

Projects Committee Meeting
Thursday, July 3, 2025 7:30 AM
Lower Platte North NRD Office
P.O. Box 126
Wahoo, NE 68066

1. UNFINISHED BUSINESS

2. SWCP

2.A. SWCP Application Approvals

2.B. SWCP Payments

Below are certified tree plantings ready for payment:

JOJO DUNN	\$	385.40	WINDBREAK
SETH MCGINN	\$	883.60	WILDLIFE PLANTING
TONY WHITE	\$	787.72	WINBREAK & HABITAT

Below is a certified terrace with tile outlet and basin project ready for payment.

DONALD KREJCI	\$	15,000.00	TOT/WASCB
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2.C. SWCP Cancellations

2.D. Wahoo Creek Cost Share Approvals

3. JOINT WATER MANAGEMENT ADVISORY BOARD (JWMAB)

3.A. West Fremont - FEMA BRIC

The BRIC application was submitted to FEMA earlier this year. Currently NEMA is awaiting feedback from FEMA since the BRIC program was official cut. NEMA is trying to move as many projects to HMGP (Hazard Mitigation Grant Program) or FMA (Flood Mitigation Assistance Grant Program) as they can.

3.B. Rawhide Creek Watershed - NRCS WFPO

The National Watershed Programs Branch has completed the programmatic review of the Rawhide watershed plan. No major changes were needed. State NRCS is in the process of making a few edits to the plan and Appendix A to incorporate recent correspondence from consulting parties, and then it will be posted to the NRCS website.

The next step is a 30-day period for the public and federal/state/local agencies to review and comment on the draft watershed plan. During the review period, the County will host a public meeting to present the preferred alternative. County and NRD staff met with JEO on July 2nd to determine dates and location. The public comment period will begin on August 4th with

a public open house scheduled for Thursday August 21th from 2:00pm to 4:00pm at the Dodge County Extension Office. Invitations will be mailed to landowners and advertised in the paper.

3.C. North Bend Drainage District

The project is finishing up. Staff stopped by on June 17th - pictures attached.

4. SHELL CREEK WATERSHED

4.A. Shell Creek Implementation - 319 & NET

SCWIG had a meeting on June 17th in Columbus where Moriah Brown with UNL presented results from surface water sample collected in Shell Creek. Her work focuses on bacteria antibiotic resistance and microplastics.

SCWIG discussed the recently completed final bend project - pictures attached. A change order resulting in more fill being needed for the project than anticipated is attached. Also, attached is an invoice from Platte County. Total for project (including change orders) = \$107,587.03 Action is needed on both items.

We also discussed a streambank stabilization and stormwater education project planned at Christ Lutheran Church and School. Jovan drafted an interlocal agreement (attached) based on some preliminary discussions at the June 17th meeting. The next SCWIG meeting is scheduled for July 15, 10:00 am, at Christ Lutheran Church. Once we get feedback from partners, the Board will be asked to sign the interlocal (July or August Board meeting).

Bill also submitted a recently completed septic system upgrade for Dean Sander in Platte County, totaling \$11,526.86. SCWIG's share at 60% is \$6,916.12.

Also, Elbert Traylor is retiring on August 1st - paperwork was submitted and signed.

5. WAHOO CREEK WATERSHED

5.A. Construction Update

Attached is the minutes from the monthly construction meeting, highlights:

- Riser construction started on site 27
- Channel cleanout on 26A
- Drawdown tube to be installed week of 6/30
- Rain

TCI invoice attached

Progress pics

5.B. Dam Site Planning Update

On 7/16 Gottschalk and Elliott gave a project status update to the Saunders County Supervisors. There were several questions on our funding status and projected construction timeline for the remaining structures. The County is still planning on mitigating the two road impacts (Road P and Road G) that will be a result of permanent pool inundation.

5.B.1. Design - Olsson

On 6/23 the NRD met with representatives from FWS, NE G&P, DNR, ACOE

and Olsson to discuss the biological assessment for the second phase of our Wahoo Creek plan 404 permit. Discussion focused on construction, and first-time fill, timelines and impacts on Platte River depletion negatively impacting pallid sturgeon. The existing programmatic agreement stipulates that "once a structure is built, there can't be more than 25 ac/ft per year depelitions to the Platte". However, with this application, and our existing permit for Phase 1, we've had to address the "first time fill", which leads to more management/operational challenges. Olsson will be supplying the review group a thorough set of stage storage documents, and our existing plan to help guide them through their review.

The NRD, via Olsson, has submitted paperwork to DNR for permits on site 77. The DNR review, and the NRCS national review, for site 77 will run concurrently. We expect the NRCS review to take longer.

5.B.2. Real Estate - Olsson & Great Plains Appraisal

On 6/23, Elliott, Lausterer and Cody Gerdes presented to the Saunders County Board of Appraisers on the final parcel on Site 55 for the purpose of condemnation. The mortgage holding company has been unresponsive to our attempts at communicating which is the reason for the hearing. The Board sided with the NRD's valuation.

Danielle Allen will be present to discuss status of acquisitions.

Invoice attached.

5.B.3. Funding - NRCS WFPO & NeDNR JEDI

5.C. Water Quality - NWQI & 319

The next Viaduct issue will have an article highlighting the NWQI program and how to apply. We are also working on getting a page on the LPNDRD website dedicated to the NWQI program. It will have information on the different eligible practices within the program and what is needed to apply. This is being coordinated with the NRCS to make sure we have the correct information and whatever else they want to mention within the NWQI program. We are still getting calls and emails from the postcards sent out in late May.

6. LOWER PLATTE RIVER CORRIDOR ALLIANCE

7. MORSE BLUFF FLOOD REDUCTION

As reported last month; the Legislature appropriated \$2.5 million in JEDI funding for "additional flood control project". On 6/17 Gottschalk informed the Saunders County supervisors of the funding and the intentions of the NRD to work WITH the County to restore the Morse Bluff "dike" to a more functional flood reduction structure.

In the near future directives/details need to be communicated from DWEE (fmr DNR) and agreements need to be made with County.

8. LESHARA DRAINAGE IMPROVEMENT

Bidding was completed in April 2025 with construction to begin this fall.

9. EROSION AND SEDIMENT RULES AND REGULATIONS

10. HAZARD MITIGATION PLAN UPDATE

NEMA reviewed our Hazard Mitigation Plan, did not find any issues, and forwarded it to FEMA for approval on June 27th.

We are planning to do outreach with the public water systems in the district in regard to the drought plan and will have the plan on the LPNNRD website soon.

Invoice and progress report is attached.

