



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 60th 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 60th 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

A handwritten signature in dark ink, appearing to read "J. Brown", is written over a horizontal line.

Chairperson

Lower Platte South Natural Resources District

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



Path: Q:\ArcGIS_projects\Dams\ArcPro\Dams_NRD\NRD_DamsMap.aprx
Map Created: December 2025 - LPSNRD, sdr



Omaha Office
12702 Westport Parkway #300
Omaha, NE 68138
P: (402) 502-7131 | F: (402) 932-6940
Email: emiller@houstoneng.com

CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: Johnson Road Structure
HOUSTON JOB NO.: 0173-0018 HOUSTON PROJ. MGR.: Ethan Miller
CLIENT/OWNER NAME: Lower Platte South Natural Resources District (LSPNRD)
CLIENT/OWNER ADDRESS: 3125 Portia Street, Lincoln, NE 68521
CLIENT/OWNER PHONE NO.: 402.476.2729 CLIENT/OWNER CONTACT: Drew Bullett dbullett@lpsnrd.org

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this 06 day of March, 2026, ("Effective Date") by and between **HOUSTON ENGINEERING, INC.** ("Houston") and the Lower Platte South Natural Resources District ("Client").

Recitals

- A. Client has requested Houston to perform certain professional services in connection with a project generally referred to as Johnson Road Structure ("Project").
- B. Houston desires to provide the professional services requested by Client in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Houston and Client agree as follows:

1. **Services.** Houston shall perform the services set forth in Attachment A ("Services") in accordance with the terms and conditions of this Agreement.
2. **Term of Agreement.** This Agreement shall commence on the date first stated above, and Houston is authorized to commence performance of the Services as of that date. This Agreement shall terminate on October 31, 2026, unless terminated earlier pursuant to the terms and conditions of this Agreement.

3. **Attachments.** The Attachments below, which have been marked for inclusion, are hereby specifically incorporated into and made a part of this Agreement:

- ☒ ATTACHMENT A - SERVICES (Houston assumes no responsibility to perform any services not specifically listed.)
☒ ATTACHMENT B - GENERAL TERMS AND CONDITIONS
☐ ATTACHMENT C - _____
☐ ATTACHMENT D - _____
☒ ENGINEER'S FEE ESTIMATE - DATED 02/13/2026.
☐ ALTA/NSPS LAND TITLE SURVEY RIDER

4. **Compensation.**

\$ _____ Lump Sum Fee - Based on the Services defined herein
\$ 33,887 Estimated Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule
\$ _____ Percentage of Estimated Construction Cost
\$ _____ Other - _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER

BY: _____
AUTHORIZED REPRESENTATIVE

TITLE: _____

HOUSTON ENGINEERING, INC.

BY: Ethan Miller
AUTHORIZED REPRESENTATIVE

TITLE: Project Manager

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON AT THE U.S. MAIL OR ELECTRONIC MAIL ADDRESS ABOVE

Proposed Scope of Services

1 PROJECT MANAGEMENT/PROJECT DIRECTION

1.1 Initial Site Visit

Initial site visit was performed during proposal phase. No time is included for this subtask.

1.2 Design Alternatives Correspondence

Includes coordination with Lower Platte South NRD and Otoe County (as necessary) to discuss repair approach and design alternatives regarding rehabilitation of the Johnson Road Structure.

1.3 Monthly Invoicing/PM Duties

Perform project administration tasks such as task tracking, organization of materials and information needs to complete tasks, and internal guidance to staff assign tasks, to ensure efficiency, and task completeness.

2 DESIGN

2.1 Review As-builts / Bring into CADD

Compile, review, and incorporate existing publicly available and project-provided data including, but not limited to, LiDAR, aerial photography, parcel data, historical as-builts, and available geotechnical data.

2.2 Site Visit/Survey

Perform field survey to obtain topographic data within the proposed project area to verify as-built documentation. Subtasks to include coordinate with utility stakeholders and Nebraska One-Call as needed to identify existing underground and overhead utilities within the project corridor.

Additionally, the principal spillway pipe is to be video inspected using HEI's pipe crawler to assess its condition.

2.3 Create Base Map

Develop a project base map incorporating available topographic data, aerial imagery, and post-processed survey data to support analysis and design activities.

2.4 Conduct Hydrology Check

Re-delineate the contributing watershed area using available topographic and survey data to verify consistency with the as-built documentation.

