

# PLATTE BASIN COALITION

## MEETING MINUTES

December 11, 2019, 1:00 p.m.

TPNRD Office, Great Western Bank Building, North Platte, NE

### CALL TO ORDER AND ATTENDANCE (*ATTACHMENT A*)

Shelly Meyer	NeDNR	Jesse Bradley	NeDNR
Melissa Mosier	NeDNR	John Thorburn	TBNRD
Kent Miller	TPNRD	Ann Dimmitt	TPNRD
Lyndon Vogt	CPNRD	Jesse Mintken	CPNRD
Rod Horn	SPNRD	Jennifer Schellpeper	NeDNR
John Berge	NPNRD	Jessie Winter	NeDNR
Ryan Reisdorff	NPNRD	Thad Kuntz	ARI

*The meeting agenda is ATTACHMENT B.*

1. **WELCOME AND OPEN MEETINGS ACT:** The meeting was opened by chair, Kent Miller, at 1:04 p.m. who notified attendees that there was a copy of the Open Meetings Act in the room.
2. **PUBLICATION OF MEETING NOTICES (*ATTACHMENT C*)**
  - A. Sidney Sun Telegraph: November 27, 2019
  - B. Grand Island Independent: November 25, 2019
  - C. Kearney Hub: November 26, 2019
  - D. Scottsbluff Star Herald: November 26, 2019
3. **APPROVAL OF OCTOBER 2, 2019 PBC MEETING MINUTES (*ATTACHMENT D*):**
  - A. Jennifer Schellpeper noted minor revisions needed. On third line from bottom, misspelled word and correct the page numbering.

**MOTION:** To approve the October 2, 2019 PBC meeting minutes as corrected.

  - Horn motioned. Thorburn seconded.
  - Minutes approved with all ayes.
4. **BUDGET UPDATE (NeDNR)**
  - A. **GENERAL UPDATES**

Shelly Meyer informed the group that all actions items from October have been taken care of; and that the fiscal year for grant Years 7 - 9 ends on June 30<sup>th</sup>, 2020. She said the memo she distributed outlines the NRDs' 40% share, which should be obligated by June 30<sup>th</sup>, 2020, and considered "obligated" when approved by PBC (*Attachment E*). The numbers in the spreadsheet represent the NRDs' 40% share. There are no invoices to approve today. The NET grant application will be completed in 2020, for which the NRDs' letters of support are anticipated.

**B. NEW OBLIGATIONS / FUNDING REQUESTS**

*i. NPNRD EXCESS FLOW PROJECT REQUEST*

John Berge presented a PBC reimbursement proposal memo (*ATTACHMENT F*), which will need to be revised to remove two Irrigation Districts. The two to be removed are Bridgeport Irrigation District, and Castle Rock Irrigation District. The new total is \$104,205.00, with 60% from WRCF (\$62,523) and 40% from NPNRD (\$41,682) as shown in the table below.

<b>NPNRD EXCESS FLOW PROJECTS</b>			
	NPNRD PORTION (40%)	WRCF PORTION (60%)	TOTAL (100%)
2019	\$41,682	\$62,523	\$104,205

**MOTION:** To approve the NPNRD Excess Flow Project Request.

- Horn motioned. Vogt seconded.
- Project request approved with all ayes.

*ii. TBNRD EXCESS FLOW PROJECT REQUEST*

John Thorburn presented a PBC reimbursement proposal memo (*ATTACHMENT G*), which is to divert excess flows into CNPPID’s Elwood Reservoir and utilizing canal E65, for this year (winter of 2019-2020). This project is covered by a water service agreement (NeDNR Contract #1150) between TBNRD, NeDNR, and CNPPID for excess flow projects utilizing CNPPID’s Elwood Reservoir and E65 canal. The water service agreement runs from November 2019 through 2023. Table below is based upon TBNRD’s anticipation of diverting 3,000 af of this winter (2019-2020).

<b>TBNRD HIGH PLATTE FLOW DIVERSION INTO CNPPID CANAL SYSTEM</b>			
	TBNRD PORTION (40%)	WRCF PORTION (60%)	TOTAL (100%)
Winter 2019-2020	\$59,000	\$88,500	\$147,500

**MOTION:** To approve the TBNRD Excess Flow Project Request.

- Berge motioned. Schellpeper seconded.
- Project request approved with all ayes.

**5. PROJECT ACTIVITIES**

- A. N-CORPE (TPNRD):** About 5,600 af of water will be moved into the Platte River in 2020, on a year-round basis, at a rate based upon NeDNR’s calculated monthly shortages. This rate and volume of water withdrawal is within the restrictions set by the NCORPE group for TPNRD’s share. TPNRD and NPPD are putting together an annual operating plan.
- B. TRI-BASIN NRD PHASE II AUGMENTATION - NORTH DRY CREEK (TBNRD):** No updates.
- C. RAINWATER BASIN JOINT VENTURE (TBNRD):** A total of 5 wetlands will be able to receive water when future excess flow conditions occur. Pipelines to the final two wetlands are

done. It is likely the first diversion into Victor Lake will be in a few weeks. An email from Andy Bishop was shared with the group. (ATTACHMENT H)

- D. WESTERN ID (DEUEL COUNTY) RECHARGE PIT CONSTRUCTION & REHAB (SPNRD):** This project is done and has been reimbursed, so it can be removed from future agendas.
  - E. CPNRD RECHARGE PITS/DETENTION PONDS:** CPNRD has purchased a piece of land near Southside Irrigation District (Orchard-Alfalfa Canal) and is working with JEO to assess options.
  - F. J-2 REGULATING RESERVOIR (NEDNR):** Contract amendments have been revised to extend out to 2023. CPNRD sent a signed amendment to NeDNR. *CPNRD will forward this version out to everyone<sup>1</sup>. Many of the NRDs will be at Flatwater on Tuesday, December 17, 2019, and NeDNR will make sure the contract amendment will be available for signature<sup>2</sup>.*
  - G. 2019 EPIC PROGRAM (NPNRD):** NPNRD made payments to landowners in summer of 2019, and are currently waiting on NeDNR for reimbursement.
  - H. SCHANEMAN RECHARGE PITS (NPNRD):** John Berge reported that the Schaneman recharge pits are done. They are waiting on the inflow pipe. They will be ready to start taking water in the spring, pending the transfer permit approval.
  - I. PERMANENT AND TEMPORARY RETIREMENTS (NPNRD):** John Berge reported that the funding was approved last meeting, and NPNRD and NeDNR are currently working on contracts.
  - J. EXCESS FLOW DIVERSION UPDATES (NEDNR):** Jeremy Gehle continues to utilize the extended recipients list of his excess flow communications. NeDNR's field office and administration staff will continue efforts to improve communication with the NRDs and irrigation districts.
6. **PUBLIC COMMENT:** No comments.
7. **NEXT MEETING:** FEBRUARY 5, 2020, AT 1:30
8. **ADJOURN:** 1:31 p.m. (CT)

#### ACTION ITEM LIST

<sup>1</sup> *CPNRD will forward a copy of the J-2 contract amendment (extension) to all.*

<sup>2</sup> *NeDNR will ensure a copy of the J-2 contract amendment (extension) is at the meeting at Flatwater on December 17, 2019.*



## Platte Basin Coalition Meeting Agenda

December 11, 2019 1:00 p.m.

TPNRD Office, Great Western Bank Building, North Platte, NE

1. Welcome and Open Meetings Act
2. Publication of Meeting Notices
  - A. North Platte Telegraph:
  - B. Sidney Sun Telegraph: 11/27/19
  - C. Grand Island Independent: 11/25/19
  - D. Kearney Hub: 11/26/19
  - E. Scottsbluff Star Herald: 11/26/19
3. Approval of October 2, 2019 PBC Meeting Minutes
4. Budget Update (NeDNR)
  - A. General Updates
    - i. Years 4-6
    - ii. Years 7-9
    - iii. Studies
  - B. New obligations/ Funding Requests
    - i. NPNRD Excess Flows project request
    - ii. TBNRD Elwood/E65 Water Service Agreement
  - C. Invoices
5. Project Activities
  - A. N-CORPE (TPNRD) – *Contract 778*
  - B. Tri-Basin NRD Phase II Augmentation - North Dry Creek (TBNRD)
  - C. Rainwater Basin Joint Venture (TBNRD) – *Contract 1021*
  - D. Western ID (Deuel County) Recharge Pit Construction & Rehab (SPNRD) – *Contract 1076*
  - E. CPNRD Recharge Pits/Detention Ponds
  - F. J-2 Regulating Reservoir (NeDNR) – *Contract 574*
  - G. 2019 EPIC Program (NPNRD) – *Contract 1129*
  - H. NPNRD Schaneman Recharge Project
  - I. Excess Flow Diversion Updates (NeDNR)
  - J. NPNRD Certified acre Remimbursements (permanent and temporary) *Contract # Pending*
6. Public Comment
7. Next Meeting: February 5, 2020
8. Adjourn

## NOTICE OF PUBLIC 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 December 11, at 1:00 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](http://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, 4<sup>th</sup> 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](mailto:melissa.mosier@nebraska.gov).

## PLATTE BASIN COALITION MEETING MINUTES

October 2, 2019, 1:00pm  
TPNRD Office, Great Western Bank Building, North  
Platte, NE

### CALL TO ORDER AND ATTENDANCE (*ATTACHMENT A*)

Shelly Meyer	NeDNR	Travis Glanz	SPNRD
Melissa Mosier	NeDNR	John Thorburn	TBNRD
Brandi Flyr	CPNRD	Ann Dimmitt	TPNRD
Lyndon Vogt	CPNRD	Jennifer Schellpeper	NeDNR
Rod Horn	SPNRD	Jessie Winter	NeDNR
John Berge	NPNRD	Thad Kuntz	ARI
Ryan Reisdorff	NPNRD		

*Meeting agenda is ATTACHMENT B.*

1. **WELCOME AND OPEN MEETINGS ACT:** The meeting was opened by acting chair, Jennifer Schellpeper, at 1:04 p.m. who notified attendees that there was a copy of the Open Meetings Act in the room.
2. **PUBLICATION OF MEETING NOTICES (*ATTACHMENT C*)**
  - A. North Platte Telegraph: September 19, 2019
  - B. Sidney Sun Telegraph: September 18, 2019
  - C. Grand Island Independent: September 19, 2019
  - D. Kearney Hub: September 18, 2019
  - E. Scottsbluff Star Herald: September 18, 2019
3. **APPROVAL OF AUGUST 14, 2019 PBC MEETING MINUTES (*ATTACHMENT D*):**

**MOTION:** To approve the August 14, 2019 PBC meeting minutes.

  - Berge motioned. Vogt seconded.
  - Minutes approved with all ayes.
4. **APPROVAL OF PBC PROTOCOLS**
  - A. Protocol for Platte Basin Coalition Funding
  - B. Platte Basin Coalition General Protocol of Activities Needed to Secure Conservation Easements
5. **BUDGET UPDATE (NeDNR)**
  - A. **GENERAL UPDATES**

Shelly Meyer informed the group that the PBC funding spreadsheets are still under review and corrections are being made as needed. Going forward, the spreadsheets will be split into one-year intervals, rather than three-year. In years 4-6 (FY 2015-2017) all of the funds have been obligated, but some reimbursements need to be finalized before those

accounting years can be closed-out. If any of the NRDs see funds still available for reimbursement in years 4-6, please notify Shelly.

<sup>1</sup>*Shelly will check on Contract #1076, SPNRD Western ID Recharge Pit Construction and Rehab, check on the status of SPNRD's requested reimbursement, and share that information with SPNRD.*

<sup>2</sup>*Shelly will send the most recent versions of the PBC funding spreadsheets to the PBC administrators and their staff.*

**B. NEW OBLIGATIONS / FUNDING REQUESTS**

*i. NPNRD PERMANENT RETIREMENT REIMBURSEMENTS*

John Berge presented a PBC reimbursement proposal memo (*ATTACHMENT E*) for two (2) permanent retirements. NPNRD has been making payments for these permanent retirements for the past few years, and then been reimbursed through WRCF funds (Contract #1023). This is a request to extend approval to the additional payments NPNRD will be making to landowners in FY 19-21 (\$226,944) and FY 22-23 (\$75,972). Payment breakdown is included in the table below:

<b>NPNRD PERMANENT RETIREMENTS</b>			
	NPNRD PORTION (40%)	WRCF PORTION (60%)	TOTAL (100%)
<i>FY 19-21</i>	\$90,777.60	\$136,166.40	\$226,944.00
<i>FY 22-23</i>	\$30,388.80	\$45,583.20	\$75,972.00
<i>Combined (FY 19-23)</i>	\$121,166.40	\$181,749.60	\$302,916.00

*Approval of the NPNRD Permanent Retirement Reimbursement request is included under 5.A.ii. below.*

*ii. NPNRD TEMPORARY RETIREMENT REIMBURSEMENTS*

John Berge presented a second PBC reimbursement proposal memo (*ATTACHMENT F*) for six (6) temporary retirements. NPNRD has been making payments for these temporary retirements for the past few years, and then been reimbursed through PBC funds (Contract #1023). This is a request to extend approval to the additional payments that NPNRD will be making to landowners in FY 19-21 (\$343,522.50) and FY 22-26 (\$325,589.25). Payment breakdown is included in the table below:

<b>NPNRD TEMPORARY RETIREMENTS</b>			
	NPNRD PORTION (40%)	WRCF PORTION (60%)	TOTAL (100%)
<i>FY 19-21</i>	\$137,409.00	\$206,113.5	\$343,522.50
<i>FY 22-26</i>	\$130,235.70	\$195,353.55	\$325,589.25
<i>Combined (FY 19-26)</i>	\$267,644.70	\$401,467.05	\$669,111.75



**MOTION:** To approve NPNRD's Permanent and Temporary Retirements reimbursement requests as presented in the October 1, 2019, memos from John Berge at NPNRD to the PBC Administrators.