11. OTHER

12. ADJOURNMENT

PROPOSAL FOR SHELL CREEK 2024 BANK STABILIZATION

COLFAX COUNTY, NEBRASKA

Board of Commissioners
Colfax County Courthouse
Schuyler, Nebraska 68661

Gentlemen:

Cech Excavating, (Contractor) after reviewing these Bid Documents and Specifications in full, propose to furnish all labor, transportation, materials and all other miscellaneous items required to construct the project as shown at the following unit prices:

CONSTRUCTION OF SHELL CREEK 2024 BANK STABILIZATION

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
1-1.	1.000	Mobilization	Lump Sum	<u>3,500</u>	<u>3,500</u>
1-2.	1.000	Site Preparation	Lump Sum	<u>9,400.20</u>	<u>9,400.20</u>
1-3.	3,008.000	Excavation, Established Quantity	Cu. Yds.	<u>5</u>	<u>15,040</u>
1-4.	299.000	Rock Riprap, Type "B"	Tons	<u>80</u>	<u>23,920</u>
1-5.	469.000	Riprap Filter Fabric	Sq. Yds.	<u>3</u>	<u>1,407</u>
1-6.	1.300	Covercrop Seeding	Acres	<u>800</u>	<u>1,040</u>
1-7.	6,292.000	Erosion Control, Class 1D	Sq. Yds.	<u>1.4</u>	<u>8,808.80</u>
1-8.	1,550.000	Fabric Silt Fence, Low Porosity	Lin. Ft.	<u>3</u>	<u>4,650</u>

TOTAL FOR PROJECT \$ 67,766

The Contract will be awarded based on TOTAL FOR PROJECT, in conjunction with the Nebraska County Purchasing Act.

We understand that this will be a lump sum contract and the total contract amount will be obtained by multiplying the Plan Quantities by the associated Unit Prices.

We understand, to the best of our knowledge, that we are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

If awarded the contract, we will furnish a surety bond and certificates of insurance as indicated in the Contract Documents.

As specified in the Notice to Bidders, we hereby submit this BID BOND CERTIFIED CHECK in the amount of \$ _____ (5% of total bid). This bond will become the property of Colfax County if an award is offered within thirty days after the bid opening and we, as the successful bidder, fail to enter into a contract with Colfax County.

The Undersigned agrees to correct any failures resulting from faulty work appearing within TWELVE (12) MONTHS after final payment.

Start of Construction Date: May 27, 2024

End of Construction Date: June 26, 2024

Sincerely,

Lance Cech (signature)

Lance Cech (printed name)

Vice-President (title)

Cech Excavating (company)

P.O. Box 319 Howells, NE 68641 (address)

402-892-3203 (telephone)

CONTRACT

This Contract is made and entered into in triplicate this _____ day of _____, 2024, by and between Colfax County, Nebraska, acting through its Board of County Commissioners (hereinafter "Owner"), and Cech Excavating, (hereinafter "Contractor").

The Contractor did submit a proposal for the construction of the creek stabilization project located in Colfax County and other incidental work, as set forth in the Contract Documents for the project titled "Sheel Creek 2024 Bank Stabilization" and previously filed with the Colfax County Clerk. A copy of the Contractor's proposal is attached hereto and made a part of this Contract. The amount of the Contractor's proposal was \$67,766.00 and such is the full amount of this Contract, with no additions or deletions, except by written change order as set forth in the Contract Documents. If any change orders are issued, they shall be at the unit prices set forth in the Contractor's proposal or as negotiated with the Owner, and will in no way be construed as a release or waiver from the obligations of this Contract.

In consideration of the following mutual agreements between the parties to this Contract, the Contractor agrees to furnish all work in accordance with said Contract Documents. The Owner agrees to pay the Contractor in accordance with the provisions of the Contract Documents and the Contractor's proposal.

This Owner awards this Contract to the Contractor subject to the following conditions:

OWNER:

Board of Commissioners
Colfax County



(Signature)

(Title)

CONTRACTOR:

Cech Excavating

Lance Cech

(Print Name)

Lance Cech

(Signature)

Vice-President

(Title)

IN WITNESS THEREOF, the parties hereto have executed this Contract on this 5th day of June, 2024.

Dawn Dall

Notary Public

State of Nebraska – General Notary
DAWN GALL
My Commission Expires
September 26, 2027

My commission expires the 26 day of Sept, 2026

APPLICATION AND CERTIFICATION FOR PAYMENT

OWNER: Colfax County

PROJECT: Shell Creek 2024 Bank Stabilization

CONTRACTOR: Cash Excavating



CERTIFICATION No. 1
 PROGRESS / FINAL ESTIMATE: Progress
 SIGNED CONTRACT DATE: July 2024

PAYMENT SUMMARY

1. ORIGINAL CONTRACT	\$67,766.00
2. CHANGE BY CHANGE ORDERS	\$0.00
3. TOTAL CONTRACT AND CHANGE ORDERS	\$67,766.00
4. WORK COMPLETE AND STORED	\$12,800.20
5. RETAINAGE	\$1,280.02
6. TOTAL EARNED LESS RETAINED (LINE 4 LESS LINE 5)	\$11,510.18
7. LESS PREVIOUS PAYMENTS	\$0.00
8. PAYMENT DUE AT DATE	\$11,510.18
9. REMAINING BALANCE	\$56,155.82

	Assessors	Deductions
Previous Change Order	\$0.00	\$0.00
This Payment	\$0.00	\$0.00
Total	\$0.00	\$0.00

The undersigned certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payment received from the Owner, and that amount subject shown herein is true and correct.

Contractor: Cash Excavating
 By: Lance Cash
 State of Colfax
 Date: 1-21-25

Engineer's Certification for Payment
 In accordance with the Contract Documents, based on on-site observations and the data complying with the specifications, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED: \$11,510.18

By: Marshall Wagner & Associates Inc.
 Date: 1-21-2025

State of Nebraska - General Military
 DAWN GALL
 My Commission Expires
 September 26, 2027

90500 5/12.11 \$11,610.18

APPLICATION AND CERTIFICATION FOR PAYMENT

OWNER: Colfax County

PROJECT: Shell Creek 2024 Bank Stabilization

CONTRACTOR: **Cech Excavating**



CERTIFICATION NO.: **2**

PROGRESS / FINAL ESTIMATE: **Final**

SIGNED CONTRACT DATE: July 2024

PAYMENT SUMMARY

1. ORIGINAL CONTRACT.....	\$87,786.00	
2. CHANGE BY CHANGE ORDERS.....	\$35,018.53	
3. TOTAL CONTRACT AND CHANGE ORDERS.....	\$102,784.53	
4. WORK COMPLETE AND STORED.....	\$98,848.13	
5. RETAINAGE	\$0.00	
6. TOTAL EARNED LESS RETAINED (LINE 4 LESS LINE 5).....	\$98,848.13	
7. LESS PREVIOUS PAYMENTS.....	\$11,610.18	
8. PAYMENT DUE AT DATE.....	\$87,237.96	
9. REMAINING BALANCE.....	\$0.00	
CHANGE ORDERS		
Previous Change Order	Additions	Deductions
	\$0.00	\$0.00
This Payment	\$35,018.53	\$0.00
Total	\$35,018.53	\$0.00
Net Contract Change	\$35,018.53	

