



LOWER PLATTE SOUTH
natural resources district

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TO: Board of Directors

FROM: Dan Schulz, Resources Coordinator *Dan*

DATE: June 8, 2021

SUBJECT: Recreation, Forestry & Wildlife Subcommittee Minutes

On Monday, June 7, 2021, the Recreation, Forestry and Wildlife Subcommittee met virtually at 5PM. Subcommittee members present were Chair-Anthony Schutz, Christine Lamberty, Lisa Lewis, Mark Spangler, and Ray Stevens. Other zoomers were Ariana Kennedy, Dan Schulz, Nicole Fleck-Tooze, and Paul Zillig.

The first agenda item was the Solidago Conservancy Agreement. Fleck-Tooze, the Executive Director of the Solidago Conservancy, went through a power point presentation about Solidago including the organizational background last fall, why this Conservancy is needed, its purposes and roles, and that Stevens is a Board member of the Conservancy. She indicated the Conservancy is planning a formal public announcement about its formation the fall of 2021. She then reviewed the attached Solidago Conservancy agreement which commits the District to contributing \$20,000 per year to the Conservancy indefinitely, until the agreement is amended or terminated. She also indicated Paul Zillig has been named an ex-officio Solidago board member.

It was moved by Lewis and seconded by Lamberty that the Board of Directors authorize the General Manager to approve the final Agreement Between LPSNRD and the Solidago Conservancy for Cooperative Assistance, pending legal counsel review.

Voting in favor of the motion was Lamberty, Lewis, Schutz, and Spangler. Stevens abstained.

The second agenda item was the amendment to the interlocal agreement with the Railroad Transportation Safety District (RTSD) for the Rosa Parks Way Trail. Zillig indicated he met with the RTSD Board about extending the agreement to complete the Burlington Northern Santa Fe Railroad undercrossing at First and "J" streets in Lincoln. Originally in 2016, RTSD had agreed to provide the District \$50,000 towards the required 20% local match for the project. At that time, it was approximately 50% of the required local 20% match of \$100,000. Since then, the project costs have increased to the point where the 20% local match is now estimated to be \$344,309.17. Zillig indicated the RTSD Board agreed to extend the 2016, five-year agreement; contribute up to a total of \$172,154.68, of which, \$50,000 to be paid to the District in June 2021; and directed its legal counsel to work with the District's legal counsel to draft the amendment.

It was moved by Stevens, seconded by Lewis and unanimously approved to recommend that the Board of Directors authorize the General Manager to approve the amendment to the Interlocal Agreement with RTSD for the Rosa Parks Way Trail Project, amending the Interlocal Agreement to extend the term of the agreement approximately two years and revised the budget and finance provisions to increase the RTSD portion to 50%, not to exceed \$172,154.68, with \$50,000 paid this Fiscal Year (June) and the remainder to be paid upon the completion of the project, pending legal counsel review.

Directors then made comments regarding the poor condition of the Oak Creek Trail (vegetation) and the MoPac East Trail (ballast rocks on the trail surface).

Kennedy followed up Tuesday, June 8, 2021, about those comments and found out the Oak Creek Trail had been mowed two weeks ago and is scheduled to be mowed next week (it's been rainy, cool, and ideal for cool season grasses to grow quickly which they have). Regarding ballast rock on the MoPac East Trail surface, staff had previously noted the need and recommended in the first draft of the FY '22 budget, \$30,000 (trail surface repair) to address the ballast rock on the trail east of 262nd street in Cass County.

Schutz adjourned the meeting at 5:57PM.

6/3/21 DRAFT
UNDER REVIEW

AGREEMENT BETWEEN
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT AND
THE SOLIDAGO CONSERVANCY
FOR COOPERATIVE ASSISTANCE

THIS AGREEMENT is made and entered into by and between the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT (hereinafter referred to as the "NRD") and THE SOLIDAGO CONSERVANCY (hereinafter referred to as "Solidago").

WHEREAS, Solidago is a 501(c)(3) nonprofit organization affiliated with the Lincoln Parks and Recreation Foundation ("hereinafter referred to as the "Foundation") that works with partners to conserve and expand greenways and natural areas in accordance with Standards and Practices promulgated by the Land Trust Alliance; and

WHEREAS, the Foundation has been a primary funding and project partner on the Prairie Corridor on Haines Branch project and has worked cooperatively with the City of Lincoln Parks and Recreation Department since 1992 to support parks, trails, greenways, and natural areas; and

WHEREAS, the mission of the NRD is to maintain a sustainable environment through the conservation of land, water, and wildlife, and the NRD has a history of cooperation and collaboration with other agencies and organizations to support the programs and projects of mutual benefit; and

WHEREAS, Solidago will assist the NRD, City of Lincoln, and other partners to protect tallgrass prairie, wetlands, floodplains, riparian corridors, woodlands, wildlife habitat, recreational facilities, and other green spaces and natural resources in the Salt Valley watershed; and

WHEREAS, Solidago supports the natural climate solutions identified in the City of Lincoln's Climate Action Plan and the cooperative projects undertaken as part of this Agreement will provide benefits to reduce flooding risks, improve soil health, sequester carbon, and maintain natural systems within the City of Lincoln and Lancaster County; and

WHEREAS, Solidago is a private partner that can be nimble and flexible to assist with real estate transactions and other conservation measures and can benefit the NRD and other project partners by leveraging modest public investments to secure substantial grant and private funding; and

WHEREAS, the NRD desires to utilize the expertise and experience of Solidago to explore the opportunities for acquisition of land and conservation easements associated with the Salt Valley Greenway and connecting corridors, and to assist with real estate transactions, funding opportunities, and community outreach.