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

John Berge also presented a memo to the PBC administrators (*ATTACHMENT G*) requesting reimbursement from the WRCF for excess flow diversion projects currently occurring in the NPNRD. It is expected that altogether, irrigation districts in the NPNRD will divert 500-1200 cfs during the current period in which excess flows are available. The approximate total costs of these diversions will be \$80,000-180,000, of which NPNRD will request 60% reimbursement from the WRCF. Berge expects diversions to be somewhat limited, and it is likely that the total costs will remain near \$80,000. The PBC provided an informal, preliminary approval of Berge's proposal. This reimbursement request will be included on the December 2019 PBC agenda for official approval by PBC.

*iii. CONSERVATION MEASURES PHASE 3 CONTRACT*

The POAC technical committee agreed via email to present the current version of the Conservation Measures Phase 3 contract and scope of work (*Attachment H*) to the PBC administrators for consideration. The POAC technical committee has had conversations about the potential project overlap that could occur between the Conservation Measures Phase 3 work and the TPNRD 2<sup>nd</sup> Increment Work Plan, and the group believes that the two projects will compliment rather than conflict with one another. Also, it is understood that the total cost for this project may be reduced if the NRDs or other partners are able to take over some of the tasks related to meting coordination and training. The Flatwater Group will only charge PBC with actual costs, and monthly invoices will be presented for PBC review and approval.

**MOTION:** To approve the Conservation Measures Phase 3 contract and scope of work as presented. As outlined in the contract, PBC will pay The Flatwater Group no more than \$71,375.00 for the actual costs of Phase 3 project activities, with NeDNR responsible for 50% (NeDNR = \$35,688.00) and CPNRD, TBNRD, and TPNRD together responsible for the other 50% (\$11,896 = CPNRD, \$11,896 = TBNRD, \$11,896 = TPNRD).

- Lyndon Vogt motioned to approve. Jennifer Schellpeper seconded.
- Motion passed with five (5) ayes and SPNRD abstaining.

***<sup>3</sup>NeDNR will prepare the final version of the Conservation Measures Phase 3 contract and send it out for signature.***

**C. INVOICES**

- i. CONSERVATION MEASURES
- ii. DIFFERENCE BETWEEN CURRENT AND FULLY APPROPRIATED
- iii. 2ND INCREMENT BWP FACILITATION
- iv. 2ND INCREMENT NRD IMPs FACILITATION
- v. ROBUST REVIEW

Invoice #19-2452, for work performed by The Flatwater Group related to the final documentation and archival of model runs and associated data sets for the COHYST portion of the Robust Review, is presented to the PBC for approval. The total cost for Invoice #19-2452 is \$3,325.00.

**MOTION:** To approve payment for Invoice #19-2452 from The Flatwater Group for work related to the COHYST portion of the Robust Review. The invoice total is \$3,325.00 and will be split: NeDNR responsible for 50% (NeDNR = \$1,662.49) and CPNRD, TBNRD, and TPNRD responsible for the other 50% (CPNRD = \$554.17, TBNRD = \$554.17, and TPNRD = \$554.17).

- John Berge motioned to approve. Lyndon Vogt seconded
- Motion passed with all ayes.

PBC INVOICES APPROVED								
	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRDS (COMBINED)	NeDNR	INVOICE TOTAL
Invoice #19-2452	\$554.17	-	-	\$554.17	\$554.17	\$1,662.51	\$1,662.49	\$3,325.00

**6. PROJECT ACTIVITIES**

- A. N-CORPE (TPNRD):** No updates.
- B. TRI-BASIN NRD PHASE II AUGMENTATION - NORTH DRY CREEK (TBNRD):** No updates.
- C. RAINWATER BASIN JOINT VENTURE (TBNRD):** Observation wells were installed in a number of the waterfowl production areas (WPAs). It is hoped that excess flows will be available for diversion into Victor Lakes and Linder WPAs this fall.
- D. WESTERN ID (DEUEL COUNTY) RECHARGE PIT CONSTRUCTION & REHAB (SPNRD):** This project has been able to put a lot of excess flows to good use over the past few weeks and is operating well. As mentioned above, NeDNR will be looking into the last reimbursement request sent by SPNRD in late August.
- E. CPNRD RECHARGE PITS/DETENTION PONDS:** CPNRD has accepted a bid on a piece of land near Southside Irrigation District and is moving forward with next steps in the project.
- F. J-2 REGULATING RESERVOIR (NeDNR):** No updates.
- G. 2019 EPIC PROGRAM (NPNRD):** NPNRD is continuing to work on reimbursement contracts with NeDNR. All of the landowners have been paid by NPNRD and a lot of water has been left in the ground because of this project.

- H. EXCESS FLOW DIVERSION UPDATES (NEDNR):** Jeremy Gehle has extended the recipients list of his excess flow communications, which seems to be improving excess flow diversion operations this season. NeDNR's field office and administration staff will continue efforts to improve communication with the NRDs and irrigation districts.
- 7. PUBLIC COMMENT:** No comments.
- 8. NEXT MEETING:** DECEMBER 11, 2019
- 9. ADJOURN:** 1:39 p.m. (CT)

**ACTION ITEM LIST**

*<sup>1</sup>Shelly will check on Contract #1076, SPNRD Western ID Recharge Pit Construction and Rehab, check on the status of SPNRD's requested reimbursement, and share that information with SPNRD.*

*<sup>2</sup>Shelly will send the most recent versions of the PBC funding spreadsheets to the PBC administrators and their staff.*

*<sup>3</sup>NeDNR will prepare the final version of the Conservation Measures Phase 3 contract and send it out for signature.*

PBC 10-2-19

<u>Name</u>	<u>Org</u>	<u>Email</u>
Shelly Meyer	NEBR	ShellyMeyer@nebraska.gov
Jessie Winter	NEBR	jessie.winter@nebraska.gov
Jennifer Schellpeper	NEBR	jennferschellpeper@nebraska.gov
Melissa Mosier	NEBR	melissa.mosier@nebraska.gov
Brandi Flyr	CPNRD	Flyr@cpnrd.org
Lyndon Vogt	CPNRD	Vogt@cpnrd.org
John Beuge	NPNRD	jbeuge@npnrd.org
RID L. Horn	SPNRD	rthorn@spnrd.org
Ryan Reisdorf	SPNRD	rreisdorf@spnrd.org
Travis Glanz	SPNRD	tglanz@spnrd.org
Thad Kuntz	AKI (NPNRD + SPNRD)	thad@aci-water.com
Larry Reynolds	TBNRD	larryreynolds68@gmail.com
John Thorburn	Tri-Basin NRD	jthorburn@tribasinrd.org
Ann Dimmitt	TPNRD	adimmitt@tpnrd.org

**Platte Basin Coalition Meeting**

**Agenda**

October 2, 2019 1:00 p.m.

TPNRD Office, Great Western Bank Building, North Platte, NE

1. Welcome and Open Meetings Act
2. Publication of Meeting Notices
  - A. North Platte Telegraph: 9-19-19
  - B. Sidney Sun Telegraph: 9-18-19
  - C. Grand Island Independent: 9-19-19
  - D. Kearney Hub: 9-18-19
  - E. Scottsbluff Star Herald: 9-18-19
3. Approval of August 14, 2019, PBC Meeting Minutes
4. Budget Update (NeDNR)
  - A. General Updates
    - i. Years 4-6
    - ii. Years 7-9
    - iii. Studies
  - B. New obligations/ Funding Requests
    - i. NPNRD Certified acre Permanent Retirement Reimbursements
    - ii. NPNRD Certified acre Temporary Lease Reimbursements
    - iii. Conservation Measures Phase 3 Contract approval
  - C. Invoices
    - i. Conservation Measures (*Contract# 915*)
    - ii. Difference Between Current and Fully Appropriated (*Contract # 927*)
    - iii. 2<sup>nd</sup> Increment NRD IMPs Facilitation (*Contract #1064*)
    - iv. Robust Review (*Contract # 947*)
5. Project Activities
  - A. N-CORPE (TPNRD) – *Contract 778*
  - B. Tri-Basin NRD Phase II Augmentation - North Dry Creek (TBNRD)
  - C. Rainwater Basin Joint Venture (TBNRD) – *Contract 1021*
  - D. Western ID (Deuel County) Recharge Pit Construction & Rehab (SPNRD) – *Contract 1076*
  - E. CPNRD Recharge Pits/Detention Ponds
  - F. J-2 Regulating Reservoir (NeDNR) – *Contract 574*
  - G. 2019 EPIC Program (NPNRD) – *Contract 1129*
  - H. NPNRD Schaneman Recharge Project
  - I. Excess Flow Diversion Updates (NeDNR)
6. Public Comment
7. Next Meeting: December 11, 2019
8. Adjourn

## **NOTICE OF PUBLIC 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 October 2, at 1:00 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](http://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, 4<sup>th</sup> 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](mailto:melissa.mosier@nebraska.gov).

## Platte Basin Coalition Meeting Minutes

August 14, 2019, 1:00pm

TPNRD Office, Great Western Bank Building, North Platte, NE

### Call to Order and Attendance (Attachment A).

Shelly Meyer	NeDNR	Travis Glanz	SPNRD
Melissa Mosier	NeDNR	John Thorburn	TBNRD
Brandi Flyr	CPNRD	Ann Dimmitt	TPNRD
Lyndon Vogt	CPNRD	Kent Miller	TPNRD
Rod Horn	SPNRD	Jennifer Schellpeper	NeDNR
John Berge	NPNRD	Jessie Winter	NeDNR
Ryan Reisdorff	NPNRD		

### Meeting agenda attached (Attachment B).

1. **Welcome and Open Meetings Act:** The meeting was opened at 1:07 p.m. (CDT). There was a copy of the Open Meetings Act in the room. Kent Miller, TPNRD, noted there will be an updated Open Meetings Act next month due to a change in legislation.
2. **Publication of Meeting Notices (Attachment C).**
  - A. **North Platte Telegraph:** 7/30/19 & 8/6/19
  - B. **Sidney Sun Telegraph:** 7/31/19
  - C. **Grand Island Independent:** 7/28/19 & 8/2/19
  - D. **Kearney Hub:** 7/31/19
  - E. **Scottsbluff Star Herald:** 7/30/19
3. **Approval of June 3<sup>rd</sup>, 2019 PBC Meeting Minutes (Attachment D): Motion: To approve the June 3, 2019 PBC meeting minutes.** Berge motioned. Vogt seconded. **Minutes approved with all ayes.**
4. **Approval of PBC Protocols**
  - A. **Protocol for Platte Basin Coalition Funding**
  - B. **Platte Basin Coalition General Protocol of Activities Needed to Secure Conservation Easements**
5. **Budget Update (NeDNR)**
  - A. **Funding**
    - i. **NPNRD Schaneman Recharge Project:** Jennifer Schellpeper, NeDNR, stated there are no updates. John Berge, NPNRD, noted the contract will be sent to NeDNR in the next week or two.
    - ii. **NPNRD Certified acre retirement reimbursements:** John Berge, NPNRD, noted the memo dated 8/6/2019 will be updated and resubmitted to PBC in October **(Attachment E).**
  - B. **Studies**
    - i. **Conservation Measures**
    - ii. **Difference Between Current and Fully Appropriated**
    - iii. **2nd Increment BWP Facilitation (Attachment F):**
      - a. Invoice #31 (1200206118) for \$16,197.76 breaks down to \$1,619.78 contributed by each NRD and \$8,098.86 contributed by NeDNR. Berge motioned. Schellpeper seconded. **Motion passed with all ayes.**

	<b>CPNRD</b>	<b>NPNRD</b>	<b>SPNRD</b>	<b>TBNRD</b>	<b>TPNRD</b>	<b>NRDs (combined)</b>	<b>NeDNR</b>	<b>Invoice Total</b>
Invoice #31 1200206118	\$1,619.78	\$1,619.78	\$1,619.78	\$1,619.78	\$1,619.78	\$8,098.86	\$8,098.86	\$16,197.76

- iv. **2nd Increment NRD IMPs Facilitation**
- v. **Robust Review**

Schellpeper noted all NRDs need to come up with project ideas for the Fiscal Year 8 budget and discussed how the budget works. PBC gets Water Resources Cash Fund money starting July 1. NET money doesn't come until April of the same fiscal year, so the PBC budget Fiscal Year starts when the NET money comes. PBC won't be at Fiscal Year 8 until April. She also noted that the NRDs can commit NET money earlier, but they won't be able to be reimbursed until the money is available in April.

**6. Project Activities**

- A. N-CORPE (TPNRD):** No updates.
- B. Tri-Basin NRD Phase II Augmentation - North Dry Creek (TBNRD):** No updates.
- C. Rainwater Basin Joint Venture (TBNRD):** No updates.
- D. Western ID (Deuel County) Recharge Pit Construction & Rehab (SPNRD):** The project is wrapped up construction-wise. The Board has approved the last invoices. SPNRD will be sending reimbursement request to NeDNR within the next couple of weeks.
- E. CPNRD Recharge Pits/Detention Ponds:** They are wrapping up a B1 study to determine if they can do some management scenarios to use their B1 water right to get water back to the river. Later in month, they will probably be signing a contract to look at ¼ land purchased for potential operations to get water back to the river. This land has a groundwater well and a surface water drain. They may bring this project back to the group with a proposal for funding.
- F. J-2 Regulating Reservoir (NeDNR):** No updates.
- G. 2019 EPIC Program (NPNRD):** NPNRD is continuing to work on contracts with NeDNR Water Planning and Legal.
- H. Excess Flow Diversion Updates (NeDNR):** Jeremy Gehle and Tom Hayden will communicate when excess flows are available. NRDs and/or irrigation districts need to make sure they have the correct permits if they want to recharge. NRDs can get credit during the irrigation season if they have facilities that are outside the normal irrigation infrastructure. They will need to prove that the recharge operations are different than the 1997 operations in order to get post-1997 offset credits.

