Platte Basin Coalition Committee
DRAFT Minutes

August 6th, 2015, 2:30 p.m. Central Time
TPNRD Ofice, Great Western Bank Building, North Platte, NE

Call to order and attendance: Miller called the meeting to order at 2:30 p.m., Central Time. Sponsors and partners in attendance (Attachment A) were:

Duane Woodward	CPNRD	Tracy Zayac	NPNRD
Jennifer Schellpeper	NDNR	John Berge	NPNRD
Jessie Wietjes	NDNR	Rod Horn	SPNRD
Melissa Mosier	NDNR	Ryan Reisdorf	SPNRD
Kayla Sharp	NDNR	John Thorburn	TBNRD
Kathy Benson	NDNR	Kent O. Miller	TPNRD

Guests in attendance:

Kevin Boyd	CNPPID	Jeff Shafer	NPPD

1. **Welcome and Open Meetings Act:** Miller noted that a copy of the Open Meetings Act was available in the meeting room.

2. **Publication of Meeting Notices:** The NDNR published a public notice (Attachment B) of the PBC meeting in the Grand Island Independent on July 28, 2015, the North Platte Telegraph on August 1, 2015, and the Scottsbluff Star Herald on July 28, 2015.

3. **Agenda Modifications:** No revisions were made to the agenda (Attachment C).

4. **Approval of June 18th, 2015, PBC Meeting Minutes:**
   Motion: To approve the June 18th, 2015, PBC meeting minutes (Attachments D).
   Berge motioned to approve and Horn seconded. Motion passed with all ayes.

5. **Budget Update (NDNR)**
   A. **Operations:** Sharp led the group in a discussion of the PBC budget summary spreadsheets (Attachment E). Sharp reported that the operations budget has had no changes since the previous meeting.

   B. **Studies:** Sharp reported the studies budget was updated for the conservation study invoice, but needs to be re-calculated to reflect the 60/40 split between NDNR and the NRDs. This will be corrected by the next meeting. The NPNRD

lease/recharge and Grandview projects were updated and contracts are being drawn. There are no further invoices on the Phase II North Dry Creek project and the remainining budget needs re-allocated.

i. **Conservation Measures Study**

a. **Invoice:** The final amont of the invoice (Attachment F) needs to be approved and then NDNR will send the invoices to the NRDs.

Motion: To approve the Flatwater Invoice on Contract #571 in the amount of $17,834.50.

Berge motioned to approve and Horn seconded. Motion passed with all ayes.

Action: Sharp will correct the study budget to reflect a 60/40 split on the Conservation Study Phase II. Sharp will send the invoices to the NRDs in the next week.

ii. **Difference Between Current and Fully Appropriated Study:** No update

iii. **Robust Review:** No update

C. **Second three-year increment funding (years 4-6):** Sharp reported that updates were made to the years 4-6 budget based on the NPNRD retirement agreement and the E65/Elwood request for additional funds (Attachment G). There were more excess flows available in the Platte than expected, resulting in an amended contract and increased project cost. An additional $85,280, split evenly between NDNR and TBNRD, were requested for approval.

Motion: To approve an additional $85,280, split evenly between NDNR and TBNRD, for the E65/Elwood Contract #800.
Woodward motioned to approve and Schellpeper seconded. Motion passed with all ayes.

6. **Project Updates**

A. **N-CORPE:** Miller reported that the current estimated timeline for construction of the north pipeline is 2016. Depending on the likely forecast released by NDNR in November, there are no current plans to pump water to the south.

B. **Orchard Alfalfa:** Woodward reported construction is done. The snagging and clearing was done in the spring, and some rehabilitation was also completed on a few turnouts. Applications for transferring water back to the river will be submitted to NDNR.

C. **J-2 Regulating Reservoir:** Schellpeper asked guest Kevin Boyd if he had any input. He reported that the CNPPID board held a special meeting a month ago at which a motion to approve the use of condemnation for the project did not pass, but this could come up for a vote again in the future. CNPPID staff continue to negotiate with landowners. The estimated cost of the project has increased signficiantly.

D. **North Platte NRD Lease:** Berge reported that work on permits with NDNR continues.

E. **Tri-Basin Phase II Augmentation:** Thorburn reported the augmentation wells ran for 10 days in early May.

F. **South Platte NRD Temporary Retirement Agreement:** Horn reported that water use at the project site continues to be monitored.

G. **North Platte NRD Retirement Agreement:** NDNR is still in the process of putting the contract together for NPNRD's retirement reimbursement proposal #1 from the June 18, 2015 meeting. Proposal #1 includes total funding for the project, rather than payments made to day, and reimbursements for payments will be made through a sub-account with the Nebraska Community Foundation. Once the contract for proposal #1 is completed, a vote will need to be taken to approve the changed funding amount.

***Action*:** NDNR staff will work with NPNRD in putting together the contract for the groundwater retirement project.

7. **Public Comments:** There were no public comments.

8. **Adjourn:** Miller reminded everyone to bring their calendars to the October meeting so that the meetings for 2016 could be scheduled. The meeting adjourned at 2:49 p.m.

Action Item Summary:

1) Sharp will change the study budget to reflect 60/40 split.
2) Sharp will send out invoices to the NRDs.
3) NDNR staff will work on the North Platte NRD Retirement paperwork.
4) Schedule the 2016 meetings.

Next meetings of the PBC are scheduled for the following dates, times, and locations:

October 6, 2015	2:30 p.m.	TPNRD Office, Great Western Bank Building, North Platte, NE
December 7, 2015	2:30 p.m.	TPNRD Office, Great Western Bank Building, North Platte, NE

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PLATTE BASIN COALITION / AUGUST 6, 2015
2:30 P.M.

	NAME	ORG	EMAIL
1	MELISSA MOSIER	NDNR	melissa.mosier@nebraska.gov
2	Jennifer Schellpeper	NDNR	jennifer.schellpeper@nebraska.gov
3	Jessie Witjes	NDNR	jessie.witjes@nebraska.gov
4	Duane Woodward	CPNRD	Woodward@cpnrd.org
5	Kayla Sharp	NDNR	Kayla.sharp@nebraska.gov
6	Kathy Benson	NDNR	Kathy.Benson@nebraska.gov
7	ROD L. HORN	SPNRD	rlhorn@spnrd.org
8	Jeff Shafer	NPPD	jtshafe@nppd.com
9	Kevin Boyd	Central	Kmboyd@cnppid.com
10	Ryan Reisdorff	SPNRD	rreisdorff@spnrd.org
11	John Berge	NPNRD	jberge@npnrd.org
12	Tracy Zayac	NPNRD	tzayac@npnrd.org
13	John Thorburn	Tri-Basin NRD	jthorburn@tribasinnrd.org
14	Kent O. Miller	Twin Platte NRD	komiller@tpnrd.org

PUBLIC NOTICE
MEETING
OF THE PLATTE BASIN COALITION

The Central Platte Natural Resources District, North Platte Natural Resources District, South Platte Natural Resources District, Tri-Basin Natural Resources District, Twin Platte Natural Resources District (collectively, the Platte Basin NRDs), and the Nebraska Department of Natural Resources (Department) hereby provide notice that a public meeting of the Platte Basin Coalition will be held on Thursday, August 6th, 2015, at 2:30 p.m. Central Time, at the Twin Platte Natural Resources District office, 111 South Dewey Street, North Platte, Nebraska.

