

Water Committee Meeting
Wednesday, June 29, 2022 6:00 PM
Lower Platte North NRD Office
P.O. Box 126
Wahoo, NE 68066

1. UNFINISHED BUSINESS

2. REGULATORY

2.A. GROUND WATER MANAGEMENT AREA

2.A.1. GROUNDWATER MODELING PROJECT

Thad and Heath Kunz made a presentation to the Water Committee and discussed modeling and its value to the other NRDs they have assisted. Thad Kunz - Principal Hydrogeologist from Scottsbluff has worked on the Cohyst model along with modeling projects with the NRDs from the Western part of the state. It was explained to the Committee and Staff that this would be the base model that could be used to develop specific models to answer questions for a certain area or project. This base model will develop an updated boundary of the 10/50 line (Hydrological Connected Area) along with a new stream development factor (SDF). The model cell size can be adjusted from 2.5 to 640 acres with a recharge value given to each cell. Larger cells are recommended initially for the model runs.

Paul Woodward attended and explained the numbers shown below.

At last month's Water Committee and Board meeting, discussion was started on a Groundwater Modeling Project to assist in the Missouri Trib Model. Staff attended a meeting with NeDNR, LPS and Papio NRD on June 15 to discuss more details of the project. One item discussed was the size of the grid, which the groups felt 40 acre grids should be considered. This will allow for accurate information if, in the future, more detailed modeling will be needed for Quantity or Quality Areas and Wellhead Protection Areas. Attached is a Memorandum from Paul Woodward along with a flow chart showing the steps in the modeling process.

The group discussed the idea of one regional model or including an individual model per NRD. This is a question that the Water Committee and Board need to decide. The question to discuss, what is the long-range vision of the District in terms of surface and groundwater? Costs for the District over 3 years are \$20,955.56/year (\$15,716.67 over 4 years) for the regional model or \$26,222/year to include an individual model for LPN District. From the meeting, NeDNR thought there would be no issue of contributing \$188,500 or \$235,000 respectively, depending on the direction of the Committee and Board.

Paul Woodward got a cost estimate back from JEO for the groundwater

modeling. They provided a cost for a two-model scenario where the Lower Platte from Columbus to the mouth would be one model and the remaining area of the Papio NRD adjacent to Lower Elkhorn would be the other. This cost estimate is \$660,000. If they did need to do an additional independent model (say one for each NRD), this would add another \$225,000. If I factor in NDNR paying approximately as much as the NRDs do collectively, then the two scenarios for WSF funding would look like this:

2	2.A	2.			2.	2
2	2.A	2.			2.	2
2	2.A	2.			2.	2
2	2.A	2.			2.	2
2	2.A	2.			2.	2

	2.A				2.	
2			2.		2	2
2	2.A		2.		2.	2

2.A.51.

2.A.52. Variance Request in the Hydrologically Connected Area (Limited Development Area)

Variances are due September 15. The staff discussed scoring options with the Committee. It was presented to the Committee, where a producer could receive additional points, if they have been implementing BMPs prior to submitting the variance. If they need additional points, they could implement the practices over a 2-year period. Suggestions to change chemigation to split application and to include grid sampling. Staff have reviewed the current and draft variances with the same available base points on both. A comment was given that the variance process is for water quantity, so should water quality practices be included? Staff and Committee will discuss at the July 27 Water Committee Meeting.

2.A.53. Variance Requests in the Non-Hydrologically Connected Area (Normal Development Area)

Variances are due August 15.

2.A.54. Irrigated Acre Transfer Update

Request from the Yindricks':

Is it possible not to decommission John's well but take out all of the high capacity well equipment and put in a submersible pump to water cattle? He WOULD NOT use it for any form of irrigation. It is in the corner of the pasture and the pivot has been moved off and it would just be for a cattle tank.

Cathy

The committee felt this was a reasonable request and irrigation well G-149371 cannot be used to irrigate the acres previously transferred to another location.

2.A.55. Well Permit Program

2.A.55.a. Well Permits Approved

2.A.55.b. Wells Permits Approved: #

2.A.55.c. Lan downer	2.A.55.d. N umber of Wells	2.A.55.e. Nu mber of New Irrigated Acres
2.A.55.i.	2.A.55.j.	2.A.55.k.
2.A.55.o.	2.A.55.p.	2.A.55.q.
2.A.55.u.	2.A.55.v.	2.A.55.w.
2.A.55.aa.	2.A.55.bb.	2.A.55.cc.
2.A.55.gg.	2.A.55.hh.	2.A.55.ii.

2.A.55.mm.

2.A.55.nn.

2.A.55.oo.

2.A.55.pp.

2.A.55.qq.

2.A.55.rr.

2.A.55.ss. The total number of approved permits for 2022 is #

Location of Approved Well Permits for 2022: Correct as of #####

2.A.55.tt. Co untly	2.A.55.uu. Irri gation - New	2.A.55.vv. Irrigat ion - Replacement
2.A.55.bbb. Bu tler	2.A.55.ccc.	2.A.55.ddd.
2.A.55.jjj. Co lfax	2.A.55.kkk.	2.A.55.lll.
2.A.55.rrr. Do dge	2.A.55.sss.	2.A.55.ttt.
2.A.55.zzz. Bo one	2.A.55.aaaa.	2.A.55.bbbb.
2.A.55.hhhh. M adison	2.A.55.iiii.	2.A.55.jjjj.
2.A.55.pppp. Pl atte	2.A.55.qqqq.	2.A.55.rrrr.
2.A.55.xxxx. Sa unders	2.A.55.yyyy.	2.A.55.zzzz.
2.A.55.ffff. To tal	2.A.55.ggggg.	2.A.55.hhhhh.

2.A.56. Phase Area Grant

Staff is in the process of writing a WSF grant per direction by Committee and Board at May meetings. WSF grant is due July 31.

Best Management Practices included in grant with dollar amounts.

- Iron Chlorosis products -\$36,000
- Cover crops - \$24,000 in addition to the NRCS contract
- Fertigation - \$5,000
- Variable rate Nitrogen - \$20,000 in addition to the NRCS contract.
- RO units for households -\$20,000 (This is part of the infrastructure funding, so it will not be included)
- Gravity to pivot or SDI - \$50,000 in addition to the NRCS contract
- Soil Sampling - \$20,000 in addition to the NRCS contract
- Soil Moisture Sensors with advanced technology - \$7,500
- Water Flow Meters - \$170,000
- Hydrological Assessment - \$56,000

2.A.57. The total cost of the Best Management Grant would be \$408,500 with a 60-40 split. The grant would pay \$245,100 with LPN share \$163,400.

2.A.58. Cost Share Programs

2.A.58.a. Highboy Cover Crop Project

Staff has been assisting UNL in obtaining cooperators in the Wahoo and Shell Creek Watersheds. At this time, we have 4 cooperators in Shell Creek. The staff has talked to 2 individuals in Wahoo Creek and are hoping to get signatures by early next week. The goal is to get 5-7 cooperators per watershed. The plan is to seed between August 1 and September 1 with no cost to producers for seed, applicator and operator. Seeding options for this cover crop projects are rye or rye/turnips/rapeseed. Informal field days will be conducted when the fields are planted.

Handout attached.

2.A.59. Lower Platte River Basin Water Management Plan Coalition (LPRBC)

Attached are the minutes from the April 19, 2022 Board Meeting. An inter-local agreement was discussed at this meeting to extend the agreement for an additional 5 years. Attached is the agreement which needs to be approved by NRD Boards and NeDNR to continue. The group would like the inter-local signed by July 1. As the Board has already approved \$10,000 in dues for the upcoming year, staff would like either the Board Chairman or General Manager to sign the inter-local agreement on June 30.

The technical group met on June 28 to discuss drought plans for each district. The LPN drought plan is a joint plan through the Consortium. The group also discussed the amount of acres that will be allowed per district. Staff

reported that the LPN GW Management plan allows 200 AF of water per year. Some districts are considering limiting acres because of the drought.

2.B. CHEMIGATION

For 2022, we have 676 renewals and 34 new permit applications for a current total of 710. Inspections for 124 renewal permits have been completed and 28 new permits.

