Platte Basin Coalition Committee Minutes

April 6, 2016, 2:30 p.m. Central Time TPNRD Office, 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:

Lyndon Vogt	CPNRD	John Berge	NPNRD
Jennifer Schellpeper	NDNR	Tracy Zayac	NPNRD
Kayla Sharp	NDNR	Barb Cross	NPNRD
Jessie Winter	NDNR	Ryan Reisdorf	SPNRD
Melissa Mosier	NDNR	Travis Glanz	SPNRD
Kathy Benson	NDNR	John Thorburn	TBNRD
Rod L. Horn	SPNRD	Ann Dimmitt	TPNRD
		Kent O. Miller	TPNRD

Guests in attendance:

Kevin Boyd CNPPID Jeff Shafer, NPPD

Heath Kuntz ARI

- **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 March 30, 2016, the North Platte Telegraph on March 30, 2016, and the Scottsbluff Star Herald on March 29, 2016.
- **3. Agenda Modifications:** No revisions were made to the agenda (Attachment C).
- 4. Approval of the February 24, 2016, PBC Meeting Minutes:

<u>Motion</u>: To approve the February 24, 2016, PBC meeting minutes (Attachment D). Horn motioned to approve and Berge seconded. Motion passed with all ayes.

5. Approval of the February 24, 2016 PBC Emergency Minutes: Schellpeper stated the Emergency Minutes needed amended on Item #3 to include the cost of the facilitator which is a 50-50 split between NDNR and the five NRDs.

<u>Motion:</u> To approve the revision on the February 24, 2016 PBC Emergency Meeting Minutes with the addition of the cost split. Schellpeper motion to approve and Vogt seconded. Motion passed with all ayes.

6. Budget Update (NDNR):

A. First three-year increment funding:

- **i.** Cow Camp: A meeting with NDNR and NPNRD will be held after the PBC meeting to discuss funds.
- **ii. SPNRD Industrial Baseline Offset**: Sharp reported one payment was made with two payments remaining. Horn believed two payments had been made. He will check his accounting and let NDNR know. The NET grant needs to be closed so the remaining project dollars could potentially be set aside into a different account.

<u>Action</u>: Horn will check his accounting and let NDNR know the number of payments made.

- **iii.** N-CORPE: This grant needs to be closed and the remaining funds in the amount of \$22,500.00 needs to be re-allocated. Miller suggested possibly the funds could be added to years four, five and six. Schellpeper reminded the group the money needs to be spent on reimburseable receipts, and the contract amended, before money is moved to the second-year increment.
- **iv. J-2 Regulating Reservoir**: Schellpeper reported the Nebraska Community Foundation contract on J-2 included the NCF fees which NDNR has been paying. The individual contract with J-2 has not included these fees so paying the remaining money due (plus fees) will put the amount over the budgeted allocation. It was decided to wait until after the Governance Committee meeting next Tuesday, April 12th, to decide how to proceed.
 - <u>Action</u>: 1. NDNR will meet with the Nebraska Community Foundation to get clarification of the numbers.
 - 2. NRDs need to send Sharp the dollar amount of what each NRD has paid on the first two invoices.

B. Second three-year increment funding (years 4-6)

i. Invoices:

- **a. E-65/Elwood (TBNRD):** Sharp reported that a partial payment was made on E-65/Elwood Reservoir by NDNR in the amount of \$83,557.56. The contract was amended to change the acre-feet amount from 4,500 to 5,000 acre-feet.
- **b. Phelps Canal:** A partial payment was made on Phelps Canal in the amount of \$20,989.80, with 2,053 acre-feet remaining.

C. Studies:

i. Conservation Measures Study:

a. **Invoice:** The Flatwater invoice in the amount of \$24,880.00 needs approval. NDNR will send invoices to the individual NRDs in the amount of \$2,488.00.

<u>Motion:</u> To approve the Flatwater Invoice on Contract #571 in the amount of \$24,880.00. **Berge motioned to approve and Horn seconded. Motion passed with all ayes.**

Action: Invoices will be sent to the individual NRDs.

D. Second Increment Basin-Wide Planning:

- i. <u>HDR Contract</u>: In reviewing the contract provided by HDR, it was decided revisions needed to be made. They are:
 - **a**. Page 1, paragraph 1, Owner needs to be identified as "Platte Basin Coalition," not "Platte Overappropriated Area Committee";
 - **b**. Page 18, payments made within 30 days, needs to be changed to payments made within 60 days;
 - **c**. Page 17, the reuse of documents (#8) needs to read that the Platte Basin Coalition is to have ownership of all documents;
 - **d**. and, items that do not apply and can be deleted are the paragraphs pertaining to construction procedures (#4), hazardous materials (#15), and utility location (#19). The contract is still viable even if these inconsequential items are not removed from the contract.

Motion: To approve the HDR contract with the revisions stated.

Schellpeper motioned to approve the contract with the revisions; Vogt seconded. Motion passed with all ayes.

- 7. Project Updates: None at this time.
- **8. Public Comments:** There were no public comments.
- **9. Adjourn:** After discussion to cancel the June 2nd, 2016 PBC meeting, it was later decided to leave it on the schedule as is. Miller adjourned the meeting at 2:25 p.m.

Action Item Summary:

- 1) NDNR will send out invoices to the NRDs on The Flatwater Group.
- 2) NDNR meet with the Nebraska Community Foundation on the J-2 Contract.
- 3) The NRDs will send Kayla Sharp the dollar amounts of what they paid on J-2.
- 4) SPNRD will check their accounting for payments made on the Industrial Baseline Offset
- 5) HDR Contract Amendments Follow-up

The PBC meeting schedule is as follows:

June 2, 2016	1.20 m m	TPNRD Office, Great Western Bank Building, North
June 2, 2016	1:30 p.m.	Platte, NE
August 2, 2016	1.20 n m	TPNRD Office, Great Western Bank Building, North
August 2, 2016	1:30 p.m.	Platte, NE
Oatobar 12, 2016	1.20 n m	TPNRD Office, Great Western Bank Building, North
October 12, 2016	1:30 p.m.	Platte, NE
December 16, 2016	1:30 p.m.	TPNRD Office, Great Western Bank Building, North
December 10, 2010	1.30 p.m.	Platte, NE

^{*}Meeting times may adjust depending on the Agenda*

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 Wednesday, April 6, 2016, at 2:00 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 being kept continually current and 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

SPNRD: 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

April 6, 2016, 2:00 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 February 24, 2016, PBC Meeting Minutes
- 5. Approval of February 24, 2016, PBC Emergency Meeting Minutes
- 6. Budget Update (NDNR)
 - A. First three-year increment funding
 - i. Cow Camp
 - ii. SPNRD Industrial Baseline Offset
 - iii. N-CORPE
 - iv. J-2 Regulating Reservoir
 - B. Second three-year increment funding
 - C. Studies
 - i. Conservation Measures Invoice
 - D. Second Increment Basin-Wide Planning
 - i. HDR Contract
- 7. Project Updates
 - A. N-CORPE (TPNRD)
 - B. J-2 Regulating Reservoir (NDNR)
 - C. North Platte NRD Leases and Retirements (NPNRD)
 - i. Cow Camp
 - D. Tri-Basin NRD Phase II Augmentation North Dry Creek (TBNRD)
 - E. South Platte NRD Industrial Baseline Offset (SPNRD)
 - F. Excess Flow Diversion Updates
 - G. Oliver Reservoir Streamflow Enhancement (SPNRD)
- 8. Public Comments
- 9. Adjourn

The next PBC meeting is scheduled for **June 2, 2016,** and will be held at **1:30** p.m. Central Time at the Twin Platte NRD office.

