Agenda Item: 9

## Memorandum

To: Papio-Missouri River Natural Resources District Programs Projects and Operations Subcommittee

From: Paul W. Woodward, PE, Groundwater Management Engineer

**Date:** May 4, 2017

Re: Review and Recommendation on 2017 Amended Lower Platte River Corridor Alliance Interlocal

Agreement

The three Lower Platte NRDs as well as six state agencies have been members of the Lower Platte River Corridor Alliance since it was formed through Interlocal Agreement in 1996. The purposes of the Alliance as stated in the original Interlocal Agreement include:

Locally-drawn comprehensive natural resource planning and management

- Cooperatively seek federal or state legislation necessary to provide technical and financial assistance for Lower Platte River projects
- Retain a full-time Coordinator
- Organize and provide open communication with stakeholders

Recently, concerns have been expressed about the direction and activities of the Alliance. Therefore, a retreat for all the Alliance members was held on February 24, 2017 to refine the purposes of the Alliance and subsequently its goals and objectives (see attached minutes, Retreat notes, and Retreat Report by JEO). At the conclusion of the retreat, it was decided to redraft the interlocal agreement based on the revised purposes and group discussion.

A revised agreement has been prepared and is attached (redline and clean copy). Specific amendments to the agreement include:

- Official creation of an Alliance Board represented by two designated representatives from each NRD and one representative from each participating state agency, and creation of an executive committee responsible for reviewing information and action items before Alliance meetings.
- Separation of the administrative fund from a project fund so that all Alliance members would still be responsible for contributing to the Administrative Fund, but could choose what projects to financially support.

Staff recommends that the subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the 2017 Amended Interlocal Agreement for the Lower Platte River Corridor Alliance, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel, and that the Chairman be authorized to appoint the District's two representatives to the Alliance Board.

#### 2017 AMENDED INTERLOCAL COOPERATION ACT AGREEMENT

#### LOWER PLATTE RIVER CORRIDOR ALLIANCE

This Amended Interlocal Agreement (hereinafter "this Agreement") is made by and among the following parties: the Lower Platte South Natural Resources District; the Lower Platte North Natural Resources District; the Papio-Missouri River Natural Resources District; and the State of Nebraska represented by the Nebraska Department of Natural Resources; the Nebraska Department of Environmental Quality; the Nebraska Department of Health and Human Services; the Nebraska Game and Parks Commission; the Nebraska State Military Department; and the University of Nebraska Institute of Agriculture and Natural Resources, all such parties hereinafter being referred to collectively as "the Alliance."

Whereas, the Lower Platte River Corridor ("the Corridor"), generally three to five miles wide consisting of the Platte River floodplain and adjacent bluffs stretching from Columbus, Nebraska, to the mouth of the Platte River near Plattsmouth, Nebraska, is a unique natural resource which offers tremendous opportunities for public water supplies, agricultural production, tourism, recreation, fishing, mining, wildlife habitat, and residential development.

Whereas, the participants of this Agreement, having recognized the Alliance's beginning in 1996 and the important work thus completed, desire to continue working together to assure the vitality of the Corridor for the next 50 or 100 years. We do not believe that a natural resources crisis exists today, but we feel that the Corridor may be threatened by a lack of coordination and long-range planning and by inconsistent land and water resources use decisions in both the public and private sectors; and, we believe that, ultimately, there will be a crisis unless preventative action is continued. We believe that we need to begin now to make sure that, as the Corridor becomes more intensively developed, it will be with the lowest possible negative impact on the natural resources in the Corridor. Therefore, we believe that, inasmuch as possible, development which enhances such resources should be encouraged; and development which deteriorates those resources should be discouraged or measures taken to mitigate such deterioration; that we have responsibility for and should adopt the mission of assisting local agencies having jurisdiction over land use in the Corridor to become fully-informed about the natural resources impacts of their decisions; and, that through this process, zoning boards and other land use regulators will embrace the need for consistent decision-making across jurisdictions as to promote natural resources conservation in the Corridor.

Whereas, the original Interlocal Cooperative Act Agreement was entered into in 1996, then revised and adopted as the amended agreement in 1997 to give the agreement permanent duration, then amended in 2000 to increase the amount of the Administrative Fund to \$65,000.00 and recognized the merger of the Nebraska Natural Resources Commission with the Department of Water Resources into a new agency called the Nebraska Department of Natural Resources, and then again amended in 2004 to broaden the funding sources and accept grants, donations and other contributions and to establish the Lower Platte Corridor Alliance Fund.

Now therefore, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the parties agree as follows:

- 1. **Authority.** This Agreement is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §13-801. R.R.S., 1943, et seq.), without a separate entity being created, and, whenever possible, this Agreement shall be construed in conformity therewith.
- 2. **Administration:** This Agreement shall be administered by the Lower Platte South Natural Resources District.
- 3. **Purposes:** The parties to this Agreement do hereby adopt the following purposes for the Alliance, namely, the Alliance will:
  - A. Promote locally-drawn comprehensive natural resources planning and management for the Corridor, providing a consistent approach to wise use of the resources base and ecosystem in the Corridor.
  - B. Seek any state legislation which all parties to this Agreement determine necessary to support the work of the Alliance to promote locally-drawn comprehensive natural resources planning and management for the Corridor;
  - C. Prepare reports twice per year on the work of the Alliance;

- D. Coordinate with federal agencies for authorization and appropriation of federal funds as necessary to provide planning, technical and financial assistance to the parties of this Agreement;
- E. Retain a Corridor Alliance Coordinator ("the Coordinator"), who shall be a regular, full-time employee of the Lower Platte South Natural Resources District, and whose compensation and expenses shall be advanced by the Lower Platte South Natural Resources District, subject to reimbursement from the Administrative Fund hereinafter described. The Coordinator shall be responsible for coordinating the promotion by the Alliance of locally-drawn comprehensive natural resources planning and management for the Corridor; shall act as liaison among the parties and local, State and Federal governmental agencies with responsibilities for natural resources and land use planning in the Corridor; shall prepare or direct the preparation of annual budgets for the Alliance, monthly reports and a newsletter twice per year on the work of the Alliance; shall seek funding from other sources to help carry out the purposes of this Agreement; and shall take such other action, consistent with this Agreement, as directed by the General Manager of the Lower Platte South Natural Resources District;
- F. Identify stakeholders, decision-makers, and resource personnel who influence the course of development of the Corridor and provide the means to, and open the lines of communication among, all who will participate;
- G. Foster communication and cooperation among local, state and federal organizations, private and public;
- H. Prepare and distribute educational materials describing the values of the Corridor, the potential challenges, issues, and solutions, and the options for land use development and decision-making;
- Organize meetings of stakeholders, decision-makers, and interested parties to share knowledge of the Corridor, compare projects and programs of all involved, and forge a vision of the future of the Corridor;

- J. Establish a continuing process of communicating issues, policies, and development status to all involved and updating the vision of the Alliance as needed; and
- K. Promote cooperation among private and public individuals and organizations to lead all involved towards better development in accord with the vision of the future.

#### 4. Alliance Board and Executive Subcommittee:

- A. The Alliance Board shall consist of two designated representatives from each NRD and a representative from each remaining Agency of the Alliance annually contributing to the Administrative Fund. All actions taken at the Alliance meetings shall be by roll call and adopted by unanimous vote of representatives present. Project, contractor, and grant agreements and other actions requiring signature authority shall be considered by the Lower Platte South NRD Board upon recommendations of the Executive Subcommittee and Alliance Board. The Alliance Board shall meet quarterly, unless otherwise agreed upon by the Alliance Board.
- B. An Executive Subcommittee shall be comprised of the two representatives from each NRD and such subcommittee shall review agendas and all proposals of the Alliance before each quarterly meeting and before action is taken by the Alliance or the Lower Platte South NRD. Such subcommittee shall meet at least quarterly or as needed and meetings shall be set and arranged by the Coordinator.
- 5. Budget and Work Plan: The annual work plan and budget for the Alliance shall be approved by unanimous agreement of the Alliance Board. Said work plan and budget shall be reviewed by the Executive Subcommittee and approved by each NRD prior to Alliance Board approval (typically at the second quarterly meeting of each year). Projects to be considered by the Alliance shall have participation (financial funding) by at least two of the NRDs. Participation in projects by NRDs is voluntary but the annual contribution to the Administrative Fund by the NRDs is required.
- 6. **Funds:** The parties do hereby create separate funds in order to receive dues, payments, grants, and donations and to pay expenses and salaries.