**7. Public Comment:** No comments.

**8. Next Meeting: October 2, 2019 – Set 2020 Meeting Dates**

- A. 2/5/20
- B. 4/1/20
- C. 6/2/20
- D. 8/5/20
- E. 10/7/20
- F. 12/3/20

\*NeDNR will send out meeting invites.

**9. Adjourn:** 1:29 p.m. (CDT)







Attachment D  
PBC Minutes  
December 11, 2019

PBC Years 7 to 9 Budget Review  
Updated 9/30/2019

PBC Budget Summary			Central Platte NRD	North Platte NRD	South Platte NRD	Tri-Basin NRD	Twin Platte NRD	Total NRD	DNR (NET Transfer)	NRD / NET total Budget	DNR General funds	DNR/NRD WRCF General Fund	Total by Year					
Budget Year 7			\$ 607,200.00	\$ 61,600.00	\$ 61,600.00	\$ 103,400.00	\$ 1,366,200.00	\$ 2,200,000.00	\$ 3,300,000.00	\$ 5,500,000.00	\$ 9,133.19	\$ 15,221.98	\$ 5,515,221.98					
Total 7-Year Budget NRD Match to NET Funds			\$ 607,200.00	\$ 61,600.00	\$ 61,600.00	\$ 103,400.00	\$ 1,366,200.00	\$ 2,200,000.00	\$ 3,300,000.00	\$ 5,500,000.00	\$ 9,133.19	\$ 15,221.98	\$ 5,515,221.98					
Total 7-Year Budget NRD Match to WRCF General Funds			\$ -	\$ -	\$ -	\$ 6,088.79	\$ -	\$ 6,088.79	\$ -	\$ -	\$ -	\$ -	\$ -					
Total 7 Budget Combined			\$ 607,200.00	\$ 61,600.00	\$ 61,600.00	\$ 109,488.79	\$ 1,366,200.00	\$ 2,206,088.79	\$ 3,309,133.19	\$ 5,505,111.79	\$ 9,133.19	\$ 15,221.98	\$ 5,515,221.98					
NeDNR 60% Match w/ NET Funds			\$ 910,800.00	\$ 92,400.00	\$ 92,400.00	\$ 155,100.00	\$ 2,049,300.00	\$ -	\$ 3,300,000.00	\$ -	\$ -	\$ -	\$ -					
NeDNR 60% Match w/ WRCF General funds			\$ -	\$ -	\$ -	\$ 9,133.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
NeDNR 60% Match Combined			\$ 910,800.00	\$ 92,400.00	\$ 92,400.00	\$ 164,233.19	\$ 2,049,300.00	\$ -	\$ 3,309,133.19	\$ -	\$ -	\$ -	\$ -					
Budget Year 7 Combined			\$ 1,518,000.00	\$ 154,000.00	\$ 154,000.00	\$ 273,721.98	\$ 3,415,500.00	\$ 2,206,088.79	\$ 3,309,133.19	\$ 5,515,221.98	\$ 9,133.19	\$ 15,221.98	\$ 5,515,221.98					

Ongoing PBC Projects	Expiration Date	Cnt #	Central Platte NRD	North Platte NRD	South Platte NRD	Tri-Basin NRD	Twin Platte NRD	Total NRD	DNR (NET Transfer)	NRD/NET total	NET %	DNR General Fund	Invoices Paid	NeDNR Amount Paid	Project Status	Drn remaining	Meeting Motion Ref.
CPNRD:Recharge Pits / Detention Ponds		no contract # yet	\$ 426,314.69	\$ -	\$ -	\$ -	\$ -	\$ 426,314.69	\$ 639,472.04	\$ 1,065,786.73	60%	\$ -		\$ -	\$ 639,472.04	\$ 639,472.04	
CPNRD Easement Packages	3/12/9999	1119	\$ 180,885.31	\$ -	\$ -	\$ -	\$ -	\$ 180,885.31	\$ 271,327.97			\$ -		\$ 271,327.97	\$ 534,780.00	\$ -	
NPNRD Schanemann Recharge Project	9/24/999	no # yet		\$ 49,876.10				\$ 49,876.10	\$ 74,814.15	\$ 124,690.25	60%				\$ -		
NPNRD Per/Temp Retirement Project (2019-2026)	9/30/999	no # yet		\$ 11,723.90				\$ 11,723.90	\$ 17,585.85	\$ 29,309.75	60%			\$ -	\$ 29,309.75	\$ 29,309.75	
TPNRD: N-CORPE	7/3/2020	778	\$ -	\$ -	\$ -	\$ -	\$ 976,673.06	\$ 976,673.06	\$ 1,465,009.59	\$ 2,441,682.65	60%	\$ -		\$ 1,465,009.59	\$ 4,982,616.24	\$ -	
TPNRD: N-CORPE (Part #2)	09/24/999	no # yet	\$ -	\$ -	\$ -	\$ -	\$ 249,526.94	\$ 249,526.94	\$ 374,290.41	\$ 623,817.35	60%	\$ -		\$ -	\$ 374,290.41	\$ 374,290.41	
TPNRD Western ID MOA	4/23/2023	1010	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00	\$ 60,000.00	\$ 90,000.00	\$ 150,000.00	60%	\$ -		\$ -	\$ 90,000.00	\$ 90,000.00	
TPNRD Platte Valley ID MOA	5/1/2023	1011	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 50,000.00	60%	\$ -		\$ -	\$ 30,000.00	\$ 30,000.00	
TPNRD Suburban ID MOA	5/1/2023	1012	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 50,000.00	60%	\$ -		\$ -	\$ 30,000.00	\$ 30,000.00	
TPNRD Keith-Lincoln	5/1/2023	1013	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 50,000.00	60%	\$ -		\$ -	\$ 30,000.00	\$ 30,000.00	
TPNRD Paxton-Hershey	5/1/2023	1014	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 50,000.00	60%	\$ -		\$ -	\$ 30,000.00	\$ 30,000.00	
TBNRD/CNPPID - Rainwater Basin Joint Venture	12/31/2020	1021	\$ -	\$ -	\$ -	\$ 109,488.79	\$ -	\$ 109,488.79	\$ 155,100.00	\$ 264,588.79	59%	\$ 9,133.19		\$ 781,065.01	\$ 244,356.27	\$ 244,356.27	
SPNRD Western ID Recharge Pit Construction and Rehab	6/30/2019	1076	\$ -	\$ -	\$ 21,099.77	\$ -	\$ -	\$ 21,099.77	\$ 31,649.66	\$ 52,749.43	60%	\$ -		\$ -	\$ 108,000.00	\$ 108,000.00	
Reimbursement request 5/1/2019																	Reimbursement not paid out yet.
Total Obligated			\$ 607,200.00	\$ 61,600.00	\$ 21,099.77	\$ 109,488.79	\$ 1,366,200.00	\$ 2,165,588.56	\$ 3,239,249.66	\$ 4,952,624.94				\$ 1,736,337.56	\$ 7,122,824.71		
Remaining to obligate			\$ -	\$ -	\$ 40,500.23	\$ -	\$ -	\$ 40,500.23	\$ 69,883.53	\$ 562,597.04							
Remaining Total year 7 to obligate			\$ -	\$ -	\$ 40,500.23	\$ -	\$ -	\$ 40,500.23	\$ 69,883.53	\$ 562,597.04							

Attachment D  
PBC Minutes  
December 11, 2019

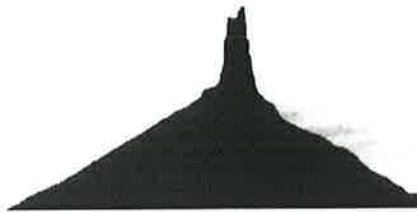
			27.6%	2.8%	2.8%	4.7%	62.1%					DNR/NRD WRCF General Fund	Total by Year
PBC Budget Summary			Central Platte NRD	North Platte NRD	South Platte NRD	Tri-Basin NRD	Twin Platte NRD	Total NRD	DNR (NET Transfer)	NRD / NET total Budget	DNR General funds		
Budget Year 8			\$ 480,533.33	\$ 348,266.67	\$ 348,266.67	\$ 358,400.00	\$ 664,533.33	\$ 2,200,000.00	\$ 3,300,000.00	\$ 5,500,000.00		\$ -	\$ 5,500,000.00
Total 8-Year Budget NRD Match to NET Funds			\$ 480,533.33	\$ 348,266.67	\$ 348,266.67	\$ 358,400.00	\$ 664,533.33	\$ 2,200,000.00					
Total 8-Year Budget NRD Match to WRCF General Funds			\$ -	\$ -	\$ -	\$ -	\$ -						
Total 8 Budget Combined			\$ 480,533.33	\$ 348,266.67	\$ 348,266.67	\$ 358,400.00	\$ 664,533.33	\$ 2,200,000.00					
NeDNR 60% Match w/ NET Funds			\$ 720,800.00	\$ 522,400.01	\$ 522,400.01	\$ 537,600.00	\$ 996,800.00	\$ 3,300,000.00	\$ 3,300,000.00				
NeDNR 60% Match w/ WRCF General funds			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
NeDNR 60% Match Combined			\$ 720,800.00	\$ 522,400.01	\$ 522,400.01	\$ 537,600.00	\$ 996,800.00	\$ 3,300,000.00	\$ 3,300,000.00				
Budget Year 8 Combined			\$ 1,201,333.33	\$ 870,666.68	\$ 870,666.68	\$ 896,000.00	\$ 1,661,333.33	\$ 2,200,000.00	\$ 3,300,000.00	\$ 5,500,000.00			

Ongoing PBC Projects	Expiration Date	Cnt #	Central Platte NRD	North Platte NRD	South Platte NRD	Tri-Basin NRD	Twin Platte NRD	Total NRD	DNR (NET Transfer)	NRD/DNR total	NET %	DNR General Fund	Invoices Paid	Total by Project by DNR	DNR remaining PER Contract
CPNRD-Recharge Pits / Detention Ponds	9/24/9999	no # yet	30351.98	\$ -	\$ -	\$ -	\$ -	\$ 30,351.98	\$ 45,527.97	\$ 75,879.95	60%	\$ -	\$ -	\$ 685,000.01	\$ 685,000.01
NPNRD Per/Temp Retirement Project (2019-2026)	9/30/9999	no # yet		\$ 348,266.67				\$ 348,266.67	\$ 522,400.01	\$ 870,666.68	60%			\$ 539,985.86	\$ 539,985.86
TBNRD/CNPPID - Rainwater Basin Joint Venture	9/24/9999	1021(?)				\$ 22,400.00		\$ 22,400.00	\$ 33,599.99	\$ 55,999.99	60%			\$ 814,665.00	
TBNRD - RWBJV - High Flow Diversions (Excess Flow Recharge)	9/24/9999	no # yet				\$ 26,000.00		\$ 26,000.00	\$ 39,000.00	\$ 65,000.00					
TPNRD - N CORPE	9/24/9999	No # yet					\$ 664,533.33	\$ 664,533.33	\$ 996,800.00	\$ 1,661,333.33	60%		\$ -	\$ 996,800.00	\$ 996,800.00
Total Obligated			\$ 30,351.98	\$ 348,266.67	\$ -	\$ 48,400.00	\$ 664,533.33	\$ 1,091,551.98	\$ 1,637,327.96	\$ 2,728,879.94				\$ 3,036,450.86	\$ 2,221,785.86
Remaining to obligate for year 8			\$ 450,181.35	\$ -	\$ 348,266.67	\$ 310,000.00	\$ -	\$ 1,108,448.02	\$ 1,662,672.04	\$ 2,771,120.06					
Remaining to obligate total 7 & 8			\$ 450,181.35	\$ -	\$ 388,766.90	\$ 310,000.00	\$ -	\$ 1,148,948.25	\$ 1,732,555.56						

This contract is still being worked on the be split out between perm/tem

December 2018 PBC meeting





# NORTH PLATTE

## Natural Resources District

P.O. Box 280 Scottsbluff, NE 69363-0280 Phone: 308-632-2749 Fax: 308-632-4346

To: PBC Administrators  
From: John Berge, General Manager NPNRD  
Subject: PBC funds  
Date: October 1, 2019

To meet the stated goals and obligations of the North Platte Natural Resources District's (the District) Integrated Management Plan (IMP), the Board of Directors has committed to use funds to **permanently** retire certified irrigated acres to attain consumptive use credit towards its depletion offset requirements.

These contracts have been previously reviewed by DNR staff and we request PBC funds in the amount of **\$136,166.40** to reimburse 60% (\$226,944.00 total paid) of the payments made on these contracts from July 2018 through the end of the FY 2021. A synopsis of the payments that have been and will be made during that time period are listed in Attachment 2.

We also request PBC funds in the amount of **\$45,583.20** to complete a 60% reimbursement (\$75,972.00 total to be paid) for our obligations under these contracts from FY 2022 through FY 2023. A breakdown per FY is as follows:

NPNRD Payment x 60% = PBC Fund eligible reimbursement

FY 2019 -	\$125,648.00	x 60%	=	\$ 75,388.80
FY 2020 -	\$50,648.00	x 60%	=	\$ 30,388.80
FY 2021 -	\$50,648.00	x 60%	=	\$ 30,388.80
FY 2022 -	\$50,648.00	x 60%	=	\$ 30,388.80
FY 2023 -	\$25,324.00	x 60%	=	\$ 15,194.40

Total            \$302,916.00 x 60% = \$ 181,749.60

Please review and consider at the October 2, 2019 meeting.