3. GROUND WATER PROGRAMS

3.A. DECOMMISSIONED WELL PROGRAM

3.A.1. Well Estimates

3.A.2. # new wells has been reviewed and approved for decommissioning since the last Committee meeting.

3.A.3. Well Owner	3.A.4. Type of Well	3.A.5. Cost Share Estimate	3.A.6. County
3.A.7. Jeff Fadschild	3.A.8. Irrigation	3.A.9. \$1,193.51	3.A.10. Platte
3.A.11.	3.A.12.	3.A.13.	3.A.14.
3.A.15.	3.A.16.	3.A.17.	3.A.18.

3.A.19. Plugged Wells

3.A.20. 2 wells have been plugged, reviewed, and ready for cost share payment approval this month.

3.A.21. Well Owner	3.A.22. Type of Well	3.A.23. Cost Share Payment	3.A.24. County
3.A.25. Jason Lutjens	3.A.26. Irrigation	3.A.27. \$1,000.00	3.A.28. Platte
3.A.29. Martin J Ernst	3.A.30. Domestic	3.A.31. \$449.90	3.A.32. Colfax
3.A.33.	3.A.34.	3.A.35.	3.A.36.

3.B. LOWER PLATTE NORTH NRD GROUND WATER STUDIES

3.B.1. Phase Area Update

Attached are pictures from the demonstration field using SoyGreen on high PH soil.

3.B.2. Lower Platte River Consortium

The group met on June 23 to update the conditions in the Lower Platte River System. The Platte River has been declining, as shown by the Ashland River gage, but Lincoln Water System does not anticipate any actions this summer because all of their wells are now up and running. They also reported about the study to consider a secondary water source.

4. SURFACE WATER PROGRAMS

4.A. STATE LAKES, FOR THE WEEK OF

Fremont Lake No. 10 show high E.coli Bacteria from sample taken 6/20/2022.

5. OTHER

5.A. COMMENTS FROM THE PUBLIC

Memorandum

To: Pappio-Missouri River Natural Resources District Programs Projects and Operations Subcommittee
From: Paul W. Woodward, PE, Groundwater Management Engineer
Date: June 29, 2022
Re: Water Sustainability Fund Grant Application for the Lower Platte NRD's AEM Groundwater Modeling

In 2021, the P-MRNRD in cooperation with Lower Platte North NRD received a WSF grant for \$168,000 to complete a 3D hydrogeologic framework using all available AEM data within our collective NRDs. This project helped convert AEM data into geologic layers that can be feed into groundwater modeling software and used to improve the accuracy and results of regional groundwater models. Results from this framework project were completed in early 2022. Lower Platte South NRD has now received a separate WSF grant and plans to have their AEM data ready for groundwater modeling in 2023.

The Lower Elkhorn NRD has used their AEM data for this purpose and is in the process of completing a groundwater model for their entire NRD. Nebraska DNR is participating with the LENRD in this modeling process as an update to their Lower Platte-Missouri Tributaries groundwater model (which did not incorporate any AEM data). Staff from the Lower Platte NRDs have met and coordinated with NDNR and believe that developing a similar groundwater model(s) for the three NRDs will vastly improve the hydrologic assessment used by NDNR to determine hydrologically connected groundwater and surface water. An accurate groundwater model(s) based on AEM data will also be very useful for each NRDs internal processes and future assessments.

NRD staff has contacted the consulting team who developed the LENRD model (JEO Engineering in association with LRE and Long Spring Consulting) and they have prepared a preliminary scope of work and cost estimate for all three NRDs to: 1) Develop one or two 3D geologic models, 2) Calibrate each model to historic data, 3) Complete a regional stream depletion analysis, 4) Develop a GUI interface that will allow NRDs to effectively modify and utilize the models in the future, and 5) Provide a full report of the procedures and outcomes. The estimated costs based on this preliminary scope for all three NRDs is \$660,000 (including a 10% contingency) and a preliminary schedule is shown below:

4th Q - 2022	1st Q - 2023	2nd Q - 2023	3rd Q - 2023	4th Q - 2023	1st Q - 2024	2nd Q - 2024	3rd Q - 2024	4th Q - 2024	1st Q - 2025	2nd Q - 2025
Consultant Selection		Model Development			Model Calibration		Model Analysis/GUI Tool		Review and Reporting	

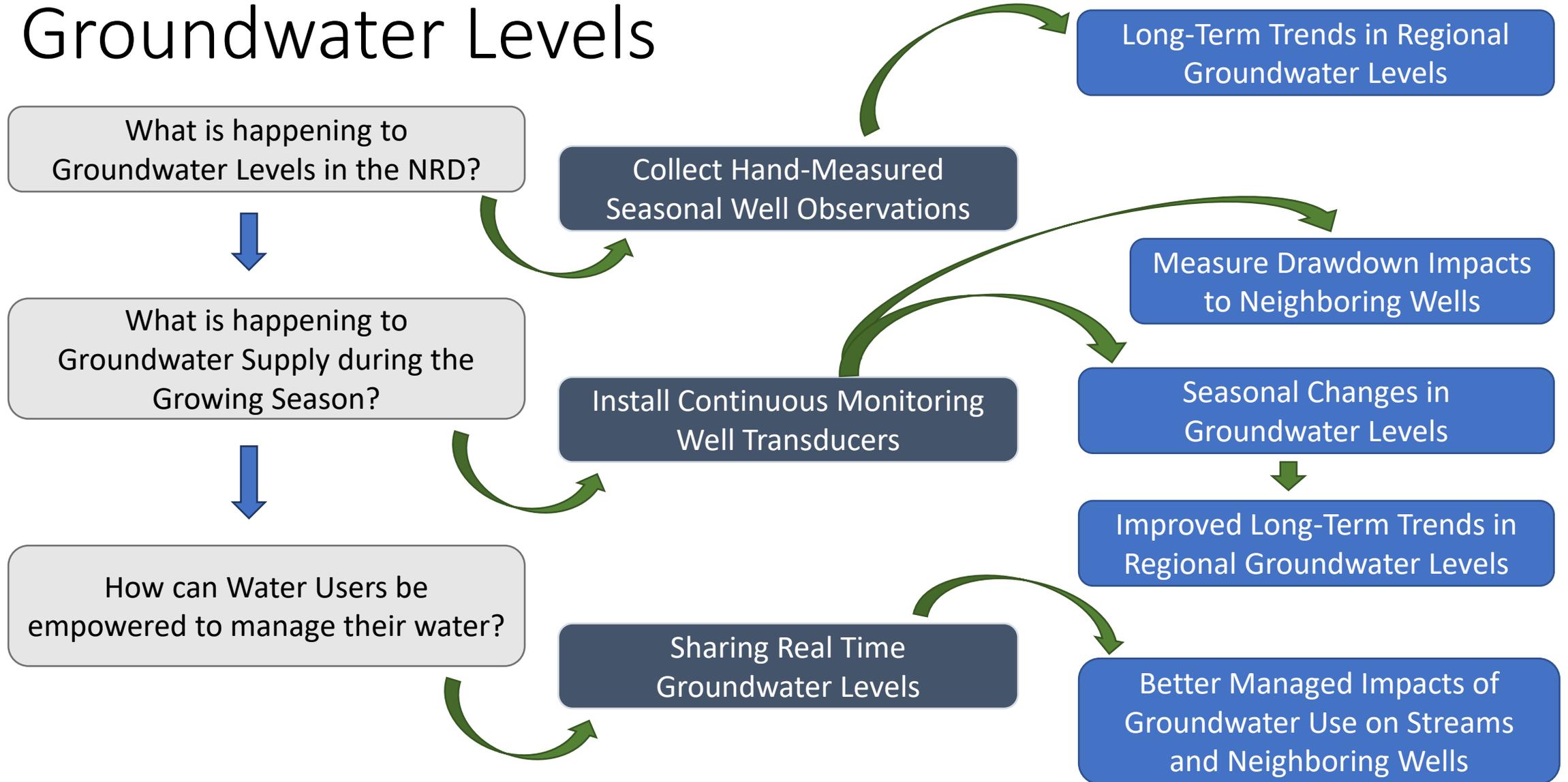
The group of Lower Platte NRDs and NDNR are recommending a joint WSF grant application be submitted for this modeling project by the end of July. NDNR has also agreed to support the grant application and provide funding equal to that of the combined NRDs funding. The PMRNRD would serve as the primary applicant for the grant and handle administrative duties as part of a future interlocal agreement.

