



LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: April 9, 2025
To: Water Resources Subcommittee
From: Drew Ratkovec, Projects Coordinator *DR*
Subject: Water Resources Subcommittee Meeting Minutes – April 2025

The Water Resources Subcommittee met on April 8, 2025, at the NRD office, at 5:30 pm to take action on 2 items. Subcommittee members who participated included Don Jacobson- committee chair, Deborah Eagan, Gary Hellerich, Luke Petersen, and Larry Ruth. Others participating included Board Chair Bob Andersen, NRD Staff Dick Ehrman, Steve Herdzina, Maclane Scott, and Drew Ratkovec. Greg Bouc, a representative from the Village of Davey, was also in attendance. Director Jacobson called the meeting to order at 5:30 pm. A quorum was present for the meeting.

A. Consideration of the Village of Davey Advanced Well Decommissioning [ACTION]–

Maclane Scott, Water Resources Technician, provided background information on the Village of Davey's request for financial assistance with the advanced decommissioning of a water well in their current municipal well field. The well is located within the Davey Community Water System Protection Area. A typical traditional decommissioning well is around \$2,500 and 100% cost share from the district. Davey received an estimate from AWS Well Company for \$13,430 to complete the advanced well decommissioning. In the past, the District has cost-shared on advanced decommissioning by providing the standard well decommissioning amount of \$2,500 with an additional 50% cost-share on the extra cost for advanced well decommissioning. Greg Bouc, water operator and representative for the village of Davey, explained the uniqueness of this area due to the upper and lower formations and the need to seal more than just the conduit because of angular leaching from the surrounding areas. The advanced decommissioning allows specialized cementing techniques to enhance the sealing process. This process has been successfully used by other communities within the state. Questions followed about the process and other potential funding methods from the state.

Cost Breakdown:

$$\begin{aligned} \$13,430 - \$2,500 &= \$10,930 \\ \$10,930 / 2 \text{ (or 50\%)} &= \$5,465 \\ \$5,465 + \$2,500 &= \mathbf{\$7,965} \end{aligned}$$

- Work Type: Advanced Well Decommissioning
- Budget: Included in FY 25 Budget
- Funding: NRD
- Cost Share: \$7,965.00
- Start: Upon Board Approval (April 2025)
- Completion: December 2025
- Delays: N/A
- Payers, players, & Partners: NRD, Davey, AWS

It was moved by Eagan, seconded by Ruth, and approved (5-0) by the Water Resources Subcommittee to recommend that the Board of Directors authorize the Village of Davey to be reimbursed for 100% of the cost of a standard well decommissioning, and in addition reimburse the Village for 50% of the difference in cost between a standard well decommissioning and an advanced well decommissioning, not to exceed \$7,965.00.

B. Consideration of Supplement NO. 6 to Agreement for the Janssen Road Structure [ACTION]–

Drew Ratkovec presented background information on the Janssen Road Structure located in Seward County south of Garland. In the 2025 annual inspection, it was found to have a separated pipe structure. NRD staff met with Seward County officials and discussed a plan moving forward. Staff from both agencies agree this pipe needs to be fixed and will take the necessary steps to do that. The first step was to put in place an agreement between the NRD and Seward County. The Supplement NO. 6 Agreement is pursuant to the original 1990 agreement between Seward County and the District for the purpose of identifying multi-purpose dams that require major maintenance or repair. Both parties will mutually agree upon the maintenance or repair and shall share the cost with the District being responsible for 75% and Seward County being responsible for 25% of the costs. These will be all costs associated with the design, permitting, and construction phases of the project. Seward County has recently approved the agreement. Questions were raised about fill material and the process of repairing the road structure.

- Work Type: Agreement for major maintenance on a road structure
- Funding: NRD/Seward County
- Start: Upon Board Approval/April 2025
- Completion: July 2026
- Payers, Players, & Partners: NRD, Seward County
- Legal Counsel Review: Yes

It was moved by Peterson, seconded by Eagan, and approved (4 yes, Jacobson abstaining) by the Water Resources Subcommittee to recommend that the Board of Directors approve the General Manager to sign Supplement NO. 6 to Agreement for the Janssen Road Structure.