- A. The "Administrative Fund", to be held by the Lower Platte South Natural Resources District in an interest-bearing account in trust for the parties contributing thereto.
  - i. Each party to this Agreement annually will make a financial contribution to the Administrative Fund, with the goal of the parties being a collective contribution of ninety thousand dollars (\$90,000) to the Administrative Fund for each fiscal year. Within the limits of State funds being available for this purpose, as determined by the directors of the State agencies which are signatory to this Agreement, the State annually will contribute an amount not exceeding forty-two thousand dollars (\$42,000) or seven thousand (\$7,000) each to the Administrative Fund. Such contributions may include inter-agency personnel agreement(s). Within the limits of natural resources district funds being available for this purpose, and determined by the boards of directors of the respective districts, each natural resources district which is a party to this Agreement annually will contribute an amount equal to one-third of the difference between the State's contribution for the fiscal year and the ninety thousand dollars (\$90,000) annual goal for that fiscal year, of at least sixteen thousand dollars (\$16,000) and not to exceed twenty-three thousand dollars (\$23,000) per year.
  - ii. The Administrative Fund may be used only to reimburse the Lower Platte South Natural Resources District for the Coordinator's salary, benefits, and other budgeted administrative expenses.
  - iii. Each party may make additional contributions to the Fund when it is determined by the Lower Platte South Natural Resources District that such contributions are necessary to carry out the purposes of this Agreement. Each state agency shall pay for services or material requested from the Coordinator when such services or material are independent of the purpose of the Alliance and not performed at the direction of the Lower Platte South Natural Resources District.
  - iv. In the event that the Alliance is terminated, such funds within the Administrative Fund, shall be divided up among the NRDs and participating State Agencies at the time of such termination based on the percentage of their total contribution to the Administrative Fund.

- B. The Project, Program and Event Fund ("Project Fund"), to be held by the Lower Platte South Natural Resources District in an interest-bearing account in trust for the parties contributing thereto.
  - i. Each party participating in a budgeted project, program and/or event will make a financial contribution to the Project Fund based on the percentage of participation in the project, program or event. Funds shall be used to pay for consultants, contractors, grants and other agencies, companies, or suppliers needed for a specific project, program or event.
  - ii. In the event that the Alliance is terminated, such funds within the Project Fund, shall be divided up among the NRDs and participating State Agencies at the time of such termination based on the percentage of their total contribution to the Project Fund.
- C. Lower Platte River Corridor Alliance Fund Affiliated Fund with Nebraska Community
  Foundation: The parties agree to establish the "Lower Platte River Corridor Alliance Fund" (hereinafter referred to as LPRCA Fund") through a Designated Fund Agreement with the Nebraska Community
  Foundation ("NCF"). This fund will allow the Alliance to accept grants, donations and other contributions to carry out the purposes as set forth in this interlocal agreement. The LPSNRD shall enter into a Designated Fund Agreement with the NCF on behalf of the Alliance. The Alliance shall pay all administrative, disbursement, and other associated fees to maintain the LPRCA Fund. The NCF shall collect and hold all funds as stipulated in the Designated Fund Agreement. The LPSNRD shall request disbursement of funds as necessary and deemed appropriate by the Alliance Board.
- 7. Contracts: The Lower Platte South Natural Resources District may enter into separate contracts with individual State agencies which are parties to this Agreement, committing the Coordinator to the performance of specific roles consistent with both the objectives of this Agreement and the respective missions of those agencies.
- 8. **Property:** Property obtained under this Agreement shall be property of the Lower Platte South Natural Resources District unless otherwise agreed to by all agencies and natural resources districts.
- 9. Additional Duties of the Parties: Each of the parties to this Agreement shall prepare and provide the Coordinator with a concise description of that party's jurisdiction over activities in the Corridor and of

the kinds of related data and other information available from that party. Data and information which is a matter of public record shall be made available to Coordinator upon request without cost. Within the limits of its authority and financial capability, each party shall also provide the Coordinator with technical and other assistance as requested.

- Duration and Termination of Agreement: This Agreement shall have permanent duration. Any 10. agency or natural resources district's involvement with the Alliance and responsibilities under the Agreement may be terminated by such agency or natural resources district without cause effective upon 90 days written notice to the other parties; provided, however, such termination by an agency or natural resources district shall not affect any rights of reimbursement under this Agreement, prior to such notice of termination being given, for costs incurred or money's advanced for actions taken or responsibilities assumed by another agency or natural resources district during the term of and pursuant to this Agreement. In the event of such termination by an agency or natural resources district, the pro-rata portion of all contributions made by the terminating agency or natural resources district to the Administrative Fund and Project Fund that are unexpended from the Administrative Fund and Project Fund as of the effective date of such termination are forfeited to the remaining Alliance members, unless agreed upon by unanimous vote and then shall be returned to such agency or natural resources district. This Agreement and Alliance may be terminated upon the vote of twothirds of the constituted Alliance. Upon action to terminate the Alliance, all outstanding debts and obligations of the Alliance shall be paid.
- 11. Effect of Agreement: This Agreement is intended to amend and supersede the Interlocal Cooperative Act Agreement on the same subject originally entered into in 1996, revised and adopted as the amended agreement in 1997, and then amended in 2000 and 2004 by and among the Lower Platte South Natural Resources District, the Lower Platte North Natural Resources District, the Papio-Missouri River Natural Resources District, and the State of Nebraska, represented by the Nebraska Department of Natural Resources; the Nebraska Department of Environmental Quality; the Nebraska Department of Health and Human Services; the Nebraska Game and Parks Commission; the Nebraska Military Department; and the University of Nebraska Institute of Agriculture and Natural Resources.
- 12. **Execution:** Copies of this Agreement, as executed by all parties, shall be maintained as part of the records of the Lower Platte South Natural Resources District, which, upon receiving copies executed

by all of the parties, shall notify all of the parties to this Agreement that the same has been fully executed.

Effective Date: This Agreement shall become effective upon execution by all parties.

IN WITNESS WHEREOF, this AMENDED INTERLOC	AL COOPERATION ACT AGREEMENT for the LOWER PLATTE
	Platte South Natural Resources District on this day of
	lution duly adopted by its Board of Directors.
LOW	ER PLATTE SOUTH NATURAL RESOURCES DISTRICT
Ву: _	
	Paul D. Zillig, General Manager
This AMENDED INTERLOCAL COOPERATION ACT AGRE	EEMENT for the LOWER PLATTE RIVER CORRIDOR ALLIANCE
is executed by the Lower Platte North Natural Resour	
	lution duly adopted by its Board of Directors.
, 2017, pursuant to reso	action daily adopted by its board of Directors.
LOW	ER PLATTE NORTH NATURAL RESOURCES DISTRICT
Ву: _	
-7-	John Miyoshi, General Manager
This AMENDED INTERLOCAL COOPERATION ACT AGRE	EEMENT for the LOWER PLATTE RIVER CORRIDOR ALLIANCE
is executed by the Papio-Missouri River Natural Resou	urces District on this day of
, 2017, pursuant to reso	lution duly adopted by its Board of Directors.
PAPIO	O-MISSOURI RIVER NATURAL RESOURCES DISTRICT
Ву: _	
	John Winkler, General Manager

is executed by the Nebraska Department of Natural Resources on this day	
2017,	,
NEBRASKA DEPARTMENT OF NA	ATURAL RESOURCES
By: Gordon W. Fassett, Dire	ector
This AMENDED INTERLOCAL COOPERATION ACT AGREEMENT for the LOWER PLA	ATTE RIVER CORRIDOR ALLIANCE
is executed by the Nebraska Department of Environmental Quality on this	day of
, 2017,	
NEBRASKA DEPARTMENT OF EN	VIRONMENTAL QUALITY
By: Dennis Burling, Deputy	Director
This AMENDED INTERLOCAL COOPERATION ACT AGREEMENT for the LOWER PLA is executed by the Nebraska Department of Health and Human Services on this	
NEBRASKA DEPARTMENT OF HEALTH AF	ND HUMAN SERVICES
By:	
Dr. Tom Williams, Chief Medical Off	icer & Director of Public Health
This AMENDED INTERLOCAL COOPERATION ACT AGREEMENT for the LOWER PLA	ATTE RIVER CORRIDOR ALLIANCE
is executed by the Nebraska Game and Parks Commission on this day of	
201,	
NEBRASKA GAME AND PARKS C	OMMISSION
Ву:	
Tim McCoy, Deputy Dire	

This AMENDED INTERLOCAL COOPERATION AC	CT AGREEMENT for the LOWER PLATTE RIVER CORRIDOR ALLIANCE
is executed by the Nebraska State Military Dep	partment on this day of, 2017,
	NEBRASKA STATE MILITARY DEPARTMENT
	By: Maj. Gen Daryl L. Bohac, Adjutant General
	Maj. Gen Daryl L. Bohac, Adjutant General
	CT AGREEMENT for the LOWER PLATTE RIVER CORRIDOR ALLIANCI tute of Agriculture and Natural Resources on this day of
	UNIVERSITY OF NEBRSAKA INSTITUTE OF AGRICULTURE AND NATURAL RESOURCES
	By: Mike Boehm, Vice Chancellor Institute of Agriculture and Natural Resources

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Whereas, the Lower Platte River Corridor Alliance ("the Corridor"), generally three to five miles wide consisting of the Platte River floodplain as defined by the Federal Emergency Management Agency, including and theadjacent bluffs adjacent thereto, and stretching from Columbus, Nebraska, to the mouth of the Platte River near Plattsmouth, Nebraska, is a unique natural resources which offers tremendous opportunities for public water supplies, agricultural production, tourism, recreation, fishing, mining, wildlife habitat, and residential development.