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

1. Solidago Responsibilities

Solidago shall:

- a. Work with the NRD and other public and private partners to establish conservation priorities and project selection criteria to guide proactive conservation of natural areas and greenways; and
- b. Cultivate community partnerships, developing meaningful communication and collaborations with landowners, donors, project partners, community members and other stakeholders; and
- c. Assist in real estate transactions on a case-by-case basis to acquire priority land or easements or other real estate interest to convey to the NRD, including assistance with creative solutions to reach conservation goals such as charitable agreements, options to purchase, or land subdivisions; and
- d. Work in cooperation with the NRD and other public and private partners to identify funding priorities and develop and implement a fund development plan for resource conservation, including support for land and easement acquisition, habitat development, and land stewardship.

2. NRD Responsibilities

The NRD shall:

- a. Assist Solidago in the development of conservation priorities and project selection criteria to guide proactive conservation of natural areas and greenways; and
- b. Work with Solidago to identify prospective landowner partners and additional funding sources and partnership opportunities; and
- c. Consider acquisition of land, easements, or other real estate interest in mutually identified priority properties where funding is available, as may be approved by the NRD Board of Directors; and
- d. Pay the total sum of \$20,000 annually to Solidago for the purpose of partially funding the activities of Solidago undertaken pursuant hereto, within 90 days of the execution of the agreement and on the anniversary of the initial payment thereafter; and
- e. Provide expertise and guidance to Solidago as a partner in conservation as requested.

3. Mutual Responsibilities

The parties shall:

- a. Cooperatively develop plans and strategies for resource conservation, habitat development and land stewardship. Initial project focus areas include Prairie Corridor on Haines Branch, Nebraska's Eastern Saline Wetlands, and Salt Creek Floodplain south of Wilderness Park; and
- b. Utilize their own equipment and staff for the accomplishment of their respective responsibilities, unless otherwise provided herein or agreed to in writing; and
- c. Cooperate in the pursuit of grants and other funding opportunities to support project costs.

4. Duration and Termination of the Agreement

- a. The term of this Agreement shall commence upon execution thereof by both parties and continue through June 30, 2022. Thereafter, the Agreement shall automatically renew on an annual basis, unless amended, or terminated by either party according to the provisions noted below.
- b. This Agreement may be terminated by either party with or without cause with sixty (60) days written notice delivered to the other party. Should the agreement be terminated by the NRD after remittance of the annual payment, Solidago will refund the balance of the annual payment on a pro rata basis.

5. Amendment

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

6. Notices

The following personnel shall represent the parties in carrying out the terms of this Agreement and are designated to receive notices hereunder:

For the NRD:

Paul Zillig, General Manager
PO Box 83581
3125 Portia Street
Lincoln, NE 68521

For Solidago:

Nicole Fleck-Tooze, Executive Director
3131 O St. Suite 301
Lincoln, Nebraska 68510

7. Mutual Indemnification

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

8. Insurance

It shall be the responsibility of Solidago, if so requested by NRD, to assure that any property, real or leased, or owned, is covered by the needed hazard and public insurance policy or policies. The hazard insurance policies shall insure the premises against loss or damage by fire and other perils as required by Nebraska Standard Fire Insurance and extended coverage endorsements. Property damage shall be insured against in the amount \$1,000,000. The public liability insurance shall provide coverage with a minimum limit of \$1,000,000. The payment of premiums therefore shall be made by Solidago. Solidago shall name the NRD as an additional insured upon the policies.

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

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

10. Antidiscrimination

The parties, in accordance with *Neb. Rev. Stat. § 48-1122*, shall require every contract to which it is a party to contain a provision requiring a contractor or its contractors not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to their hire, tenure, terms, and conditions of employment, because of race, sex, disability, or national origin.

11. Officers and Directors Liability Insurance. Solidago shall purchase at its own cost and expense, Officers and Directors Liability Insurance in the amount of \$1,000,000.

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

Executed by THE SOLIDAGO CONSERVANCY, on this _____ day of _____, 2021.

THE SOLIDAGO CONSERVANCY

By _____
Nicole Fleck-Tooze, Executive Director

Executed by the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, on this _____ day of _____, 2021.

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT

By _____
Paul Zillig, General Manager