



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: November 15, 2024
To: Urban Subcommittee
From: Craig Matulka, Stormwater/Watershed Specialist
Subject: Urban Subcommittee Meeting Minutes- November 2024

The Urban Subcommittee met on Thursday, November 14th, 2024, at the LPSNRD office, at 5 pm. Subcommittee members participating included John Yoakum-committee chair, Gary Aldridge, Luke Peterson, Larry Ruth, Greg Osborn, Deb Eagan and Ray Stevens. Members absent included Anthony Schutz. Others attending included NRD staff Mike Sousek, Dave Potter and Craig Matulka. Director Yoakum called the meeting to order at 5 pm. There were two (2) items the Subcommittee acted on. A quorum was present for the meeting.

A. Consideration of an Easement for Utility Lines and/or Underground Utility Facilities with Lincoln Electric System [Action]

Craig Matulka, Stormwater/Watershed Specialist presented background information to the subcommittee. The Lincoln Electric System (LES) requested an easement on LPSNRD property for the purpose of electrical facilities in the area of N. 84th Street and Interstate 80. LES is upgrading an existing utility pole that is along Salt Creek. This easement allows for ingress and egress and necessary maintenance within the easement area. This is not part of the Federal Levee system.

- Work Type: NRD granting an easement for electrical facilities
- Funding: No cost to the NRD
- Payers, Players, & Partners: LPSNRD, LES
- Legal Counsel Review: Yes

It was moved by Eagan, seconded by Ruth, and approved 6-0 by the Subcommittee (with Peterson arriving after the vote) to recommend the Board of Directors approve the easement request for the Lincoln Electric System.

B. Consideration of a Joint Funding Agreement with USGS for Operation of the Deadmans Run 38th Street Streamgauge [Action]

Craig Matulka, Stormwater/Watershed Specialist and Mike Sousek LPSNRD General Manager presented background information to the subcommittee. As part of the Deadman's Run Flood Reduction Project, LPSNRD is working with USGS for the seasonal operation of the Deadman's Run 38th Street streamgage. The total amount of the agreement is \$12,145.00 or \$2,430.00 for USGS, and \$9,715.00 for the LPSNRD. The City of Lincoln will reimburse the LPSNRD 50% of its cost. The total cost to the NRD after the 50% City reimbursement will be \$4,857.50. This gage will be used to provide data for the flood reduction project and will be later determined if it should remain in place when the project is completed.

- Work Type: Agreement for the operation of the 38th St. streamgage
- Funding: NRD, 50% reimbursement from the City of Lincoln- Total- \$4,857.50
- Payers, Players & Partners: LPSNRD, City of Lincoln, USGS
- Agreement/NRD Costs: \$9,715.00

It was moved by Stevens, seconded by Eagan, and approved 7-0 by the Subcommittee to recommend that the Board of Directors approve the joint funding agreement with USGS for operation of the Deadman's Run 38th Street Streamgage.

The meeting was adjourned at 5:12 pm.

cc: Dave Landis
Corey Wasserburger

EASEMENT FOR UTILITY LINES AND/OR UNDERGROUND UTILITY FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska ("Grantor"), of Lancaster County, Nebraska, in consideration of \$1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$1.00 for all poles, all anchors and other necessary at-grade equipment when set on the following described property, do hereby grant and convey unto the **City of Lincoln, Nebraska, a municipal corporation d/b/a LINCOLN ELECTRIC SYSTEM** (hereinafter referred to as Grantee, whether one or more), its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, reconstruct, operate, survey, maintain and remove all necessary Electrical Facilities on, under, along and across the following property situated in Lancaster County, Nebraska, more particularly described as follows:

**Lots 1 and 7, Irregular Tracts located in the SW¼ of Section 26, Township 11 North,
Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska**

For purposes of this instrument, "Electrical Facilities" shall include all equipment and facilities necessary to operate an electric utility distribution system including, but not limited to, poles, guy wires, cables, ducts, wires, communications lines, switchgears, pedestals, fuses, transformers and any other underground, overhead and at-grade equipment and appurtenances used in the operation of an electric utility distribution system. The Electrical Facilities herein contemplated shall be located on the property approximately as shown on attached Exhibit "A".

The Grantee shall also have the non-exclusive privilege and easement of ingress and egress across that portion of the property to its (their) officers and employees for any purpose necessary in connection with the construction, reconstruction operation, maintenance, inspection and removal of said Electrical Facilities.

