




LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581
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Memorandum

Date: June 13, 2024
To: Board of Directors
From: David Potter, Assistant General Manager 
RE: Land Resources Subcommittee Meeting Minutes.

The Land Resources Subcommittee met on Tuesday, June 11, 2024. There were four items for consideration and one for discussion. Subcommittee members present included Don Jacobson, Gary Aldridge, Seth Hawkins, Gary Hellerich, Susan Seacrest, and Ken Vogel. Members absent included Tom Green and Chelsea Johnson. Staff present included Shaula Ross, Donna Reid and David Potter. Tom Cowan, NRCS District Conservationist was also in attendance. Director Jacobson called the meeting to order at 5:00 p.m., thanked members for attending, and reviewed the agenda.

The first item was **consideration of an Agreement between Cass County and Lower Platte South NRD to obtain digital map products for the areas of the county within LPSNRD**. This item is the second of four agreements identified in the LRIP under Land Resources – Updated Aerial Imagery Acquisitions. The first agreement with Metropolitan Area Planning Agency (MAPA) was approved by the Board in March 2024. MAPA is the contracting agency working with the aerial imagery company Pictometry International Corp, dba EagleView. The agreement provided the District with aerial imagery for those portions of Butler, Otoe, and Saunders Counties that are within Lower Platte South NRD since those counties are not wanting the 6-inch resolution aerial imagery done at this time. Agreements with the City of Lincoln (for Lancaster County), Seward County, and Cass County will complete the aerial imagery for the entire District. These three counties are contracting either with MAPA or Pictometry directly to get imagery for the entire county and we have worked with counties in the past to get the imagery at a reduced rate

Ross stated that an agreement with Cass County is now being considered and will complete the 2024 aerial imagery for portions of the District located in Cass County. The LPSNRD cost to use the digital mapping is \$12,000 payable in two installments of \$6,000 invoiced to the District on November 30, 2024, for the first installment and on November 30, 2025, for the second installment. The proposed agreement with Cass County (attached) is for one flight and was provided to the subcommittee.

Potter and Ross answered questions on the proposed agreement and final product. Ross stated that flights have already been flown. She explained how the information will be received by the district and how the imagery will be used.

It was moved by Vogel, seconded by Seacrest, and unanimously approved by the Subcommittee to recommend the Board of Directors approve the Agreement between Cass County and LPSNRD for the use of digital map products for portions of LPSNRD located in Cass County.

The second item was **consideration of an Agreement between Seward County and Lower Platte South NRD to obtain digital map products for the areas of the county within LPSNRD**. This item is the third of four agreements identified in the LRIP under Land Resources – Updated Aerial Imagery Acquisitions. Ross stated this agreement being considered will complete the 2024 aerial imagery for portions of the District located in Seward County. The LPSNRD cost to use the digital mapping is \$4,000 payable in two installments of \$2,000 invoiced to the District on November 30, 2024, for the first installment and on November 30, 2025, for the second installment. The proposed agreement with Seward County (attached) is for one flight and was provided to the subcommittee. Ross answered questions on the proposed agreement and final product.

It was moved by Hawkins, seconded by Vogel, and unanimously approved by the Subcommittee to recommend the Board of Directors approve the Agreement between Seward County and LPSNRD for the use of digital map products for portions of LPSNRD located in Seward County.

The next item was **consideration of an Agreement between the City of Lincoln and Lower Platte South NRD to obtain digital map products for the areas of Lancaster County within LPSNRD**. Potter informed the group that this item is the fourth of four agreements identified in the LRIP under Land Resources – Updated Aerial Imagery Acquisitions. The agreement with the City of Lincoln being considered will complete the 2024 aerial imagery for portions of the District located in Lancaster County. Ross explained that this agreement will also include the use of aerial imagery taken in 2026 and 2028. The LPSNRD cost to use the digital mapping is \$32,250 payable in six installments of \$5,375 invoiced to the District beginning on December 1, 2024, and on December 1 of each following year, ending on December 1, 2029. The proposed agreement with the City of Lincoln (attached) is for six years or three flights and was provided to the subcommittee.