Platte Basin Coalition Committee Minutes

February 24th, 2016, 2:30 p.m. Central Time TPNRD Office, 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:

Lyndon Vogt	CPNRD	John Berge	NPNRD
Mark Czaplewski	CPNRD	Tracy Zayac	NPNRD
Kayla Sharp	NDNR	Barb Cross	NPNRD
Jennifer Schellpeper	NDNR	Ryan Reisdorf	SPNRD
Jessie Winter	NDNR	Travis Glanz	SPNRD
Melissa Mosier	NDNR	John Thorburn	TBNRD
Kathy Benson	NDNR	Ann Dimmitt	TPNRD
Rod L. Horn	SPNRD	Kent O. Miller	TPNRD

Guests in attendance:

Kevin Boyd CNPPID

- **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 February 15, 2016, the North Platte Telegraph on February 13, 2016, and the Scottsbluff Star Herald on February 23, 2016.
- 3. Agenda Modifications: No revisions were made to the agenda (Attachment C).
- 4. Approval of the December 7th 2015, PBC Meeting Minutes:

Motion: To approve the December 7th, 2015, PBC meeting minutes (Attachment D). **Vogt motioned to approve and Schellpeper seconded. Motion passed with all ayes**

- 5. Budget Update (NDNR):
 - **A. Operations:** Sharp reported that a liability insurance renewal invoice was received. (Attachment E).

Motion: To approve payment of the liability insurance invoice in the amount of \$3,470.00 to be equally split by the six entities in the amount of \$578.33. The South Platte NRD will send the invoices to the NRDs and NDNR.

Thorburn motioned to approve and Vogt seconded. Motion passed with all ayes.

- **B. Studies:** Sharp reported the fourth invoice (Attachment F) from The Flatwater Group was received on the Conservation Measures Study, Phase II, in the amount of \$10,730.00. The amount would be split 50/50 with DNR paying 50% (\$5,365.00) and the NRDs splitting the other 50% equally (\$1073.00 x 5).
 - i. Conservation Measures Study (Attachment G):
 - a. **Invoice:** The invoice needs approval and then NDNR will send the invoices to the NRDs.

Motion: To approve the Flatwater Invoice on Contract #571 in the amount of \$10,730.00. Schellpeper motioned to approve and Vogt seconded. Motion passed with all ayes.

Action: Invoices will be sent to the individual NRDs.

b. Conservation Measures Study Contract Extension: To extend the contract with Flatwater through December 2016 with no additional cost.

<u>Motion</u>: To approve the extension of the Flatwater contract. Vogt motioned to approve and Schellpeper seconded. Motion passed with all ayes.

ii. Difference Between Current and Fully Appropriated Study: It was discussed to amend the contract with HDR to extend through June 30 2016, with no cost added.

Motion: To approve extension of the HDR contract.

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

- iii. Robust Review: No update
- C. Second three-year increment funding (years 4-6)
 - i. Invoices
 - a. **E-65/Elwood (TBNRD):** An invoice in the amount of \$96,252.00 was received. This amount was split with monies from the 1-3

Year Budget with the remaining coming from the 4-6 Years Budget. The contract has ended with funds remaining.

<u>Motion:</u> To approve carry-over of the remaining budget to the next fiscal year. Thorburn motioned to approve and Shellpeper seconded. Motion passed with all ayes.

- b. **Phelps Canal:** Sharp reported an invoice was received. Acre-feet and funds remain. CPNRD requested all their budget be spent on Orchard-Alfalfa. An invoice was sent out to NDNR.
- c. **North Dry Creek**: Sharp reported a final invoice was paid leaving funds that were transferred to the E-65/Elwood project in the amount of \$11,047.70. This will help toward paying off the grant with NET.

<u>Motion:</u> To transfer TBNRD remaining funds to Elwood and E-65 Excess Flows. Thorburn motioned to approve and Vogt seconded. Motion passed with all ayes.

6. Project Updates

- **A. N-CORPE** (**TBNRD**): Miller reported that the current estimated timeline for construction of the north pipeline is late 2016.
- **B. J-2 Regulating Reservoir (NDNR):** Schellpeper reported that she and the Nebraska Community Foundation are working on paying the third invoice. Due to some discrepancy in the numbers the payment has been delayed. Once paid, invoices will be sent to the NRDs. There is no technical update at this time, but the quarterly progress report will be out in the next week. Kevin Boyd of CNPPID did give some feedback on the project.

Action: NDNR will send out invoices to the NRDs.

C. North Platte NRD Lease and Retirements (NPNRD):

- i. Cow Camp: A short-term solution is being looked into for the balance of the lease to utilize the well on the property to augment streamflow to ensure that winter-time streamflows are met. There have been several technical conversations with NDNR in this regard. A revised permit application will be filed with the new plan in place.
- **D.** Tri-Basin Phase II Augmentation (TBNRD): The final invoice has been submitted and the project is ready for use.

- E. South Platte NRD Industrial Baseline Offset (SPNRD): Horn reported that water use continues to be monitored.
- F. Excess Flow Diversion Updates (NDNR, TPNRD, & TBNRD) (Attachment H):
 - i. NPPD Letter on Platte River Groundwater Recharge (Attachment I): Schellpeper reported the NPPD letter was sent to everyone for review. Jessie Winter attended the latest WAC meeting and learned that the Wyoming reservoirs on the North Platte River are nearly at or above normal storage volumes so there may be opportunity for excess flows this spring.

7. Project Request

- **A. South Platte NRD Oliver Reservoir Streamflow Enhancement Project** (Attachment J): A contract has been drafted for SPNRD's review. There are no work plans at this time, but Olsson Associates will be assisting with the project. Horn gave another brief overview of the project.
- **8. Public Comments:** There were no public comments.
- **9. Adjourn:** Miller adjourned the meeting at 2:50 p.m. and **an emergency meeting of the PBC was called.**

Action Item Summary:

- 1) NDNR will send out invoices to the NRDs on The Flatwater Group.
- 2) NDNR will send out invoices to the NRDs on the J-2 Regulating Reservoir.
- 3) SPNRD will send the insurance liability invoices to the NRDs and NDNR.

The PBC meeting schedule is as follows:

April 6, 2016	1:30 p.m.	TPNRD Office, Great Western Bank Building, North Platte, NE				
1 2 2016	1.20	TPNRD Office, Great Western Bank Building, North				
June 2, 2016	1:30 p.m.	Platte, NE				
August 2, 2016	1:30 p.m.	TPNRD Office, Great Western Bank Building, North				
1145454 2, 2010	1.50 p.m.	Platte, NE				
October 12, 2016	1:30 p.m.	TPNRD Office, Great Western Bank Building, North				
October 12, 2010	1.50 p.m.	Platte, NE				
December 16, 2016 1:30 p.m.		TPNRD Office, Great Western Bank Building, North				
December 10, 2010	1.50 p.m.	Platte, NE				

^{*}Meeting times may adjust depending on the Agenda*

Platte Basin Coalition Committee Minutes

Emergency Meeting

February 24th, 2016, 2:55 p.m. Central Time TPNRD Office, Great Western Bank Building, North Platte, NE

Call to order and attendance: Miller called the meeting to order at 2:50 p.m., Central Time. Sponsors and partners in attendance (Attachment A) were:

Lyndon Vogt	CPNRD	John Berge	NPNRD
Mark Czaplewski	CPNRD	Tracy Zayac	NPNRD
Kayla Sharp	NDNR	Barb Cross	NPNRD
Jennifer Schellpeper	NDNR	Ryan Reisdorf	SPNRD
Jessie Winter	NDNR	Travis Glanz	SPNRD
Melissa Mosier NDNR		John Thorburn	TBNRD
Kathy Benson	NDNR	Ann Dimmitt	TPNRD
Rod L. Horn	SPNRD	Kent O. Miller	TPNRD

Guests in attendance:

Kevin Boyd CNPPID

- **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:** This meeting was not public noticed due to the nature of it being an emergency.
- 3. Agenda Items (2): An amendment was made to the motion on Item #2 to include the cost split for hiring the facilitator. This amendment was motioned to approve by Vogt, seconded by Thorburn, and passed with all ayes.
 - 1. To hold an emergency meeting due to the time-sensitive nature of hiring a facilitator.