**ATTACHMENT 2  
(1 pages)**

**Payments by Agreement**

**CCPN Lapaseotes, LTD**

<b>Payment Amount</b>	<b>Date of Past Payments</b>	<b>Date of Future Payments</b>
\$25,324.00	11/09/2018	
\$25,324.00	04/12/2019	
\$25,324.00		November 2019
\$25,324.00		April 2020
\$25,324.00		November 2020
\$25,324.00		April 2021
<i>Total to date: \$151,944.00</i>		
\$25,324.00		November 2021
\$25,324.00		April 2022
\$25,324.00		November 2022
<b>\$227,916.00</b>	<b>Total</b>	

**Contract ends Nov 2022**

**Marvin & Carol Ziegler**

<b>Payment Amount</b>	<b>Date of Past Payments</b>	<b>Date of Future Payments</b>
\$75,000.00	05/09/2019	
<b>\$75,000.00</b>	<b>Total</b>	

**Contract has ended**

**Payments by FY and Month**

**2019 FY PAYMENTS (7/1/2018 – 6/30/2019)**

<b>Landowner</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
Lapaseotes					\$25,324.00	
<b>Totals</b>					<b>\$25,324.00</b>	

<b>Landowner</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
Lapaseotes				\$25,324.00		
Ziegler					\$75,000.00	
<b>Totals</b>				<b>\$25,324.00</b>	<b>\$75,000.00</b>	

**2020 FY PAYMENTS (7/1/2019 – 6/30/2020)**

<b>Landowner</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
Lapaseotes					\$25,324.00	
<b>Totals</b>					<b>\$25,324.00</b>	

<b>Landowner</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
Lapaseotes				\$25,324.00		
<b>Totals</b>				<b>\$25,324.00</b>		

**2021 FY PAYMENTS (7/1/2020 – 6/30/2021)**

<b>Landowner</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
Lapaseotes					\$25,324.00	
<b>Totals</b>					<b>\$25,324.00</b>	

<b>Landowner</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
Lapaseotes				\$25,324.00		
<b>Totals</b>				<b>\$25,324.00</b>		



**2022 FY PAYMENTS (7/1/2021 – 6/30/2022)**

<b>Landowner</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
<i>Lapaseotes</i>					<i>\$25,324.00</i>	
<b>Totals</b>					<i>\$25,324.00</i>	

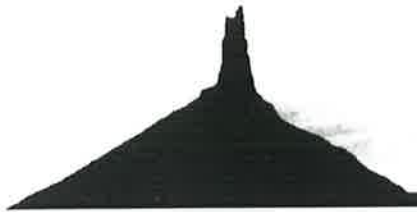
<b>Landowner</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
<i>Lapaseotes</i>				<i>\$25,324.00</i>		
<b>Totals</b>				<i>\$25,324.00</i>		

**2023 FY PAYMENTS (7/1/2022 – 6/30/2023)**

<b>Landowner</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
<i>Lapaseotes</i>					<i>\$25,324.00</i>	
<b>Totals</b>					<i>\$25,324.00</i>	

<b>Landowner</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
<i>Lapaseotes</i>						
<b>Totals</b>						

***Italicized amounts represent payments not yet made.***



# NORTH PLATTE

## Natural Resources District

P.O. Box 280 Scottsbluff, NE 69363-0280 Phone: 308-632-2749 Fax: 308-632-4346

To: PBC Administrators  
From: John Berge, General Manager NPNRD  
Subject: PBC funds  
Date: October 1, 2019

To meet the stated goals and obligations of the North Platte Natural Resources District's (the District) Integrated Management Plan (IMP), the Board of Directors has committed to use funds to **temporarily lease** certified irrigated acres to attain consumptive use credit towards its depletion offset requirements.

These contracts have been previously reviewed by DNR staff and we request PBC funds in the amount of **\$206,113.50** to reimburse 60% (\$343,522.50 total paid) of the payments made on these contracts from July 2018 through the end of the FY 2021. A synopsis of the payments that have been and will be made during that time period are listed in Attachment 2.

We also request PBC funds in the amount of **\$195,353.55** to complete a 60% reimbursement (\$325,589.25 total to be paid) for our obligations under these contracts from FY 2022 through FY 2026. A breakdown per FY is as follows:

NPNRD Payment x 60% = PBC Fund eligible reimbursement

FY 2019 -	\$121,485.00	x 60%	=	\$ 72,891.00
FY 2020 -	\$121,485.00	x 60%	=	\$ 72,891.00
FY 2021 -	\$100,552.50	x 60%	=	\$ 60,331.50
FY 2022 -	\$ 92,115.00	x 60%	=	\$ 55,269.00
FY 2023 -	\$ 76,905.50	x 60%	=	\$ 46,143.30
FY 2024 -	\$ 67,981.75	x 60%	=	\$ 40,789.05
FY 2025 -	\$ 59,058.00	x 60%	=	\$ 35,434.80
FY 2026 -	\$ 29,529.00	x 60%	=	\$ 17,717.40

Total            \$669,111.75 x 60% = \$ 401,467.05

Please review and consider at the October 2, 2019 meeting.

**ATTACHMENT 2**  
**(3 pages)**

**Payments by Agreement**

**Orvin & Carol Lake, Barbara & Devin Empfield, Allen & Andrea Lake**

Payment Amount	Date of Past Payments	Date of Future Payments
\$6,247.50	07/13/2018	
\$6,247.50	01/10/2019	
\$6,247.50	07/11/2019	
\$6,247.50		January 2020
<b>\$24,990.00</b>	<b>Total</b>	

**Contract ends January 2020**

**Darlene Meyers, Darlene & Scott Miller, Walter & Evalou Strauch**

Payment Amount	Date of Past Payments	Date of Future Payments
\$8,437.50	09/13/2018	
\$8,437.50	04/12/2019	
\$8,437.50		September 2019
\$8,437.50		April 2020
<i>Total to date: 33,750.00</i>		
\$8,437.50		September 2020
<b>\$42,187.50</b>	<b>Total</b>	

**Contract ends Sept 2020**

**Doris L. Rush, Trustee of the Doris L. Rush Living Trust**

Payment Amount	Date of Past Payments	Date of Future Payments
\$8,923.75	09/13/2018	
\$8,923.75	05/22/2019 (Renewal Contract)	
\$8,923.75		September 2019
\$8,923.75		May 2020
\$8,923.75		September 2020
\$8,923.75		May 2021
<i>Total to date: \$53,542.50</i>		
\$8,923.75		September 2021
\$8,923.75		May 2022
\$8,923.75		September 2022
\$8,923.75		May 2023
\$8,923.75		September 2023
<b>\$98,161.25</b>	<b>Total</b>	

**Contract ends March 2024**

NeDNR Cnt# \_\_\_\_\_

**Beth Everett & Nathan Clark**

<b>Payment Amount</b>	<b>Date of Past Payments</b>	<b>Date of Future Payments</b>
\$29,529.00	10/12/2018	
\$29,529.00	04/12/2019	
\$29,529.00		October 2019
\$29,529.00		April 2020
\$29,529.00		October 2020
\$29,529.00		April 2021
<i>Total to date: \$177,174.00</i>		
\$29,529.00		October 2021
\$29,529.00		April 2022
\$29,529.00		October 2022
\$29,529.00		April 2023
\$29,529.00		October 2023
\$29,529.00		April 2024
\$29,529.00		October 2024
\$29,529.00		April 2025
\$29,529.00		October 2025
<b>\$442,935.00</b>	<b>Total</b>	

**Contract ends March 2026**

**Conrad Steven Schaneman**

<b>Payment Amount</b>	<b>Date of Past Payments</b>	<b>Date of Future Payments</b>
\$4,894.50	07/13/2018	
\$4,894.50	07/11/2019	
\$4,894.50		July 2020
<i>Total to date: \$14,683.50</i>		
\$4,894.50		July 2021
<b>\$19,578.00</b>	<b>Total</b>	

**Contract ends June 2022**

**LRK Farms, Inc.**

<b>Payment Amount</b>	<b>Date of Past Payments</b>	<b>Date of Future Payments</b>
\$10,315.00	07/13/2018	
\$10,315.00	07/11/2019	
\$10,315.00		July 2020
<i>Total to date: \$30,945.00</i>		
\$10,315.00		July 2021
<b>\$41,260.00</b>	<b>Total</b>	

**Contract ends June 2022**

**Payments by FY and Month**

**2019 F Y PAYMENTS (7/1/2018 – 6/30/2019)**

<b>Landowner</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
Lake	\$6247.50					
Meyers			\$8,437.50			
Rush			\$8,923.75			
Everett				\$29,529.00		
Schaneman	\$4,894.50					
LRK	\$10,315.00					
<b>Totals</b>	<b>\$21,457.00</b>		<b>\$17,361.25</b>	<b>\$29,529.00</b>		

<b>Landowner</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
Lake	\$6,247.50					
Meyers				\$8,437.50		
Rush					\$8,923.75	
Everett				\$29,529.00		
<b>Totals</b>	<b>\$6247.50</b>			<b>\$37,966.50</b>	<b>\$8,923.75</b>	

**2020 F Y PAYMENTS (7/1/2019 – 6/30/2020)**

<b>Landowner</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
Lake	\$6,247.50					
Meyers			\$8,437.50			
Rush			\$8,923.75			
<i>Everett</i>				\$29,529.00		
Schaneman	\$4,894.50					
LRK	\$10,315.00					
<b>Totals</b>	<b>\$21,457.00</b>		<b>\$17,361.25</b>	<b>\$29,529.00</b>		

<b>Landowner</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
<i>Lake</i>	<i>\$6247.50</i>					
<i>Meyers</i>				\$8,437.50		
<i>Rush</i>					\$8,923.75	
<i>Everett</i>				\$29,529.00		
<b>Totals</b>	<b>\$6247.50</b>			<b>\$37,966.50</b>	<b>\$8,923.75</b>	

**2021 FY PAYMENTS (7/1/2020 – 6/30/2021)**

<b>Landowner</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
<i>Meyers</i>			\$8,437.50			
<i>Rush</i>			\$8,923.75			
<i>Everett</i>				\$29,529.00		
<i>Schaneman</i>	\$4,894.50					
<i>LRK</i>	\$10,315.00					
<b>Totals</b>	<b>\$15,209.50</b>		<b>\$17,361.25</b>	<b>\$29,529.00</b>		

<b>Landowner</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
<i>Rush</i>					\$8,923.75	
<i>Everett</i>				\$29,529.00		
<b>Totals</b>				<b>\$29,529.00</b>	<b>\$8,923.75</b>	

**2022 FY PAYMENTS (7/1/2021 – 6/30/2022)**

<b>Landowner</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
<i>Rush</i>			\$8,923.75			
<i>Everett</i>				\$29,529.00		
<i>Schaneman</i>	\$4,894.50					
<i>LRK</i>	\$10,315.00					
<b>Totals</b>	<b>\$15,209.50</b>		<b>\$8,923.75</b>	<b>\$29,529.00</b>		

<b>Landowner</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
<i>Rush</i>					\$8,923.75	
<i>Everett</i>				\$29,529.00		
<b>Totals</b>				<b>\$29,529.00</b>	<b>\$8,923.75</b>	

NeDNR Cnt# \_\_\_\_\_

**2023 FY PAYMENTS (7/1/2022 – 6/30/2023)**

<b>Landowner</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
<i>Rush</i>			\$8,923.75			
<i>Everett</i>				\$29,529.00		
<b>Totals</b>			<b>\$8,923.75</b>	<b>\$29,529.00</b>		

<b>Landowner</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
<i>Rush</i>					\$8,923.75	
<i>Everett</i>				\$29,529.00		
<b>Totals</b>				<b>\$29,529.00</b>	<b>\$8,923.75</b>	

**2024 FY PAYMENTS (7/1/2023 – 6/30/2024)**

<b>Landowner</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
<i>Rush</i>			\$8,923.75			
<i>Everett</i>				\$29,529.00		
<b>Totals</b>			<b>\$8,923.75</b>	<b>\$29,529.00</b>		

<b>Landowner</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
<i>Everett</i>				\$29,529.00		
<b>Totals</b>				<b>\$29,529.00</b>		

**2025 FY PAYMENTS (7/1/2024 – 6/30/2025)**

<b>Landowner</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
<i>Everett</i>				\$29,529.00		
<b>Totals</b>				<b>\$29,529.00</b>		

<b>Landowner</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
<i>Everett</i>				\$29,529.00		
<b>Totals</b>				<b>\$29,529.00</b>		

NeDNR Cnt# \_\_\_\_\_

**2026 FY PAYMENTS (7/1/2025 – 6/30/2026)**


<b>Landowner</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
<i>Everett</i>				<i>\$29,529.00</i>		
<b>Totals</b>				<i>\$29,529.00</i>		

***Italicized* amounts represent payments not yet made.**



# NORTH PLATTE

## Natural Resources District



Chimney Rock  
on the Oregon Trail

P.O. Box 280 • 100547 Airport Rd. • Scottsbluff, NE 69363-0280 • Phone: 308 632-2749 • Fax: 308 632-4346

To: PBC Administrators  
From: John Berge, North Platte Natural Resources District  
Date: October 1, 2019  
Subject: Intention to Request Reimbursement for Excess Flows Diversions in the North Platte NRD

Per a request from Jennifer Schellpeper, I am providing information pertaining to excess flows diversions in the North Platte Natural Resources District (NPNRD) and expressing our intent to seek 60% reimbursement from the Water Resources Cash Fund (WRCF) for payments we will make to our surface water partners. The information below is based on maximum diversions, and is likely approximated high by comparison to what we will actually seek.

