



LOWER PLATTE SOUTH natural resources district

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MEMORANDUM

Date: February 14, 2024

To: Lower Platte South Natural Resources District Board of Directors

From: Will Inselman, Resources Coordinator *WI*

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Monday, February 12th, 2024, at 5:36 p.m., the Recreation, Forestry and Wildlife subcommittee met in the Large Conference Room. Subcommittee members present; Christine Lamberty – Chair, Anthony Schutz, Mark Spangler, and Seth Hawkins. Other attendees were Julie Diegel, Stacie Sinclair (Director), Mike Sousek, Adam Sutton, and Will Inselman.

The first item on the agenda was the consideration for the renewal of the Saline Wetland Conservation Partnership Interlocal Cooperation Agreement. Staff provided information on the history of the partnership between the City of Lincoln, LPSNRD, and the Nebraska Game and Parks Commission. The partnership has been extremely success in securing nearly 2,000 acres of habitat since its inception in 2003. Staff reiterated the importance of this partnership for the preservation of saline wetlands. Staff indicated that the main changes in the agreement were increases to partner contributions and an increase in office space rent for the coordinator that the NRD charges to the City of Lincoln. Staff fully support the renewal of this agreement to continue this great partnership. Staff fielded questions on what the funds in the agreement are used for and how the increase would be accounted for in the budget.

It was moved by Schutz to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to approve the Saline Wetland Conservation Partnership Interlocal Cooperation Agreement effective FY2025-2029, pending legal counsel review.

***A quorum was not present so a second will be required by the Board.**

Second on the agenda was a presentation and discussion led by Julie Diegel about the Miyawaki Forest Method and its potential uses and involvement from the NRD. She explains the benefits and uses within urban areas and the Miyawaki Forest's ability to combat climate change. Currently the City of Lincoln is looking to identify an area to test out this method in conjunction with the Nebraska Forest Service. It was suggested by the subcommittee that staff continue to stay engaged in conversation and provide technical support at this time.

No Action

Last on the agenda were staff updates. Reports/updates: Drone videos of recently completed projects, Backyard Prairie Pollinator Program kick-off, current tree seedling sales numbers.

Meeting adjourned at 6:36 p.m.

PC: RF&W subcommittee file

INTERLOCAL COOPERATION AGREEMENT
SALINE WETLANDS

This Cooperation Agreement (“Agreement”) is made and entered into as of the date the Agreement is fully executed below, by and between the City of Lincoln, Nebraska, a municipal corporation (“City”), the Nebraska Game and Parks Commission, an agency of the State of Nebraska (“Commission”), and the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska (“NRD”).

WHEREAS, all parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq., as amended, to enter into cooperative agreements for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, all parties have an interest in the management of Nebraska’s wildlife habitat and resources and have cooperatively advanced conservation efforts through the Saline Wetlands Conservation Partnership (“SWCP”) since its inception in 2003; and

WHEREAS, SWCP has been partnering with the Nebraska Chapter of Pheasants Forever, Inc. (“PF”), and it is anticipated that City will enter into a separate Cooperation Agreement with PF to join SWCP to partner in support of the project; and

WHEREAS, the parties agree that habitat in Nebraska, particularly the rare and unique Eastern Nebraska Saline Wetlands, need to be properly protected, restored, and managed on both public and private lands; and

WHEREAS, City, Commission, and NRD will continually apply for project funds through private, local, state, and federal sources for the Eastern Saline Wetland Project (“Project”). The parties to this Agreement will supply matching cash funds to acquire rights in Eastern Nebraska Saline Wetlands and continue to employ a project coordinator (“Coordinator”); and

WHEREAS, the parties desire to continue the SWCP in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. **Purpose.** The purpose of this Agreement is to further the interests of the SWCP as a cooperative exercise of authority among the parties without creating a separate joint entity. The SWCP will employ a Coordinator for the Project. This Agreement provides a mechanism for the cooperative development, administration, implementation, management, education and outreach, and evaluation of “Nebraska’s Eastern Saline Wetlands Conservation Plan 2018” (Attachment A).

2. **Duration.** This Agreement shall continue for a term of five (5) years, beginning on the 1st day of July 2024 and terminating on the 30th day of June 2029.

