




LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: December 12, 2025
To: Board of Directors
From: David Potter, General Manager 
RE: December 11th Platte River Subcommittee Meeting Minutes.

The Platte River Subcommittee met virtually on Thursday, December 11, 2025. Subcommittee members participating included Gary Hellerich, Gary Aldridge, Chuck Hassebrook, David Hibler, Suzanne Mealer, and Larry Ruth. Members absent included Christine Lamberty and Don Jacobson. Others attending the meeting were David Potter. The meeting was called to order by Chair Hellerich at 12:09 p.m. and the agenda was reviewed.

The only item on the agenda was consideration of the **Second Amendment to the Interlocal Cooperation Act Agreement for the Platte River and Elkhorn River Cameras between LPSNRD and PMRNRD.**

Following the March 2019 flood event, local NRDs emergency managers, and city staff were interested in deploying camera systems and sensors at key locations along the Platte River to directly observe what is happening during potential ice jam and flooding situations. In 2021, cameras were installed along the Platte River at Columbus, Schuyler, North Bend, Fremont, and Leshara. These cameras have provided valuable information on ice breakup and movement through the Platte system. Here is a link to the cameras: <https://apps.usgs.gov/hivis/>.

PMRNRD then worked with the USGS to install three additional cameras, two on the Elkhorn River at Winslow and West Point and one on the Platte River at Ashland. In 2023, the LPSNRD Board approved an interlocal cooperation agreement with PMRNRD for the Elkhorn/Platte River Cameras project. USGS contributed to each camera and provided the equipment and maintenance while LPSNRD and PMRNRD agreed to split the local cost-share. LPSNRD would provide only half the local share for the camera near Ashland, with PMRNRD providing the other half. PMRNRD would also provide local cost-share on the other two cameras by themselves.

In 2024, the Board approved the First Amendment to the interlocal agreement to install an additional camera on the Platte River. This one was to be located on the Hwy 50 bridge near Louisville. In the amendment, LPSNRD paid for half of the installation cost of the camera at Louisville and half of the cost for operation and maintenance of the cameras at Ashland and Louisville. The camera near Ashland can be accessed at:

<https://usgs-nims-images.s3.amazonaws.com/overlay/NE Platte River near Ashland/NE Platte River near Ashland newest.jpg>

The proposed Second Amendment to the interlocal cooperation agreement with PMRNRD for consideration is for continued operation and maintenance of the cameras at Ashland and at Louisville for a 3-year term and identifies the cost for each district for each of the three fiscal years. Potter answered questions of the directors.

It was moved by Hassebrook, seconded by Hibler, and unanimously approved by the subcommittee to recommend the Board of Directors approve the Second Amendment to the Interlocal Cooperation Act Agreement for the Platte River and Elkhorn River Cameras between LPSNRD and PMRNRD.

Potter informed and discussed the following items with the subcommittee:

- The next LPRCA meeting will be held on December 19, 2025, at the Lower Platte North NRD office starting at 10:00 a.m.
- A future item for consideration will be an amendment to the Lower Platte Weed agreement.

With no further business or discussion, the meeting was adjourned by Chair Hellerich at 12:28 p.m.

**SECOND AMENDMENT TO THE INTERLOCAL COOPERATION ACT AGREEMENT
PLATTE RIVER AND ELKHORN RIVER CAMERAS
BETWEEN
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
AND
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

This Second Amendment (hereinafter named "Amendment") is made by and among the following Parties (all are political subdivisions of the State of Nebraska):

Lower Platte South Natural Resources District ("LPSNRD")
Papio-Missouri River Natural Resources District ("PMRNRD")

The parties hereinafter being referred to individually as "Party" and collectively as "Parties."

WHEREAS:

The Parties entered into an Interlocal Agreement in 2023 for sharing costs associated with purchasing and placing cameras and supporting equipment along the Lower Platte River and Lower Elkhorn River and for the future operation and maintenance of that equipment (as amended, the "Interlocal Agreement").

The Interlocal Agreement provided for sharing local costs for the equipment, installation and supporting operation and maintenance for three (3) cameras along the Lower Platte River and Lower Elkhorn River.

The Parties and their partners, acknowledging the benefit of the river cameras, installed a new camera near Louisville, Nebraska in 2024 and agreed to contribute to the new camera's on-going operation and maintenance pursuant to that certain First Amendment to the Interlocal Agreement.

The Parties now desire to further amend the Interlocal Agreement through this Amendment setting forth each Parties' obligations for the existing four (4) cameras along the Lower Platte River and Lower Elkhorn River.

