Seven Hundred Thousand Dollars (\$700,000.00) in order to secure a conservation easement that includes a clause granting the construction and maintenance of a trail on the Property. NRD shall be the holder of the easement. NRD shall contribute an amount of Five Hundred Thousand Dollars (\$500,000.00), and City shall contribute an amount of Two Hundred Thousand Dollars (\$200,000.00). NRD shall be responsible for

taking necessary action to secure the conservation easement pursuant to state law, including approval by the local planning commission. The parties shall cooperatively work to develop the language of the conservation easement so it is mutually agreeable to the parties and preserves the interests of the Project.

2. Term. The term of this Agreement shall commence upon execution and shall continue until completion of all of the obligations of this Agreement, but in no event longer than one (1) year after the date of execution by City. This Agreement may be extended by mutual written agreement by the parties as necessary.

3. Integration, Amendment, Assignment. This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

4. Cooperative Measures. By this Agreement, each party shall cooperate, promptly execute, acknowledge, deliver any documents as may be necessary or proper to effectuate the covenants and agreements herein provided.

5. Governing Law and Interpretation. This Agreement shall be subject to the laws of the State of Nebraska and ordinances of the City. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

6. Capacity. The undersigned signatories representing NRD and City do hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind their respective parties to this Agreement.

IN WITNESS WHEREOF, Lower Platte South Natural Resources District and City of Lincoln do hereby execute this Agreement.

CITY OF LINCOLN, NEBRASKA

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Leirion Gaylor Baird, Mayor  
City of Lincoln

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Mike Sousek, General Manager  
Lower Platte South Natural Resources District



Smanai CE

Bobcat Prairie

Spring Creek  
Prairie - Audubon

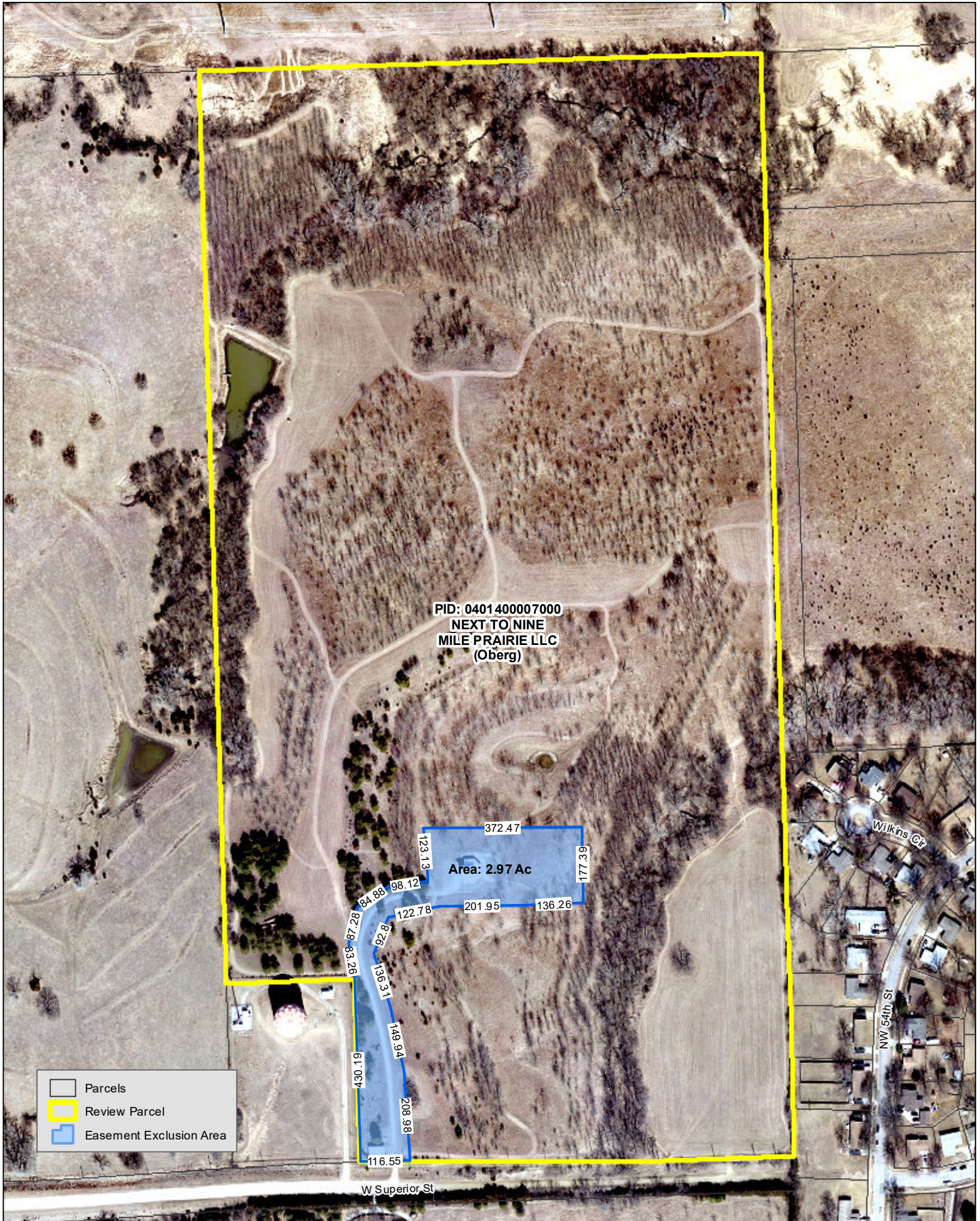
Area: 13,626,437.23 ft<sup>2</sup>  
Perimeter: 15,598.55 ft