3. **City Responsibilities.** City shall:

- a. Employ and supervise the Coordinator during the term of this Agreement, with input from all parties.
- b. Cooperate with NRD in providing office and meeting space, equipment, and supplies for the Coordinator as needed in order that the Coordinator may fulfill his or her duties as described in Attachment D.
- c. Contract with affiliated parties, agencies, entities, and consulting firms to promote the goals of the SWCP.
- d. Be responsible for all obligations whatsoever which may occur or be required by Nebraska workers’ compensation laws, tax laws, or insurance laws in connection with the employment of the Coordinator. City shall hold harmless and indemnify Commission and NRD against any loss, expense, damage, claim, or suit relating to any workers’ compensation liability in the employment of the Coordinator, except when any loss, expense, damage, claim, or suit is caused by the negligence of Commission and/or NRD.
- e. Reimburse NRD annually in the amount of \$3,000 for the expenses associated with providing office space and meeting space, equipment and supplies for the Coordinator.

- f. Provide all other parties annually, on or about May 1st, a summary of the implementation and management of the SWCP, and the accomplishments of the Coordinator,
- g. Provide automobile liability insurance for NRD staff driving City vehicles involved in activities related to the Project. NRD shall provide automobile liability insurance for City staff driving NRD vehicles involved in activities related to the Project. City and NRD shall indemnify, defend, and hold harmless each other for any loss, expense, damage, claim, or suit related to the use of the other party's vehicles. Interns shall not be permitted to drive City or NRD vehicles except as allowed by written agreement. The parties shall comply with City's Administrative Regulation No. 9 (Attachment B), including motor vehicle record checks as required, for use of City vehicles.

4. The Coordinator Responsibilities. The Coordinator shall:

- a. Be an employee of City and shall not be represented to be an employee of either Commission or NRD.
- b. The Coordinator's duties are described in Attachment D, which include working in conjunction with the Project Officers of the Steering Committee identified in Item 8.
- c. Provide an itemized expense list associated with employment of the Coordinator at SWCP Steering Committee meetings.

5. NRD Responsibilities. NRD shall cooperate with the City in providing office and meeting space, equipment, and supplies for the Coordinator as needed in order that the Coordinator may fulfill his or her duties as described in Attachment D.

6. All Parties' Responsibilities. The parties shall:

- a. Not discriminate in employment of the Coordinator on the basis of race, color, religion, sex, disability, or national origin.
- b. Have in place, during the term of this Agreement, a Drug Free Workplace Policy stating that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace is prohibited.

- c. Work cooperatively for the purposes of promoting the conservation of Eastern Nebraska Saline Wetlands.
- d. Agree to provide the dollar amount specified in the payment schedule (Attachment C) to City as reimbursement for expenses associated with employing the Coordinator. The expenses incurred by the Coordinator in performance of duties will be payable upon consent of all parties.
- e. Be responsible for pro rata share of any debts incurred by City in the normal administration, development, implementation, management, and evaluation of SWCP.

7. Terms and Conditions.

- a. To the fullest extent permitted by law, the parties shall indemnify, defend, and hold harmless each of the other parties, its officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, 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. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of any party or qualified immunity of its employees or agents.
- b. The parties shall share equipment and staff for the management of all saline wetland management areas as determined necessary and mutually agreed upon.
- c. The parties shall share expenses associated with research projects as determined necessary and mutually agreed upon.
- d. The parties shall share expenses associated with land acquisitions and land management activities, including costs for land appraisals and supplies for land management activities other than equipment.

- e. Any party has the right to terminate this Agreement if any of the other parties fail to perform as required by this Agreement. Termination for failure to perform shall be effective only after the non-breaching party provides written notice to the breaching party of the failure to perform ninety (90) days in advance of termination and allows the breaching party an opportunity to cure during that time period. If one or more of the parties lacks sufficient funding for this Project, each party has the right to terminate this Agreement. Either party may also terminate this Agreement for any reason for its own convenience. Termination for convenience or lack of funding shall be effective only after terminating party provides written notice six (6) months in advance of the effective date and after the parties meet to discuss options for termination of the Agreement. Termination shall require a formal vote by the board of the party initiating the termination in order to be effective. Each party shall be responsible for its share of accumulated cost of the Project up to the time of termination.
- f. Upon termination of this Agreement, all personal property and support equipment used in the management of property within the Eastern Nebraska Saline Wetlands shall be divided as nearly as possible in portion to the funds provided according to this Agreement. If some or all of such property is not divisible, City, NRD, or Commission shall have the option to acquire it by paying the other party or parties the then market value of the property reduced by the proportional amount of the other party's original purchase contribution.
- g. Should this Agreement be terminated, the parties agree that the real property interests, either in fee simple or conservations easements, acquired in support of the Project shall continue to be held subject to any of the requirements of any grant funds received for the purchase of land rights or will work together to place reservations or easements on the land to ensure the conservation of the resources acquired and to sustain the integrity of the original purpose or goals of the Project. If any party after termination of the Project is unwilling to hold the land subject to reservations or easements consistent with the

