



**LOWER PLATTE SOUTH**  
natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581  
P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

## Memorandum

**Date:** March 10, 2026  
**To:** Water Resources Subcommittee  
**From:** Drew Bullett, Projects Coordinator   
**Subject:** Water Resources Subcommittee Meeting Minutes – March 2026

The Water Resources Subcommittee met on March 5, 2026, at the NRD office, at 5:30 pm. Subcommittee members present included Directors Jacobson - committee chair, Baker, Eagan, Hellerich, Ruth, Schutz, and Spangler. Members absent included Director Peterson. Board Chair Bob Andersen was present. NRD staff present were Drew Bullett, Steve Herdzina, and Maclane Scott. Bob Gregalunas from Houston Engineering 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 Supplement No. 2 Agreement with Otoe County for Johnson Road Structure [ACTION]–**

Drew Bullett, Projects Coordinator, presented background information on the Johnson Road Structure northwest of Nebraska City. This structure that resides in Otoe County is the only dam structure the district has in that particular county. In recent annual inspection reports, it has been noted to have holes in the riser that are leaking, as well as continually getting worse. Other deficiencies include erosion around the outlet pipe and soils in the plunge pool, which could be due to water seepage. NRD staff met with Otoe County officials and discussed a plan for moving forward. Both agencies agree this structure needs to be fixed and will take the necessary steps to do that.

The Supplement No. 2 Agreement is pursuant to the original 1995 agreement between Otoe 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 Otoe County being responsible for 25% of the costs. These will be all costs associated with the design, permitting, and construction phases of the project.

- Work Type: Agreement for major maintenance on a road structure
- Funding: NRD/Otoe County
- Start: Upon Board Approval/March 2026
- Completion: FY 27
- Payers, Players, & Partners: NRD, Otoe County
- Legal Counsel Review: Yes

**It was moved by Hellerich, seconded by Eagan, and approved (7 yes and 0 no) by the Water Resources Subcommittee to recommend that the Board of Directors approve the General Manager to sign Supplement No. 2 Agreement for the Johnson Road Structure.**

**Motion Passed 7-0**

**B. Consideration of Professional Services Agreement with Houston Engineering for Johnson Road Structure Rehabilitation [DISCUSSION]–**

Bullett discussed the Professional Service Agreement with Houston Engineering for the Johnson Road Structure. A request for proposals was sent out to four firms: JEO, Houston Engineering, Midwest Engineering, and Hazard Engineering. Of the four proposals, the district received 3 responses, with Houston Engineering as the lowest responsible bidder. Their proposal was \$33,887.00 and included project management, design, permitting, bid phase, and construction phase. The NRD is currently working on a dam rehabilitation project with Houston, as well as several completed projects in the past.

Due to Legal Counsel's ongoing review, no subcommittee action was taken on this consideration. A recommendation and motion will be made during the March Board meeting about this matter.

- Work Type: Professional Agreement for Engineering & Design
- Deliverables: Project Management, Design, Permitting, Bidding, Construction Observation
- Permits: USACE 404 Nationwide, DWEE/NDNR Permit
- Funding: 75% NRD & 25% Otoe County
- Proposal: \$33,887.00
- Bid Using Budget/List of Consultants' Hourly Rates & Tasks
- Budget: Included in FY 26
- Access: No Concerns
- Start: Upon Board Approval/March 2026
- Completion: FY 2027
- Payers, players, & Partners: NRD, Otoe County, Houston
- Legal Counsel Review: Ongoing

**C. Presentation of Ground Water Management Plan Annual Review (NO ACTION)**

Steve Herdzina, Water Resources Coordinator and Maclane Scott, Water Resources Technician, shared a PowerPoint presentation overviewing the activities of the Ground Water programs for calendar year 2025. This Annual Review of preceding years' activities is required by the current Ground Water Rules and Regulations and is typically presented in March. Following the presentation, NRD management and staff answered questions from the Subcommittee members. As is typical, an abbreviated version of the presentation will be given to the entire Board of Directors at their March meeting.

A complete copy of the report containing the information in the presentation is available here:

<https://www.lpsnrd.org/sites/default/files/2025GWAnnualReviewDRAFT.pdf>

Meeting adjourned at 6:08 pm.

Enclosures

Cc: Bob Andersen  
Corey Wasserburger

## **Supplement NO. 2 to Agreement (Johnson Road Structure)**

The Supplement made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2026, by and between the Board of Commissioners of Otoe County, Nebraska, 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 September 26, 1995, 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 Johnson Road Structure, which is a multi-purpose dam located on North 60<sup>th</sup> Road, between County Road B2 and Foster Lane, 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 Johnson Road Structure identified as follows:

- 1. Location of Johnson Road Structure: the north-south North 60<sup>th</sup> Road in Section 12, Township 9 North, Range 13 East.
- 2. Timetable for construction and completion of the structure. The structure design and permitting in FY26/27, and construction in FY27.
- 3. The District and the Board shall mutually agree upon the maintenance or repair to be performed on the Johnson Road Structure, per item 10 in the Agreement, 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.