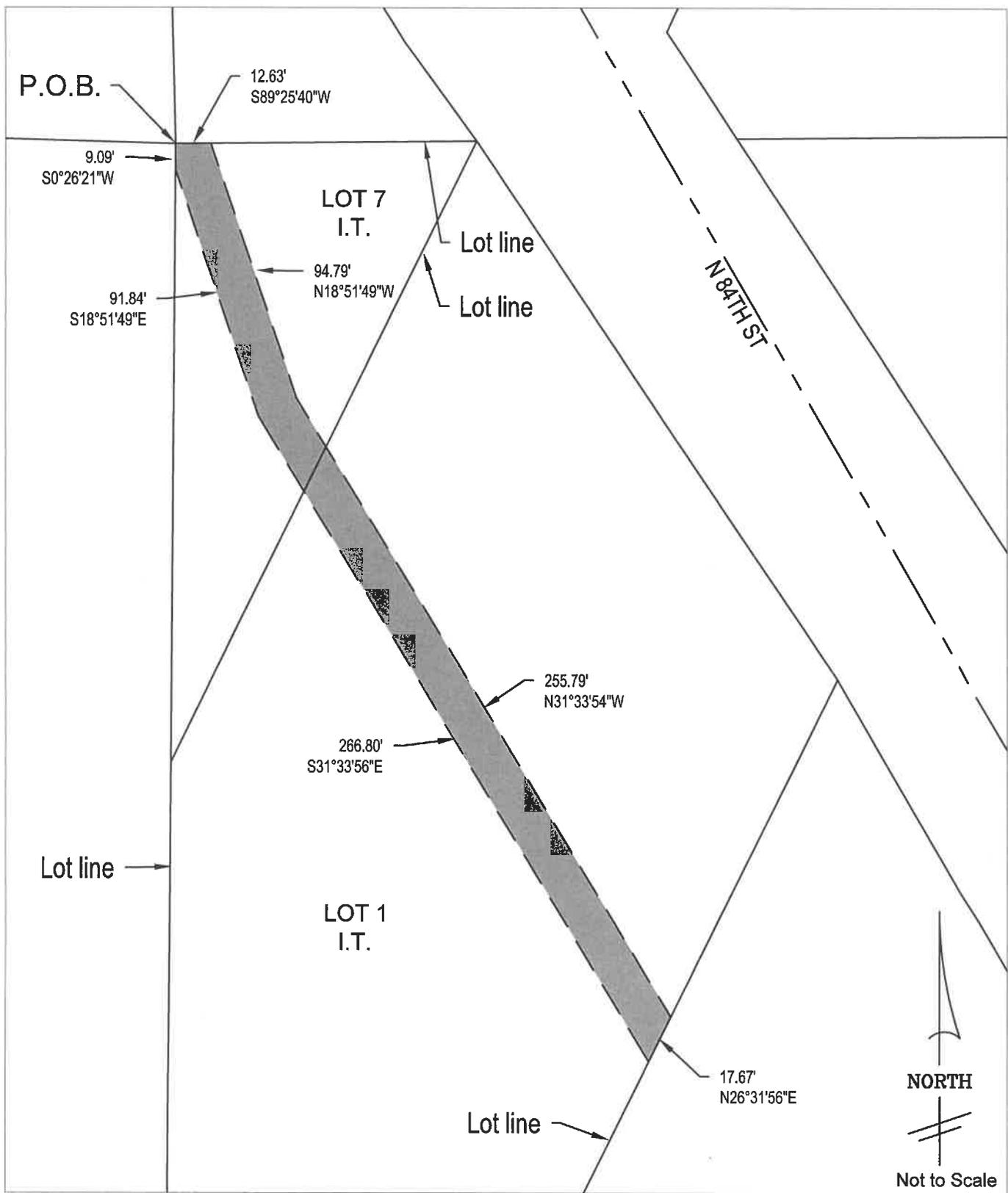
The Grantee shall also have the right at any time to trim or remove such trees and underbrush as may in any way, in the sole judgment of Grantee, endanger or interfere with the safe operation of the Electrical Facilities used in connection therewith.