 Motion: To approve moving forward with the emergency meeting to hire a facilitator:

 Zayac motioned to approve and Schellpeper seconded.. Motion was passed with all ayes.
 - 2. To vote on the facilitator for hire:

<u>Motion:</u> To hire HDR, Inc. to conduct the facilitation of the 2nd Increment of the Upper Platte Basin-Wide Overappropriated Stakeholders Planning meetings, and the cost is to be split 50% between the NRDs and DNR. DNR and Kent O. Miller, PBC Chairman, are to proceed with negotiating and drafting the contract. **Horn motioned to approve and Thorburn seconded. Motion was passed with all ayes.**

Meeting adjourned at 3:05 p.m.

CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT MEMORANDUM

To: Jerry Kenny, PH.D., Executive Director - PRRIP

Jeff Fassett, Director - Nebraska Department of Natural Resources

Diane Wilson, COO/CFO - Nebraska Community Foundation

From: Don Kraus, PE, General Manager - CNPPID

Subject: Quarterly J-2 Regulating Reservoir Report - through December 2015

Date: March 4, 2016

Progress Report

The RJH J-2 Project quarterly progress report is attached.

Financial Report

III COA	telai iteport	
•	Funds received to date	\$20,475,000.00
•	J-2 Operating Fund	\$11,018,549.77
	Construction Phase Decommissioning Fund	\$2,252,443.50
	Construction Phase Reserve Fund	\$2,653,158.21
	Construction Phase Project Fee	\$378,008.27
	Total	\$16,302,159.75
	December Expenses not Reflected in Bank Balance_	\$190,055.74
	Adjusted Quarterly Balance as of March 4	\$16,112,104.01
•	J2 Project Expenses 1st quarter 2015	\$237,374.10
•	J2 Project Expenses 2nd Quarter 2015	\$762,942.12
•	J2 Project Expenses 3rd Quarter 2015	\$1,278,949.30
•	J2 Project Expenses 4 th Quarter 2015	\$435,833.83
•	J2 Project expenses 2013	\$77,400.79
•	J2 Project expenses 2014	\$1,570,395.85

• Total J-2 Project expenses paid through Dec 2015: \$4,362,895.99

Annual Financial Report

The annual reports are attached.



Quarterly Report No. 09

J-2 Regulating Reservoirs Project

Report Period: December 2015, January and February, 2016

The purpose of this Quarterly Report is to provide a general summary of the work performed for the J-2 Regulating Reservoirs Project (Project) during December, 2015, and January and February, 2016. This report does not include details of all the subtasks performed. The summary of work is organized into the following general categories of work:

- General Project Management and Implementation Tasks
- Permitting Activities
- Land Purchase Activities
- Water Rights Petition Filing
- Engineering Tasks

General Project Management and Project Implementation Tasks

- Continued to coordinate as a team through recurring teleconferences.
- Maintained a Project website to provide information to the public.
- Continued to hold topic-specific coordination meetings to support various aspects of permitting and engineering.
- Continued to manage specialized sub consultants related to environmental and cultural resource permitting.
- Presented a cost curve for a single reservoir project and the results of a Value Engineering (VE) Study to the Governance Committee of the Platte River Recovery and Implementation Program (Program).
- Coordinated with the Program's special advisor for dams regarding value engineering alternatives.
- Revised the overall Project schedule to reflect the changes in project concept.
- Began working to revise the agreement between Central and the Program to reflect a single reservoir concept.

Permitting Activities

- Responded to stakeholder comments on the draft Phase I cultural resource study plan (CRSP) and filed the final Phase I CRSP with the Federal Energy Regulatory Commission (FERC), who is the lead permitting agency for the Project.
- Continued preparation of the Phase I archeological reports.
- Completed data compilation for the wetland delineation and functional assessment of streams. Began evaluation of collected data and report preparation.



- Completed data compilation from water quality testing during 2015, and began evaluation of the data relative to the requirements of the study plan. The consultants have concluded that additional sampling and testing is needed during 2016 to support establishment of baseline water quality data.
- Discussed the change to a single reservoir concept with USACE (Section 404 permit) and the expected permitting process.
- Continued development of the Phase II CRSP
- Began developing an approach to consultations with the Pawnee Nation.

Land Purchase Activities

- Let an option expire for purchase of about 540 acres of potential trade lands because of lack of landowner interest in trade lands.
- Continued discussions with Landowners in attempt to purchase lands through negotiations.

Water Rights Petition Filing

• No work was performed on this task.

Engineering Tasks

- Continued to monitor the groundwater levels at 22 monitoring well locations along the Phelps Canal and around the proposed reservoir areas.
- Continued laboratory testing and compilation of geotechnical data.
- Completed the single-reservoir (Reservoir 1) cost curve and prepared draft and final memoranda to explain the cost curve and results of the Value Engineering Study.
- Continued to identify design criteria that could be adjusted to help reduce costs.
- Continued evaluation of potential canal modifications to reduce costs.
- Continued evaluating a VE concept proposed by the special advisor to the Program.
- Prepared memorandum documenting the cost curve and results of a VE evaluation for a single reservoir concept.
- Began geotechnical field investigation to support evaluation of the feasibility of a barrier wall seepage management system.

Tasks Anticipated for the Next Quarter

- Prepare to collect water quality data for 2016 in accordance with the approved study plan.
- Complete a draft of the Phase II CRSP and issue for stakeholder comment.



- Complete and file with FERC and Nebraska SHPO the reports from the Phase I and Cultural Resource studies.
- Complete the reports of the wetlands survey and stream functional assessment. Issue draft reports for preliminary USACE review and stakeholder review.
- Continue development of purpose and need statement, and advance USACE 404 alternatives (i.e., LEDPA) analysis.
- Finalize the revised agreement between Central and the Program.
- Potentially resume negotiations to access land for continued geotechnical and cultural resource studies.
- Continue geotechnical field exploration to support evaluation of the feasibility of a barrier wall seepage management system.
- Continue engineering tasks to advance the concept for a single reservoir project.

Potential Issues:

The key issues for the Project at this time are:

 We need to continue progress towards gaining access to, or ownership of the private land at the identified Project location to advance data collection for permitting and engineering design.



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

Phone: 402.435.5441 Fax: 402.435.7108

MEMORANDUM

To: Ms. Jessie Winter

Nebraska Department of Natural Resources

P.O. Box 94676

Lincoln, NE 68509-4676

From: Marc Groff

Date: 15 March 2016

Re: Progress Report – Contract #571

Period: 1 January 2016 through 29 February 2016

Work Completed this Period:

1. Efforts this period were focused on

- Developing surface water delivery estimates for the South Platte and Pumpkin Creek Basin areas of the model
- b. Continued developing estimates of commingled pumping for the low and high irrigation efficiency scenarios for the WWUM model area
- c. Continued developing distributions of canal and lateral conveyance losses
- d. Incorporating Tillage Scenario NIR values from the Watershed Model into the State CU and StateMOD models (surface water operation models) for scenario evaluation.

Billings for this period are \$24,880.00 -- for a billing-to-date of \$80,695.75.