Updates:

- Groundwater staff provided an update on the coffee shop meetings that were held by the district at Hallam, Weeping Water, Ashland/Greenwood, and Valparaiso. Directors expressed their enjoyment with the public at these meetings. The main topic and questions involved water levels, nitrate levels, and the groundwater management plan. The update ended with further discussion on future meetings and what to potentially expand on.
- The Water Resources Subcommittee LRIP/Budget meeting is scheduled for **Wednesday, May 7th at 6:00 pm.** Currently, no regular monthly subcommittee meeting is scheduled for May, but that could change in the following weeks. Another invite will be sent out if one needs to be scheduled.

Meeting adjourned at 6:12

Enclosures:

Cc: Bob Andersen

Corey Wasserburger

MEMO

TO: Water Resources Subcommittee

RE: Davey Well Decommissioning

FROM: Maclane Scott, Water Resources Technician

Date: April 1, 2025

- Davey has requested financial assistance with the decommissioning of a water well in their current municipal well field. The well is located within the Davey Community Water System Protection Area. The typical well decommissioning cost share is 100% of the cost.
- Davey has chosen to have AWS Well Company perform an “advanced well decommissioning” with the intention of decreasing the chance of nitrates leaching into their newer municipal wells. This method of decommissioning comes with a higher cost as it involves pressure grouting the annular space of the well below ground and requires specialized equipment.
- Davey requested assistance in 2022 for an advanced decommissioning of a previous production well. Both the previously decommissioned well and the currently proposed one were drilled in 1968, and the belief is that neither well was correctly grouted upon construction. This incorrect grouting is theorized to be the culprit behind the nitrate issues the current active production well is having.
- A traditional decommissioning would be around \$2500 and an advanced decommissioning will cost \$13,430.
- Davey is currently in a Phase II management area due to high nitrates.

STAFF RECOMMENDED MOTION: The Water Resources Subcommittee recommends that the Board of Directors authorize the Village of Davey to be reimbursed for 100% of the cost of a standard well decommissioning, and in addition reimburse the Village for 50% of the difference in cost between a standard decommissioning and an “advanced well decommissioning.”



ESTIMATE	#2199
EXPIRATION DATE	May 1, 2025
TOTAL	\$13,430.00

Village of Davey
PO Box 1
Davey, NE 68336

CONTACT US
PO Box 246
Mead, NE 68041

☎ (402) 432-5712
✉ villageofdavey@windstream.net

☎ (402) 624-3895
✉ info@awswell.com

ESTIMATE

Services	qty	unit price	amount
Enhanced Decommissionin of Existing 6" well north of pump house	1.0	\$0.00	\$0.00
Records Research & Site Evaluation	1.0	\$385.00	\$385.00
Basic Service - Pull Pump & Labor	1.0	\$795.00	\$795.00
Down the hole video inspection of well	1.0	\$1,200.00	\$1,200.00
Down the hole perforation of well casing every 90 degrees	1.0	\$3,500.00	\$3,500.00
Reporting	1.0	\$850.00	\$850.00
Materials	qty	unit price	amount
Down the hole video inspection of perforations	1.0	\$700.00	\$700.00
Pressure grout annular space around casing	1.0	\$6,000.00	\$6,000.00
			Materials subtotal: \$6,700.00

Subtotal	\$13,430.00
Tax (None 0%)	\$0.00
Total	\$13,430.00

Thank you for your business. Please remit payment to: AWS Well Co, PO BOX 246, Mead, NE 68041. Payment is due within 30 days of the date of the invoice. Please be aware that unpaid balances accrue interest at the rate of 1.5% per month.

AWS Well Co

<https://www.awswell.com/>

**Supplement NO. 6 to Agreement
(Janssen Road Structure)**

The Supplement made and entered into this 1st day of April 2025, by and between the Board of Commissioners of Seward County, hereinafter referred to as the "Board" and the Lower Platte South Natural Resources District, hereinafter referred to as the "District".