The projected cost-share for the grant application is:

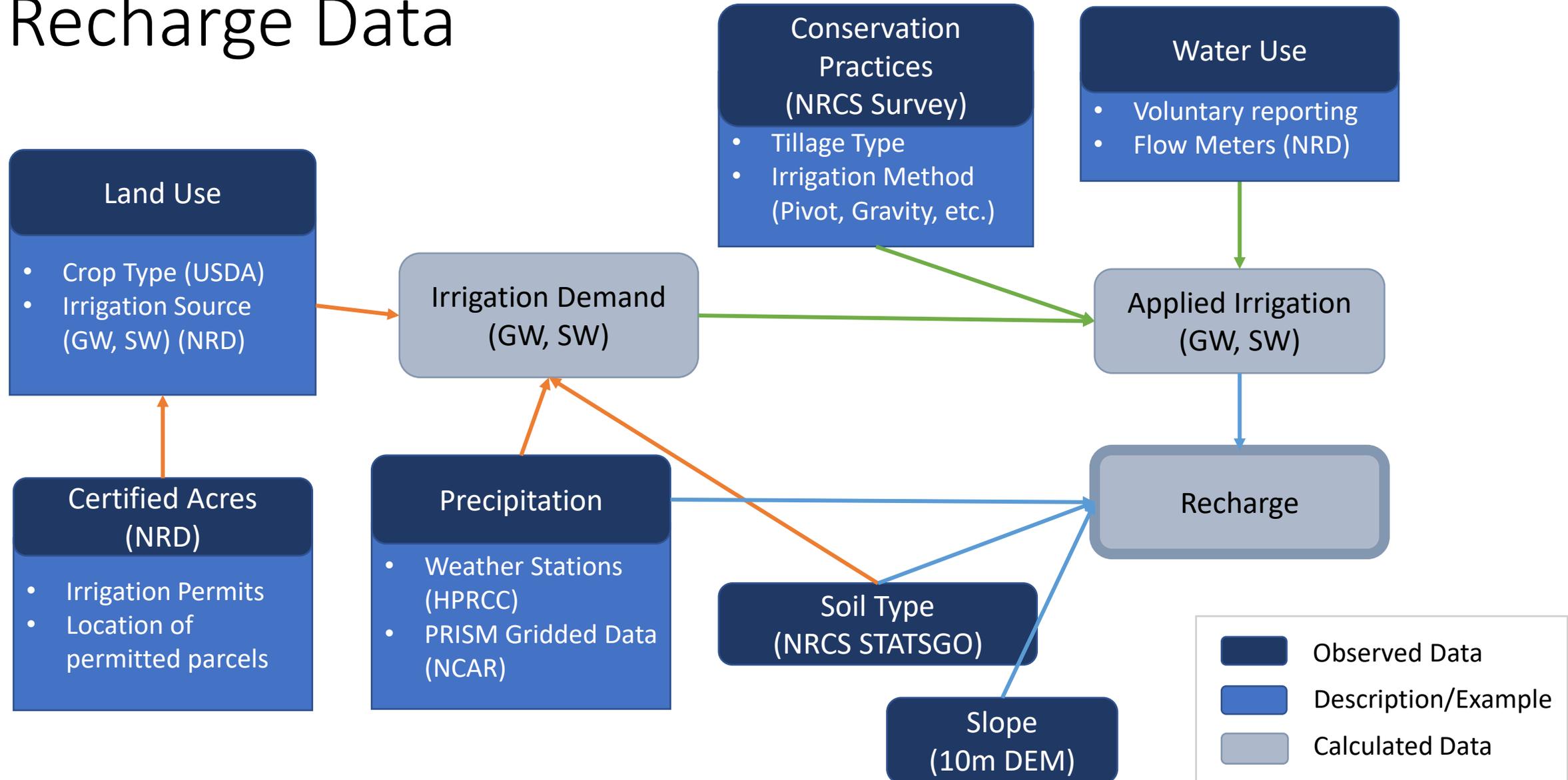
NRD	Total	NDNR	WSF Balance	WSF	NRDs
Papio	\$ 220,000.00	\$ 62,833.33	\$ 157,166.67	\$ 94,300.00	\$ 62,866.67
LPS	\$ 220,000.00	\$ 62,833.33	\$ 157,166.67	\$ 94,300.00	\$ 62,886.67
LPN	\$ 220,000.00	\$ 62,833.34	\$ 157,166.66	\$ 94,300.00	\$ 62,886.66
Total	\$ 660,000.00	\$188,500.00	\$ 471,500.00	\$ 282,900.00	\$ 188,600.00
	% Share	28.6%		42.8%	28.6%

Each NRDs cost share can be divided out over four fiscal years at an amount of \$15,716.67 and paid prior to June 30th of 2023, 2024, 2025, and 2026.

