

**CENTRAL PLATTE NRD**  
Board Meeting Minutes  
May 23, 2019

**CALL TO ORDER:** Chairman Jim Bendfeldt called the meeting to order at 2:00 p.m. He reported that the NRD abides by the Open Meetings Act in conducting business and said that a copy of the Open Meetings Act was displayed on the south wall of the conference room, that the Board reserves the right to change the order of an item on the agenda, and some items on the agenda are subject to closed session.

**ATTENDANCE:** Board members present were:

LeRoy Arends	Ed Kyes	Mick Reynolds
Jim Bendfeldt	Dwayne Margritz	Jay Richeson
Lon Bohn	Jerry Milner	Keith Stafford
Alicia Haussler	Barry Obermiller	Ed Stoltenberg
Chris Henry	Keith Ostermeier	Deborah VanMatre
Brian Keiser	Doug Reeves	Jerry Wiese

Excused absences – Charles Maser and Marvion Reichert. Absent – Steve Sheen

Staff present: Lyndon Vogt – General Manager, Jesse Mintken – Assistant Manager, Dianne Miller – Administrative Director, Mark Czaplewski – District Biologist, Brandi Flyr – District Hydrologist, Dan Clement – Water Resources Specialist, Kelly Cole – Programs Coordinator, Marcia Lee – Information/Education Specialist, Sandy Noecker – Data & Compliance Officer, Luke Zakrzewski – GIS Image Analyst, Courtney Widup – Water Resources Technician, Tricia Dudley – Resources Conservationist.

Others present – Joe Krolkowski – NRCS Liaison District Conservationist, Grand Island, Dean Krull - UNL Extension, Melissa Mosier and Sarah Nevison – NE Dept. of Natural Resources Lincoln, Randy Zach – NE Public Power District Columbus, Bill Taddicken – Rowe Sanctuary, Lori Potter – Kearney Hub.

**MEETING NOTICES:** Chairman Jim Bendfeldt reported that the notices of the meeting had been published in the Grand Island Independent and the news release was provided to other media outlets in the District.

**MEETING MINUTES:** Alicia Haussler made the motion to approve the April board meeting minutes. Barry Obermiller seconded the motion. All board members present, voting by roll call vote, were in favor, except Lon Bohn, Chris Henry, Brian Keiser, Keith Stafford and Jerry Wiese who all abstained. Motion carried.

**ANNOUNCEMENTS & OTHER BUSINESS FOR FUTURE MEETINGS:**

Chairman Bendfeldt asked if there were any announcements or suggestions for future meetings. There were none.

**PUBLIC FORUM:** Chairman Bendfeldt asked if anyone wanted to address the board on any item not included on the agenda. No one requested time to speak.

**NRCS REPORT:** Joe Krolkowski, NRCS Liaison District Conservationist, reported on NRCS events and activities (see enclosed report).

**EXCUSED ABSENCES:** Chairman Jim Bendfeldt reported that Charles Maser and Marvion Reichert had requested to be excused from the board meeting.

Alicia Haussler made the motion to approve the absences as requested. Deborah VanMatre seconded the motion. All board members present, voting by roll call vote, were in favor. Motion carried.

**WATER QUANTITY COMMITTEE – REPORTS & ACTION:** Jay Richeson, committee chairman, reported on their meeting held earlier that day.

**Basin-wide & CPNRD Individual Integrated Management Plans** – Jay said the committee discussed the drafts of the proposed Basin-wide IMP and Central Platte NRD's individual IMP.

Jay said the Water Quantity Committee is recommending, and he made the motion, to approve the drafts of the proposed Basin-wide IMP and Central Platte NRD's individual IMP for the purpose of holding the required public hearings on July 15. Barry Obermiller seconded the motion. All board members present, voting by roll call vote, were in favor. Motion carried.

The July 15 public hearing on the proposed Basin-wide IMP is scheduled for 3:00 p.m. with the public hearing on Central Platte NRD's proposed IMP to follow at 3:30 p.m. General Manager Vogt said the drafts are on drop box and if anyone wanted a printed copy they would be made available.