765.00 512.11 \$87,237.95

The undersigned certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Cech Excavating

By: *Lance Cech*

Date: *5-9-25*

State of Nebraska
County of Colfax
Subscribed and sworn to before me this 9th day of May 2025

State of Nebraska - General Notary
DANN GALL
My Commission Expires
September 26, 2027

Notary Public: *Stam 2500*
My Commission Expires: *Sept 26, 2027*

Engineer's Certification for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED: **\$87,237.96**

Mainell Wagner & Associates Inc.

By: *[Signature]* Date: *5/9/25*

This Certificate is not negotiable. The amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Mainelli Wagner & Associates, Inc.

www.mwassoc.com

6920 Van Dom Street, Lincoln, NE 68506 Phone: (402) 421-1717 Fax: (402) 421-6061

Change Order - Supplemental Agreement		Date:	8/1/2025
Contractor:		County:	Colfax
Cech Excavating		Project Number:	Shell Creek 2024 Bank Stabilization
Groups of Work:	Station: None	Project Name:	Shell Creek 2024 Bank Stabilization
All		Date of Original Contract:	May 28th, 2024

WE HEREBY REQUEST APPROVAL OF CHANGES IN THE PLANS, SPECIFICATIONS, OR WORK NOT INCLUDED IN THE PLANS OR CONTRACT, DESCRIBED AS FOLLOWS:

Change Order No.: 1

At the request of Colfax County, 2 areas were added to the work on the contract. One area at/near the southeast corner of the bridge and one area southeast of the original contracted work. Area 3, contractor needed to shape the channel bank, place riprap filter fabric, place riprap, cover with soil as required and seed the area. Area 4, contractor was instructed to place riprap, above the channel bank per the supplied plan and seed any area disturbed.

Along with the extra work for Area 4, the contractor was not able to deliver the riprap in the vicinity of the work and would be required to haul the riprap to the area using a loader instead of dump trucks. This was not included in the original riprap item as bid.

Also, the contractor was short 550CY of soil needed to fill in the Area 2. Colfax County agreed to supply the dirt to the site. Due to soil condition at the time, the county was only able to deliver the soil to the edge of the road and the contractor has to haul across the field to the work area.

Cech Excavating requested \$1,800 to haul the riprap to Area 4. The contractor also requested an additional \$3.50/ton of riprap for the additional work due to a price change from the supplier between the time of bid and the time the extra work was requested and agreed upon. They also requested \$5,200 extra for hauling and placing the extra fill material at Area 2.

ESTIMATED CHANGES IN QUANTITIES OF ITEMS OF WORK AT CONTRACT OR AGREED UNIT PRICES

Item of Work	Unit	Increased Quantity	Decreased Quantity	Contract Unit Price	Agreed Unit Price	Increased(+) or Decreased(-)
Additional Riprap at Area 3	Ton	213.040			\$83.50	+\$17,788.84
Additional Riprap at Area 4	Ton	108.940			\$83.50	+\$9,096.49
Hauling Riprap to Area 4	LS	1.000			\$1,800.00	+\$1,800.00
Hauling and Placing Fill at Area 2	LS	1.000			\$5,200.00	+\$5,200.00
Erosion Control, Class 1D	SY	128.000		\$1.40		+\$179.20
Cover Crop Seeding	Acre	0.030		\$800.00		+\$24.00
Riprap Filter Fabric	SY	310.000		\$3.00		+\$930.00
TOTAL NET INCREASE (+) or DECREASE (-):						+\$35,018.53

Colfax County, Nebraska		For and in consideration of the prices set forth in this agreement, the Contractor agrees to complete the extra and additional work or reduced quantities of work described herein and accept the prices shown as full payment. The insurance, bond and terms of the contract remain in full effect, except as specifically changed herein, and shall apply to this agreement.
Approved: Mainelli Wagner & Assoc., Inc.		
Approved: Colfax County		
		Name of Contractor:
		Cech Excavating
Approved:		Authorized By (Signature):



www.mwaeng.com

Mainelli Wagner & Associates, Inc.

6920 Van Dorn Street, Lincoln, NE 68506 Phone: (402) 421-1717 Fax: (402) 421-6061

Change Order - Supplemental Agreement		Date :	6/12/2025
Contractor:		County:	Colfax
NA		Project Number:	Shell Creek 2024 Bank Stabilization
Groups of Work:	Station: None	Project Name:	Shell Creek 2024 Bank Stabilization
All		Date of Original Contract:	May 28th, 2024

WE HEREBY REQUEST APPROVAL OF CHANGES IN THE PLANS, SPECIFICATIONS, OR WORK NOT INCLUDED IN THE PLANS OR CONTRACT, DESCRIBED AS FOLLOWS:

Change Order No.: 2

Due to onsite conditions at the time of construction, additional fill material was needed to properly construct the project to the final cross sections as shown in the plans. Colfax County purchased 500 CY of soil/fill material for Area 2 in the plans. The material was hauled to the site by Colfax County and Barjes Enterprises.

ESTIMATED CHANGES IN QUANTITIES OF ITEMS OF WORK AT CONTRACT OR AGREED UNIT PRICES

Item of Work	Unit	Increased Quantity	Decreased Quantity	Contract Unit Price	Agreed Unit Price	Increased(+) or Decreased(-)
Additional Fill for Area 2	CY	500.000			\$2.50	+\$1,250.00
Haul Fill to Site - Barjes Enterprises	LS	1.000			\$1,776.25	+\$1,776.25
Haul Fill to Site - Colfax County	LS	1.000			\$1,776.25	+\$1,776.25
TOTAL NET INCREASE (+) or DECREASE (-) :						+\$4,802.50

Colfax County, Nebraska		For and in consideration of the prices set forth in this agreement, the Contractor agrees to complete the extra and additional work or reduced quantities of work described herein and accept the prices shown as full payment. The insurance, bond and terms of the contract remain in full effect, except as specifically changed herein, and shall apply to this agreement.
Approved : Mainelli Wagner & Assoc., Inc.		
Approved : Colfax County		
Approved : Lower Platte NRD		
Name of Contractor:		NA
Authorized By (Signature):		NA