IRRIGATION DISTRICT/CANAL COMPANY	MAXIMUM CFS	END IRRIGATION/BEGIN RECHARGE	APPROVED/EFFECTIVE DATE
CASTLE ROCK	88	9/12/19	9/13/19
WINTERS CREEK	50	9/15/19	9/15/19
ENTERPRISE	40	9/16/19	9/16/19
CENTRAL	33	9/14/19	9/17/19
MITCHELL	100	9/15/19	9/20/19
GERING	75	9/20/19	9/20/19
CHIMNEY ROCK	60	9/20/19	9/20/19
BRIDGEPORT/BELMONT	100	9/20/19	9/20/19
FARMERS	500	9/20/19	TBD – unlikely
NORTHPORT	150	10/1/19	TBD - unlikely

As of this writing, all districts except for Farmers and Northport are diverting for excess flows. The maximum total amount diverted is 546 cfs. We are continuing to monitor the situation with regard to Farmers and Northport, and in the event that they are allowed to divert, this would add an additional 650 cfs to the total. We recognize that this is unlikely given the changes in target flows at Grand Island. There are two scenarios for reimbursement:

- 1) Maximum Diversions apart from Farmers and Northport: 546 cfs x \$150 per cfs = \$81,900  
NPNRD Request for Reimbursement 60% of \$81,900 = \$49,140
- 2) Maximum Diversions including Farmers and Northport: 1196 cfs x \$150 per cfs = \$179,400  
NPNRD Request for Reimbursement 60% of \$179,400 = 107,640

I have also attached a draft contract for reimbursement for your review.

Please consider at your October 2, 2019 PBC Meeting.

**CONTRACT BETWEEN**  
**THE STATE OF NEBRASKA DEPARTMENT OF NATURAL RESOURCES**  
**AND**  
**NORTH PLATTE NATURAL RESOURCES DISTRICT**  
**For the Excess Flows/Groundwater Recharge Project**

---

This Agreement is entered into as of the effective date by the North Platte Natural Resources District (NPNRD) and the State of Nebraska, Department of Natural Resources (NeDNR).

WITNESSETH:

WHEREAS, the NPNRD is a political subdivision of the State of Nebraska and is authorized by the laws of the State of Nebraska, including but not limited to *Neb. Rev. Stat. §2-3233*, to acquire and dispose of water rights and regulate ground water within management areas; and

WHEREAS, the NeDNR, the NPNRD and other local and state agencies are Parties to the Platte Basin Water Project Coalition Interlocal Cooperation Agreement (PBC) in order to more efficiently use their funds and powers to meet the terms of the NPNRD and NeDNR joint Integrated Management Plan (IMP); and

WHEREAS, the project is intended to offset depletions to the North Platte River; and

WHEREAS, the PBC administrators approved participation in the Excess Flows/Groundwater Recharge ("Project") as shown on Attachment A;

WHEREAS, NeDNR and NPNRD have an interest in the long-term success of this Project for the purpose of meeting the goals and objectives of the NPNRD Integrated Management Plan (IMP); and

WHEREAS, NeDNR agrees to reimburse NPNRD for portions of Project costs that were incurred after September 12, 2019, and prior to the effective date of this agreement and for costs incurred through the end of the Project; and

WHEREAS, a portion of funding for this Project will come from the Water Resources Cash Fund (WRCF) which may be used to aid management actions taken to reduce consumptive uses of water or to enhance stream flows or ground water recharge in river basins.

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

**SECTION 1. TERM OF AGREEMENT**

This Agreement shall become effective on \_\_\_\_\_ and shall remain in effect until (1) the Project is discontinued on or before May 15, 2022, or (2) this Agreement is terminated by either Party upon thirty days' written notice to the other Party.

**SECTION 2. PROJECT OWNERSHIP & OPERATIONS**

The Excess Flows/Groundwater Recharge Project is developed, managed, and operated by the NPNRD, in accordance with all permits issued by NeDNR. An excess flows agreement and task order used by NPNRD pursuant to NeDNR excess flow permits issued to participating irrigation districts and canal companies are attached to this Agreement as Attachment B.

**SECTION 3. DATA AND STREAMFLOW CALCULATIONS**

(a) The NPNRD agrees that NeDNR, which has provided necessary funding for the development of this Project, has an interest in the Project. More specifically, all data generated as part of this Project will be shared between NPNRD and NeDNR annually as part of the annual review and reporting process specified in the IMP, or more frequently as needed for collaboration between the NPNRD and NeDNR. Further, as described in the IMP between NeDNR and NPNRD, in determining the amount of accretions to the stream, NPNRD and NeDNR will agree on the best available data, tools, and methods to utilize for calculating these accretions. These calculations will determine the timing and location of streamflow changes due to the development of this Project. Accretions to streamflow will be for the benefit of both the NPNRD and NeDNR in meeting the terms of the IMP.

**SECTION 4. PROJECT COSTS AND INTEREST OF THE WRCF**

- (a) Of the total project costs, the contributions for reimbursement from the WRCF will not exceed 60%; more specifically, the project costs will be split as follows:
1. WRCF – 60%
  2. NPNRD – 40% plus any unreimbursed costs
- (b) Total project costs include payments made to each irrigation district or canal company participating in the Project, which have been calculating according to the terms of the excess flow agreement (Attachment B). The table below shows a breakdown of the estimated costs and the split between the WRCF and NPNRD.

<b>Project Component</b>	<b>WRCF</b>	<b>NPNRD</b>	<b>Total</b>
Estimated Excess flows payments	\$107,640.00	\$71,760.00	\$179,400.00

(c) Upon termination pursuant to Section 1, all Project benefits will be assigned to the depletion offset requirements of the IMP. For that purpose, assigned benefits will survive the termination of this agreement.

## **SECTION 5. PAYMENT AND BILLING**

- (a) The NPNRD shall submit invoices to Jennifer Schellpeper, Department Representative on the PBC (or any successor entity), Nebraska Department of Natural Resources, P.O. Box 94676, Lincoln, NE 68509-4676. Invoices shall include the NeDNR contract number and set forth each cost separately with enough detail to understand its purpose and price. Invoices for reimbursable costs must be accompanied by a copy of the original invoice to NPNRD and copies of cancelled checks or comparable evidence of payment and must follow NeDNR procedures for reimbursement. Payment shall be made within ninety (90) days of receipt of invoices.
- (b) Upon termination pursuant to Section 1, NPNRD, for up to ninety (90) days thereafter, upon proper presentation of invoices and cancelled checks within such ninety (90) days, may be reimbursed for its costs prior to termination if NeDNR has funds available in the WRCF for such purpose.

## **SECTION 6. PROJECT ACCOUNTING**

- (a) The NPNRD will provide NeDNR with annual accounting spreadsheets by September 1 of each year that include project monies contributed by all Parties, and where those dollars are spent.
- (b) NPNRD shall maintain records adequate to document its expenditures. Such files shall be available for inspection by personnel of NeDNR and by representatives of the State Auditor's office during normal business hours of the NPNRD. In the event that the NeDNR Director becomes aware of a violation of the contract between the NPNRD and NeDNR, the NeDNR shall provide NPNRD with notice of such violation(s) and if NPNRD does not cure such violation(s) within seven (7) days of said notice, the Director may terminate the contract and/or demand reimbursement of any state funds related to such violation. In accordance with the statutory constraints of the WRCF, no dollars may be spent on administrative costs or salaries by NPNRD.

## **SECTION 7. GENERAL PROVISIONS**

- (a) Amendments. Either Party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by and between the Parties to this Agreement shall be incorporated by written instrument, executed and signed by both Parties to this Agreement.
- (b) Availability of Funds. Each payment obligation of NeDNR is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the Project, the Agreement may be terminated. NeDNR shall notify NPNRD within thirty (30) days when a shortage of funds is anticipated. No penalty shall accrue to either Party if this provision is exercised, and neither Party shall be obligated or liable for any future payments due or for any damages as a result of

termination under this section, except that both Parties will be responsible for any costs accrued prior to such notice, following the schedule described in Section 4.

- (c) Indemnification. Neither the NeDNR nor the State of Nebraska shall be liable for any damage or compensation payable with respect to or in consequence of any accident or injury to any workman or other person in the employment of NPNRD that would be covered by Worker's Compensation insurance, liability insurance, or otherwise, save and except an accident or injury resulting from a negligent or wrongful act or omission, or intentional act of the NeDNR. The NPNRD shall indemnify, defend, and hold harmless the NeDNR and the State of Nebraska against all such damages, compensation, and against all claims, proceedings, costs, charges, attorney's fees, and expenses whatsoever, except those arising out of an accident or injury resulting from a negligent or wrongful act or omission, or intentional act of the NeDNR.
- (d) Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third Party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The Parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- (e) Assignment. Neither Party to this Agreement may assign or transfer any rights or obligation under this Agreement without prior written approval of the other Party.
- (f) Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.
- (g) Severability/Waiver. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect. One or more waivers by either Party of any provision, term, condition, or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.
- (h) Dispute Resolution. The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to this Agreement, or to a material breach, including its interpretation, performance, or termination. The Parties shall without delay continue to perform their respective obligations under this Agreement which are not affected by the dispute. Any Party may invoke the dispute resolution process set forth in this paragraph by giving the other Party written notice of its intent to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Each Party shall designate, within five (5) working days of the notice a representative who shall attempt to resolve the dispute. If the designated representative cannot resolve the dispute within 30 days of the notice, the Parties may resort to any remedy available under law.

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

**SECTION 8. PROJECT CONTACTS**

The NPNRD’s Project Contact for this Agreement is:

John Berge  
100547 Airport Rd.  
P.O. Box 280  
Scottsbluff, NE 69363-0280  
Telephone: (308) 632-2749  
Email: JBerge@nprnd.org

The NeDNR’s Project Contact for this Agreement is:

Jennifer J. Schellpeper  
301 Centennial Mall South  
Lincoln, Nebraska 68509-4676  
Telephone: (402) 471-2899  
Email: jennifer.schellpeper@nebraska.gov

All correspondence, other communication and notice will be provided by and to Project Contacts.

**SECTION 9. SIGNATURES**

In witness whereof, the Parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The Effective Date of this Agreement shall be the date of last signature below.

**NORTH PLATTE NATURAL RESOURCES DISTRICT**

\_\_\_\_\_  
John Berge, General Manager

\_\_\_\_\_  
Date

**STATE OF NEBRASKA, DEPARTMENT OF NATURAL RESOURCES**

\_\_\_\_\_  
Gordon W. Fassett, P.E., Director

\_\_\_\_\_  
Date

ATTACHMENT A

PBC Meeting Minutes

**ATTACHMENT B**

Excess flows agreements and task orders used for all agreements



DATE: December 11, 2019  
TO: PBC Administrators: CPNRD, NPNRD, SPNRD, TBNRD, TPNRD, & NeDNR  
FROM: Shelly Meyer, Federal Aid Administrator II, NeDNR  
SUBJECT: NET Grant Obligations for 18-107 and Application for years 21, 22 & 23

---

We are currently coming to the fiscal year end and grant end for 18-107 years 7-9 on June 30<sup>th</sup>, 2020. We will be requesting transfer of the remaining grant money in April for grant year 9. At that time, we would like all remaining PBC dedicated funds to be obligated. This will assist in our quarterly report to the Nebraska Environmental Trust Foundation at which time we will also want to begin the process of requesting an extension to spend the NET funds.

In August, we will be applying for the next 3-year grant for years 10-12 and will be requesting NRD support letters as we have in years past. Please keep this future application in mind as you are looking at future obligations with the new funds.

The NRD unobligated funds for grant 18-107:

Central Platte NRD	=	\$930,714.68
North Platte NRD	=	\$319,466.14
South Platte NRD	=	\$719,033.57
Tri Basin NRD	=	\$646,006.67

If you have current projects that you will be proposing that have not been presented to or approved by PBC they may not be included on the Spreadsheet or in the totals. Please review the spreadsheets and make sure they project listed, dollars committed and remaining funds are consistent with your records.

**PBC Operations Budget** *Liability Insurance*  
**PBC Funding Summary Updated 4/29/19**

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
Budget Year 2	\$ 535.85	\$ 535.85	\$ 535.85	\$ 535.85	\$ 535.85	\$ 535.85	\$ 3,215.10
Budget Year 3	\$ 561.15	\$ 561.15	\$ 561.15	\$ 561.15	\$ 561.15	\$ 561.15	\$ 3,366.90
<b>Total 3 Year Budget</b>	<b>\$ 1,600.33</b>	<b>\$ 1,600.33</b>	<b>\$ 1,600.33</b>	<b>\$ 1,600.33</b>	<b>\$ 1,600.34</b>	<b>\$ 1,600.34</b>	<b>\$ 9,602.00</b>

Paid 5/23/13 <http://nednriwip.stone.ne.gov/Scans/ScanSe arch/PrepEditDisplay.aspx?ScanID=1395820>

Paid 3/7/14 <http://nednriwip.stone.ne.gov/Scans/ScanSe arch/PrepEditDisplay.aspx?ScanID=1474223>

paid 3/17/15 <http://nednriwip.stone.ne.gov/Scans/ScanSe arch/PrepEditDisplay.aspx?ScanID=1541781>

PBC Budget Summary	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NDNR	Total by Year
Budget Year 4	\$ 578.33	\$ 578.33	\$ 578.33	\$ 578.33	\$ 578.33	\$ 578.35	\$ 3,470.00
Budget Year 5	\$ 591.00	\$ 591.00	\$ 591.00	\$ 591.00	\$ 591.00	\$ 591.00	\$ 3,546.00
Budget Year 6	\$ 582.33	\$ 582.33	\$ 582.33	\$ 582.33	\$ 582.33	\$ 582.33	\$ 3,494.00
<b>Total 3 Year Budget</b>	<b>\$1,751.66</b>	<b>\$1,751.66</b>	<b>\$1,751.66</b>	<b>\$1,751.66</b>	<b>\$1,751.66</b>	<b>\$1,751.68</b>	<b>\$10,510.00</b>

Paid 3/8/16 <http://nednriwip.stone.ne.gov/Scans/ScanSe arch/PrepEditDisplay.aspx?ScanID=1619615>

Paid 3/17/17 <http://nednriwip.stone.ne.gov/Scans/ScanSe arch/PrepEditDisplay.aspx?ScanID=1690956>