The Grantee shall also at all times exercise reasonable effort to avoid injury or damage to the landscaping, and improvements of the Grantor, and the Grantee shall repair any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of any Electrical Facilities, however, in the event that all or part of the Electrical Facilities, which may be installed on said easement right-of-way becomes defective or unserviceable in the sole judgment of the Grantee, the Grantee shall have the right, to maintain, repair or replace such Electrical Facilities; provided, if improvements to the property make the installation of such replacements impractical at the location of the original easement granted hereby, the Grantor or their successors in title shall grant and convey to the Grantee, for the same consideration as given herein, an easement for such further installation at a location on said property which is mutually satisfactory to the parties. If the parties fail to agree upon any such new location for the Electrical Facilities, the Grantee shall have no obligation to replace or provide Electrical Facilities across or to any such property and Grantee shall not be liable nor bear any responsibility to Grantor, its successors and assigns for failure to provide electric service to the property. In determining the locations for further installation, the Grantee shall at all times exercise reasonable effort to avoid injury or damage to the landscaping and improvements of the Grantor or their successors.

Grantee shall perform any work in connection with this Easement in a good and workmanlike manner with reasonable effort to minimize interference with the use of Grantor's herein described property except as may be reasonably necessary for Grantee to carry out the terms and conditions of this Easement.

LES EASEMENT

Exhibit "A" Page 1 of 2



Location of a Lincoln Electric System utility easement lying within Lots 1 & 7, Irregular Tracts, in the SW 1/4, Section 26, Township 11 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska.

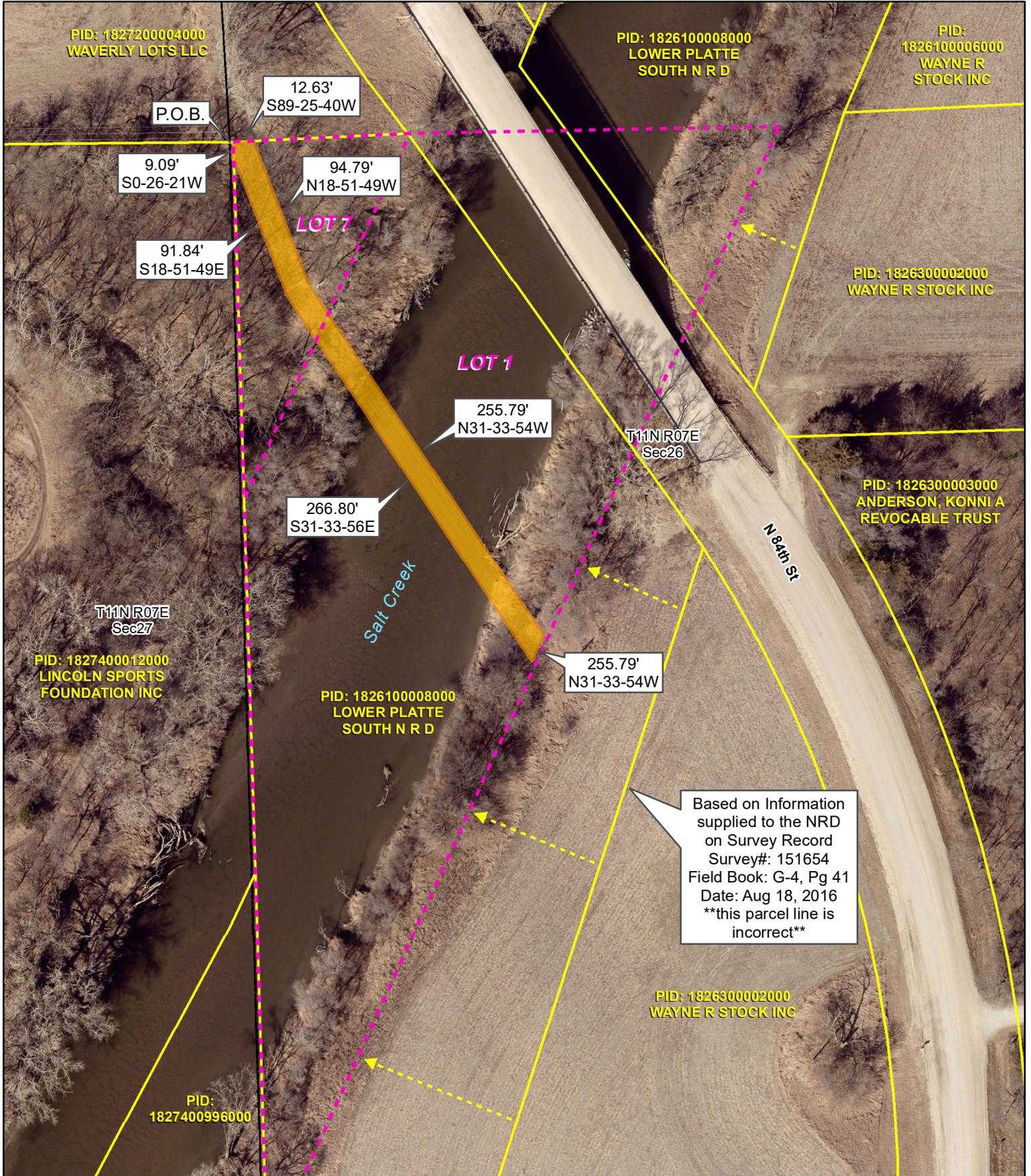
LES EASEMENT
Exhibit "A"
Page 2 of 2

LES easement lying within Lots 1 and 7, Irregular Tracts in the Southwest Quarter (SW ¼) of Section 26, Township 11 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

