



LOWER PLATTE SOUTH natural resources district

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Agenda Item #7

Memorandum

Date: April 9, 2020
To: Board of Directors
From: Paul D. Zillig, General Manager
Subject: Executive Subcommittee Meeting Minutes

The Executive Subcommittee met at 5:30 pm on Monday, April 7, 2020 via video/teleconference. Directors participating were Larry Ruth, Deborah Eagan, Milt Schmidt, Bruce Johnson, Ray Stevens, and Dan Steinkruger. Others participating included Steve Seglin, Corey Wasserburger, David Potter, Kathy Spence, Nathan Kuhlman, and myself.

Chair Ruth called the meeting to order and welcomed those participating. Ruth asked that staff report on the Subcommittee's FY 20 Accomplishments, proposed FY 21 actions & budget requests, and the proposed FY 22-25 actions and budget requests to be included in the Long Range Implementation Plan (LRIP). I reviewed the accomplishments the updated actions for FY 21, including the likelihood we will need to re-subdistrict due to 2020 Census data, and the actions for FY 22-25. It was moved by Eagan, seconded by Stevens, and unanimously approved by the Subcommittee to submit the proposed budget recommendations to the Finance & Planning Subcommittee for inclusion in the FY'21 Budget and LRIP.

The next item on the agenda was my report on staffing and proposed salary adjustments. I reported we currently have a staff of 31 employees, which included 29 full-time employees and 2 part-time employees, we also have a number of occasional employees, summer temporaries, and environmental aides, one position is currently vacant due to a retirement. Overall, we have a very good staff, dedicated, experienced, consensus, and they work well together. I reviewed the 3 year plan discussed last year and that of the two remaining items, we would be hiring a full-time Social Media Strategist in place of the part-time Social Media Assistant, and we will be deferring the hiring of a second engineer.

I then reviewed the salary action of the Board last year which was a 3% increase for all qualified employees and an additional \$24,500 for merit and adjustments to be determined by the General Manager. I reported that I typically utilize information from the Consumer Price Index to guide basic increases due to changes in the cost-of-living. The eleven month total for the CPI, thru February, was +2.1% and I was awaiting the updated numbers that included March. I was uncertain what the March's CPI would be considering the effects of COVID-19. I recommended a

2.5% salary increase with an additional \$22,000 for merit and adjustments. The Subcommittee discussed staffing and salary.

It was moved by Schmidt, seconded by Stevens, and unanimously approved by the Subcommittee to **recommend the Board of Directors approve for FY 2021 a 2.5% salary increase for all qualified employees and an additional \$22,000 for merit and adjustments to be determined by the General Manager.**

The next item on the agenda was to consider the 2021 Annual Operational Agreement with USDA/NRCS (attached). I reviewed the attached agreement. It was moved by B. Johnson, seconded by Stevens, and unanimously approved by the Subcommittee to **recommend the Board of Directors approve the 2021 Operational Agreement with NRCS/USDA.**

The Subcommittee then discussed the need to update our nondiscrimination/anti-discrimination policies. The Subcommittee directed staff to prepare background information and present it for discussion at their next Subcommittee Meeting. They are hopeful to make any updates when they are ready and not wait for the end of the year, when we typically make Operating or Personnel policy changes.

Ruth reported that at the March Board Meeting authority was granted to the General Manager, with Chair concurrence, to approve several non-emergency Subcommittee recommendations. A list of those recommendations that have been approved is attached. It was moved by Steinkruger, seconded by B. Johnson, and unanimously approved by the Subcommittee to **recommend the Board of Directors ratify the program and project approvals delegated to the General Manager, with concurrence of the Chair, at the March Board Meeting.**

The next item on the agenda was a report on public meeting notice requirements. Seglin reported that for Regular or Special Board Meetings of the NRD the statutory requirement is that “reasonable notice” shall be provided. Seglin felt that 3-4 days is safely reasonable. He added that the NRD’s policies require the notice be published in the Lincoln Journal Star, a process that takes approximately 4 days. It appears that it would take a little over 1 week to adequately notify the public, once it has been determined to hold a regular/special Board Meeting. Steinkruger suggested staff look into other public notification processes available to the NRD that would more suitable for today’s technology.