Paid

PBC Budget Summary	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NDNR	Total by Year
Budget Year 7 (July 2018-June 2019)	\$ 604.33	\$ 604.33	\$ 604.33	\$ 604.33	\$ 604.33	\$ 604.35	\$ 3,626.00
Budget Year 8							\$ -
Budget Year 9							\$ -
<b>Total 3 Year Budget</b>	<b>\$604.33</b>	<b>\$604.33</b>	<b>\$604.33</b>	<b>\$604.33</b>	<b>\$604.33</b>	<b>\$604.35</b>	<b>\$3,626.00</b>

came in by email from Rod Horn, January 23, 2019  
For April Meet 604.3333333

**PBC Study Budget**  
Updated 11/26/2019

BUDGET	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total
TFG WWUM Total		\$ 49,020.00	\$ 49,020.00			\$ 98,040.00	\$ 98,040.00	\$ 196,080.00
TFG COHYST Total	\$ 34,179.17			\$ 34,179.17	\$ 34,179.17	\$ 102,537.50	\$ 102,537.50	\$ 205,075.00
Preliminary Basin Analysis Flatwater							\$ 34,745.00	\$ 34,745.00
By Model Area Total*	\$ 34,179.17	\$ 49,020.00	\$ 49,020.00	\$ 34,179.17	\$ 34,179.17	\$ 200,577.50	\$ 235,322.50	\$ 435,900.00

Budget	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total
Preliminary Basin Analysis Flatwater							\$ 34,745.00	\$ 34,745.00
Invoice #17-2188							\$ 34,745.00	\$ 34,745.00
Total							\$ 34,745.00	\$ 34,745.00
Remaining totals by Contributor							\$ -	\$ -

Approved 12/4/2017      Paid 12/22/2017      <http://nednr.wip.stone.ne.gov/Scans/ScanSearch/Pr>

Budget	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total
Robust Review Work - COHYST	\$ 35,216.07	\$ -	\$ -	\$ 35,216.07	\$ 35,216.07	\$ 98,040.00	\$ 98,040.00	\$ 196,080.00
Invoice #17-2036	\$ 622.92	\$ -	\$ -	\$ 622.92	\$ 622.92	\$ 1,868.75	\$ 1,868.75	\$ 3,737.50
Invoice #17-2038	\$ 865.00	\$ -	\$ -	\$ 865.00	\$ 865.00	\$ 2,595.00	\$ 2,595.00	\$ 5,190.00
Invoice #17-2075	\$ 1,168.75	\$ -	\$ -	\$ 1,168.75	\$ 1,168.75	\$ 3,506.25	\$ 3,506.25	\$ 7,012.50
Invoice #17-2114	\$ 747.50	\$ -	\$ -	\$ 747.50	\$ 747.50	\$ 2,242.50	\$ 2,242.50	\$ 4,485.00
Invoice #17-2150	\$ 4,777.92	\$ -	\$ -	\$ 4,777.92	\$ 4,777.92	\$ 14,333.76	\$ 14,333.74	\$ 28,667.50
Invoice #17-2188	\$ 348.33	\$ -	\$ -	\$ 348.33	\$ 348.33	\$ 1,044.99	\$ 1,045.01	\$ 2,090.00
Invoice #17-2225	\$ 73.33	\$ -	\$ -	\$ 73.33	\$ 73.33	\$ 219.99	\$ 220.01	\$ 440.00
Invoice #18-2252	\$ 3,083.75	\$ -	\$ -	\$ 3,083.75	\$ 3,083.75	\$ 9,251.24	\$ 9,251.26	\$ 18,502.50
Invoice #18-2275	\$ 3,254.16	\$ -	\$ -	\$ 3,254.16	\$ 3,254.16	\$ 9,762.49	\$ 9,762.51	\$ 19,525.00
Invoice #18-2307	\$ 7,254.58	\$ -	\$ -	\$ 7,254.58	\$ 7,254.58	\$ 21,763.74	\$ 21,763.76	\$ 43,527.50
Invoice #18-2323	\$ 2,612.92	\$ -	\$ -	\$ 2,612.92	\$ 2,612.92	\$ 7,838.76	\$ 7,838.74	\$ 15,677.50
Invoice #18-2409	\$ 2,315.83	\$ -	\$ -	\$ 2,315.83	\$ 2,315.83	\$ 6,947.49	\$ 6,947.51	\$ 13,895.00
Invoice # 19-2452	\$ 554.17	\$ -	\$ -	\$ 554.17	\$ 554.17	\$ 1,662.51	\$ 1,662.49	\$ 3,325.00
Total	\$ 27,679.16	\$ -	\$ -	\$ 27,679.16	\$ 27,679.16	\$ 83,037.47	\$ 83,037.53	\$ 166,075.00
Remaining totals by Contributor	\$ 7,536.91	\$ -	\$ -	\$ 7,536.91	\$ 7,446.91	\$ 15,002.53	\$ 15,002.47	\$ 30,005.00

**Total Invoice combined**  
 \$ 10,993.58 Approved 06/05/2017 Paid 6/14/2017 <http://nednr.wip.stone.ne>  
 \$ 18,192.50 Approved 06/05/2017 Paid 6/14/2017 <http://nednr.wip.stone.ne>  
 \$ 19,698.75 Approved 06/05/2017 Paid 6/14/2017 <http://nednr.wip.stone.ne>  
 \$ 13,921.87 Approved 08/02/2017 Paid 8/11/2017 <http://nednr.wip.stone.ne>  
 \$ 36,082.50 Approved 10/2/2017 Paid 1/18/18 <http://nednr.wip.stone.ne>  
 \$ 43,242.50 Approved 12/4/2017 Paid 12/22/2017 <http://nednr.wip.stone.ne>  
 \$ 5,417.50 Approved 02/07/2018 Paid 3/19/18  
 \$ 28,540.00 Approved 4/3/18 Paid 5/2/18  
 \$ 22,990.00 Approved 6/5/2018 Paid 6/28/18  
 \$ 77,782.50 Approved 8/17 Paid 10/2/18  
 \$ 31,272.50 Approved 10/2/2018 Paid 11/29/18  
 \$ 28,792.50 Approved 4/30/2019 Paid 7/26/2019  
 \$ 3,325.00 Approved 10/2/2019 Paid 10/11/2019

Budget	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total
Robust Review Work - WWUM		\$ 47,464.65	\$ 47,464.65			\$ 102,537.50	\$ 102,537.50	\$ 205,075.00
Invoice #17-2036	\$ -	\$ 1,814.02	\$ 1,814.02	\$ -	\$ -	\$ 3,628.04	\$ 3,628.04	\$ 7,256.08
Invoice #17-2038	\$ -	\$ 3,250.63	\$ 3,250.63	\$ -	\$ -	\$ 6,501.26	\$ 6,501.24	\$ 13,002.50
Invoice #17-2075	\$ -	\$ 3,171.56	\$ 3,171.56	\$ -	\$ -	\$ 6,343.12	\$ 6,343.13	\$ 12,686.25
Invoice #17-2114	\$ -	\$ 5,839.69	\$ 5,839.69	\$ -	\$ -	\$ 11,679.38	\$ 11,679.37	\$ 23,358.75
Invoice #17-2119	\$ -	\$ 2,111.25	\$ 2,111.25	\$ -	\$ -	\$ 4,222.50	\$ 4,222.50	\$ 8,445.00
Invoice #17-2150	\$ -	\$ 1,853.75	\$ 1,853.75	\$ -	\$ -	\$ 3,707.50	\$ 3,707.50	\$ 7,415.00
Invoice #17-2188	\$ -	\$ 1,601.87	\$ 1,601.87	\$ -	\$ -	\$ 3,203.74	\$ 3,203.76	\$ 6,407.50
Invoice #17-2191	\$ -	\$ 1,467.50	\$ 1,467.50	\$ -	\$ -	\$ 2,935.00	\$ 2,935.00	\$ 5,870.00
Invoice #17-2225	\$ -	\$ 1,244.38	\$ 1,244.38	\$ -	\$ -	\$ 2,488.76	\$ 2,488.74	\$ 4,977.50
Invoice #18-2252	\$ -	\$ 2,509.38	\$ 2,509.38	\$ -	\$ -	\$ 5,018.76	\$ 5,018.74	\$ 10,037.50
Invoice #18-2275	\$ -	\$ 866.25	\$ 866.25	\$ -	\$ -	\$ 1,732.50	\$ 1,732.50	\$ 3,465.00
Invoice #18-2278	\$ -	\$ 722.50	\$ 722.50	\$ -	\$ -	\$ 1,445.00	\$ 1,445.00	\$ 2,890.00
Invoice #18-2307	\$ -	\$ 8,563.75	\$ 8,563.75	\$ -	\$ -	\$ 17,127.50	\$ 17,127.50	\$ 34,255.00
Invoice #18-2323	\$ -	\$ 3,898.75	\$ 3,898.75	\$ -	\$ -	\$ 7,797.50	\$ 7,797.50	\$ 15,595.00
Invoice #18-2359	\$ -	\$ 7,198.12	\$ 7,198.12	\$ -	\$ -	\$ 14,396.24	\$ 14,396.26	\$ 28,792.50
Invoice # 18-2409	\$ -	\$ 1,351.25	\$ 1,351.25	\$ -	\$ -	\$ 2,702.50	\$ 2,702.50	\$ 5,405.00
Total	\$ -	\$ 47,464.65	\$ 47,464.65	\$ -	\$ -	\$ 94,929.30	\$ 94,929.28	\$ 189,858.58
Remaining totals by Contributor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,608.20	\$ 7,608.22	\$ 15,216.42

Approved 06/05/2017 Paid 6/14/2017 <http://nednr.wip.stone.ne>  
 Approved 06/05/2017 Paid 6/14/2017 <http://nednr.wip.stone.ne>  
 Approved 06/05/2017 Paid 6/14/2017 <http://nednr.wip.stone.ne>  
 Approved 08/02/2017 Paid 8/11/2017 <http://nednr.wip.stone.ne>  
 Approved 08/02/2017 Paid 8/11/2017 <http://nednr.wip.stone.ne>  
 Approved 10/2/2017 Paid 1/18/18 <http://nednr.wip.stone.ne>  
 Approved 12/4/2017 Paid 12/22/2017 <http://nednr.wip.stone.ne>  
 Approved 12/4/2017 Paid 12/19/17  
 Approved 02/07/2018 Paid 3/19/18  
 Approved 4/3/18 Paid 5/2/18  
 Approved 6/5/2018 Paid 6/28/18  
 Approved 8/17/2018 Paid 10/2/18  
 Approved 8/17/2018 Paid 10/2/18  
 Approved 10/2/2018 Paid 11/29/18  
 Approved 12/6/2018 Paid 2/1/2019  
 Approved 4/30/18 Paid 7/26/2019

Facilitation for 2nd Increment - #10	\$ 12,851.38	\$ 12,851.38	\$ 12,851.38	\$ -	\$ 12,851.38	\$ 51,405.52	\$ 51,405.48	\$ 102,811.00
HDR Engineering Facilitator								
Invoice 1 (1200135663)	\$ 1,787.62	\$ 5,005.36	\$ 3,741.04	\$ -	\$ 3,854.80	\$ 14,388.82	\$ 14,388.83	\$ 28,777.65
Invoice 2 (1200144049)	\$ 2,793.33	\$ 1,686.43	\$ 2,209.59	\$ -	\$ 1,891.16	\$ 8,580.51	\$ 9,177.39	\$ 17,757.90
Invoice 3 (1200149243)	\$ 1,167.27	\$ 191.07	\$ 680.67	\$ -	\$ 1,327.50	\$ 3,366.51	\$ 3,679.78	\$ 7,046.29
Invoice 4 (1200153524)	\$ 391.97	\$ 474.89	\$ 277.81	\$ -	\$ 576.24	\$ 1,720.91	\$ 1,831.47	\$ 3,552.38
Invoice 5 (1200161519)	\$ 1,909.61	\$ 2,285.34	\$ 2,316.27	\$ -	\$ 2,528.49	\$ 9,039.71	\$ 9,371.42	\$ 18,411.13
Invoice 6 (1200169872)	\$ 269.54	\$ 269.54	\$ 195.83	\$ -	\$ 195.83	\$ 930.74	\$ 2,815.37	\$ 3,746.11
Invoice 7 (1200190544)	\$ 1,390.17	\$ 1,686.53	\$ 1,489.24	\$ -	\$ 1,602.62	\$ 6,168.56	\$ 7,947.02	\$ 14,115.58
Total	\$ 9,709.51	\$ 11,599.16	\$ 10,910.45	\$ -	\$ 11,976.64	\$ 44,195.76	\$ 49,211.28	\$ 79,291.46
Remaining totals by Contributor	\$ 3,141.87	\$ 1,252.22	\$ 1,940.93	\$ -	\$ 874.74	\$ 7,209.76	\$ 2,194.20	\$ 23,519.54
Conservation Study Phase III - #115	\$ 11,895.67			\$ 11,895.67	\$ 11,895.67	\$ 35,687.00	\$ 35,688.00	\$ 71,375.00
Flatwater - Focused Eval of Tillage Practices								
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Remaining totals by Contributor	\$ 11,895.67	\$ -	\$ -	\$ 11,895.67	\$ 11,895.67	\$ 35,687.00	\$ 35,688.00	\$ 71,375.00

Approved 12/6/18 paid 1/28/2019  
 Approved 12/6/18 paid 1/28/2019 paid amount 8878.95  
 Approved 12/6/18 paid 1/28/2019 paid amount 3523.14  
 Approved 12/6/18 paid 1/28/2019  
 Approved 4/30/2019 Kris is giving to Karen  
 Approved 4/30/2019 Kris is giving to Karen  
 Approved 6/3/2019 Paid 7/23/2019

**Contract #915**

CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NDNR	Total by Year
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,556.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,096.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,508.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 70,160.00</b>