**FIRST AMENDMENT
TO
INTERLOCAL COOPERATION AGREEMENT
BETWEEN
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
AND
COLFAX COUNTY, NEBRASKA
REGARDING
SHELL CREED BENCHING PROJECT**

This First Amendment to the Interlocal Cooperation Agreement, hereinafter referred to as “First Amendment”, is made and entered into by the following entities defined as a “public agency” pursuant to Neb. Rev. Stat. § 13-803, hereafter referred to individually as “Partner” and collectively as “Partners”, to wit:

Lower Platte North Natural Resources District (LPNNRD)
Colfax County, Nebraska (County)

Whereas, the Partners did previously enter into an Interlocal Cooperation Agreement dated September 9, 2019 (Agreement), whose terms are intended to be controlling unless specifically amended hereby, and,

Whereas, Section 3 on the Agreement contemplated project completion within 18 months of the date the interlocal agreement was executed, and,

Whereas, to date the benching project has been completed to the Union Pacific Railroad bridge with the portion south of the bridge to the Platte River still remaining, and,

Whereas, the Partners agree that this provision should be extended to allow for completion of the remaining portion of the benching project, and,

Whereas, the Partners agree that all other provisions included within the Agreement shall remain the same including Colfax County’s handling of the engineering, bidding, construction, and oversight over the benching project.

Therefore, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the Partners agree as follows:

1. **Authority:** This First Amendment is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. 13-801, R.R.S., 1943, et seq.), without a separate entity being created, and whenever possible, this First Amendment shall be construed in conformity therewith.
2. **Effective Date of Agreement:** This First Amendment shall maintain its effective date of September 9, 2019.

3. **Duration of Agreement:** This First Amendment, and the underlying Agreement, shall remain in effect until 2 years from the date of execution of this document or until completion of the benching project, whichever shall come first.

IN WITNESS WHEREOF,

This First Amendment is executed by Kelly Thompson, Board Chairman and authorized representative of the Lower Platte North Natural Resources District on this ___ day of March, 2024.

Lower Platte North Natural Resources District

By: _____
Kelly Thompson, Chairman

IN WITNESS WHEREOF,

This First Amendment is executed by Carl Grotelueschen, Chairman and authorized representative of the Colfax County Board of Commissioners, on this ___ day of March, 2024.

Colfax County, Nebraska

By: _____
Carl Grotelueschen, Chairman



CERTIFICATE OF PAYMENT: 007

Date of Issuance: June 23, 2025

Project: LPNNRD Wahoo Creek Watershed Sites 26A 26B and 27



Project No.: 018-3423

Contractor: Thompson Construction

DETAILED ESTIMATE

Description	Unit Price	Extension
Refer to Attached Progress Estimate #7 thru 06-23-2025		
PLEASE REMIT PAYMENT TO: Thompson Construction 2404 N Lincoln Ave Fremont, NE 68025		

Value of Work Completed This Request: \$ 1,190,939.50

Original Contract Value: \$ 4,314,772.70
Approved Change Orders:
No. 1 \$24,274.50
No. 2 _____
No. 3 _____

Total Contract Value: \$ 4,339,047.20

Value of completed work and materials stored to date \$ 1,190,939.50
Less retainage percentage 10% \$ 119,093.95
Net amount due including this estimate \$ 1,071,845.55
Less: Estimates previously approved:

No. 1 \$153,421.65	No. 2 \$107,054.10	No. 3 \$167,139.00
No. 4 \$34,211.70	No. 5 \$116,193.60	No. 6 \$208,238.40
No. 7 _____	No. 8 _____	No. 9 _____
No. 10 _____	No. 11 _____	No. 12 _____

Total Previous Estimates: \$786,258.45

NET AMOUNT DUE THIS ESTIMATE: \$ 285,587.10

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: Project File
Sean Elliott - LPNNRD
Lance French - Thompson Construction

OLSSON

By:

To: LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

From: THOMPSON CONSTRUCTION, INC.

Contract For: WAHOO CREEK WATERSHED DAM STRUCTURES 26A, 26B, AND 27

ENGINEER's Project No. 018-3423

For Work accomplished through the date of: 6/23/25

1. Original Contract Price:		\$	<u>4,314,772.70</u>
2. Net change by Change Orders and Written Amendments (+ or -):		\$	<u>24,274.50</u>
3. Current Contract Price (1 plus 2):		\$	<u>4,339,047.20</u>
4. Total completed and stored to date:		\$	<u>1,190,939.50</u>
5. Percent of Project Completed	<u>21%</u>		
6. Retainage (per agreement):			
	<u>10%</u> of completed Work and Stored Materials:	\$	<u>119,093.95</u>
	(10% of the first 50% of work completed & stored)		
		Total Retainage: \$	<u>119,093.95</u>
7. Total completed and stored to date less retainage (4 minus 6):		\$	<u>1,071,845.55</u>
8. Less previous Application for Payments:		\$	<u>786,258.45</u>
9. DUE THIS APPLICATION (7 MINUS 8):		\$	<u>285,587.10</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: 6/23/25 Thompson Construction

By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: _____

By: _____

APPLICATION APPROVED BY:

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Owner: LOWER PLATTE NORTH NATURAL RESOURCE DISTRICT