Deliverables

1. None.

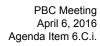
Concerns: Landuse information from 2006 through 2010 within the COHYST model area has not yet

been finalized. Modeling efforts in that area are currently on hold pending the availability

of that information.

Work Projected for Next Period:

- Incorporate the developed estimates of commingled pumping and canal/lateral recharge into the integrated model for evaluating the low and high irrigation efficiency scenarios for the WWUM area.
- 2. Initiate efforts to evaluate minimum (No-Till) and maximum (circa 1950s) tillage through the integrated model in the WWUM area.





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

Invoice

Date	Invoice #
3/15/2016	16-1870

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

PROJ	BILLING PERIOD			TERMS	
POAC	1/	1/1/2016 - 2/29/2015			
Employee Class	Dyee Class Work Description Qty Rate				
Water Resources Special Senior Engineer Designer/GIS Specialist	LABOR HOUR TOTAL Dataset development and Modeling Project coordination / Dataset Review General GIS / Database Support		47 9 5	110.00 165.00 95.00	5,170.00 1,485.00 475.00 7,130.00
ODCS Subs Subs	Subcontractor Fee - WWG 26 Feb 2016 In Subcontractor Fee - ARI Invoice 1687 TOTAL OTHER DIRECT COSTS	nvoice	1	12,457.50 5,292.50	12,457.50 5,292.50 17,750.00
			Total		\$24,880.00
			Balance	Due \$	24,880.00

February 26, 2016

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



Re: Invoice for POAC Impact of Soil and Conservation Measures Study (WWG: POAC001)

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 December 26, 2015 through February 25, 2016 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.

February Invoice

Staff	Hours		Rate	Total		
K. Sobieski	75.5	\$ 165		\$ 165		\$ 12,457.50
Total Amoun	\$ 12,457.50					

Table 1: Subtask Budget Summary

Task	Description	 stimated Budget	_	Month Costs	Cu	m Costs	% Spent	Est. % Complete	Rem. Judget
Task 1	Baseline Scenario	\$ 10,000	\$	3,300	\$	9,680	97%	100%	\$ 320
Task 2	First-Tier Analysis	\$ 7,500	\$	2,475	\$	6,390	85%	85%	\$ 1,110
Task 3	Second-Tier Analysis	\$ 7,500	\$	2,475	\$	6,390	85%	85%	\$ 1,110
Task 4	Analyses Documentation	\$ 7,500	\$	1,650	\$	3,100	41%	41%	\$ 4,400
Task 5	Coordination/Integration	\$ 7,500	\$	2,558	\$	3,592	48%	48%	\$ 3,908
	Project Total	\$ 40,000	\$	12,458	\$	29,152	73%	73%	\$ 10,848

Primary Activities:

- Coordination with technical consultants on the development and delivery of Baseline, Low and High Efficiency model results for surface water structures in the South Platte and Pumpkin Creek basins.
- Coordination with technical consultants on the integration of Baseline, Low and High Efficiency model results for the North Platte River Valley area in CropSim and GW model.

- Formatting and integration of the historical tillage and no-tillage NIR values in the StateCU and StateMod models.
- On-going development of the 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, Senior Project Manager

Erin Wilson, Principal

Adaptive Resources, Inc. Invoice



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

Date	Invoice #
02/26/2016	1687
Terms	Due Date
Net 30	03/27/2016

Bill To

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

Amount Due	Enclosed
\$11,941.25	

Please detach top portion and return with your payment.

117 711		
Date	Account Summary	Amount
01/26/2016	Balance Forward	\$6,648.75
	Payments and credits between 01/26/2016 and 02/26/2016	0.00
	New charges (details below)	5,292.50
	Total Amount Due (activity through 02/26/2016)	11,941.25

Date	Activity	Quantity	Rate	Amount
	Conservation Measures Study			
	Week starting 01/25/2016			
01/26/2016	QA/QC NIR data w/Kara, re-deliver NIR data by model id to Kara	2:30	120.00	300.00
01/27/2016	QA/QC NIR data w/Kara, re-deliver NIR data by model id to Kara	2:30	120.00	300.00
	Week starting 02/01/2016			
02/01/2016	Model ID discrepancy	2:00	120.00	240.00
02/02/2016	Model ID discrepancy	4:00	120.00	480.00
02/03/2016	Model ID discrepancy	1:30	120.00	180.00
	Week starting 02/08/2016			
02/08/2016	Conference call to update group on progress and issues, WWG	3:30	120.00	420.00
	2011, 2012 and 2013 model id import QA/QC, redeliver NPNRD			
	NIR to WWG, discussion on Western Canal and Pumpkin Creek			
	conservation measures update, send WWG Western Canal update			
	data			
02/08/2016	Conservation study discussion with Kara, Kyle, and Heath.	3:00	150.00	450.00
	Conference call with ARI, TFG, and WWG team to get up to speed			
00/00/00/	and organize analyses.	2.20	1.50.00	727 00
02/08/2016	Review information and prepair for conference call, conference	3:30	150.00	525.00
	call with Marc, Kara, ARI team			
	Continue to the next page			
15 15 15				

\$11,941.25

Total Amount Due

Date	Activity	Quantity	Rate	Amount
02/09/2016	Conference call to update group on progress and issues, 2011, 2012 and 2013 model id import QA/QC, redeliver NIR to WWG, discussion on Western Canal and Pumpki conservation measures update, send WWG Western Can data	NPNRD in Creek	120.00	240.00
02/09/2016	Discussion with Kyle on Kara completing SPNRD States for analysis.	CU runs 0:30	150.00	75.00
02/10/2016 02/10/2016	Updating ID numbers in Access database Conference call to update group on progress and issues, 2011, 2012 and 2013 model id import QA/QC, redeliver NIR to WWG, discussion on Western Canal and Pumpki conservation measures update, send WWG Western Can data	NPNRD in Creek	85.00 120.00	42.50 120.00
02/12/2016	Conference call to update group on progress and issues, 2011, 2012 and 2013 model id import QA/QC, redeliver NIR to WWG, discussion on Western Canal and Pumpki conservation measures update, send WWG Western Canadata	NPNRD in Creek	120.00	420.00
02/15/2016	Week starting 02/15/2016 Commingled pumping revisions caused by WWG model association changes	6:00	120.00	720.00
02/16/2016	Commingled pumping revisions caused by WWG model association changes	1 id 5:30	120.00	660.00
02/17/2016	Commingled pumping revisions caused by WWG model association changes SUBTOTAL - Conservation Measures Study = \$5,292.50	1 id 1:00	120.00	120.00
We appreciate yo	our business.	Total Of N	New Charges	\$5,292.50

SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this <u>6th</u> day of <u>April</u>, 2016, between <u>Platte Overappropriated Area Committee</u> ("OWNER") and HDR ENGINEERING, INC., ("ENGINEER") a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114 for services in connection with the project known as Basinwide Plan Facilitation and Engineering Support for the Overappropriated Area of the Platte River. ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of

- per diem

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Per Diem shall mean an hourly rate equal to Payroll Cost/Direct Labor Cost times a multiplier of 3.08 (three point zero eight) to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expense.

Payroll Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project, plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. For this Agreement, the amount of customary and statutory benefits of all personnel will be considered equal to thirty-five percent (35%) of salaries and wages.