The next item on the agenda was to consider a request from the City to use the NRD’s building at 1440 Adams (formerly Fire Station #10). Ruth explained that the request was to be considered by the Finance & Planning Subcommittee before the City stated they needed to know this week to allow adequate time to prepare the site. Ruth reported that in order to meet that timeline an Emergency Board Meeting would need to be called. A copy of an Emergency Declaration Resolution was distributed (a copy is attached). The Subcommittee reviewed and discussed the resolution. It was moved by Eagan, seconded by B. Johnson, and unanimously approved by the

resolution. It was moved by Eagan, seconded by B. Johnson, and unanimously approved by the Subcommittee to recommend the Board of Directors approve the emergency declaration resolution.

The next item was to consider the City's request to approve the Real Estate License Agreement for an initial 6 month use of the Fire Station property. Wasserburger reviewed the (attached) agreement with the Subcommittee and there was considerable discussion. It was moved by Steinkruger, seconded by Schmidt, and unanimously approved by the Subcommittee to recommend the Board of Directors approve the Real Estate License Agreement with the City of Lincoln for the use of former Fire Station #10 property at 1440 Adams.

The Subcommittee then heard report on the Families First Coronavirus Response Act (FFCRA) and discussed our GoTo Meetings and the additional expenses to Directors and staff conducting meetings remotely.

There being no further business the meeting adjourned at 7:10 pm.

PDZ/pz

pc: Steve Seglin
Corey Wasserburger

2021 OPERATIONAL AGREEMENT
between the
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
and the
NATURAL RESOURCES CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

This Agreement covers the utilization of District funds to accelerate technical assistance and assist providing secretarial assistance to the county level Service (Natural Resources Conservation Service) offices in the District. The general intent for how these funds are to be utilized is outlined in the Memorandum of Agreement dated January 28, 2020.

The District will employ a secretary for both Lancaster and Cass County Service Field Offices. The District will coordinate the employment of secretaries in Butler, Otoe, Saunders, and Seward County Service Field Offices with neighboring Districts. The secretary will be employed for the purpose of receptionist, telephone operation, and clerical duties, including preparation of materials for mailing, filing, and record keeping.

The District will employ occasional technicians for each of the six county Service Field Offices. These technicians will assist with work that directly results in the design, layout, inspection, and certification of soil and water conservation practices in the District, and the paperwork directly related to the installation of these practices. Occasional technicians may also be hired for special natural resource projects at the direction of the General Manager.

The Service DC will be responsible for planning when these occasional technicians are to be utilized and he/she will conduct all interviews and recommend hiring such personnel. Occasional technicians will be limited to less than 40 working hours/week, not be eligible for benefits, and will be paid monthly an hourly wage between \$12.75/hour (update) to \$19.90/hour (update), depending on their capabilities, job duties, and experience.

The District budgeted funds for 1,000 hours of occasional technical assistance to the Service for FY 2021. These hours are allocated to each of the Service Field Offices in the following manner:

Butler County	50 hours
Cass County	450 hours
Lancaster County	350 hours
Otoe County	50 hours
Saunders County	50 hours
Seward County	50 hours

The District will employ one full-time technician to work out of the Cass County Service Offices and two full-time technicians to work out of the Lancaster County Service Office. The District will be solely responsible for the decisions concerning the employment status of these employees. The District will coordinate the employment of full-time technicians in the Butler, Otoe, Saunders, and Seward County Field Offices with neighboring Districts.

The full-time technicians will work out of the Cass and Lancaster County Service Offices. The NRD’s policy concerning the prioritized jobs on which these employees are to work are as follows:

1. Design, layout, inspection, and certification of soil and water conservation practices in the District and the paperwork directly related to the installation of these practices. Promote non-structural conservation practices such a cover crops, buffer strips, reduced tillage, etc.
2. Special projects and programs of the District as directed by the NRD General Manager. These special projects and programs may require work District-wide.
3. General office support as needed at the NRCS Office.

All District employees will only be available to work on jobs that are consistent with District policy. District technical employees are to be available to assist with conservation practice design and layout without regard to whether cost-share assistance is to be provided.

This Agreement will remain in effect until July 1, 2021, or until succeeded by another Operational Agreement, and is subject to all the terms and conditions of the Memorandum of Agreement as identified above. This Agreement may be modified or terminated at any time by mutual consent of the parties hereto, or may be terminated by either party by giving thirty (30) days notice in writing to the other party.