**Water Exchange Memorandum of Understanding with Central NE Public Power & Irrigation District (CNPP&ID)** – Jay said the committee discussed the proposed one year agreement with CNPP&ID. General Manager Vogt said this would allow Central Platte NRD to store the exchange water from the three canals in Lake McConaughy. Prior to this we have been returning that water at the head gates during the irrigation season. The agreement would allow us to store the water in Lake McConaughy and it would become part of the environmental account for the Platte River Program. (Copy of MOU attached).

Jay Richeson made the motion to approve the one year Water Exchange Memorandum of Understanding Between the Central NE Public Power & Irrigation District and Central Platte NRD. Doug Reeves seconded the motion. All board members present, voting by roll call vote, were in favor. Motion carried.

**Cover Crop Memorandum of Understanding with Lower Loup NRD** – Jay said the committee also discussed a proposed agreement with the Lower Loup NRD for a cover crop study (see enclosed). A copy of the MOU was put on drop box prior to the board meeting. General Manager Vogt said the board had previously approved applying for a Water Sustainability Fund grant for this project and said our application has been approved. He said the proposed Cover Crop Groundwater Impact Study would be to assist the Lower Loup NRD and Central Platte NRD in making scientifically defensible management decisions regarding cover crop management. Central Platte NRD's share of the three-year study would be \$33,500.00.

Jay Richeson made the motion to approve the Water Quantity Committee's recommendation to enter into the Memorandum of Understanding with the Lower Loup on the three-year cover crop study. Mick Reynolds seconded the motion. All board members present, voting by roll call vote, were in favor. Motion carried.

**U.S.D.A. Natural Resources Conservation Service (NRCS) Watershed and Flood Prevention Operation (WFPO) Grant** – Jay said the committee discussed two NRCS grants that we may want to consider for Buffalo Creek and the Wood River above the town of Wood River.

General Manager Vogt explained that the deadline for applying for the grants is mid-July. He said it would probably be the end of the year before we know if the funding is approved. If we are approved NRCS, or a subcontractor, would develop a watershed work plan to address flooding concerns. The plan would include 30% of the design for any projects they recommend for flood control purposes.

In answer to a question General Manager Vogt said if we are approved and if there is funding moving forward there would be a second round of grants after the planning and 30% design for any structural projects. The second round of grants to implement the projects would actually pay for everything except for land rights and permitting which would be CPNRD's responsibility. He said the attractiveness of the grant is if we get through the first round we not only would have a layout of what needed to be done in that watershed but we would have 30% of the design done. Even if there were not federal dollars available we could possibly be in a position where we could move forward in looking for other funding sources.

Jay Richeson made the motion to approve applying for the NRCS Watershed and Flood Prevention Operations grants. Doug Reeves seconded the motion. All board members present, voting by roll call vote, were in favor. Motion carried.

**BUDGET COMMITTEE REPORT:** Chairman Bendfeldt said the Budget Committee met earlier that day to review the recommended Fiscal Year 2019/2020 expenditures and said the preliminary recommendations will be put on drop box for the directors' review prior to the June board meeting.

**CEASE & DESIST ORDER FOR A LANDOWNER IN HALL COUNTY: GIS**

Image Analyst Luke Zakrezewsk said up until last Tuesday there was a landowner in southern Hall County who had failed to contact the office regarding a violation of irrigated acres. He said over the last several months he had attempted to contact the landowner through certified and regular mail. On Tuesday the tenant came in and it seemed a plan was agreed upon to correct the issue. A corner system had been installed on a center pivot that did not have certified acres on the corner. The tenants left the office with paper work that would resolve the issue in the form of a transfer document that needs to be signed by the landowner. Luke said he told the tenant that we need to have that paperwork back in the office by May 31. He asked the board to give authorization to issue a cease and desist order if we do not have the paperwork by June 1<sup>st</sup>.

Alicia Haussler made the motion to authorize the issuance of a cease and desist order to the landowner in southern Hall County if the required paperwork is not in the office by June 1<sup>st</sup>. Mick Reynolds seconded the motion. All board members present, voting by roll call vote, were in favor. Motion carried.

