

Water Committee Meeting
Thursday, April 2, 2026 9:30 AM
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. Transfer Request in the Hydrologically Connected Area (Limited Development Area)

Taylor Farms is requesting to transfer 15 acres from NW NW 12-17-5E to SE S12-17-7E. These sites are located in Dodge County between North Bend and Fremont.

Staff explained that there would be a gain in acre feet of water, which is part of the 5-year allotment with the Coalition.

Maps are shown.

2.A.2. Irrigation Clarification in Non-Hydrologically Connected Area (Normal Development Area)

Sandra Muhle is requesting clarification of a tract of land that she is now the primary owner. The tract land is in the N NW 17-18-1E, Platte County and north of Columbus Lakeview Schools; a map is attached. The well located in this tract is shown on DWEE website G-019000 as an active irrigation well drilled in 1956. This well is physically not there as investigated, but the map shows 35.11 irrigated acres. NRD staff could not find any record of irrigated taxes being paid on this tract of land. Sandra has applied for a variance, but is this an expansion of acres or a new well and how many acres does she need to apply for?

Shown are the rules to determine irrigated acres. The NRD does not have a policy once the acres are certified to decertify the acres.

Staff handled the issue with parties prior to the Committee meeting. A new well variance has been applied for, which will be reviewed in September. No existing irrigated acres will be shown on this tract and paperwork on the old well will be filled out to decommission the existing well.

Historic Irrigated acre shall mean:

(1) in stay management areas any acre that is certified as such pursuant to rules and regulations of the District and that has actually been supplied water through irrigation

works, mechanisms, or facilities (a) for two of the last ten years prior to the effective date of the stay management area and two years of the most recent ten year period subsequent to the effective date of the stay management area or, (b) at least one of the last two years prior to the effective date of the stay management area, or (c) land that is defined as sub-irrigated, or (d) land that was previously irrigated two of the last ten years prior to the effective date of the stay management area and two of the last most recent ten year period subsequent to the effective date of the stay management area was enrolled in a federal conservation program;

(2) in non-stay management areas, any acre that is certified as such pursuant to rules and regulations of the District and that has actually been supplied water through irrigation works, mechanisms, or facilities (a) for two of the last ten years, or (b) at least one of the last two years, or (c) land that is defined as sub-irrigated, or (d) land that was previously irrigated but during two of the most recent ten year period was enrolled in a federal conservation program;

(3) The District may grant an exception for good cause shown;

2.A.3. Transfer Request in the Restricted Development Areas

Greg Fujan would like to transfer acres within the restricted area and SQS

1. Robert Shanahan has agreed to give up 40 acres in the SE SE 21-15-5E and NE NE 28-15-5 to Greg; which will transfer the acres to the SW SW 28-15-5E. These sites are on the eastern side of the SQS #1 management area.

The Committee commented that as this is moving acres away from the middle of SQS 1, this should be a benefit. Greg commented that the water levels have stayed steady over the years from the well he plans on utilizing.

Attached is a map of the locations along with the NRD management map.

2.A.4. Well Permit Program

2.A.5. Well Permits Requested for Duck Ponds

Kalend McCurdy is requesting 2 high-capacity wells for duck ponds that will pump 300 GPM for the SE NE Section 34-17N-3E and NW SW Section 35-17N-3E, Butler County, across the river south of Schuyler. A map is attached showing the 2 locations with the plan to fill 10 acre ponds for habitat.

The Committee wants to make sure that these wells do not interfere with other wells in the area and if complaints are received, the NRD has the right to shut the wells down. The wells can only be used from September 1 to May 31 per policy.

2.A.6. Dewatering well permits

Paul Boyd is requesting 4 de-watering permits in SW SW S36-18N-7E for the purpose of excavating a 2.5 acre pond. This site is NW of Fremont and Hwy 30. From spring water level measurements from NRD GWEL wells, the water levels are 7.2 and 7.39 feet below the surface in this area.

The committee wanted more information as to where the water would be draining, have neighbors been notified and the purpose of the pond. No action was taken on these permits.

Map and graph attached.

2.A.7. Change of Water Use Policy

Attached is a draft policy for a change in water use, the current DWEE modification form, and what the state form could be changed to.

2.A.8. Re-Certification of Irrigated Acres

A map shows the certification of acres that will need to be rectified.

The committee discussed the acres affected by the highway and whether the producers control the acres or the State Dept. of Transportation.

2.A.9. Cost Share Programs

2.A.10. Lower Platte River Basin Water Management Plan Coalition (LPRBC)

The Board Meeting is on April 15, starting at 10 am in the NRD Board Room at Wahoo.

Copy of report is attached.

2.B. CHEMIGATION

For 2026 we have 146 renewals and 7 new permit applications for a current total of 153. Inspections for 0 renewal permits have been completed.

May 1st chemigation inspections will start.

2.C. GROUND WATER ENERGY LEVELS

Staff is over half done on spring water levels.

2.D. GROUND WATER QUALITY SAMPLING

Linwood Sample Results

24 samples collected, 19 Nitrate Samples, 3 Uranium, 2 Pesticide

Nitrate Results Above MCL: 11.8, 16.7, 13.2, 21.1, 16.5, 12.1

Pesticide Results: None Detected

Uranium Results Above MCL (all): 116 ug/L, 30.9 ug/L, 91.4 ug/L

YSI

-Sent in one of our three YSI instruments to be serviced. The last one was sent in to be serviced in July 2025. The state sends theirs in yearly to ensure they are as accurate as possible.

Quote total - \$1,180.21

Phase Area Rules & Regs

-Updated recommendations/ proposals will be brought to the next committee.

3. GROUND WATER PROGRAMS

3.A. DECOMMISSIONED WELL PROGRAM

3.A.1. Well Estimates

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

Well Owner	Type of Well	Cost Share Estimate	County
Robert Meduna	I	\$1,392	Saunders
Roger A Nelson	I	\$874.95	Saunders

3.A.2. Plugged Wells

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

Well Owner	Type of Well	Cost Share Estimate	County
Mary Norton/Jeremy Schreiber	I	\$1,073	Colfax

3.B. LOWER PLATTE NORTH NRD GROUND WATER STUDIES

3.B.1. Phase Area Update

Flow meter cost-share

Timothy Rickert - 1 flow meter - \$1,000

David Hahn - 1 flow meter - \$1,000

Jeremy Theilen - 1 flow meter - \$1,000

Roger Wilshusen - 1 flow meter - \$1,000

3.B.2. Eastern Nebraska Water Resources Assessment (ENWRA)

3.B.3. Lower Platte River Consortium

The group met on March 27 and decided to send out a news release concerning the drought. Some of the concerns are the amount of moisture received this winter and snow pack in the Rocky Mountains.

3.C. NEW MONITORING WELLS

Newman Grove Monitoring Well Bids

We had two well drillers interested in the project, however, one was unable to get his in due to family circumstances.

3.C.1. NEWMAN GROVE CSD TEST HOLES

For the Newman Grove Monitoring Well Project, CSD is planning on digging the test holes. Attached is the agreement with CSD, and the estimate for a 400-foot test hole is \$5,000. We need a motion to proceed.

3.D. SOURCE WATER PROTECTION

3.D.1. TRANSDUCER AGREEMENT

Attached is the quote for transducers with the purpose of monitoring water quantity within Wellhead Protection Areas. This will be fully reimbursed from the transducer agreement in the amount of \$9,309.18.

Motion is recommended to proceed.

3.D.2. MALMO WHP

The Contaminant Management Strategy Guide was submitted to DWEE. They are currently finishing up the Wellhead Protection Plan. Open houses are the next step to be completed once DWEE is done.

3.E. SCORING SHEETS AND WATER QUANTITY PROJECT

Spheros (formerly LRE) will be giving a progress update report on the scoring sheet and water quantity project LPN contracted in January 2026. They will also present a modeling suggestion as a tool to utilize with variances and well permits.

An abbreviated presentation was given to show the progress of the scoring sheets and to present the idea of a groundwater model to assist with well permits and variances.

An invoice is attached for \$2,607.25 for the contracted work.

4. SURFACE WATER PROGRAMS

5. OTHER

5.A. COMMENTS FROM THE PUBLIC

E053-1705E11-0002



Shoreline Dr

Old US-30

Old US-30

Old US-30

Old US-30

Old US-30

10th Ave

W 9th Ave

W 8th Ave

W 7th St

W 10th St

W 9th St

W 8th St

Pine St

W 5th St

Linden Dr

N Cottonwood St

Gedar St

Spruce St

Walnut St

Willow St

Chestnut St

Pine Ln

Pioneer



NE053-1707E12-0005

NI County Road 18

County Road T

County Road T

County Road T

County Road 19

NI County Road 18

NI County Road 18

Westgate Dr

Westgate

King Dr

Henry Dr

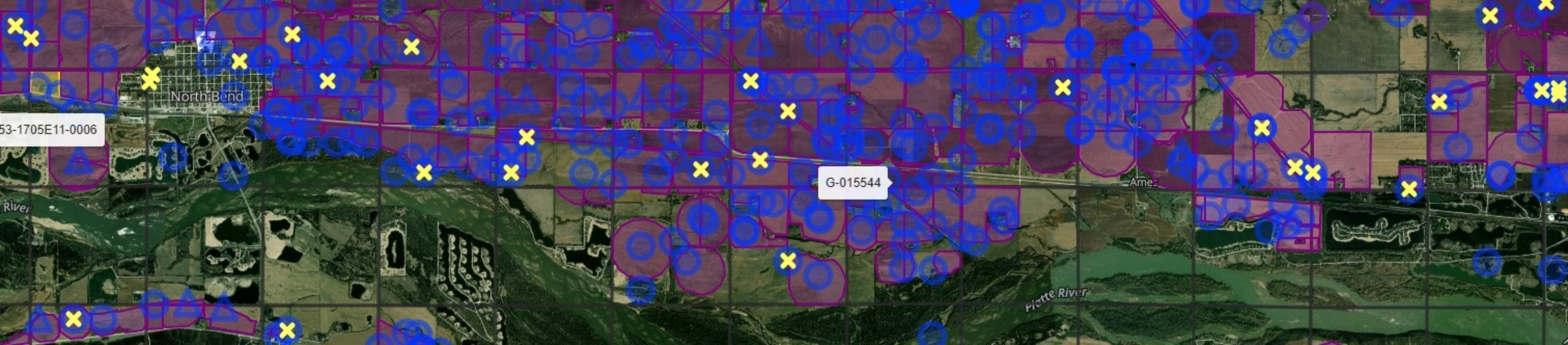
Glenn Cir

Old US-30

Old US-30

Old US-30

Old US-30



North Bend

53-1705E11-0006

G-015544

Ames

Piette River



S17 T18N R1E

175th Ave

175th Ave

175th Ave

175th Ave

175th Ave

298th St

298th St

298th St

298th St

March 20, 1959

G-19000

Mr. Herbert Stiefken
Columbus, Nebraska

Dear Mr. Stiefken:

Re: George Stiefken

You will please find enclosed receipt Number C-15197 in the amount of \$7.50 covering the registration fee on an irrigation well located on the NW Quarter of Section 17, Township 18, Range 1 West of the 6th P.M., Platte County. This registration, identified as Number G-19000, was filed upon our records on the 13th day of January, 1959.

When we have an opportunity to examine this registration, it may be necessary for us to request additional information.

We should like to suggest that this letter, together with the receipt be placed where it will not become lost as it is the only record of the registration you will receive.

Very truly yours,

TP
Enc.

Director of Water Resources

Registration No. 9-19000 County of Platte Date Filed JAN 13 1957

STATE OF NEBRASKA
CERTIFICATE OF WELL DRILLER

I, W.F. AERNI & SON (Name of Driller) of Columbus (Postoffice Address)
County of Platte State of Nebraska

1. I am the driller of an irrigation well located on the 1/4 NW Quarter, Section No. 17
Township 15 North, Range 1 E, owned by Carl S. Kren

whose postoffice address is Columbus Neb State of Nebraska

2. That the drilling was begun on the 28th day of June, 19 56, and completed on the 28th day of June, 19 56.

3. That the well is cased and screened in the following manner: Concrete 4 foot lengths
12 pieces screen, 3 pieces plain, 1 pieces screen, 6 pieces plain.
screen casing; weight of metallic casing, etc.) kind of casing, lengths and position of plain and

4. That the diameter of drilled hole is 36 inches.

5. That reverse hydraulic type of drilling machinery was used.

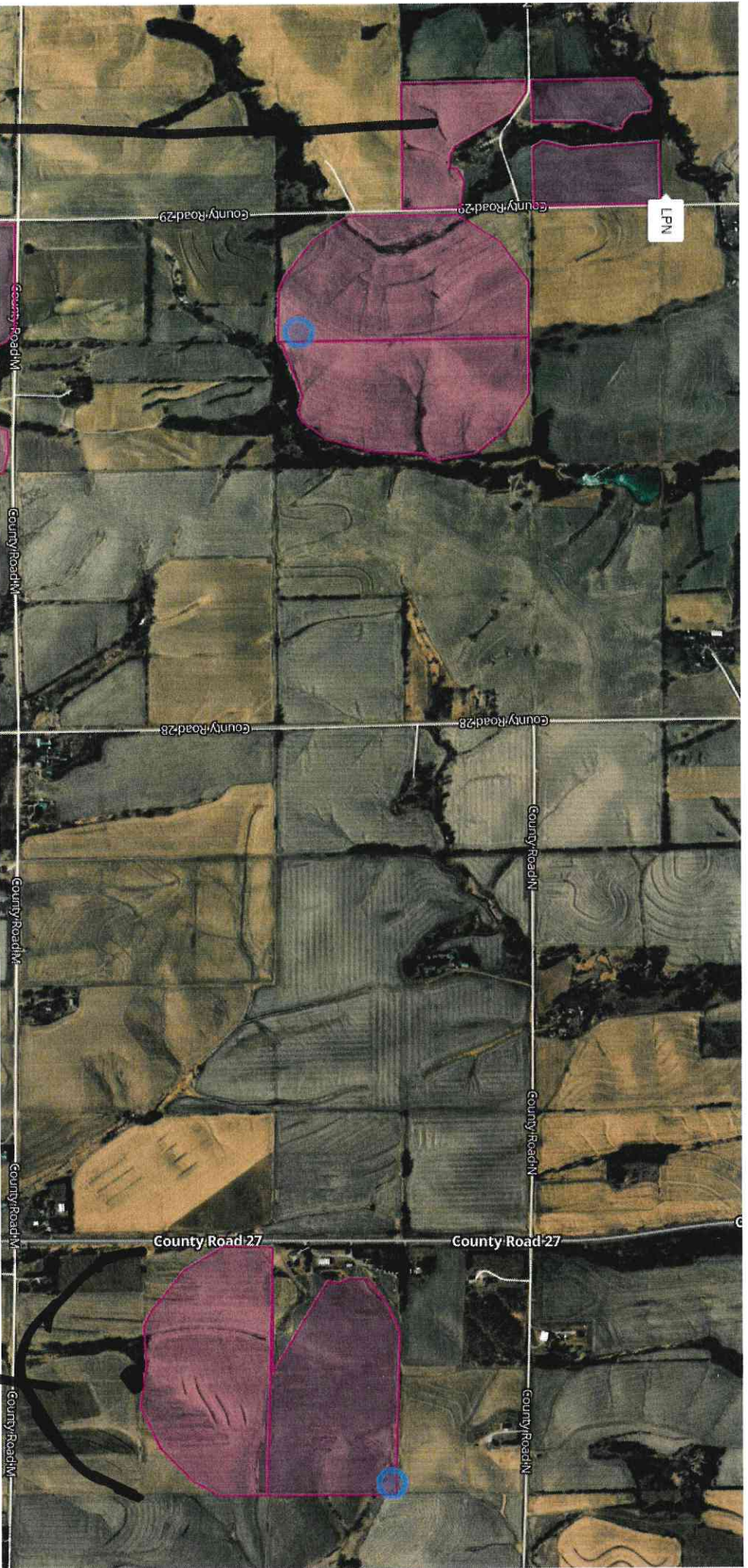
6. That the drilled hole is/is not sealed, as follows: gravel packed to the top

7. That the following is an accurate log of the depth, thickness and character of the different strata penetrated, and the location of water-bearing strata:

DEPTH IN FEET		MATERIAL DRILLED
FROM	TO	
0	2	top soil
2	14	clay, yellowish brown
14	18	sand, blue
18	29	gravel, coarse
29	35	gravel, fine
35	39	sand, medium
39	55	gravel, medium
55	60	gravel, oversized
60	71	gravel, fine
71	91	gravel, med. to coarse