The Platte Basin Coalition purpose is to create a cooperative body to assist the Platte Basin NRDs and the Department with resource management and efficient implementation of the basin-wide management plan and the individual integrated management plans for the overappropriated area of the Platte River Basin.

An agenda of the meeting is available for public inspection during normal business hours at the offices of the Platte Basin NRDs and the Department and at the following website: www.dnr.nebraska.gov. Please refer to the websites and phone numbers listed below for further information.

CPNRD: http://www.cpnrd.org or phone (308) 385-6282
215 Kaufman Avenue, Grand Island, NE 68803

NPNRD: http://www.npnrd.org or phone (308) 632-2749
100547 Airport Road, Scottsbluff, NE 69363

SPRND: http://www.spnrd.org or phone (308) 254-2377
551 Parkland Drive, Sidney, NE 69162

TBNRD: http://www.tribasinnrd.org or phone (308) 995-6688
1723 Burlington Street, Holdrege, NE 68949

TPNRD: http://www.tpnrd.org or phone (308) 535-8080
111 S Dewey Street, North Platte, NE 69101

Department: http://www.dnr.nebraska.gov or phone (402) 471-2363
301 Centennial Mall South, 4th Floor, Lincoln, NE 68508

Individuals with disabilities may request auxiliary aids and services necessary for participation by contacting Melissa Mosier at the Nebraska Department of Natural Resources, 301 Centennial Mall South, PO Box 94676, Lincoln, NE 68509-4676, telephone (402) 471-3948 or e-mail melissa.mosier@nebraska.gov.

DRAFT Agenda
Platte Basin Coalition Committee Meeting

August 6th, 2015, 2:30 p.m. Central Time
TPNRD Office, Great Western Bank Building, North Platte, NE

1. Welcome and Open Meetings Act
2. Publication of Meeting Notices
3. Agenda Modifications
4. Approval of June 18, 2015, PBC Meeting Minutes
5. Budget Update (NDNR)
    A. Operations
    B. Studies
        i. Conservation Measures Study
            a. Invoice
        ii. Difference Between Current and Fully Appropriated Study
        iii. Robust Review
    C. Second three-year increment funding
6. Project Updates
    A. N-CORPE (TPNRD)
    B. Orchard Alfalfa (CPNRD)
    C. J-2 Regulating Reservoir (NDNR)
    D. North Platte NRD Lease (NPNRD)
    E. Tri-Basin NRD Phase II Augmentation (TBNRD)
    F. South Platte NRD Temporary Retirement Agreement (SPNRD)
    G. North Platte NRD Retirement Agreement (NPNRD)
        i. Proposal Reimbursement Update (NDNR)
7. Public Comments
8. Adjourn

Next PBC meetings are scheduled for the following dates and will be held at 2:30 p.m. Central Time at the Twin Platte NRD office:

- October 6th, 2015
- December 7th, 2015

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Platte Basin Coalition Committee
DRAFT Minutes

June 18th, 2015, 2:30 p.m. Central Time
Holiday Inn Express & Suites, North Platte, NE

Call to order and attendance: Miller called the meeting to order at 2:30 p.m., Central Time. Sponsors and partners in attendance (Attachment A) were:

Jesse Mintken	CPNRD	Travis Glanz	SPNRD
Duane Woodward	CPNRD	Rod Horn	SPNRD
Melissa Mosier	NDNR	Tammy Fahrenbruch	TBNRD
Jennifer Schellpeper	NDNR	Nolan Little	TBNRD
Jim Schneider	NDNR	Larry Reynolds	TBNRD
Kayla Sharp	NDNR	Ann Dimmitt	TPNRD
John Berge	NPNRD	Kent Miller	TPNRD
Kyle Ann Hopkins	NPNRD	Landon Shaw	TPNRD
Tracy Zayac	NPNRD		

Guests in attendance:

Mike Drain	CNPPID	Brian Barels	NPPD
Dean Edson	NARD	Jeff Shafer	NPPD

1. **Welcome and Open Meetings Act:** Miller noted that a copy of the Open Meetings Act was available in the meeting room.

2. **Publication of Meeting Notices:** The NDNR published a public notice (Attachment B) of the PBC meeting in the Grand Island Independent on June 11, 2015, the North Platte Telegraph on June 11, 2015, and the Scottsbluff Star Herald on June 9, 2015.

3. **Agenda Modifications:** No revisions were made to the agenda (Attachment C).

4. **Approval of April 13th, 2015, PBC Meeting Minutes:**
   Motion: To approve the April 13th, 2015, PBC meeting minutes (Attachments D).
   Schellpeper motioned to approve and Horn seconded. Motion passed with all ayes.

5. **Budget Update (NDNR)**
   A. **Operations:** Sharp led the group in a discussion of the PBC budget summary spreadsheets (Attachment E). Sharp reported that the operations budget has had no changes since the previous meeting.

B. **Studies:** Sharp reported that contract numbers were added to the contracts per request of the PBC. The contracts are also being merged into one file so they can be reviewed more efficiently.

Action: Sharp will work on merging the PBC contract files.

C. **Second three-year increment funding:** NDNR did revise Exhibit 1 of the amendment to the Platte Basin Water Project Coalition interlocal cooperative agreement to include the dollar amount of the Phase I Conservation Study to the studies budget. Payments were made on North Dry Creek in the amount of $3,000 leaving a balance of $17,160. Sharp noted that to close-out the North Dry Creek budget we need to know if more invoices are expected or if all invoices have been received. Orchard Alfalfa spent their funding in years 1-3 on the recent October through March payment request. In years 4-6, Sharp confirmed with Mark Czaplewski of CPNRD that Orchard Alfalfa has $20,722.74 remaining to spend on their project.

Proposals for funding for four spring and summer of 2015 excess flow groundwater recharge projects were proposed to the PBC members. Schellpeper referred to the project proposal memos handed out to the members (Attachments F and G). The total new cost for the recharge projects involving the Platte Valley, Western, and Suburban Irrigation Districts is $25,000. This proposal would require discussion on how NET funds may be reallocated due to TPNRD funds for years 4-6 already being budgeted for. The acre-foot cap for the Elwood Reservoir and E-65 Canal recharge project was increased from 10,000 to 15,000 for the spring/summer 2015 excess flows, resulting in a request for an additional $213,200 in funding.

Motion: To approve the funding request from TPNRD, SPNRD, and NDNR for Suburban, Western, and Platte Valley recharge projects. Funding for TPNRD's portion of these projects is approved on the condition that there are NET funds available at the end of years 4, 5, and 6. Total project cost of $25,000 with Suburban Irrigation District Project $2,000 by TPNRD, $3,000 by NDNR; Western Irrigation District Project $4,200 by TPNRD, $1,800 by SPNRD, $9,000 by NDNR; Platte Valley Irrigation District $2,000 by TPNRD, $3,000 by NDNR.
Woodward motioned to approve and Horn seconded. The motion passed with all ayes.

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Motion: To approve the funding request from TBNRD and NDNR for the spring/summer 2015 Elwood Reservoir and E-65 Canal recharge projects. Total project costs of $213,200 with $106,600 by TBNRD, and $106,600 by NDNR.

Reynolds motioned to approve and Woodward seconded. The motion passed with all ayes.