**Dawson County Irrigated Acres Violation** -- Luke also explained that there is a landowner in Dawson County who he would request authorization to issue a cease and desist order if they do not come into compliance by June 1<sup>st</sup>. He reviewed the details of the violation.

A motion was made by Alicia Haussler and seconded by Mick Reynolds to authorize a cease and desist order on the landowner in Dawson County.

Following a brief discussion concerning the fact that this item had not been included on the board agenda the motion was withdrawn. It was stated that this would be an item on the agenda at the June board meeting.

**MANAGER'S REPORT:** General Manager Lyndon Vogt reported on a few items including the fact that we have submitted a request to NRCS for some Emergency Watershed Plan (EPA) funds on for the Prairie/Silver/Moores project drop structure that has quite a lot of damage from the recent flood. He also said we have signed a one year extension on the five year RCPP/Ogallala Aquifer Initiative Grant. He also asked that as many directors as possible attend the basin IMP public hearings in July. Details will be sent prior to those public hearings.

**NE NATURAL RESOURCES COMMISSION REPORT:** Mick Reynolds, Middle Platte Basin Commission member, reported the Commission had met on May 22<sup>nd</sup> and reviewed the proposed state budget for the water sustainability fund. He said they also have an informal comment period that will be coming up for the proposed rule changes for titles 257, 259, 260, 262 and 263. He said their next meeting is scheduled for December 18<sup>th</sup> in Kearney.

**NE ASSOCIATION OF RESOURCES DISTRICTS REPORT:** Jim Bendfeldt, Central Platte's NARD board member, said the NARD board will meet in June and he will report after that meeting.

**COST SHARE PROGRAM APPLICATIONS: Applications** – Programs Coordinator Kelly Cole reported that we have received applications for the Capacitance Probes and Well Decommissioning cost share programs (see enclosed). She said the applicants are in compliance with the District's rules and regulations, funds are available, and she recommended they be approved.

Alicia Haussler made the motion to approve the cost share applications as reported. Keith Ostermeier seconded the motion. All board members present, voting by roll call vote, were in favor. Motion carried.

**FINANCIAL REPORTS:** Alicia Haussler made the motion to accept the May financial report as presented. Deborah VanMatre seconded the motion. All board members present, voting by roll call vote, were in favor. Motion carried.

**OTHER BUSINESS: Next Meeting** – Scheduled for June 27<sup>th</sup> at 2:00 p.m. Details to follow.

**Children's Groundwater Festival** –I&E Specialist Marcia Lee and Programs Coordinator Kelly Cole were complimented on the success of this year's Children's Groundwater Festival.

**Upcoming Events** – Included GMDA Summer Conference June 5 – 7, NRD Basin Tour June 10 & 11, CPNRD Flood Control Stroll, Downtown Grand Island June 21, 4:30 p.m. to 6:30 p.m.

**ADJOURN:** Chairman Bendfeldt adjourned the board meeting at 2:38 p.m.

May 21, 2019

Central Platte NRD  
215 North Kaufman Avenue  
Grand Island, NE 68803

May Report to CPNRD

Summary of activities and or current happenings at the Natural Resources Conservation Service.

- Natural Resources Conservation Service (NRCS) staff in the Central Platte NRD (CPNRD) are currently working through the contract development and obligation process for the FY 2019 Environmental Quality Incentives Program (EQIP) funds. All the applications that were received before November 16, 2018 and met eligibility criteria were ranked. The NRCS has extending contract offers in accordance with available program funding and associated application ranking scores until all the fund were allocated. We have submitted a requested to our State Office and National Office for additional funds this year if they should become available. The contracting process can sometimes extend into August or September depending if or when the additional funds become available. This year's EQIP fund allocation for the local CPNRD fund codes was \$713,393.00.
- Conservation Stewardship Program, (CStP), FY2019 applications that were received by the May 10, 2019 cutoff, will begin the ranking process. NRCS staff will be working with the producers and gathering the information needed to complete that ranking. The projected ranking deadline for all FY2019 CStP applications is currently set for June 21, 2019. The new Farm Bill requires all 5 years of CStP program payments be obligated at the beginning of the contract. Unlike the past CStP programs where funds were added annually to the CStP contracts. The obligation of all 5 years' worth of funds will cause the total number of approved contracts to decrease going forward. This per our CStP program manager and a recent training he conducted.