Date: 23-Jun-25

Project: WAHOO CREEK WATERSHED

TOTAL STORED: \$ 281,281.00

DAM STRUCTURES 26A, 26B, AND 27

TOTAL COMPLETED: \$ 909,658.50

Estimate No.: 7

Contractor: THOMPSON CONSTRUCTION INC

TOTAL PLUS STORED: \$ 1,190,939.50

Project No.: 018-3423

ITEM NO.	QTY	UNIT	DESCRIPTION	MATERIAL STORED	QTY TO DATE	UNIT PRICE	TOTAL	TOTAL PLUS STORED MATERIAL
SITE 26A								
1	1	LS	MOBILIZATION		0.5	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00
2	1	LS	CONSTRUCTION STAKING		0.1	\$ 12,000.00	\$ 1,200.00	\$ 1,200.00
3	1	EA	CONSTRUCTION ENTRANCE		1	\$ 2,625.00	\$ 2,625.00	\$ 2,625.00
4	1	LS	DEWATERING		0	\$ 15,000.00	\$ -	\$ -
5	12	AC	GENERAL CLEARING AND GRUBBING		12	\$ 2,900.00	\$ 34,800.00	\$ 34,800.00
7	86720	CY	EARTHWORK FILL (AT1.2 COMPACTION)		0	\$ 3.90	\$ -	\$ -
8	13543	CY	EARTHWORK CUT AND SPOIL		10000	\$ 4.00	\$ 40,000.00	\$ 40,000.00
9	1047	TN	AGGREGATE 47B FINE		0	\$ 34.00	\$ -	\$ -
10	8	TN	1" WASHED AGGREGATE		0	\$ 105.00	\$ -	\$ -
11	200	TN	C33 #8 AGGREGATE		0	\$ 55.00	\$ -	\$ -
12	4273	TN	CLASS B RIP RAP - STORED = 788 TONS @\$72.00 / TON	\$ 56,736.00	0	\$ 90.00	\$ -	\$ 56,736.00
13	998	TN	3" CRUSHED AGGREGATE		0	\$ 45.00	\$ -	\$ -
14	1022	LF	6" PERFORATED DUAL WALL PVC		0	\$ 23.00	\$ -	\$ -
15	90	LF	8" GALVANIZED STEEL PIPE		0	\$ 25.00	\$ -	\$ -
16	177	LF	24" RCPP PRINCIPAL SPILLWAY	\$ 60,668.00	0	\$ 550.00	\$ -	\$ 60,668.00
17	2	EA	PRINCIPAL SPILLWAY PIPE SUPPORTS		1.5	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00
18	29	CY	STRUCTURAL CONCRETE (CLASS 4000)		0	\$ 2,000.00	\$ -	\$ -
19	5320	LB	REINFORCING STEEL	\$ 3,277.00	0	\$ 2.50	\$ -	\$ 3,277.00
20	1	LS	METAL FABRICATION	\$ 6,063.00	0	\$ 11,000.00	\$ -	\$ 6,063.00
21	3	EA	SHEETPILE HEADWALL	\$ 2,570.00	0	\$ 1,700.00	\$ -	\$ 2,570.00
22	24	LF	18" CCP LOW STAGE INLET PIPE		0	\$ 75.00	\$ -	\$ -
23	1	EA	18" CONCRETE TRASH RACK		0	\$ 3,000.00	\$ -	\$ -
24	53	LF	12" PVC DRAWDOWN PIPE		0	\$ 60.00	\$ -	\$ -
25	1	EA	12" BAR TRASH RACK		0	\$ 400.00	\$ -	\$ -
26	1	EA	12" LINE GATE	\$ 6,617.00	0	\$ 30,000.00	\$ -	\$ 6,617.00
27	2300	LF	FENCE REMOVAL(ADB ENGINEER)		0	\$ 1.00	\$ -	\$ -
28	1420	LF	FENCE PLACEMENT(ADB ENGINEER)		0	\$ 8.00	\$ -	\$ -
29	2	EA	GATE		0	\$ 650.00	\$ -	\$ -
30	2	EA	BRASS CAP MONUMENTS		0	\$ 1,300.00	\$ -	\$ -
31	7.9	AC	SEEDING		0	\$ 2,400.00	\$ -	\$ -
32	2960	LF	WATTLES		0	\$ 4.00	\$ -	\$ -
33	3	EA	PERMANENT PIEZOMETER(W/ BOLLARDS)		0	\$ 8,000.00	\$ -	\$ -
34	4	EA	SETTLEMENT PLATE		0	\$ 2,500.00	\$ -	\$ -
35	1100	LF	TYPE B DIVERSION		0	\$ 2.40	\$ -	\$ -
36	100	LF	DRAIN TILE REMOVAL (ADB ENGINEER)		0	\$ 5.00	\$ -	\$ -
37	100	LF	DRAIN TILE PLACEMENT(ADB ENGINEER)		0	\$ 10.00	\$ -	\$ -
38	0	EA	SEPTIC TANK AND LATERAL FIELD		0	\$ -	\$ -	\$ -
39	1	LS	QUALITY CNTROL INSPECTION		0	\$ 6,500.00	\$ -	\$ -
40	150	SY	GEOTEXTILE FILTER FABRIC		0	\$ 12.00	\$ -	\$ -
				TOTAL 26A		\$ 135,931.00	\$ 109,625.00	\$ 245,556.00

ITEM NO.	QTY	UNIT	DESCRIPTION	MATERIAL STORED	QTY TO DATE	UNIT PRICE	TOTAL	TOTAL PLUS STORED MATERIAL
SITE 26B								
1	1	LS	MOBILIZATION		0.5	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00
2	1	LS	CONSTRUCTION STAKING		0.1	\$ 12,000.00	\$ 1,200.00	\$ 1,200.00
3	1	EA	CONSTRUCTION ENTRANCE		0	\$ 2,560.00	\$ -	\$ -
4	1	LS	DEWATERING		0	\$ 15,000.00	\$ -	\$ -
5	15	AC	GENERAL CLEARING AND GRUBBING		9	\$ 2,000.00	\$ 18,000.00	\$ 18,000.00
7	77628	CY	EARTHWORK FILL (AT1.2 COMPACTION)		0	\$ 3.70	\$ -	\$ -
8	2946	CY	EARTHWORK CUT AND SPOIL		0	\$ 4.00	\$ -	\$ -
9	814	TN	AGGREGATE 47B FINE		0	\$ 34.00	\$ -	\$ -
10	4	TN	1" WASHED AGGREGATE		0	\$ 210.00	\$ -	\$ -
11	205	TN	C33 #8 AGGREGATE		0	\$ 55.00	\$ -	\$ -
12	4888	TN	CLASS B RIP RAP		0	\$ 90.00	\$ -	\$ -
13	855	TN	3" CRUSHED AGGREGATE		0	\$ 45.00	\$ -	\$ -
14	961	LF	6" PERFORATED DUAL WALL PVC		0	\$ 23.00	\$ -	\$ -
15	90	LF	8" GALVANIZED STEEL PIPE		0	\$ 25.00	\$ -	\$ -
16	177	LF	24" RCPP PRINCIPAL SPILLWAY	\$ 60,668.00	0	\$ 550.00	\$ -	\$ 60,668.00
17	2	EA	PRINCIPAL SPILLWAY PIPE SUPPORTS		1.5	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00
18	23	CY	STRUCTURAL CONCRETE (CLASS 4000)		0	\$ 2,150.00	\$ -	\$ -
19	4285	LB	REINFORCING STEEL	\$ 3,277.00	0	\$ 2.50	\$ -	\$ 3,277.00
20	1	LS	METAL FABRICATION	\$ 6,063.00	0	\$ 11,000.00	\$ -	\$ 6,063.00
21	3	EA	SHEETPILE HEADWALL	\$ 2,570.00	0	\$ 1,700.00	\$ -	\$ 2,570.00
22	24	LF	18" CCP LOW STAGE INLET PIPE		0	\$ 75.00	\$ -	\$ -
23	1	EA	18" CONCRETE TRASH RACK		0	\$ 3,100.00	\$ -	\$ -
24	64	LF	12" PVC DRAWDOWN PIPE		0	\$ 60.00	\$ -	\$ -
25	1	EA	12" BAR TRASH RACK		0	\$ 400.00	\$ -	\$ -
26	1	EA	12" LINE GATE	\$ 6,617.00	0	\$ 30,000.00	\$ -	\$ 6,617.00
27		LF	FENCE REMOVAL(ADB ENGINEER)		0		\$ -	\$ -
28		LF	FENCE PLACEMENT(ADB ENGINEER)		0		\$ -	\$ -
29		EA	GATE		0		\$ -	\$ -
30	2	EA	BRASS CAP MONUMENTS		0	\$ 1,300.00	\$ -	\$ -
31	12.5	AC	SEEDING		0	\$ 2,400.00	\$ -	\$ -
32	2985	LF	WATTLES		0	\$ 4.00	\$ -	\$ -
33		EA	PERMANENT PIEZOMETER(W/ BOLLARDS)		0		\$ -	\$ -
34	4	EA	SETTLEMENT PLATE		0	\$ 1,600.00	\$ -	\$ -
35	1040	LF	TYPE B DIVERSION		0	\$ 2.40	\$ -	\$ -
36	650	LF	DRAIN TILE REMOVAL (ADB ENGINEER)		0	\$ 2.00	\$ -	\$ -
37	100	LF	DRAIN TILE PLACEMENT(ADB ENGINEER)		0	\$ 26.00	\$ -	\$ -
38	1	EA	SEPTIC TANK AND LATERAL FIELD		0	\$ 13,000.00	\$ -	\$ -
39	1	LS	QUALITY CNTROL INSPECTION		0	\$ 6,500.00	\$ -	\$ -
40	150	SY	GEOTEXTILE FILTER FABRIC		0	\$ 12.00	\$ -	\$ -
TOTAL 26B				\$ 79,195.00			\$ 50,200.00	\$ 129,395.00