It was moved by Hellerich, seconded by Hawkins, and unanimously approved by the Subcommittee to recommend the Board of Directors approve the Agreement between the City of Lincoln and LPSNRD for the use of digital map products for portions of LPSNRD located in Lancaster County.

The fourth item was consideration of **Surface Water Quality Best Management Practices cost-share applications for summer work**. Donna Reid stated that two cost-share applications have been received for installing water quality improvement practices for the NRD's Summer Conservation Program and meet the program criteria. Both applications are for terraces and are in the Western Portion of the District, with one located within the SVL – Yankee Hill Lake targeted area. Potter discussed the increased cost-sharing of the Summer Conservation Program and stated the construction period for summer BMPs is between May 1st and September 15th. Tom Cowan also updated the subcommittee on project status and soil conditions throughout the District.

It was moved by Hellerich, seconded by Hawkins, and unanimously approved by the Subcommittee to recommend the Board of Directors approve the summer surface water quality BMP cost-share applications for Gary Snide and Paulsen Family Living Trust totaling an amount of \$30,315.

The last item was discussion of the **LPSNRD Filter Strip Program and a proposed Buffer Strip Program booster incentive**. Potter stated LPSNRD has a Filter Strip Program and administers the Nebraska Buffer Strip Program. The NRD Filter Strip Program encourages landowners to establish bands of vegetation adjacent to

cropland. Vegetation will improve water quality downstream by filtering out sediment and associated pollutants. The Nebraska Buffer Strip Program offers the same benefits with similar requirements and now has greater incentives. Information on the LPSNRD Filter Strip Program and the Nebraska Buffer Strip Program was provided to the subcommittee. Potter informed the group that we have been promoting both programs, however the district has seen less and less interest in the Filter Strip Program. We have two contracts that expired this year, leaving only four active contracts. One of those will expire in 2025 and the other three will expire in 2026. The district has not received any new applications since 2017.

Staff has suggested eliminating the LPSNRD Filter Strip Program and working with the Nebraska Buffer Strip Program by creating a booster program like the CRP Booster Program that was approved in 2014. A draft of a possible Buffer Strip Booster Program was provided to the subcommittee for review. Such a program could add dollars to the annual payment contracted with the Nebraska Department of Agriculture and/or provide for double payments the first or last year of the program. The District would close out the Filter Strip Program as the current contracts expire and not take any new applications if the booster program is developed and approved. Directors discussed the need to help persuade landowners to create more buffer strips on ground currently being row cropped.

Director Vogel recommended, and the subcommittee agreed that the District should continue the LPSNRD Filter Strip Program to honor and complete the current contracts but to not take any new applications. Landowner inquiries should be directed to NRCS and to the Nebraska Buffer Strip Program. Furthermore, the FY25 LRIP should be amended to include an action to develop a Buffer Strip Booster Program without any proposed expenditures and to consider funding in the FY26 budget if the program is approved.

There being no further business, Jacobson adjourned the meeting at 5:58 pm.

Pc: File
Mike Sousek
Shaula Ross

**AGREEMENT
FOR DIGITAL MAP PRODUCTS FOR CASS COUNTY**

THIS AGREEMENT ("Agreement") is made and entered into effective March 12, 2024, by and between the **Lower Platte South Natural Resources District**, a political subdivision of the State of Nebraska, located at 3125 Portia St., Lincoln, NE 68501-3581 (hereinafter referred to as the "District") and the **County of Cass**, Nebraska, A Body Politic and Corporate, located at 346 Main St, Plattsmouth, NE 68048 (hereinafter referred to as the "County"), and individually referred to sometimes as the "Party" or collectively as the "Parties."

WITNESSETH:

RECITALS

A. The County has entered into an agreement with the Omaha-Council Bluffs Metropolitan Area Planning Agency (herein after call MAPA) to obtain digital aerial mapping products, including aerial photography, digital orthophotos and other digital mapping items ("Digital Mapping") to be flown (initial data acquired) in the spring of 2024 with final product to be delivered at the end of summer to fall of 2024. The Digital Mapping will include the entire area of the County which includes the portion of the County located within the boundary of the District.