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- Conservation Reserve Programs, (CRP), which is administered by the Farm Service Agency (FSA), has recently announced a new signup period. The signup period will run this summer from June 3, 2019 through August 23, 2019. Once the signup is complete, if the CRP contract offers are accepted by the producers NRCS must complete the contract paperwork for FSA by September 13, 2019. In addition to the CRP contracting work, NRCS will also be completing the annual Mid Contract Management reviews for existing contracts. NRCS is responsible for conducting all field visits and then producing all conservation planning and contracting documents for FSAs CRP program. Every CRP contract has Mid Contract Management that must be completed to keep the contract in compliance. This is the responsibility of the producer along with technical support provided from NRCS.

Respectfully Submitted,

*/s/ Joe Krolikowski*

Joe Krolikowski  
District Conservationist

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**WATER EXCHANGE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT  
AND  
CENTRAL PLATTE NATURAL RESOURCES DISTRICT**

THIS MEMORANDUM made and entered into this \_\_\_\_\_ day of May, 2019, by and between The Central Nebraska Public Power and Irrigation District, a public corporation and political subdivision of the State of Nebraska, with its principal office located at 415 Lincoln Street, P.O. Box 740, Holdrege, NE 68949-0740, hereinafter referred to as "Central" and the Central Platte Natural Resources District, a political subdivision of the State of Nebraska, with its principal office located at 215 Kaufman Ave, Grand Island, NE 68803, hereinafter referred to as "CPNRD," (jointly referred to as "Parties" and individually as "Party").

WHEREAS, CPNRD's irrigation canals to which it holds an interest (Thirty Mile, Cozad, and Orchard Alfalfa, hereinafter referred to as "Affiliate Canals") deliver surface water to lands in south central Nebraska; and

WHEREAS, the Parties have expressed an interest in participating in a pilot program to exchange surface water for the purpose of providing water to the Environmental Account, Central's appropriation A-17695 established pursuant to Central's FERC license; and

WHEREAS, the Platte River Recovery Implementation Program is interested in increasing the water available to the Environmental Account in Lake McConaughy; and

WHEREAS the Central Platte Natural Resources District has the authority to enter into water agreements for the purposes of water management under Chapter 46, Reissue Revised Statutes of Nebraska, Article 7 of the Nebraska Ground Water Management and Protection Act (46-701 -- 46-756); and

WHEREAS, Central is willing to facilitate such a surface water exchange service;

1. SURFACE WATER EXCHANGE SERVICE.

- a. During the irrigation season of 2019, CPNRD agrees to not deliver water for irrigation on 12,035.8 acres under Thirty Mile, 13,135.2 acres under Cozad, and 3,020.4 under Orchard Alfalfa canals in exchange for Central crediting the Environmental Account with storage water from Lake McConaughy as calculated in paragraphs 1(b) and 1(c) below).
- b. The quantity of water exchanged for CPNRD prior to adjustment shall be: 6,018 acre feet for the Thirty Mile Canal (85.97 af/day), 6,568 acre feet for the Cozad Canal (93.83 af/day) and 1,510 acre feet for the Orchard Alfalfa Canal (21.57 af/day). The quantity of water exchanged for the Affiliate Canals shall be reduced on Non-Exchange Days. A Non-Exchange Day is defined as each day between June 25 and September 2 (70 days) in which one of the following occurs:
  - The average flow of the South Platte River at North Platte exceeds 2,500 cfs, or
  - Lake McConaughy is effectively at capacity, or
  - The canal is not diverting water, or
  - The canal has no storage water remaining and there is insufficient natural flow to fully supply the canal needs.
- c. Upon review of hydrologic data and any other data deemed relevant by the parties after September 2, 2019, Central and CPNRD jointly may make other adjustments as agreed to by the parties to this Memorandum.