2.5 Hydraulic Analysis

Perform an initial hydraulic analysis to evaluate routing of runoff generated from the re-delineated watershed. The analysis will assess flow conveyance and system response under applicable design events to support evaluation of existing conditions.

2.6 Prepare Construction Plan Set

Prepare construction plan sheets necessary to depict the proposed rehabilitation measures. Plans will include applicable plan views, profiles, sections, and construction details required to convey the scope and intent of the work for bidding and construction.

Assumption: Design and plan sheets for this task include the riser, drawdown pipe, trash rack, spillway pipe, and pipe stand replacement.

2.7 Prepare Project Specifications

Develop technical specifications describing materials, construction methods, quality control requirements, and measurement and payment provisions associated with the proposed rehabilitation improvements.

2.8 Develop Engineer's Opinion on Costs

Prepare an Engineer's Opinion of Probable Construction Cost (OPCC) for the proposed rehabilitation measures based on anticipated quantities, current unit pricing information, and industry experience.

2.9 Prepare Dam Status Report

Prepare a Dam Status memo summarizing observed conditions and identifying known deficiencies, if any, of the dam and its appurtenant structures. The report will document areas requiring repair, further evaluation, or monitoring. This subtask is being provided as a courtesy; no time is included in the fee for this item.

3 PERMITTING

3.1 Prepare DWEE/NDR Permit Application

Prepare and submit the required permit application to the Nebraska Department of Water, Energy, and Environment (DWEE) / Nebraska Department of Natural Resources (NDR) Dam Safety Program for review and approval of the proposed rehabilitation measures. Services will include preparation of application forms, supporting engineering documentation, and coordination of required exhibits.

3.2 Correspondence with DWEE/NDR

Provide coordination and correspondence with DWEE/NDR during agency review of the permit application. Services include responding to agency comments, providing supplemental documentation as reasonably requested, and supporting the approval process.

3.3 Prepare and Submit USACE Section 404 Nationwide Permits

Prepare and submit a Pre-Construction Notification (PCN), if required, to the U.S. Army Corps of Engineers for authorization under a Section 404 Nationwide Permit for work involving discharge of dredged or fill material within waters of the United States. Services include preparation of supporting figures, impact quantities, and coordination of required documentation.

3.4 Agency Coordination

Coordinate with applicable federal, state, and local agencies as necessary to facilitate review and approval of the proposed improvements. This may include coordination related to water quality certification, floodplain considerations, and other regulatory requirements associated with the project.

4 BID PHASE

4.1 Pre-bid Coordination

Coordinate with the Owner and potential bidders prior to bid opening, including responding to requests for information, clarifying scope and plans, and providing guidance on bid package materials.

4.2 Project Bidding/Engineer's Recommendation

Assist with the bidding process, review submitted bids for completeness and compliance, and prepare the Engineer's Recommendation of Award based on evaluation of bids, unit pricing, and scope of work.

5 CONSTRUCTION PHASE (ASSUMING 3 WEEKS NO DELAYS)

5.1 Pre-Construction Coordination

Conduct a pre-construction meeting with the Owner, contractor, and applicable agencies to review the project scope, plans, specifications, and construction schedule.

5.2 Construction Observation

Observe construction activities to confirm compliance with design documents, specifications, and regulatory requirements. Document construction methods, materials, and progress, and address questions or issues raised during construction.

5.3 Construction Reporting

Prepare periodic construction observation reports summarizing field activities, site conditions, contractor progress, and any issues or deviations from the plans or specifications.

5.4 As-Built Drawings

Prepare as-built drawings by marking up the construction plan set developed under Task 2.6 to reflect the actual constructed conditions. This task is limited to the plan set produced for this project and does not include incorporation of other as-built documents, surveys, or records.

HOUSTON ENGINEERING, INC STANDARD CONDITIONS

SERVICES. Houston Engineering will perform services for the Project as set forth in attachment and in accordance with these Terms & Conditions. Houston Engineering has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Houston Engineering in performing their services.

AUTHORIZED REPRESENTATIVES. The officer assigned to the Project by Houston Engineering is the only authorized representative to make decisions or commitments on behalf of Houston Engineering. The Client shall designate a representative with similar authority.

PROJECT REQUIREMENTS. The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Houston Engineering at Project inception. Houston Engineering will review the Client design standards and may recommend alternate standards considering the standard of care provision.

SITE ACCESS. The Client shall obtain all necessary approvals for Houston Engineering to access the Project site(s).