B. The District desires to obtain the right to use the Digital Mapping from the County for District purposes and to pay the County for such use as specified in Section II below.

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

**I.
COUNTY ADMINISTRATOR**

The Cass County GIS Program Manager, Sean Kennedy, will act as "Administrator" of this Agreement and will be responsible for delivery of the Digital Mapping to the District. The Administrator will provide staffing necessary to review the Digital Mapping. After the County has received delivery of the Digital Mapping, reviewed it, and accepted it, the County shall deliver (or allow MAPA to deliver) it to the District prior to October 31, 2024, unless flight delays cause a late delivery of the Digital Mapping to the County. The District may use the Digital Mapping in any manner that it chooses.

**II.
FEES, RECORDS, PAYMENT**

The District shall pay the County the sum of \$12,000 for the use of the Digital Mapping. The Administrator shall submit an invoice to the District in the sum of \$6,000 on or about November 30 of 2024 and 2025, until a total amount of \$12,000 is invoiced to the District for use of the Mapping Product, flown in the spring of 2024. Each \$6,000 invoice will be paid within thirty (30) days of receipt, unless otherwise agreed to in writing.

**III.
TERMINATION**

Either Party may terminate this Agreement with or without cause upon 30 days prior written notice to the other Party at the address stated above. If the District terminates before December 31, 2025, then the District shall be responsible for a prorate payment of the total \$12,000. And the District shall remove the Digital Mapping not fully paid for from its mapping system and return its copy to the County within 30 days following early termination. An accounting of all invoices and payments will be made by the County to the District upon the District's request. If this Agreement is terminated by the County, except for termination due to the District's failure to make a required payment, the District shall receive a full refund for any payment made prior to the City's termination, and the District is entitled to retain the Digital Mapping in its possession.

**IV.
WARRANTY**

The County represents and warrants that it has the right to grant the District the use of the Digital Mapping as provided for under this Agreement and will defend the District if there is any claim that the County does not have the right to grant the District such use.

**V.
TERM**

This Agreement shall remain in full force and effective from March __, 2024, through December 31, 2025 unless terminated earlier by either Party as provided in Section III above. This Agreement may be extended past December 31, 2025, upon the mutual agreement of Parties.

**VI.
NON-DISCRIMINATION**

The Parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

**VII.
APPLICABLE LAW**

The Parties shall comply with all existing local, state and federal laws applicable to the transaction set forth in the Agreement. Nebraska law will govern the terms and the performance under this Agreement.

**VIII.
MODIFICATION**

This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer or respective of the Parties.

**IX.
INDEMNIFICATION**

Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, agents, and employees from and against all claims, damages, suits, actions, payments, liabilities, judgments, and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom.

Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for negligent or wrongful acts or omissions of said other Party or its principals, officers, employees, or agents.

**X.
INDEPENDENT CONTRACTOR**

It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of one Party shall not be deemed to be employees of any other Party. Each Party shall be responsible to their own respective employees for all salary and benefits. A Party's employees shall not be entitled to any salary, wages, or benefits from the other Party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave, or injury leave.

Executed by the District this _____ day of _____, 2024.

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT,
a political subdivision of the State of Nebraska,

By: _____
Mike Sousek, General Manager

Executed by County of Cass this 12th day of March, 2024.

COUNTY OF CASS NEBRASKA,
A Body Politic and Corporate

By: Chairman:  _____
Board of Commissioners of Cass County, Nebraska

ATTEST: Cass County Clerk:  _____

Approved as to form:  _____
County Attorney

COPY

**AGREEMENT
FOR DIGITAL MAP PRODUCTS FOR SEWARD COUNTY**

THIS AGREEMENT ("Agreement") is made and entered into effective _____, 2024, by and between the **Lower Platte South Natural Resources District**, a political subdivision of the State of Nebraska, located at 3125 Portia St., Lincoln, NE 68501-3581 (hereinafter referred to as the "District") and **Seward County**, Nebraska, a political subdivision of the State of Nebraska, located at 529 Seward St, Room 305, Seward, NE 68434, (hereinafter referred to as the "County"), and individually referred to sometimes as the "Party" or collectively as the "Parties."