Date Signed 24 August, 1957

Robert Aerni
Driller



Transfered
From

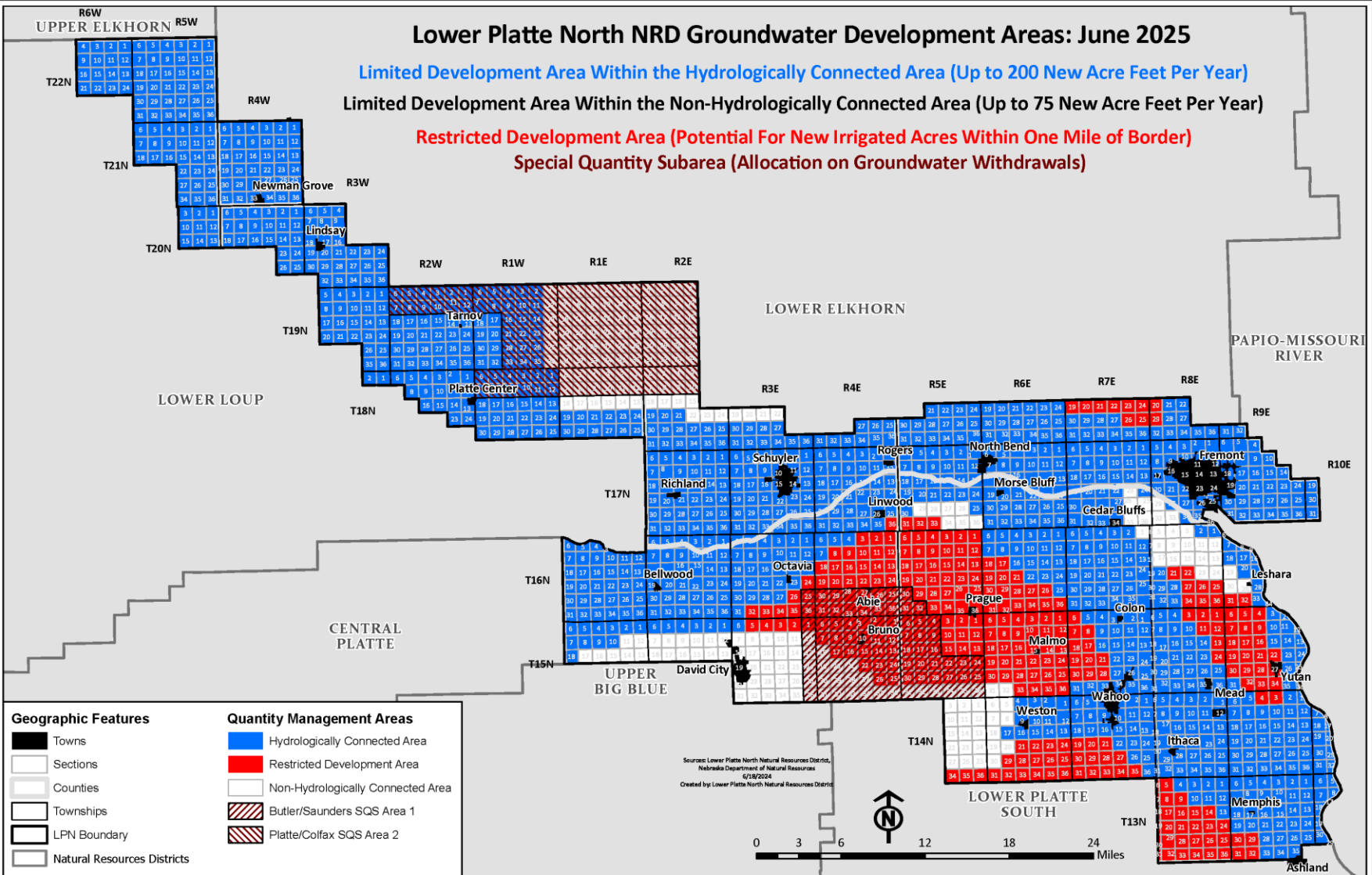
SE SE 21-15-15E
NE NE 28-15-15E

New
Location

SW S 25-15-5

Lower Platte North NRD Groundwater Development Areas: June 2025

- Limited Development Area Within the Hydrologically Connected Area (Up to 200 New Acre Feet Per Year)
- Limited Development Area Within the Non-Hydrologically Connected Area (Up to 75 New Acre Feet Per Year)
- Restricted Development Area (Potential For New Irrigated Acres Within One Mile of Border)
- Special Quantity Subarea (Allocation on Groundwater Withdrawals)



- Geographic Features**
- Towns
 - Sections
 - Counties
 - Townships
 - LPN Boundary
 - Natural Resources Districts

- Quantity Management Areas**
- Hydrologically Connected Area
 - Restricted Development Area
 - Non-Hydrologically Connected Area
 - Butler/Saunders SQS Area 1
 - Platte/Colfax SQS Area 2



S36 T18N R7E

County Road R

County Road R

County Road R

County Road R

County Road 118

County Road 118

County Road 118

County Road 118

County Road 118

County Road 118

County Road 118

County Road 118

1
Location of Pond

RegCD: G-083053

Well #: FR-06

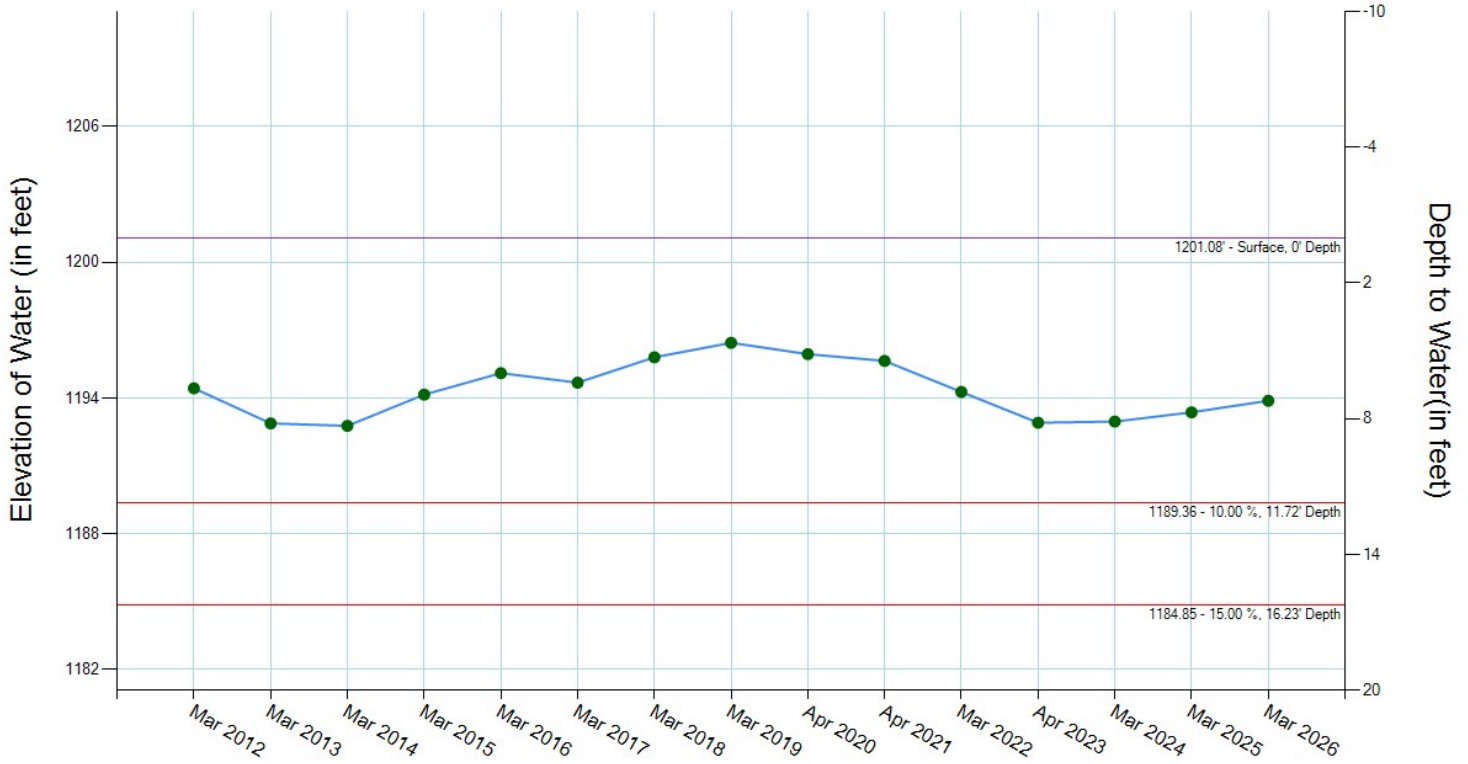
Region: Platte V.

County: Dodge

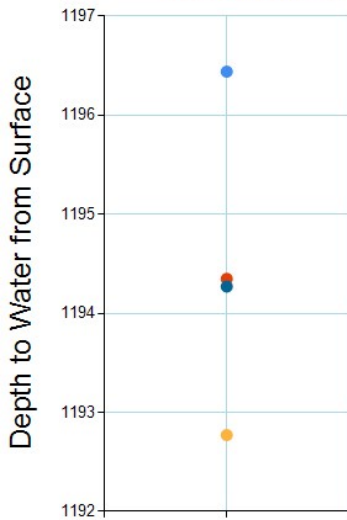
Legal: 18-8E-33

Owner Name: James L Poulas

Water Level Readings



Record Results



Historical Readings (date - reading)

03/01/2012 - 1194.4	03/01/2016 - 1195.1	04/01/2020 - 1195.9	03/27/2024 - 1193
03/01/2013 - 1192.9	03/01/2017 - 1194.7	04/05/2021 - 1195.6	03/27/2025 - 1193.4
03/01/2014 - 1192.8	03/29/2018 - 1195.8	03/24/2022 - 1194.3	03/26/2026 - 1193.9
03/01/2015 - 1194.2	03/27/2019 - 1196.4	04/04/2023 - 1192.9	

Well Modification Policy for Change of Use

DRAFT 4_2_2026

1. A well permit was issued by the LPNNRD for a certain water use category i.e. irrigation well.
2. The well permit is valid, as long if the change of use of the well is the same.
3. A landowner wants to change the use of well (like a pond or fire well) then approval is needed by LPNNRD Board before approving the change.
4. Nebraska DWEE utilizes a Well modification form for change of use.
5. The Board has the authority to deny the change of use and require a new well permit.
6. The Board can require that the existing well must be decommissioned correctly before applying for new well permit for different uses.
7. The new well permit will be reviewed and need approval by the Board before proceeding.
8. If an irrigation well is found being used for anything else the Board can require the well to be decommissioned.
9. Exception can be given to livestock that are being grazed on stalks for less than 6 months for water usage.
10. Exception can be made to irrigation wells that are used temporarily for fire protection.

Submit to:
Department of Water, Energy and
Environment
245 Fallbrook Blvd., Suite 100
Lincoln, NE 68521-6729
Phone: (402) 471-2186

**STATE OF NEBRASKA
DEPARTMENT OF WATER,
ENERGY AND ENVIRONMENT
WATER WELL REGISTRATION MODIFICATION
OWNER USE ONLY**

FOR DEPARTMENT USE ONLY

Date Filed _____ Owner Code No. _____ Registration No. _____
_____-_____-MOD__() _____NRD
WELL ID

ALL ITEMS IN SECTION 1 AND SIGNATURE IN SECTION 3 ARE REQUIRED

SECTION 1: **Check here if:** This form is also to be used to change the ownership of this well.

A. Well Owner's First Name _____ Last Name _____

OR Company Name _____

Attention Name _____

Address _____

City _____ State _____ Zip _____ Telephone _____

Email _____

B. Well Registration No. _____ (Only one number per form)

C. State Reason for Change: _____

CORRECTIONS NEEDED

Complete only those items being modified

SECTION 2:

A. If location of well needs to be corrected, fully complete the Legal description of the well including GPS Coordinates (latitude and longitude). Footage may be provided. **(1 & 2 REQUIRED)**

1. Well location: _____ ¼ of the _____ ¼ of Section _____, Township _____ North, Range _____ East/West, _____ County.

2. Latitude Degree: _____ Minute: _____ Second: _____ Longitude Degree: _____ Minute: _____ Second: _____ (NAD 83)

3. The well is _____ feet from the (North or South) section line and _____ feet from the (East/West) section line.
(circle one) (circle one)

B. Location of water use (give complete legal description) _____

For Irrigation Wells: Number of acres irrigated: _____

If the location of use is different than what is currently registered, and/or the number of acres irrigated is more than what is currently registered, and you are located in an area that has stays or a moratorium on newly irrigated acres, you **MUST** obtain the written approval of the Natural Resources District **PRIOR TO FILING THIS FORM**. This approval can be the submission of a separate Natural Resources District Approval form by the NRD.

(Natural Resources District)

(Signature of NRD Staff)

(Date)

C. Pump information.

1. Pumping rate: _____ gallons per minute.

2. Drop Pipe diameter: _____ Inches. 3. Length of drop pipe: _____ feet.

4. Pumping equipment installed: (m) _____ / (d) _____ / (y) _____. 5. Brand/Type: _____

6. Static Water Level: _____ feet.

7. Pumping water level: _____ feet.

8. Amount of time pumped: _____.

D. Change of use, complete items 1, 2 and 3. Identify use from this Listing: Dewatering (over 90 days), Domestic, Ground Heat Exchanger, Ground Water Source Heat Pump, Industrial, Injection, Irrigation, Livestock, Monitoring, Observation, Public Water Supply (with spacing (46-638), Public Water Supply (without spacing), Recovery, Other(if well use falls in this category – add specific use).

1. Well was used for: _____
(if necessary, please provide updated pump information)
2. New well use is: _____
3. Date of Change: _____

E. Active to Inactive (please check A or B) with or without pump

On _____, 20____, the water well is ____a) altered from active to inactive by removing the _____ inch pump and pumping column and properly capping the water well according to state standards or ____b) no longer in use but pump still in place with a water tight seal according to state standards. (§46-1207.02)

F. I certify that the well has been modified according to information given in section 2 C, E, or J, such that it will pump 50 gallons per minute or less. Pumping Rate: _____

Change to use (Check one of the following): Livestock Monitoring Observation
 nonconsumptive or de minimus use approved by the applicable natural resources district. State use: _____

G. Wells in a Series.

1. Is this well a part of a series? _____ Yes.
2. How many total wells in the series? _____
3. If one or more of the wells in the series is currently registered, give all well registration numbers: _____

H. Well Construction Information.

1. Total well depth: _____ feet.
2. Static water level: _____ feet.
3. Pumping water level: _____ feet
4. Well Construction began: (m)____/(d)____/(y)_____
5. Well Construction completed: (m)____/(d)____/(y)_____
6. Bore hole diameter in inches: Top____ Bottom _____
7. Casing and Screen Joints are: Welded____, Glued____, Threaded____, Other _____
8. Total Estimate Capacity of Well _____ gallons per minute (to be used to determine sustainability of aquifer)

I. Replacement and decommissioned/modified well information.

Department of Water, Energy and Environment Decommission/Modification Certification form or Notice of Decommissioning form is Required for replacement wells

1. Is this well a replacement well? ____Yes ____No
2. Registration number of original well: _____ If original well is not registered, date well construction completed (m)____/(d)____/(y)_____
3. Original well last operated (m)____/(d)____/(y)_____
4. Completion of original well decommission/modification on (m)____/(d)____/(y)_____
5. Complete location of water use of original well: _____

J. Well Construction Modification.

1. Total well depth: _____ feet.
2. Static water level: _____ feet.
3. Pumping water level: _____ feet
4. Well Modification began: (m)____/(d)____/(y)_____
5. Well Modification completed: (m)____/(d)____/(y)_____
6. Casing diameter in inches: Top____ Bottom _____
7. Casing and Screen Joints are: Welded____, Glued____, Threaded____, Other _____
8. Total Estimate Capacity of Well _____ gallons per minute (to be used to determine sustainability of aquifer)

SECTION 3:

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Water Well Owner's Signature

Date

The Department reserves the right to request verification of information provided.

D. Change of use, complete items 1, 2 and 3. Identify use from this Listing: Dewatering (over 90 days), Domestic, Ground Heat Exchanger, Ground Water Source Heat Pump, Industrial, Injection, Irrigation, Livestock, Monitoring, Observation, Public Water Supply (with spacing (46-638), Public Water Supply (without spacing), Recovery, Other(if well use falls in this category – add specific use).

1. Well was used for:

(If required by rule, provide NRD authorization for change of use.)