6. **Project Updates**

A. **N-CORPE:** Miller reported that the current estimated timeline for construction of the north pipeline is 2016. State-revolving funds are being sought, but legislative action is required to change statute and allow use of these funds. New language is expected to be introduced in the next legislative session. Easements are completed for the six miles of county road and work on the easements with landowners on approximately four miles should wrap up in about six weeks.

B. **Orchard Alfalfa:** Woodward reported that in May they did divert water due to excess flows, and also filed transfer water rights on approximately 3,000 of the 4,000 acres that are to be transferred back to the river.

C. **J-2 Regulating Reservoir:** Schellpeper referred attendees to the quarterly update in the meeting packet (Attachment H). Issues were identified in that the anticipated costs are likely to increase and they plan to deliver an updated opinion of the costs sometime this year. Schneider offered that the increase is primarly due to the changing construction bidding climate in that more companies were looking for work when the initial cost estimate was made. It was asked if the project costs could be capped. Schneider stated monetary commitment could be reduced but that would also reduce the percentage of benefits through PRRIP that the State would receive.

D. **North Platte NRD Lease:** At the preceeding Upper Platte Basin-Wide IMP Annual Meeting, Berge reported on the Cow Camp project for which the NPNRD leased approximately 350 acres of farmland and how the historic irrigated crop water use of those acres was calculated so as to be credited toward NPNRD's obligations (Attachment I). The next steps in the project are to finalize documentation of the project and submit an amended recharge permit application to NDNR.

E. **Tri-Basin Phase II Augmentation:** At the preceeding Upper Platte Basin-Wide IMP Annual Meeting, Little reported that the second augmentation well was put in place (Attachment J). The second well was run for a few days this spring in order to test it.

F. **South Platte NRD Temporary Retirement Agreement:** Glanz reported that SPNRD is monitoring water use at the temporary retirement location.

7. **Project Requests:**

A. **North Platte NRD Retirement Agreement:** Berge referred to the retirement project funding proposal memo in the meeting packet (Attachment K). These are groundwater retirement projects that NPNRD is seeking reimbursement for. Miller mentioned that it is important to ensure that this proposed reimbursement is legal and that the legislature would view it as money spent. Berge stated he didn't need action on Proposal #1 today and the group agreed to consider Proposal #2 for action while waiting on a determination on Proposal #1 from the NDNR staff.

Motion: To approve Proposal #2 as outlined in the NPNRD memo ($75,815.25 x 3), while waiting for NDNR staff to address Proposal #1.
Mintken motioned to approve and Horn seconded. The motion passed with all ayes.

***Action*:** NDNR staff will look into Proposal #1 of NPNRD's Groundwater Retirement Package and report back to the group at the August 6, 2015, PBC meeting.

8. **Public Comments:** There were no public comments.

9. **Adjourn:** The meeting adjourned at 3:04 p.m.

Action Item Summary:

1) Sharp will work on merging the PBC contract files.
2) NDNR staff will look into Proposal #1 of NPNRD's Groundwater Retirement Package and report back to the group at the August 6, 2015, PBC meeting.

Next meetings of the PBC are scheduled for the following dates, times, and locations:

August 6, 2015	2:30 p.m.	TPNRD Office, Great Western Bank Building, North Platte, NE
October 6, 2015	2:30 p.m.	TPNRD Office, Great Western Bank Building, North Platte, NE
December 7, 2015	2:30 p.m.	TPNRD Office, Great Western Bank Building, North Platte, NE

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PBC Operations Budget

PBC Funding Summary Updated 3/23/2015

PBHEP Budget Summary	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NDNR	Total by Year	
Budget Year 1	$ 503.33	$ 503.33	$ 503.33	$ 503.33	$ 503.34	$ 503.34	$ 3,020.00	*Paid 5/23/13*
Budget Year 2	$ 535.85	$ 535.85	$ 535.85	$ 535.85	$ 535.85	$ 535.85	$ 3,215.10	*Paid 3/7/14*
Budget Year 3	*$ 561.15*	*$ 561.15*	*$ 561.15*	*$ 561.15*	*$ 561.15*	*$ 561.15*	*$ 3,366.90*	*paid 3/17/15*
Total 3 Year Budget	**$ 1,600.33**	**$ 1,600.33**	**$ 1,600.33**	**$ 1,600.33**	**$ 1,600.34**	**$ 1,600.34**	**$ 9,602.00**	

PBC Budget Summary**	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NDNR	Total by Year
Budget Year 4	$ 597.40	$ 597.40	$ 597.40	$ 597.40	$ 597.40	$ 597.40	$ 3,584.41
Budget Year 5	$ 636.00	$ 636.00	$ 636.00	$ 636.00	$ 636.00	$ 636.00	$ 3,815.97
Budget Year 6	$ 677.08	$ 677.08	$ 677.08	$ 677.08	$ 677.08	$ 677.08	$ 4,062.50
Total 3 Year Budget	***$1,910.48***	***$1,910.48***	***$1,910.48***	***$1,910.48***	***$1,910.48***	***$1,910.48***	***$11,462.88***

PBC Study Budget

Updated 8/4/2015

PBHEP Budget Summary	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NDNR	Total by Year
Invoice 13-1511 (Phase I ConPracStudy)	$ -	$ -	$ -	$ -	$ -	$ 24,556.00	
Invoice 13-1537 (Phase I ConPracStudy)	$ -	$ -	$ -	$ -	$ -	$ 42,096.00	
Invoice 13-1560 (Phase I ConPracStudy)	$ -	$ -	$ -	$ -	$ -	$ 3,508.00	
Contract # 571	$ -	$ -	$ -	$ -	$ -	$ -	
Total 3 Year Budget	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 70,160.00**	**$ 70,160.00**

Remaining $ -

Conservation Study Phase II	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total	Remaining
Invoice 15-1764 (Phase II)	$ 3,566.90	$ 3,566.90	$ 3,566.90	$ 3,566.90	$ 3,566.90	$ 17,834.50	$ 17,834.50		$ 208,165.50
Contracted (#571)	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Total	$ 22,600.00	$ 22,600.00	$ 22,600.00	$ 22,600.00	$ 22,600.00	$ 113,000.00	$ 113,000.00	$ 226,000.00	

Post-1997 Study	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total	Remaining
Invoice 14-1637	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,678.75		$ 13,886.25
Invoice 15-1724	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,435.00		
Contracted with Flatwater (#772)	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ 31,113.75	$ 45,000.00	

Consultant Estimates October 2014	$ 115,000.00	$ 107,000.00						$ 222,000.00
OA/FA Study	**CPNRD**	**NPNRD**	**SPNRD**	**TBNRD**	**TPNRD**	**NRD Total**	**IWMPPF**	**Total**
Contracted (#571)	$ 9,000.00	$ 9,000.00	$ 9,000.00	$ 9,000.00	$ 9,000.00	$ 45,000.00	$ 180,000.00	$ 225,000.00

Robust Review Work	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total
Budget Pre-Estimate	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ 200,000.00	$ 400,000.00

	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	IWMPPF	Total
Total Study Budget	$ 31,600.00	$ 31,600.00	$ 31,600.00	$ 31,600.00	$ 31,600.00	$ 358,000.00	$ 524,113.75	$ 180,000.00	$ 896,000.00