5,223.59 ft

2,590.16 ft

5,051.85 ft

2,530.83 ft



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

**COPY**

THIS AGREEMENT made and entered into by and between:

Lower Platte South NRD  
3125 Portia Street  
Lincoln, NE 68521

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

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

From Sta. 12+30.00	to Sta. 13+63.00	a strip 30.46-105 ft. wide	Right side
From Sta. 13+63.00	to Sta. 15+00.00	a strip 105-90 ft. wide	Right side
From Sta. 15+00.00	to Sta. 16+82.00	a strip 90-28.34 ft. wide	Right side

Said permanent easement will be utilized more specifically for construction and maintenance of a culvert replacement as shown on the approved plans for Project No. 18-02, N-114 Tract No. 2 consisting of 0.48 acres, more or less, exclusive of existing right of ways situated in a part of Lot 196, Irregular Tracts, located in the S ½ of Section 22, Township 9 North, Range 5 East of the 6th Principal Meridian, Lancaster County, Nebraska.

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

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

0.48 Acres @ \$ 8,000.00/Acre x 90%	\$ 3,456.00
Title Extension Fee	\$ 55.00
Contract Total	\$ 3,511.00

The above payments shall cover all damages caused by the establishment and construction of the above project except for crop damage, if any, which will be paid for in the amount based on the yield from the balance of the field less expenses of marketing and harvesting. Crop damage shall mean damage to such crops as are required to be planted and which were planted at the time of the signing of this contract and which are actually damaged

due to construction of this project, but in no case shall damage be paid for more than one year's crop. The Owner agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

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

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

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

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

### SPECIAL PROVISIONS

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

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

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

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

---



Executed by the Owner(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

For Lower Platte South Natural Resources District

X \_\_\_\_\_  
By

\_\_\_\_\_  
Title

State of \_\_\_\_\_ County of \_\_\_\_\_

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

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

Witness my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

Executed by Lancaster County this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

LANCASTER COUNTY  
ENGINEERING DEPARTMENT  
Approved by County Engineer

LANCASTER COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Pamela L. Dingman, P.E.

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

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

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

Witness my hand and notarial seal on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

PROJECT NO.	18-02	SHEET NO.	W1
ROW PROJECT NO.			
LOCATION	DENTON SOUTH		
COUNTY	LANCASTER		
CONTROL NO.		ROW SHEET NO.	
FINALIZED PROJECT NO.			