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"OWNER"	
BY:	
NAME:	
TITLE:	
ADDRESS:	
HDR ENGINE "ENGINEER"	
"ENGINEER"	
"ENGINEER" BY:	
"ENGINEER" BY: NAME:	

EXHIBIT A SCOPE OF SERVICES

PART 1 – BASIC SERVICES

HDR was selected by the Department of Natural Resources, North Platte Natural Resources District, South Platte Natural Resources District, Twin Platte Natural Resources District, Central Platte Natural Resources District, and Tri-Basin Natural Resources District ("the Sponsors") to provide facilitation services, coordination support in development of the second increment of the Basinwide Plan (Plan) in the Upper Platte River Basin, and drafting of the Plan. To serve Sponsor needs on this project, HDR has enlisted the support of JEO Consulting Group, Inc., and The Flatwater Group as subconsultants.

This Scope of Services describes HDR activities in support of the Sponsors. The Scope of Services has been segmented into 4 task series:

- Task Series 100 Project Management
- Task Series 200 Meeting Coordination and Facilitation
- Task Series 300 Basinwide Water Management Plan
- Task Series 400 Basinwide Water Management Plan Document

HDR proposes to provide the following professional services over an anticipated thirty-six (36) month project period from the time of contract authorization with an anticipated completion date of April 2019.

TASK SERIES 100 - PROJECT MANAGEMENT

Task Objective: Develop effective project communication; confirm that Project elements

are being completed. Discover and disseminate project information to

improve quality and efficiency.

HDR Activities: Task 110 Project Management. Conduct general project management

tasks. Includes development of project initiation forms including the development of a project guide, monthly invoicing, monthly progress report, project scheduling, subconsultant management, project close out activities and other project administrative activities in support of the project team. The HDR team will set up a secure Sharepoint (or ftp site) for document exchange and management internal to the team and with

the Sponsor.

Task Deliverables:

- Monthly invoices and progress reports
- Project administrative support
- Secure Sharepoint (or ftp site)

Key Understandings:

- The duration of the project is approximately 36 months with a target date for completion of April 30, 2019.
- The Sponsors will determine the preferred method for file and data exchange (Sharepoint or ftp site).

TASK SERIES 200 – MEETING COORDINATION AND FACILITATION

Task Objective: Provide coordination and facilitation support to the Sponsors to assist in

the development of a Basinwide Management Plan. Facilitate

communication between the stakeholder participants and the Sponsors.

HDR Activities: Task 210 Facilitation Preparation. The HDR team will complete several tasks in preparation for the primary facilitation efforts. This includes:

- Interview each Sponsor in-person to assist in determining preferences for schedule, meeting logistics, expectations, goals and objectives, etc. Prepare summary documentation of interviews.
- Develop communication plan that will incorporate the Sponsor Public Participation Plan and serve as a guide to approach and protocols for all project communication
- Assemble materials and content for project website. Materials to include items such as background information and available mapping, statutory requirements and references, stakeholder members and contact information, and project schedule.
- Participation in up to 3 meetings with POAC group in preparation for Kick-Off meeting of single Planning Group
- Planning and preparation for June 16th Kick-Off Meeting.

Task 220 Single Planning Group Meetings. The HDR team will facilitate up to fifteen (15) in-person meetings with a "Single Planning Group" comprised of the Sponsors and stakeholder participants to develop the Basinwide Plan. The meetings will generally follow the schedule and phases as presented in the *Public Participation Plan* and summarized as follows:

- Orient and Prepare (approximately June through September 2016): The HDR team will facilitate approximately 4 meetings with the single planning group to orient, plan processes and review technical information.
- Plan (approximately October 2016 through February 2018): The HDR team will facilitate approximately 9 meetings that sequentially address goals, then objectives for each goal, and possible components/actions for each



objective.

- Plan Approval (approximately March through August 2018): The HDR team will facilitate approximately 2 meetings that include final review and decision on the plan. The HDR team will provide support for three (3) public information meetings and five (5) public hearings on the draft document to receive and document comments on the draft plan. HDR will prepare meeting summaries for the 3 informational meetings.
- Plan Adoption (approximately September 2018 through April 2019): The HDR team will consult with the Sponsors and provide support, as needed, to assist Sponsors during adoption of the plan.

<u>Task 230 POAC Meetings.</u> The HDR team will attend up to fifteen (15) in-person meetings with the POAC to coordinate the development of the Basinwide Plan.

<u>Task 240 Communication Activities.</u> The HDR team will develop and distribute materials to communicate project information. Specific tasks include:

- Preparation of meeting notices, agenda, nametags, summaries, and supporting materials;
- Development of project website materials and content for Sponsor and public use. The website will be hosted and maintained by the DNR.
- Stakeholder communication of project information and materials via email.
- Maintenance of project schedule.

Task Deliverables:

- Sponsor interview summary document
- Communication Plan document
- Coordination and facilitation schedule
- Fifteen (15) meeting notices, agendas, meeting summaries, and supporting materials for the Planning Group Meetings
- Nametags
- Public information meeting/hearing supporting materials
- Stakeholder list with contact information
- Information for populating project website
- Project binder for stakeholders for organizing information

Key Understandings:

- Sponsor interviews will be conducted in person at the offices of each respective Sponsor. Interviews will be scheduled over a 3-day continuous trip.
- Each planning group meeting will be in North Platte, Nebraska in a location to be determined, but may be modified by the Sponsors.
- Each planning group meeting will last up to five (5) hours.
- Each planning group meeting will be attended by a minimum of three
 (3) HDR Team staff, and minimally one (1) representative from each
 NRD and the DNR. Additional HDR Team members (content experts)
 will attend as appropriate based on meeting topic.
- Each POAC meeting will be in North Platte, Nebraska and will be attended by HDR's project manager and additionally one HDR Team Staff as appropriate based on meeting topic.
- The single planning group members will be identified by May 2016.
- HDR will notify the single planning group members and the general public in advance of meetings, including posting on the website and advertisement in local newspapers.
- The project website will be designed and hosted by the DNR, with HDR providing website content.
- The HDR team will be responsible for printing all handouts and meeting materials for the planning group meetings.
- Facilities for all meetings are anticipated to be public meeting spaces and will be arranged by HDR. The Sponsors will be responsible for any fees associated with facility usage.
- Up to 3 public information meetings and 5 public hearings will be conducted by DNR. HDR will provide supporting materials as necessary.
- All files submitted to the NRDs and DNR will be in Microsoft Office or Adobe PDF format. One set of edits and comments will be sent to the project team within one (1) week of receipt.

TASK SERIES 300 - BASINWIDE WATER MANAGEMENT PLAN

Task Objective: Develop the components of a Basinwide Water Management Plan for the

Upper Platte River Basin.

HDR Activities: Task 310 Goals and Objectives/Action Items. The HDR team will

work with the Sponsors and stakeholder participants to develop, refine, and document goals and objectives for the Basinwide Water Management Plan. The HDR team, in concert with the Sponsors and stakeholder participants, will also develop defined action items in support of achieving identified goals and objectives and requirements of the Ground Water Management Protection Act. Quantitative metrics will be incorporated to the extent possible to facilitate future plan review and measure action contribution or progress toward goals and objectives.

The efforts to be completed under this task are in support of the



facilitations activities described in Task Series 200 and primarily consist of technical evaluation/interpretation/presentation of information for consideration by the Sponsors and stakeholders in developing goals, objectives, and action items.

Task 320 Summary of Existing Surface and Groundwater Controls.

The HDR team will compile and summarize existing ground and surface water control measures currently employed by each Sponsor within the basin. Controls will be identified, discussed, and compiled as part of the Sponsor interviews. Pertinent data regarding implementation for each control (administrative framework. control area definition. mandatory/voluntary, cost-sharing, variance and appeals procedures, reporting requirements, etc.) will be idenfified. Benefits and challenges of each control will be noted based on Sponsor observations. A draft of controls for each Sponsor will be prepared with supporting graphics and figures as appropriate, and distributed to each Sponsor for review and comment prior to finalizing. In addition to controls, HDR will compile. summarize, and include first increment activities undertaken by each Sponsor and their respective effects in achieving first increment goals.