Project, the parties shall cooperate for the potential transfer of the land to another party to the Agreement without compensation to continue the original purpose or goals of the Project.

h. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective devisees, personal representatives, successors, and assigns. This Agreement may not be assigned without the prior written consent of the other parties.

i. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement and invalidity of any section of this Agreement shall not invalidate any other section thereof. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

8. Steering Committee. The business and affairs of SWCP shall be conducted by the Steering Committee as follows:

a. Each party shall be a member of the Steering Committee of SWCP and shall appoint a representative from either its governing body or staff to act on behalf of each party at any meeting of the Steering Committee. In addition, SWCP will include representation from the Nebraska Chapter of Pheasants Forever, Inc. should City enter into a Cooperative Agreement with PF to partner in support of the Project. The following officers are hereby appointed by each party as Project Officers:

(1) City: Allison Speicher, 3131 O Street, Suite 300, Lincoln, Nebraska 68510, (402) 441-1652, or another employee as designated by City of Lincoln.

(2) Commission: Ted LaGrange, P.O. Box 30370, Lincoln, Nebraska 68503, (402) 471-5436, or another employee as designated by Commission.

(3) NRD: Will Inselman, P.O. Box 83581, Lincoln, Nebraska 68501, (402) 476-2729, or another employee as designated by NRD.

- (4) Nebraska Chapter Pheasants Forever, Inc. (PF): Kelsi Wehrman, P.O. Box 146, Nelson, Nebraska 68961, (402) 621-0744, or another employee as designated by PF.
- b. A separate Cooperative Agreement between the City and PF consents to having a member of PF serve on the Steering Committee of SWCP.
 - c. Representatives of all parties of this Project shall meet to provide guidance to the Coordinator and to develop goals, strategies, and projects to carry out Nebraska's Eastern Saline Wetlands Conservation Plan 2018 and to cooperatively implement the Project's goals.
 - d. The Steering Committee shall make recommendations to SWCP members with regard to working with an affiliate party to further the goals of SWCP.
 - e. A representative of an affiliated party may be appointed to the Steering Committee and entitled to the same rights and responsibilities as the representatives for the City, Commission, and NRD if so provided by a written amendment to this Agreement.

9. Acquisition of Land. Any purchase of conservation easements and titles in fee simple of wetlands and associated uplands shall be made subject to the recommendation of the Steering Committee. The title to real property interests may be held by one or more of the parties to this Agreement subject to the recommendation of the Steering Committee and the written consent of the party or parties which are to hold title or interest.

10. Amendments. This Agreement may be renewed, extended, or amended by mutual written consent of all the parties.

11. Statement of Law. This Agreement shall be subject to the laws of the State of Nebraska and ordinances of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DATED: _____

BY: _____

Leirion Gaylor Baird, Mayor,
CITY OF LINCOLN,
a political subdivision

DATED: _____

BY: _____

Jim Swenson, Deputy Director
NEBRASKA GAME AND PARKS COMMISSION,
a political subdivision

DATED: _____

BY: _____

Mike Sousek, General Manager
LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT, a political subdivision

ATTACHMENT A

NEBRASKA'S EASTERN SALINE WETLANDS CONSERVATION PLAN 2018

ATTACHMENT B

ADMINISTRATIVE REGULATION No. 9

ATTACHMENT C
PAYMENT SCHEDULE

Saline Wetlands Conservation Partnership

YEAR	CITY	COMMISSION	NRD
2025	\$60,000	\$60,000	\$60,000
2026	\$60,000	\$60,000	\$60,000
2027	\$65,000	\$65,000	\$65,000
2028	\$65,000	\$65,000	\$65,000
2029	\$75,000	\$75,000	\$75,000

ATTACHMENT D

COORDINATOR'S DUTIES

December 15, 2023

Dear LPS NRD Recreation, Forestry, and Wildlife Committee:

I have been working on building a coalition of individuals/organizations to help implement a pilot tree-planting project that has the potential to be replicated all over the city of Lincoln and other urban areas in the LPS NRD. It is an accessible, proactive solution to our need for rapid carbon sequestration in the midst of the climate crisis and provides an antidote to the heat island effect in cities, among other benefits. My self-imposed project was inspired by personal experience and by a book entitled, ***Mini-Forest Revolution: Using the Miyawaki Method to Rapidly Rewild the World***, by Hannah Lewis.