WhereasWe, the participants of this Agreement, having recognized the Alliance's beginning in 1996 and the important work thus completed, desire to continue working together to now ask what we need to do to assure the vitality of the Corridor for the next 50 or 100 years. We do not believe that a natural resources crisis exists today, but we feel that the Corridor may be threatened by a lack of coordination and long-range planning and by inconsistent land and water resources use decisions in both the public and private sectors; and, we believe that, ultimately, there will be a crisis unless preventative action is continued begun now. We believe that we need to begin now to make sure that, as the Corridor becomes more intensively developed, it will be with the lowest possible negativedeleterious impact on the natural resources in the Corridor. Therefore, we believe that, inasmuch as possible, development which enhances such resources should be encouraged; and development which deteriorates those resources should be discouraged or measures taken to mitigate such deterioration; that we have responsibility for and should adopt the mission of assisting local agencies having jurisdiction over land use in the Corridor to become fully-informed about the natural resources impacts of their

decisions; and, that through this process, zoning boards and other land use regulators will embrace the need for consistent decision-making across jurisdictions as to promote natural resources conservation in the Corridor.

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  - A. Promote locally-drawn comprehensive natural resources planning and management for the Corridor, providing a consistent approach to wise use of the resources base and ecosystem in the Corridor.
  - B. Seek any state legislation which all parties to this Agreement determine necessary to support the work of the Alliance to promote locally-drawn comprehensive natural resources planning and management for the Corridor;
  - C. Prepare bi-annual reports twice per year on the work of the Alliance;

- D. Seek Coordinate with federal agencies for authorization and appropriation of federal funds

  federal legislation as necessary to authorize federal agencies to provide planning, and technical
  and financial assistance to the parties of this Agreement;
- E. Retain a Corridor Alliance Coordinator ("the Coordinator"), who shall be a regular, full-time employee of the Lower Platte South Natural Resources District, and whose compensation and expenses shall be advanced by the Lower Platte South Natural Resources District, subject to reimbursement from the Administrative Fund hereinafter described. The Coordinator shall be responsible for coordinating the promotion by the Alliance of locally-drawn comprehensive natural resources planning and management for the Corridor; shall act as liaison among the parties and local, State and Federal governmental agencies with responsibilities for natural resources and land use planning in the Corridor; shall prepare or direct the preparation of annual budgets for the Alliance, and bi annual monthly reports and a newsletter twice per year on the work of the Alliance; shall seek funding from other sources to help carry out the purposes of this Agreement; and shall take such other action, consistent with this Agreement, as directed by the General Manager of the Lower Platte South Natural Resources District;
- F. Identify representative stakeholders, key decision-makers, and valuable resource personnel who influence the course of development of the Corridor and provide the means to, and open the lines of communication among, all who will participate;
- G. <u>Create an entity that will foster Foster</u> communication and cooperation among local, state and federal organizations, private and public;
- H. Prepare and distribute educational materials describing the values of the Corridor, the potential challenges, issues, problems and solutions, and the options for land use development and decision-making;
- I. Organize meetings of stakeholders, decision-makers, and interested <u>partiespersons</u> to share knowledge of the Corridor, compare projects and programs of all involved, and forge a vision of the future of the Corridor;

- J. Establish a continuing process of communicating issues, policies, and development status to all involved and updating the vision of the Alliance as needed; and
- K. Promote cooperation among private and public individuals and organizations to lead all involved towards better development in accord with the vision of the future.

#### 4. Alliance Board and Executive Subcommittee:

- A. The Alliance Board shall consist of two designated representatives from each NRD and a representative from each remaining Agency of the Alliance annually contributing to the Administrative Fund. All actions taken at the Alliance meetings shall be by roll call and adopted by unanimous vote of representatives present. Project, contractor, and grant agreements and other actions requiring signature authority shall be considered by the Lower Platte South NRD Board upon recommendations of the Executive Subcommittee and Alliance Board. The Alliance Board shall meet quarterly, unless otherwise agreed upon by the Alliance Board.
- B. An Executive Subcommittee shall be comprised of the two representatives from each NRD and such subcommittee shall review agendas and all proposals of the Alliance before each quarterly meeting and before action is taken by the Alliance or the Lower Platte South NRD. Such subcommittee shall meet at least quarterly or as needed and meetings shall be set and arranged by the Coordinator.
- 5. Budget and Work Plan: The annual work plan and budget for the Alliance shall be approved by unanimous agreement of the partiesAlliance Board. Said work plan and budget shall be reviewed by the Executive Subcommittee and approved by each NRD prior to Alliance Board approval (typically at the second quarterly meeting of each year). Projects to be considered by the Alliance shall have participation (financial funding) by at least two of the NRDs. Participation in projects by NRDs is voluntary but the annual contribution to the Administrative Fund by the NRDs is required.
- 6. Funds: The parties do hereby create separate funds in order to receive dues, payments, grants, and donations and to pay expenses and salaries.

- A. The Corridor Alliance-\_Administrative Fund\_\_(hereinafter referred to as "the Fund"), to be held by the Lower Platte South Natural Resources District in an separate, interest-bearing account in trust for the parties contributing thereto.
  - i. Each party to this Agreement annually will make a financial contribution to the Administrative Fund, with the goal of the parties being a collective contribution of fiftysixty-fiveninety thousand dollars (\$90,000) to the Administrative Fund for each fiscal year. Within the limits of State funds being available for this purpose, as determined by the directors of the State agencies which are signatory to this Agreement, the State annually will contribute an amount not exceeding \$25,000.00\$32,500.00forty-two thousand dollars (\$42,000) or seven thousand (\$7,000) each to the Administrative Fund. Such contributions may include inter-agency personnel agreement(s). Within the limits of natural resources district funds being available for this purpose, and determined by the boards of directors of the respective districts, each natural resources district which is a party to this Agreement annually will contribute an amount equal to one-third of the difference between the State's contribution for the fiscal year and the \$50,000\$65,000ninety thousand dollars (\$90,000) annual goal for that fiscal year, of at least sixteen thousand dollars (\$16,000) and not to exceed twenty-three thousand dollars (\$23,000) per year.
  - ii. The annual budget for the Alliance shall be approved by unanimous agreement of the parties. The Administrative Fund may be used only to reimburse the Lower Platte South Natural Resources District for the Coordinator's salary, benefits, and other budgeted administrative expenses.
  - iii. Each party may make additional contributions to the Fund when it is determined by the Lower Platte South Natural Resources District that such contributions are necessary to carry out the purposes of this Agreement. Each state agency shall pay for services or material requested from the Coordinator when such services or material are independent of the purpose of the Alliance and not performed at the direction of the Lower Platte South Natural Resources District.
  - iv. Notwithstanding any other provisions of this Agreement, if the uncommitted balance of the Fund exceeds \$50,000\$65,000 at the end of any fiscal year, the excess shall be distributed to the

parties in proportion to their contributions to the Fund. In the event that the Alliance is terminated, such funds within the Administrative Fund, shall be divided up among the NRDs and participating State Agencies at the time of such termination based on the percentage of their total contribution to the Administrative Fund.

- B. The Project, Program and Event Fund ("Project Fund"), to be held by the Lower Platte South
  Natural Resources District in an interest-bearing account in trust for the parties contributing thereto.
  - i. Each party participating in a budgeted project, program and/or event will make a financial contribution to the Project Fund based on the percentage of participation in the project, program or event. Funds shall be used to pay for consultants, contractors, grants and other agencies, companies, or suppliers needed for a specific project, program or event.
  - ii. In the event that the Alliance is terminated, such funds within the Project Fund, shall be divided up among the NRDs and participating State Agencies at the time of such termination based on the percentage of their total contribution to the Project Fund.
- C. Lower Platte River Corridor Alliance Fund Affiliated Fund with Nebraska Community

  Foundation: The parties agree to establish the "Lower Platte River Corridor Alliance Fund" (hereinafter referred to as LPRCA Fund") through a Designated Fund Agreement with the Nebraska Community

  Foundation ("NCF"). This fund will allow the Lower Platte River Corridor-Alliance ("LPRCA") to accept grants, donations and other contributions to carry out the purposes as set forth in this interlocal agreement. The LPSNRD shall enter into an agreementa Designated Fund Agreement with the NCF on behalf of the AllianceLPRCA. The AllianceLPRCA shall pay all administrative, disbursement, and other associated fees to maintain the LPRCA Fund, and shall appoint a "Fund Advisory Committee" to make recommendations on investment options and disbursements for the LPRCA Fund. The NCF shall collect and hold all funds as stipulated in the Designated Fund Agreement. The LPSNRD shall request disbursement of funds as necessary and deemed appropriate by the Fund Advisory Committee Alliance Board.
- 7. Contracts: The Lower Platte South Natural Resources District may enter into separate contracts with individual State agencies which are parties to this Agreement, committing the Coordinator to the