- d. Central and CPNRD jointly will calculate the volume of water to be exchanged using the calculation in 1 (b) and 1 (c) above by October 31, 2019.
  - e. Upon request from Central, CPNRD will provide documentation that surface water was withheld from the acres referenced in (a).
2. CREDITING OF WATER TO ENVIRONMENTAL ACCOUNT. Central agrees to inform the Nebraska Department of Natural Resources regarding the amount of water to be credited to the Environmental Account to be effective on October 1, 2019 in the same manner that other credits of water to the Environmental Account are handled pursuant to paragraph 9 in Central's A-17695 application attachment.
  3. CPNRD USE OF EXCHANGED WATER FOR PLATTE PROGRAM OR IMP NEEDS. It is understood that CPNRD may contract with the Platte River Recovery Implementation Program for payment for the exchanged water associated with their respective canals, or that CPNRD may request recognition from the appropriate entities that the credited water count as offsets for depletions to US Fish and Wildlife Service target flows and/or instream flow appropriations in the Platte River pursuant to the Nebraska New Depletions Plan of the Platte River Program or an integrated management plan established pursuant to Nebraska law. Nothing in this Memorandum, including any contracting for payment or recognition as depletion offsets, gives CPNRD any control of, or interest in, the timing or amount of releases from the Environmental Account.
  4. TERM. The term of this Memorandum shall commence when this Memorandum is signed by the Parties (the "Commencement Date"), and all requirements shall expire on December 31, 2019.
  5. PRECEDENT. The Parties to this Memorandum agree that this water exchange is a pilot program and the conditions herein will not set any future precedents; no Party is making admissions; no Party is waiving any statutory requirements; and the Parties recognize that there may be details that are discovered in the pilot program that would need to be addressed in any future water exchange. The Parties agree that the terms in this Memorandum will not be used for future arbitration or litigation purposes.

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, hereafter referred to as AGREEMENT, is made and entered into by and between the Central Platte Natural Resources District, with headquarters offices located at 215 Kaufman Avenue Grand Island Nebraska, hereafter referred to as CPNRD, and the Lower Loup Natural Resources District, with headquarters offices located at 2620 Airport Drive, Ord, Nebraska, hereafter referred to as LLNRD. The CPNRD and LLNRD, political subdivisions of the State of Nebraska, organized and existing by virtue of Neb. Rev. Statutes, are hereafter referred to as PARTICIPANTS.

### RECITALS

A. WHEREAS Art. XV, § 8, Neb. Const. and Neb. Rev. Stat. §§ 13-801 to 13-827 (1991) authorize any two or more public agencies, including natural resources districts, to enter into Interlocal Agreements with one another for joint or cooperative action of any power or powers, privileges or authorities exercised or capable of being exercised individually by such public agencies, and to create a joint entity in furtherance of such joint or cooperative action with such powers as the Interlocal Agreement shall specify; and

B. WHEREAS the PARTICIPANTS have agreed to pursue a Cover Crop Groundwater Impact Study to study the effects of cover crop use on groundwater recharge, available soil moisture, and crop irrigation requirements.

C. WHEREAS the PARTICIPANTS jointly request a study to determine the advantages of cover crop use;

D. WHEREAS the PARTICIPANTS desire to cooperate for the purpose of understanding the impacts on groundwater due to cover crop management; and

E. WHEREAS the CPNRD agrees to reimburse the LLNRD for 50% of the costs associated with the Cover Crop Groundwater Impact Study; and

F. WHEREAS the PARTICIPANTS desire to use the Cover Crop Groundwater Impact Study to assist the LLNRD and CPNRD Board of Directors in making scientifically and statistically defensible management decisions regarding cover crop management; and

NOW, THEREFORE in consideration of the above recitals and mutual premises contained herein, the PARTICIPANTS agree as follows:

### ARTICLE I

#### OBJECTIVES AND PURPOSES

Section I.01. The objectives and purposes of this AGREEMENT are to carry out those public powers, duties and obligations of the governing bodies of the PARTICIPANTS relating to the Cover Crop Groundwater Impact Study conducted for the CPNRD and the LLNRD.