ITEM NO.	QTY	UNIT	DESCRIPTION	MATERIAL STORED	QTY TO DATE	UNIT PRICE	TOTAL	TOTAL PLUS STORED MATERIAL
SITE 27								
1	1	LS	MOBILIZATION		0.75	\$ 80,000.00	\$ 60,000.00	\$ 60,000.00
2	1	LS	CONSTRUCTION STAKING		0.55	\$ 12,000.00	\$ 6,600.00	\$ 6,600.00
3	1	EA	CONSTRUCTION ENTRANCE		1	\$ 2,650.00	\$ 2,650.00	\$ 2,650.00
4	1	LS	DEWATERING		0	\$ 15,000.00	\$ -	\$ -
5	22	AC	GENERAL CLEARING AND GRUBBING		16	\$ 3,000.00	\$ 48,000.00	\$ 48,000.00
7	93619	CY	EARTHWORK FILL (AT1.2 COMPACTION)		13285	\$ 3.90	\$ 51,811.50	\$ 51,811.50
8	9265	CY	EARTHWORK CUT AND SPOIL		5500	\$ 4.00	\$ 22,000.00	\$ 22,000.00
9	990	TN	AGGREGATE 47B FINE		747	\$ 34.00	\$ 25,398.00	\$ 25,398.00
10	4	TN	1" WASHED AGGREGATE		0	\$ 105.00	\$ -	\$ -
11	210	TN	C33 #8 AGGREGATE		24	\$ 55.00	\$ 1,320.00	\$ 1,320.00
12	7829	TN	CLASS B RIP RAP - STORED = 720 TONS @ \$72 / TON	\$ 51,840.00	3981	\$ 90.00	\$ 358,290.00	\$ 410,130.00
13	788	TN	3" CRUSHED AGGREGATE		201	\$ 45.00	\$ 9,045.00	\$ 9,045.00
14	964	LF	6" PERFORATED DUAL WALL PVC		793	\$ 23.00	\$ 18,239.00	\$ 18,239.00
15	90	LF	8" GALVANIZED STEEL PIPE		90	\$ 25.00	\$ 2,250.00	\$ 2,250.00
16	175	LF	24" RCPP PRINCIPAL SPILLWAY		176	\$ 550.00	\$ 96,800.00	\$ 96,800.00
17	2	EA	PRINCIPAL SPILLWAY PIPE SUPPORTS		2	\$ 4,000.00	\$ 8,000.00	\$ 8,000.00
18	23	CY	STRUCTURAL CONCRETE (CLASS 4000)		11	\$ 2,150.00	\$ 23,650.00	\$ 23,650.00
19	4465	LB	REINFORCING STEEL	\$ 1,635.00	2232	\$ 2.50	\$ 5,580.00	\$ 7,215.00
20	1	LS	METAL FABRICATION	\$ 6,063.00	0	\$ 11,000.00	\$ -	\$ 6,063.00
21	3	EA	SHEETPILE HEADWALL	\$ -	3	\$ 1,700.00	\$ 5,100.00	\$ 5,100.00
22	24	LF	18" CCP LOW STAGE INLET PIPE		0	\$ 75.00	\$ -	\$ -
23	1	EA	18" CONCRETE TRASH RACK		0	\$ 3,100.00	\$ -	\$ -
24	63	LF	12" PVC DRAWDOWN PIPE		0	\$ 60.00	\$ -	\$ -
25	1	EA	12" BAR TRASH RACK		0	\$ 400.00	\$ -	\$ -
26	1	EA	12" LINE GATE	\$ 6,617.00	0.1	\$ 30,000.00	\$ 3,000.00	\$ 9,617.00
27	1065	LF	FENCE REMOVAL(ADD ENGINEER)		500	\$ 1.00	\$ 500.00	\$ 500.00
28	1170	LF	FENCE PLACEMENT(ADD ENGINEER)		0	\$ 10.00	\$ -	\$ -
29		EA	GATE		0		\$ -	\$ -
30	2	EA	BRASS CAP MONUMENTS		0	\$ 1,300.00	\$ -	\$ -
31	18.4	AC	SEEDING		0	\$ 2,400.00	\$ -	\$ -
32	3735	LF	WATTLES		0	\$ 4.00	\$ -	\$ -
33	3	EA	PERMANENT PIEZOMETER(W/ BOLLARDS)		0	\$ 8,000.00	\$ -	\$ -
34	4	EA	SETTLEMENT PLATE		0	\$ 1,800.00	\$ -	\$ -
35	1402	LF	TYPE B DIVERSION		0	\$ 2.50	\$ -	\$ -
36	1500	LF	DRAIN TILE REMOVAL (ADB ENGINEER)		0	\$ 2.60	\$ -	\$ -
37	100	LF	DRAIN TILE PLACEMENT(ADB ENGINEER)		0	\$ 10.00	\$ -	\$ -
39	1	LS	QUALITY CNTROL INSPECTION		0.25	\$ 6,400.00	\$ 1,600.00	\$ 1,600.00
40	150	SY	GEOTEXTILE FILTER FABRIC		0	\$ 10.00	\$ -	\$ -
TOTAL 27				\$ 66,155.00			\$ 749,833.50	\$ 815,988.50