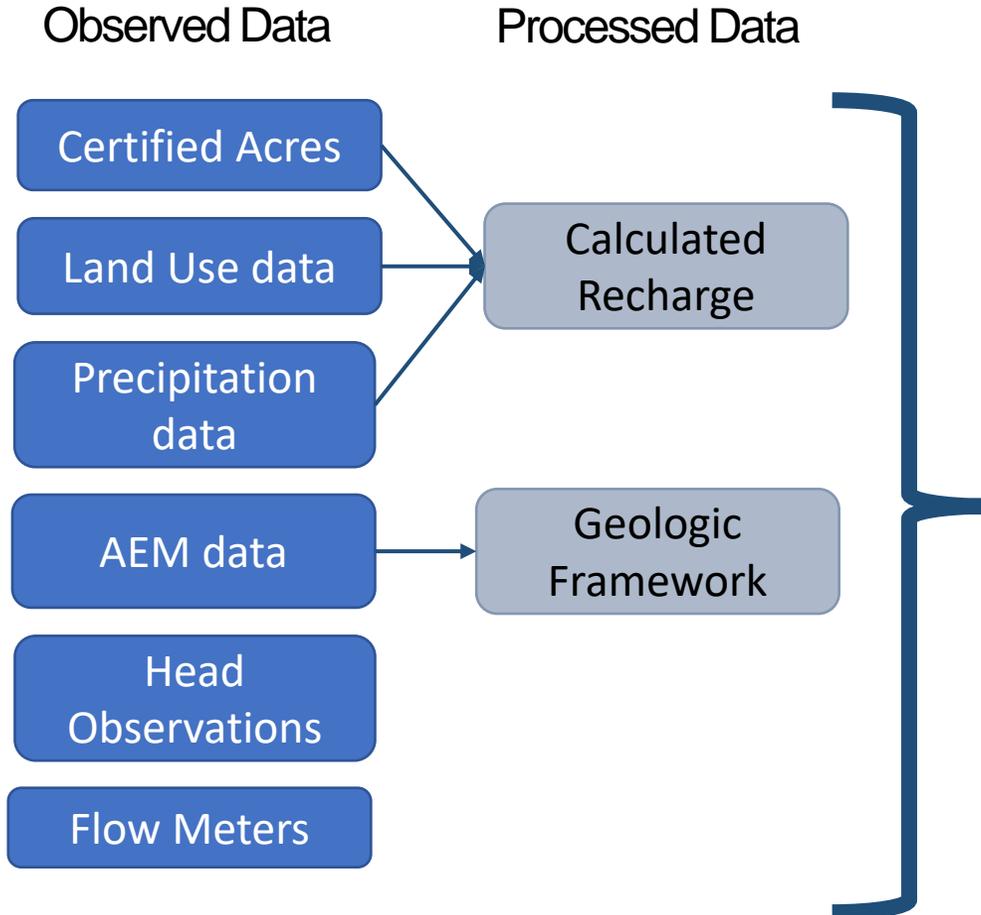
Groundwater Levels



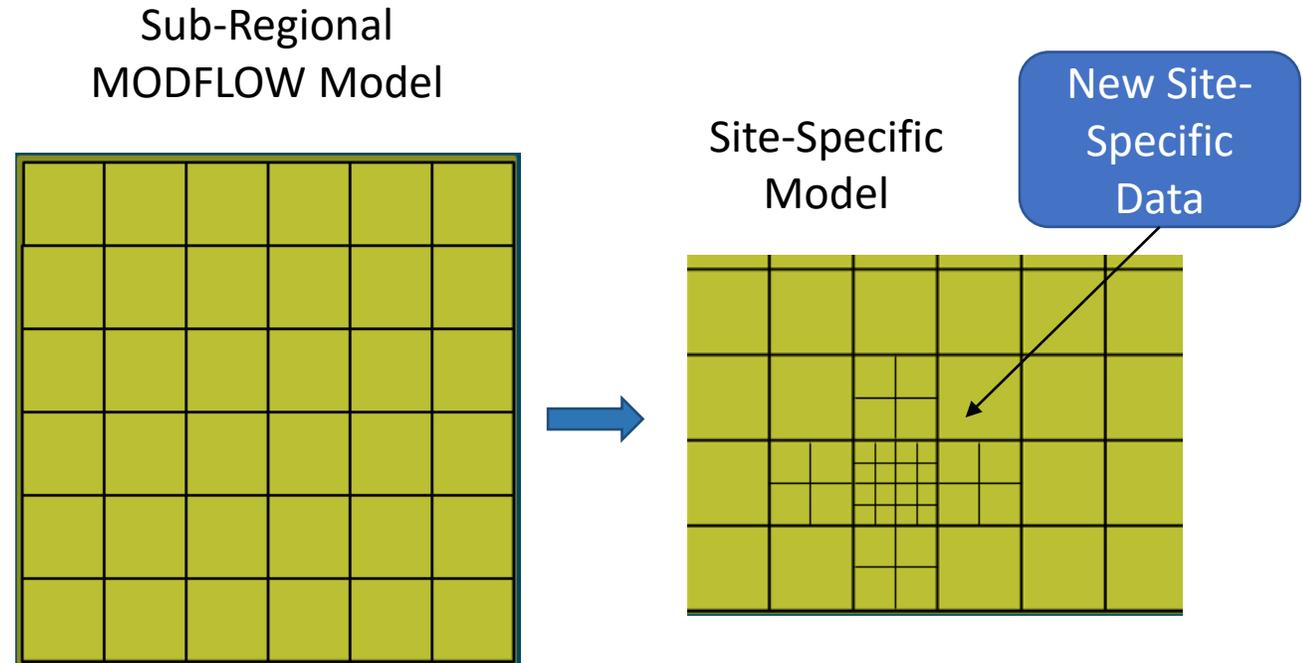
Recharge Data



Data Collected by NRD



A model combines **all collected data** into a **systematic framework** which is **more useful** than the data individually.



Draft Changes				
Application Number		Applicant Name		Date: 6/29/22 8:33 AM
LPN-V-022-XXXX		DRAFT		Total Score-> 0
Category	Divisions	Points Available	Percent of Application	Points Received

New Groundwater Consumptive Use	WF= 1.0			
	0 to 8 Acre Feet	100	0	0
	9 to 16 Acre Feet	80	0	0
	17 to 24 Acre Feet	60	0	0
	25 to 32 Acre Feet	40	0	0
	33 to 40 Acre Feet	20	0	0
	41+ Acre Feet	0	0	0
			Total ->	0

Land Class of field	WF= 1.0			
	No Land Impact	100	0	0
	Class 1	100	0	0
	Class 2	80	0	0
	Class 3	60	0	0
	Class 4	40	0	0
	Class 5	10	0	0
	Class 6-8/ not more than 20%	0	0	0
			Total ->	0

Stream Depletion Factor From DNR	WF= 1.25			
	10 to 20%	100	0	0
	21 to 30%	90	0	0
	31 to 40%	80	0	0
	41 to 50%	70	0	0
	51 to 60%	60	0	0
	61 to 70%	50	0	0
	71 to 80%	40	0	0
	81 to 90%	20	0	0
	>90%	10	0	0
			Total ->	0

Saturated Thickness	WF= 1.0			
	176 to 200 ft.	100	0	0
	151 to 175 ft.	90	0	0
	126 to 150 ft.	80	0	0
	101 to 125 ft.	70	0	0
	76 to 100 ft.	40	0	0
	51 to 75 ft.	20	0	0
	26 to 50 ft.	10	0	0
	0 to 25 ft.	0	0	0
			Total ->	0

Specific Yield	WF= 1.0			
	18.1 to 22 %	100	0	0
	14.1 to 18 %	60	0	0
	10.1 to 14 %	30	0	0
	6.1 to 10 %	10	0	0
	2 to 6%	0	0	0
			Total ->	0

Transmissivity	WF= 1.0			
	21331 to 23700	100	0	0
	18961 to 21330	90	0	0

16591 to 18960	80	0	0
14221 to 16590	70	0	0
11851 to 14220	60	0	0
9481 to 11850	50	0	0
7111 to 9480	40	0	0
4741 to 7110	30	0	0
2371 to 4740	20	0	0
0 to 2370	10	0	0
		Total ->	0

Irrigation Systems	WF= 1.0				
		Subsurface Drip	100	0	0
		Surface Drip	80	0	0
		Pivot	60	0	0
		Gravity, Gun, Other	10	0	0
		Total ->		0	

Additional Points	WF= 1.0				
		Cover Crops	10	0	0
		Variable Rate Irrigation	10	0	0
		Chemigation	10	0	0
		Soil Moisture Sensors	10	0	0
		Total ->		0	

Minimum Score of 300 is needed to be considered for variance approval Once a variance is submitted and not approved, it will be carried over for 3 years Land Classes 6-8, with slopes, greater than 20% of the parcel not eligible for a variance		Total Score->	0
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Group 3				
Application Number	Applicant Name	Date:	2/5/13 11:42 AM	
			Total Score->	0
Category	Divisions	Points Available	Percent of Application	Points Received

Expansion of acres on existing well	WF= 1.0			
	Expand 1 to 20 acres	100	0	0
	Expand 21 to 40 acres	80	0	0
	Expand 41 to 80 acres	60	0	0
	Expand 81 to 160 acres	40	0	0
	Expand > 160 acres	20	0	0
			Total ->	0

Expansion of acres on new well	WF= 0.75			
	Expand 1 to 34 acres	20	0	0
	Expand 35 to 110 acres	60	0	0
	Expand 111 to 160 acres	100	0	0
	Expand > 160 acres	20	0	0
			Total ->	0

Irrigation System	WF= 1.0			
	Surface water to ground water conversion	100	0	0
	Drip, subsurface	80	0	0
	Drip, surface, LEPA pivot	60	0	0
	Pivot, standard pressure, sprinkler head	40	0	0
	Gravity, Gun, Other	10	0	0
			Total ->	0

Land Class of field	WF= 1.0			
	Class 1	100	0	0
	Class 2	80	0	0
	Class 3	60	0	0
	Class 4	40	0	0
	Class 5	10	0	0
	Class 6-8/ not more than 20%	0	0	0
			Total ->	0

Stream Depletion Factor From DNR	WF= 1.25			
	10 to 20%	100	0	0
	21 to 30%	90	0	0
	31 to 40%	80	0	0
	41 to 50%	70	0	0
	51 to 60%	60	0	0
	61 to 70%	50	0	0
	71 to 80%	40	0	0
	81 to 90%	20	0	0
	>90%	10	0	0
			Total ->	0

Saturated Thickness	WF= 1.0	211 to 240 ft.	100	0	0
		181 to 210 ft.	90	0	0
		151 to 180 ft.	80	0	0
		121 to 150 ft.	70	0	0
		91 to 120 ft.	40	0	0
		61 to 90 ft.	20	0	0
		31 to 60 ft.	10	0	0
		0 to 30 ft.	0	0	0
		Total ->			

Specific Yield	WF= 1.0	18.1 to 22 %	100	0	0
		14.1 to 18 %	60	0	0
		10.1 to 14 %	30	0	0
		6.1 to 10 %	10	0	0
		2 to 6%	0	0	0
		Total ->			

Transmissivity	WF= 1.0	226 to 250	100	0	0
		201 to 225	90	0	0
		176 to 200	80	0	0
		151 to 175	70	0	0
		126 to 150	60	0	0
		101 to 125	50	0	0
		76 to 100	40	0	0
		51 to 75	30	0	0
		26 to 50	20	0	0
		6 to 25	10	0	0
		Total ->			

Total Score-> 0

Cover Crop Broadcast Interseeding Demo



Purpose: Demonstrate the effectiveness of broadcast interseeding cover crops before harvesting corn using a high clearance machine (around R5).