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

That the following numbered paragraphs of the Interlocal Agreement should be modified in the manner as set forth as follows:

2. Cameras/Equipment Operation and Maintenance Expenses:

The Partners agree to share on-going camera/equipment operation and maintenance expenses, with LPSNRD contributing to the Platte at Ashland and Platte at Louisville cameras, as follows:

	<u>Fiscal Year 2026</u>	<u>Fiscal Year 2027</u>	<u>Fiscal Year 2028</u>
PMRNRD:	\$9,525	\$10,001.25	\$10,501.31
LPSNRD:	\$3,175	\$3,333.75	\$3,500.44

It shall be the PMRNRD's sole discretion to determine when and how operation and maintenance is to be conducted and to then bill each Partner accordingly. The above table is an estimate of the expenses and assumes a yearly increase of 5%. Should the actual costs differ from the above table, each Partner will be notified and bills will be adjusted to reflect the agreed upon cost sharing arrangement outlined in the Interlocal Agreement.

6. Duration of Agreement:

This Agreement shall extend from the date of execution by all Partners and will remain in effect until September 30, 2028, unless mutually or individually terminated by one or more of the Partners upon an advance 90 day written notice. Provided, however, termination cannot affect the initial obligations of the Partners as PMRNRD will be bound to the three (3) year term with USGS so the parties are committing to at least that length of term.

Except as modified by this Amendment, the Interlocal Agreement is ratified and confirmed in all respects. All capitalized words not defined in this Amendment shall have the meaning affixed to it in the Interlocal Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, each Partner has caused this Agreement to be executed by its duly authorized officer as of the date and year.

Lower Platte South Natural Resources District

By: _____

Printed Name: _____

Title: _____

Date: _____

Papio-Missouri River Natural Resources District

By: _____
John Winkler, General Manager

Date: _____

**FIRST AMENDMENT TO THE INTERLOCAL COOPERATION ACT AGREEMENT
PLATTE RIVER AND ELKHORN RIVER CAMERAS
BETWEEN
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
AND
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

This First Amendment (hereinafter named "Amendment") is made by and among the following Parties (all are political subdivisions of the State of Nebraska):

Lower Platte South Natural Resources District ("LPSNRD")
Papio-Missouri River Natural Resources District ("PMRNRD")

The parties hereinafter being referred to individually as "Party" and collectively as "Parties."

WHEREAS:

The Parties entered into an Interlocal Agreement in 2023 for sharing costs associated with purchasing and placing cameras and supporting equipment along the Lower Platte River and Lower Elkhorn River and for the future operation and maintenance of that equipment (the "Interlocal Agreement").

The Interlocal Agreement provided for sharing local costs for the equipment, installation and supporting operation and maintenance for three (3) cameras along the Lower Platte River and Lower Elkhorn River.

The Parties and their partners, acknowledging the benefit of the river cameras, desire to install a new camera near Louisville, Nebraska and agree to contribute to the new camera's on-going operation and maintenance.

The Parties desire to amend the Interlocal Agreement through this Amendment setting forth each Parties' obligations for the new Louisville, Nebraska camera in addition to the existing three (3) cameras along the Lower Platte River and Lower Elkhorn River.

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

That the following numbered paragraphs of the Interlocal Agreement should be modified in the manner as set forth as follows:

2. Funding for Cameras & Supporting Equipment and Installation:

The Parties agree to provide assistance toward the local costs for up to three (3) cameras and supporting equipment as follows:

PMRNRD:	\$21,479
LPSNRD:	\$4,296

Total Equipment Expense for 2023 FY: \$25,775

The Parties agree to pay the above-identified amounts in the 2023 Fiscal Year.

The Parties agree to provide assistance toward the local costs for a fourth camera and supporting equipment located near Louisville, Nebraska as follows:

PMRNRD:	\$5,090.00
LPSNRD:	<u>\$5,090.00</u>

Total Equipment Expense for 2025 FY: \$10,180.00

The Parties agree to pay the above-identified amounts in the 2025 Fiscal Year.

3. Cameras/Equipment Operation and Maintenance Expenses:

The Partners agree to share on-going camera/equipment operation and maintenance expenses as follows:

	<u>Fiscal Year 2024</u>	<u>Fiscal Year 2025</u>
PMRNRD:	\$7,783	\$9,783.50
LPSNRD:	\$1,557	\$3,226.50


It shall be the PMRNRD's sole discretion to determine when and how operation and maintenance is to be conducted and to then bill each Partner accordingly.

Except as modified by this Amendment, the Interlocal Agreement is ratified and confirmed in all respects.

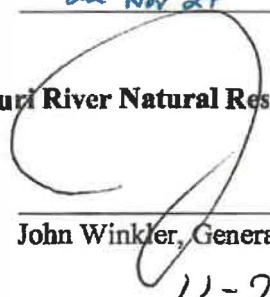
[Signatures on following page]

IN WITNESS WHEREOF, each Partner has caused this Agreement to be executed by its duly authorized officer as of the date and year.