Paid 8/15/2  
Paid 11/20/  
Paid 1/10/2

CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Actual paid	Total	Comments
\$ 1,783.45	\$ 1,783.45	\$ 22,600.00	\$ 22,600.00	\$ 1,783.45	\$ 8,917.25	\$ 8,917.25	\$ 8,917.25	\$ 17,834.50	
\$ 678.00	\$ 678.00	\$ 678.00	\$ 678.00	\$ 678.00	\$ 3,390.00	\$ 3,390.00	\$ 3,390.00	\$ 6,780.00	
\$ 2,047.12	\$ 2,047.12	\$ 2,047.12	\$ 2,047.12	\$ 2,047.12	\$ 10,235.60	\$ 10,235.60	\$ 20,471.25	\$ 20,471.25	In E1 whole amount for 20471 was paid however there is documents saying NRD needs to pay their part
\$ 1,073.00	\$ 1,073.00	\$ 1,073.00	\$ 1,073.00	\$ 1,073.00	\$ 5,365.00	\$ 5,365.00	\$ -	\$ 10,730.00	Not paid in E1 to balance overpayment?
\$ 2,488.00	\$ 2,488.00	\$ 2,488.00	\$ 2,488.00	\$ 2,488.00	\$ 12,440.00	\$ 12,440.00	\$ 7,569.35	\$ 24,880.00	short paid to balance out overpayment
\$ 467.75	\$ 467.75	\$ 467.75	\$ 467.75	\$ 467.75	\$ 2,338.75	\$ 2,338.75	\$ 2,338.75	\$ 4,677.50	
\$ 2,503.50	\$ 2,503.50	\$ 2,503.50	\$ 2,503.50	\$ 2,503.50	\$ 12,517.50	\$ 12,517.50	\$ 12,517.50	\$ 25,035.00	
\$ 2,636.17	\$ 2,636.17	\$ 2,636.17	\$ 2,636.17	\$ 2,636.17	\$ 13,180.85	\$ 13,180.85	\$ 13,180.86	\$ 26,361.71	
\$ 1,878.00	\$ 1,878.00	\$ 1,878.00	\$ 1,878.00	\$ 1,878.00	\$ 9,390.00	\$ 9,390.00	\$ 9,390.00	\$ 18,780.00	
\$ 395.76	\$ 395.76	\$ 395.76	\$ 395.76	\$ 395.76	\$ 1,978.80	\$ 1,978.80	\$ 1,978.87	\$ 3,957.67	
\$ 1,523.00	\$ 1,523.00	\$ 1,523.00	\$ 1,523.00	\$ 1,523.00	\$ 7,615.00	\$ 7,615.00	\$ 7,615.00	\$ 15,230.00	
\$ 2,099.85	\$ 2,099.85	\$ 2,099.85	\$ 2,099.85	\$ 2,099.85	\$ 10,499.25	\$ 10,499.25	\$ 10,499.22	\$ 20,998.47	
\$ 409.28	\$ 409.28	\$ 409.28	\$ 409.28	\$ 409.28	\$ 2,046.39	\$ 2,046.39	\$ 2,046.39	\$ 4,092.78	
\$ 514.08	\$ 514.08	\$ 514.08	\$ 514.08	\$ 514.08	\$ 2,570.40	\$ 2,570.40	\$ 2,570.39	\$ 5,140.79	
\$ 70.67	\$ 70.67	\$ 70.67	\$ 70.67	\$ 70.67	\$ 353.35	\$ 353.35	\$ 353.33	\$ 706.68	
\$ 2,386.00	\$ 2,386.00	\$ 2,386.00	\$ 2,386.00	\$ 2,386.00	\$ 11,930.00	\$ 11,929.96	\$ 11,929.96	\$ 23,859.96	
\$ 413.75	\$ 413.75	\$ 413.75	\$ 413.75	\$ 413.75	\$ 2,068.75	\$ 2,068.75	\$ 2,068.75	\$ 4,137.50	
\$ 330.00	\$ 330.00	\$ 330.00	\$ 330.00	\$ 330.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 3,300.00	
\$ 23,697.38	\$ 23,697.38	\$ 23,697.38	\$ 23,697.38	\$ 23,697.38	\$ 118,486.90	\$ 118,486.92	\$ 118,486.87	\$ 236,973.81	

Approved 08/06/2015  
Approved 10/06/2015  
Approved 12/07/2015  
Approved 02/24/2016  
Approved 04/06/2016  
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Approved 10/2/2016  
Approved 02/02/2017  
Approved 02/04/2017  
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Approved 10/2/2017  
Approved 12/19/2017  
Approved 02/07/2018  
Approved 04/03/2018

Paid 9/16/2015  
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Paid 6/7/2016  
Paid 8/18/2016  
Paid 8/18/2016  
Paid 10/27/2016  
Paid 12/7/2016  
Paid 2/8/2017  
Paid 4/14/2017  
Paid 8/11/2017  
Paid 12/26/2017  
Paid 12/26/2017  
Paid 5/2/2018  
Paid 5/2/2018

CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	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
\$ 467.75	\$ 467.75	\$ 467.75	\$ 467.75	\$ 467.75	\$ 5,300.00	\$ 5,300.00	\$ 11,060.00
<b>\$ 23,067.75</b>	<b>\$ 23,067.75</b>	<b>\$ 23,067.75</b>	<b>\$ 23,067.75</b>	<b>\$ 23,067.75</b>	<b>\$ 118,530.00</b>	<b>\$ 118,530.00</b>	<b>\$ 237,060.00</b>
\$ 1,783.45	\$ 1,783.45	\$ 1,783.45	\$ 1,783.45	\$ 1,783.45	\$ 8,917.25	\$ 8,917.25	\$ 17,834.50
\$ 678.00	\$ 678.00	\$ 678.00	\$ 678.00	\$ 678.00	\$ 3,390.00	\$ 3,390.00	\$ 6,780.00
\$ 2,047.12	\$ 2,047.12	\$ 2,047.12	\$ 2,047.12	\$ 2,047.12	\$ 10,235.60	\$ 10,235.60	\$ 20,471.25
\$ 1,073.00	\$ 1,073.00	\$ 1,073.00	\$ 1,073.00	\$ 1,073.00	\$ 5,365.00	\$ 5,365.00	\$ 10,730.00
\$ 2,488.00	\$ 2,488.00	\$ 2,488.00	\$ 2,488.00	\$ 2,488.00	\$ 12,440.00	\$ 12,440.00	\$ 24,880.00
\$ 467.75	\$ 467.75	\$ 467.75	\$ 467.75	\$ 467.75	\$ 2,338.75	\$ 2,338.75	\$ 4,677.50
\$ 2,503.50	\$ 2,503.50	\$ 2,503.50	\$ 2,503.50	\$ 2,503.50	\$ 12,517.50	\$ 12,517.50	\$ 25,035.00
\$ 2,636.17	\$ 2,636.17	\$ 2,636.17	\$ 2,636.17	\$ 2,636.17	\$ 13,180.85	\$ 13,180.86	\$ 26,361.71
\$ 1,878.00	\$ 1,878.00	\$ 1,878.00	\$ 1,878.00	\$ 1,878.00	\$ 9,390.00	\$ 9,390.00	\$ 18,780.00
\$ 395.76	\$ 395.76	\$ 395.76	\$ 395.76	\$ 395.76	\$ 1,978.80	\$ 1,978.87	\$ 3,957.67
\$ 1,523.00	\$ 1,523.00	\$ 1,523.00	\$ 1,523.00	\$ 1,523.00	\$ 7,615.00	\$ 7,615.00	\$ 15,230.00
\$ 2,099.85	\$ 2,099.85	\$ 2,099.85	\$ 2,099.85	\$ 2,099.85	\$ 10,499.25	\$ 10,499.22	\$ 20,998.47
\$ 409.28	\$ 409.28	\$ 409.28	\$ 409.28	\$ 409.28	\$ 2,046.39	\$ 2,046.39	\$ 4,092.78
\$ 514.08	\$ 514.08	\$ 514.08	\$ 514.08	\$ 514.08	\$ 2,570.40	\$ 2,570.39	\$ 5,140.79
\$ 70.67	\$ 70.67	\$ 70.67	\$ 70.67	\$ 70.67	\$ 353.35	\$ 353.33	\$ 706.68
\$ 2,386.00	\$ 2,386.00	\$ 2,386.00	\$ 2,386.00	\$ 2,386.00	\$ 11,930.00	\$ 11,929.96	\$ 23,859.96
\$ 413.75	\$ 413.75	\$ 413.75	\$ 413.75	\$ 413.75	\$ 2,068.75	\$ 2,068.75	\$ 4,137.50
\$ 330.00	\$ 330.00	\$ 330.00	\$ 330.00	\$ 330.00	\$ 1,650.00	\$ 1,650.00	\$ 3,300.00
\$ 23,697.38	\$ 23,697.38	\$ 23,697.38	\$ 23,697.38	\$ 23,697.38	\$ 118,486.90	\$ 118,486.92	\$ 236,973.81

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Approved 10/06/2015  
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Approved 04/03/2018

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Paid 12/26/2017  
Paid 12/26/2017  
Paid 5/2/2018  
Paid 5/2/2018

CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total
\$ 8.62	\$ 8.62	\$ 8.62	\$ 8.62	\$ 8.62	\$ 43.10	\$ 43.08	\$ 86.19
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,678.75
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,435.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,717.50
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,931.25
\$ 68.75	\$ 68.75	\$ 68.75	\$ 68.75	\$ 68.75	\$ 68.75	\$ 68.75	\$ 137.50

Approved 08/06/2015  
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Approved 12/07/2015  
Approved 02/24/2016  
Approved 04/06/2016  
Approved 06/02/2016  
Approved 08/02/2016  
Approved 08/02/2016  
Approved 10/2/2016  
Approved 02/02/2017  
Approved 02/04/2017  
Approved 04/02/2017  
Approved 08/02/2017  
Approved 10/2/2017  
Approved 12/19/2017  
Approved 02/07/2018  
Approved 04/03/2018

CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total
\$ 43,440.90	\$ 43,440.90	\$ 43,440.90	\$ 43,440.90	\$ 43,440.90	\$ 217,204.50	\$ 217,204.50	\$ 434,409.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 744.99
\$ 3,499.33	\$ 3,499.33	\$ 3,499.33	\$ 3,499.33	\$ 3,499.33	\$ 17,496.65	\$ 17,496.65	\$ 34,993.30
\$ 389.45	\$ 389.45	\$ 389.45	\$ 389.45	\$ 389.45	\$ 1,947.25	\$ 1,947.29	\$ 3,894.54
\$ 1,670.09	\$ 1,670.09	\$ 1,670.09	\$ 1,670.09	\$ 1,670.09	\$ 8,350.44	\$ 8,350.44	\$ 16,700.88
\$ 1,262.11	\$ 1,262.11	\$ 1,262.11	\$ 1,262.11	\$ 1,262.11	\$ 6,310.55	\$ 6,310.59	\$ 12,621.14
\$ 1,749.74	\$ 1,749.74	\$ 1,749.74	\$ 1,749.74	\$ 1,749.74	\$ 8,748.70	\$ 8,748.71	\$ 17,497.41
\$ 661.67	\$ 661.67	\$ 661.67	\$ 661.67	\$ 661.67	\$ 3,308.35	\$ 3,308.33	\$ 6,616.66
\$ 2,211.97	\$ 2,211.97	\$ 2,211.97	\$ 2,211.97	\$ 2,211.97	\$ 11,059.85	\$ 11,059.88	\$ 22,119.73
\$ 1,070.37	\$ 1,070.37	\$ 1,070.37	\$ 1,070.37	\$ 1,070.37	\$ 5,351.85	\$ 5,351.86	\$ 10,703.66
\$ 1,353.33	\$ 1,353.33	\$ 1,353.33	\$ 1,353.33	\$ 1,353.33	\$ 6,766.66	\$ 6,766.65	\$ 13,533.31
\$ 1,111.09	\$ 1,111.09	\$ 1,111.09	\$ 1,111.09	\$ 1,111.09	\$ 5,555.45	\$ 5,555.50	\$ 11,110.95
\$ 1,572.29	\$ 1,572.29	\$ 1,572.29	\$ 1,572.29	\$ 1,572.29	\$ 7,861.45	\$ 7,861.47	\$ 15,722.92
\$ 646.97	\$ 646.97	\$ 646.97	\$ 646.97	\$ 646.97	\$ 3,234.85	\$ 3,234.85	\$ 6,469.70
\$ 1,186.02	\$ 1,186.02	\$ 1,186.02	\$ 1,186.02	\$ 1,186.02	\$ 5,930.10	\$ 5,930.05	\$ 11,860.15
\$ 967.57	\$ 967.57	\$ 967.57	\$ 967.57	\$ 967.57	\$ 4,837.85	\$ 4,837.83	\$ 9,675.68
\$ 1,973.59	\$ 1,973.59	\$ 1,973.59	\$ 1,973.59	\$ 1,973.59	\$ 9,867.95	\$ 9,867.91	\$ 19,735.86
\$ 1,553.00	\$ 1,553.00	\$ 1,553.00	\$ 1,553.00	\$ 1,553.00	\$ 7,765.00	\$ 7,765.03	\$ 15,530.03
\$ 932.00	\$ 932.00	\$ 932.00	\$ 932.00	\$ 932.00	\$ 4,660.00	\$ 4,659.93	\$ 9,319.93
\$ 865.29	\$ 865.29	\$ 865.29	\$ 865.29	\$ 865.29	\$ 4,326.45	\$ 4,326.43	\$ 8,652.88
\$ 1,807.27	\$ 1,807.27	\$ 1,807.27	\$ 1,807.27	\$ 1,807.27	\$ 9,036.35	\$ 9,036.30	\$ 18,072.65
\$ 834.67	\$ 834.67	\$ 834.67	\$ 834.67	\$ 834.67	\$ 4,173.35	\$ 4,173.32	\$ 8,346.67
\$ 1,039.32	\$ 1,039.32	\$ 1,039.32	\$ 1,039.32	\$ 1,039.32	\$ 5,196.60	\$ 5,196.60	\$ 10,393.19
\$ 1,919.17	\$ 1,919.17	\$ 1,919.17	\$ 1,919.17	\$ 1,919.17	\$ 9,595.85	\$ 9,595.87	\$ 19,191.72
\$ 1,756.84	\$ 1,756.84	\$ 1,756.84	\$ 1,756.84	\$ 1,756.84	\$ 8,784.20	\$ 8,784.24	\$ 17,568.44
\$ 1,829.41	\$ 1,829.41	\$ 1,829.41	\$ 1,829.41	\$ 1,829.41	\$ 9,147.05	\$ 9,147.09	\$ 18,294.14
\$ 1,251.78	\$ 1,251.78	\$ 1,251.78	\$ 1,251.78	\$ 1,251.78	\$ 6,258.90	\$ 6,258.96	\$ 12,517.86
\$ 2,376.49	\$ 2,376.49	\$ 2,376.49	\$ 2,376.49	\$ 2,376.49	\$ 11,882.44	\$ 11,882.44	\$ 23,764.88
\$ 861.42	\$ 861.42	\$ 861.42	\$ 861.42	\$ 861.42	\$ 4,307.10	\$ 4,307.08	\$ 8,614.18
\$ 638.76	\$ 638.76	\$ 638.76	\$ 638.76	\$ 638.76	\$ 3,193.84	\$ 3,193.84	\$ 6,387.64
\$ 236.21	\$ 236.21	\$ 236					