Eligibility: Land shall be located in the Wahoo Creek watershed, Shell Creek watershed, the eastern portion of Beaver Creek and Lincoln Creek watersheds, or priority areas in the Lower Platte South NRD. Fields must be currently planted to corn. Each participant may enroll up to 200 acres where cover crop seed costs are covered. Priority will be given to land with irrigation and in high-traffic areas.

How To Apply: An interested producer should contact their local NRD office (Upper Big Blue, Lower Platte North, or Lower Platte South) to determine land eligibility and prepare an application. Applications will be reviewed by NRD and University of Nebraska Extension staff. Application Deadline: July 15.



1. Contact your local NRD office for an application or visit <https://go.unl.edu/ccdemo>.
2. Submit application to NRD. You can either email the application to your local NRD or drop off the application in person.
3. Applicant may be the producer (either landowner or operator) with corresponding social security number or tax id number, but the application must have the signature of the landowner, or legal representative of the landowner.

Terms:

- There is no cost to the producer to participate in this project. The project will cover the cost of the cover crop seed, the machine, and the operator.
- The producer may select one of two cover crop options: 1) – Rye only (90#/ac) or 2) Mix: Rye/Hairy Vetch/Rapeseed.
- Current cash crop must be corn.
- After seeding, if there is not 0.25” of rain or more, then the producer will irrigate the cover crop, if the producer has irrigated ground.
- Termination is the responsibility of the producer.



LOWER PLATTE SOUTH
natural resources district



EXTENSION



Cover Crop Broadcast Interseeding Demo



Procedure:

- If your farm is selected, you will be contacted by Nebraska Extension and/or your local NRD to discuss the cover crop seeding. You will be given an approximate time frame for when your cover crops will be applied. You will be notified once a specific application date is selected. Cover crop will be broadcast seeded between August 1 and September 15.
- We will be looking for some farms to participate in informal field days. Field days will allow neighboring producers to watch the application process, inspect the machine, and inspect the seeding pattern.
- All farms participating in this project will have a demonstration sign installed at the farm.

Additional Assistance/Education: Nebraska Extension Educators will be available to producers to assist in learning about cover crop selection, termination, soil health, water quality and other agronomic aspects of the project.

Important Note! By participating in this project, a producer who has not participated in the NRCS EQIP Cover Crop Initiative, may become ineligible for future participation in the Cover Crop Initiative.

Nebraska Extension Contacts:

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NRD Contacts:

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Marie Krausnick
mebel@upperbigblue.org or Dan Leineger
dleininger@upperbigblue.org
Lower Platte North (402) 443-4675
Daryl Andersen dandersen@lpnnrd.org
or Ryan Chapman rchapman@lpnnrd.org
Lower Platte South NRD (402) 476-2729
Dick Ehrman dehrman@lpsnrd.org or
David Potter dpotter@lpsnrd.org



Additional Information at <https://go.unl.edu/ccdemo>

This project is supported by a Nebraska Department of Environment and Energy Nonpoint Source Pollution Program (Section 319) grant and implemented by the Nebraska Extension in partnership with the Upper Big Blue NRD, Lower Platte North NRD, and Lower Platte South NRD

Cover Crop Broadcast Interseeding Demo



Application Form

Producer's (applicant) Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____

Email: _____

Location of Cropland (Legal Description & County): _____

Number of Acres: _____ Is the land irrigated? Yes No

Have you ever received a payment from EQIP for Cover Crops? Yes No

If you have not participated in a Cover Crop incentive program through NRCS EQIP, your participation in this project may mean that you would not be eligible to participate in the Cover Crop Incentive Program in the future. We will evaluate this on a case-by-case basis with you.

Describe your herbicide program.

Pre: _____

Post: _____

Your herbicide program will be reviewed to ensure that there is no carryover which will negatively impact the cover crops.

Are you interested in hosting an informal field day? Yes No

Are you interested in making this an On Farm Research Network project? Yes No

If so, you will be contacted to discuss the details of how this happens.

Landowner Name (Printed): _____

Signature: _____ Date: _____

The undersigned (applicant) hereby applies to participate in the Cover Crop Broadcast Interseeding Demo.

Producer's Signature: _____ Date: _____



LOWER PLATTE SOUTH
natural resources district



LOWER PLATTE NORTH
Natural Resources District



**LOWER PLATTE RIVER COALITION
INTERLOCAL COOPERATION AGREEMENT #3**

This Lower Platte River Coalition Interlocal Cooperation Agreement #3 (“Agreement”) is entered into by and between the Nebraska Department of Natural Resources (“Department”); Lower Platte South Natural Resources District (“LPSNRD”); Lower Platte North Natural Resources District (“LPNNRD”); Pappio-Missouri River Natural Resources District (“PMRNRD”); Lower Loup Natural Resources District (“LLNRD”); Lower Elkhorn Natural Resources District (“LENRD”); Upper Elkhorn Natural Resources District (“UENRD”); and Upper Loup Natural Resources District (“ULNRD”) all of which are an agency or political subdivisions of the State of Nebraska, each sometimes hereinafter individually referred to as “Party” or collectively referred to as “Parties.” The natural resources districts are sometimes collectively referred to as “NRDs.”

WHEREAS, the Parties desire to work together, under the Interlocal Cooperation Act (“Act”), Neb. Rev. Stat. §§ 13-801 to 13-827, to make the most efficient use of their respective authorities and other powers by enabling them to cooperate with one another on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of each Party; and

WHEREAS, the Parties desire to form a joint agreement under Neb. Rev. Stat. § 13-807 authorized by the governing body of each Party to the agreement, and which shall set forth fully as provided in the Act the purposes, powers, rights, objectives, and responsibilities of the contracting parties; and

WHEREAS, the Department has certain statutory authorities and responsibilities pertaining to the surface water of the State, and also authorities and responsibilities granted under the Nebraska Ground Water Management and Protection Act (“GWMPA”), Neb. Rev. Stat. §§ 46-701 to 46-754 for integrated management of hydrologically connected ground water and surface water. In addition, the Department has authority to expend funds from the Water Resources Cash Fund to aid management actions taken to reduce consumptive uses of water or to enhance streamflows or ground water recharge in river basins, subbasins, or reaches which are deemed by the Department overappropriated or fully appropriated pursuant to the GWMPA or are the subject of an interstate compact or decree or a formal state contract or agreement; and

WHEREAS, the NRDs are organized pursuant to Neb. Rev. Stat. §§ 2- 201 et seq. and have certain statutory authorities and responsibilities, particularly pertaining to the ground water in their respective areas of the State, and also authorities and responsibilities granted by the GWMPA for integrated management of hydrologically connected ground water and surface water; and

WHEREAS, the Lower Platte River Basin (“Basin”) is geographically large and diverse in its geology, land use, ground and surface water supplies, and water uses. Each of the Parties are charged with responsibilities for planning and managing water resources within their respective boundaries, but much of the water and uses are interrelated throughout the entire Basin. The Parties desire to work together towards furthering the purposes of the Agreement.

WHEREAS, the Parties entered into the Lower Platte River Basin Coalition Interlocal Cooperative Agreement #1 on April 12, 2013 for the development of the Lower Platte River Basin Water Management Plan (“Plan”), and the Parties entered into the Lower Platte River Basin Coalition Interlocal Cooperative Agreement #2 on January 10, 2018 for adopting and implementing the first increment of the Plan; and

WHEREAS, the Parties have determined that the previous Interlocal Cooperative Agreement’s purposes and objectives have been completed and the previous Interlocal Agreement has terminated pursuant to its Partial or Complete Termination Provision; and

WHEREAS, the Parties desire to enter this Lower Platte River Basin Coalition Interlocal Cooperative Agreement #3 to administer, maintain, and implement the Plan and its Addendums, which are incorporated into this Agreement by this reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, it is agreed by and among the Parties hereto as follows:

1. PARTIES:

1.01 All Parties to this Agreement are public agencies within the meaning of Neb. Rev. Stat. §13-803(2).

2. AUTHORITY:

2.01 Neb. Rev. Stat. § 13-807 authorizes any two (2) or more public entities to enter into agreements with one another to perform any governmental service, activity, or undertaking, which at least one (1) of the public agencies entering into the agreement is authorized by law to perform.