PBC Budget Years 1 to 3 Review and Amendments
Updated 8/4/2015

Table 1

PBC Budget Summary	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Year	
Budget Year 1	$ 301,400.00	$ 708,400.00	$ 61,600.00	$ 444,400.00	$ 684,200.00	$ 2,200,000.00	$ 3,300,000.00	$ 2,200,000.00	$ 7,700,000.00	
Budget Year 2	$ 301,400.00	$ 708,400.00	$ 61,600.00	$ 444,400.00	$ 684,200.00	$ 2,200,000.00	$ 3,300,000.00	$ 2,200,000.00	$ 7,700,000.00	
Budget Year 3	$ 301,400.00	$ 708,400.00	$ 61,600.00	$ 444,400.00	$ 684,200.00	$ 2,200,000.00	$ 3,300,000.00	$ 2,200,000.00	$ 7,700,000.00	
Total 3 Year Budget	***$ 904,200.00***	***$ 2,125,200.00***	***$ 184,800.00***	***$ 1,333,200.00***	***$ 2,052,600.00***	***$ 6,600,000.00***	***$ 9,900,000.00***	***$ 6,600,000.00***	***$ 23,100,000.00***	
Amendment 1 Total (Dec-13) [NPNRD lease &Easement]	$ -	$ 121,788.00	$ -	$ -	$ -	$ 121,788.00	$ -	$ 9,432.00	$ 131,220.00	
Amendment 2 Total (Dec-13) [fall 2013 gw recharge]	$ 6,000.00	$ -	$ 2,970.00	$ 112,199.34	$ 10,930.00	$ 132,099.34	$ -	$ 198,149.00	$ 330,248.34	
Amendment 3 Total (Aug-14) [spring 2014 gw recharge]	$ -	$ -	$ 600.00	$ 258,121.50	$ 3,600.00	$ 262,321.50	$ -	$ 264,421.50	$ 526,743.00	
Amendment 4 Total (Feb-15) [spring-winter 2014-2015, phelps gw recharge]	$ -	$ -	$ -	$ 239,435.90	$ -	$ 239,435.90	$ -	$ 295,595.90	$ 535,031.80	Feb 2015 Meeting
Total Amendment Budget	***$ 6,000.00***	***$ 121,788.00***	***$ 3,570.00***	***$ 609,756.74***	***$ 14,530.00***	***$ 755,644.74***	***$ -***	***$ 767,598.40***	***$ 1,523,243.14***	
Total 3 Year Budget & Amendments	**$ 910,200.00**	**$ 2,246,988.00**	**$ 188,370.00**	**$ 1,942,956.74**	**$ 2,067,130.00**	**$ 7,355,644.74**	**$ 9,900,000.00**	**$ 7,367,598.40**	**$ 24,623,243.14**	Feb 2015 Meeting
								$ 7,367,598.40		

PBC Budget Summary	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Year
Revised Budget Years 1 - 3*	$ 3,782,442.00	$ 203,046.00	$ 7,866.00	$ 1,802,256.74	$ 1,564,330.00	$ 7,359,940.74	$ 9,900,000.00	$ 7,374,042.40	$ 24,633,983.14

PBC Project	Cnt #	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Project	NDNR Amount Paid	Project Status - Notes	Remaining	
North Platte NRD Lease/Recharge - Cow Camp	*see notes	$ -	$ 196,758.00	$ -	$ -	$ -	$ 196,758.00	$ 121,887.00	$ 173,250.00	$ 491,895.00	$ -	Draft Contract received	$ 295,137.00	
Grandview Permanent Retirement	* see notes	$ -	$ 6,288.00	$ -	$ -	$ -	$ 6,288.00	$ -	$ 9,432.00	$ 15,720.00	$ -	Invoice being reviewed/draft contract	$ 9,432.00	
Phase II North Dry Creek	488	$ -	$ -	$ -	$ 24,000.00	$ -	$ 24,000.00	$ 36,000.00	$ -	$ 60,000.00	$ 18,839.64	Partial Payment - January 21, 2015	$ 17,160.36	****
J-2 Reregulating Reservoir	574	$ 1,168,500.00	$ -	$ -	$ 1,168,500.00	$ 934,800.00	$ 3,271,800.00	$ 4,907,700.00	$ 6,426,750.00	$ 14,606,250.00	$ 9,672,791.83	Partial Payment, under contract (12/30/2014)	$ 5,572,321.03	**
N-CORPE	778	$ -	$ -	$ -	$ -	$ 615,000.00	$ 615,000.00	$ 922,500.00	$ -	$ 1,537,500.00	$ 900,000.00	Partial Paid - September 4, 2014	$ 22,500.00	
Industrial Baseline Offset SPNRD	N/A	$ -	$ -	$ 4,296.00	$ -	$ -	$ 4,296.00	$ -	$ 6,444.00	$ 10,740.00	$ 2,148.00	Parital Payment - June 16, 2015	$ 4,296.00	
Orchard-Alfalfa Canal Rehabilitation	615	$ 1,665,578.40	$ -	$ -	$ -	$ -	$ 1,665,578.40	$ 2,498,367.60	$ -	$ 4,163,946.00	$ 2,498,367.60	Paid - June 10, 2015	$ -	
Re-Use Pits Recharge Project Spring 2014	N/A	$ -	$ -	$ 600.00	$ -	$ 3,600.00	$ 4,200.00	$ -	$ 6,300.00	$ 10,500.00	$ 6,300.00	Paid - April 17, 2015	$ -	
Thirty-Mile & Orchard Transfer from CPNRD easement package	616 & 615	$ 118,682.40	$ -	$ -	$ -	$ -	$ 118,682.40	$ 178,023.60	$ -	$ 296,706.00	$ 178,023.60	Paid - January 21, 2015	$ -	
CPNRD conservation easement package*	618	$ 623,681.20	$ -	$ -	$ -	$ -	$ 623,681.20	$ 935,521.80	$ -	$ 1,559,203.00	$ 935,521.80	Paid - October 8, 2014	$ -	
2014 E65 Canal and Elwood Reservoir Recharge Project (spring 2014)	771	$ -	$ -	$ -	$ 258,121.50	$ -	$ 258,121.50	$ -	$ 258,121.50	$ 516,243.00	$ 258,121.50	Paid - August 6, 2014	$ -	
Fall 2013 GW recharge	585-588/622-624	$ 6,000.00	$ -	$ 2,970.00	$ 112,199.34	$ 10,930.00	$ 132,099.34	$ -	$ 198,149.00	$ 330,248.34	$ 198,149.00	Paid - December 12, 2013	$ -	
Cozad & Thirty-Mile (PBHEP Overruns)	592 & 616	$ 200,000.00	$ -	$ -	$ -	$ -	$ 200,000.00	$ 300,000.00	$ -	$ 500,000.00	$ 300,000.00	Paid - September 24, 2014	$ -	
Spring 2014 E65 Canal and Elwood Reservoir Recharge Project	771	$ -	$ -	$ -	$ 34,378.65	$ -	$ 34,378.65	$ -	$ 34,378.65	$ 68,757.30	$ 34,378.50	Paid - February 26, 2015	$ 0.15	***
Fall/Winter 2014-2015 E65 Canal and Elwood Reservoir Recharge Project	800	$ -	$ -	$ -	$ 205,057.25	$ -	$ 205,057.25	$ -	$ 205,057.25	$ 410,114.50	$ 205,057.25	Paid - March 31, 2015	$ -	
Phelps Canal Diversion Project (DNR/PRRIP)	799	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 56,160.00	$ 56,160.00	$ 56,160.00	Paid - March 31, 2015	$ -	
Totals by Contributor		$ 3,782,442.00	$ 203,046.00	$ 7,866.00	$ 1,802,256.74	$ 1,564,330.00	$ 7,359,940.74	$ 9,900,000.00	$ 7,374,042.40	$ 24,633,983.14				
DNR Total														
Budget Difference from Original 3 year budget		$ (2,878,242.00)	$ 1,922,154.00	$ 176,934.00	$ (469,056.74)	$ 488,270.00	$ (759,940.74)	$ -	$ (774,042.40)	$ (1,533,983.14)				