Wahoo Creek Dams 26A, 26B, and 27 – Progress Meeting Agenda

June 24th, 09:00 AM, Next meeting=> July 29th, 09:00 AM

1. Project Schedule & Phasing

- a. Work completed since last meeting
 - i. 24" principal spillway pipe passed leak testing (Site 27).
 - ii. Poured the concrete bedding for the 24" principal spillway (Site 27).
 - iii. 24" principal spillway backfilled (Site 27).
 - iv. Two lifts of the riser structure poured (Site 27).
 - v. Channel cleanout and backfill started (Site 26A).
 - vi. Kelly with TCI indicated that the current number of SWPP inspections performed were 10 for Site 26A, 5 for Site 26B, and 11 for Site 27.
 - vii. Modification of vertical steel for the 2nd and 3rd lift was made in the field to accommodate constructability concerns from TCI.
- b. Work planned for the month (contractor update)
 - i. Start installation of the 12" drawdown port and 12" line valve on Site 27 (TCI)
 - ii. Continue installation of the riser structure for Site 27 (TCI).
 - iii. Continue channel cleanout and backfill on Site 26A (Shanahan).

2. Coordination with others

- a. Coordinate with landowners as needed on crops/project limits surrounding borrow areas and permanent pool (ongoing concern).
- b.

3. Progress Payments

- a. Pay application #7 (work through 06/20/25) is in review by Olsson.
- b. Pay application #8 needs to be submitted to Olsson by July 25th

4. Change Orders/WCD

- a.

5. Contractor Action Items

- a. Pipe Submittals
- b. Steel Submittals
- c. Concrete Submittals
 - i. ~~Concrete Cure — Approved and returned by Olsson on 05/13/25.~~
- d. Coordinate installation of settlement plates and piezometers.
 - i. Piezometers are for long term monitoring. They are to be installed between the embankment completion and the first filling of the reservoir
 - ii. Settlement plates to be installed at the first embankment lift and survey shots of the settlement plate and embankment elevation to be taken once per week.
- e. Provide survey shots and joint measurements for 24" principal spillway pipe taken on 5/30 (Site 27).
- f. Maintain road closure barricades on County Rd. Z while Type B Riprap is staged there (Site 26A).
- g. Move the porta john out of the field drive adjacent to County Rd. Z (Site 26A).

6. LPNNRD Action Items

- a.
- b.

7. Olsson Action Items

- a. Provide Thompson Construction and Hazard Engineering with additional CAD files as needed.
- b.

8. Attendees:

First	Last	Company	Present
Sean	Elliott	LPNNRD	X
Ryan	Sabatka	LPNNRD	
Dan	Lightbody	Olsson	X
Brian	Jueneman	Olsson	X
Isaac	Miesbach	Olsson	X
Allen	Gehring	NRCS	
Thomas	Mountford	NRCS	
Jason	Sall	NRCS	
Kelly	Thompson	TCI	X
Lance	French	TCI	
Travis	Hazard	Hazard Engineering	
Darren	Brown	Hazard Engineering	
Richard	Shanahan	Shanahan	
Ryan	Chapman	LPNNRD	X



WORKER 1

WORKER 2

WOODEN FORMWORK STRUCTURE

CONSTRUCTION SITE







Invoice



601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

June 26, 2025
Invoice No: 542339

Ryan Chapman
Lower Platte North NRD
PO Box 126
Wahoo, NE 68066-0126

Invoice Total \$15,975.54

Olsson Project # 023-00443 LPNNRD Wahoo Creek Watershed Flood Reduction Project Real Estate Services
Professional services rendered through June 7, 2025 for work completed in accordance with our Agreement dated February 17, 2023.

Phase 100 Real Estate Acquisitions

Labor

	Hours	Amount	
Principal	52.00	12,723.22	
CAD Designer	10.50	932.20	
Administrative/Clerical	18.50	1,316.43	
Totals	81.00	14,971.85	
Total Labor			14,971.85

Reimbursable Expenses

Filing Fees	651.20	
Personal Vehicle Mileage	252.00	
Shipping and Delivery	97.00	
Total Reimbursables	1,000.20	1,000.20

Unit Billing

Line Drawing-Bond	3.49	
Total Units	3.49	3.49

Total this Phase \$15,975.54

Billing Limits

	Current	Prior	To-Date
Total Billings	15,975.54	163,602.63	179,578.17
Limit			210,000.00
Balance Remaining			30,421.83

AMOUNT DUE THIS INVOICE \$15,975.54

Billings to Date

	Current	Prior	Total
Labor	14,971.85	145,474.23	160,446.08
Expense	1,000.20	17,820.40	18,820.60

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	023-00443	LPNNRD Wahoo Creek Watershed Flood	Invoice	542339
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Internal Unit	3.49	308.00	311.49
Totals	15,975.54	163,602.63	179,578.17

Email invoices to: rchapman@lpnrd.org; selliott@lpnrd.org and CC: jbrenig@lpnrd.org

Authorized By: Danielle Allen

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

IN THE COUNTY COURT OF SAUNDERS COUNTY, NEBRASKA

LOWER PLATTE NORTH)
NATURAL RESOURCES)
DISTRICT, a Nebraska Political)
Subdivision,)
)
Petitioner-Condemner,)
)
-vs-)
)
THE 1131 COUNTY ROAD 27)
TRUST, NO. 2410111210, DATED)
10/11/2024,)
)
Respondent-Condemnee.)

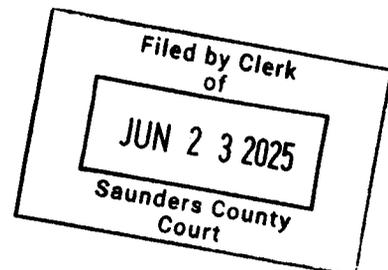
CASE NO. CI 25-290

REPORT OF APPRAISERS

COMES NOW the undersigned and reports to the County Judge and to the Court, pursuant to Neb. Rev. Stat. § 75-710, as follows:

FIRST: The undersigned are duly appointed, qualified, and acting members of the Board of Appraisers in this proceeding by virtue of the Appointment of Appraisers duly served upon us by the Sheriff of Saunders County, Nebraska in this condemnation action, and after having taken and filed the Oath of Appraisers on June 9, 2025.