WITNESSETH:

RECITALS

A. The County has entered into an agreement with Pictometry/Eagle View to obtain digital aerial mapping products, including aerial photography, digital orthophotos and other digital mapping items ("Digital Mapping") to be flown (initial data acquired) in the spring of 2024, with final product to be delivered at the end of summer 2024. The Digital Mapping will include the entire area of the County which includes the portion of the County located within the boundary of the District.

B. The District desires to obtain the right to use the Digital Mapping from the County for District purposes and to pay the County for such use as specified in Section II below.

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

**I.
DELIVERY OF DIGITAL MAPPING**

The County has requested that Pictometry/Eagle View deliver the final Mapping Product to the District.

**II.
FEES, RECORDS, PAYMENT**

The County shall submit an invoice to the District in the sum of \$2,000 on or about November 1 of 2024 and 2025, until a total amount of \$4,000 is invoiced to the District for use of the Mapping Product, flown 2024. Each \$2,000 invoice will be paid within thirty (30) days of receipt, unless otherwise agreed to in writing.

**III.
TERMINATION**

Either Party may terminate this Agreement with or without cause upon 30 days prior written notice to the other Party at the address stated above. If the District terminates before December 31, 2025 (for the 2024 flight) then the District shall remove the Digital Mapping not fully paid for from its mapping system and return its copy to the County within 30 days following early termination. An accounting of all invoices and payments will be made by the County to the District upon the District's request. If this Agreement is terminated by the County, except for termination due to the District's failure to make a required payment, the District shall receive a full refund for any payment made prior to the City's termination, or in lieu thereof, the District may elect to retain the Digital Mapping in its possession.

**IV.
WARRANTY**

The County represents and warrants that it has the right to grant the District the use of the Digital Mapping as provided for under this Agreement and will defend the District if there is any claim that the County does not have the right to grant the District such use.

**V.
TERM**

This Agreement shall remain in full force and effective from _____, 2024 through December 31, 2025, unless terminated earlier by either Party as provided in Section III above. This Agreement may be extended past December 31, 2025, upon the mutual agreement of Parties.

**VI.
NON-DISCRIMINATION**

The Parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

**VII.
APPLICABLE LAW**

The Parties shall comply with all existing local, state and federal laws applicable to the transaction set forth in the Agreement. Nebraska law will govern the terms and the performance under this Agreement.

VIII. MODIFICATION

This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer or respective of the Parties.

IX. INDEMNIFICATION

Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, agents and employees from and against all claims, damages, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom.

Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for negligent or wrongful acts or omissions of said other Party or its principals, officers, employees, or agents.

X. INDEPENDENT CONTRACTOR

It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of one Party shall not be deemed to be employees of any other Party. Each Party shall be responsible to their own respective employees for all salary and benefits. A Party's employees shall not be entitled to any salary, wages, or benefits from the other Party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave.

Executed by the District this ____ day of _____, 2024.

LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT, a political subdivision of the State of Nebraska,

By: _____
Michael Sousek, General Manager

Executed by the County this ____ day of _____, 2024.

SEWARD COUNTY NEBRASKA, a political subdivision of
the State of Nebraska,

By: _____
Seward County Board Chairperson

**AGREEMENT
FOR DIGITAL MAP PRODUCTS FOR CITY OF LINCOLN and LANCASTER COUNTY**

THIS AGREEMENT ("Agreement") is made and entered into effective as of _____, 2024, by and between the **Lower Platte South Natural Resources District**, a political subdivision of the State of Nebraska, located at 3125 Portia St., Lincoln, NE 68501-3581 (hereinafter referred to as the "District") and the **City of Lincoln**, Nebraska, a municipal corporation of the State of Nebraska, located at 555 So 10th St., Lincoln, NE 68508 (hereinafter referred to as the "City") and individually referred to sometimes as the "Party" or collectively as the "Parties."