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

General Manager

Date

NATURAL RESOURCES CONSERVATION SERVICE, USDA

State Conservationist

Date

**Cancelled March 19, 2020 Board of Director Meeting Motions
Approved by General Manager / Chair**

Subcom.	Agenda Item	Motion	Paul Approved (Initial & Date)	Larry Concurrence
F&P	Consideration of proposals to purchase a UTV (utility task vehicle) for use by Saline Wetland Partnership and NRD.	Recommend the Board of Directors accept the proposal from E.T.'s Law and Leisure to purchase a Polaris Ranger 1000 EPS in the amount of \$12,804.01 with \$10,000 being reimbursed to the Lower Platte South NRD from the City of Lincoln's 2016 NET Grant.	3/19/2020	3/25/2020 (Reviewed at F&P meeting 3/11/20)
RF&W	Consideration of Rosa Parks Way Trail Resolution D for authorizes 90% plan and right-of-way estimate approval	Recommend the Board of Directors authorize the General Manager to sign Resolution D for approval of 90% ROW Plans and ROW cost estimate for the Lincoln Rosa Parks Way Trail project.	3/19/2020	3/25/2020 (Reviewed at RF&W meeting 3/10/20)
RF&W	Consideration of Rosa Parks Way Trail Resolution G for authorizing preliminary plans, Specifications, and Estimates.	Recommend the Board of Directors authorize the General Manager to sign Resolution G for approval Preliminary Plans, Specifications, and Estimates for the Lincoln Rosa Parks Way Trail project.	3/19/2020	3/25/2020 (Reviewed at RF&W meeting 3/10/20)
RF&W	Consideration to authorize approval of the Salt Creek Levee Trail Agreement with the City of Lincoln.	Recommend the Board of Directors approve the Interlocal Cooperative Agreement for Salt Creek Levee Trail between the City of Lincoln and Lower Platte South Natural Resources District to maintain the levee trail for one year.	3/19/2020	3/25/2020 (Reviewed at RF&W meeting 3/10/20)
WRS	Consider an appointment to the Dwight-Valparaiso-Brainard Special Management Area Advisory Group to represent domestic well users.	Recommend the Board of Directors appoint Vince Tesinsky to the Dwight-Valparaiso-Brainard Special Management Area Advisory Group to represent Domestic well owners.	3/19/2020	3/25/2020 (Reviewed at WRS meeting 3/12/20)
WRS	Consideration of a Removal and Replacement Agreement with Lancaster County Rural Water District No. 1 for the Upper Salt 3-A Watershed Rehabilitation Project.	Recommend the Board of Directors approve the Removal and Replacement Agreement with Lancaster County Rural Water District No. 1 for a water line relocation for the Upper Salt 3-A Watershed Rehabilitation Project.	3/19/2020	3/25/2020 (Reviewed at WRS meeting 3/12/20)
LR	Consideration of Surface Water Quality BMP cost-share applications	Recommend the Board of Directors approve the eighteen cost-share applications for installing summer water quality practices as submitted and reviewed totaling \$233,674.91.	3/19/2020	3/25/2020

EMERGENCY RESOLUTION

BE IT RESOLVED:

1. That the City of Lincoln, Nebraska, on behalf of the Lincoln Transportation and Utilities Department ("City"), has undertaken a project to sanitize and decontaminate Personal Protective Equipment ("PPE"), including face masks, face shields, and protective gear used in the testing and treatment of COVID-19 in hospitals and other medical facilities located in Lincoln and Lancaster County.
2. That the City plans to use a process called Ultraviolet Germicidal Irradiation ("UVGI") to sanitize and decontaminate PPE.
3. That the City has requested that the Lower Platte South Natural Resources District ("LPSNRD") enter into a License Agreement to allow the City to use the former Fire Station No. 10 ("Premises"), which is owned by the LPSNRD and located at 1440 Adams St, Lincoln, Nebraska, to sanitize and decontaminate PPE through the UVGI process.
4. That the City has ordered the necessary equipment for the UVGI process, which will be delivered during the third week of April. However, there is preparation work to be done to the building before its arrival and accordingly the City wants possession of the Premises as soon as possible.
5. That containing COVID-19 is in the public interest and that the sanitation and decontamination of PPE will assist in containing COVID-19.
6. That the License Agreement has been prepared and reviewed by counsel for the City and the LPSNRD.
7. That the next regularly scheduled Board Meeting of the LPSNRD is scheduled for April 15, 2020, which according to the City is too late to make necessary preparations to the building.
8. That the consideration of the License Agreement by the Board of Directors of the LPSNRD calls for immediate action and constitutes an emergency under Neb. Rev. Stat. Section 84-1411(5).
9. That it is appropriate for the Board of Directors of the LPSNRD to conduct a videoconference meeting to consider the License Agreement under Neb. Rev. Stat. Section 84-1411(5) and the Governor's Executive Order No. 20-03.