2. New well use is:

3. Date of Change:



NE053-1805E35-0003



2026

Lower Platte North NRD Basin Coalition IMP Report



Annual Report

Lower Platte North Natural Resources District

1/1/2026

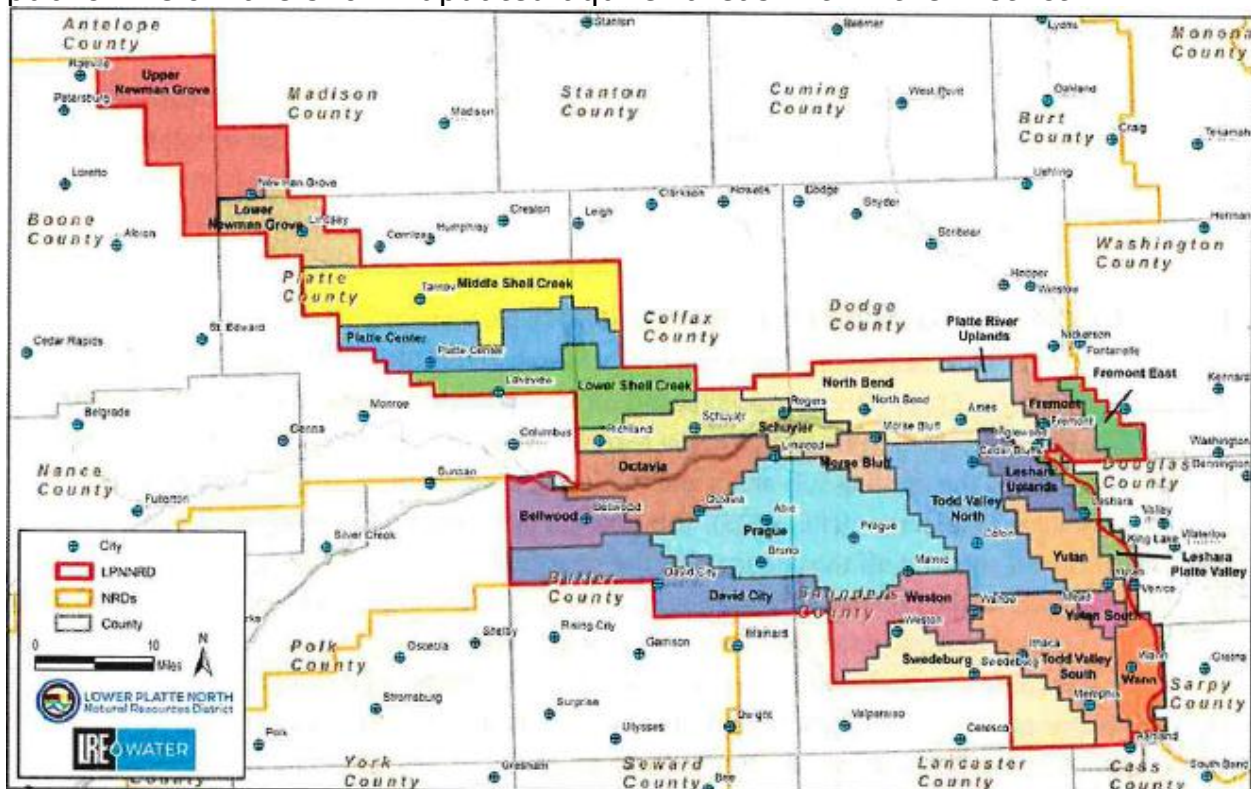
2026 Lower Platte North Natural Resources District Lower Platte Basin River Plan Report

Introduction

The report period is from January 1, 2025 to December 31, 2025.

Groundwater Management Plan Update

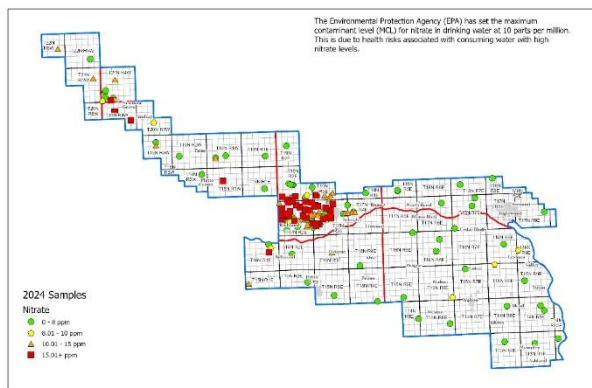
The District completed a draft Groundwater Management Plan with the final hearing slated for March 9. During the stakeholders' and committee meeting discussion a list of recommendations were developed to include in the plan. The recommendations were adoption of aquifer areas, expansion of observation network, alteration of the well scoring sheet, quantity trigger adjustments, re-evaluation of special quantity subareas, reassessment of water quality triggers and more transparency on quantity and quality information for a website. The District has already started the process on these recommendations with most of the recommendations plan on being completed in 2026 except for water quality and interactive website for the public. Below are shown updated aquifer areas within the District.



Water Quality Activities

The Lower Platte North (LPN) District is in its first full year of implementing a Phase 4 water quality management area within the Richland-Schuyler Phase 3 management area. This Phase 4 area shows nitrate levels over 15 ppm or uranium contamination over 30 ppb in 50 percent of the sampled wells. The first phase will be educating the producers on the rules and meeting with as many of them that we can. The NRD is in the last stages of producers installing water flow meter on their irrigation wells. Staff have informed all producers that meters will need to be installed before irrigation starts in 2026. The 80 lbs. prior to May 1st have readily been accepted with the rain received last summer assisted in reducing the leaching, but time will tell after water sampling is conducted in the future. The LPNNRD still have some interest in gravity to pivot/SDI conversions with EQIP funding and NRD tacking on extra funding with federal approval.

Still waiting on USGS report on the age-dating project with Lower Loup and Lower Platte North NRD. Some preliminary information from this study has shown some nitrate leaching within the last few years. This information will be shown to the producers when the report is provided explaining that leaching is not a 25 – 50 years ago issue.



2024 LPNNRD Nitrate Sampling



Water Sampling was very limited in 2025 with the amount of rainfall received. Staff are planning on doing extensive sampling in a few Wellhead Protection areas and Todd Valley. The NRD is trying to identify areas of higher concentrations of salts with more complaints each year received from well drillers and producers.

The map shows the nitrate results from 2024 with emphasis in the management areas and Shell Creek which was in last year's report.

Water Quantity Activities

With the recommendations provided from the Groundwater Management Plan the SQS #2 north of Columbus was re-evaluated with staff meeting with the producers showing adjusted boundaries and allocations. The plan presented is to divide into different areas and go to a 4-year 40 inch rolling allocation.

The three Lower Platte Basin NRDs along with DWEE continue working on a basin wide groundwater modeling project. This project is planned to be completed in 2026.

Well Permits Issued Approved, Cancelled or Denied

The Lower Platte North issued 24 wells permits in 2025. There were 19 irrigation wells, of which 3 were replacements and 2 supplemental wells. The NRD issued 5 other permits for research, extraction, fire protection, livestock and public water supply for a camp.

Water Use Information for Irrigation Wells

Total Number of Flow Meters – 1434 which 1350 are on irrigation systems.

Water Use from the Special Quantity Subareas (Allocated areas). The SQS areas are majority pivots except for a few pivot corners.

Overall Average: (Inches per acre)

SQS#1 – 0.69” in/ac

SQS#2 – 1.04” in/ac.

Rest of the District: 1.2 (includes more gravity field than SQS)

Public Outreach

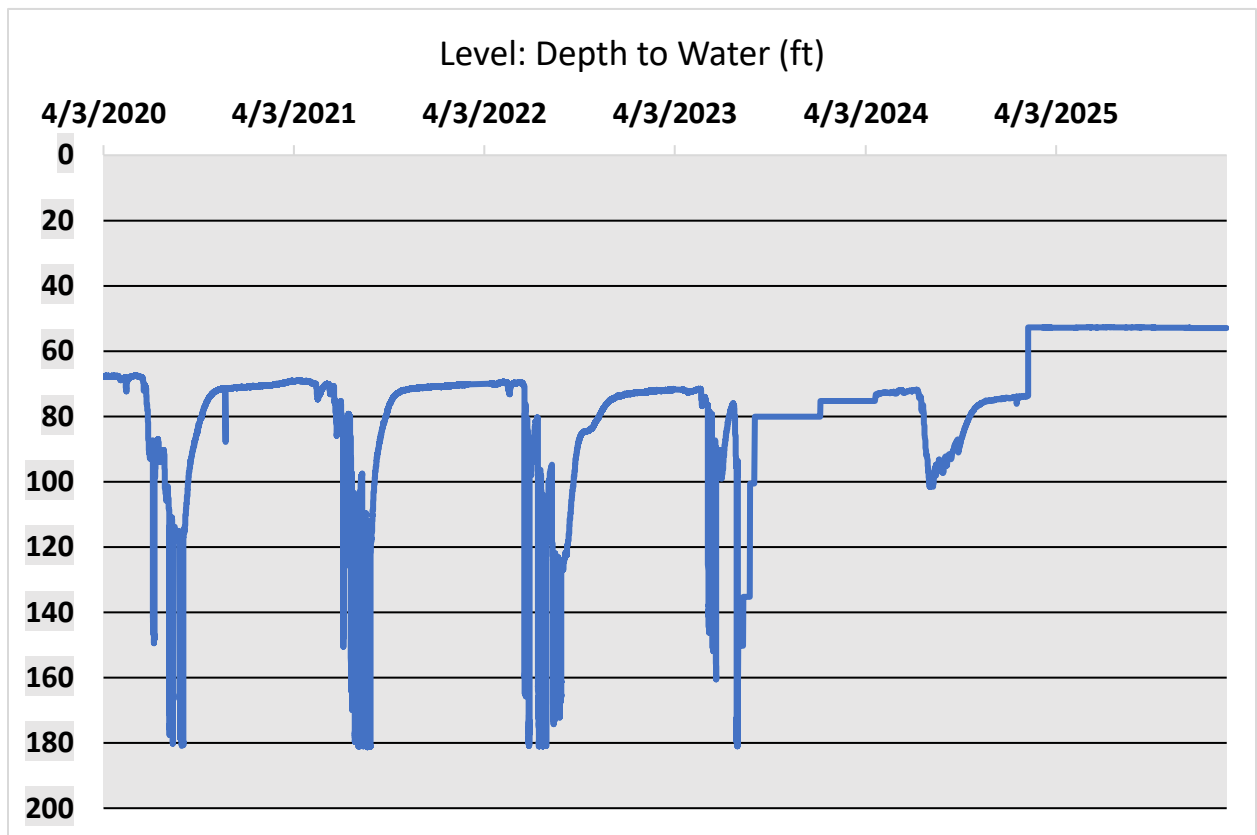
The District continue conducting nitrogen/irrigation certification meetings for producers with 200-300 in attendance. This year the NRD is utilizing Vtap as part of the certification. The District conducted open houses discussing the Groundwater Management Plan updates and has been involved with numerous school events with one event with DWEE involvement. The District publishes a newsletter that goes into the local newspapers with emphasis on the sandy soils and groundwater management plan. Along with the newsletter, the district has also begun using email blasts to provide producers with information on various programs, deadlines, and meetings. This additional public outreach has been met with a lot of positivity and appreciation from the producers of the district. The last email blast was delivered to 1,187 users with a 45% open rate. 90 of those users clicked on one of the links to view additional information.

Water Demand Inventory

The District is in year nine obtaining required water use reports for municipalities. Industrial and other high-capacity wells report voluntarily, unless they are drilled after 2012.

Water Supply Inventory and Groundwater Elevation Data

Lower Platte North static water measurements showed a rise of .74 feet from spring of 2024 to 2025. The water levels have only declined 0.39 feet from fall to spring of 2025. The NRD has 62 sites with dedicated data loggers. Shown is one of the sites north of Columbus showing water levels higher than the previous years.



Water Transfer Permits 2025 Granted:

None in 2025

Depletions and Groundwater Consumptive Uses Voided in 2025:

No sites were voided in 2025.

Stream gage measurements on District Maintained Gages: Lower Platte North gages are joint projects with USGS or NeDNR. LPN has 5 installed cameras on the lower part of Platte River with assistance from the USGS.

Water Banking Activities: None for 2025.

Streamflow Accretion Activities (new projects, conjunctive management projects, etc.): The NRD has started the construction of 3 dams on 2 sites on Wahoo Creek with 6 more planned.

Drought Management Plan

The Lower Platte North NRD has completed the district-wide Drought Management Plan. The Drought Management Plan helps to reduce district-wide impacts during drought events and aid the NRD in water resource management. This plan helps to identify potential best management practices, create educational and awareness materials, identify key municipality concerns, and identify future actions to implement mitigation strategies. Implementation of these components can be adopted to attain a more sustainable and stable water supply for all uses across the district.

A significant part of the planning process consisted of meeting with local communities and their public water systems to evaluate their drought vulnerabilities and understand available drought ordinances. The plan includes recommendations for drought mitigation strategies based on the outcomes from meetings with communities and the construction of a drought resilience matrix. Also included in the plan are community engagement and awareness material along with sample drought ordinances for communities to utilize and update to fit their needs. There are also recommendations for the Lower Platte North NRD that can be implemented to better aid in drought mitigation strategies. The outcome of this plan is a more sustainable and stable water supply for all uses across the district.

Municipal Water Uses

Name	Total Gallons (2024)	Total Gallons (2025)
MUD Platte West Water Production Facility	10,334,804,000	9,460,475,000
City of Fremont	9,458,948,000	5,032,054,000
City of Lincoln	5,841,820,110	6,210,268,410
City of Newman Grove	32,205,200	18,535,500
City of North Bend	64,440,000	58,082,511
City of Schuyler	376,856,000	
City of Wahoo(Colon Included 2025)	269,693,307	
Village of Abie	2,576,600	2,570,400
Village of Bellwood	-	
Village of Cedar Bluffs	25,147,232	19,819,060
Village of Ithaca	4,033,000	
Village of Lindsay	65,992,600	75,316,200
Village of Malmo	1,980,000	
Village of Mead	20,280,316	28,825,650
Village of Memphis	Not available	7,722,240
Village of Morse Bluff	3,600,000	
Village of Platte Center	19,348,203	
Village of Prague	9,639,000	12,322,000
Village of Rogers		
Village of Weston	13,948,027	13,756,100
Village of Yutan	49,132,000	27,391,000

David City (2025 includes Bruno)	163,436,066	248,275,000
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Lower Platte North Rural Water Systems supplies water to Bruno and Colon with David City and Wahoo supplying the water.

Other Water Uses

This list includes industrial, livestock and other.

Owner	2025 Water Usage Gallons
AGP	62,010
Barcel Mill & Lumber	855,088
Bruce Williams	581,563
Charles Folken Feed Yards	405,267
Crucible Farms Inc	155,192
Daniel L Lutjens	2,786,350
Dicke Feedyards LLC	36,669
Fremont Family YMCA	59,420,876
John J Kobza	47,127,000
Eisenmenger Bros. LLC	400,895,000
Malena Farms Inc	455,676,834
Mead Cattle Company LLC	255,272,009
PST Double D	29,802,999
Loseke Veterinary Services PC	62,048
Scott Cassel	2,831,405
Timothy J Mueller	3,785
Timothy Rickert	74,292,499

Certified Acres

All Irrigation	All Irrigation Ground	All Irrigation Surface	All Irrigation Comingled
Boone	28616.9	0	0
Butler	57950.29	674.85	373.27
Colfax	54694.54	238.65	1003.34
Dodge	51963.35	84.53	599.1
Madison	5848.86	0	0
Platte	94143.37	793.79	1090.89
Saunders	109345.99	2617.14	2050.97
Total	402563.3	4408.96	5117.57
HCA Irrigation	HCA Irrigation Ground	HCA Irrigation Surface	HCA Irrigation Comingled
Boone	28616.9	0	0
Butler	45781.82	605.15	84.45
Colfax	47794.65	202.35	1003.34
Dodge	51963.35	84.53	599.1
Madison	5848.86	0	0
Platte	80508.05	793.79	1090.89
Saunders	84568.87	2545.25	1819.39
Total	345082.5	4231.07	4597.17
Non-HCA Irrigation	Non-HCA Irrigation Ground	Non-HCA Irrigation Surface	Non-HCA Irrigation Comingled
Boone	0	0	0
Butler	12168.47	69.7	288.82
Colfax	6899.89	36.3	0
Dodge	0	0	0
Madison	0	0	0
Platte	13635.32	0	0
Saunders	24777.12	71.89	231.58
Total	57480.8	177.89	520.4

New Depletions and Groundwater Consumptive Uses 2024 Granted:

NRD Transaction ID	County	Township	Range	Range Dir	Section	Application Type	Change Date	Area (Acres)	Use of Irrigated Acres	SDF	Acre Feet Depletion
LPN-V-025-0672	Boone	21	5	W	22	expansion	10/15/2025	29.7	Crop Production	0.0906	0.61
LPN-V-025-0668	Saunders	17	7	E	33	expansion	10/15/2025	11.9	Crop Production	0.6316	1.69
LPN-V-025-0670	Saunders	16	7	E	28	new	10/15/2025	63.5	Crop Production	0.764	10.92
LPN-V-025-0666	Saunders	14	9	E	30	new	10/15/2025	92.1	Crop Production	0.594	12.31
LPN-V-025-0674	Colfax	18	3	E	33	expansion	10/15/2025	9.0	Crop Production	0.8931	1.81
LPN-V-025-0675	Colfax	18	3	E	33	expansion	10/15/2025	10.0	Crop Production	0.8931	2.01
LPN-V-025-0662	Platte	20	4	W	3	new	10/15/2025	123.4	Crop Production	0.049	1.37
LPN-V-025-0671	Saunders	14	8	E	22	new	10/15/2025	69.2	Crop Production	0.7898	12.30
LPN-V-025-0661	Platte	20	3	W	4	expansion	10/15/2025	67.5	Crop Production	0.0293	0.44
LPN-V-025-0669	Saunders	14	7	E	23	new	10/15/2025	70.6	Crop Production	0.7794	12.38
LPN-V-025-0673	Saunders	16	9	E	20	new	10/15/2025	25.0	Crop Production	0.8575	4.82
LPN-V-022-0585	Saunders	13	8	E	13	new	10/15/2025	123.0	Crop Production	0.8963	24.80
LPN-V-025-0660	Boone	21	5	W	11	new	10/15/2025	136.7	Crop Production	0.0648	1.99
LPN-V-025-0663	Platte	19	1	E	19	expansion	10/15/2025	74.6	Crop Production	0.0803	1.34
								Total Acres	906.20	Total Acre/Feet Depletions	88.79

Depletion Credits

No credits requested for 2025, but staff is in the process of reviewing applications from 2023 – 24.

Jake Pittman

Lower Platte North NRD

Evaluation Report

03/20/2026

Your equipment has been evaluated and this report summarizes our findings.