Specific Project Amendments		CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Project	
J-2 Reservoir (original)	574	$ 1,168,500.00	$ -	$ -	$ 1,168,500.00	$ 934,800.00	$ 3,271,800.00	$ 4,907,700.00	$ 6,426,750.00	$ 14,606,250.00	
J-2 Reservoir (**revised; Aug-2013**)	574	$ 1,571,662.00	$ -	$ -	$ 1,571,662.00	$ 1,257,328.00	$ 4,400,652.00	$ 7,125,086.16	$ 8,120,026.70	$ 19,645,764.86	Additional funding committed in years 4-6
Phase II North Dry Creek (original)	488	$ -	$ -	$ -	$ 39,000.00	$ -	$ 39,000.00	$ 58,500.00	$ -	$ 97,500.00	
Phase II Augmentation North Dry Creek **(revised; Apr-2014)**	488	$ -	$ -	$ -	$ 24,000.00	$ -	$ 24,000.00	$ 36,000.00	$ -	$ 60,000.00	
CPNRD Conservation Easement Package (original)	618	$ 742,364.00	$ -	$ -	$ -	$ -	$ 742,364.00	$ 1,113,545.00	$ -	$ 1,855,909.00	
CPNRD Conservation Easement Package **(revised; Aug-2014)**	618	$ 623,681.28	$ -	$ -	$ -	$ -	$ 623,681.28	$ 935,521.80	$ -	$ 1,559,203.08	
Thirty-Mile (original)	616	$ 2,021,592.80	$ -	$ -	$ -	$ -	$ 2,021,592.80	$ 3,032,389.21	$ -	$ 5,053,982.01	
Thirty-Mile **(revised; Aug-2014)**	616	$ 2,140,275.20	$ -	$ -	$ -	$ -	$ 2,140,275.20	$ 3,210,412.81	$ -	$ 5,350,688.01	
N-CORPE (original)	778	$ -	$ -	$ -	$ -	$ 600,000.00	$ 600,000.00	$ 900,000.00	$ -	$ 1,500,000.00	
N-CORPE **(revised; Oct-2014)**	778	$ -	$ -	$ -	$ -	$ 615,000.00	$ 615,000.00	$ 922,500.00	$ -	$ 1,537,500.00	

*** CPNRD transferred money ($118,683) from Conservation Easement Package to be used for the Orchard Alfalfa Canal Rehabilitation and the Thirty-Mile Canal Rehabilitation Projects**
**** J-2 Reregulating Reservoir has one payment remaining, additional funding is set aside in years 4-6**
***** Spring 2014 E65 and Elwood Reservoir Recharge Project has a remaining balance of $0.15 due to an estimation**
***** TBNRD will there be more invoices for the North Dry Creek project due to the remaining balance of $17,160.36*

PBC Years 4 to 6 Budget Review

Updated 8/4/2015

PBC Budget Summary	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Year
Budget Year 4	$ 301,400.00	$ 708,400.00	$ 61,600.00	$ 444,400.00	$ 684,200.00	$ 2,200,000.00	$ 3,300,000.00	$1,693,277	$ 7,193,276.70
Budget Year 5	$ 301,400.00	$ 708,400.00	$ 61,600.00	$ 444,400.00	$ 684,200.00	$ 2,200,000.00	$ 3,300,000.00		5,500,000.00
Budget Year 6	$ 301,400.00	$ 708,400.00	$ 61,600.00	$ 444,400.00	$ 684,200.00	$ 2,200,000.00	$ 3,300,000.00		5,500,000.00
Total 3 Year Budget	**$ 904,200.00**	**$ 2,125,200.00**	**$ 184,800.00**	**$ 1,333,200.00**	**$ 2,052,600.00**	**$ 6,600,000.00**	**$ 9,900,000.00**	**$ 1,693,276.70**	**$ 18,193,276.70**

PBC Project	Cnt #	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Project	NDNR Amount Paid	Project Status - Notes	Remaining	Meeting Motion Ref.
North Platte NRD Lease/Recharge - Cow Camp	*see notes		$ 221,197.00				$ 221,197.00	$ 331,795.50	$ -	$ 552,992.50	$ -	Draft Contract received	$ 626,932.50	Jun 2013 pg 2 #7 C
Orchard-Alfalfa Canal Rehabilitation	615	$ 208,314.40					$ 208,314.40	$ 312,471.60	$ -	$ 520,786.00	$ 2,810,839.20	Paid - July 22, 2015	$ 0.00	Jun 2013 Pg 2 #7 B
N-CORPE	778					$ 1,730,071.10	$ 1,730,071.10	$ 2,595,106.66	$ -	$ 4,325,177.76	$ 900,000.00	Under Contract	$ 2,617,606.66	Aug 2013 pg 3 #8 B
J-2 Reregulating Reservoir	574	$ 403,161.12			$ 403,161.12	$ 322,528.90	$ 1,128,851.14	$ 2,217,386.16	$ 1,693,276.70	$ 5,039,514.00	$ 9,672,791.83	Under Contract	$ 5,572,321.03	Aug 2013 Pg 3 #8 A
Platte Valley Irrigation District	588					$ 2,000.00	$ 2,000.00	$ 3,000.00		$ 5,000.00	$ -	Under Contract	$ 3,000.00	June 2015 Pg 2 #5 C
Western Irrigation District	587			$ 1,800.00		$ 4,200.00	$ 6,000.00	$ 9,000.00		$ 15,000.00	$ -	Under Contract	$ 9,000.00	June 2015 Pg 2 #5 C
Suburban Irrigation District	586					$ 2,000.00	$ 2,000.00	$ 3,000.00		$ 5,000.00	$ -	Under Contract	$ 3,000.00	June 2015 Pg 2 #5 C
Fall/Winter 2015 E65 Canal and Elwood Reservoir Recharge Project	800				$ 106,600.00		$ 106,600.00	$ 106,600.00		$ 213,200.00	$ -	Under Contract	$ 106,600.00	June 2015 Pg 2 #5 C
NPNRD Retirement Agreement - Hardt and Tighe	*see notes		$ 151,630.50				$ 151,630.50	$ 227,445.75		$ 379,076.25	$ -	*** see below	$ 227,445.75	June 2015 Pg 4 #7 A
Totals by Contributor		**$ 611,475.52**	**$ 372,827.50**	**$ 1,800.00**	**$ 509,761.12**	**$ 2,060,800.00**	**$ 3,556,664.14**	**$ 5,805,805.67**	**$ 1,693,276.70**	**$ 11,055,746.51**				
Remaining Financial Commitments by Contributor		$ 292,724.48	$ 1,752,372.50	$ 183,000.00	$ 823,438.88	$ (8,200.00)	$ 3,043,335.86	$ 4,094,194.33	$ -	$ 7,137,530.19				

***** NPNRD Retirement Agreement - Hardt & Tighe project calculations were taken from the June 18th meeting minutes. $126,358.75 x 3= $379,076.25; NPNRD cost at 40% is $151,630.50 and DNR cost at 60% is $227,445.75**

THE FLATWATER GROUP INC.