# Preliminary

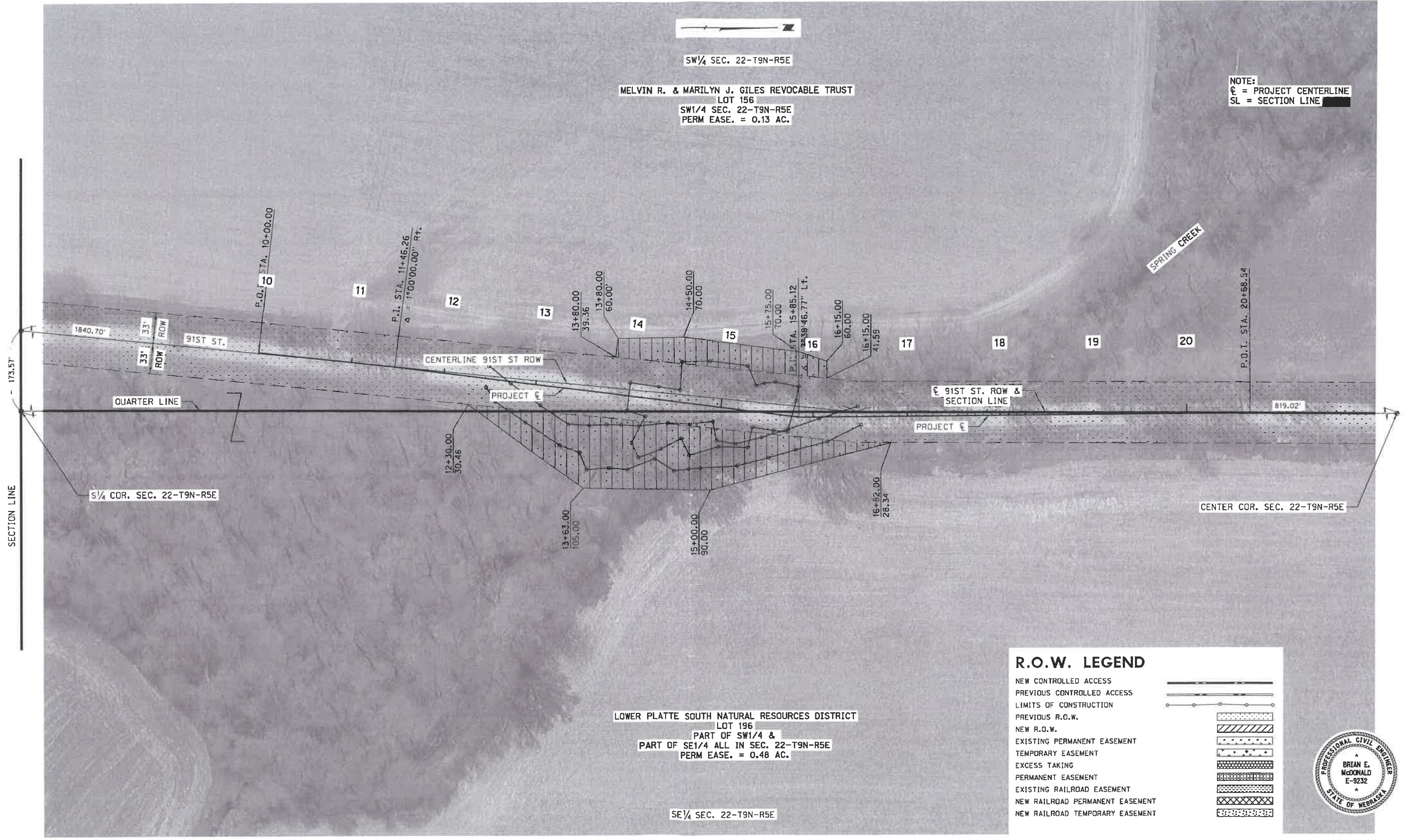
09/08/2023 2:38:16 PM

RIGHT OF WAY DIVISION

Computer: EISENBRAUN-HP

Date: 08-SEP-2023 14:35

File: 150491rp02.dgn  
Scale: 1:100



**NOTE:**  
 C = PROJECT CENTERLINE  
 SL = SECTION LINE

**R.O.W. LEGEND**

NEW CONTROLLED ACCESS	
PREVIOUS CONTROLLED ACCESS	
LIMITS OF CONSTRUCTION	
PREVIOUS R.O.W.	
NEW R.O.W.	
EXISTING PERMANENT EASEMENT	
TEMPORARY EASEMENT	
EXCESS TAKING	
PERMANENT EASEMENT	
EXISTING RAILROAD EASEMENT	
NEW RAILROAD PERMANENT EASEMENT	
NEW RAILROAD TEMPORARY EASEMENT	