Equipment	Serial #
ProQuatro	21D104294

As Received (Tap Water)

Parameter	Result	Min	Max	Comments
Temperature	27.5	27.08	27.68	Pass
SpCond	1757			-1
pH	9.78			-1
DO%	54.3			-1

Tests

Test	Result	Min	Max	Comments
Temperature	27.5	27.08	27.68	Pass
SpCond Air	0.0	-1	0.005	Pass
SpCond 1.413	2200			Fail
pH 7 mV	-61	35	-35	Fail
Tested with FEI pH probe	N/A			N/A
pH 7 mV	-10.4	35	-35	Pass
pH 10 mV	-178.7	-140	-220	Pass
pH 4 mV	155.3	140	220	Pass
Slope (pH 7-10 mV)	168.3	165	185	Pass
Slope (pH 7-4 mV)	165.7	165	185	Pass
DO %	98.0			Pass
DO zero	1.9	-1	2	Pass

Parts/Labor

Part #	Description	Qty
1001	ProQuatro pH probe	1
5560	ProQuatro Temp/Cond Sensor	1
Tune Up	Tune Up	1

Repair Tech Comments

Reconditioned DO probe
pH probe needs replaced
Conductivity Probe Broken



Jake Pittman
 Lower Platte North NRD
 1616 County Road 17
 Wahoo, Nebraska 68066
 Tel. 402-443-4675

Quote: #161981
Contact: Justin Walters
Email: justin.walters@fondriest.com
Date: 03/23/26
Expires: 06/21/26

Notes: ProQuatro (21D104294)

Part #	Manufacturer	Description	Price	Qty	Total
Evaluation	Fondriest Repair	Instrument evaluation	\$0.00	1	\$0.00
005560	YSI	5560 temperature/conductivity sensor, 556 & Quatro	\$587.10	1	\$587.10
605101	YSI	1001 pH (ISE) sensor, Pro Series	\$223.25	1	\$223.25
Tune-Up Pro	Fondriest Repair	Tune-up YSI Pro Series water quality meter, includes all repair labor	\$249.00	1	\$249.00

Send Purchase Order To:
 Fondriest Environmental, Inc.
 2091 Exchange Court
 Fairborn, OH 45324
Phone: (888) 426-2151
Fax: (937) 426-1125
Email: customercare@fondriest.com

Subtotal: \$1,059.35
 Tax: \$82.35
 Shipping: \$38.51
Total: \$1,180.21

Delivery:
FOB Point: Origin
Freight: UPS - UPS Ground
Terms: Net 30 w/ approved credit
 Visa, MC, AMEX, Discover
Late Payments: 1.5% interest per month.
 3% surcharge for late payments
 made with credit card

[PLACE ORDER ONLINE](#)

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
1616 County Road 17
WAHOO, NEBRASKA 68066-0126

INVITATION TO BIDDERS

FOR

MONITORING WELL CONSTRUCTION
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

The Lower Platte North Natural Resources District (hereafter LPNNRD) is requesting proposals from qualified parties for monitoring well construction project for **Lower Platte North Natural Resources District, 1616 County Road 17, Wahoo, NE 68066** (hereinafter referred to as “LPNNRD”). It is our intent to receive sealed proposals from qualified Bidders, demonstrating the capability to provide the quality of product and /or service required to meet the needs and objectives of LPNNRD.

Vendors are requested to submit their proposal to LPNNRD. Proposals are due no later than the end of the business day, 4:30 pm, April 1st, 2026. Proposals received after this date will not be considered for award. Please send your proposal to LPNNRD, Attention Jacob Maslonka. Vendors are required to submit Proposal Pages 3 and 10.

Information contained in all proposals will be open for public inspection, after a review team has had the opportunity to evaluate all proposals.

Bidders are requested to submit a proposal, which is directly responsive to the items, conditions, specifications and other documents referred to in this Invitation to Bid.

Bidders are to respond to all requests for information and questions as listed in this Invitation to Bid. Bidders failing to provide requested information will be deemed non-responsive and their proposals will not be considered for award. All forms are to be completed and returned. Failure to complete the forms may disqualify your bid. These forms will be a primary source of information for the proposal evaluation process along with any additional response pages, exceptions pages, and other Bidder provided material LPNNRD may deem as informational to the selection and decision process.

All proposals must be valid for a period of at least ninety (90) days from the above date of bid opening.

LPNNRD reserves the right to reject any or all proposals, wholly or in part; to waive any technicalities, informalities, or irregularities in any proposal which does not materially affect the integrity or effectiveness of competitive bid process; and unless otherwise specified by the Bidder on their proposal, to accept any item or group of items in the proposal.

LPNNRD reserves the right to evaluate bids in detail, as provided in this invitation to Bidders, and to award a contract for purchase which, in the exercise of reasonable discretion, LPNNRD determines to be in its best interest.

If no responsive bids are received, LPNNRD reserves the right to negotiate on the best terms and conditions at the best possible price. Cost of project/service, along with completion date will be prime consideration for award.

LPNNRD reserves the right to conduct discussions with any or all respondents to this request for the purpose of clarification and modification. Discussion and negotiations may include, but is not limited to scope of work, schedule, and price.

Lower Platte North NRD

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
511 COMMERCIAL PARK ROAD, P. O. BOX 126
WAHOO, NEBRASKA 68066-0126

FOR
MONITORING WELL CONSTRUCTION
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

I/We, the undersigned, having carefully examined all the specifications and special conditions of this proposal, and fully understanding the types and qualities required, hereby propose to supply the following item(s) and/or services, certifying that each of these meets all the specifications and conditions requested, except as noted and that all prices stated include all cost such as, but not limited to equipment, supplies, services, labor, manufacturing, packing, crating, insurance, transportation, delivery, installation, training, service under warranty, etc. **FOB Lower Platte North Natural Resources District, 1616 County Rd 17, Wahoo, NE 68066** (hereinafter referred to as "LPNNRD"). It is further understood and agreed that project start and completion dates are critical in this contract. The successful Bidder agrees to start this project between June 15 and December 15, 2026 and will continue as scheduled until the well is drilled, constructed, developed and the site restored according to the terms of this contract or as determined by LPNNRD. The period of performance will not exceed 90 working days or January 15, 2026. LPNNRD may assess a penalty of \$100 per day after February 1, 2027 for failure to complete installation of the monitoring well and the site restored to near pre-construction conditions unless a good cause can be shown.

SEE ALL ATTACHED PROPOSAL SPECIFICATION PAGES

All questions regarding this bid, including those of a technical nature, are to be directed to Daryl Andersen or Jacob Maslonka, phone (402) 443-4675, email jmaslonka@lpnnrd.org.

*******IMPORTANT CONTRACTOR INFORMATION – MUST BE COMPLETED BELOW*******

Payment Terms: ___ % ___ Days. Amendments Received No. ___ Through ___ Acknowledged.

Are You Incorporated? _____. _____
Federal Identification Number

Firm Name

By (Please Type Your Name)

Address

Signature

City and State

Zip

Title

Date

Area Code/ Phone #

Area Code/Fax #

I N D E X

**SPECIFICATIONS FOR DRILLING AND
INSTALLATION OF MONITORING WELLS..... Pages 5 - 9**

PROPOSAL PAGE Page 10

**ATTACHMENT #1
TEST HOLE AND WELL DEPTH ESTIMATES..... Page 11**

**ATTACHMENT #2
AERIAL PHOTO, LOCATIONS..... Page 11**

**ATTACHMENT #2
TEST HOLE INFORMATION..... Page 12**

**ATTACHMENT #3
MONITORING WELL SCHEMATICS..... Pages 13 & 14**

**SPECIFICATIONS FOR DRILLING AND
INSTALLATION OF MONITORING WELLS**

Purpose:

To construct TWO monitoring wells side by side in LPNNRD. The primary objectives are to construct and develop monitoring wells to be utilized for water level measurements and water quality sampling.

Drilling Sites:

Attachment 1 (Page 11) lists estimated total depths, screened intervals, and water levels.

Attachment 2 (Pages 11 & 12) provides the site location, aerial photograph and geologic log reference information. Attachment #3 (Pages 13 & 14) provides the example Well Schematics (not to scale)

The exact location of the well site has been determined by LPNNRD. The Contractor will be responsible for the site preparation for the drilling equipment and contacting Diggers Hotline.

If upon examination of the exact drilling site the Contractor finds any condition that prevents drilling to the specifications of this contract, the Contractor shall promptly notify LPNNRD.

Drilling Procedures:

Monitoring Well boreholes shall be drilled by direct rotary method using a minimum of 8-inch diameter drill bit. The Contractor will construct or furnish mud retention pits of sufficient volume to accomplish the required drilling procedures. The quality and flow rate of the drilling fluid shall be maintained to ensure proper borehole stability.

The borehole shall be drilled to a depth specified by the LPNNRD representative and as specified in this "Request for Bids."

Monitoring Well Installation Procedures:

In general, monitoring wells will be installed following the guidelines set forth in the EPA publication "**Handbook of Suggested Practices For The Design and Installation of Groundwater Monitoring Wells**". All construction material and methods will meet the requirements set by the Nebraska Department of Health and Human Services in Article 12 "Water Well Standards", Specifically Title 178 NAC 12.007. Attachment 3, pages 13 & 14, provides example monitoring well schematics.

The monitoring well borehole shall be sufficiently straight and of sufficient diameter to allow for installation of 4-inch ID casing and tremie pipe required for grout placement. Nominal 4-inch ID Schedule 40 threaded and flush-joint PVC casing and appropriately sized screen slot and filter pack material to suit the formation screened. The casing, end cap, screens, and centralizers will be provided by the Contractor. The protective casing shall be provided by contractor.

The borehole depth shall be specified by the LPNNRD representative. One well has an estimated depth of 120 feet and the other well is estimated to have a depth of 220 feet. Bottom screen will have flush end plug at the bottom. No glue or solvents are allowed. Centralizers will be set above each screen. All screens will be 10-foot in length with a screen slot of 0.01.

A filter pack consisting of *graded silica sand (16/35 mesh, or as appropriately matched to the formation and screen slots)* will be used for the well. The top of the filter pack shall be measured frequently with the end of the

tremie pipe or a weighted tape, after allowing adequate time for settling. The filter pack shall be placed from the borehole bottom to 5 feet above the top of the screen.

A bentonite chip or pellet seal shall be placed above the filter pack. A bentonite slurry shall be placed above the chip seal. The grout will be mixed in a grout mixer according to the manufacturer's recommendations and pumped through a tremie pipe from the top of the chip seal to 6 feet below the ground surface. The grout will be allowed to cure sufficiently prior to installation of the upper 3-foot pellet bentonite seal within 10 feet of the ground surface.

The upper 3 feet of the borehole will be enlarged to a 3-foot diameter, centered around the borehole and finished off with a above ground protective steel casing set in concrete. The protective casing shall consist of a minimum of 6" x 6" x 6' steel well protector. The total length will be 6-foot long. The steel protective casing will be provided by contractor. The above ground protective steel casing will be centered around the PVC riser. The finish grade of the concrete shall be sloping away from the steel casing so that surface water will flow away from the well. The LPNNRD will install guard posts around the well after the Contractor has completed all work outlined in the Contract Agreement.

Well Development:

The Contractor shall develop the monitoring wells using **compressed air**. The bentonite grout shall be allowed to set for 24 hour before development takes place. The well shall be developed for a minimum of six hours or longer until the water produced by the well contains no sediment or unnaturally occurring chemicals and a good connection exists between the formation and the well.

Permission to Drill:

LPNNRD will obtain permission from the property owner to drill at the site.

Site Preservation and Restoration:

After completion of all other work described herein, the site shall be restored as nearly as possible to its original condition. Such restoration will include, but is not limited to, the following:

1. All Contractor's equipment shall be removed from the site.
2. Holes, depressions, and tire tracks shall be smoothed out.
3. Any fences removed or damaged will be reset or replaced.
4. Debris associated with the drilling shall be removed.

The work specified in this contract shall not be considered complete, nor shall the final invoice for the work be approved, until site restoration is completed to the satisfaction of the LPNNRD representative.

Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements:

The Contractor shall preserve and protect all structures, equipment, and vegetation on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The contractor shall repair any damage to structures, equipment, or vegetation associated with the drilling operations.

Supervision:

At least one representative of LPNNRD will normally be present at all times during the drilling and installation of the monitoring wells. These LPNNRD representatives will act as inspector and supervise well construction and material placement. These representatives will issue the necessary orders to accomplish the goals of the program as provided by these specifications.

The presence or absence of these representatives from the drilling site will in no way relieve the contractor of the responsibility for prosecuting all work diligently and thoroughly as specified in this contract.

Inspection and Acceptance:

All inspections and acceptance will take place at the drill site. Inspection of final products will be conducted by the LPNNRD Representative and will consist of examination for 1) compliance with these specifications; 2) thoroughness with respect to content; and 3) quality with respect to generally acceptable professional standards.

Representative of the Contractor:

The Contractor shall have an experienced foreman or driller, with full authority to act on behalf of the contractor directing all field operations. This representative shall be experienced in the operation and maintenance of their equipment, installation of casing, and well development as described herein. This representative must be acceptable to the LPNNRD Representative. In the event that the Contractor Representative becomes unacceptable, the Contractor shall receive written notice from the LPNNRD Representative and shall replace him with an acceptable representative within five (5) working days of receipt of the notice.

Contractor:

The Contractor should understand the geology and the type of material (lithology) of the area in order to provide the necessary and proper drilling tools, sampling tools, etc. The drilling unit and equipment shall be in good working condition and of such capacity as to drill a hole of sufficient depth and diameter to accommodate the required 4-inch ID casing and tremie pipe for grout placement.

The Contractor will furnish all necessary equipment, tools, supplies, fuel, labor, materials, and anything else necessary for drilling, sampling, well construction, well development, and site restoration involved with this program.

The Contractor shall maintain all equipment in satisfactory operating condition for the duration of the contract. If based on the work completed to date, the equipment is considered unsatisfactory by the LPNNRD representative, thus endangering performance under this contract, the contractor shall be notified of such in writing, and a copy of such notification shall be sent to the contracting officer for corrective action. The Contractor shall then cease work immediately and within ten (10) days of receipt of notice, replace the unsatisfactory equipment with equipment approved by the LPNNRD representative.

The Contractor shall assume all responsibility for damage to their equipment, whether from the elements, vandalism, operation under the contract, or movement to, from or between drilling locations.

The Contractor shall provide all water for drilling. The water used for drilling must be fresh water and must be approved by the LPNNRD representative. No contaminated or polluted water shall be used in the drilling process. Suitable water generally may be available at the drill site.

Contractor's personnel shall be experienced in operation and maintenance of their equipment, the installation of casing and screen, and well development as described herein.

All work will be performed by the Contractor.

Abandoned Hole:

A satisfactory well that is acceptable under these specifications shall be completed to the depth designated by the LPNNRD Representative and sufficiently straight to allow for installation of monitoring equipment. Any hole that does not satisfy the requirements described herein and which cannot be made acceptable shall be declared an abandoned hole. Any hole in which the contractor voluntarily stops work and/or fails to complete in a satisfactory manner shall be considered as abandoned by the Contractor.

No payment will be made for the drilling, casing and completion materials, or development of the abandoned well. An abandoned well shall be filled according to Nebraska State Health Department rules and regulations and all applicable state laws of Nebraska by the Contractor at the Contractor's own expense. The contractor shall then move to another LPNNRD designated location and drill a second hole in accordance with these specifications.

Accidents:

The Contractor will be liable for any and all accidents or damage to persons, equipment, or property incurred during the execution of this contract.

Insurance:

Contractor's Certificate of Insurance – successful Bidders will be required to furnish an Insurance Certificate verifying General Liability of \$1,000,000.00; Personal Injury of \$500,000.00; Product & Completed Operations Aggregate of \$1,000,000.00; Medical Expense (Any one person) of \$5,000.00; Each Occurrence of \$500,000.00. Certificate will be supplied with their bid. This certificate will be kept on file at LPNNRD.

Laws To Be Observed:

The Contractor will be responsible for being familiar with and complying with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of this work and will at all times observe and comply with the applicable requirements.

Licenses:

The successful Contractor or Contractors must be currently licensed in the State of Nebraska for the drilling and installation of wells.

Site Investigation:

All interested Contractors should satisfy themselves on the surface and subsurface conditions, which can affect the progress of work or associated costs. The Contractor will be responsible for examining the vicinity of the drilling sites in order to acquaint themselves with local conditions in general and the drilling sites in particular. No allowance will be made after award for any errors regarding accessibility to the sites, site condition, or location.

Working Schedule:

All drilling shall be done during daylight hours of a 5-day work week (Monday through Friday) unless otherwise mutually agreed upon by the LPNNRD representative and Contractor representative. If it is necessary to continue into hours of darkness, sufficient lighting shall be provided by the Contractor so that work may be carried out in a safe and efficient manner.

Commencement of Project:

All work can start by June 15, 2026 and will continue as agreed upon by LPNNRD and the contracted driller (“Cooperative Agreement”). Within five days of completion of monitoring well construction the drilling sites are to be restored to a condition determined by LPNNRD.

Upon award of the contract a drilling schedule will be mutually agreed upon by the LPNNRD Representative and the Contractor.

Period of Performance:

The period of performance shall not exceed 90 working days or February 1, 2027. LPNNRD may assess a penalty of \$100 per day after February 1, 2027 for failure to complete installation of these monitoring wells and the sites restored to near pre-construction conditions unless a good cause can be shown.