2.02 The Parties enter into this Agreement pursuant to the authority conferred on each of them under the Act.

2.03 No part of this Agreement shall be interpreted as relieving the Department of any obligation or responsibility it may have to regulate water use or to compel compliance with any laws, regulations, interstate compacts or interstate agreements or as a delegation of its responsibilities and obligations to the Parties of this Agreement. No part of this Agreement shall be interpreted as relieving the NRDs of any obligation or responsibility it may have to regulate water use or to compel compliance with any laws, regulations, interstate compacts or interstate agreements or as a delegation of its responsibilities and obligations to the Parties of this Agreement.

3. COALITION

3.01 The Parties hereby retain the Lower Platte River Basin Water Management Plan

Coalition (“Coalition”). The Coalition shall be governed by the terms of this Agreement and the Plan and its Addendums. The Coalition shall carry out the purposes as set forth in Section 4 of this Agreement. The Coalition shall be responsible for the administrative, technical, and financial affairs of the Coalition. The Coalition shall not be considered a joint entity separate and distinct from the respective Parties to this Agreement, but rather a collaborative working arrangement of the Parties.

3.02 The Coalition shall have such powers, privileges, and authority as authorized by the Parties, and as necessary to achieve the purposes of the Coalition as set forth in this Agreement and the Plan and its Addendums. Such powers, privileges, and authority shall include but not be limited to the following:

3.02.1 Schedule and conduct meetings to transact business.

3.02.2 Hold public meetings and public hearings.

3.02.3 Enter into contracts and agreements with other public agencies and private sector vendors.

3.02.4 Assess, collect, and expend funds from Coalition members, grants, or other financial sources.

3.02.5 Undertake studies, investigations, or surveys and do research as may be necessary to carry out the Agreement’s purposes.

3.02.6 Take actions as set forth in the Plan and its Addendums.

3.02.7 Retain legal and other professional services.

4. PURPOSES

4.01 The purposes of this Agreement pursuant to Neb. Rev. Stat. § 13-804 (3)(c) are to form a Coalition to implement and maintain the Plan and its Addendums. The Plan and its Addendums implements water use policies and practices that contribute to the protection of existing surface water and groundwater uses, while allowing for future water development, as well as provides the flexibility for Parties to work cooperatively. These water use policies and practices will be incorporated into the individual NRDs Integrated Management Plans.

4.02 This Agreement shall provide the organizational and administrative structure and

enumeration of the powers, privileges, and authority of the Coalition and the financial cooperative effort necessary to carry out the purposes in Subsection 4.01 of this Agreement. The powers, privileges, and authorities of the Coalition shall not be used in a manner that is in violation of any of the Parties' public purposes.

5. MANNER OF FINANCING AND OF ESTABLISHING AND MAINTAINING A BUDGET

5.01 The manner of financing and expenditure accounting of the Coalition pursuant Neb. Rev. Stat. §13-804(3)(d) shall be as follows:

5.01.1 The Coalition shall have the authority to authorize applications for financial grants, to include use of Coalition funds and in-kind services for match. Such applications shall be made by the Lead Party on behalf of the Coalition.

5.01.2 No bonds will be issued and no taxes will be levied or collected jointly by the Parties. Individual Parties may contribute funds derived from tax levies or bonds, but these shall not be considered a tax levy or bond issuance by the Coalition.

5.02 The manner of establishing and maintaining a budget pursuant to Neb. Rev. Stat. §13-804(3)(d) shall be as follows:

5.02.1 Annually the Board shall establish and adopt a budget for the preparation and completion of the work undertaken by the Coalition. Following consultation with each Party regarding its ability to contribute toward such necessary funds, the Board shall determine the assessment.

6. ADMINISTRATION

6.01 Board

6.01.1 The Board shall be responsible for determining the overall direction of the efforts of the Coalition and shall set policies.

6.01.2 The Board shall be composed of the following: two (2) representatives from the Department, two (2) representatives from the LPSNRD, two (2) representatives from the LPNNRD, two (2) representatives from the PMRNRD, two (2) representatives from the LLNRD, two (2) representatives from the LENRD, two (2) representatives from the UENRD, and two (2) representatives from the ULNRD, for a total of sixteen (16) representatives on the Board. The NRD representatives may be members of their respective NRD Boards of Directors or staff appointed by the NRD Boards of Directors.

- 6.01.3 Each representative on the Board shall be entitled to one (1) vote.
- 6.01.4 Each representative shall be appointed to the Board by written designation, including any alternate and such designation shall be provided to the Board Chair and the Coordinator prior to or at the specific Board meeting.
- 6.01.5 All decisions shall be made by consensus, unless otherwise specifically provided for in this Agreement.
- 6.01.6 A quorum, which shall be one Board representative from each Party, shall be required to transact any official discussions or business.
- 6.01.7 Meetings shall follow the requirements of the Open Meetings Act.
- 6.01.8 Meetings of the Board shall be held annually, or at the call of the Board Chair.
- 6.01.9 The representatives of the Board shall select from among the members a “Board Chair” and “Board Vice-Chair.” The Board Chair and Board Vice-Chair will hold office for a term of up to five (5) years. Upon the occurrence of a vacancy in either office, it shall be filled at the next regularly scheduled meeting. The Board Chair shall preside at all Board meetings and shall develop agendas for each meeting. The Board Vice-Chair shall, in the absence of the Board Chair, perform the duties of the Board Chair.
- 6.01.10 The Coordinator shall be responsible for preparing and maintaining Board meeting minutes and other records.

6.02 Management Committee

- 6.02.1 The Management Committee shall be responsible for the administrative, technical, and financial affairs of the Coalition, and other powers, duties, and authorities as delegated to it by the Board. The Management Committee shall be composed of the General Manager or his/her designee from each of the NRDs and one (1) member from the Department. Nothing shall preclude a representative on the Management Committee from also serving as a designated-staff representative on the Board.
- 6.02.2 Each representative on the Management Committee shall be entitled to one (1) vote.
- 6.02.3 All decisions shall be made by consensus.

- 6.02.4 A quorum, which shall be one-half the total of Management Committee members plus one, shall be required to transact any official discussions or business.
- 6.02.5 Meetings shall follow the requirements of the Open Meetings Act.
- 6.02.6 Meetings of the Management Committee shall be held at least annually, or at the call of the Management Committee Chair.
- 6.02.7 The representatives of the Management Committee shall select from among the Committee a "Management Committee Chair" and "Management Committee Vice-Chair." Upon the occurrence of a vacancy in either office, it shall be filled at the next regularly scheduled meeting. The Management Committee Chair shall preside at all Management Committee meetings and shall develop agendas for each meeting. The Management Committee Vice-Chair shall, in the absence of the Management Committee Chair, perform the duties of the Management Committee Chair.
- 6.02.8 The Coordinator shall be responsible for preparing and maintaining minutes and other records.
- 6.02.9 The Management Committee shall offer input on the selection of a candidate for the Coordinator position and shall provide the general direction for the Coordinator.
- 6.02.10 The Management Committee shall also retain professional and legal services, if needed, and shall provide coordination with counsel.

6.03 Technical Committee

- 6.03.1 The Technical Committee shall be responsible for review and consideration of technical and/or scientific matters pertinent to the Coalition and shall provide information and recommendations regarding such matters to the Management Committee. The Technical Committee shall be composed of representatives from the NRDs and the Department as appointed by the Management Committee and may include representatives from other local, state, and federal agencies as members or advisors, as determined appropriate.
- 6.03.2 The Technical Committee shall develop recommendations to the Management Committee.
- 6.03.3 The Technical Committee shall meet as needed.

