



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: May 13, 2022
To: Board of Directors
From: David Potter, Assistant General Manager *DP*
RE: Land Resources Subcommittee Meeting Minutes

The Land Resources Subcommittee met virtually on Wednesday, May 11, 2022 via Zoom to take action on two agenda items. Subcommittee members present included Gary Hellerich, Gary Aldridge, Bruce Johnson, Vern Barrett, Anthony Schutz, Ron Nolte and Ken Vogel. Members absent included Mark Spangler. Others present included Paul Zillig, Cory Schmidt, and David Potter. Hellerich called the meeting to order at 5:04 p.m. and gave a brief welcome. Potter reviewed the agenda.

a. The first item was to consider an Interlocal Agreement with Upper Big Blue NRD. One of our District Resources Technicians indicated that a property owner within Upper Big Blue NRD and within our Branched Oak Targeted Area is planning to do some terrace/basin work. The owner was questioning the amount of cost-share in each district and has shown some interest utilizing LPSNRD cost-share program for Salt Valley Lakes Targeted Area since their property is actually located in a targeted watershed in LPSNRD. Although NRD boundaries are based on watersheds, there are instances where district boundaries follow roads or sections lines and may partially split a watershed. This is the case with this particular property owner.

LPSNRD currently has interlocal agreements with LPNNRD and NNRD to do cost-share work on land within our targeted areas but outside of our district, since the land treatment would benefit the watershed within LPSNRD. With the possible application in the Branched Oak Watershed, we're proposing a similar interlocal agreement and amendment (to specify the targeted watershed and administration of cost-share) with Upper Big Blue NRD. This interlocal agreement would permit both NRDs to assist and cooperate to most effectively implement programs and projects along the shared NRD boundary. Upper Big Blue NRD has reviewed the interlocal agreement and their Board of Directors have already approved it. A copy of the Interlocal Agreement is attached.

Potter explained the proposed interlocal and answered questions by the subcommittee. Various questions and concerns were raised regarding the proposed interlocal and the amendment, including affected sections of land in UBBNRD, existing cost-share programs in both districts, and benefits to LPSNRD and taxpayers.

It was moved by Barrett, seconded by Vogel, and approved by the Subcommittee (with six voting yes and Aldridge not voting) to recommend the Board of Directors approve the Interlocal Agreement between Upper Big Blue NRD and Lower Platte South NRD.

b. The second agenda item was to consider Amendment No. 1 to Interlocal Agreement with Upper Big Blue NRD. To identify which area along the shared NRD boundary that would be subject to program benefits of LPSNRD, an amendment has been developed which outlines details of cost-share opportunities within the Branched Oak Watershed. Upper Big Blue NRD has reviewed the interlocal agreement and their Board of Directors have already approved it. A copy of Amendment No. 1 with the map is attached.

It was moved by Vogel, seconded by Barret, and approved by the Subcommittee (with six voting yes and Aldridge voting no) to recommend the Board of Directors approve Amendment No. 1 to the Interlocal Agreement between Upper Big Blue NRD and Lower Platte South NRD.

There being no further business, Hellerich adjourned the meeting at 5:20 pm.

Encl. 2

INTERLOCAL AGREEMENT

This AGREEMENT, made and entered into by and between the Lower Platte South Natural Resources District, herein referred to as "LPSNRD", and the Upper Big Blue Natural Resources District, hereinafter referred to as "UBBNRD".

RECITALS

- A. The Parties are responsible for the development and execution of plans, facilities, works, and programs relating to: erosion prevention and control; prevention of damages from flood water and sediment; flood prevention and control; soil conservation water supply for any beneficial uses, development, management, utilization, and conservation of ground water and surface water; pollution control; solid waste disposal and sanitary drainage; drainage improvements and channel rectification; development and management of fish and wildlife habitat; development and management of recreational and park facilities; and forestry and range management.
- B. "UBBNRD" and "LPSNRD" share a common boundary 44 miles long from two miles north of Brainard in Butler County, south to the Seward - Saline County line, southwest of Pleasant Dale. This Boundary follows section lines and does not follow watershed, ground water aquifer, and other political subdivision boundaries.
- C. "UBBNRD" and "LPSNRD" have each established number of programs and specific projects that are of benefit to the natural resources within their district and in certain cases it may be beneficial for one NRD to provide assistance with a program and/or project in the neighboring NRD.
- D. "UBBNRD" and "LPSNRD" desire to join together under the auspices of the Interlocal Cooperation Act, Neb. Rev. stat. Sections 13-801 to 13-827 (Reissue 1991) to assist and cooperate on certain programs/projects so to most effectively implement programs and projects to the benefit of their respective NRDs.
- E. This Agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking. In lieu thereof, this Agreement provides, pursuant to Neb. Rev. Stat. Section 13-804(4)(a), that LPSNRD shall serve as the administrator for the joint or cooperative undertaking provided for therein.
- F. The parties 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 contrast,