PROPOSAL PAGE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT/PRICE</u>
A.	Monitoring Well Drilling and Construction	Price Per Linear Foot	\$ _____
B.	Threaded and Flush Joint PVC		
	1. Plain Casing 4" ID Price Per	Linear Foot	\$ _____
	2. Slotted Screen 4" ID Price Per	Linear Foot	\$ _____
C.	Well Development	Price Per Well	\$ _____
D.	Protective Casing Installation and Pad	Price Per Well	\$ _____

COMPANY: _____

ADDRESS: _____

TOWN: _____

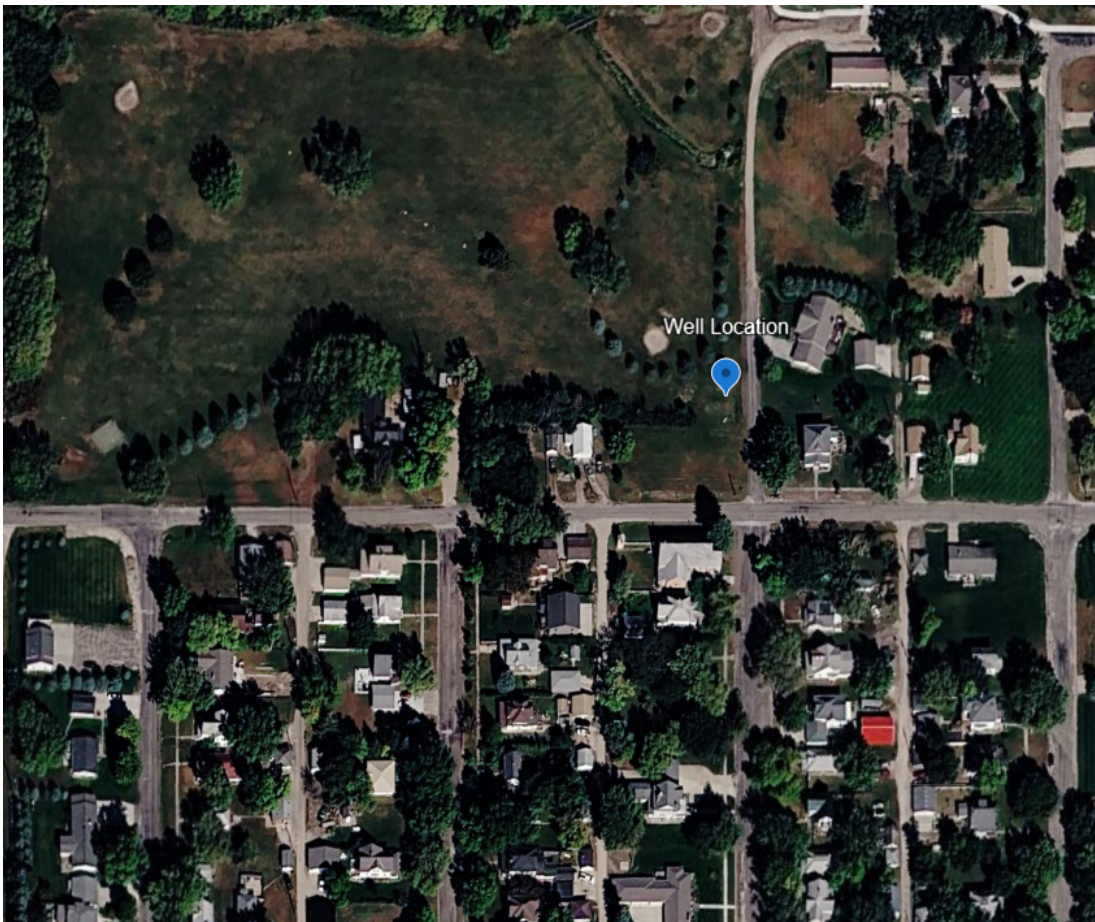
PRINTED NAME: _____

SIGNATURE: _____

ATTACHMENT #1
Well Depth Estimates

Site Number	Total Well Depth-ft	Filter Pack Depth-ft	GPS Coordinates	Screen Depth-ft
01-LPN-26	120	105 - 120	N 41°45'00.18" W 97°46'51.43"	110-120
02-LPN-26	220	205 - 220	N 41°45'00.18" W 97°46'51.43"	210-220

Attachment #2 Well Locations



41°45'00.18"N 97°46'51.43"W

ATTACHMENT #2

Nearest CSD Test Hole Information 35-A-55 (~11 feet higher ground elevation, ~2.6 miles southwest for deeper 02-LPN-2026 well reference):

Stratigraphy

System	Series	Group	Formation	Member	Top (Feet)	Bottom (Feet)	Notes
Quaternary					.0	215.0	
Tertiary	Miocene	Ogallala			215.0	380.0	
Cretaceous	Upper Cretaceous	Colorado	Niobrara		380.0	420.0	

Lithology

Lithologic Unit Description		Top (Feet)	Bottom (Feet)
Road fill and soil	dark brownish gray	.0	2.0
Silt	slightly clayey, medium to light yellowish gray, contains some limy nodules from 5 to 15 ft, contains a trace of snail shells below 15 ft, slightly calcareous from 5 to 40 ft, mottled gray from 25 to 30 ft	2.0	43.0
Silt	moderately clayey with a trace of very fine sand, dark brownish gray, moderately to very clayey, medium brown below 47 ft, slightly sandy, contains very fine to fine sand below 50.5 ft	43.0	54.5
Clay	very silty, medium brown, contains a trace of very fine sand, light brown below 55 ft	54.5	62.5
Silt	very to moderately clayey, slightly to moderately sandy, in part very sandy, light brown, contains very fine to medium sand from 75 to 80 ft and from 100 to 102 ft, medium brown from 93.3 to 95 ft	62.5	105.0
Silt	slightly to moderately clayey, light brown, contains a trace of very fine to fine sand	105.0	115.0
Silt	slightly clayey, slightly sandy, light brown, contains very fine to fine sand, moderately to very sandy from 118 to 120 ft, slightly to moderately sandy from 120 to 121 ft	115.0	125.0
Silt	slightly clayey, light brown, trace to slightly sandy, contains very fine to fine sand, moderately clayey from 142.5 to 144 ft, very clayey below 144 ft	125.0	146.8
Clay	very silty, light brownish gray, contains a trace of very fine to fine sand below 155 ft	146.8	160.0
Silt	very to moderately clayey, slightly to very sandy, light brownish gray, contains very fine to medium sand	160.0	165.0
Sand	light brownish gray, texture grades from very fine to fine with some very coarse silt	165.0	166.5
Silt	slightly clayey, moderately to very sandy, light brownish gray, contains very fine to fine sand	166.5	170.5
Silt	slightly clayey, light brown, coarse textured silt with a trace of very fine sand	170.5	177.5
Silt	slightly clayey, light yellowish gray	177.5	183.5
Silt	moderately clayey, slightly sandy, light brownish gray, contains very fine to medium sand, very sandy with some coarse sand below 185.5 ft	183.5	189.0
Sand and gravel	texture grades from fine sand to fine gravel with a trace of medium gravel, well sorted, contains much very coarse sand (about 15 percent gravel)	189.0	194.7
Silt	slightly clayey, slightly sandy, medium brownish yellow	194.7	195.0
Sand and gravel	texture grades from coarse sand to fine gravel with some medium gravel (about 30 to 35 percent gravel), slightly finer below 200 ft, well sorted (about 10 to 15 percent gravel)	195.0	215.0
Silt	very clayey, trace to very sandy, light brown, white, slightly calcareous from 217.5 to 219 ft, light olive gray below 219 ft, contains very fine to fine sand	215.0	220.8
Sand and some gravel	texture grades from medium sand to fine gravel with some medium gravel (about 5 percent gravel)	220.8	223.0
Silt	moderately clayey, very sandy, light olive gray, contains very fine to fine sand with interbedded siltstone below 225 ft	223.0	230.0
Silt	slightly clayey, very sandy, light olive gray, contains very fine sand	230.0	248.0
Silt to siltstone	moderately sandy, light olive gray, contains very fine sand	248.0	250.0

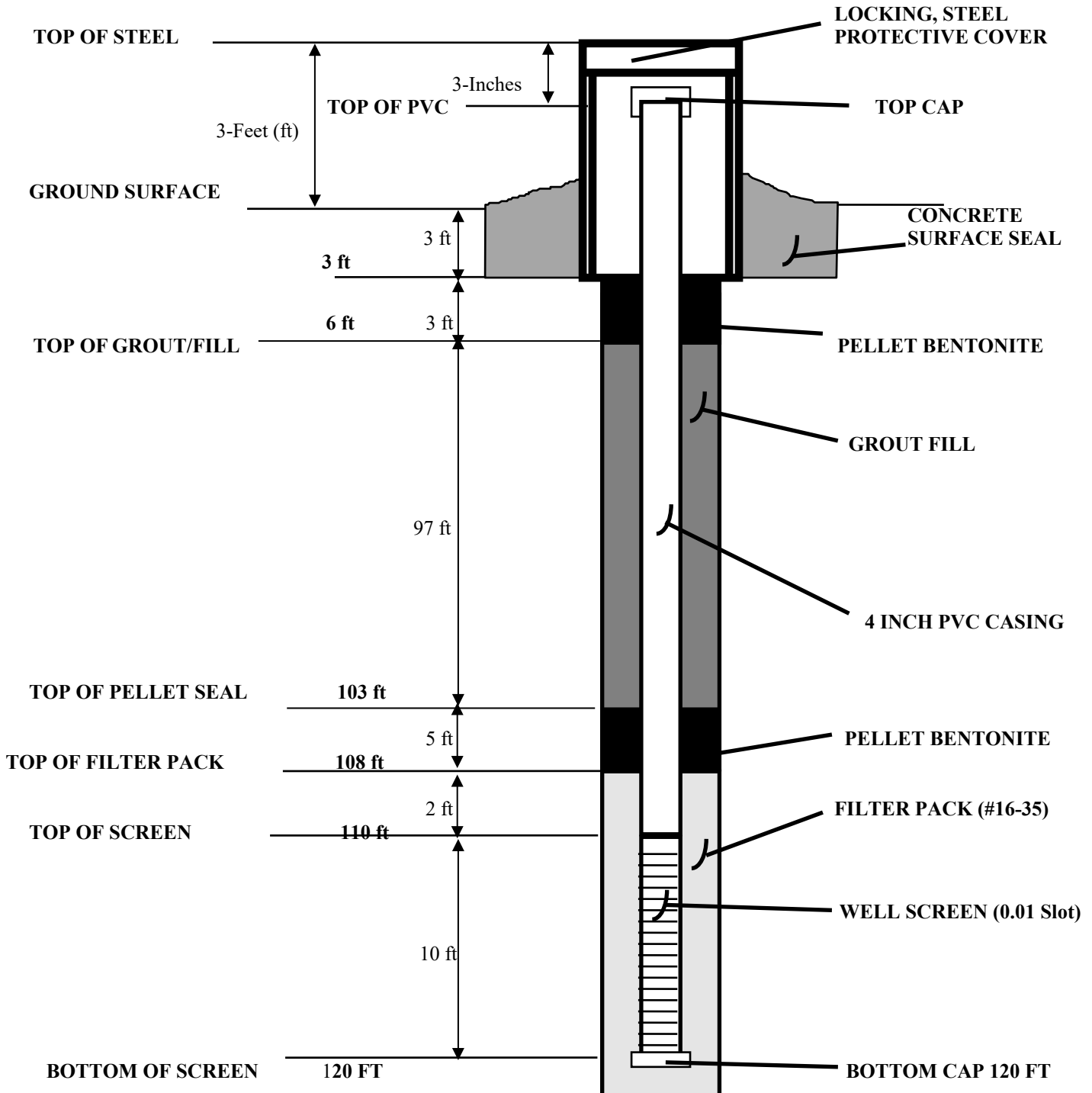
NOTE: CSD Test Hole with downhole geophysical log planned the week of May 11, 2026 for the Newman Grove Location in Section 33 T21N R4W Madison County. The deeper estimated 220-foot well could have materials similar to the sand and gravel logged at 35-A-55 (highlighted above) or could be fine sand, sandstone in the screen interval (deeper existing registered well logs in Section 33). Local registered well logs reviewed for the estimated 110-foot well are screened in roughly 20 to 30 feet of sand and gravel or gravel with clay above in roughly the top 80 feet.

ATTACHMENT #3 (Not to scale)

Section 33, Township 21 North, Range 4 West, Madison County

ATTACHMENT # 3 Monitoring Well Schematic, for Well Site 01-LPN-26

4 INCH CASING WITH 6-8 INCH COVER

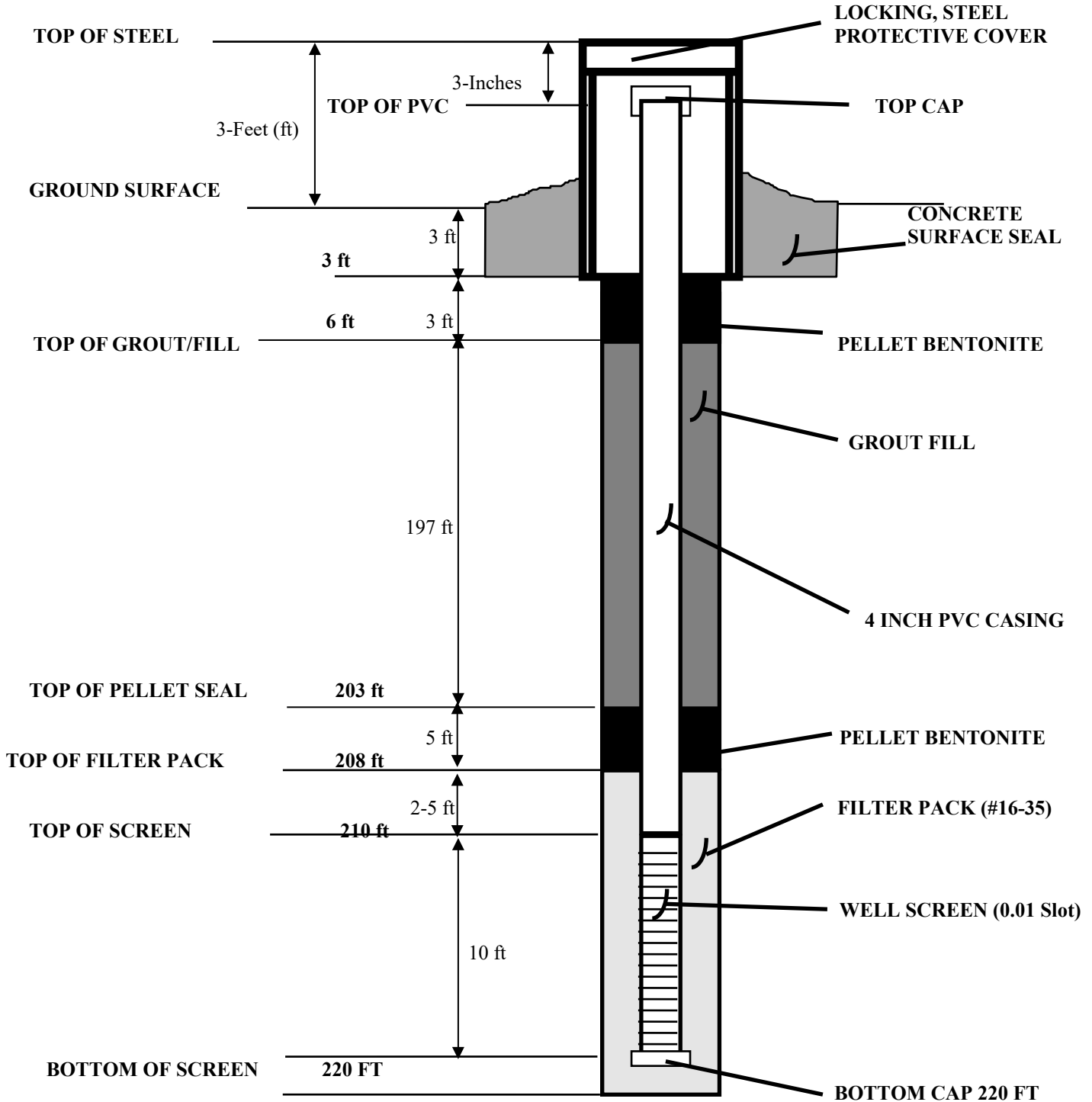


ATTACHMENT #3 (Not to scale)

Section 33, Township 21 North, Range 4 West, Madison County

ATTACHMENT # 3 Monitoring Well Schematic, for Well Site 02-LPN-2026

4 INCH CASING WITH 6-8 INCH COVER



LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
511 COMMERCIAL PARK ROAD, P. O. BOX 126
WAHOO, NEBRASKA 68066-0126

**FOR
MONITORING WELL CONSTRUCTION
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT**

I/We, the undersigned, having carefully examined all the specifications and special conditions of this proposal, and fully understanding the types and qualities required, hereby propose to supply the following item(s) and/or services, certifying that each of these meets all the specifications and conditions requested, except as noted and that all prices stated include all cost such as, but not limited to equipment, supplies, services, labor, manufacturing, packing, crating, insurance, transportation, delivery, installation, training, service under warranty, etc. **FOB Lower Platte North Natural Resources District, 1616 County Rd 17, Wahoo, NE 68066** (hereinafter referred to as "LPNNRD"). It is further understood and agreed that project start and completion dates are critical in this contract. The successful Bidder agrees to start this project between June 15 and December 15, 2026 and will continue as scheduled until the well is drilled, constructed, developed and the site restored according to the terms of this contract or as determined by LPNNRD.