Recitals

- A. This Supplement is entered into pursuant to paragraph 9 of an Agreement previously entered into between the parties dated December 18, 1990, for the purpose of identifying certain multi-purpose dams that are in need of major maintenance or repair, time tables for completion of necessary major maintenance or repair on such multi-purpose dams, and other items identified herein.
- B. The Janssen Road Structure, which is a multi-purpose dam located on Waverly Road between 168th and 182nd Road, is in need of major maintenance or repair.

NOW, THEREFORE, it is agreed by the parties hereto proceed with the major maintenance or repair of the multi-purpose dam known as Janssen Road Structure identified as follows:

- 1. Location of Janssen Road Structure: the east-west Waverly Road in Section 10, Township 11 North, Range 4 East.
- 2. Timetable for construction and completion of the structure. The structure design and permitting in FY25/26, and construction in FY26.
- 3. The District and the Board shall mutually agree upon the maintenance or repair to be performed on the Janssen Road Structure and shall share the cost of such maintenance or repair with the District being responsible for 75% and the Board being responsible for 25% of the cost thereof.
- 4. The Board shall incrementally reimburse the District for its 25% share of the project costs no later than the completion of each phase of the project, which shall include at minimum the following phases: the design phase, the permitting phase, and the construction phase.

Executed by the parties the day and year first above written.

Seward County Board of Commissioners


Chairperson

Lower Platte South Natural Resources District

General Manager

AGREEMENT

This Agreement made and entered into this 18th day of December, 1990, by and between the Board of Commissioners of Seward County, Nebraska, hereinafter referred to as the "Board", and Lower Platte South Natural Resources District, hereinafter referred to as the "District".

WITNESSETH:

RECITALS

A. The Board has general supervision and control of public roads in Seward County, and the power and authority of establishment, improvement, maintenance and abandonment of such public roads.

B. The Board has the responsibility to provide for the natural flow of surface water under or through the public roads in Seward County, and as such may install culverts or bridges to carry surface water under or through such public roads.

C. The District has responsibility for drainage and flood control of certain channels, creeks or streams which cross public roads in Seward County.

D. The Board and the District wish to work together to make the most efficient use of their powers by cooperating on a basis of mutual advantage under the auspices of the Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801 to 13-807 (1987), in order to design and construct structures which will also serve as dams (multi-purpose dams) to replace the use of culverts and bridges that would otherwise be used by the Board on public roads, and which will provide flood control benefits for a particular area. The terms and conditions under which the parties will cooperate are as follows.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Board and the District will jointly review the road improvements which have been designated in the one and six year Road Improvement Plan adopted by the Board together with such other sites as may be identified by the District and others. After such review has been made, the parties will agree on specific road structures which are suitable for multi-purpose dams, the priority between the identified structures, and suitable time tables for completion of construction.

2. When the parties have identified specific road structures that are suitable as multi-purpose dams, the parties will, from

time-to-time, enter into supplements to this Agreement in substantially the form which is attached hereto as Exhibit "A", and incorporated herein by this reference.

3. After the specific location of the multi-purpose dam structures have been identified, the Board will notify the owners and/or operators of the lands which will be affected by the construction of the multi-purpose dams.

4. The District will have the responsibility for obtaining the necessary surveys, investigations, engineering, plans and specifications, and permits for the construction and completion of the multi-purpose dams identified in the supplements to Agreement.

5. The District will have the responsibility for obtaining the necessary rights-of-way for construction and completion of the multi-purpose dams. Any rights-of-way which will be acquired by the District will be held in the name of the District. If condemnation is necessary to acquire rights-of-way, the Board shall be consulted, and agree to either join the District in such condemnation proceedings, or authorize the District to proceed on behalf of the Board.

6. The District will have the responsibility for obtaining the necessary contracts for the construction and completion of the multi-purpose dams, including if necessary, the public letting of construction contracts. The District will also have the responsibility for supervising the construction and insuring completion thereof.