6.03.4 Meetings of the Technical Committee may be chaired by the Coordinator; or a chairperson may be designated by the Technical Committee

6.04 Coordinator

6.04.1 Under a separate agreement, an NRD/Department liaison located in the office of the Nebraska Association of Resources Districts will assist in providing coordination services to the Coalition (“Coordinator”).

6.04.2 The Coordinator shall work under the general guidance from the Management Committee and the direct supervision of the Nebraska Association of Resources Districts and the Department.

6.04.3 As a portion of their duties, the Coordinator will provide the day-to-day administration for the Coalition, including information dissemination to members and the public, scheduling and organization of meetings, record-keeping, coordination of study participants including consultants and legal counsel, and financial accounting.

6.05 Lead Party

6.05.1 The LLNRD shall serve as a Lead Party for the Coalition as required under Neb. Rev. Stat. § 13-804(4)(a).

6.05.2 As Lead Party, its responsibilities include serving as the financial administrator. The duties of financial administrator for the Coalition include:

6.05.2.1 Collecting and holding the contributions from Parties and other revenues, and making disbursements for expenses related to Coalition activities.

6.05.2.2 Grant applicant and administrator.

6.05.2.3 Contracting Party on behalf of the Coalition.

6.06 Any Party may withdraw from this Agreement and from representation on the Coalition upon written notification to the Chair of the Coalition Board. Such withdrawal shall be effective upon receipt of the written notification. There will be no financial reimbursement of remitted funds unless specifically authorized by the Board.

6.07 New members can be added to the Coalition with a vote of the Board. Eligible entities shall be limited to political subdivisions charged with responsibilities for planning, managing, and/or supplying water resources for public water systems in the Basin.

7. PROPERTY

7.01 The manner of acquiring, holding, and disposing of real and personal property pursuant to Neb. Rev. Stat. § 13-804 (4)(b) is as follows.

7.01.1 In the event it becomes necessary for the Coalition to purchase any property, either real or personal, the Board will vote to determine how the property will be acquired, held, and disposed of.

8. DURATION

8.01 The duration of this Agreement shall be for a period starting from the execution date of this Agreement by the last Party, and ending upon completion of this Agreement's purposes and objectives, unless terminated in accordance with Paragraph 10 of this Agreement.

9. PREVIOUS INTERLOCAL AGREEMENT

9.01 The Parties previously entered into the Interlocal Cooperation Agreement #2 for the Lower Platte River Basin Water Management Plan on January 10, 2018. Through execution and acceptance of this Agreement, the Parties acknowledge that the previous Interlocal Cooperation Agreement has terminated as a result of the completion of its purposes and objectives and this Agreement is a new and separate agreement among the Parties.

10. TERMINATION

10.01 The permissible method or methods to be employed in accomplishing the complete or partial termination of this Agreement under Neb. Rev. Stat. §13-804(3)(e) shall be as follows.

10.01.1 This Agreement and the Coalition created hereby shall be terminated upon the earlier of the completion of its purposes and objectives described herein or upon the vote of two-thirds of the then constituted Board for the complete or partial termination of the Coalition and this Agreement. Upon action to terminate the Coalition, all outstanding debts and obligations of the Coalition shall be paid and all unused funds and appropriations shall be returned to the remaining Parties in such proportions as represented by the pro rata share paid by each Party.

11. MISCELLANEOUS PROVISIONS

11.01 All of the Parties' books, records, and documents relating to work performed or monies received or spent under this Agreement shall be subject to audit at any reasonable time after reasonable notice by the NRDs, Department, and the State

Auditor or as required by any grant agreements, donations, or other source of funds. The Coordinator shall maintain all of such records throughout the existence of this Agreement and for a period of ten (10) full years from the date of termination of the Agreement, or until all issues related to an audit, litigation, or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles and record retention as required by the Secretary of State, Records Management Division.

- 11.02 Any governing body as defined in Neb. Rev. Stat. § 13-503 which is a Party to this Agreement shall provide information to the Auditor of Public Accounts regarding this Agreement as required in Neb. Rev. Stat. § 13-513.
- 11.03 No Party may assign its contractual rights or obligations under this Agreement without the prior written consent of the Board.
- 11.04 Each Party shall have taken, prior to the execution of this Agreement by such Party, appropriate action by ordinance, resolution, or otherwise pursuant to the law of the governing body of such Party so that this Agreement may enter into force consistent with the provisions of Neb. Rev. Stat. § 13-804(2).
- 11.05 For all matters other than membership, this Agreement may be amended or modified upon the approval of written modifications by all current Parties hereto in writing, signed by and duly adopted and approved by each of the current Parties hereto.
- 11.06 This Agreement contains the entire agreement of the Parties. All prior and contemporaneous negotiations, discussions, memorandums of understanding and other writings are merged and incorporated herein, it being the intention of the Parties that this Agreement is a final and full expression of their agreement. No representations were made or relied upon by any Party other than those expressly set forth herein.
- 11.07 This Agreement is governed by the laws of the State of Nebraska.
- 11.08 This Agreement becomes effective upon execution by all Parties.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates shown below their respective signatures:

NEBRASKA DEPARTMENT OF NATURAL RESOURCES

BY: _____

DATE: _____

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

PAPPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

LOWER LOUP NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

LOWER ELKHORN NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

UPPER ELKHORN NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

UPPER LOUP NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

SUMMARY

Lower Platte River Basin Wide Plan Coalition Annual Board Meeting - April 19, 2022 10:00 am Offices of NARD- 8100 South 15th Street, Suite B, Lincoln, NE

Voting Members Participating: C. Higgins (ULNRD), A. Baum (ULNRD), R. Callan (LLNRD), J. Adams (LLNRD), D. Schueth (UENRD), G. Kelly (UENRD), G. Loftis (LENRD), D. Schultz (LENRD), B. Hilger (LPNNRD), D. Saalfeld (LPNNRD), G. Hellerich (LPSNRD), D. Jacobson (LPSNRD), J. Winkler (PMRNRD), R. Tesar (PMRNRD), J. Bradley (NeDNR), T. Riley (NeDNR)

Others: J. VanDerslice (UENRD), T. Naprstek (LLNRD), M. Sousek (LENRD), P. Zillig (LPSNRD), D. Andersen (LPNNRD), P. Woodward (PMRNRD), D. Wilcox (NARD), R. Kelly (NeDNR), C. Kingsley (NeDNR), M. Hoffer (NeDNR), J. Schellpeper (NeDNR), J. Engel (HDR)

I. Introductions – Chair Hilger (LPNNRD) called the meeting to order at 10:00 a.m. Roll call was taken, and a quorum was present. It was noted that publication of meeting notice was provided in the Lincoln Journal Star. A copy of the open meetings act was available.

II. A copy of the minutes from the 2021 annual meeting were presented.

J. Winkler (PMRNRD) moved to approve the minutes of the 2021 Annual meeting as presented, the motion was seconded by C. Higgins (ULNRD) – Following a voice vote the motion carried all in favor.

III. D. Wilcox (NARD) reviewed current financials with YTD revenue of \$80K and YTD expenses of \$148,876.79. The current FY21-22 budget was reviewed, and budgeted expenses were contrasted with current expenses through April. It was noted that invoices for contract work budgeted for FY20-21 carried over into the current FY – so the beginning cash balance exceeded the budgeted amount by \$103,722.61, subsequently actual expenses will exceed budgeted in the current FY by an amount equal to the excess beginning balance.

It was reported that the current cash balance is \$207,112. It was noted that budgeted remaining expenses total \$84,445 – which would yield a projected FY end balance matching the budgeted amount of \$122,667.

C. Higgins (ULNRD) moved to accept the financials as presented, the motion was seconded by G. Hellerich (LPSNRD). The motion carried all in favor.

IV. T. Naprstek (LLNRD), Technical Committee Chair, discussed that each members annual report was submitted on time using the process outlined by the plan. He thanked all districts and committee members for their efforts. It was noted that the plans can be viewed in their entirety on the Coalitions website:
<https://lprbc.nebraska.gov/>.