The period of performance will not exceed 90 working days or January 15, 2026. LPNNRD may assess a penalty of \$100 per day after February 1, 2027 for failure to complete installation of the monitoring well and the site restored to near pre-construction conditions unless a good cause can be shown.

SEE ALL ATTACHED PROPOSAL SPECIFICATION PAGES

All questions regarding this bid, including those of a technical nature, are to be directed to Daryl Andersen or Jacob Maslonka, phone (402) 443-4675, email jmaslonka@lpnnrd.org.

*******IMPORTANT CONTRACTOR INFORMATION – MUST BE COMPLETED BELOW*******

Payment Terms: 100% 45 Days. Amendments Received No. Through Acknowledged.

Are You Incorporated? yes. 61-1502241
Federal Identification Number

Dvorak Well
Firm Name By (Please Type Your Name) Steve Dvorak

1260 Foothill Rd
Address Signature [Signature]

North Bend Ne, 68649
City and State Zip Title President / Owner

3-30-26 402-670-4382 Email Steve@dvorakwell.com
Date Area Code/ Phone # Area Code/Fax #

License # 39430

INDEX

boring Well Drilling
 construction

Price Per
Linear Foot

\$ 95.00

Threaded and Flush Joint PVC

1. Plain Casing 4" ID Price Per
 Linear Foot

\$ 20.00

2. Slotted Screen 4" ID Price Per
 Linear Foot

\$ 25.00

C. Well Development Price Per Well \$ 3,000.00

D. Protective Casing Installation and Pad Price Per Well \$ 3,800.00

COMPANY: Dvorak Well

ADDRESS: 1260 Foothill rd

TOWN: North Bend

PRINTED NAME: Steven J Dvorak

SIGNATURE: 

**ATTACHMENT #1
Well Depth Estimates**

Site Number	Total Well Depth-ft	Filter Pack Depth-ft	GPS Coordinates	Screen Depth-ft
01-LPN-26	120	105 - 120	N 41°45'00.18" W 97°46'51.43"	110-120
02-LPN-26	220	205 - 220	N 41°45'00.18" W 97°46'51.43"	210-220

Attachment #2 Well Locations

AMENDMENT #6

TO THE COOPERATIVE AGREEMENT SIGNED June 24, 2015

between the

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

and

**THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA ON BEHALF OF
THE UNIVERSITY OF NEBRASKA-LINCOLN THROUGH ITS
CONSERVATION AND SURVEY DIVISION,
SCHOOL OF NATURAL RESOURCES**

THIS AMENDMENT is made and entered into this 12th day of May, 2025, to modify the original AGREEMENT signed on the 24th day of June, 2015 by the Lower Platte North Natural Resources District (hereinafter referred to as the LPNNRD) and the Conservation and Survey Division, School of Natural Resources of the University of Nebraska-Lincoln (hereinafter referred to as the CSD).

THEREFORE, IT IS MUTUALLY AMENDED THAT:

- (1) **PERIOD:** This AMENDMENT shall be in effect from July 1, 2025 to June 30, 2028 unless terminated or amended by the terms of the AGREEMENT.
- (2) **STATEMENT OF WORK:** Specific elements listed in the attached proposal, herein referred to as Attachment #1 are expanded to include such actions as: ground-based geophysical measurements, related assessment fieldwork and additional technical expertise.
- (3) **PRINCIPAL INVESTIGATORS** Kathleen Cameron, Eastern Nebraska Water Resources Assessment (ENWRA) Coordinator/CSD Hydrogeologist shall be the principal investigator for the project (50%). Jesse Korus CSD Assistant Professor (30%), Matt Marxsen lead driller of CSD (10%), and Susan Lackey (10%) will be co-principal investigators for the project.
- (4) All portions of the original AGREEMENT remain in effect.

LOWER PLATTE NORTH
NATURAL RESOURCES DISTRICT

By  Date 5/12/25

CONSERVATION & SURVEY DIVISION
OF THE UNIVERSITY OF NEBRASKA

By R. M. Joekel Date 05/23/2025 | 15:56 CDT

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

By Suzan G Lund Date 05/23/2025 | 10:26 CDT
Suzan G Lund

Interim Director, Sponsored Programs

ATTACHMENT #1

Test-hole Drilling, Logging and Surveying Program for the Lower Platte North Natural Resources District

The Lower Platte North Natural Resources District (LPNNRD) has a complex assemblage of aquifers which supply most of the water used for irrigation and drinking. The LPNNRD has future plans to drill test-holes, record down-hole data, and collect geophysical and hydrogeologic measurements to establish baseline information about groundwater quality, quantity, and aquifer composition.

Conservation and Survey Division (CSD) scientists will perform preliminary hydrogeologic analyses to determine the most appropriate drilling and surveying sites. These will be reviewed with the LPNNRD staff that will be responsible for obtaining landowner permission for site access for test-hole drilling and geophysical/hydrogeologic measurements. CSD will drill the test-holes and conduct the geophysical/hydrogeologic measurements and surveys. The LPNNRD will provide staff on-site during fieldwork to interact with the public and assist the CSD as needed.

At the time of drilling, samples will be collected by CSD geologists to adequately represent the types of material encountered during the drilling operation. These samples will be described both in the field and in the laboratory to determine the lithologic composition and stratigraphic nomenclature of the test-hole. At the completion of drilling operation for each rotary test-hole, a geophysical log suite will be obtained using CSD's equipment and personnel. Measurements will include natural gamma, single-point resistance, spontaneous potential, 16- and 64-inch normal resistivity, lateral resistivity, fluid resistivity and fluid temperature. The geophysical log suite will aid in the interpretation of lithology and, in some instances, provide information on hydraulic properties of various units encountered within the test-hole. Some locations may be wire-line cored in lieu of rotary drilling depending on schedule, budget and depth of drilling.

At the time of ground based geophysical surveys and/or hydrogeologic related measurements (if applicable) CSD will collect, process and interpret the field data and provide information on the hydrogeologic properties of various units encountered.

Once the interpretation phase is complete, the drilled samples will be placed in CSD's test-hole repository and the geophysical/hydrogeologic data uploaded to the Nebraska GeoCloud maintained by the CSD. CSD scientists will utilize desktop information, the test-hole logs, and field measurements to design monitoring wells and define pumping and water level monitoring equipment or provide other hydrogeologic specifications (if applicable). An additional CSD contribution to the project will be conducting downhole geophysical logs for other hydrogeologic assessments (non-CSD drilling) planned in the LPNNRD in the next three years that align with CSD's ongoing objectives and schedule (if applicable).

Budget

Year	Budget Category	Estimated Quantity	Cost
One (FY26)	Equipment (Test-hole Drilling, Geophysical Logging and Well Designs)	~4 holes, up to 1,350 total feet	\$11,600.00
	Labor (Drilling)		\$3,500.00
	Expenses (Crew and Geologists' Travel)		\$1,500.00
	Ground Geophysical surveys	One survey	\$13,000
	Subtotal		

Year	Budget Category	Estimated Quantity	Cost	
Two (FY27)	Equipment (Test-hole Drilling, Geophysical Logging and Well Designs)	~4 holes, up to 1,350 total feet	\$11,600.00	
	Labor (Drilling)		\$3,500.00	
	Expenses (Crew and Geologists' Travel)		\$1,500.00	
	Subtotal			\$16,600.00

Year	Budget Category	Estimated Quantity	Cost
Three (FY28)	Equipment (Test-hole Drilling, Geophysical Logging and Well Designs)	~4 holes, up to 1,350 total feet	\$11,600.00
	Labor (Drilling)		\$3,500.00
	Expenses (Crew and Geologists' Travel)		\$1,500.00
	Ground Geophysical surveys	One survey	\$13,000
	Subtotal		

Note: CSD equipment, crew labor and personnel travel costs will be invoiced according to the actual quantities accomplished at current CSD rates. **Budget** assumes 9-12 test holes and up to two geophysical surveys for estimating purposes, **invoice amounts will not exceed \$75,800**. LPNNRD is scheduled for a **\$9,150.00 dues credit** from ENWRA in fiscal year (FY) 2026 or FY 2027 for hydrogeologic assessment activities.

Potential Site Locations tentatively planned for the LPNNRD:

Test hole/Log ID	Test hole/Log ID	high Ground (feet AMSL)	Low Ground (feet AMSL)	AQ1 Mid (feet AMSL)	AQ1 Thickness (feet)	AQ2 Mid (feet AMSL)	AQ2 Thickness (feet)	Dakota Top (feet AMSL)	Paleozoics Top (feet AMSL)	Total TH Depth (feet below ground)	# of Monitoring Wells	Total FT of 4in Wells	1995 WT
Able	01-LPN-2025	1560	1405	1400	20	1150	80	1230	750	450	2	570	1425
Bellwood	02-LPN-2025	1490	1430	1400	60	1310	10-30	1120	620	210	3	400	1430
Cedar Bluffs	03-LPN-2025	1365	1250	1150	50	1025	30	1100	800	360	3	630	1250
David City	04-LPN-2025	1645	1510	1300	50	1160	50	1200	700	450	2	830	1450
Fremont		1360	1150	-	-	-	-	1165	860	-	-	-	1160-1210
Malmö	01-LPN-2026	1420	1230	1200	20	1050	25	1150	805	375	2	590	1250
Mead	02-LPN-2026	1300	1175	1100	100	980	50	1080	880	300	2	520	1250
Newman Grove	03-LPN-2026	1940	1650	1650	30	1450	70	950	427	400	2	780	1675
Prague	04-LPN-2026	1500	1338	1300	50	1215	80	1250	790	360	3	935	1325
Wahoo		1390	1150	1130	-	1130	-	1100	850	-	-	-	1160
Weston	01-LPN-2027	1380	1210	1225	20	1100	50	1150	790	320	2	435	1225
Yutan	02-LPN-2027	1315	1115	1140	20	1060	50	1060	900	340	3	560	1150
River Influence	03-LPN-2027	1400	1300	1300	50	1220	100	1220	600	220	3	230	1440_1290
River Influence	01-LPN-2028	1300	1190	1190	50	1165	100	1165	850	220	2	245	1290_1190

Note: AMSL is above mean sea level, numbers reported in feet (* indicates CSD estimated)

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Intermediary Delivery Events

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Certified Delivery Events

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Carbon Copy Events

Status

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Witness Events

Signature

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Notary Events

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Quote – Q-162768

In-Situ, Inc.
221 E. Lincoln Avenue
Fort Collins, CO 80524
U.S.A.

Tel: (800) 446-7488
Fax: (970) 498-1598
Email: sales@in-situ.com
Web: www.in-situ.com

Issued By: Elizabeth Cook
Date: March 24, 2026
Quote Valid for 30 days

Sales Manager	Customer ID	Payment Terms	Shipping Method	INCO Terms	Final Destination
Andrew Luessenhop	C004961	NET 30 DAYS	FedEx Ground		United States Nebraska

Quote To:
Lower Platte North NRD P.O. BOX 126 Wahoo, Nebraska 68066 United States
Attn:
Jake Maslonka jmaslonka@lpnnrd.org 4024434675

Ship To:
Lower Platte North NRD 1616 CR 17 WAHOO, Nebraska 68066 United States
Comments:

Equipment								
Line	Product Description	Part Number	Unit of Sale	Qty.	Unit List Price	Total List Price	Disc.	Customer Total Price
1.	Level TROLL 500, Level Sensor Range - 11m, 35 ft (15 Psig)	0089010	Each	1	\$1,425.00	\$1,425.00	15.98%	\$1,197.31
2.	Level TROLL 500, Level Sensor Range - 70m, 231 ft (100 Psig)	0089030	Each	1	\$1,425.00	\$1,425.00	15.98%	\$1,197.31
3.	Level TROLL 500, Level Sensor Range - 211m, 692 ft (300 Psig)	0089040	Each	1	\$1,425.00	\$1,425.00	15.98%	\$1,197.31
4.	Rugged Twist-Lock Cable Vented Poly Twist-Lock No Adapter No Reel	0052000 VENTED POLY TWISTLOCK NO_ADAPTER NO_REEL	25ft	1	\$312.50	\$312.50	15.00%	\$265.62
5.	Rugged Twist-Lock Cable Vented Poly Twist-Lock No Adapter SM Spool	0052000 VENTED POLY TWISTLOCK NO_ADAPTER SM_SPOOL	115ft	1	\$749.80	\$749.80	15.00%	\$637.33
6.	Rugged Twist-Lock Cable Vented Poly Twist-Lock No Adapter LG Plastic Spool	0052000 VENTED POLY TWISTLOCK NO_ADAPTER LG_SPOOL	425ft	1	\$2,216.50	\$2,216.50	15.00%	\$1,884.02
7.	VuLink CI (Global Cellular, does not include antenna)	0094840	Each	3	\$1,095.00	\$3,285.00	24.43%	\$2,482.47
8.	VuLink 4G/LTE/2G Cellular Antenna with 1.5m cable (IP67, recommended for VuLink CI)	0043630	Each	3	\$41.00	\$123.00	16.56%	\$102.63
9.	VuLink Lithium Battery Set (Lithium MnO2)	0103050	Each	3	\$92.00	\$276.00	15.59%	\$232.98
10.	HydroVu Basic Prepaid Code (Months)	0102500	Each	12	\$11.00	\$132.00	15.00%	\$112.20
Subtotal:								\$9,309.18



In-Situ, Inc.
 221 E. Lincoln Avenue
 Fort Collins, CO 80524
 U.S.A.

Tel: (800) 446-7488
 Fax: (970) 498-1598
 Email: sales@in-situ.com
 Web: www.in-situ.com

Quote – Q-162768

Issued By: Elizabeth Cook
 Date: March 24, 2026
 Quote Valid for 30 days

Quote Total

*Tax is not normally quoted due to State & local variability. If you need to have Tax included in this quotation, please contact us.
 If your organization is a tax-exempt entity, please email or fax a copy of your tax-exempt certificate to taxcerts@in-situ.com or fax to (970) 498-1598.
 Tax rates will be based on delivery address of the order. If your organization qualifies for GSA pricing, please verify eligibility requirements on the GSA website at [GSA Eligibility Determinations](#) and confirm if you intend to use the GSA contract for this purchase.*

Sales Tax: \$0.00

*For further information regarding the Warranty or Terms and Conditions, please refer to our website at <https://in-situ.com/us/terms-conditions/>
 All quoted product & service prices are in U.S. Dollars unless specifically noted otherwise.*

Shipping: \$0.00

Total Amount (Excludes Optional Items): USD \$9,309.18



In-Situ, Inc.
221 E. Lincoln Avenue
Fort Collins, CO 80524
U.S.A.

Tel: (800) 446-7488
Fax: (970) 498-1598
Email: sales@in-situ.com
Web: www.in-situ.com

Quote – Q-162768

Issued By: Elizabeth Cook
Date: March 24, 2026
Quote Valid for 30 days

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Our intuitive [VuSitu Mobile App](#) allows you to view data from the field on your smartphone or tablet. For long-term or remote sites, integrate In-Situ instruments with our [remote wireless monitoring](#) and cloud-based [HydroVu Data Services](#) for real-time, decision-quality data. Ask your sales rep for more information.



**STATE OF NEBRASKA AMERICAN RESCUE PLAN ACT OF 2021 FUNDS GRANT
AWARD AGREEMENT**

BETWEEN

THE STATE OF NEBRASKA

DEPARTMENT OF NATURAL RESOURCES

AND

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

This Grant Award (“Agreement”) is entered into by and between the Nebraska Department of Natural Resources (“Department”) and the Lower Platte North Natural Resources District (“District”), sometimes individually referred to as “Party” and collectively referred to as “Parties.”

WHEREAS, the Legislature has appropriated money from the Coronavirus State Fiscal Recovery Fund pursuant to the federal American Rescue Plan Act of 2021 (“ARPA”), 42 U.S.C. 802, as amended to the Department’s Program 334 Fund; and

WHEREAS, pursuant to Sec. 133, LB814, 2023, the Department is charged with the responsibility of providing funding to eligible projects for enhanced data collection; and

WHEREAS, the purpose of the grant process is limited to attaining the goals set out in state and U.S. Dept. of Treasury’s Final Rule (“Final Rule”) for dispersal of federal funds used as state aid pursuant to the ARPA; and

WHEREAS, the Department determined that the District’s proposed project, as set forth below, is eligible for funding under the terms of LB814 as expressed in the Guidance Document for ARPA Funding (“Guidance Document”) located at <https://dnr.nebraska.gov/sites/dnr.nebraska.gov/files/doc/about/News/ARPA/2023NeDNRGuidanceDocVersion3.pdf>, Attachment A, hereby incorporated by reference into this Agreement; and

WHEREAS, the District seeks funding for equipment to expand the extent of real-time groundwater level monitoring throughout the District (“Project”), which is consistent with the Guidance Document and has submitted a summary of the District’s proposed Cost Breakdown, Attachment B, hereby incorporated by reference into this Agreement; and

WHEREAS, the Department approved the Project and awards the District a grant for up to Thirty-Two Thousand Four Hundred Seventeen Dollars and Eighty-Seven Cents (\$32,417.87) to carry out the Project contingent upon progress, and continued merit and eligibility for the funding.