7. The parties agree that the District will have the overall responsibility for the construction and completion of the multi-purpose dams, and the Board agrees that the District may do whatever is reasonably required for the construction and completion thereof.

8. The Board agrees to participate in pre-construction conferences on the multi-purpose dams and will coordinate any road closings, detours, barricades or signing with the District and the contractors selected to construct and complete such dams. The Board also agrees to furnish and install road surfacing materials at the appropriate time.

9. After completion of the multi-purpose dams, the District will have the responsibility for the inspection and routine maintenance, except the Board will be responsible for the roadway surface on top of the multi-purpose dams. If major maintenance or repair is needed, the parties will mutually agree upon such repair or maintenance, and share the cost of such maintenance or repair according to the percentages identified in the paragraph below.

10. The total cost for constructing and completing the multi-purpose dams, including but not limited to site preparation, demolition, engineering, rights-of-way, permits and construction costs shall be shared between the parties, the District paying 75 percent and the Board 25 percent.

11. The parties agree that the District will have the responsibility for the payment of all costs incurred as a result of the construction and completion of the multi-purpose dams, except for any costs which the Board has paid. The District agrees to prepare an itemized statement including all costs which have been incurred as a result of the construction and completion of the multi-purpose dams, including any costs paid by the Board, and the Board agrees to pay 25 percent of the total costs within 30 days after the receipt of the statement.

12. This Agreement shall remain in effect until 30 calendar days after either party notifies the other in writing that such party wishes to terminate the Agreement. The Agreement will then be terminated 30 calendar days after the receipt of such written notice.

13. This Agreement may from time-to-time be modified by mutual agreement of the parties, and shall be supplemented from time-to-time with the identity of specific projects, time tables for completions, and other items which may be agreed to on the form attached hereto as Exhibit "A".

Executed by the parties the day and year first above written.

SEWARD COUNTY BOARD OF COMMISSIONERS,

By Carol S. Seck
Chairman

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT

BY J. Jaramera
Chairman

SUPPLEMENT NO. 1 TO AGREEMENT

This Supplement made and entered into this 18th day of December, 19 90, by and between the Board of Commissioners of Seward County, hereinafter referred to as the "Board", and Lower Platte South Natural Resources District, hereinafter referred to as the "District".

Recitals

A. This Supplement is entered into pursuant to paragraph 2 of an Agreement previously entered into between the parties dated December 18, 1990, for the purpose of identifying certain multi-purpose dams, time tables for completion of the project and other items identified herein.

NOW, THEREFORE, it is agreed by the parties hereto to proceed with the construction and completion of multi-purpose dam structures identified as follows:

1. Location of multi-purpose dam structure;

The north-south road along the west side of the SW1/4 of Section 14, T12N, R4E.

2. Time table for construction and completion of the structure.

Structure design and right-of-way in FY'91 and construction in FY'92.

3. Other matters agreed to:

Executed by the parties the day and year first above written.