PERIOD OF SERVICE. Houston Engineering shall perform the services for the Project in a timely manner consistent with sound professional practice. Houston Engineering will strive to perform its services according to the Project schedule set forth in attachment. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Houston Engineering shall be entitled to an extension of time and compensation adjustment for any delay beyond Houston Engineering control.

COMPENSATION. In consideration of the services performed by Houston Engineering, the Client shall pay Houston Engineering in the manner set forth in attachment. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Houston Engineering.

PAYMENT TERMS. Houston Engineering shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date. Houston Engineering shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to Houston Engineering is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give Houston Engineering the right to stop work until payments are current. Non-payment beyond seventy (70) days shall be just cause for termination by Houston Engineering.

ADDITIONAL SERVICES. The Client and Houston Engineering acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Houston Engineering shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

INDEPENDENT CONSULTANT. Houston Engineering shall serve as an independent consultant for services provided under this agreement. Houston Engineering shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by Houston Engineering.

HOUSTON ENGINEERING, INC STANDARD CONDITIONS

STANDARD OF CARE. Services provided by Houston Engineering will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. Houston Engineering will not be liable for the cost of any omission that adds value to the Project.

COMPLIANCE WITH LAWS. HOUSTON Engineering shall perform its services consistently with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, HOUSTON Engineering shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

PERMITS AND APPROVALS. Houston Engineering will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

OWNERSHIP OF DOCUMENTS. Documents prepared by Houston Engineering for the Project are instruments of service and shall remain in the property of Houston Engineering. Record documents of service shall be based on the printed copy. Houston Engineering will furnish documents electronically; however, the Client releases Houston Engineering from any liability that may result from documents used in this form. Houston Engineering shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

INSURANCE. Houston Engineering will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

Worker's Compensation	As required by applicable state statute
Commercial General Liability	\$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage
Professional Liability	\$1,000,000 each claim and aggregate
Excess Liability/Umbrella Coverage	\$2,000,000 per occurrence

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Houston Engineering shall be a named insured on those policies where Houston Engineering may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

WAIVER OF SUBROGATION. Houston Engineering, INC affirmatively agrees to obtain waiver of subrogation against the client and name the client as an additional insured on the Commercial General Liability and Automobile policies.

HOUSTON ENGINEERING, INC STANDARD CONDITIONS

INDEMNIFICATION AND HOLD HARMLESS. Houston Engineering, INC shall indemnify and hold harmless the Client and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by Houston Engineering, INC its employees, or Subconsultants and/or subcontractors. Client shall indemnify and hold harmless Houston Engineering, INC and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by the Client, its employees, or subconsultants and/or subcontractors. However, if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of Houston Engineering, INC, and the Client, this indemnification applies only to the extent of the negligence of Houston Engineering, INC.

LIMITATION OF LIABILITY. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, Subconsultant and all other negligent entities and individuals.

LEGAL EXPENSE. In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses that are allowable under Nebraska state law, within thirty (30) days of the court action.

CONSEQUENTIAL DAMAGES. Neither the Client nor Houston Engineering shall be liable to the other for any consequential damages regardless of the nature or fault.

ENVIRONMENTAL MATTERS. The Client to its knowledge has disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Houston Engineering shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Houston Engineering from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Houston Engineering.

COST OPINIONS. If included in the scope of service, Houston Engineering shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Houston Engineering acknowledge that actual costs may vary from the cost opinions prepared and that Houston Engineering offers no guarantee related to the Project cost.

INDEPENDENT COUNSEL. The Client agrees to obtain independent legal and financial counsel for the Project considering Houston Engineering does not furnish these services.

CONTRACTOR SELECTION. Houston Engineering may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

SHOP DRAWING REVIEW. If included in the scope of service, Houston Engineering shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the

HOUSTON ENGINEERING, INC STANDARD CONDITIONS

Project. Houston Engineering shall not be liable for the performance of, or consequential damages of any equipment furnished by the contractor under the Project.

CONSTRUCTION REVIEW. If included in the scope of service, Houston Engineering shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make Houston Engineering responsible for the work performed by another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party.

REJECTION OF WORK. Houston Engineering may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

SAFETY. Houston Engineering shall be responsible solely for the safety precautions or programs of its employees and no other party.

INFORMATION FROM OTHER PARTIES. The Client and Houston Engineering acknowledge that Houston Engineering will rely on information furnished by other parties in performing its services under the Project. Houston Engineering shall not be liable for any damages that may be incurred by the Client in the use of third party information.