T. Naprstek summarized the total annual depletions table that was distributed. It was discussed that following the end of the 1st increment, all members remained well below their allowable depletion levels. New peak season depletions totaled 5,380 acre-feet across the basin during the 1st increment, with 13,427 acre-feet, or

71% of total 1st increment depletions remaining basin wide. It was noted that consumptive use is still being compiled, but it doesn't impact the plan as it is just tracked and used for modeling purposes. D. Saalfeld (LPNNRD) raised the question about the impact of drought on consumptive use and net irrigation requirements – it was discussed that the NIR uses an average and that the analysis used a 25-year period that incorporates impact of drought periods.

T.Naprstek discussed that HDR is working to transition the online database for depletions tracking over to NeDNR. It was discussed that the technical committee has been involved, but the database has not been accessible and it is unknown how seamless the transfer may go. NeDNR noted they'll be meeting with HDR and they will continue to update the committee on progress.

T. Naprstek noted the committee will be working to discuss and inventory local drought planning efforts across the basin in accordance with the proposed new 2nd increment plan objective.

T. Naprstek distributed a chart outlining the timeline for incorporating AEM data and updating models in advance of the next 2nd increment analysis tentatively planned in 5-years. J. Schellpeper (NeDNR) noted the table outlines the processes that are required to ensure all data is ready to be used and that new models are developed and calibrated. She expressed that it's going to take pushing pretty hard if we want to use all the AEM data and the new models for the next analysis in 5-years.

UENRD representatives raised the question of how local boards are balancing the excess allowable depletions with managing for lower precipitation patterns. There was general round table discussion about how local boards have viewed the allowable depletions and how each is working to continually weigh the plans allowable depletions against other management considerations that each board must locally consider. Several districts provided examples of impacts they're managing for beyond the scope of the plans allowable depletions, which only account for streamflow impacts, including water quality and well interference among others. It was also discussed that the plan is drafted such that any unused allowable new depletions are not forfeited if unused and are carried over into the next increment.

- V. D. Wilcox distributed copies of the proposed 2nd increment plan addendum. It was discussed that this addendum is a culmination of the work directed by the board and carried out by the committees and consultants over the last 2-years to complete the 1st increment analysis. It was discussed that the addendum contains the depletions tables and analysis overview information that was presented by HDR to each of the local boards during Dec. – Jan. J. Engel (HDR) walked through the addendum and outlined the three primary elements/additions including:

Evaluation of Basin supplies and uses, and annual average peak season excess flow, using the 1996-2020 period of record.

Development of allowable new depletions by NRD for the second increment, including first increment carryover.

Added one objective and four action items to the Plan Goals, Objectives, and Action Items to address drought effects in the Basin.

Following presentation of the addendum, B. Hilger raised the question of what is currently being planned by each district for drought. A. Baum noted ULNRD is finalizing a plan for drought that focuses on education. B. Hilger noted that they've worked to address interference complaints during drought. G. Hellerich noted that in LPSNRD, portions of the district operate with water restrictions due to declines and well interference during drought – he spoke to the need to have a definite standard addressing the issue of interference. Hilger noted it's the local districts responsibility to educate people about where good water is and at what depths. M. Sousek noted there are questions surrounding who bears the cost of dropping wells, he also noted there are instances during drought when wells are at bedrock, and you can't go deeper.

Following further discussion about local drought response actions, the technical committee action items were outlined under the plan addendum and the committee will work to inventory what local management actions exist and to work to evaluate potential impacts of new depletions during drought conditions.

A motion to approve the 2nd increment Plan Addendum as presented was made by J. Winkler (PMRNRD), the motion was seconded by C. Higgins (ULNRD). The motion carried all in favor.

- VI. D. Wilcox distributed a draft interlocal agreement. It was discussed that the current interlocal expires with the expiration of the 1st increment. It was noted that while the format has been significantly altered, the language of the interlocal is similar to prior agreements and the draft maintains the same organization and framework for the coalition. It was discussed that in addition to formatting, the primary modification was to change the purpose from adopt and maintain the 1st increment of the plan – to *form a Coalition to implement and maintain the Plan and its Addendums.*

R. Callan (LLNRD) noted that a draft was reviewed and approved by the management committee. That draft was reviewed and modified by legal counsel at both NeDNR and by Blankenau and that version is what is before the Coalition board. It was noted that if approved by the Coalition Board, the interlocal agreement would then be sent to each member for final consideration and signature.

A motion was made by J. Adams (LLNRD) to accept and distribute the interlocal agreement as presented, the motion was seconded by J. Winkler (PMRNRD). The motion carried all in favor.

- VII. D. Wilcox (NARD) outlined the FY 22-23 budget that was approved by the Management Committee to propose to the Board for final approval. The beginning cash balance is budgeted at \$122,667.05. The presented budget included \$10K dues from each of the 8-members for \$80K in revenue. Budgeted expenses include \$100 for meeting notices and \$100K for Plan Implementation work. It was discussed that there are no current contracts in place, but the technical committee will be working on implementation of the plan objectives which may require consultant services, it was also noted the committee has not seen the database and following transfer to

NeDNR there may be additional work required. The budgeted FY23 yearend cash balance is \$102,600.

A motion was made by G. Kelley (UENRD) to approve the FY23 budget as presented, the motion was seconded by C. Higgins (ULNRD). The motion carried all in favor.

- VIII. T. Riley gave an overview of several new tasks NeDNR will be carrying out over the next year. It was discussed that NeDNR will be managing a \$50M infrastructure bill for small irrigation districts. The department will also be administering \$23M for Gering Fort Laramie Canal repairs and working to administer provisions of the STAR WARS legislation. In addition, the Department will be administering the healthy soils initiative.

T. Riley further noted that the legislation to proceed with the Perkins County Canal Project has been passed and signed by the Governor. J. Bradley (NeDNR), discussed the South Platte Compact and outlined the impacts the Canal project, or lack of a project, would have on the Lower Platte. It was discussed that Colorado is currently building, permitting, and planning for projects to make sure no “excess” water leaves their state. Without the canal, Nebraska cannot limit Colorado’s use of water in the South Platte River between October 15th and April 1st. They would be able to make the Stateline flows go to zero during this timeframe.

It was noted that the Lower Platte Basin Coalition Plan currently manages new water development to no more than 100 cfs of new depletion during the summer. Today, Colorado is diverting about 100 cfs of water that could be coming into our state today if this project were constructed.

It was noted that the Compact cannot simply be renegotiated as Colorado has no incentive to provide Nebraska water that is worth 10 to 20 times more in Colorado.

Flows from the South Platte River contribute about 7% of the overall water supply to the Lower Platte Basin, including to Lincoln and Omaha’s Platte River well fields. These South Platte flows also support many other agricultural, industrial and municipal uses all across the state.

The state’s investment in the project would preserve and protect over \$1B dollars of Nebraska’s economy over the next 50-years and those benefits would go on into perpetuity.

- IX. R. Kelly (NeDNR) presented on the drought dashboard developed by NeDNR and in partnership with the Lower Platte Drought Consortium. Kelly walked through the data the dashboard utilizes and how it can be utilized to portray drought risks and impacts, including to streamflow. It was noted the resources can be used to create dashboards for other metrics and purposes.
- X. With no other business and no members of the public wishing to speak, Chair Hilger noted the next Annual Meeting would be scheduled in April at the call of the chair and adjourned the meeting at 11:35 a.m.

CHEMIGATION - June 2022

TOTAL CHEMIGATION APPLICATIONS IN 2021 (710)

NEW CHEMIGATION APPLICATIONS - 34

(8) Boone (5) Butler (3) Colfax (2) Dodge (0) Madison (8) Platte (8) Saunders

RENEWALS: 676

BOONE COUNTY - 49
BUTLER COUNTY - 94
COLFAX COUNTY - 70
DODGE COUNTY - 122
MADISON COUNTY - 7
PLATTE COUNTY - 103
SAUNDERS COUNTY - 231

RENEWAL INSPECTIONS: 124

(14) Boone (9) Butler (10) Colfax (16) Dodge (1) Madison (11) Platte (63) Saunders

NEW INSPECTIONS: 28

(9) Boone (3) Butler (2) Colfax (1) Dodge (0) Madison (8) Platte (5) Saunders

NEW CANCELLATIONS: 6

(0) Boone (0) Butler (6) Colfax (0) Dodge (0) Madison (0) Platte (0) Saunders

EMERGENCY: 0





