In brief, the Miyawaki Method is a blueprint for creating “pocket” forests that can thrive in small urban plots, characterized by dense planting of diverse, locally adapted woody species. Often, these forests are planted on marginal “waste” lands, like brownfields. The Method “re-creates the conditions for a mature natural forest to arise in *decades* rather than *centuries*” and simulates an “old-growth forest” that can boost biodiversity and a whole host of ecosystem services. Trees planted in this method grow as much as 3 feet per year. The Method is named after Dr. Akira Miyawaki, a Japanese botanist, and it has been employed successfully all over the world in a wide range of climates, including the U.S..

While the Miyawaki Method is not appropriate for application in grassland areas, it can provide many ecosystem services in urban landscapes where human intervention has already disturbed the natural habitat. Plus, it provides an opportunity to highlight the importance of protection and restoration of Nebraska grasslands and wetlands, and of the need to expand local food production in light of climate change.

One of the most important aspects of the Miyawaki Method is community involvement. Apart from the actual planting, the first step to creating a mini-forest is to form a team of experts and laypersons with the motivation and determination to see a project through. It would include people who know about local woody plant species and their ecology, and other professionals, such as landscape professionals, plant nurseries, parks and forest services - and NRDs! A species list is thoughtfully created, favoring native, “climax” species that are in general, longer-living, slower-growing, larger in size, shade tolerant, grow in richer soils and have deeper roots. Native plants are essential because they are not only adapted to local environmental conditions, but also with one another and with local fauna and soil microorganisms.

Once funding and the forest site is secured, installation using the Miyawaki Method involves the following basic steps:

1. Soil rejuvenation. This is to simulate the living soil of a healthy, natural forest. It is accomplished by decompacting and amending the soil with compost.
2. Planting density. In a Miyawaki forest, the standard planting density is three plants per square meter. This stimulates “mutualistic and competitive interactions among plants and facilitates connections with soil microorganisms. It also promotes virtuous competition for sunlight, hastening upward growth.”
3. Mulching. After planting, the ground is covered with a thick mulch to simulate fallen leaves on a mature forest floor, protecting the soil from water evaporation, erosion, and weed growth.

4. Maintenance. Once planted, the first three years require occasional watering and weeding, but after that, the rapid growth will shade out weeds and shelter the soil, and the forest becomes self-sufficient.

Planting day is a big celebration that includes elected officials, families and children, food and music, and most importantly buy-in from the community who will care for it and tell its story.

At the time of this writing, I have contacted more than 80 organizations and individuals, mostly, but not all in Lincoln. Lincoln Parks and Recreation, Urban Development, and the Lincoln Indian Center have all expressed interest in piloting a Miyawaki mini-forest. If LPS NRD would consider being a funding partner, it would help move a pilot forward and likely inspire more projects. Another opportunity might be to package a Miyawaki kit that would include the correct species, layout, soil preparation and planting instructions to remove barriers that might keep Homeowners Associations and Villages/Towns from trying it. I hope the Miyawaki mini-forest story inspires you to take action like it has inspired me.

Respectfully,
Julie Diegel
jkdiegel@gmail.com
402-202-0755

P.S. You can find many other articles and videos online, but here is a great little introductory video: <https://www.csmonitor.com/Environment/2023/0922/Miyawaki-A-little-forest-with-a-towering-task-video>

P.P.S. Among the many contacts I have made, the book's author, Hannah Lewis, is willing to share her expertise and answer questions we have once a project is secured; and Dana Fritz, photographer/author/professor in the Dept. of Art and Art History at UNL, agreed to photo-document our first Miyawaki Forest over time.

P.P.P.S. Three years ago, I planted an ornamental garden plot using native plant species on a small patch of land on the farm where I live. I densely planted several native grasses, flowering perennials, and two trees: a Bur oak and a Redbud. While I watered and weeded them as needed the first two years, they got no additional water during the dry months of 2022 and 2023. What surprised me was how quickly the two trees grew - at least 5 times faster than the same trees from the same source (LPS NRD), planted at the same time in my yard. I often wondered what caused their explosive growth. Perhaps the Miyawaki Method provides an explanation.