WITNESSETH:

RECITALS

A. In the spring of 2024, City entered into an agreement with the Omaha-Council Bluffs Metropolitan Area Planning Agency ("MAPA"), the purpose of which is to:

- 1) Obtain digital aerial mapping of the entire area of Lancaster County, Nebraska ("Digital Mapping") which includes digital orthophotos (imagery) and other information or data such as existing building footprints as may be requested by City; and
- 2) The Agreement also calls for updates of the Digital Mapping in the years 2026 and 2028.

B. The District desires to obtain the right to use the Digital Mapping from the City for District purposes and to pay the City for such use the total amount of \$32,250.00, payable in equal installments of \$5,375.00 per year as provided in Section II below.

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

**I.
ADMINISTRATION OF THE
AGREEMENT**

The City's Information Services GIS Manager will act as (the "Administrator") of this Agreement between the City and the District. The Administrator will be responsible for delivery of the Digital Mapping to the District once the City has obtained possession of the Digital Mapping. The Administrator will also make available to the District, City staff necessary for the District to review the Digital Mapping and to deliver (or allow the Imagery Company or MAPA to deliver) the Digital Mapping to the District's facilities. The Digital Mapping will be delivered to the District no later than October 31, 2024, and following acquisitions no later than October 31, 2026, and October 31, 2028, unless the District consents to a later date in writing, and such consent will not be unreasonably withheld.

**II.
FEES, RECORDS, PAYMENT**

The City shall submit a bill to the District in the amount of \$5,375.00 beginning on December 1, 2024, and on December 1 of each following year, ending on December 1, 2029, for a total amount of \$32,250.00. The District shall pay each bill within 30 days of receipt.

**III.
TERMINATION**

Either Party may terminate this Agreement with or without cause upon 30 days prior written notice to the other Party at the address stated above. If terminated by the District before December 1, 2029, the District shall only be required to pay for its use on a prorated basis computed from December 1, 2023, to the date of termination. Within 30 days after termination by the District, the District shall delete the Digital Mapping from its GIS system and return any hard copy of the Digital Mapping to the City. Within 30 days after the return of the Digital Mapping to the City, the City shall provide the District with an accounting of payments and any refunds. If the Agreement is terminated by the City, except for termination due to the District's failure to make a required payment, the District shall receive a full refund for any payment made prior to the City's termination, or in lieu thereof, the District may elect to retain the Digital Mapping in its possession.

**IV.
WARRANTY**

The City represents and warrants that it has the right to grant the District the use of the Digital Mapping as provided for under this Agreement and will defend the District if there is any claim that the City does not have the right to grant the District such use.

**V.
TERM**

This Agreement shall remain in full force and effective from _____, 2024 through December 31, 2029, unless terminated earlier by either Party as provided in Section III above. This Agreement may be extended past December 31, 2029, upon the mutual agreement of the Parties.

**VI.
NON-DISCRIMINATION**

The Parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

VII.

APPLICABLE LAW

The Parties shall comply with all existing local, state and federal laws applicable to the transaction set forth in the Agreement. Nebraska law will govern the terms and the performance under this Agreement.

VIII. MODIFICATION

This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer or representative of the Parties.

IX. INDEMNIFICATION

Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, agents and employees from and against all claims, damages, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom.

Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for negligent or wrongful acts or omissions of said other Party or its principals, officers, employees, or agents.

X. INDEPENDENT CONTRACTOR

It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of one Party shall not be deemed to be employees of any other Party. Each Party shall be responsible to their own respective employees for all salary and benefits. A Party's employees shall not be entitled to any salary, wages, or benefits from the other Party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave.

Executed by the District this _____ day of _____, 2024.

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT,

By. _____
Michael Sousek, General Manager

Executed by the City this _____ day of _____, 2024.