REAL ESTATE LICENSE AGREEMENT

THIS REAL ESTATE LICENSE AGREEMENT (“Agreement”) is made effective this ____ day of April, 2020, by and between **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, a political subdivision of the State of Nebraska, having its office at 3125 Portia Street, Lincoln, Nebraska 68521, herein referred to as the “Licensor,” and **THE CITY OF LINCOLN, NEBRASKA**, a Nebraska Municipality, on behalf of the Lincoln Transportation and Utilities Department, located at 555 10th Street, Lincoln, Nebraska 68508, herein referred to as “Licensee.” Licensor and Licensee shall individually be referred to as the “Party” and collectively as the “Parties.”

WITNESSETH:

RECITALS

A. Licensor owns real property known as 1440 Adams Street Lincoln Nebraska, which was a former Fire Station (“the Building”) and included two driveways and a parking area (together described herein as “the Premises”) and legally described as:

East 150 feet lot 4, except the South 7 feet, block 36, Washington Heights, Lincoln, Lancaster County, Nebraska.

B. Licensor is willing to grant a license to Licensee for the purpose of using the Building to sanitize, decontaminate, and temporarily store Personal Protective Equipment (“PPE”) including face masks, face shields, and protective gear. PPE is defined as any device or appliance designed to be worn or held by an individual for protection against one or more health and safety hazards. The procedure used for the sanitation and decontamination is called Ultraviolet Germicidal Irradiation.

C. PPE is being used by hospitals, medical facilities, and medical professionals in the City of Lincoln and Lancaster County, Nebraska, for among other things, the testing and treating of COVID-19 VIRUS. No persons will be tested, treated or hospitalized on the Premises.

D. The Parties agree that containing the COVID-19 Virus is in the public interest and the sanitation and decontamination of PPE by the Parties assist in that effort.

NOW, THEREFORE, in consideration of the above Recitals and the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Grant of License.** Licensor hereby grants to the Licensee an exclusive, nontransferable, and non-assignable license to use the Premises for the purposes stated in Paragraph B, C, and D above.

2. **Persons Entitled to Use of the Premises.** Licensee's officials, employees and agents, including drivers and persons assisting in unloading and loading vehicles used to transport and carry the PPE, shall be entitled to use the Premises. An official of the City of Lincoln is required to provide adequate supervision of the sanitation and decontamination of the PPE by trained personnel, including the unloading and loading of the PPE. Such official shall also assure the Licensor that the operation of the Premises will be conducted in a safe manner and will not be harmful to neighbors and the neighborhood. Nothing herein contained shall be construed as a grant of the use the Premises to any other party or to the public.

3. **Term.** The term of the license shall be for six (6) months and shall commence upon the execution date of this Agreement. Licensee shall be given possession of the Premises upon the signing of the Agreement by both parties. The Parties may extend the Agreement for one additional period of up to 90 days under the same terms and conditions without seeking the approval of the Lincoln City Council.

4. **Compensation.** There is no compensation for the Licensee's use of the Premises. The Parties recognize there is a mutual benefit in the use of the Premises for the health, safety, and welfare of the public. The Licensee agrees to return the Premises to the Licensor in the same condition as reasonably possible as when the Licensee took possession of the Premises.