NOW, THEREFORE, the Department and the District mutually agree as follows:

1. Term. This Agreement shall be for a term commencing upon its execution and continuing thereafter until December 31, 2025 unless all eligible reimbursements are made prior to that time, or unless the Agreement is:

- A. Terminated with cause in the event either Party defaults on any of its material obligations or representations under this Agreement. The non-defaulting Party shall notify the other Party in writing, specify in detail the nature and extent of such breach. If within thirty (30) calendar days after written notice of such default, the defaulting Party fails to remedy the default, this Agreement will terminate.
- B. Terminated by the Department, in whole or in part, in the event funding is no longer available. If funding is revoked by the Legislature or eligibility revoked by the U.S. Department of Treasury, the Department may terminate any portions of the Agreement for which funds have become unavailable. The Department will give the District notice of such revocation as soon as possible. The District shall be entitled to receive just and equitable reimbursement for any authorized work that has been satisfactorily completed as of the termination date.
- C. Amended by written amendment signed by both Parties.

2. Scope of Agreement.

- A. The District shall complete through its own efforts, or through contracting with a capable Party, all obligations for completing the Project and ensuring that state and federal compliance, accountability, and reporting obligations are met.
- B. Reimbursable Project components are limited to those set forth in the Guidance Document for Program 334, Attachment A.
- C. Any funds available to District through reimbursement by the Department pursuant to this Agreement are limited to those funds expended by the District by December 31, 2025, which is in conformance with the Final Rule.
- D. The District will provide the Department with full access to any data that is collected as a result of, or in conjunction with this Project.
- E. Nothing in this Agreement, including the receipt of data, creates any additional legal duties, obligations, or liabilities upon the Department, with respect to the operation, monitoring, inspection, and reporting of conditions affecting the safety of dams.

3. Contract Managers.

- A. The Department's Contract Manager is Jesse Bradley. His contact information is:
Jesse Bradley
Nebraska Department of Natural Resources
245 Fallbrook Blvd., Suite 201

Lincoln, NE 68521
Email: jesse.bradley@nebraska.gov
Direct phone: 402-219-1357

B. The District's Contract Manager is Ryan Chapman. His contact information is:

Ryan Chapman
Lower Platte North Natural Resources District
511 Commercial Park Road
Wahoo, NE 68066-0126
Direct phone: 402-443-4675

C. Communications shall be through the respective Contract Managers.

D. The District may change its Contract Manager only after receiving written approval from the Department.

4. Reimbursement.

A. The District agrees to only submit for reimbursement those eligible expenses, as defined in the Guidance Document and the U.S. Dept. of Treasury's Final Rule, *Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, Aug. 15, 2022, Version: 4.2*, that are incurred after May 15, 2024 and in performance of activities necessary for the Project during the term of this Agreement as described in the Cost Breakdown, Attachment B. The District agrees to reimburse the Department for any payments it received for costs that are subsequently disallowed or deemed ineligible pursuant to state audit.

B. The District agrees to comply with all reporting requirements, as described in the Guidance Document for ARPA Funding, Attachment A, as a condition of their award for those eligible expenses incurred after May 15, 2024. The District agrees to submit financial and programmatic reports to the State and Local Fiscal Recovery Funds, including information on obligations and expenditures, project status, and program income, as described in the Guidance Document for ARPA funding, Attachment A. The District agrees to comply with all reporting periods and due dates.

C. The total reimbursement amount and payments for this Project may not exceed Thirty-Two Thousand Four Hundred Seventeen Dollars and Eighty-Seven Cents (\$32,417.87), and reimbursements shall be limited to amounts approved by the Department, as described in Cost Breakdown, Attachment B. The total reimbursement amount does not include monthly cell charge fees, which will be paid for by the District.

- D. The Department shall reimburse the District for eligible expenses submitted to the Department in writing. All submissions shall include a detailed, itemized summary of its reimbursable component expenditures and include appropriate support documentation.
 - E. Reimbursement payments shall be made by the Department no more often than a monthly basis based upon the reimbursement request submissions.
 - F. Expense records shall be subject to inspection by the Department and any other agency of the State of Nebraska with responsibility for monitoring progress or auditing records pursuant to this Agreement. The Department shall have the right to audit billings both before and after payment, and payment under this Agreement shall not foreclose the right of the Department to recover excessive or improper payments.
 - G. The District, upon payment of the amounts due under this Agreement, releases the Department, its officers and employees, and the State of Nebraska from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
5. Personnel. The District shall provide and technical personnel to perform in a timely manner the services required by this Agreement.
 6. Equipment and Material. The District shall provide and maintain adequate support to permit timely completion of the Project.
 7. Independent Contractor.
 - A. It is agreed that nothing contained in this Agreement is intended to be or should be construed in any manner as creating or establishing the relationship of partners between the Department and the District, or contractors of the District.
 - B. All claims on behalf of any person arising out of employment or alleged employment (including but not limited to claims of discrimination against the District, its officers or its agents) shall in no way be the responsibility of the Department or the State. The District will hold the Department and the State harmless from any and all such claims. The District personnel and all other persons acting for the District shall not require nor be entitled to any reimbursement, rights or benefits from the Department or the State including but not limited to tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

8. Notices. All notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the Contract Managers at the addresses set forth in Section 3 of this Agreement.
9. Binding. This Agreement shall inure to and bind the successors, assigns, and representatives of the Parties, provided, however, this Agreement may not be assigned by either Party without the prior written consent of the other. Neither the Department nor the District intends anyone to be a third-party beneficiary of this Agreement.
10. Entire Agreement/Severability/Waiver. This Agreement is the entire agreement between the Parties hereto; no representations, inducements, promises or agreements, oral or other, between the Parties not embodied herein shall be of any force or effect. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.
11. Amendment of Agreement. This Agreement may be amended only by a written instrument signed by the Department and the District.
12. Attachments. If there are any terms and conditions contained in any Attachment hereto which are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of the Attachments shall be construed to conform to the terms of this Agreement unless specifically expressed in a writing signed by the Parties.
13. Prevailing Law. This Agreement is governed by the laws of the State of Nebraska including the State Contract Claims Act, Neb. Rev. Stat. §§ 81-8,302 through 81-8,306.
14. Indemnification. Neither the Department nor the State of Nebraska shall be liable for any damage or compensation payable with respect to or in consequence of any accident or injury to any workman or other person in the employment of the District that would be covered by worker's compensation insurance, liability insurance, or otherwise, save and except an accident or injury resulting from an intentional act of the Department. The District shall indemnify, defend, and hold harmless the Department and the State of Nebraska against all such damages, compensation, and against all claims, proceedings, costs, charges, attorney's fees, and expenses whatsoever in respect thereof or in relation thereof. The District shall indemnify the Department and the State of Nebraska for any damages, claims or liability to the extent caused by the Recipient's negligent acts, errors or omissions arising out of the performance of professional services under this Agreement. The District expressly waives all statutory or common law defenses, including but not limited to those under Workers' Compensation, Contribution, Comparative Fault or similar statutes or legal principles to the extent said defenses are inconsistent with or would defeat the purpose of the indemnification under this section.

15. Drug Free Workplace Policy. The District certifies that it maintains a drug free workplace environment to ensure workers safety and workplace integrity and agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.
16. Technology Access. The District agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://nitc.nebraska.gov/standards/2-101.pdf>. In the event that the State's technology access standards change during the term of the Contract, the Department may create an amendment to the Agreement to ensure that it complies with the changed standard. If the amendment causes any changes in costs to the District, the costs must be mutually agreed on by both Parties in order for such costs to be binding upon the Parties.
17. Fair Employment Practices. The District agrees to ensure compliance with the Nebraska Fair Employment Practice Act which prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin, Neb. Rev. Stat. §§ 48-1101 through 48-1125.
18. Worker Eligibility Status Requirements. The District is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of any new employees paid with proceeds of this Agreement that are physically performing services within the State of Nebraska. The District understands and agrees that lawful presence in the United States is required for such employment and that it may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
19. Compliance with All Laws and Ordinances.
 - A. The District covenants that it does and shall at all times pertinent to this Agreement comply with all state, federal, and local laws, ordinances, and regulations including but not limited to corporate registrations, payment of taxes and registration required for payment of taxes, acquisition and payment for permits, licenses and approvals necessary for this Agreement.
 - B. The District covenants that it will remain in compliance with the specific federal requirements set out in the Award Terms and Conditions section of U.S. Dept. of

Treasury's *Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, Aug. 15, 2022 Version: 4.2*. These obligations include the following items in addition to obligations for recipients pursuant to the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") statute, the Uniform Guidance, Treasury's Final Rule, and applicable federal laws and regulations.

1. SAM.gov Requirements.

District and its contractors are required to have an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>) pursuant to 2 C.F.R. Part 25.

2. Recordkeeping Requirements.

District must maintain records and financial documents for five years after all funds have been expended or returned to Treasury and agrees to provide or make available such records to Treasury upon request, and to the Government Accountability Office, Treasury's Office of Inspector General, and their authorized representative in order to conduct audits or other investigations.

3. Single Audit Requirements pursuant to the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements.

For-profit entities that receive subawards are not subject to Single Audit requirements. However, they are subject to other audits as deemed necessary by authorized governmental entities, including Treasury eligible recipients.

4. Civil Rights Compliance.

District and its contractors must meet legal requirements relating to nondiscrimination and nondiscriminatory use of federal funds, including ensuring they do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 C.F.R. Part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1691 et seq., and the Department's implementing regulations, 31 C.F.R. Part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 C.F.R. Part 23.

20. Audit Requirements. All District's books, records, and documents relating to work performed or monies received under the Agreement shall be subject to audit at any reasonable time after reasonable notice by the Department. The District shall maintain all

these records for a period of five (5) full years from the date of final payment, 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.

- 21. Audit by Office of State Auditor. Any public or private non-profit entity or political subdivision of the state serving as the recipient or sub-recipient of funds under this Agreement, except for an individual person, is subject to audit by the Office of State Auditor and must comply with requests for any information or records within three business days after the actual receipt of the request pursuant to Neb. Rev. Stat. §§ 84-304(4)(a) and 50-1213(2).

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date last stated below.

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

By: Eric Gottschalk, General Manager
 Lower Platte North Natural Resources District
 511 Commercial Park Road
 Wahoo, NE 68066-0126



Date 12/19/24

NEBRASKA DEPARTMENT OF NATURAL RESOURCES

By: Jesse Bradley, P.G., Interim Director
 Department of Natural Resources
 245 Fallbrook Boulevard, Suite 201
 Lincoln, NE 68521

Date _____

NEBRASKA

Good Life. Great Water.

DEPT. OF NATURAL RESOURCES



Jim Pillen, Governor

GUIDANCE DOCUMENT FOR ARPA FUNDING

Issued 6/2/2022

Updated 9/11/2023, Version 3

This guidance document is advisory in nature but is binding on an agency until amended by such agency. A guidance document does not include internal procedural documents that only affect the internal operations of the agency and does not impose additional requirements or penalties on regulated parties or include confidential information or rules and regulations made in accordance with the Administrative Procedure Act. If you believe that this guidance document imposes additional requirements or penalties on regulated parties, you may request a review of the document. Neb. Rev. Stat. § 84-901.03.

SUMMARY

The American Rescue Plan Act ("ARPA") is the result of a federal stimulus bill passed by Congress in the spring of 2021. The Nebraska Department of Natural Resources ("Department") has been appropriated funds under LB1014 (2022) and LB814 (2023). In 2022, LB1014 appropriated funds into two programs: **Program 314 – Critical Infrastructure Facilities was appropriated \$23,100,000 and Program 319 – Water Projects was appropriated \$20,000,000.** In 2023, LB814 appropriated funds into two programs for three projects: **Program 319 – Water Projects was appropriated \$179,200,000 and Program 334 – Soil and Water Conservation was appropriated \$1,200,000 in FY2023-24 and \$1,200,000 in FY2024-25.**

The legislature stipulated the following requirements to ensure federal compliance, accountability, and reporting obligations are met:

All grants utilizing Federal Funds allocated to the State of Nebraska from the federal Coronavirus State Fiscal Recovery Fund shall meet the eligible uses under the federal American Rescue Plan Act of 2021 and any relevant guidance on the use of such funds by the United States Department of the Treasury.

PROJECT GOALS FOR PROGRAM 314 – Critical Infrastructure Facilities:

The purpose of this program is as follows (excerpt from LB1014, 2022):

There is included in the amount shown as aid for this program for FY2021-22 \$23,100,000 Federal Funds to provide a grant to an irrigation district which is part of an

Thomas E. Riley, P.E., Director

Department of Natural Resources

245 Fallbrook Blvd., Suite 201 OFFICE 402-471-2363
Lincoln, Nebraska 68521 FAX 402-471-2900

dnr.nebraska.gov

interstate irrigation system that experienced a failure, to satisfy matching requirements for a project authorized by the United States Bureau of Reclamation for construction and repairs on any tunnel or canal pursuant to the federal American Rescue Plan Act of 2021 and will contract with GFLID on specific terms of the grant.

GUIDELINES FOR ELIGIBLE FUND RECIPIENTS:

The Department has reviewed the eligibility criteria established in LB1014 and determined that the Gering-Fort Laramie Irrigation District (“GFLID”) is the only eligible applicant for these funds. The Department is currently working with GFLID to determine total project costs and those funds that are necessary to satisfy matching requirements for the repair and construction costs associated with tunnel repairs that are integral to the operations of their irrigation system. The Department will continue to work with GFLID and the United States Bureau of Reclamation to determine final matching fund requirements for the project. No further action is required by GFLID to be determined as the eligible recipient under LB1014.

ELIGIBILITY CRITERIA UNDER ARPA:

The Department has reviewed the final rule published by the Department of The Treasury [31 CFR Part 35 RIN 1505-AC77]. The Secretary of the Treasury (“Treasury”) adopted as final the interim final rule published on May 17, 2021, with amendments. This rule has been revised, based in part, on provisions of the Infrastructure Investment and Jobs Act in the fall of 2021 (“IIJA”). The provisions of the final rule reviewed by the Department are effective as of April 1, 2022. The eligibility for the expenditures of GFLID have been reviewed in the context of this rule.

The Infrastructure Investment and Jobs Act amended sections 602(c) and 603(c) of the Social Security Act to add an additional eligible use of SLFRF funds, providing that SLFRF funds “may be used for purposes of satisfying **any non-Federal matching requirement required for [an authorized Bureau of Reclamation project].**” This amendment permitted the use of SLFRF funds to meet non-federal matching requirements of any authorized Bureau of Reclamation project, regardless of whether the underlying project would be an eligible use of SLFRF funds under the water and sewer infrastructure eligible use category. These amendments are effective as of March 11, 2021, as if included in the ARPA at the time of its enactment. Treasury will provide further guidance to recipients on the scope of Bureau of Reclamation water projects and expenses covered by this provision. The provisions cited for eligibility under the final Treasury rule are contained on **page 291** of the rule.

REPORTING AND FUND ADMINISTRATION:

All recipients are required to submit Quarterly Project and Expenditure Reports.

Quarterly Reporting:

Recipients are required to submit financial and programmatic reports to the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) as a condition of their award acceptance throughout the period of performance, including partial calendar quarters, as well as for periods where no

grant award activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate a lack of progress, or are insufficient in detail.

The following reporting periods and due dates apply:

Reporting Period	Report Due Date
October 1-December 31	January 31
January 1-March 31	April 30
April 1-June 30	July 31
July 1-September 30	October 31

Other Required information to report:

Obligations and Expenditures: Once a project is entered the recipient will be able to report on the project’s obligations and expenditures. Recipients will be asked to report:

- Current period obligation
- Cumulative obligation
- Current period expenditure
- Cumulative expenditure

Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

Program Income: Recipients should report the program income earned and expended to cover eligible project costs, if applicable.

In addition, because SLFRF funds must be obligated by December 31, 2024, and recipients must expend all funds under the award no later than December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of SLFRF funds obligated and expended and when such funds were obligated and expended.

PROJECT GOALS FOR PROGRAM 319 – Water Projects:

The purpose of this program is as follows (excerpt from LB1014, 2022):

There is included in the amount shown as aid for this program for FY2021-22 \$20,000,000 Federal Funds to provide a grant to a city of the primary class that utilizes more than thirty million gallons per day of water to be used for the design, construction, and implementation of additional water supply projects, which shall only be used for such purpose. Eligible project costs shall include, but not be limited to, costs for a water treatment plant, land acquisition, acquiring permits, a wellfield, pumping, and transportation of water over twenty-five miles for the purpose of providing potable water to the city. The Department of Natural Resources may award a grant to a city of the

primary class based on criteria and procedures established by the department.

GUIDELINES FOR ELIGIBLE FUND RECIPIENTS:

The Department has reviewed the eligibility criteria established in LB1014 and determined that the City of Lincoln ("Lincoln") is the only eligible applicant for these funds. The Department will be working with Lincoln to determine total project costs and the specific expenditures that will be planned for these funds within the limitations established in LB1014. No further action is required by Lincoln to be determined as the eligible recipient under LB1014.

ELIGIBILITY CRITERIA UNDER ARPA:

The Department has reviewed the final rule published by the Department of The Treasury [31 CFR Part 35 RIN 1505-AC77]. The Secretary of the Treasury ("Treasury") adopted as final the interim final rule published on May 17, 2021, with amendments. This rule has been revised, based in part, on provisions of the Infrastructure Investment and Jobs Act in the fall of 2021 ("IIJA"). The provisions of the final rule reviewed by the Department are effective as of April 1, 2022. The eligibility for the expenditures of Lincoln have been reviewed in the context of this rule.