with respects to their hire, tenure, terms and conditions of employment, because of race, color, religion, age, sex, sexual orientation, gender identity, genetic information, national origin, disability, familial status, veteran status, or marital status.

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

1. The parties intend to amend this agreement from time to time, by executing an amendment which shall specify the identity, location and terms of each specific project and/or program to be implemented in the neighboring NRD.
2. This Agreement shall remain in effect until 30 Days after either party notifies the other in writing that such party wishes to terminate the Agreement. The Agreement will then be terminated 30 calendar days after the receipt of such written notice.

IN WITNESS WHEREOF, THE "UBBNRD" and the "LPSNRD" have caused these presents to be executed by their duly authorized officials as of the date below indicated.

Executed by "UBBNRD" this 21st day of April 2022.

UPPER BIG BLUE NATURAL
RESOURCES DISTRICT

By: 

Title: chairman

Executed by "LPSNRD" this _____ day of _____ 2022.

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT

By: _____

Title: _____

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT

This Amendment made and entered into this ____ day of _____, 2022; by and between the Upper Big Blue Natural Resources District, hereinafter referred to as "UBBNRD", and the Lower Platte South Natural Resources District, hereinafter referred to as "LPSNRD".

RECITALS

This Amendment is entered into pursuant to paragraph "1" of the Interlocal Agreement previously entered into between the parties dated _____, 2022, for the purpose of one NRD assisting on beneficial projects/programs that are to be implemented in the neighboring NRD.

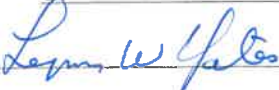
NOW, THEREFORE, it is agreed by the parties hereto to proceed as set forth below to provide cost-share assistance to install water quality best management practices in the Branched Oak Watershed:

1. Portions of Sections 7 and 19, T-13-N, R-4-E and Section 36, T-13-N, R-3-E, Butler County and Sections 1, 12, 13 & 25, T-12-N, R-3-E, Seward County is within the Branched Oak Watershed but is actually located within the "UBBNRD" boundary. (see attached map Exhibit 1-A)
2. "LPSNRD" has established a cost-share assistance program to assist in the installation of storage terrace systems and other conservation practices to lessen runoff and reduce sedimentation in the Branched Oak Watershed.
3. "LPSNRD" desires to provide additional cost-share assistance to accelerate the installation of certain practices in the Branched Oak Watershed and will promote appropriate cost-share programs and receive applications for said programs.
4. "LPSNRD" will notify "UBBNRD" of the applications that are within "UBBNRD" boundary and within the Branched Oak Watershed solely for joint assistance at "UBBNRD" program base cost-share.
5. "LPSNRD" will then consider providing cost-share assistance, including above what is provided by "UBBNRD", on these same applications located in the Branched Oak Watershed and the "UBBNRD" boundary not to exceed the limits established by "LPSNRD".
6. If "LPSNRD" agrees to provide cost-share assistance, it shall administer the complete application, notify "UBBNRD" of this action upon Board approval of the application and inform "UBBNRD" when the cost-share has been paid fully by "LPSNRD".
7. "LPSNRD" will request appropriate reimbursement from "UBBNRD" for their portion of the cost-share set forth by their corresponding base program and "UBBNRD" will consider payment.
8. Nothing in this amendment obligates either party to provide any funding towards cost-share assistance for applications received.

Executed by the parties the day and year first written above.