Lower Platte South Natural Resources District

By: 
Printed Name: Michael Susek
Title: General Manager
Date: 22 Nov 24

Papio-Missouri River Natural Resources District

By: 
John Winkler, General Manager
Date: 11-27-24

**INTERLOCAL COOPERATION ACT AGREEMENT
PLATTE RIVER AND ELKHORN RIVER CAMERAS
BETWEEN
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
AND
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

This Agreement (hereinafter named "Agreement") is made by and among the following Parties (all are political subdivisions of the State of Nebraska):

Lower Platte South Natural Resources District ("LPSNRD")
Papio-Missouri River Natural Resources District ("PMRNRD")

The parties hereinafter being referred to individually as "Partner" and collectively as "Partners".

WHEREAS:

Flooding and resulting damages from winter ice jams and seasonal rainstorms frequently occur along the Lower Platte River and Lower Elkhorn River corridors.

The Partners work closely with the National Weather Service, the Nebraska Emergency Management Agency and the Nebraska Department of Natural Resources to monitor winter ice/ice-out and flood stage conditions along the Lower Platte River and Lower Elkhorn River corridors and take necessary actions to alert the public of resulting flood hazards.

The Partners desire to increase awareness of potential flood threats due to winter ice/ice-out conditions and other significant seasonal rainstorm events, by establishing cameras at mutually agreed upon locations along the Lower Platte River and Lower Elkhorn River.

The Partners desire to enter into an Interlocal Agreement for sharing costs associated with purchasing and placing cameras and supporting equipment along the Lower Platte River and Lower Elkhorn River and for the future operation and maintenance of that equipment.

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

1. Authority:

The Partners desire to work together for purchasing and the installation of three cameras and supporting equipment, at mutually agreed upon locations along the Platte and Elkhorn River and to make the most efficient use of their respective powers by cooperating on a basis of mutual advantage under the auspices of the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827). In furtherance of this cooperative effort the Parties desire to enter into this Interlocal Agreement with one another for joint and cooperative action for any power or powers, privileges or authorities exercised or capable of exercise individually by them as public agencies under the Interlocal Cooperation Act. This Agreement is not

intended to create a separate legal entity as between the Partners.

2. Funding for Cameras & Supporting Equipment and Installation:

The Partners agree to provide assistance toward the local costs for up to three (3) cameras and supporting equipment as follows:

PMRNRD:	\$21,479
<u>LPSNRD:</u>	<u>\$4,296</u>

Total Equipment Expense: \$25,775

The Partners agree to pay the above-identified amounts in the 2023 Fiscal Year.

3. Cameras/Equipment Operation and Maintenance Expenses:

The Partners agree to share on-going camera/equipment operation and maintenance expenses as follows:

	<u>Fiscal Year 2024</u>	<u>Fiscal Year 2025</u>
PMRNRD:	\$7,783	\$8,196
LPSNRD:	\$1,557	\$1,639

It shall be the PMRNRD's sole discretion to determine when and how operation and maintenance is to be conducted and to then bill each Partner accordingly.

4. Authorized Partner for Entering into USGS Agreement/Billings:

The Partners agree that PMRNRD will enter into a three-year agreement with USGS for purchasing up to three cameras and supporting equipment and for operation and maintenance of the equipment. PMRNRD will bill each Partner for their share annually.

5. Effective Date:

This Agreement becomes effective upon execution by all Partners. The original copy of this Agreement will be maintained as part of the records of PMRNRD, with a copy being provided to each of the Partners. The Agreement may be signed electronically and in counterparts.

6. Duration of Agreement:

This Agreement shall extend from the date of execution by all Partners and will remain in effect until September 30, 2025, unless mutually or individually terminated by one or more of the Partners upon an advance 90 day written notice. Provided, however, termination cannot affect the initial obligations of the Partners as the PMRNRD will be bound to the three year term with USGS so the parties are committing to at least that length of term.

7. Amendments, Assignments, Severability and Integration:

This Agreement may be amended, or Addendums added, subject to written approval by all Partners. This Agreement may not be assigned without the express written permission of the other Partners to this Agreement. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law. This Agreement constitutes the entire agreement between the Partners with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all Partners.

8. Indemnification:

The Partners assume no liability under this Agreement unless expressly accepted herein. Each party agrees to defend the other from and against all liabilities, obligations, losses, damages, claims, and demands arising from the acts of its own respective officers, agents, or employees. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each Partner shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require any Partner to indemnify or hold harmless the other Partners from liability for the negligent or wrongful acts or omissions of said other Partners or its principals, officers, or employees.

[Signatures on following page]

IN WITNESS WHEREOF, each Partner has caused this Agreement to be executed by its duly authorized officer as of the date and year.

Lower Platte South Natural Resources District

By: 

Printed Name:

Paul D. Zillig

Title:

GENERAL MANAGER

Date:

FEB 15 2023

Papio-Missouri River Natural Resources District

By: _____

John Winkler, General Manager

Date: _____

IN WITNESS WHEREOF, each Partner has caused this Agreement to be executed by its duly authorized officer as of the date and year.

Lower Platte South Natural Resources District

By: _____

Printed Name: _____

Title: _____

Date: _____

Papio-Missouri River Natural Resources District

By: _____
John Winkler, General Manager

Date: 2-23-23