Task 330 Stakeholder Agreement.

The HDR team will work to reach agreement between Sponsors and all stakeholder participants on the goals, objectives and actions of the Plan and actions formulated, evaluated, and recommended as part of the planning process. At the end of each sequence, the HDR team will facilitate a vote to determine agreement of work completed for that sequence, as described in Task 220. If agreement can not be reached for a sequence, the Public Participant Plan prescribes remedial actions to be taken prior to progressing to the next sequence. Estimated labor and associated costs for facilitating stakeholder agreement is included in Task Series 200.

<u>Task 340 Data Collection.</u> Existing available data for relevant water budget terms will be summarized, including information on data format, data quality, period of record, and collection frequency. Current on-going data collection efforts will be documented containing the same information. Anticipated sources of data include, but are not limited to:

- Sponsors
- USGS
- NOAA
- UNL (IANR, CSD, etc.)
- NRCS
- EPA

In addition, available data from relevant water studies and projects conducted by Sponsors and stakeholders will be summarized. The HDR

team will summarize the data and data collection efforts in a handout/presentation aimed at facilitating plan development.

Task Deliverables:

- Summary of goals and objectives.
- Summary of action items to support/achieve these goals and objectives.
- Summary of existing surface and groundwater controls, and first increment summary
- Handout/presentation summarizing current datasets and collection efforts

Key Understandings:

 Six (6) interview sessions (one for each NRD in the Coalition and the DNR) will be conducted as part of the Sponsor interviews defined in Task 200.

TASK SERIES 400 - BASINWIDE WATER MANAGEMENT PLAN DOCUMENT

Task Objective: Prepare draft and final Basinwide Water Management Plan documents.

Activities: Task 410 Draft Basinwide Water Management Plan Document. The

HDR team will prepare Draft Basinwide Water Management Plan for review and comment by Sponsors and stakeholder participants.

Anticipated major elements include:

- I. Purpose and Scope
- II. Background/Basin Description
- III. Goals and Objectives
- IV. Components of the Plan and Action Items
- V. Plan Review and Monitoring
- VI. Other elements as required by the Act
- Appendix A Existing surface and groundwater controls
- Appendix B First Increment Summary (including current Basinwide Plan and individual Integrated Management Plans)
- Appendix C Existing data and data collection
- Appendix D Facilitation and coordination documentation

Task 420 Final Basinwide Water Management Plan Document.

Incorporate comments on draft plan and prepare final plan for distribution.

Task Deliverables:

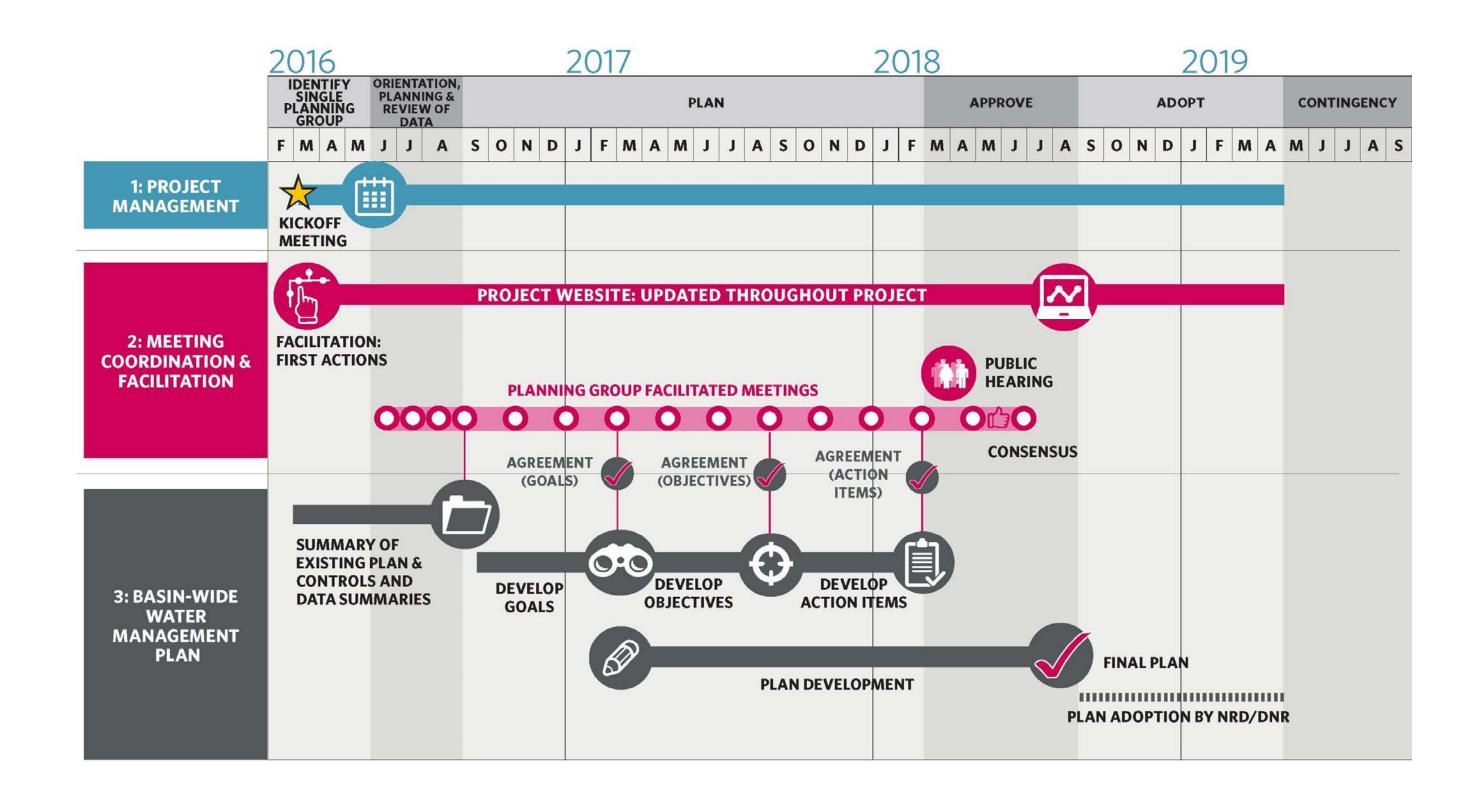
- Draft Basinwide Water Management Plan.
- Final Basinwide Water Management Plan.
- Comment tracking/resolution.

Key Understandings:

- Draft plan will be distributed in electronic pdf format to Sponsors for review and comment.
- After incorporation of Sponsor comments, a second draft plan will be distributed in electronic pdf format to stakeholder participants for review and comment.
- Final plan will be distributed in electronic pdf and Microsoft Word formats to each Sponsor.