- performance of specific roles consistent with both the objectives of this Agreement and the respective missions of those agencies.
- 8. **Property:** Property obtained under this Agreement shall be property of the Lower Platte South
  Natural Resources District unless otherwise agreed to by all agencies and natural resources districts.
- 9. Additional Duties of the Parties: Each of the parties to this Agreement shall prepare and provide the Coordinator with a concise description of that party's jurisdiction over activities in the Corridor and of the kinds of related data and other information available from that party. Data and information which is a matter of public record shall be made available to Coordinator upon request without cost. Within the limits of its authority and financial capability, each party shall also provide the Coordinator with technical and other assistance as requested.
- 10. Duration and Termination of Agreement: This Agreement shall have permanent duration. Any agency or natural resources district's involvement with the Alliance and responsibilities under the Agreement may be terminated by such agency or natural resources district without cause effective upon 9060 days written notice to the other parties; provided, however, such termination by an agency or natural resources district shall not affect any rights of reimbursement under this Agreement, prior to such notice of termination being given, for costs incurred or money's advanced for actions taken or responsibilities assumed by another agency or natural resources district during the term of and pursuant to this Agreement. In the event of such termination by an agency or natural resources district, the pro-rata portion of all contributions made by the terminating agency or natural resources district to the Administrative Fund and Project Fund that are unexpended from the Administrative Fund and Project Fund as of the effective date of such termination are forfeited to the remaining Alliance members, unless agreed upon by unanimous vote and then shall be returned to such agency or natural resources district. This Agreement and Alliance may be terminated upon the vote of twothirds of the constituted Alliance. Upon action to terminate the Alliance, all outstanding debts and obligations of the Alliance shall be paid.
- 11. **Effect of Agreement:** This Agreement is intended to amend and supersede the Interlocal Cooperative Act Agreement on the same subject <u>originally</u> entered into in 1996, <u>revised and adopted as the amended agreement in 1997, and then amended in 2000 and 2004</u> by and among the Lower Platte

South Natural Resources District, the Lower Platte North Natural Resources District, the Papio-Missouri River Natural Resources District, and the State of Nebraska, represented by the Nebraska Department of Water Natural Resources, the Nebraska Natural Resources Commission, the Nebraska Department of Environmental Quality, the Nebraska Department of Health and Human Services, and the Nebraska Game and Parks Commission; the Nebraska Military Department; and the University of Nebraska Institute of Agriculture and Natural Resources.

- 12. **Execution:** Copies of this Agreement, as executed by all parties, shall be maintained as part of the records of the Lower Platte South Natural Resources District, which, upon receiving copies executed by all of the parties, shall notify all of the parties to this Agreement that the same has been fully executed.
- 13. Effective Date: This Agreement shall become effective upon execution by all parties.

IN WITNESS WHEREOF, this AMENDED INTERLOCAL COOPERATION ACT AGREEMENT for the LOWER PLATT
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LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
Ву:
Paul D. Zillig, General Manager
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LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
Ву:
John Miyoshi, General Manager

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, 2017, pursu	uant to resolution duly adopted by its Board of Directors.
	PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
	Ву:
	John Winkler, General Manager
This AMENDED INTERLOCAL COOPERATIO	N ACT AGREEMENT for the LOWER PLATTE RIVER CORRIDOR ALLIANC
is executed by the Nebraska <u>Department o</u>	of Natural Resources Commission on this day of
, 2017,	
	NEBRASKA DEPARTMENT OF NATURAL RESOURCES
	By: Gordon W. Fassett-, Director
This AMENDED INTERLOCAL COOPERATION	N ACT AGREEMENT for the LOWER PLATTE RIVER CORRIDOR ALLIANC
is executed by the Nebraska Department o	of Environmental Quality on this day of
	NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY
	Ву:
	By:
This AMENDED INTERLOCAL COOPERATION	<u>Dennis Burling</u> , <u>Deputy</u> Director

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES

This AMENDED INTEDLOCAL COORERATION A	r. Tom Williams, Chief Medical Officer & Director of Public Health
THIS AIVIENDED INTERLOCAL COOPERATION A	CT AGREEMENT for the LOWER PLATTE RIVER CORRIDOR ALLIANCE
is executed by the Nebraska Game and Parks	Commission on this day of
201,	
	NEBRASKA GAME AND PARKS COMMISSION
	Ву:
	By:
This AMENDED INTERLOCAL COORERATION A	CT AGREEMENT for the LOWER PLATTE RIVER CORRIDOR ALLIANCE
	partment on this day of, 2017,
is executed by the Nebraska State Military De	Jartinent on this day of, 2017,
	NEBRASKA STATE MILITARY DEPARTMENT
	NEDNASKA STATE IMIENAKI DEL AKTIMENT
	Ву:
	Maj. Gen Daryl L. Bohac, Adjutant General Director
	CT AGREEMENT for the LOWER PLATTE RIVER CORRIDOR ALLIANCE
is executed by the University of Nebraska Insti	tute of Agriculture and Natural Resources <del>, Conservation and</del>
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	, 2017,



#### QUARTERLY MEETING AND RETREAT MINUTES

Friday, February 24<sup>th</sup>, 2017 - 9:00 a.m. Camp Ashland Training Site – Memorial Hall 220 County Road A, Ashland, NE 68003

1. Call to Order / Introductions: The quarterly meeting was called to order at 9:05 a.m.

David Potter called the meeting to order and gave a brief introduction. Larry Vrtiska with the National Guard welcomed everyone to the facility and took care of some housekeeping items. The 40 attendees introduced themselves shortly after the meeting started to allow those arriving late to be seated. The National Guard was thanked for allowing the meeting to be held at Camp Ashland. Vrtiska identified and commented on the many projects the Guard has been involved in with the Corridor Alliance, including the pier removal and levee projects, and can see the benefits first hand.

- 2. Proof of Legal Notice/Publication: The meeting notice was published in the Omaha World Herald on February 9, 2017.
- 3. Adoption of Agenda: The agenda was approved by consensus.
- Approval of LPRCA Minutes from November 15, 2016 Meeting: The minutes were approved by consensus.
- 5. Water Quality Management Plan Matt Pillard, HDR and Laura Johnson, NDEQ

Pillard gave an update of the draft management plan. The draft plan was finalized in October of 2014, but based on the needed NDEQ and EPA changes, HDR prepared a 3<sup>rd</sup> amendment to the management plan. The added services will address the methodology for identification of *E. coli* contributions and reductions, perform the calculations to determine the contributions and reduction potential, and reformulate the plans, goals and objectives, priorities, and the change in focus to *E. coli*, and also include document reorganization. The Alliance has received an additional grant from NDEQ for \$17,225 (50% of amendment cost) to complete the project. The grant was approved and the contract with HDR was executed. The project is underway and should be completed by the end of the year.

Johnson commented that there are many management plans being done throughout the state. All management plans must address the nine elements. She indicated the collaborative effort by the Alliance on this project is a huge benefit. There are various projects possible with the plan in place and these projects would now be potentially qualified for 319 funds.

Potter stated that the remaining cost of the 3<sup>rd</sup> amendment will be split by the three NRDs. It was also mentioned that the NRDs are doing their own district-wide plans and would likely use the information in the Corridor Alliance Water Quality Management Plan.

6. Lower Platte River Watershed Restoration Study - Paul Zillig, LPS NRD

Zillig informed the group that a letter of intent dated April 13, 2016 had been submitted for the proposed Aquatic Ecosystem Restoration Comprehensive Study. The project had not yet been initiated but the Army Corps of Engineers had sought our interest in proceeding. Lower Platte South on behalf of the Corridor Alliance responded with interest in starting in 2017 and the regional office has submitted the request to headquarters. We have not heard anything more since the last quarterly meeting but a number of NRD staff and directors are headed to Washington, D.C. in late March for a NARD conference and will follow up, if possible.

Potter again mentioned the many direct and indirect projects that could stem from this study. With such a study in place, opportunities for projects on tributaries up and down the Platte River Corridor may be eligible for funding. Many of these are located in Lower Platte North. A project such as the one on Deadman's Run in Lincoln could also be eligible.

7. Website and ESRI Map Gallery – David Potter, LPS NRD and Matt Pillard, HDR

Part of the responsibility of the coordinator (and an interim coordinator) is to manage the Corridor Alliance website. The website has all the information about the Corridor Alliance, including minutes, agendas, projects, and activities. Also included is the Map Gallery. This gallery includes all the geospatial data that has been collected and/or developed for or by LPRCA and utilizes ESRI's services to serve as the platform for sharing LPRCA data for viewing and creation of maps by users. One example of the gallery's benefit will be the utilization of maps from the water quality management plan by the individual districts for their plans.

**8.** Next Quarterly Meeting Date: The next quarterly meeting was discussed and determined to be held on May 2<sup>nd</sup>, 2017 at Lower Platte South NRD starting at 9:00 a.m. The scheduling of the next quarterly meeting was approved by consensus.

#### THE QUARTERLY MEETING BUSINESS ENDED AT 9:30

9. Planning Retreat – Steve Wolf, JEO Consulting Group and David Potter, LPS NRD

Potter explained that with the resignation of Meghan Sittler and questions about the future direction of the LPRCA, the Alliance decided at its last quarterly meeting to hold a "planning retreat" instead of a Summit and possibly in place of the January quarterly meeting. The LPRCA Summit has been held every other year with the last one being held at Camp Joy Holling in 2014. The 2016 Summit was actually being planned for Spring 2017. The last professionally facilitated "Strategic Planning Retreat" was held in 2009 at Camp Ashland. A contract was negotiated and approved to hire a facilitator and it was agreed by the NRDs to split the cost of the retreat. The retreat was held at Camp Ashland because of its location along the river and availability. JEO will provide a retreat report and a retreat presentation to the Alliance members.