**Otoe County Board of Commissioners**



Chairperson

**Lower Platte South Natural Resources District**

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General Manager

## AGREEMENT

This Agreement made and entered into this 26 day of September, 1995, by and between the Board of Commissioners of Otoe 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 Otoe 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 Otoe 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 Otoe 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 on 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.

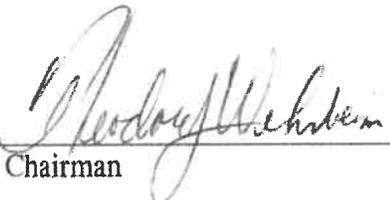
13. This Agreement may from time-to-time be modified by mutual agreement of the parties, and shall be supplemented from time-to-time with the identity of specific projects, time tables for completions, and other items which may be agreed to on the form attached hereto as Exhibit "A".

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

OTOE COUNTY BOARD OF COMMISSIONERS

By   
Chairman

LOWER PLATTE SOUTH NATURAL  
RESOURCES DISTRICT

By   
Chairman

# Johnson Road Structure - E1/2 NE, S12-T9N-R13E, Otoe Co





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**PROJECT: Johnson Road Structure**

**Dam Rehabilitation**

**Location: Otoe County, Nebraska**

**Due: February 13, 2026 @ 12:00 pm**

<b>BIDDER</b>	<b>Scope &amp; Fee</b>
Houston Engineering	\$33,887.00
Hazard Engineering	\$55,790.00
JEO Consulting	\$89,900.00
Midwest Engineering	No Bid



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## Memorandum

**Date:** February 27, 2026  
**To:** Water Resources Subcommittee  
**From:** Steve Herdzina, Water Resources Compliance Specialist  
**Subject:** Ground Water Management Plan Annual Review Presentation

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Steve Herdzina will make a summary presentation of the 2025 Ground Water Management Plan Annual Review. Highlights will include water quality and quantity results, cost-share activities, phase determinations, and other relevant topics that occurred in 2025. Staff will also be available to answer any questions the subcommittee has regarding the various groundwater programs.

The Executive summary for the report is attached. The full report can be accessed here:

<https://www.lpsnrd.org/sites/default/files/2025GWAnnualReviewDRAFT.pdf>

Enclosure

## EXECUTIVE SUMMARY

The Lower Platte South NRD (LPSNRD) completes an Annual Review of the District's groundwater activities each year as outlined in the 1995 LPSNRD Groundwater Management Plan and the District's Groundwater Rules and Regulations. Below is a summary of the 2025 Annual Review.

LPSNRD collected 271 groundwater quality samples from 269 wells including monitoring, irrigation, and public water supply wells throughout the District, analyzing for nitrate, pesticides, major ions, arsenic, etc. No ground water reservoirs (GWR) exceeded the Phase II or Phase III triggers. No pesticides were detected from the 101 sample locations, and minor arsenic detections were found in areas consistent with naturally occurring amounts due to geology.

Of the current designated Phase II Community Watershed Protection Areas (CWSPA's), results indicated that three areas (Hickman, Union, and Valparaiso) fell below the Phase II trigger, while three areas (Davey, Pleasant Dale, and Weeping Water/Otoe County RWD #3) remained above the Phase II trigger. No Phase II areas exceeded the Phase III trigger. The only currently designated Phase III area (Elmwood) showed results that would be below the Phase III trigger. The CWSPA's of Greenwood and Sprague results exceeded the Phase II trigger and LPSNRD will review this information to decide on declaring it a Phase II CWSPA.

Groundwater quantity information was reviewed from 296 water level measurements collected twice a year in the fall and spring from 148 different wells. The spring to spring levels which are used for trigger calculations showed that 99 of the 148 wells had a decrease in water level. Most of the GWR's showed a decline last year with the largest decline appearing in the Crete Princeton Adams (CPA) GWR. District-wide, the average spring to spring decline was -0.46 feet.

The LPSNRD established the Dwight-Valparaiso-Brainard Special Management Area (DVB SMA) to combat in-season declines. 2025 was the eleventh year of allocation regulations. There were no violations associated with the allocation in 2025.

The LPSNRD collected water meter readings for the 15<sup>th</sup> consecutive year. Total water used District wide was down but similar to the other historic years. Total gallons pumped by irrigation, commercial, and similar uses totaled 3.6 billion gallons, 52% of which was pumped for irrigation, and which was less pumped from irrigation wells than in 2024.

The LPSNRD issued 13 well permits, six of which were completed. LPSNRD also issued 22 chemigation renewal permits, inspected 14 chemigation permits, and did not find any violations. The LPSNRD completed 12 well decommissioning cost-share applications, five water meter cost-share applications, 21 soil sampling cost-share applications, nine fertilizer meter cost-share applications, 72 nitrogen management program, and 42 nitrogen reduction incentive act cost-share applications.

Other LPSNRD activities included a variety of public information activities such as classroom presentations, field trips, and test your well nights. LPSNRD continued to partner with the Eastern Nebraska Water Resources Association (ENWRA) including application for a grant for recharge studies and water table map updates.

Also in 2025, the District continued the process of updating its Ground Water Management Plan. LPSNRD also continued development of the voluntary Integrated Management Plan and participation in the Lower Platte River Coalition as well as the Lower Platte Drought Consortium.