APPENDIX B

SCHEDULE





APPENDIX C

FEE

Level of Effort and Fee Estimate Upper Platte Basin-Wide Plan Development Facilitation for Second Increment

Work T	ask	Project Manager	Sr Tech QA/QC	Hydro- geologist	Engineer	Jr. Engineer/ GIS Specialist	Facilitator	Facilitation Coordination	HDR Labor Total	The Flatwater Group Labor Total	JEO Labor Total	Total Labor
									***			***
100	Project Management	44			80				\$20,623	\$0	\$0	\$20,623
												\$20,623
200	Meeting Coordination and Facilitation											
210	Facilitation Preparation	64					68	24	\$31,300	\$1,980	\$0	\$33,280
220	Single Planning Group Meetings (15)	180			180	120	180		\$117,612	\$22,440	\$4,800	\$144,852
225	Public Information Meetings (3)	32			32		32	40	\$21,951	\$0	\$0	\$21,951
227	Public Hearings (5)	40					40		\$17,732	\$0	\$0	\$17,732
230	POAC Meetings (15)	120				48	48		\$42,444	\$10,560	\$0	\$53,004
240	Communication Activities	30			80	100	30	120	\$45,441	\$0	\$0	\$45,441
												\$316,260
300	Basin Wide Water Management Plan											
310	Goals and Objectives/Action Items	8	2	8		32			\$6,576	\$3,080	\$1,600	\$11,256
320	Summary of Existing Surface and Groundwater Controls	4		8		40			\$6,108	\$3,080	\$1,600	\$10,788
330	Stakeholder Agreement								\$0	\$0	\$0	\$0
340	Data Collection	4		8		40			\$6,108	\$3,080	\$0	\$9,188
												\$31,231
400	Basin Wide Water Management Plan Document											
410	Draft Basin Wide Water Management Plan Document	8	8	16	32	40		40	\$17,445	\$2,200	\$4,000	\$23,645
420	Final Basin Wide Water Management Plan Document.	8	4	8	8	8		1.2	\$5,490	\$0	\$4,000	\$9,490
									, -, -, -		, ,,,,,	\$33,135
Total L	abor Hours per Team Member	542	14	48	412	428	398	224	\$338,829	\$46,420	\$16,000	\$401,249

Direct Costs / Expenses				
Technology (2,066 hours	Х	\$/hr	\$ 3.70	\$ 7,644
Mileage 19551 miles	X	\$/mile	\$ 0.555	\$ 10,851
Lodging 60 nights	X	\$/night	\$ 150.00	\$ 9,000
Meals 141 meals	X	\$/meal	\$ 15.00	\$ 2,115
Copies/Photc 51 binders	X	\$/binder	\$ 50.00	\$ 2,550
Postage / Public Notices			\$ -	\$ -
Travel/Airfare Charges			\$ -	\$ -
Miscellaneous			\$ 1,000.00	\$ 1,000
Facility Renta 0 meetings	X	\$/meeting	\$ -	\$ -
Equipment R 0 days	X	\$/day	\$ -	\$ -
Subconsultant Expenses			\$ -	\$ -
	Expens	ses Subtotal		\$ 33,160
Subconsultant Labor Costs				\$ 62,420
	TOTAL	. FEE		\$ 434,409

EXHIBIT B TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense. Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any

OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

1

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

(9/2015)

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator,"

"generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT. INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES. CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

PBC Budget Years 1 to 3 Review and Amendments

Updated 4/5/2016

Table 1

PBC Budget Summary	CPNI	RD	NPNRD)	SPNRD)	TBNRD	TPNR	D	Total NRD	DNR (NET Transfer)	DN	R General Fund	Total by Year	1
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	1
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	1
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	1
Amendment 4 Total (Feb-15) [spring-winter 2014-2015, phelps gw recharge]	\$	-	\$	-	\$		\$ 239,435.90) \$	-	\$ 239,435.90	- \$	\$	295,595.75	\$ 535,031.65	Feb 20
Total Amendment Budget	\$	6,000.00	\$	121,788.00	\$	3,570.00	\$ 609,756.74	1 \$	14,530.00	\$ 755,644.74	\$ -	\$	767,598.25	\$ 1,523,242.99	
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	\$	7,367,598.25	\$ 24,623,242.99	Feb 2
												\$	7,367,598.25		
PBC Budget Summary	CPNI	RD	NPNRD)	SPNRD)	TBNRD	TPNR	D	Total NRD	DNR (NET Transfer)	DN	R General Fund	Total by Year	1
Revised Budget Years 1 - 3*	\$	3,782,442.00	\$	203,046.00	\$	7,866.00	\$ 1,802,256.66	5 \$	1,564,330.00	\$ 7,359,940.66	\$ 9,900,000.00	\$	7,374,042.25	\$ 24,633,982.83	1

PBC Project	Cnt #	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	ONR General Fund To	al by Project	NDNR Amount Paid Project Status - Notes	NDNR Remaining
North Platte NRD Lease/Recharge - Cow Camp	see status	\$ -	\$ 196,758.00	\$ -	\$ -	\$ -	\$ 196,758.00	\$ 121,887.00	\$ 173,250.00 \$	491,895.00	\$ - Draft Contract received	\$ 295,137.00
Phase II North Dry Creek	488	\$ -	\$ -	\$ -	\$ 23,348.78	\$ -	\$ 23,348.78	\$ 25,603.36	\$ - \$	48,952.14	\$ 25,603.36 Paid - January 21, 2015	\$ -
I-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)	\$ 1,661,658.17
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
Grandview Permanent Retirement	see status	\$ -	\$ 6,288.00	\$ -	\$ -	\$ -	\$ 6,288.00	\$ - :	\$ 9,432.00 \$	15,720.00	\$ 9,432.00 Paid - October 28, 2015	\$ -
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		\$ 34,378.50 \$	68,757.15		\$ -
Fall/Winter 2014-2015 E65 Canal and Elwood Reservoir Recharge Project	800	\$ -	\$ -	\$ -	\$ 205,057.25	\$ -	\$ 205,057.25	\$ - :	\$ 205,057.25 \$	410,114.50		\$ -
Phelps Canal Diversion Project (DNR/PRRIP)	799	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - :	\$ 56,160.00 \$	56,160.00	\$ 56,160.00 Paid - March 31, 2015	\$ -
Fall/Winter 2014-2015 E65 Canal and Elwood Reservoir Recharge Project	800	\$ -	\$ -	\$ -	\$ 651.14	\$ -	\$ 651.14	\$ 10,396.56	\$ - \$	11,047.70	\$ 10,396.56 Paid - March 15, 2016	\$ -
Totals by Contributor		\$ 3,782,442.00	\$ 203,046.00	\$ 7,866.00	\$ 1,802,256.66	\$ 1,564,330.00	\$ 7,359,940.66	\$ 9,899,999.92	\$ 7,374,042.25 \$	24,633,982.83		
DNR Total											=	
Budget Difference from Original 3 year budget		\$ (2,878,242,00)	\$ 1.922.154.00	\$ 176.934.00	\$ (469.056.66)	\$ 488.270.00	\$ (759.940.66	\$ 0.08	\$ (774.042.25) \$	(1.533.982.83)		

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 A
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

Additional funding committed in years 4-6

We need to figure out what to do with these remaining balances to try and clost out the grant

^{*} 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

^{***} TB/RD DNR transferred \$0.08 from Spring 2014 E65 Canal and Elwood Project to Fall/Winter 2014-2015 E65 Canal and Elwood Project to start closing out financial books

**** Funds were transferred from the North Dry Creek Project to Fall/Winter 2014-2015 E65 Canal & Elwood Excess Flow Project. In the amounts of TB/RD = \$615.14 & DNR \$10,396.56