CONSTRUCTION RECORD DRAWINGS. If included in the scope of service, Houston Engineering will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, Houston Engineering cannot and does not warrant their accuracy.

FORCE MAJEURE. Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

DISPUTE RESOLUTION. The Client and Houston Engineering agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Houston Engineering shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

SUSPENSION OF WORK. The Client may suspend services performed by Houston Engineering with cause upon fourteen (14) days written notice. Houston Engineering shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Houston Engineering all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Houston Engineering shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

TERMINATION. The Client or Houston Engineering may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Houston Engineering shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Houston Engineering all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

HOUSTON ENGINEERING, INC STANDARD CONDITIONS

GOVERNING LAW. The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

ASSIGNMENT. Neither party shall assign its rights, interests, or obligations under the Project without the express written consent of the other party.

WAIVER OF RIGHTS. The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

WARRANTY. Houston Engineering warrants that it will deliver products under the Project within the standard of care. Houston Engineering provides no other expressed or implied warranty.

SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Houston Engineering will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

SURVIVAL. All provisions of these terms that allocate responsibility or liability between the Client and Houston Engineering shall survive the completion or termination of services for the project.

ANTI-DISCRIMINATION. Neither Houston Engineering or its subcontractors shall discriminate against any of their employees or applicants for employment, to be employed in the performance of this Agreement, with respect to their hire, tenure, terms, conditions, or privileges of employment, because of their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

**Engineer's Fee Estimate
Johnson Road Structure
Lower Platte South NRD**



Sr Engineer	Prj Engineer	Prj Engineer	Prj Engineer	El	Accounting
Gregalunas	Miller	Suing	Kaufman	Winkel	Stroh
\$277	\$234	\$212	\$255	\$177	\$129

Tasks

							Expenses	Total
Project Management/Project Direction								
Initial Site Visit		0						
Design Alternatives Correspondence	0.5	2						
Monthly Invoicing/PM Duties		1				2		
Project Management/Project Direction Task Total	\$139	\$702	\$0	\$0	\$0	\$258	\$0	\$1,099
Design								
Review As-builts / Bring into CADD			1		1			
Site Visit/Survey ¹	2.5				5		\$334	
Create Base Map					1			
Conduct Hydrology Check			0.5		2			
Hydraulic Analysis					4			
Prepare Construction Plan Set ²		2	1		32			
Prepare Project Specifications			1		2			
Develop Engineer's Opinion on Costs			1		1			
Prepare Dam Status Report ⁴	0				0			
Design Task Total	\$693	\$468	\$954	\$0	\$8,496	\$0	\$334	\$10,944
Permitting								
Prepare DWEE/NDR Permit Application		1			2			
Correspondence with DWEE/NDR		1			2			
Prepare and Submit USACE Section 404 Nationwide Permits				8				
Agency Coordination				2				
Permitting Task Total	\$0	\$468	\$0	\$2,550	\$708	\$0	\$0	\$3,726
Bid Phase								
Pre-Bid Coordination			2		2			
Project Bidding/Engineer's Recommendation			6		2		\$84	
Bid Phase Task Total	\$0	\$0	\$1,696	\$0	\$708	\$0	\$84	\$2,488
Construction Phase (Assuming 3 Weeks No Delays)								
Pre-Construction Coordination			2		6			
Construction Observation ³			4		60		\$837	
Construction Reporting			1.5		6			
As-Built Drawings			0.5		2			
Construction Phase Task Total	\$0	\$0	\$1,696	\$0	\$13,098	\$0	\$837	\$15,631
Subtotal Hours	3	7	21	10	130	2		
Subtotal Costs	\$831	\$1,638	\$4,346	\$2,550	\$23,010	\$258	\$1,171	\$33,887

Assumptions/Notes:

¹ Included video inspection of the principal spillway using HEI's pipe crawler to assess its condition. Also included OneCall/Utility locates.

² Design includes riser, drawdown pipe, trash rack, spillway pipe and pipe stand replacement as well as a new diaphragm filter and drain pipe.

³ Assumes 3 weeks of part time coverage.

⁴ Prepare a summary report of deficiencies (if any) for future work budgeting and planning



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

PROJECT: Johnson Road Structure

Dam Rehabilitation

Location: Otoe County, Nebraska

Due: February 13, 2026 @ 12:00 pm

BIDDER	Scope & Fee
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

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 15th 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.