Commencing at the Northwest Corner of said Lot 7, said point is the POINT OF BEGINNING; thence southwesterly along the lot line on an assumed bearing of S0°26'21"W for a distance of 9.09' to a point; thence southeasterly on an assumed bearing of S18°51'49"E for a distance of 91.84' to a point; thence southeasterly on an assumed bearing of S31°33'56"E for a distance of 266.80' to a point, said point located along the southeasterly lot line of Lot 1; thence northeasterly along the lot line of Lot 1 on an assumed bearing of N26°31'56"E for a distance of 17.67' to a point; thence northwesterly on an assumed bearing of N31°33'54"W for a distance of 255.79' to a point, said point located in Lot 7; thence northwesterly on an assumed bearing of N18°51'49"W for a distance of 94.79' to a point; thence southwesterly along the north lot line of Lot 7 on an assumed bearing of S89°25'40"W for a distance of 12.63' to the POINT OF BEGINNING and ending there.

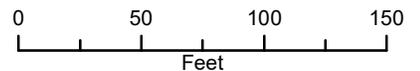


Proposed Utility Easement (LES) - pt NW SW Sec 26, T11N-R7E



Map Updated: October 2024
 By: Lower Platte South NRD, sdr

- Parcel Boundaries
- Proposed Easement Area
- Lot Lines based on Survey





United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Nebraska Water Science Center
5231 South 19th Street
Lincoln, NE 68512-1271

November 1, 2024

Mike Sousek
Lower Platte South Natural Resources District
PO Box 83581
Lincoln, NE 68501-3581

Dear Mr. Sousek:

Enclosed is a copy of Joint Funding Agreement No. 25NRJFA00230 for seasonal (8 month) operation of streamgage 06803502 Deadmans Run at 38th Street at Lincoln. The total amount of the agreement is \$12,145 or \$2,430 for the U.S. Geological Survey and \$9,715 for the Lower Platte South Natural Resources District. Please sign the agreement and return by email to aflynn@usgs.gov. Work cannot be continued until we receive the signed agreement.

Work performed with funds from this agreement will be conducted under the authority of Statute 43 USC 36C on a fixed-price basis. Billings will be rendered annually in July 2025. If the billing schedule needs to be revised, please contact Amanda Flynn at 402-328-4144 or aflynn@usgs.gov. The results of all work under this agreement will be available for publication by the U.S. Geological Survey.

For more information or any questions concerning this agreement, please contact Jason Lambrecht at 402-328-4124.

Sincerely,

Casey Lee, Center Director
USGS Nebraska Water Science Center

1 Enclosure
USGS UEI No. NJQMLNG5LA5

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2024, by the U.S. GEOLOGICAL SURVEY, Nebraska Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **the seasonal (8 month) operation of streamgage 06803502 Deadmans Run at 38th Street at Lincoln**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$2,430 by the party of the first part during the period October 1, 2024 to September 30, 2025
- (b) \$9,715 by the party of the second part during the period October 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website <https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 600000121
Agreement #: 25NRJFA00230
Project #: NR00GS1
TIN #: 47-0542969

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jason Lambrecht
Deputy Director of Hydrologic
Observations
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4124
Fax: (402) 328-4101
Email: jmlambre@usgs.gov

Customer Technical Point of Contact

Name: Mike Sousek
General Manager
Address: PO Box 83581
Lincoln, NE 68501
Telephone: (402) 476-2729
Fax:
Email: msousek@lpsnrd.org

USGS Billing Point of Contact

Name: Amanda Flynn
Budget Analyst
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4144
Fax: (402) 328-4101
Email: aflynn@usgs.gov

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U.S. Geological Survey
United States
Department of Interior

Lower Platte South Natural Resources District

Signature

Signatures

By _____
Name: Casey Lee
Title: Center Director

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Deadmans Run Stream Gauge Location, Lincoln NE