5. **General Covenants.** Licensee covenants and agrees that during the term of this Agreement or any renewal thereof:

- (a) To keep the Premises in neat, clean, and safe condition;
- (b) To comply with all applicable laws, ordinances, and recorded restrictive covenants pertaining to the Premises;
- (c) To permit Licensor's employees or agents to enter the Premises at reasonable hours and under conditions deemed safe by the General Manager of the Licensor for the purpose of inspecting Premises and pursuant to reasonable notice;

- (d) At the termination of this License, to quit and surrender peaceable possession of the Premises to Licensor, including all improvements, structures, and fixtures forming a part of said structures, in good and clean condition. Licensee agrees that a person trained in public health and safety will certify in writing to Licensor that the Premises are safe for re-occupancy by Licensor;
- (e) Licensee shall not assign or sublet the Premises without the prior written approval of Licensor;
- (f) Licensee may make minor improvements and/or alterations for its use of the Premises after first informing the Licensor and receiving Licensor's approval, which approval shall not be unreasonably withheld, conditioned or delayed. All work performed shall be performed by an appropriately licensed contractor, where required by law, and shall be completed in accordance with all applicable codes and regulations.
- (g) The Licensee shall have the right to install signage on the Building as well as additional exterior signage. All signage shall conform to all zoning and Licensor shall have reasonable review and approval rights of Licensee's signage. The costs associated with the purchase, installation, maintenance and eventual removal of such signage shall be borne by the Licensee.
- (h) Licensee shall obtain Licensor's reasonable approval in advance of installation of anything on the roof. Licensee, at Licensee's sole cost, shall repair any damage caused by any roof penetration made by the Licensee and/or Licensee's agent or damage caused by the Licensee exercising of said roof rights.
- (i) Licensee shall perform regular maintenance to the Building and Premises including but not limited to mowing the lawn, changing light bulbs, and keeping the floor clean.

6. **Termination.** Each Party shall have the right to terminate this Agreement for any reason, including for their own convenience. If either Party elects to terminate this License, that Party shall provide a written notice, which may be accomplished by email, of the same to the other Party at the following:

To Licensor: Paul Zillig
3125 Portia Street
Lincoln, Nebraska 68521
pzillig@lpsnrd.org

To Licensee: Donna Garden
555 10th Street
Lincoln, Nebraska, 68508
dgarden@lincoln.ne.gov

This Agreement shall terminate without penalty or expense to either Party (10) days after receipt of such notice.

7. **Nebraska Law.** This Agreement shall be governed and interpreted by the Laws of the State of Nebraska.

8. **Integration, Amendments, 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.

9. **Severability & Savings Clause.** Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

10. **Limitation of Liability.**

(a) The Licensee acknowledges and agrees that neither Licensor, its board members, officers, employees or agents, will be liable for any loss or damage arising out of or resulting from Licensee's location and use of the Premises licensed under this Agreement; and Licensee hereby releases and discharges Licensor to the fullest extent available under law from any such liability, loss, damage or claim.

(b) To the full extent permitted by law, Licensor will in no manner be liable to Licensee or any third party for any loss or damage, however caused (including through negligence), which may be directly or indirectly suffered in connection with any use of the Premises.

(c) Licensor shall not be held liable by Licensee in any manner for any loss, damage or injury suffered by the Licensee or by any other person related to any use of the Premises or part thereof.

(d) Notwithstanding anything contained in this Agreement, in no event shall Licensor be liable for any claims, damages or loss which may arise from modification, operation or use of the Premises.

11. **Utilities.** Licensee shall pay or reimburse Licensor for all existing utilities used by Licensee on the Premises. Licensee shall not install or connect any utilities of any kind onto, under, or across the Premises, except for the restoration of fiber cable to the Building.

12. **Indemnity.** Licensee shall indemnify, defend, and hold harmless the Licensor, its board members, officers, employees and agents from and against all suits, claims, liabilities, expenses and damages (including third party claims) that Licensor may suffer or incur for any reason resulting in any way from:

- a. Licensee's use of the Premises;
- b. Any breach of the terms of this License Agreement; and
- c. Any other act of Licensee.

This indemnity will survive the termination of this Agreement.

13. **Insurance.** Licensee is self-insured in the amount of \$250,000.00 and has insurance coverage above this amount to cover all liability under this Agreement, including statutory workmen's compensation insurance. Licensee shall provide Licensor with a certificate of insurance on or before the date of execution of this Agreement. Licensee shall add Licensor as a named insured and waive subrogation.

14. **Independent Contractor.** All officials, agents, or employees of Licensee shall be considered independent contractors with respect to Licensor and under no circumstances be considered employees or agents of Licensor.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

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

By: _____
Paul Zillig, General Manager

**CITY OF LINCOLN, a Nebraska Municipality, on behalf
of the Lincoln Transportation and Utilities Department,**

By: _____
Leirion Gaylor Baird, Mayor