UPPER BIG BLUE NRD

LOWER PLATTE SOUTH NRD

by 

by _____

Title: chairman

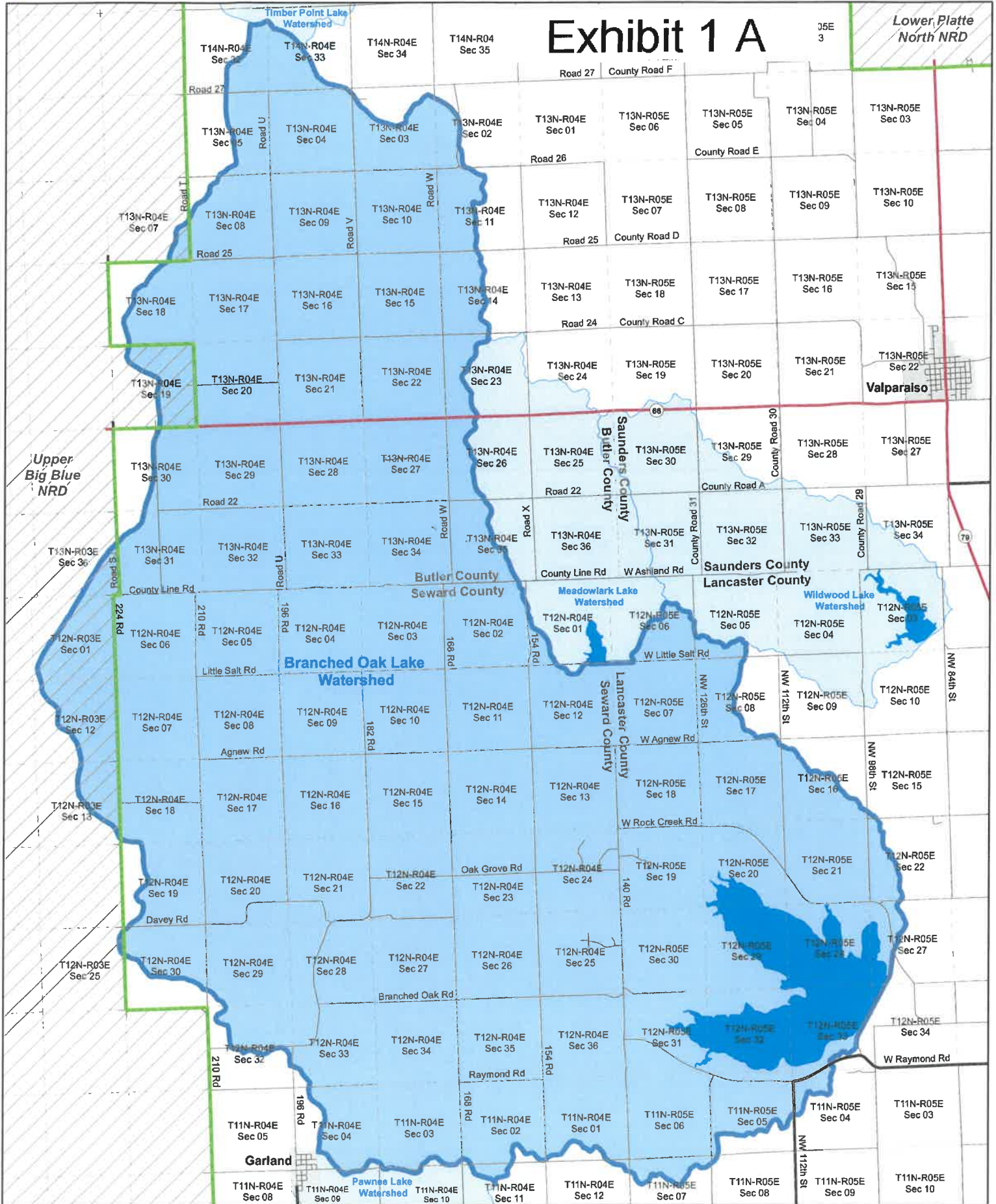
Title: _____



Targeted Watershed - Branched Oak Lake, Lower Platte South NRD



Exhibit 1 A



Map By: LPSNRD



Public Lake



Branched Oak Lake Targeted Watershed

update: 02/2022