- a) Introduction of Planning Retreat Facilitator Potter introduced Steve Wolf of JEO. Steve told the group a little about himself.
- b) Purpose of Retreat Potter and Wolf explained the purpose of the retreat and what was to be accomplished. Wolf also set some ground rules for the retreat and thanked everyone in advance for their involvement and participation.
- c) Case Study Mike Murphy, General Manager of Middle Niobrara NRD in Valentine, was introduced and thanked for coming. Mike talked about the Federal intervention in the management of the Niobrara River and how the area has lost local control. Working together and keeping local control will keep this from happening to the area of the Platte River that the Alliance is working with.
- d) Problem Solving Exercise Wolf conducted an ice breaker exercise and a problem solving exercise to get the group thinking about working together to solve issues in the Platte River Corridor.
- e) Review of Survey Results Wolf presented and discussed the results of the questionnaire that was mailed to each Corridor Alliance member and each director from the three NRDs. Also included in the discussion was the results from the 12 one-on-one interviews with board members from the three NRDs.

- f) Following a break for Lunch and networking, Marlin Petermann with PMR NRD gave an update on the river ice jams over the years, the process to deal with jams, and the agreements currently in place.
- g) Brainstorming Session Wolf worked with the group to refine the Alliance mission, goals, and operations and to set priorities. As part of the current interlocal agreement that formed the Lower Platte River Corridor Alliance, the identified purposes were discussed and refined. The results will be recorded in a separate report summarizing the retreat. Members present agreed the Corridor Alliance is important but some individuals questioned the need for a coordinator. Much discussion was had on the need and importance of a coordinator and on his/her duties. The kayak tour and golf tournament were also discussed. Without a coordinator these two events will not likely be held this year. LPN NRD informed the group of being a non-paying dues member. Determination will need to be made if Papio-Missouri River NRD and Lower Platte South NRD (and other paying members) would be willing to pick up member cost vacated by the Lower Platte North NRD or what other options there are. Representatives from other member agencies expressed their continued support of the Corridor Alliance. It was decided to redraft the interlocal agreement based on the revised purposes and group discussion and have the draft ready for the next quarterly meeting and for review of the NRD Boards prior to that meeting.
- 10. Comments: Thanks were given. There was no additional public comment.
- 11. Adjourn: The meeting and retreat ended (was adjourned) at approximately 3:45 p.m.

Submitted by: David Potter, Assistant General Manager LPS NRD and Interim Coordinator

#### **NOTES**

- To be removed from/ added to our mailing or e-mailing llst, please contact the LPRCA at (402) 476-2729 or via e-mail at dpotter@lpsnrd.org.
- Meeting information (past and present) will be kept up to date at: http://www.lowerplatte.org/what we do/quarterly meetings.html

# FINAL REPORT INDIVIDUAL STAKEHOLDER SURVEY AND RETREAT SUMMARY



For the Lower Platte River Corridor Alliance Retreat JEO Project 161999.00

As part of the strategic planning process for the Lower Platte River Corridor Alliance (LPRCA), a survey was developed and distributed to board members of the alliance, three participating natural resources districts (NRDs)—the Lower Platte North NRD, the Lower Platte South NRD, and the Papio-Missouri River NRD. The purpose of the survey was to collect thoughts and opinions about the LPRCA to aid in the discussion at a strategic planning retreat on February 24, 2017. The survey consisted of the following 10 questions:

- 1. In your own words, what is the purpose of the Alliance?
- 2. What are the top three accomplishments achieved by the Alliance for your district or organization?
- 3. What are the top three challenges your organization or jurisdiction faces regarding the management priorities of the Platte River?
- 4. What are the most important operational issues that you want the Alliance to focus on?
- 5. In what ways can the Alliance improve to better serve your district or organization?
- 6. What activities and or functions of the Alliance do you believe are ineffective or should be discontinued?
- 7. Do you agree with the framework of the original purpose of the Alliance when it was created in 1996 (see handout), or are there items you would like to change?
- 8. Do you favor the federal government asserting more control over the management of the Platte River within this corridor if the Alliance ceases to exist?
- 9. Are you aware of the projects that have been initiated as a direct result of the Alliance?
- 10. What projects do you want the Alliance to undertake?

The survey was distributed via email to approximately 75 individuals, and a total of 8 written responses were received. Additionally, each of the NRD managers identified four directors, with whom the lead facilitator of the strategic planning retreat would conduct an in-person or phone interview. A total of 10 individuals were interviews, for a total of 18 responses to the survey between February 8, 2017 and February 20, 2017.

The following pages contain a response summary and the total consolidated responses to the LPRCA survey. Some of the comments have been lightly edited for clarity.

#### 1. In your own words, what is the purpose of the Alliance?

#### **Summary of Response:**

- 1. Coordinating partnership efforts for funding
- 2. Keeping the federal government out of our local control
- 3. Plan multi-use of the river and land management issues

- For the agencies to coordinate work on the Platte.
  - o Helpful for grants, especially Federal.
  - o Helps to balance the diverse interests of all the participating members who share this resource.
  - o Environmental, recreational, clean, quantity.
- It's an opportunity for the three NRDs to work together for a common purpose to accomplish things one NRD
  can't do alone.
- The original purpose of the Alliance was to keep the Feds from interfering with management of the Lower Platte River. That's it in a nutshell.
  - o Two-thirds of our board have no idea what the LPRCA is.
- Bring together the three NRDs and work through interlocal agreements and coordinate with other state
  agencies.
- It's an effort of the NRDs to coordinate their efforts for what they are doing.

- Facilitate coordination of stakeholders' interests in protecting the lower portion of the Platte River.
  - o Local/state agency collaboration (not federal mandates) on Platte River issues
  - o Enhance eight essential uses of the Platte River: public water supply, recreation, fishing, housing development, mining, tourism, wildlife habitat, and agricultural production.
- To protect and improve the natural resources related to the Platte River in the Lower Platte River Corridor. It is a focus of one of our statutory duties as an NRD to an area larger than our NRD that directly impacts our NRD. The Alliance is not a super NRD, but a partnership of NRDs and governmental entities to work together on water resources protection and improvement under Nebraska's interlocal agreement law.
- To sustain the integrity of the Lower Platte River Corridor for the multiple uses it currently serves, including as a drinking water source, recreation, wildlife habitat, historical/heritage sites, flood control, etc.
- The purpose of the Alliance is to facilitate water and land use projects in the Platte River Corridor, foster communication between applicable agencies, and educate the public.
- To foster partnerships and cooperation with all the main players to provide stewardship on the Lower Platte.
- It's a multi-purpose effort.
  - o To form a collaborative Alliance for the three NRDs to leverage additional political pressure to deal with intra-boundary issues for NRD.
  - o Issues might include flooding, large projects, legislation.
- Stop Federal designation of the Platte River.
- To coordinate between NRDs issues with the river.
- To gather information on the corridor and to provide guidance to those agencies making decisions on the use of land within the Platte River Corridor. The Alliance guides studies and projects that will benefit the resource and its uses.
- To consolidate efforts of the three NRDs for the boundaries with Platte River.
- I really don't know. I'm blissfully ignorant.
- It was established because of ice jams and flooding on Interstate 80.
  - o Needs to keep its focus on natural resources.
- To work together from Columbus to Plattsmouth.
  - o To help us be successful in gaining grants to fix things holistically.

#### 2. What are the top three accomplishments achieved by the Alliance for your district or organization?

#### **Summary of Response:**

- 1. Bridge and pier removals
- 2. Multipurpose use
- 3. Environmental management, land management and water quality

- We shored up the river bank at Camp Ashland.
  - o Taking bridge pilings out.
- I can't really think of any.
  - o Some would say it helped with grants, but I don't see that it did.
- Awareness of the Platte River,
  - o Kayaking is good education and awareness tool.
- Removal of obstructions in the Platte.
  - o Platte River recovery.
  - o Flood prevention.
- Western Sarpy Clear Creek Levee, River Obstruction Removal, and Environmental Suitability Assessment.
  - o Removal of bridge piers.
- Funding for Sand Creek & Western Sarpy.
  - o Approval of the Watershed Authority for the Lower Platte.
  - Water quality plan that is currently pending approval.
- Ashland levee project done.
  - o Help with Lake Wanahoo issues.