The final Treasury rule provides for opportunities to make necessary investments in water, sewer, or broadband infrastructure. The rule creates limitations on certain investments in water infrastructure but does provide for eligibility for drinking water projects needed to support increased population. Projects of the type that meet the eligibility requirements of 40 CFR § 35.3520 if the following conditions are met: (A) The project is needed to support increased population, with need assessed as of the time the project is undertaken; (B) The project is designed to support no more than a reasonable level of projected increased need, whether due to population growth or otherwise; (C) The project is a cost-effective means for achieving the desired level of service; and (D) The project is projected to continue to provide an adequate level of drinking water over its estimated useful life. 31 CFR § 35.6(e)(1)(v).

Drinking Water State Revolving Fund projects or activities of the type that meet the eligibility requirements of section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) as implemented by the regulations adopted by the Environmental Protection Agency ("EPA") under 40 CFR § 35.3520 are also eligible, provided that: (A) The recipient is not required to comply with the limitation under 40 CFR § 35.3520(c)(2) to acquisitions of land from willing sellers or the prohibition under 40 CFR § 35.3520(e)(6) on uses of funds for certain Tribal projects; and (B) In the case of lead service line replacement projects, the recipient must replace the full length of the service line and may not replace only a partial portion of the service line. 31 CFR § 35.6(e)(1)(iii).

Expenditures by Lincoln consistent with the limitations expressed in LB1014 and the eligibility criteria described above would be eligible uses of the funds. To be allowable, all costs charged to the award or applied to the cost-share must be reasonable in nature and amount and allocable to the award. Eligible costs are limited by LB1014 to:

- Cost for water treatment plant
- Land acquisition
- Acquiring permits
- A wellfield
- Pumping
- Transportation of water

REPORTING AND FUND ADMINISTRATION:

Quarterly Reporting:

Recipients are required to submit financial and programmatic reports to the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) as a condition of their award acceptance throughout the period of performance, including partial calendar quarters, as well as for periods where no grant award activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate a lack of progress, or are insufficient in detail.

The following reporting periods and due dates apply:

Reporting Period	Report Due Date
October 1-December 31	January 31
January 1-March 31	April 30
April 1-June 30	July 31
July 1-September 30	October 31

Other Required information to report:

Obligations and Expenditures: Once a project is entered the recipient will be able to report on the project’s obligations and expenditures. Recipients will be asked to report:

- Current period obligation
- Cumulative obligation
- Current period expenditure
- Cumulative expenditure

Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

Program Income: Recipients should report the program income earned and expended to cover eligible project costs, if applicable.

In addition, because SLFRF funds must be obligated by December 31, 2024, and recipients must expend all funds under the award no later than December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of SLFRF funds obligated and expended and when such funds were obligated and expended.

PROJECT GOALS FOR PROGRAM 319 – Water Projects:

Project #1:

The purpose of this program is as follows (excerpt from LB814, 2023):

There is included in the appropriation to this program for FY2023-24 \$177,200,000 Federal Funds to provide a grant to a city of the primary class that utilizes more than thirty million gallons per day of water to be used for the design, construction, and implementation of additional water supply projects, which shall only be used for such purpose. Eligible project costs shall include, but not be limited to, costs for a water treatment plant, land acquisition, acquiring permits, a wellfield, pumping, and transportation of water over twenty-five miles for the purpose of providing potable water to the city. The Department of Natural Resources may award a grant to a city of the primary class based on criteria and procedures established by the department.

GUIDELINES FOR ELIGIBLE FUND RECIPIENTS:

The Department has reviewed the eligibility criteria established in LB814 and determined that the City of Lincoln (“Lincoln”) is the only eligible applicant for these funds. The Department will be working with Lincoln to modify their existing contract (funds received from LB1014, 2022), and determine total project costs and the specific expenditures that will be planned for these funds within the limitations established in LB814. No further action is required by Lincoln to be determined as the eligible recipient under LB814.

ELIGIBILITY CRITERIA UNDER ARPA:

The Department has reviewed the final rule published by the Department of The Treasury [31 CFR Part 35 RIN 1505-AC77]. The Secretary of the Treasury (“Treasury”) adopted as final the interim final rule published on May 17, 2021, with amendments. This rule has been revised, based in part, on provisions of the Infrastructure Investment and Jobs Act in the fall of 2021 (“IIJA”). The provisions of the final rule reviewed by the Department are effective as of April 1, 2022. The eligibility for the expenditures of Lincoln have been reviewed in the context of this rule.

The final Treasury rule provides for opportunities to make necessary investments in water, sewer, or broadband infrastructure. The rule creates limitations on certain investments in water infrastructure but does provide for eligibility for drinking water projects needed to support increased population. Projects of the type that meet the eligibility requirements of 40 CFR § 35.3520 if the following conditions are met: (A) The project is needed to support increased population, with need assessed as of the time the project is undertaken; (B) The project is designed to support no more than a reasonable level of projected increased need, whether due to population growth or otherwise; (C) The project is a cost-effective means for achieving the desired level of service; and (D) The project is projected to continue to provide an adequate level of drinking water over its estimated useful life. 31 CFR § 35.6(e)(1)(v).

Drinking Water State Revolving Fund projects or activities of the type that meet the eligibility requirements of section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) as implemented by the regulations adopted by the Environmental Protection Agency (“EPA”) under 40 CFR § 35.3520 are also eligible, provided that: (A) The recipient is not required to comply with the limitation under 40 CFR § 35.3520(c)(2) to acquisitions of land from willing sellers or the prohibition under 40 CFR § 35.3520(e)(6) on uses of funds for certain Tribal projects; and (B) In the case of lead service line replacement projects, the recipient must replace the full length of the service line and may not replace only a partial portion of the service line. 31 CFR § 35.6(e)(1)(iii).

Expenditures by Lincoln consistent with the limitations expressed in LB814 and the eligibility criteria described above would be eligible uses of the funds. To be allowable, all costs charged to the award or applied to the cost-share must be reasonable in nature and amount and allocable to the award. Eligible costs are limited by LB814 to:

- Cost for water treatment plant
- Land acquisition
- Acquiring permits
- A wellfield
- Pumping
- Transportation of water

REPORTING AND FUND ADMINISTRATION:

Quarterly Reporting:

Recipients are required to submit financial and programmatic reports to the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) as a condition of their award acceptance throughout the period of performance, including partial calendar quarters, as well as for periods where no grant award activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate a lack of progress, or are insufficient in detail.

The following reporting periods and due dates apply:

Reporting Period	Report Due Date
October 1-December 31	January 31
January 1-March 31	April 30
April 1-June 30	July 31
July 1-September 30	October 31

Other Required information to report:

Obligations and Expenditures: Once a project is entered the recipient will be able to report on the project’s obligations and expenditures. Recipients will be asked to report:

- Current period obligation
- Cumulative obligation
- Current period expenditure

- Cumulative expenditure

Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

Program Income: Recipients should report the program income earned and expended to cover eligible project costs, if applicable.

In addition, because SLFRF funds must be obligated by December 31, 2024, and recipients must expend all funds under the award no later than December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of SLFRF funds obligated and expended and when such funds were obligated and expended.

Project #2:

The purpose of this program is as follows (excerpt from LB814, 2023):

There is included in the appropriation to this program for FY2023-24 \$2,000,000 Federal Funds to provide a grant to a city of the first class located in the first congressional district that is constructing riverfront improvement projects, including water recreational facilities, arts and entertainment facilities, and other projects associated with riverfront improvement.

GUIDELINES FOR ELIGIBLE FUND RECIPIENTS:

The Department has reviewed the eligibility criteria established in LB814 and determined that the City of Norfolk ("Norfolk") is the only eligible applicant for these funds. The Department will be working with Norfolk to determine total project costs and the specific expenditures that will be planned for these funds within the limitations established in LB814. No further action is required by Norfolk to be determined as the eligible recipient under LB814.

ELIGIBILITY CRITERIA UNDER ARPA:

The Department has reviewed the final rule published by the Department of The Treasury [35 CFR Part 35 RIN 1505-AC77]. The Treasury adopted as final the interim final rule published on May 17, 2021, with amendments. This rule has been revised, based in part, on provisions of the IIJA in the fall of 2021. The provisions of the final rule reviewed by the Department are effective as of April 1, 2022. The eligibility for the expenditures of Norfolk have been reviewed in the context of this rule.

The final Treasury rule provides for opportunities for responding to the negative economic impacts of the COVID-19 public health emergency for purposes including a program, service,

capital expenditure or other assistance that is provided to a disproportionately impacted household, population, or community, including: investments in communities to promote improved health outcomes and public safety such as parks and recreation facilities and facilities and equipment related to the provision of these services to the disproportionately impacted household, population, or community. 31 CFR § 35.6(b)(3)(ii)(A)(11). The final rule specifies the following households and communities are presumed to be disproportionately impacted by the COVID-19 public health emergency or its negative economic impacts: households and populations residing in a qualified census tract and low-income households and populations. 31 CFR § 35.6(b)(2)(iii)(A). Per the United States Census Bureau, 12.9% of persons within the City of Norfolk have income below the poverty level which is higher than rest of the state at 10.8%. The City of Norfolk also contains parts of two Qualified Census Tracts, as designated by the U.S. Department of Housing and Urban Development: Census Tract 9607 in the north and northeastern portion of Norfolk, and Census Tract 9611 in the southern portion of Norfolk.

REPORTING AND FUND ADMINISTRATION:

Quarterly Reporting:

Recipients are required to submit financial and programmatic reports to the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) as a condition of their award acceptance throughout the period of performance, including partial calendar quarters, as well as for periods where no grant award activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate a lack of progress, or are insufficient in detail.

The following reporting periods and due dates apply:

Reporting Period	Report Due Date
October 1-December 31	January 31
January 1-March 31	April 30
April 1-June 30	July 31
July 1-September 30	October 31

Other Required information to report:

Obligations and Expenditures: Once a project is entered the recipient will be able to report on the project’s obligations and expenditures. Recipients will be asked to report:

- Current period obligation
- Cumulative obligation
- Current period expenditure
- Cumulative expenditure

Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

Program Income: Recipients should report the program income earned and expended to cover eligible project costs, if applicable.

In addition, because SLFRF funds must be obligated by December 31, 2024, and recipients must expend all funds under the award no later than December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of SLFRF funds obligated and expended and when such funds were obligated and expended.

PROJECT GOALS FOR PROGRAM 334 – Soil and Water Conservation:

The purpose of this program is as follows (excerpt from LB814, 2023):

There is included in the appropriation to this program \$1,200,000 from Federal Funds in FY2023-24 and \$1,200,000 from Federal Funds in FY2024-25 from funds allocated to the State of Nebraska from the federal Coronavirus State Fiscal Recovery Fund pursuant to the federal American Rescue Plan Act of 2021, 42 U.S.C. 802, as amended, for enhanced data collection.

GUIDELINES FOR ELIGIBLE FUND RECIPIENTS:

The Department has reviewed the eligibility criteria established in LB814 and determined that the Nebraska legislature intended for the Nebraska Department of Natural Resources (Department) to be the recipient of these funds to Program No. 334 – Soil and Water Conservation for the purpose of enhanced data collection. The Department will work to determine total project costs and specific expenditures that will be planned for these funds within the limitations established in LB814. No further action is required by the Department to be determined as the eligible recipient under LB814.

ELIGIBILITY CRITERIA UNDER ARPA:

The Department has reviewed the final rule published by the Department of The Treasury [31 CFR Part 35 RIN 1505-AC77]. The Secretary of the Treasury (“Treasury”) adopted as final the interim final rule published on May 17, 2021, with amendments. This rule has been revised, based in part, on provisions of the Infrastructure Investment and Jobs Act in the fall of 2021 (“IIJA”). The provisions of the final rule reviewed by the Department are effective as of April 1, 2022. The eligibility for the expenditures of the Department Program No. 334 have been reviewed in the context of this rule.

The final Treasury rule provides for opportunities to provide emergency relief from natural disasters that are threatened to occur in the future or their negative economic impacts. The interim final rule explains that for purposes of the SLFRF program, a natural disaster is defined as inter alia, “flood, high water, or drought...in each case attributable to natural causes, that causes or may cause substantial damage, injury, or imminent threat to civilian property or persons.” Further, if providing assistance to **lessen or avert the threat of a future natural disaster**, recipients should document evidence of historical patterns or predictions of natural

disasters that would reasonably demonstrate the likelihood of future occurrence of such natural disaster in its community. Expenditures by the Department for enhanced data collection consistent with the limitations expressed in LB814 and the eligibility criteria described above would be eligible uses of the funds.

In addition, the final Treasury rule provides for opportunities to make necessary investments in water, sewer, or broadband infrastructure, including Clean Water State Revolving Fund projects or activities of the type that meet the eligibility requirements of Section 603(c) of the Clean Water Act. Expenditures by the Department for enhanced data collection consistent with the limitations expressed in LB814 and the eligibility criteria described in the requirements of Section 603(c) of the Clean Water Act would be eligible uses of the funds.

REPORTING AND FUND ADMINISTRATION:

Quarterly Reporting:

Recipients are required to submit financial and programmatic reports to the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) as a condition of their award acceptance throughout the period of performance, including partial calendar quarters, as well as for periods where no grant award activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate a lack of progress, or are insufficient in detail.

The following reporting periods and due dates apply:

Reporting Period	Report Due Date
October 1-December 31	January 31
January 1-March 31	April 30
April 1-June 30	July 31
July 1-September 30	October 31

Other Required information to report:

Obligations and Expenditures: Once a project is entered the recipient will be able to report on the project’s obligations and expenditures. Recipients will be asked to report:

- Current period obligation
- Cumulative obligation
- Current period expenditure
- Cumulative expenditure

Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

Program Income: Recipients should report the program income earned and expended to cover eligible project costs, if applicable.

In addition, because SLFRF funds must be obligated by December 31, 2024, and recipients must expend all funds under the award no later than December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of SLFRF funds obligated and expended and when such funds were obligated and expended.

CONTACT INFORMATION:

For questions regarding the contents of this guidance document, please contact Jesse Bradley jesse.bradley@nebraska.gov or (402-219-1357).

Cost Breakdown

The Lower Platte North Natural Resources District is interested in expanding our monitoring network. The NRD plans to partner with Community Public Water Systems to monitor water levels in their supply wells. We are currently completing a district wide Drought Plan and have identified eleven communities as being the most vulnerable to drought based on supply, demand, and infrastructure. Identified communities will receive In-Situ Level Troll 500, cabling, and HydroVu allowing for real time water level logging and viewing. Equipment costs that exceed grant funds will be paid by the NRD or partner Public Water System.

Community	Well Depth (ft)	Level Troll 500	VuLink	Cable	Cable spool	Cable Discount	Shipping	Total
Abie	413	\$1,100.75	\$1,140.20	\$1,827.00	\$26.00	\$448.98	\$145.00	\$3,789.97
Bellwood	126	\$1,100.75	\$1,140.20	\$679.00	\$13.00	\$274.83	\$145.00	\$2,803.12
Cedar Bluffs	144	\$1,100.75	\$1,140.20	\$751.00	\$13.00	\$285.63	\$145.00	\$2,864.32
David City	230	\$1,100.75	\$1,140.20	\$1,095.00	\$13.00	\$337.23	\$145.00	\$3,156.72
Fremont	70	\$1,100.75	\$1,140.20	\$455.00	\$0.00	\$239.28	\$145.00	\$2,601.67
Malmo	58	\$1,100.75	\$1,140.20	\$407.00	\$0.00	\$232.08	\$145.00	\$2,560.87
Newman Grove	135	\$1,100.75	\$1,140.20	\$715.00	\$13.00	\$280.23	\$145.00	\$2,833.72
Prague	137	\$1,100.75	\$1,140.20	\$723.00	\$13.00	\$281.43	\$145.00	\$2,840.52
Wahoo	133	\$1,100.75	\$1,140.20	\$707.00	\$13.00	\$279.03	\$145.00	\$2,826.92
Weston	177	\$1,100.75	\$1,140.20	\$883.00	\$13.00	\$305.43	\$145.00	\$2,976.52
Yutan	232	\$1,100.75	\$1,140.20	\$1,103.00	\$13.00	\$338.43	\$145.00	\$3,163.52
TOTAL								\$32,417.87



March 10, 2026

Invoice No: 32923

Invoice Total: \$2,607.25

Daryl Andersen
Lower Platte North NRD
511 Commercial Park Road
Wahoo, NE 68066-0126

Please Remit To:
Spheros Environmental
1221 Auraria Pkwy
Denver, CO 80204
(303) 455-9589
billing@LREwater.com

Invoice Email: dandersen@lpnrd.org
Project No.: 536-LPN00-07
Project Name: 5036LPN07 | LPNNRD Scoring Sheets Quantity Areas

Professional Services through February 28, 2026

Task 1 Scoring Sheets

Professional Personnel

	Hours	Rate	Amount	
Hume, David	6.75	265.00	1,788.75	
Mohr, Jonathan	2.50	217.00	542.50	
Sopiwnik, Roscoe	.25	250.00	62.50	
Totals	9.50		2,393.75	
Total Labor				\$2,393.75

Total this Task \$2,393.75

Task 2 Revised Criteria for Est. Quantity Mngmt

Professional Personnel

	Hours	Rate	Amount	
Mohr, Jonathan	.75	217.00	162.75	
Totals	.75		162.75	
Total Labor				\$162.75

Reimbursable Expenses

Travel - Mileage				
1/9/2026	Mohr, Jonathan	Kickoff Meeting	50.75	
	Total Reimbursables		50.75	\$50.75

Total this Task \$213.50

Total this Invoice \$2,607.25

Outstanding Invoices

Number	Date	Balance
32535	2/10/2026	4,115.50
Total		\$4,115.50

Total Now Due **\$6,722.75**