8200 Cody Drive, Suite A
Lincoln, Nebraska 68512-9550

Phone: 402.435.5441
Fax: 402.435.7108

MEMORANDUM

To: Ms. Jessie Wietjes
Nebraska Department of Natural Resources
P.O. Box 94676
Lincoln, NE 68509-4676

From: Marc Groff

Date: 17 July 2015

Re: Progress Report – Contract #571

Period: Project Inception through 30 June 2015

Work Completed this Period:

1. Efforts this period were focused on
    a. Project initiation
    b. Development of the baseline surface water operations model
    c. Development of the Low and High Irrigation Efficiency runs through the surface water operations model
    d. Establishing tillage methods for use in the WWUM area for the Minimum Tillage Scenarios

Billings for this period are $17,834.50 -- for a billing-to-date of $17,834.50.

Deliverables

1. Conducted kick-off meeting with the project sponsors on 23 June 2015.

Concerns: None

Work Projected for Next Period:

1. Continue development of the Irrigation Efficiency Runs and begin development of the Tillage Scenarios.

THE FLATWATER GROUP INC.

Tax ID# 47-0833338
8200 Cody Dr Ste A
LINCOLN, NE 68512-9550

Invoice

Date	Invoice #
7/8/2015	**15-1764**

Bill To

Department of Natural Resources
301 Centennial Mall South
PO Box 94676
Lincoln, NE 68509-4676

PROJECT NO.	PROJECT DESCRIPTION	BILLING PERIOD	TERMS
	POAC Conservation Study	**Project start thru 6/30/2015**	**Net 30**

Work Description	Qty	Rate	Amount
LABOR HOURS			
M. Groff	12	160.00	1,920.00
I. Mortensen	10.5	105.00	1,102.50
LABOR HOUR TOTAL			3,022.50
SUBCONTRACTOR COSTS			
Wilson Water Group (See attached invoice for backup)	1	10,967.00	10,967.00
Adaptive Resources, Inc. (See attached invoice # 1476)	1	3,480.00	3,480.00
Adaptive Resources, Inc. (See attached invoice # 1505)	1	365.00	365.00
SUBCONTRACTOR COSTS			14,812.00

Total	$17,834.50
Balance Due	**$17,834.50**

June 1, 2015

Marc Groff
The Flatwater Group
8200 Cody Drive, Ste A
Lincoln, NE 68512

Dear Marc,
Please see the invoice below for Wilson Water Group's professional service in support of the POAC Impact of Soil and Conservation Measures Study over the April 1, 2015 through May 25, 2015 period. Table 1 provides the breakdown of current and total invoiced by task; primary activities performed during this time period and any comments or concerns are provided below.

May Invoice

Staff	Hours	Rate	Total
K. Sobieski	75	$ 145	$ 10,875.00
Miscellaneous Expenses			$ 92.00
Total Amount This Statement			**$ 10,967.00**

Table 1: Subtask Budget Summary

Task	Description	Estimated Budget	Month Costs	Cum Costs	% Spent	Est. % Complete	Rem. Budget
Task 1	Baseline Scenario	$ 10,000	$ 6,380	$ 6,380	64%	90%	$ 3,620
Task 2	First-Tier Analysis	$ 7,500	$ 2,175	$ 2,175	29%	50%	$ 5,325
Task 3	Second-Tier Analysis	$ 7,500	$ 2,175	$ 2,175	29%	50%	$ 5,325
Task 4	Analyses Documentation	$ 7,500	$ -	$ -	0%	0%	$ 7,500
Task 5	Coordination/ Integration	$ 7,500	$ 237	$ 237	3%	3%	$ 7,263
Project Total		**$ 40,000**	**$ 10,967**	**$ 10,967**	**27%**	**39%**	**$ 29,033**

<u>Primary Activities</u>:

- Develop the preliminary Conservation Measures Baseline Scenario by revising the WWUM StateCU and StateMod models per the assumptions documented in the scope.
- Develop the preliminary Low and High Efficiency Scenarios by revising the Conservation Measures Baseline Scenario to reflect the change in on-farm application efficiencies.

- Presented the preliminary results from the analyses to the ARI and TFG technical consultants and discussed refinement opportunities and documentation.

Comments/Concerns/Schedules:

The following comments/concerns for the current month are in bold font; comments/concerns from previous months are for reference.

None

Sincerely, Wilson Water Group LLC

Kara Sobieski, Project Manager Erin Wilson, Principal

Adaptive Resources, Inc.
Invoice

Adaptive Resources, Inc.
229 E Kiowa Ave
FORT MORGAN, CO 80701-3109

(970)370-2481
heath@adaptiveresourcesinc.com
http://www.adaptiveresourcesinc.com

Date	Invoice #
05/24/2015	1476
Terms	**Due Date**
Net 30	06/23/2015

Bill To

The Flatwater Group, Inc.
8200 Cody Dr, Ste A
Lincoln, NE 68512-9550

Amount Due	Enclosed
$3,480.00	

Please detach top portion and return with your payment.

Date	Activity	Quantity	Rate	Amount
	Conservation Measures Study			
	Week starting 05/04/2015			
05/06/2015	Review information, Conference Call	5:00	150.00	750.00
05/06/2015	Kickoff Meeting Conference Call and Discussion with Kara S. of WWG	3:00	140.00	420.00
	Week starting 05/11/2015			
05/12/2015	Review Kara's Documents	1:00	150.00	150.00
05/13/2015	Meeting with Kara on conservation Measures	6:00	150.00	900.00
05/13/2015	Conservation Study Meeting and Conference Call with Modeling Team in Fort Morgan, CO ARI Office	9:00	140.00	1,260.00
	SUBTOTAL - Conservation Measures Study = $3,480.00			
			Total	$3,480.00

We appreciate your business.

Adaptive Resources, Inc.
Invoice

Adaptive Resources, Inc.
229 E Kiowa Ave
FORT MORGAN, CO 80701-3109

(970)370-2481
heath@ari-water.com, kimberly@ari-water.com
http://www.adaptiveresourcesinc.com

Date	Invoice #
06/29/2015	1505
Terms	**Due Date**
Net 30	07/29/2015

Bill To

The Flatwater Group, Inc.
8200 Cody Dr, Ste A
Lincoln, NE 68512-9550

Amount Due	Enclosed
$3,845.00	

Please detach top portion and return with your payment.

Date	Account Summary	Amount
05/24/2015	Balance Forward	$3,480.00
	Payments and credits between 05/24/2015 and 06/29/2015	0.00
	New charges (details below)	365.00
	Total Amount Due (activity through 06/29/2015)	3,845.00

Date	Activity	Quantity	Rate	Amount
	Conservation Measures Study			
	Week starting 06/22/2015			
06/23/2015	Conservation Measures kickoff meeting prep and meeting.	1:00	140.00	140.00
06/25/2015	review of notes about tillage practices, discussion with Marc, notes after discussion	1:30	150.00	225.00
	SUBTOTAL - Conservation Measures Study = $365.00			

We appreciate your business.