- o Multipurpose use of the river—perhaps most significant.
- River obstruction removal projects.
  - o I&E (public relations) efforts on awareness.
- The University hasn't received many direct benefits from participating in the Alliance. Some indirect benefits of attending the meetings include staying up-to-date on water-related projects in the area and professional networking.
- As a convener, consistently bringing entities and organizations together. Water quality monitoring. Recreation supporting efforts to get folks back to the river.
- I am generally unfamiliar with the *accomplishments* of the Alliance. We have gotten updates on programs and progress, but I have been more engaged with the work of the LPSNRD programs within the district. I have not really focused on the big picture because I have concentrated on the little picture. I know the Alliance has done work on water quality work, environmental suitability assessment, removal of river obstructions, education, etc. However, I must admit to unfamiliarity with the specific accomplishments of the Alliance and how they relate to the LPSNRD. My shortsightedness.
- Lower Platte River studies which led to Lake Wanahoo, Antelope Valley, and Western Sarpy/Clear Creek Levee projects.
  - o Obstruction (bridge pier) removal, MoPac Railroad at Hwy 50, Hwy 370 at Camp Ashland/Hwy 6, Rock Island Railroad at Two Rivers, and Lied Bridge conversion from railroad to recreational use.
  - Cumulative Impact Study, conclusion: subtle changes and no cumulative impact.
    - GIS, Land Use Study
    - Environmental Suitability Assessment
    - Watershed Water Quality Management Plan
    - Water quality monitoring and public outreach
- Recognition of the need for soil conservation practices.
  - o Importance of water quantity and quality.
  - o Importance of development for recreational uses.
- The Alliance has done nothing for my subdistrict;
  - o But they did get bridge supports for Platte River.
  - Park destination plan with Game and Parks.
- Removing some piers at Two Rivers State Recreation Area.
  - o Generally, have kept the Feds at bay.
  - o Remove piers by Louisville.
- The LPNNRD has contributed \$600k to the Alliance but has derived \$40 million in benefits by leveraging partnerships.
  - o Lake Wanahoo, Western Sarpy Levee, pier removal.
- Recreational promotion of river.
  - o Environmental awareness and protection—important to take a bigger look.
  - o Quality and quantity management.

## 3. What are the top three challenges your organization or jurisdiction faces regarding the management priorities of the Platte River?

#### **Summary of Response:**

- 1. Water Quality and Quantity
- 2. Flood control funding
- 3. Multiuse and rural/urban split

- Money—is everyone on board with the cost and paying their fair share?
  - Perceptions about paying fair share.
  - o Linkage of majority of population not living directly on the river.
  - o Rural/ag buy-in
- If we don't take care of the river, the state or federal government will.
  - o Our board is 98% farmers and the other NRDs are less than 5%.



- o The Platte River is essential for agricultural livelihood.
- o People need to see and understand value of Alliance.
- o A large chunk of our funding comes from non-agricultural interest.
- Flood control.
  - Water quantity and quality.
  - o Invasive species (plants).
- There are issues outside our jurisdiction on the river that are difficult to deal with but affect us.
  - Studies identify problems, but never get fixed or no one will enforce against polluting.
  - The river is not a destination.
- Zebra mussels.
  - o Water quality.
- Flood risk reduction management.
  - o Groundwater and surface water quality impairment.
  - o "No new depletions" on Platte River and tributaries.
- Fully understanding the various ways that the Lower Platte River is threatened. With Nebraskans dependence on
  the Lower Platte River for drinking water (over 50% of population), the public expects the NRDs of the corridor to
  be focusing on those threats. Explaining those threats and how they are to be addressed is a great challenge,
  and only enhanced by the climate change we are experiencing and will experience.
- Public access—is more needed? Building partnerships to get young people more engaged with the Lower Platte—are there opportunities to do more? Water quality and quantity—how concerned should Nebraskans be?
- Funding/budget.
- The University doesn't have any management priorities on the Lower Platte River.
- Is there enough water for everyone?
  - o Having our board and our districts constituents understand multipurpose use.
  - o We have issues with tributaries flooding and cutting down banks and water storage.
- Keeping local control of the Platte River.
  - o Federal regulation (permitting/endangered species issues).
  - o Summer river flows.
- Having adequate water supply for Lincoln/Omaha during severe dry seasons.
- Protection of municipal wells (water quantity and relationship between surface and groundwater), development along the river, and having someone (Alliance and coordinator) oversee all the issues and studies regarding the corridor within the multiple jurisdictions.
- Establishing priorities with the other NRDs—no one should do it alone.
  - Grants for shared issues.
  - o Communication and coordination among NRDs via Alliance.
- Allocating a scarce resource—we have to contend with two major cities.
  - o Managing development of the river for recreation without spoiling it.
- Ice jams.
  - o Construction of levees.
  - o Construction of upland reservoirs and dams.
- Getting a new coordinator. We've been flat-lined without coordinator.

#### 4. What are the most important operational issues that you want the Alliance to focus on?

#### **Summary of Response:**

- 1. Coordination among the NRDs and other agencies
- 2. Maintain local control
- 3. Management of Alliance and funding

- Flow of the river—helps with ice jams and flooding.
  - o Keeping it clean.



- The Alliance is probably a good thing—we should meet quarterly to compare notes with other NRDs.
  - o I don't want us adding layers of expense or administrative costs.
- I don't know enough about the Alliance yet.
- Presenting solutions to the NRDs about this vital waterway.
  - o Deconflicting and managing priorities with all NRDs—impartial support.
- Coordination between the various agencies with the studies/projects.
  - o Obtaining funding for watershed projects.
  - o Having a coordinator participate in the planning studies, construction plans, and regulation measures of the various jurisdictions within the corridor so that will consistent information will be provided.
- Coordinate water storage.
- Local control of the Lower Platte River.
- Our NRD (LPNNRD) doesn't have any big projects.
  - We need help with Wahoo Creek.
  - o Enlarge the Alliance to include more NRDs on the Platte River.
- Find cheaper methods for the obstruction removal projects.
  - o Water sustainability! Including Fish & Wildlife.
- The most important operational issue for the Alliance to focus on in my opinion is water quality.
- Both urban and rural communities depend upon the Lower Platte, yet it's the rural communities that live "up close and personal" to the river and the urban folks that depend on it for their drinking water (to a great degree). How should that be reflected in the operations of the LPRCA? I think it clearly should, but how?
- Operational challenges include full participation by all NRDs and hiring of a permanent manager. I do not know
  enough about the operations aspect of the Alliance to have more specific thoughts.
- Being a coordinated voice for the interests of the Platte River.
  - o Coordination of multi-jurisdictional issues with local, state, and federal agencies.
  - o Providing a single point of contact for projects/issues.
  - o Enhancing funding from members with outside sources.
- Soil and water conservation.
- Turn studies into action.
  - o What are people doing with well monitors that are showing red to turn them yellow or green?
- Strictly keeping federal government out of control and management of the Lower Platte River—nothing more, nothing less.
- We have to include a recreational component for everyone's benefit.
  - o Keep the State and Feds from hindering progress.
  - Work together and cooperate as a whole.
- Playing well with all the participants: state, federal, NRDs.
  - o Getting management regulations to be consistent and compatible.
  - o Environmental compliance regulations—costs associated with them.

#### 5. In what ways can the Alliance improve to better serve your district or organization?

#### **Summary of Response:**

- 1. Better communication back to the NRDs and their boards
- 2. Clearly define goals and focus of the alliance
- 3. Collect more data and studies

- Education—we have to tell people what the Alliance does.
  - Create information loop so we know what people value.
  - o Some districts promote Alliance benefits better than the Alliance does.
- We can probably get along without Alliance staff.
  - Have quarterly meetings to compare notes.
  - o Communicate a commonality of why we need to work together.
- Limiting the scope of responsibilities to those things that keep the Feds at bay.



- We need to showcase for people on the river what we're doing.
- o People need to see what invasive species are doing and other potential hazards.
- Proactive outreach campaign.
  - o New messages to draw more people to the river and activity on the river.
  - o Proactive education on study results.
  - o Focus on recreation, water quality/quantity, wildlife.
- Needs to have more coordination on soil and water conservation.
- Provide data/tools for city and county planning boards during comprehensive plan and land use updates.
  - o Plan for and set specific objectives over the next 1-, 2-, 5-, and 10-year time frames
  - o Completing and implementing the Watershed Water Quality Management Plan, and implement improvements in priority watersheds.
- Information back to NRD directors seems to be part of the problem. However, this is probably more of a problem with the directors than the Alliance. I know it is with me. I have just not been paying as close attention as I should be doing.
- Clearly define goals and work toward them.
- The University has three campuses, hundreds of students, and many faculty experts in close proximity to the Platte River. I think there is a lot of untapped (and relatively cheap) scientific work that could come out of partnerships between the Alliance and the University, but the challenge is establishing relationships with faculty members.
- · Continue with separate one-on-one meetings with Nebraska Game and Parks Commission staff.
  - o Focus on water quantity.
- Help everyone understand that we are more powerful together (we have more than half of the state's population within our combined boundaries of the Alliance).
- Bring equal attention to include the stretch of the Platte River between Columbus & Fremont.
- Make the benefits clearer to each NRD.
- Have the Alliance and coordinator provide regular updates of studies/projects, identify concerns in the corridor, and research funding opportunities to better protect the river resources. Coordinate the requests for federal funding to assist property owners in the LPRCA.
- They have been doing a great job—monthly reports are there, newsletters. It's hard to improve it.
  - o Meghan [Sittler] has done a good job—maybe better details on expenses?
- I want to know if this Alliance is redundant? There are so many organizations all chasing the same money. We seem to acquire activities no one else wants.
- Get the focus off recreation and back to ice jams and conserving natural resources.
- Work together.