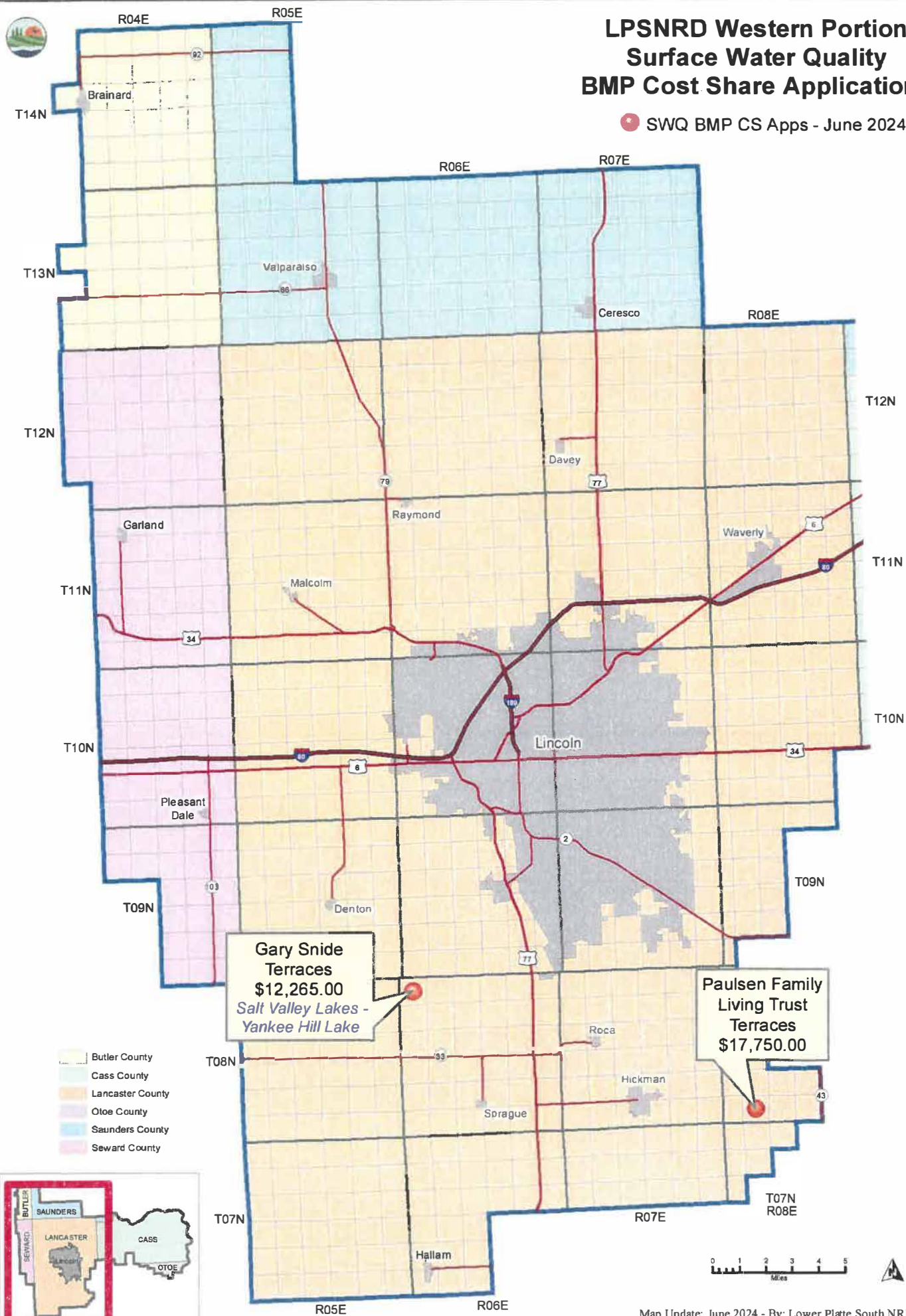
CITY OF LINCOLN, NEBRASKA,
a municipal corporation,

By. _____
Lyn Heaton, Finance Director



LPSNRD Western Portion Surface Water Quality BMP Cost Share Applications

● SWQ BMP CS Apps - June 2024



Western Section

Applicant Name	Section	Township	Range	County	Practice	Amount	Targeted Area
Gary Snide	6	8	6	Lancaster	Terraces	\$12,265.00	SVL – Yankee Hill Lake
Paulsen Family Living Trust	32	8	8	Lancaster	Terraces	\$17,750.00	
					TOTAL	\$30,315.00	