Total Of New Charges	$365.00
Total Amount Due	$3,845.00

QB 7/7

To: PBC Administrators

From: Jennifer Schellpeper, NDNR; John Thorburn, TBNRD

Date: August 5, 2015

Subject: Update and Request for Funds for E65 Canal & Elwood Reservoir Project

Fall/Winter 2015 Project Update:

TBNRD, NDNR, and CNPPID amended Contract #800 (attached) on May 12, 2015, for the diversion of excess Platte River flows for the purpose of groundwater recharge. Up to 2,000 of additional acre feet of water are contracted for diversion into the Elwood or E65 Canal reservoir. On May 22, 2015, for Elwood and E65 Canal an amendment for up to additional 3,000 acre feet of water is contracted for diversion. Totals are to be split evenly between the TBNRD and NDNR, totaling $213,200 or $106,600 for each party.

Request New Funds:

TBNRD, NDNR, and CNPPID amended Contract #800 (attached) on June 26, 2015, for the diversion of excess Platte River flows for the purpose of groundwater recharge. Up to 2,000 of additional acre feet of water are contracted for diversion into the Elwood or E65 Canal reservoir. Totals are to be split evenly between the TBNRD and NDNR, totaling $85,280 or $42,640 for each party.

PBC:

The previous total cost for the E65 Canal and Elwood Reservoir projects totaling $213,000 or $106,000 for TBNRD & $106,600 for NDNR NET funds. The new cost for the E65 Canal and Elwood Reservoir projects detailed in the amendment to contract #800 and being submitted to the PBC for total payment is $85,280 or $46,640 for TBNRD & $46,640 for NDNR NET funds. The overall total cost for the project is $298,480 or $149,240 for TBNRD & $149,240 for NDNR NET funds.

AMENDMENT NO. 2 TO THE WATER SERVICE AGREEMENT- GROUNDWATER RECHARGE FROM EXCESS FLOWS BETWEEN THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT, NEBRASKA DEPARTMENT OF NATURAL RESOURCES AND TRI-BASIN NATURAL RESOURCES DISTRICT

THIS AMENDMENT NO. 2 made and entered into this 12th day of May, 2015, by and between The Central Nebraska Public Power and Irrigation District, a public corporation and political subdivision of the State of Nebraska, with its principal office located at 415 Lincoln Street, P.O. Box 740, Holdrege, NE 68949-0740, hereinafter referred to as "Central" and Tri-Basin Natural Resources District, a political subdivision of the State of Nebraska, with its principal office located at 1723 North Burlington Street, Holdrege, NE 68949, hereinafter referred to as "Tri-Basin", and the State of Nebraska, acting by and through the Nebraska Department of Natural Resources, with its principal office located at 301 Centennial Mall South, Lincoln, NE 68509-4676, hereinafter referred to as "State". Sometimes hereinafter Central, State and Tri-Basin shall be collectively referred to as "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, the Parties entered into a Water Service Agreement for Groundwater Recharge from Excess Flows using the E65 Canal and the Elwood Reservoir dated December 10, 2014, hereinafter the Original Agreement; and

WHEREAS, on December 18, 2014 the Parties entered into Amendment No. 1 to the Water Service Agreement for Groundwater Recharge from Excess Flows which amended the terms and provisions of the Original Agreement by increasing the Total Amount Diverted limit from 5,000 acre feet to 10,000 acre feet;

WHEREAS, the Parties mutually desire to amend the terms and provisions of the Agreement by increasing the Total Amount Diverted limit from 10,000 acre feet to 12,000 acre feet, whereby initial targets for the increased diversions are 1,800 acre feet into Elwood Reservoir and 200 acre feet into the E65 Canal;

NOW, THEREFORE, in consideration of the mutual promise and agreements herein contained, and other good and valuable consideration, the Parties do hereby covenant and agree that said Original Agreement be and the same hereby is amended as follows:

1. Section 1(a) of the Original Agreement is hereby amended to read as follows:

> During the term of this Agreement, Central will provide the State and Tri-Basin with groundwater recharge via seepage along and adjacent to the E65 Canal and Elwood Reservoir for the purposes described above equal to the Total Amount Diverted, as hereinafter defined, up to a maximum total of 12,000 acre feet of water in the non-irrigation season. Subsequent to the Amendment No. 1 of this Agreement, additional targets of 1,800 acre feet into Elwood Reservoir and 200 acre feet in the E65 Canal may be adjusted with agreement among the Parties. The Total Amount Diverted shall be measured by Central using the E65 Canal measuring flume located at milepost (MP) 2.8 (including water diverted and not available for recharge because of evaporation). The portion of the Total Amount Diverted that is delivered to Elwood Reservoir will be estimated using pump performance curves developed by Central, with all remaining diversions passing the MP 2.8 flume considered diversions for the E65

Canal. The Total Amount Diverted will be adjusted, as appropriate, by subtracting any deliveries or releases made by Central from the E65 Canal, at the end of each subsequent quarter or billing period, and at the beginning of the next irrigation season. The non-irrigation season will begin when Central stops releasing water into sections of the E65 Canal for irrigation and end when Central begins releasing water into sections of the E65 Canal for irrigation, as determined by Central.

2. In the event any terms and provisions of this Amendment are construed to conflict with the terms and provisions of the Original Agreement, the terms and provisions of this Amendment shall prevail. In all other respect, except as herein amended, the terms and provisions of the Original Agreement shall remain in full force and effect. This Amendment shall have the same force and effect as if incorporated in the Original Agreement, and shall take precedence thereover.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 the date first stated above.

THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT,

By _____
General Manager

TRI-BASIN NATURAL RESOURCES DISTRICT,

By _____
General Manager

THE STATE OF NEBRASKA,
ACTING BY AND THROUGH THE NEBRASKA DEPARTMENT OF NATURAL RESOURCES,

By _____
Director

AMENDMENT NO. 3 TO THE WATER SERVICE AGREEMENT- GROUNDWATER RECHARGE FROM EXCESS FLOWS BETWEEN THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT, NEBRASKA DEPARTMENT OF NATURAL RESOURCES AND TRI-BASIN NATURAL RESOURCES DISTRICT

THIS AMENDMENT NO. 3 made and entered into this 30th day of May, 2015, by and between The Central Nebraska Public Power and Irrigation District, a public corporation and political subdivision of the State of Nebraska, with its principal office located at 415 Lincoln Street, P.O. Box 740, Holdrege, NE 68949-0740, hereinafter referred to as "Central" and Tri-Basin Natural Resources District, a political subdivision of the State of Nebraska, with its principal office located at 1723 North Burlington Street, Holdrege, NE 68949, hereinafter referred to as "Tri-Basin", and the State of Nebraska, acting by and through the Nebraska Department of Natural Resources, with its principal office located at 301 Centennial Mall South, Lincoln, NE 68509-4676, hereinafter referred to as "State". Sometimes hereinafter Central, State and Tri-Basin shall be collectively referred to as "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, the Parties entered into a Water Service Agreement for Groundwater Recharge from Excess Flows using the E65 Canal and the Elwood Reservoir dated December 10, 2014, hereinafter the Original Agreement; and