#### 6. What activities and or functions of the Alliance do you believe are ineffective or should be discontinued?

#### **Summary of Response:**

- 1. None or no opinion
- 2. A tie between keeping or eliminating the golf tournament
- 3. A tie between keeping or eliminating mixed use focus of the alliance

- I can't think of anything that should be discontinued.
  - The golf tournament actually motivated me to get involved with the NRD—it fills up and doesn't cost anything.
- Having an administrator and overhead cost.
- Golf tournament—it's a subset of a subset of people who already know the issues. If it's donated and not costing us money, maybe keep it.
- The kayak tour—it's fluff. It could be done away with.
  - o Airboat rides are questionable.
  - o Capture the river with GoPro.



- None. We think all are important in order to accomplish the purpose of the Alliance and bring awareness to the public of a valuable resource.
- Some LPNNRD Directors feel there is too much emphasis on recreation.
  - o Some LPNNRD Directors feel there is too much emphasis on studies.
  - Pier removal projects should be funded by individual NRDs.
- I like the idea of getting other leaders together to help them understand our river management challenges; unfortunately, scheduling events in summer hurts agriculture players and NRD directors.
- I don't know.
- No opinion based on limited exposure to the workings of the Alliance.
- None specifically identified.
- Too much money spent on tiger beetle—it's the biggest waste of money.
- The golf tournament is questionable.
  - o Doing nothing with study results.
  - o If something isn't working, STOP doing it.
- No more golf outings.
  - Stop trying to put in entry/exist points on the river (recreation corridor) that will create too many problems—too many safety hazards, pollution, people getting lost—must be regulated.
- We need a director who can properly discern each board's intent.
  - o I didn't see the Alliance doing anything that was polar opposite of what it should be doing.
- None. Our problem is that the Alliance could do more recreational corridor promotion.

# 7. Do you agree with the framework of the original purpose of the Alliance when it was created in 1996 (see handout), or are there items you would like to change?

#### **Summary of Response:**

- 1. Yes (half of respondents expressed outright familiarity and acceptance of it)
- 2. Not familiar with it

- Yes, but I don't have it memorized
- Yes. Last director spent too much time on environmental issues.
  - o Widen the corridor—recognize the broader watershed.
- If we want to keep LPNNRD involved, then our only focus should be keeping the Feds out of our hair.
  - o No more feel-good crap.
- I do agree with it.
- I'm not that familiar with its original intent.
- Yes, the collaborative effort toward issues related to the Lower Platte River helps to maintain local control, to accomplish projects across political jurisdictions, and to have dedicated and coordinated efforts between various stakeholders, including state agencies.
- I have been unable to find the handout which was apparently provided as part of the survey. I have reviewed the Alliance website and have no items that I suggest changing. However, with the assistance of a Retreat where those in attendance have a closer working knowledge, I may have some suggestions. I certainly am not opposed to reconsidering and reworking the Alliance purpose, mission, goals, etc. because that is a valuable way to draw consensus. This has no doubt been done in the past.
- I don't know.
- Yes.
- Our NRD should be sending one of our board members regularly to our neighboring NRDs to stay in touch with what's going (the Alliance does that for us to an extent).
- Some LPNNRD Directors feel there should less focus on recreation and tourism.
- Do not have handout of purposes.
- Yes, we agree, 1-11 are all good.
- Fully agree that it is viable and central to continue.
  - o Three NRDs behind funding proposals are better than one.



- General unawareness.
- To the best of my knowledge, I would agree with it had they kept their original focus.
  - o I want to see money going to projects, not dues.
- I don't see anything wrong with the framework. It started out as a three-way deal and it should stay that way.

## 8. Do you favor the federal government asserting more control over the management of the Platte River within this corridor if the Alliance ceases to exist?

#### **Summary of Response:**

- 1. NO (more than half of respondents)
- 2. Unaware that this issue was related to the alliance
- 3. Yes

- Absolutely not. We have to keep local control.
- No, and I don't see why that would happen.
  - o I'm for less government control and less overhead.
- I do not know the powers of the Alliance, but if it's not doing its job yet, better the Feds than someone else.
- Hell NO!
- No, we do not. We feel that local control through cooperation of local and state agencies is better than federal
  intervention.
- Not sure.
- No, local control should be the top priority of the Alliance.
- This should be the biggest reason the Alliance exists. Every board member talks about local control, and we need to drive this point home.
- I doubt anyone would say they favor more federal government control, but I'd rather accept it than have the Alliance limp along as a weak facade of something real.
- No.
- I didn't know that Alliance activities impacted federal regulations.
- That is a very leading question. You know the answer without the question being asked. Of course not. However, the NRDs involved need to better understand the potential for that eventuality if the Alliance ceases to exist. Educate us at the Retreat with *good information* on this, and please do not hold it up as a threat without solid information on the existence and extent of the threat. Generally, people are more likely to get deeply involved with *defending against a threat* to a strongly held belief or position than *working to promote* a strongly held belief or position. Human nature.
- Continued effort toward local control is preferred. Alternatively, current federal controls and regulations for the central and upper Platte River and the Niobrara River provide an outline of the challenges that might occur if local and state partners are unable to agree on management guidelines and practices.
- No, it needs to stay local
- If the Alliance ceases to exist, then shame on us if the Feds step in. Someone will step in if the locals fail on their responsibilities.
- I fear this, I do not favor it.
  - o I see three competitive NRDs—one where everything costs too much, one that thinks things are just right, and the third than can't spend and do enough.
- Of course not.
  - o Federal requirements are expensive—could get worse under federal control.
- I don't want to go there.
  - o The default is that the Feds will come in most likely if the Alliance collapses and the state doesn't step in.



#### 9. Are you aware of the projects that have been initiated as a direct result of the Alliance?

#### **Summary of Response:**

- 1. Most unaware and most who claimed to be aware could not provide specifics
- 2. Pier/pilings removal
- 3. Streamflow improvements

#### **Verbatim Responses:**

- Not really.
- Yes, I am.
  - o Pier removal.
- Pier removals.
- Taking out the pilings of the old railroad bridge.
  - Working with Game and Parks.
  - o Sandbar work.
  - o Water quality studies.
- I can't name any right off hand—new to the board.
- From the series of Lower Platte River Studies, a series of projects were developed:
  - o Lake Wanahoo
  - Antelope Valley
  - o Western Sarpy Clear Creek Levee
  - o Other projects include abandoned bridge pier removal, including improvements that cleared obstructions as part of the Platte River Lied Pedestrian Bridge
- Only in general terms. I do not know enough about them to strongly advocate for them and the continuance of the Alliance. But I do strongly trust those that do and so I am strongly committed to making the Alliance work if possible.
- Removal of pilings, real-time water quality monitoring, e-coli/septic 319 project, water trail.
- Yes.
- I'm aware of a number of projects—they've varied quite a bit over the years.
- Land use planning. Recreational use to multi-use.
- Some of the LPNNRD Directors are aware of a portion of the projects.
- Only a few.
- Yes, including levees, water quality management plan, river obstruction removal, stream gauges, sandbar studies, environmental suitability assessment, etc.
- They have come before our board.
  - o Elimination of obstructions.
  - o Pedestrian bridge over the Platte.
- No.
- Yes, some—I've been on the board six or seven years.
- Shored up banks by Camp Ashland.
  - o Removal of bridge pilings.
  - o Improvement of tributaries.

#### 10. What projects do you want the Alliance to undertake?

#### Summary of Response:

- 1. Water quality
- 2. Funding
- 3. Environmental impacts

- I have no idea. There have not been a lot of meetings lately.
- Anything that reduces or eliminates ice jams—ice jams are the greatest threat to the river.



- o Maybe help us write our own grants? I have a lot of faith in our own staff.
- I don't know of any.
- More flood control efforts.
  - o Emphasis is that the three NRDs can make more headway for funding together rather than separate.
  - o Golf tournament is wonderful—supports itself (water quality event is paid for by others).
  - o LPNNRD needs to understand their true costs for things without the Alliance.
- The watershed restoration study and various projects/studies pertaining to the water quality and quantity and flooding in the corridor. Bring public awareness to the concerns/issues within the corridor and provide information on the projects being done.
- The LPRCA should have no employees, but continue quarterly meetings and restructure to be similar to the Lower Platte Weed Management Group and the Ice Management Group.
- Aggressively trying to get financial assistance to build dams on Wahoo Creek and Deadman's Run.
- Water quality projects are always important; recreation, wildlife/habitat restoration, and youth/education are all
  are good investments.
- Find cheaper ways to address the obstruction removal projects.
  - o Continue with information and education efforts and take them to the classrooms as well.
  - o Fishing derby (catfish),
- More discussion is needed regarding future direction.
- I do not know.
- Water storage coordination.
- Better coordination of hydrologically-connected surface water and groundwater among stakeholders.
  - o Implementation of the Watershed Water Quality Management Plan, specifically targeting watersheds for implementation of projects.
- I want it focused on soil and water conversation and quality.
  - o I would like us to provide recreational benefits in conjunction with these other efforts.
- Destination Game and Parks—allow for food trucks.
  - o Water quality improvement.
  - o Bank restoration and access points.
- Keeping the Feds out of here—no more, no less.
  - o The projects are driving the LPNNRD away.
  - o Invasive species are a huge issue—you have to see this for yourself.
  - o Water quality.
- Water quality/quantity.
  - o There has to be an agricultural component.
  - o Alliance represents the entirety of the citizens within the three NRDs.
- We need to go to our constituents and ask them what do they want done.
  - o Levees, residential settling.
  - o We need to adapt priorities to funding and regulations.
  - Bolster habitat without regulation.