PBC Years 4 to 6 Budget Review Updated 4/5/2016

Remaining Financial Commitments by Contributor

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)	ONR General Fund	Total by Project	NDNR Amount Paid	Project Status	NDNR Remaining	AF Remaining	Meeting Motion Ref.
North Platte NRD Lease/Recharge - Cow Camp	see status	\$ -	\$ 221,197.00	\$ -	\$ -	\$ -	\$ 221,197.00	\$ 331,795.50	\$ -	\$ 552,992.50	\$ -	Draft Contract received	\$ 331,795.50	-	Jun 2013 pg 2 #7 C
Orchard-Alfalfa Canal Rehabilitation	615	\$ 501,038.88	\$ -	\$ -	\$ -	\$ -	\$ 501,038.88	\$ 488,106.29	\$ -	\$ 520,786.00	\$ 488,106.29	Paid - March 9, 2016	\$ -	-	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	\$ -	Under Contract	\$ 2,595,106.66	-	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	\$ -	Under Contract	\$ 3,910,662.86	-	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	\$ -	\$ -	\$ -	\$ 148,928.00	\$ -	\$ 148,928.00	\$ 148,928.00	\$ -	\$ 297,856.00	\$ 148,928.00	Paid - October 14, 2015	\$ -	-	Aug 2015 Pg 2 #5 C
NPNRD Retirement Agreement - Hardt and Tighe	see status	\$ -	\$ 151,630.50	\$ -	\$ -	\$ -	\$ 151,630.50	\$ 227,445.75	\$ -	\$ 379,076.25	\$ -	*** see below (draft contract)	\$ 227,445.75	-	June 2015 Pg 4 #7 A
E65 Canal and Elwood Reservoir (4,500 acre ft) amd (5,000 acre ft)	571	\$ -	\$ -	\$ -	\$ 96,252.00	\$ -	\$ 96,252.00	\$ 96,252.00	\$ -	\$ 192,504.00	\$ 83,557.56	Partial Paid March 15, 2016	\$ 12,694.44	500	Dec 2015 Pg 3 #5 C
Phelps Canal (7,000 acre ft)	571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 51,100.00	\$ 51,100.00	\$ 20,989.80	Partial Payment March 15, 2016	\$ 30,110.20	2,053	Dec 2015 Pg 3 #5 C
Oliver Reservoir Streamflow Enhancement Project	571	\$ -	\$ -	\$ 184,800.00	\$ -	\$ -	\$ 184,800.00	\$ 277,200.00	\$ -	\$ 462,000.00	\$ -	draft contract	\$ 277,200.00		Dec 2015 Pg 4 #7 A
Totals by Contributor		\$ 904,200.00	\$ 372,827.50	\$ 186,600.00	\$ 648,341.12	\$ 2,060,800.00	\$ 4,172,768.62	\$ 6,397,220.36	\$ 1,744,376.70	\$ 11,846,006.51					

- \$ 1,752,372.50 \$ (1,800.00) \$ 684,858.88 \$ (8,200.00) \$ 2,427,231.38 \$ 3,502,779.64 \$ (51,100.00) \$ 6,347,270.19

*** Phelps Canal invoice was paid in the amount of \$20,989.80 and has 2,053 remaining acre feet

New Projects but no mataching dollars	Cnt#	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD		Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Project	Meeting Motion Ref.
Western Irrigation District	587	\$ -	\$ -	\$ 600.	0 \$ -	\$	1,400.00	\$ 2,000.00		\$ 3,000.00	\$ 5,000.00	Dec 2015 Pg 3 #5 C

^{***} 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 **E65 & Howood Recharge Project reached maximum acre feet at 17,000

*CPNRD requested use of existing budget for Orchard Alfalfa in the amount of \$292,724.48 and DNR share \$175,634.69

****E65 Canal and Elwood Reservoir amendment acre feet to be a total of 5,000 which leaves 500 remaining acre feet & \$12,694.44 funds

PBC Study Budget

Updated 4/5/2016

-	\$	-	\$	-	\$ -		ς -	Ś	24.556.00		
	ć				7		7	7	24,330.00		
	\$	-	\$	-	\$ -	-	\$ -	\$	42,096.00		
-	\$	-	\$	-	\$ -	-	\$ -	\$	3,508.00		
-	\$	-	\$	-	\$ -	-	\$ -	\$	-		
-	\$	-	\$	-	\$ -	-	\$ -	\$	70,160.00	\$	70,160.00
		- \$ - \$ - \$	- \$ - - \$ - - \$ -	- \$ - \$ - \$ - \$ - \$ - \$	- \$ - \$ - - \$ - \$ - - \$ -	- \$ - \$ - \$ - \$ - \$ - \$	- \$ - \$ - \$	- \$ - \$ - \$ - \$ - - \$ - \$ - \$ - \$ - - \$ - \$	- \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	- \$ - \$ - \$ - \$ -	- \$ - \$ - \$ 3,508.00 - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 70,160.00 \$

Remaining \$

Total Budget	\$	22,600.00	\$	22,600.00	\$	22,600.00	\$	22,600.00	\$	22,600.00	\$	113,000.00	\$	113,000.00	\$	226,000.00
Conservation Study Phase II Contracted (#571)	CPN	RD	NPN	IRD	SP	NRD	TB	NRD	TPNI	RD	NRI	D Total	NE	ONR	To	tal
Invoice 15-1764 (Phase II)	\$	1,783.45	\$	1,783.45	\$	1,783.45	\$	1,783.45	\$	1,783.45	\$	8,917.25	\$	8,917.25	\$	17,834.50
Invoice 15-1798 (Phase II)	\$	678.00	\$	678.00	\$	678.00	\$	678.00	\$	678.00	\$	3,390.00	\$	3,390.00	\$	6,780.00
Invoice 15-1829 (Phase II)	\$	2,047.12	\$	2,047.12	\$	2,047.12	\$	2,047.12	\$	2,047.12	\$	10,235.60	\$	10,235.65	\$	20,471.25
Invoice 16-1859 (Phase II)	\$	1,073.00	\$	1,073.00	\$	1,073.00	\$	1,073.00	\$	1,073.00	\$	5,365.00	\$	5,365.00	\$	10,730.00
Invoice 16-1870 (Phase II)	\$	2,488.00	\$	2,488.00	\$	2,488.00	\$	2,488.00	\$	2,488.00	\$	12,440.00	\$	12,440.00	\$	24,880.00
Total	\$	8,069.57	\$	8,069.57	\$	8,069.57	\$	8,069.57	\$	8,069.57	\$	40,347.85	\$	40,347.90	\$	55,815.75
Remaining totals by Contributor	\$	14,530.43	\$	14,530.43	\$	14,530.43	\$	14,530.43	\$	14,530.43	\$	72,652.15	\$	72,652.10	\$	170,184.25

Paid 9/16/2015
Paid 10/16/2015
Paid 12/18/2015
Paid 2/8/2016

Post-1997 Study	CPNRD		NPNRD		SPNRD	1	TBNRD		TPNRD)	NRD T	otal	ND	NR	Total
Invoice 14-1637	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	24,678.75	
Invoice 15-1724	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	6,435.00	
Contracted with Flatwater (#772)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	31,113.75	\$ 45,000.00

Remaining totals by Contributor

\$ 13,886.25

Consultant Estimates October 2014	\$	115,000.00	\$	107,000.00											\$ 222,000.00
OA/FA Study	CP	NRD	NF	PNRD	SPNRE)	TBNF	RD	TPN	NRD	NRD	Total	IWI	MPPF	Total
Contracted (#571)	Ś	9.000.00	Ś	9.000.00	Ś	9.000.00	Ś	9.000.00	Ś	9.000.00	Ś	45.000.00	Ś	180.000.00	\$ 225,000,00

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

	CPN	RD	NPN	NRD	SPNR	D	TBN	RD	TPN	RD	NRE) Total	NE	ONR	IWMPPF	Tota	I
Total Study Budget	\$	17,069.57	\$	17,069.57	\$	17,069.57	\$	17,069.57	\$	17,069.57	\$	285,347.85	\$	451,461.65	\$ 180,000.00	\$	725,815.75

Facilitation for 2nd Increment

HDR Engineering Facilitator	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total
Upper Platte Basinwide Plan	\$ 34,752.72	\$ 34,752.72	\$ 34,752.72	\$ 34,752.72	\$ 34,752.72	\$ 173,763.60	\$ 260,645.40	\$ 434,409.00

Remaining totals by Contributor