SECOND: On June 23, 2025, commencing at approximately 10:00 a.m. the undersigned: (a) carefully inspected and viewed the property taken or sought to be taken as detailed below:



A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF A 10.10 ACRE TRACT OF LAND AS REFERRED TO IN BOOK 246, PAGE 427, SAUNDERS COUNTY RECORDS, LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE 6TH P.M., SAUNDERS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID 10.10 ACRE TRACT, SAID POINT BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE, WEST, ALONG THE NORTH LINE OF SAID 10.10 ACRE TRACT, SAID LINE BEING THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER, ON AN ASSUMED BEARING OF SOUTH 87 DEGREES 41 MINUTES WEST, A DISTANCE OF 338 FEET, MORE OR LESS, TO A POINT; THENCE SOUTH 00 DEGREES 11 MINUTES WEST A DISTANCE OF 96 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES WEST A DISTANCE OF 341 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 41 DEGREES 48 MINUTES WEST A DISTANCE OF 98 FEET, MORE OR LESS, TO THE WEST LINE OF SAID 10.10 ACRE TRACT; THENCE NORTH 25 DEGREES 49 MINUTES WEST, ALONG SAID WEST LINE, A DISTANCE OF 7 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID 10.10 ACRE TRACT; THENCE NORTH 87 DEGREES 41 MINUTES EAST, ALONG THE NORTH LINE OF SAID 10.10 ACRE TRACT, SAID LINE BEING THE NORTH LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER, A DISTANCE OF 410 FEET, MORE OR LESS, TO THE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 0.8 ACRES, MORE OR LESS.

and also any other property of the Condemnees damages thereby: and (b) heard any interested party who was present while the said Property was being inspected and viewed.

THIRD: Also, on June 23, 2025, commencing at approximately 10:00 a.m. the undersigned (a) met and convened as a Board of Appraisers; (b) heard any interested party who was present at said meeting and hearing; and (c) appraised the Property sought to be condemned and ascertained and determined the damages sustained by the Condemnees.

FOURTH: The undersigned hereby find and appraise the damages that will be suffered by reason of the taking of the Property total \$ 9,000⁰⁰. Such damages to be allocated as follows:

100% - Petitioner - Condemner

IN WITNESS HEREOF, the undersigned have executed this FINAL REPORT OF APPRAISERS this 23rd day of June 23, 2025.

Mark Steele
Mark Steele
Ann Brock
Ann Brock
Tim Shanahan
Tim Shanahan

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was sent by United States Mail, postage prepaid, on the 23 day of June 23, 2025, to the following:

Jovan W. Lausterer
BROMM, LINDAHL,
FREEMAN-CADDY & LAUSTERER
P O Box 277
Wahoo NE 68066

The 1131 County Road 27 Trust, No. 2410111210
Attn: Equity Holding Corp., Trustee
P.O. Box 401624
Las Vegas, Nevada 89140-1624

DLW

Great Plains Appraisal, Inc.

PO Box 6415

Lincoln, NE 68506

+14024163477

INVOICE

INVOICE # 23C0063E

DATE 07/01/2025

DUE DATE 07/31/2025

TERMS Net 30

BILL TO

Mr. Eric Gottschalk

Lower Platte North NRD

511 Commercial Park Road

Wahoo, NE 68066-0126

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DESCRIPTION	AMOUNT
Prep/Travel/Testimony for Wahoo Creek Watershed Site 55 - Tract 6, Saunders County, NE	1,050.00
A 3% convenience fee will apply when making payment by credit card.	
BALANCE DUE	\$1,050.00

INTEREST AT THE RATE OF 1.33% PER MONTH WILL BE CHARGED
ON ALL ACCOUNTS MORE THAN 30 DAYS PAST DUE



Invoice

June 23, 2025
Project No: R220954.00
Invoice No: 162265
Invoice Amount: 22,800.00

Eric Gottschalk
Lower Platte North NRD
Commercial Park Road
PO Box 126
Wahoo, NE 68066

Project Manager Rebecca Appleford
Project R220954.00 Lower Platte North NRD HMP 2025 Update

Professional Services through June 13, 2025

Table with 6 columns: Contract Amount, Percent Complete, Billed-to-Date, Previous Billing, Current Billing. Rows include Project Management, Public Involvement and Stakeholder Participation, Data Collection and GIS Mapping, Develop Hazard Mitigation Plan, HMP Adoption, Submission, and Approval, Threat and Hazard Identification and Risk Assessment, Drought Risk Assessment and Management, and Total.

Total Amount Due Upon Receipt : \$22,800.00

Email Invoice: rchapman@lpnrd.org; jbreunig@lpnrd.org

Progress Report

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT HAZARD MITIGATION PLAN UPDATE

June 20, 2025

JEO Project Number: 220954.00
Project Contact: Becky Appleford, 217-741-0117
Professional Services through June 13, 2025

Below is a progress report for the above referenced project:

1. Overall project and budget status:

Overall Project Completion: <u>96%</u>	Overall Budget Expended: <u>95%</u>
HMP Completion: <u>95%</u>	HMP Budget Expended: <u>102%</u>
THIRA Completion: <u>100%</u>	THIRA Budget Expended: <u>100%</u>
Drought Plan Completion: <u>95%</u>	Drought Plan Budget Expended: <u>88%</u>

2. Project activities during current period (thru June 13, 2025)

- a. Finalized remaining jurisdictional participant sections
- b. Prepared HMP for public review period
- c. Uploaded documents to Google Drive for public review
- d. Prepared and sent public review notifications along with the adoption resolution template
- e. Responded to comments and questions during public review and incorporated any changes where appropriate
- f. Coordinated with LRE on GWM Plan for drought related information
- g. Completed drought report draft for NRD review
- h. Incorporated all comments and finalized drought report
- i. QC'd all documents for submittal to NEMA/FEMA for review
- j. Completed Plan Review Tool for NEMA/FEMA review and approval
- k. Submitted HMP and drought report to NEMA/FEMA on 6/13/2025

3. Planned project activities for next period (thru July 11, 2025)

- a. Respond to State or FEMA to questions or required HMP revisions
- b. Resubmit plan if needed
- c. Notify jurisdictions when the plan is approved
- d. Collect adoption resolutions and submit to State

4. Information needed from NRD or key stakeholders

- a. Pass adoption resolution and send to JEO

5. Project Schedule and Next Meeting(s)

- a. Project check-in meeting with NEMA on 6/27/25 at 11AM via Webex
- b. Waiting for FEMA HMP approval