#### SUMMARY ANALYSIS FOR SURVEY RESULTS:

- The survey reveals that significant communication and education about the purpose, successes, and effectiveness of the Alliance needs to take place with the entirety of each NRD board.
- The overwhelming majority of participants do not want to see local control ceded over to federal agencies, but there is a clear discontent among respondents that the alliance primarily serves the purpose of local control.
- The Lower Platte North NRD board members in particular, fail to recognize the overwhelming positive costbenefit ratio of their investment in the Alliance, and the rate of return to their individual district.

#### SUMMARY OF RETREAT:

- The federal control issue was discussed thoroughly and the implication on local control was recognized
- The majority of alliance members agreed to keep all of the founding purpose statements of the inter-local agreement in place, with some suggested edits.
- Most of the founding purpose statements of the Alliance were retained with overwhelming majority vote.



- The prospect of the Lower Platte North NRD withdrawing funding from its participation in the Alliance was thoroughly discussed, and the majority of Alliance members indicated this withdrawal would likely lead to the collapse of the Alliance.
  - o A Lower Platte North NRD board member stated that since 1996, their district has contributed over \$600,000 to the alliance, but has gained over \$40 million in direct project benefit within their district. If that statement is true, the Lower Platte North NRD should seriously contemplate their withdrawal from funding support to the alliance, and answer for themselves the question... What other expenditure of their funds achieves this great of a return on investment?

**RETREAT DATE:** February 24, 2017

**LOCATION:** Camp Ashland Training Site – Memorial Hall **FACILITATOR:** Steven Wolf, JEO Consulting Group, Inc.



## Lower Platte River Corridor Alliance Retreat February 24, 2017- Retreat Notes

(scribed by NE Army National Guard Natural Resources Manager)

#### A. Purpose of the Lower Platte River Corridor Alliance (as Adopted by Interlocal Agreement in 1996)

- 1. Promote <u>locally-drawn</u> comprehensive natural resources planning and management for the Corridor, providing a consistent approach to the wise use of the resources base and ecosystem in the Corridor.
  - Key focus on local aspect
  - The picture may be larger than just the local view (a federal agenda may also be important)
  - In favor of retaining
- 2. Seek any state legislation which all parties of the Alliance determine necessary to support the work of the Alliance to promote locally-drawn comprehensive natural resources planning and management for the Corridor.
  - In favor of retaining
- 3. Prepare bi-annual reports on the work of the Alliance.
  - Change language to "twice per year"
  - Currently executed by way of the newsletter
  - In favor of retaining
- 4. Seek federal legislation as necessary to authorize federal agencies to provide planning and technical and financial assistance to the parties of this Alliance.
  - Federal dollars will come with federal strings (e.g. regulation, oversight, involvement)
  - Change wording to "coordinate" (or something similar) as opposed to "authorize" when working with federal entities
  - Terminology of "authorization" may be important for funding aspect
  - Possible alternative: "coordination with fed agencies for authorization of federal funds"
  - In favor of retaining
- 5. Retain a Corridor Alliance Coordinator ('the Coordinator"), who shall be a regular, full-time employee of the Lower Platte South Natural Resources District, and whose compensation and expenses shall be advanced by the Lower Platte South Natural Resources District, subject to reimbursement from the Corridor Alliance Administrative Fund, that each party to this Alliance will make a financial contribution to fund. The Coordinator shall be responsible for coordinating the promotion by the Alliance of locally-drawn comprehensive natural resources planning and management for the Corridor; shall act as liaison among the parties and local, State and Federal governmental agencies with responsibilities for natural resources and land use planning in the Corridor; shall prepare or direct the preparation of budgets for the Alliance and bi-annual (change to: twice per year) reports on the work of the Alliance; shall seek funding from other sources to help carry out the purposes of the Agreement; and, shall take such other actions, consistent with the Agreement, as directed by the General Manager of the Lower Platte South Natural Resources District.

- GM1 (P-MR): Coordination of the alliance will require cost (time, resources) whether a fulltime staff person is hired or not
- GM2 (LPN): No to a full-time staff position
- GM3 (LPS): A dedicated staff person is important. A full-time coordinator may be the most efficient method.
- NPGC: supports the alliance and continuance with or without coordinator
- The alliance is responsible for projects associated with cost which equate to recordkeeping needs – someone needs to be in control of records, reporting, communication which can be time consuming
- NMD/NEARNG: supports the alliance the alliance makes it easier to approve coordination projects and funding for those projects, without the alliance and coordinator collaborative projects and funding will be much more difficult to approve/validate
- Need to improve communication process of a coordinator position if continued how reporting of time and tasks is executed
- Several comments advocating for full-time or at least part-time coordinator
- Difficult to communicate to board of directors of what the coordinator spends time on and job function how can the board of directors identify with the coordinator position
- Reorder position description to include how funded at the end, and put job function up front
- Option raised to dedicate an existing NRD staffer from the appropriate office (north, south, or papio) based on each project and where/what the basis is
- LPN has seen a mjor benefit in cost ratio (approx. 40mil in return of less than 500k [verify amounts in recorded audio])
- Several projects encompass more than one NRD involvement and land coverage
- Will alliance suffer and be able to continue operation at expected level without coordinator
- Will non-NRD members back out of alliance without coordinator
- Slight majority in favor of retaining coordinator position
- 6. Identify representative stakeholders, key decision-makers, and valuable resource personnel who influence the course of development of the Corridor and provide the means to, and open the lines of communication among, all who participate.
  - Rewrite first line: "Identify stakeholders, decision-makers, and resource personnel..."
  - In favor of retaining
- 7. Create an entity that will foster communication and cooperation among local, state, and federal organizations, private and public.
  - Is it needed? May be redundant.
  - Cut opening: "Create an entity that will"
  - Begin statement at "Foster"
  - In favor of retaining
- 8. Prepare and distribute educational material describing the values of the Corridor, the potential problems, and the options for land use development and decision-making.
  - Coordinator may be essential for this role

- "Development" relates to construction/expansion projects which involves utilities, zoning, etc. (examples: housing, gravel pits, recreation access)
- Following "potential problems" Add: "and potential solutions"
- Replace: "problems" with challenges & issues
- In favor of retaining
- 9. Organize meetings of stakeholders, decision-makers, and interested persons to share knowledge of the Corridor, compare projects and programs of all involved, and forge a vision of the future of the Corridor.
  - Change "persons" to "parties"
  - In favor of retaining
- 10. Establish a continuing process of communicating issues, policies, and development status to all involved and updating the vision as needed; and
  - What is the "vision"? alliance has a mission statement, no vision statement
  - In favor of retaining
- 11. Promote cooperation among private and public individuals and organizations to lead all involved toward better development in accord with the vision of the future.
  - In favor of retaining
- -possiblility of combination of points 1, 2, and 4 (eliminate duplication of effort)
- -change order of some of the first set of bullet points (switch 3 to go after 4)
- -perception of the alliance as a separate, new layer of "government" entity
- the alliance is not meant to function as its own governing entity only given power on behalf of the NRDs and stakeholders

#### **B.** Refinement of Operations

Golf tournament (Water Quality Open)

- A "break-even" as far as funds although staff time is given
- Does offer public outreach/awareness
- Attendance and information sharing
  - o well-rounded between stakeholder and non-stakeholder persons
  - valuable cross-over event for general public to partake
  - o info booths, sessions, speakers to relay alliance existence/mission and environmental
- Concern over 'appearance' of event to tax-payer

#### Kayak Trip

- A "break-even" as far as funds
- NGPC donates kayak use as well as Louisville vendor
- Date selection is difficult to ensure (dependent on weather or river condition issues)
- Kayak trip fills quickly perceived emphasis on openings for trip to high officials
- Target; get public out on the Platte and educate on the river and alliance
- Feedback from participants is primarily positive
- No record of negative feedback from public

#### Water quality/quantity studies

- No contention voiced

#### Cost Projects/Contracts

- Change in vetting process/decision-making when money spent
  - o currently LPS primlarily approves projects and has sign-off
  - o other NRD boards would like involvement in approval process promote project awareness and cost implications

#### C. Priorities

Existence of alliance

- LPN pulling out? If so, will alliance continue
- LPN voted to be associated with alliance but be non-paying member

Decision on coordinator position

Need to develop LPRCA vision

#### D. Next Steps

Funding clarification

 Will South and Papio NRDs (and other paying members) be willing to pick up member cost vacated by North NRD

Re-write Inter-local agreement (Process for moving alliance forward)

- Disseminate project tasks/duties: grants writing, kayak trip, golf outing, record-keeping, reports, communication
  - o Members other than NRDs can be included for involvement
- Responsibility of paying vs. non-paying members
- Present to NRD boards for approval
- Present to other paying members for approval

Develop timeline for decision making

- Have draft inter-local agreement ready by next meeting