WHEREAS, on December 18, 2014 the Parties entered into Amendment No. 1 to the Water Service Agreement for Groundwater Recharge from Excess Flows which amended the terms and provisions of the Original Agreement by increasing the Total Amount Diverted limit from 5,000 acre feet to 10,000 acre feet;

WHEREAS, on May 12, 2015 the Parties entered into Amendment No. 2 to the Water Service Agreement for Groundwater Recharge from Excess Flows which amended the terms and provisions of the Original Agreement by increasing the Total Amount Diverted from 10,000 acre feet to 12,000 acre feet;

WHEREAS, the Parties mutually desire to amend the terms and provisions of the Agreement by increasing the Total Amount Diverted limit from 12,000 acre feet to 15,000 acre feet;

NOW, THEREFORE, in consideration of the mutual promise and agreements herein contained, and other good and valuable consideration, the Parties do hereby covenant and agree that said Original Agreement be and the same hereby is amended as follows:

1. Section 1(a) of the Original Agreement is hereby amended to read as follows:

> During the term of this Agreement, Central will provide the State and Tri-Basin with groundwater recharge via seepage in Elwood Reservoir for the purposes described above equal to the Total Amount Diverted, as hereinafter defined, up to a maximum total of 15,000 acre feet of water in the non-irrigation season. In addition, recharge will continue under Amendment No. 2 adjacent to the E-65 Canal to complete the 200 acre foot goal. Central has a separate agreement with the Nebraska Community Foundation and the Platte River Recovery Implementation Program for recharge from Elwood Reservoir. The State and Tri-Basin agree to share the Total Amount Diverted with the Nebraska Community Foundation and the Platte River Recovery Implementation Program, with the State/Tri-Basin's share equal to 50% and

the Foundation/Platte Program's share equal to 50% The Total Amount Diverted shall be calculated by Central using the pump performance curves for pumps at Elwood Reservoir, diversions at the measuring flume located at milepost (MP) 2.8 (including water diverted and not available for recharge because of evaporation), and water continuing into the E65 Canal.

2. In the event any terms and provisions of this Amendment are construed to conflict with the terms and provisions of the Original Agreement, the terms and provisions of this Amendment shall prevail. In all other respect, except as herein amended, the terms and provisions of the Original Agreement shall remain in full force and effect. This Amendment shall have the same force and effect as if incorporated in the Original Agreement, and shall take precedence thereover.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 the date first stated above.

THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT,

By _____
General Manager

TRI-BASIN NATURAL RESOURCES DISTRICT,

By _____
General Manager

THE STATE OF NEBRASKA,
ACTING BY AND THROUGH THE NEBRASKA DEPARTMENT OF NATURAL RESOURCES,

By _____
Acting Director

APPROVED
BY NDNR LEGAL COUNSEL
_____ DATE 5/22/2015

AMENDMENT NO. 4 TO THE WATER SERVICE AGREEMENT- GROUNDWATER RECHARGE FROM EXCESS FLOWS BETWEEN THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT, NEBRASKA DEPARTMENT OF NATURAL RESOURCES AND TRI-BASIN NATURAL RESOURCES DISTRICT

THIS AMENDMENT NO. 4 made and entered into this 26 day of June, 2015, by and between The Central Nebraska Public Power and Irrigation District, a public corporation and political subdivision of the State of Nebraska, with its principal office located at 415 Lincoln Street, P.O. Box 740, Holdrege, NE 68949-0740, hereinafter referred to as "Central" and Tri-Basin Natural Resources District, a political subdivision of the State of Nebraska, with its principal office located at 1723 North Burlington Street, Holdrege, NE 68949, hereinafter referred to as "Tri-Basin", and the State of Nebraska, acting by and through the Nebraska Department of Natural Resources, with its principal office located at 301 Centennial Mall South, Lincoln, NE 68509-4676, hereinafter referred to as "State". Sometimes hereinafter Central, State and Tri-Basin shall be collectively referred to as "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, the Parties entered into a Water Service Agreement for Groundwater Recharge from Excess Flows using the E65 Canal and the Elwood Reservoir dated December 10, 2014, hereinafter the Original Agreement; and

WHEREAS, on December 18, 2014 the Parties entered into Amendment No. 1 to the Water Service Agreement for Groundwater Recharge from Excess Flows which amended the terms and provisions of the Original Agreement by increasing the Total Amount Diverted limit from 5,000 acre feet to 10,000 acre feet;

WHEREAS, on May 12, 2015 the Parties entered into Amendment No. 2 to the Water Service Agreement for Groundwater Recharge from Excess Flows which amended the terms and provisions of the Original Agreement by increasing the Total Amount Diverted from 10,000 acre feet to 12,000 acre feet;

WHEREAS, on May 22, 2015 the Parties entered into Amendment No. 3 to the Water Service Agreement for Groundwater Recharge from Excess Flows which amended the terms and provisions of the Original Agreement by increasing the Total Amount Diverted from 12,000 acre feet to 15,000 acre feet; and it also stated the State and Tri-Basin would share the Total Amount Diverted with the Nebraska Community Foundation and the Platte River Recovery Implementation Program on an equal basis.

WHEREAS, the Parties mutually desire to amend the terms and provisions of the Agreement by increasing the Total Amount Diverted limit from 15,000 acre feet to 17,000 acre feet;

NOW, THEREFORE, in consideration of the mutual promise and agreements herein contained, and other good and valuable consideration, the Parties do hereby covenant and agree that said Original Agreement be and the same hereby is amended as follows:

1. Section 1(a) of the Original Agreement is hereby amended to read as follows:

   During the term of this Agreement, Central will provide the State and Tri-Basin with groundwater recharge via seepage in Elwood Reservoir for the purposes described above equal to the Total Amount Diverted, as hereinafter defined, up to a maximum total of 17,000 acre feet

of water in the non-irrigation season. Central has a separate agreement with the Nebraska Community Foundation and the Platte River Recovery Implementation Program for recharge from Elwood Reservoir. The State and Tri-Basin agree to share the Total Amount Diverted with the Nebraska Community Foundation and the Platte River Recovery Implementation Program, with the State/Tri-Basin's share equal to 50% and the Foundation/Platte Program's share equal to 50% The Total Amount Diverted shall be calculated by Central using the pump performance curves and annubar readings at Elwood Reservoir, diversions at the measuring flume located at milepost (MP) 2.8 (including water diverted and not available for recharge because of evaporation), and water continuing into the E65 Canal.

2. In the event any terms and provisions of this Amendment are construed to conflict with the terms and provisions of the Original Agreement, the terms and provisions of this Amendment shall prevail. In all other respect, except as herein amended, the terms and provisions of the Original Agreement shall remain in full force and effect. This Amendment shall have the same force and effect as if incorporated in the Original Agreement, and shall take precedence over the Original Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 the date first stated above.

THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT,

By _____
General Manager

TRI-BASIN NATURAL RESOURCES DISTRICT,

By _____
General Manager

THE STATE OF NEBRASKA,
ACTING BY AND THROUGH THE NEBRASKA DEPARTMENT OF NATURAL RESOURCES,

By _____
Director

APPROVED
BY NDNR LEGAL COUNSEL
_____ DATE 6/26/2015