### ARTICLE II

#### TERM OF AGREEMENT

Section 2.01. This AGREEMENT shall become effective and binding upon its execution by both undersigned PARTICIPANTS.

Section 2.02. This AGREEMENT can be terminated by either PARTICIPANT upon 30 days written notice to the other PARTICIPANT.

### ARTICLE III

#### DEFINITIONS

Section 3 .0 I. Cover Crop Groundwater Impact Study shall include: the installation of soil sensors within agricultural fields through three cropping seasons, continuous soil monitoring and sample collection, and data analysis and reporting.

### ARTICLE IV

#### RESPONSIBILITIES OF THE LLNRD

Section 4.0 I. LLNRD will act as a sponsor for the project and will process payment of all invoices received that are related to the project.

Section 4.02. The LLNRD agrees to provide the CPNRD with all materials received from field data collection and analysis that is relevant to the Cover Crop Groundwater Impact Study.

### ARTICLE V

#### RESPONSIBILITIES OF THE CPNRD

Section 5.01. CPNRD agrees to provide the LLNRD with funding and in-kind services over the life of the three-year project.

Section 5.02. Upon written request from the LLNRD to the CPNRD, including delivery of an invoice, the CPNRD agrees to reimburse the LLNRD, within 30 days, for 50% of the Sponsor's costs associated with the Cover Crop Groundwater Impact Study, not to exceed \$33,500.00 cash.

### ARTICLE VI

#### POWERS

Section 6.01. The PARTICIPANTS understand and agree that this AGREEMENT is not intended to, nor does it, create a partnership, joint venture or any other type of similar relationship which may give rise to joint and several liability.

Section 6.02. The PARTICIPANTS shall have all the powers, including the power to make and execute contracts, and other instruments necessary or convenient to the exercise of their powers, to achieve the objectives and purposes stated in this AGREEMENT.

Section 6.03. The PARTICIPANTS shall be authorized to utilize their staffs and equipment to perform tasks necessary to carrying out their responsibilities.

Section 6.04. The PARTICIPANTS shall have such other powers as are permitted to them under the Interlocal Cooperation Act which are necessary and proper for the achievement of the stated objectives and purposes as set forth by this AGREEMENT.

ARTICLE VII

SPECIAL PROVISIONS

Section 7.0 I. The PARTICIPANTS agree that each PARTICIPANT shall retain a copy of completed Cover Crop Groundwater Impact Study as deemed necessary by their respective Boards of Directors, without the consent of the other PARTICIPANT.

ARTICLE VIII

AMENDMENTS

Section 8.01. Either PARTICIPANT may propose an amendment to this AGREEMENT. Amendments will not become effective until approved by both PARTICIPANTS.

ARTICLE IX

EXECUTION

This AGREEMENT is hereby executed by the PARTICIPANTS in duplicate, each to be considered an original, with the understanding that this AGREEMENT becomes effective as and when both PARTICIPANTS have executed both originals. The PARTICIPANTS shall be bound to the same extent and purpose as if both PARTICIPANTS had simultaneously joined in the execution of a single master copy.

IN WITNESS WHEREOF, each of the PARTICIPANTS has caused this AGREEMENT to be executed by their duly authorized representatives as of the date and year shown below.

CENTRAL PLATTE NATURAL RESOURCES DISTRICT

\_\_\_\_\_

Dated \_\_\_\_\_

General Manager

LOWER LOUP NATURAL RESOURCES DISTRICT

\_\_\_\_\_

Dated \_\_\_\_\_

General Manager

CENTRAL PLATTE NRD  
Cost Share  
May 23, 2019

CAPACITANCE PROBE COST SHARE PROGRAM .....		\$	<b>2,500.00</b>
Quandt Farms Inc - Hall	\$	2,500.00	
WELL DECOMMISSIONING COST SHARE PROGRAM .....		\$	<b>500.00</b>
Eliot Linsenmeyer – Dawson	\$	500.00	
Total .....		\$	<b>3,000.00</b>