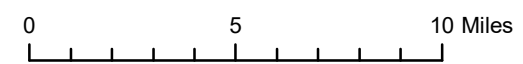
SEWARD COUNTY BOARD OF COMMISSIONERS,

By Carol L. Bask
Chairman

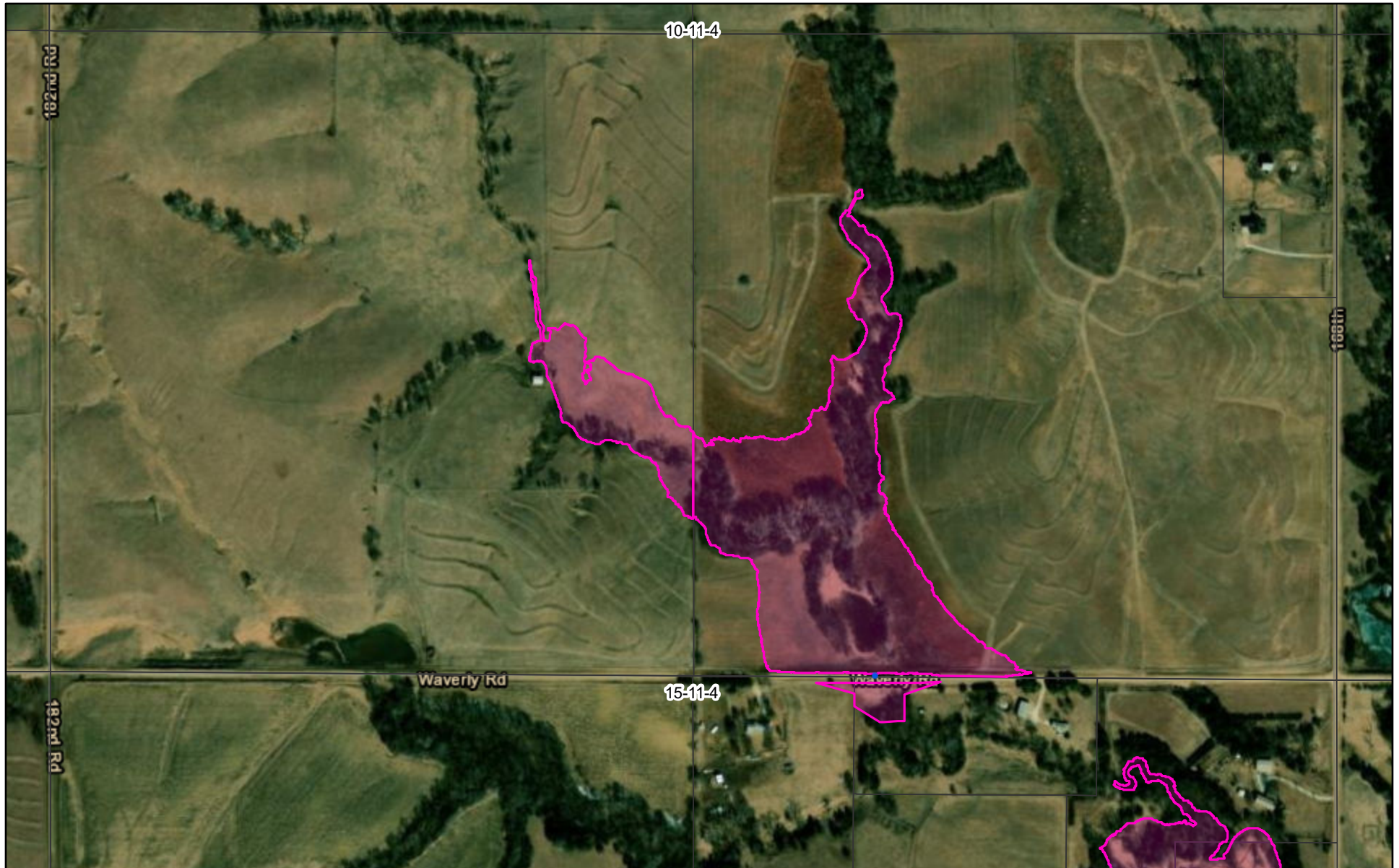
LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT

By J. J. J. J. J.
Chairman

Approved as to form:
Randy B. Stoll
Seward County Attorney 2

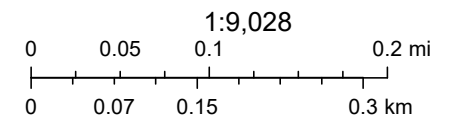


Janssen Road Structure Aerial



4/3/2025, 10:33:54 AM

- LPSNRD Dams
- Land Rights NRD
- Easement
- Parcels
- Sections (PLSS)
- Counties (Ipsnrd)



Esri, HERE, IPC, Maxar

Web AppBuilder for ArcGIS

The original data was clipped from the Nebraska Section Corner Boundaries shapefile downloaded from the Nebraska Department of Natural Resources. | gWorks, Cass County GIS, Lancaster County Assessor/Register of Deeds Office | Digitized Deeds and