PBC Years 4 to 6 Budget Review

27-Nov-19																			
PBC Budget Summary																			
				Central Platte NR	North Platte NRD	South Platte NRD	Tri-Basin NRD	Twin Platte NRD	Total NRD	DNR (NET Transfer)	NRD / NET total	NET %	DNR General Fund	Total by Year					
Remaining General Fund from Years 1-3				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 173,250.00	\$ -					
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			\$ 2,217,386.16	\$ 7,717,386.16					
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			\$ 131,301.00	\$ 5,631,301.00					
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			\$ 20,050.00	\$10,520,050.00					
Changes agreed at the Oct 2, 2018 PBC meeting						\$ 46,998.56	\$ (46,998.56)						\$ 5,000,000.00					See PBC Year 6 Additional	
Addition to TBNRD budget										\$ 90,330.32			\$ 193,421.61						
Total 3-Year Budget				\$ 904,200.00	\$ 2,125,200.00	\$ 231,798.56	\$ 1,286,201.44	\$ 2,052,600.00	\$ 6,600,000.00	\$ 9,900,000.00	\$16,500,000.00		\$ 7,735,408.77	\$23,868,737.16					
NeDNR 60% match				\$ 1,356,300.00	\$ 3,187,800.00	\$ 347,697.84	\$ 1,929,302.16	\$ 3,078,900.00	\$ 9,900,000.00	\$ 9,990,330.32									
Addition to TBNRD budget							\$ 90,330.32												
Ongoing PBC Projects	Date	ks		CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	NRD/NET total	NET %	Fund	Total by Project	Invoices Paid	Amount Paid	Project Status	Drn remaining	Comments
NPNRD 2019 EPIC contract	6/24/2019		1129		\$ 122,400.00				\$ 122,400.00	\$ 183,600.00	\$ 306,000.00	60%		\$ 306,000.00				\$ 183,600.00	Transferring money from
NPNRD Schanemann Recharge Project	9/25/9999		No # yet		\$ 28,123.90				\$ 28,123.90	\$ 42,185.85	\$ 70,309.75	60%		\$ 70,309.75				\$ 42,185.85	Transferring money from
TBNRD/CNPPID - Rainwater Basin Joint Venture	12/31/2020		1021	0	\$ -	\$ -	\$ 411,221.21	\$ -	\$ 411,221.21	\$ 616,831.82	\$ 1,028,053.03	60%		\$ 1,028,053.03		\$ 536,708.74		\$ 80,123.08	
Invoice #69385															\$ 536,708.74				
Totals Obligated by Contributor				\$ 904,200.00	\$ 2,125,200.00	\$ 231,798.56	\$ 1,333,198.43	\$ 2,052,600.00	\$ 6,646,996.99	\$ 9,923,518.70	\$10,951,758.39		\$ 2,217,386.16	\$10,951,717.89					
Total left to budget				\$ -	\$ -	\$ -	\$ -	\$ -											
Expired/completed/money spent PBC Projects	Expiration	Hyperlinks	Cnt #	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	NRD/NET total	NET %	DNR General Fund	Total by Project	Invoices Paid	NDNR Amount Paid	Project Status	NRD Remaining	
CPNRD Easement Packages	3/12/9999		1119	\$ 175,634.69		\$ -	\$ -	\$ -	\$ 175,634.69	\$ 263,452.03	\$ 439,086.72	60%	\$ -	\$ 439,086.72		\$ 263,452.03		\$ -	
TPNRD N-CORPE	7/3/2020	<a href="#">http://n ednr.wip</a>	778	\$ -	\$ -	\$ -	\$ -	\$ 1,730,071.10	\$ 1,730,071.10	\$ 2,595,106.65	\$ 4,325,177.75	60%	\$ -	\$ 3,517,606.65		\$ 2,595,106.65	Partial Payment - May 18, 2017	\$ -	
SPNRD Oliver Reservoir Streamflow Enhancement Project	1/1/2048	<a href="#">http://n ednr.wip</a>	887	\$ -	\$ -	\$ 180,898.33	\$ -	\$ -	\$ 180,898.33	\$ 271,347.50	\$ 452,245.83	60%	\$ -	\$ 452,245.83		\$ 271,347.50	Partial Payment - May 26, 2017	\$ -	
SPNRD Western ID Recharge Pit Construction and Rehab	6/30/2019		1076	0	\$ -	\$ 50,900.23	\$ -	\$ -	\$ 50,900.23	\$ 76,350.35	\$ 127,250.58	60%		\$ 127,250.58		\$ 76,350.35		\$ -	Reimbursement was submitted
TBNRD Excess Flows	12/31/2019	<a href="#">http://n ednr.wip</a>	1024	\$ -	\$ -	\$ -	\$ 160,898.80	\$ -	\$ 160,898.80	\$ 241,348.20	\$ 402,247.00	60%		\$ 402,247.00		\$ 241,352.00			
NPNRD Excess Flows, Groundwater Recharge	5/15/2022	<a href="#">http://n ednr.wip</a>	985		\$ 47,367.00				\$ 47,367.00	\$ 71,050.50	\$ 118,417.50	60%		\$ 118,417.50		\$ 71,050.50			moved 58238.70 to
NPNRD - EPIC allocation buy down projects	12/31/2019		1070		\$ 114,553.00				\$ 114,553.00	\$ 171,829.00	\$ 286,382.00	60%		\$ 286,382.00		\$ 171,829.00		\$ -	moved .32 to epic 2019
NPNRD-Retirement Projects	6/30/2018		1023	0	\$ 339,914.10	\$ -	\$ -	\$ -	\$ 339,914.10	\$ 509,871.15	\$ 849,785.25	60%		\$ 849,785.25		\$ 509,871.15		\$ -	3712.20 - Moved to Epic
NPNRD Retirement Agreement - Hardt and Tighe	10/17/2031	<a href="#">http://n ednr.wip</a>	925	\$ -	\$ 1,244,847.00	\$ -	\$ -	\$ -	\$ 1,244,847.00	\$ 1,867,270.50	\$ 3,112,117.50	60%		\$ 3,112,117.50		\$ 1,989,157.50	Paid		
Camp total	4/30/2018	<a href="#">http://n ednr.wip</a>	904	\$ -	\$ 227,995.00	\$ -	\$ -	\$ -	\$ 227,995.00	\$ 341,932.50	\$ 569,927.50	60%		\$ 569,887.00		\$ 341,932.50	2017	\$ -	transferred to
J-2 Reregulating Reservoir	8/12/2063	<a href="#">http://n ednr.wip</a>	574	\$ 403,161.12	\$ -	\$ -	\$ 403,161.12	\$ 322,528.90	\$ 1,128,851.14	\$ 1,693,276.70	\$ 2,822,127.84	60%	\$ 2,217,386.16	\$ 2,822,127.84	\$ 3,910,662.90	\$ 1,693,276.60	Paid June 30, 2016		
Orchard-Alfalfa Canal Rehabilitation	Closed when all money	<a href="#">http://n ednr.wip</a>	615	\$ 325,404.19	\$ -	\$ -	\$ -	\$ -	\$ 325,404.19	\$ 488,106.29	\$ 813,510.48	60%	\$ -	\$ 813,510.48		\$ 488,106.29	Paid - March 9, 2016	\$ -	
Fall/Winter 2014-2015 E65 Canal and Elwood Reservoir (17,000 acre ft)¹	12/31/2015	<a href="#">http://n ednr.wip</a>	800	\$ -	\$ -	\$ -	\$ 99,285.330	\$ -	\$ 99,285.33	\$ 148,927.99	\$ 248,213.32	60%	\$ -	\$ 248,213.32		\$ 148,927.99	Paid - October 14, 2015	\$ -	
2015-2016 - E65 Canal and Elwood Reservoir (5,000 acre ft)²	12/31/2016	<a href="#">http://n ednr.wip</a>	571	\$ -	\$ -	\$ -	\$ 93,832.56	\$ -	\$ 93,832.56	\$ 93,832.56	\$ 187,665.12	50%	\$ -	\$ 187,665.12		\$ 93,832.56	Paid - July 14, 2016	\$ -	
2016-2017 - E65 Canal and Elwood Reservoir	8/25/2017	<a href="#">http://n ednr.wip</a>	948	\$ -	\$ -	\$ -	\$ 164,799.41	\$ -	\$ 164,799.41	\$ 247,199.11	\$ 411,998.52	60%	\$ -	\$ 411,998.52		\$ 247,199.11	Paid - May 31, 2017	\$ -	
Invoice 62632		<a href="#">http://n ednr.wip</a>													\$ 111,797.23	paid 5/31/2017	NET Fund		
Invoice 62634		<a href="#">http://n ednr.wip</a>													\$ 38,058.90	paid 6/14/2017	NET Fund		
Invoice 60855 & 60853		<a href="#">http://n ednr.wip</a>													\$ 97,342.98	paid 4/25/2017			
Past PBC Projects --GF dollars only	Expiration Date	Hyperlinks	Cnt #	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	NRD/NET total	NET %	DNR General Fund	Total by Project	Invoices Paid	NDNR Amount Paid	Project Status	NRD Remaining	
2015-2016 - Phelps Canal	12/31/2017	<a href="#">http://n ednr.wip</a>	571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 84,196.66	\$ 84,196.66		\$ 60,617.78	Paid - May 18, 2016	\$ -	
Invoice 59476		<a href="#">http://n ednr.wip</a>													\$ 4,599.00		General Fund		
Invoice 59205		<a href="#">http://n ednr.wip</a>													\$ 14,286.10		General Fund		

Invoice 60850	<a href="http://n.ednriwip">http://n.ednriwip</a>													\$ 31,550.60		General Fund		
Invoice 62629	<a href="http://n.ednriwip">http://n.ednriwip</a>													\$ 10,182.08		General Fund		
Western ID Recharge Pit Construction and Rehab (SPNRD Portion)	<a href="http://n.ednriwip">http://n.ednriwip</a>	1020			\$ 11,849.96		\$ 27,649.90	\$ 39,499.86	\$ -	\$ 39,499.86	0.00%	\$ 59,249.79	\$ 98,749.65	\$ 59,249.79		Paid--	\$ (59,249.79)	
Reimbursement Request	<a href="http://n.ednriwip">http://n.ednriwip</a>													\$ 59,249.79		General Fund, paid 6/28/18		
Projects but no mataching dollars <sup>3</sup>	Hyperlinks	Cnt #	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)				<i>DNR General Fund</i>	Total by Project	Meeting Motion Ref.			
Western Irrigation District		587	\$ -	\$ -	\$ 600.00	\$ -	\$ 1,400.00	\$ 2,000.00	\$ -				\$ 3,000.00	\$ 5,000.00				
Western Irrigation District		587	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 4,200.00	\$ 6,000.00	\$ -				\$ 9,000.00	\$ 15,000.00				
Platte Valley Irrigation District		588	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -				\$ 3,000.00	\$ 5,000.00				
Suburban Irrigation District		586	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -				\$ 3,000.00	\$ 5,000.00				
Orchard-Alfalfa Canal Reconciliation								Total NRD	DNR	Total Project								
Orchard-Alfalfa Canal Rehabilitation (1-3)	<a href="http://n.ednriwip">http://n.ednriwip</a>	615	\$ 1,665,578.40	\$ -	\$ -	\$ -	\$ -	\$ 1,665,578.40	\$ 2,498,367.60	\$ 4,163,946.00	60.00%							
Orchard-Alfalfa Canal Rehabilitation (4-6)	<a href="http://n.ednriwip">http://n.ednriwip</a>	615	\$ 501,038.88	\$ -	\$ -	\$ -	\$ -	\$ 501,038.88	\$ 488,106.29	\$ 989,145.17	49.35%							
last amendment	<a href="http://n.ednriwip">http://n.ednriwip</a>		\$ 117,089.79					\$ 117,089.79	\$ 175,634.69	\$ 292,724.48	60.00%							

Water Resources Cash Fund  
Grant # 15-138

Project Budgets Obligated for the WRCF

Project	Cnt #	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	Total Project (Local + Net)	NET %	% Local Match to NET Grant	DNR General Fund	Other Project Dollars	Total by Project
North Platte NRD Lease/Recharge - Cow Camp	904	\$ -	\$ 227,955.00	\$ -	\$ -	\$ -	\$ 227,955.00	\$ 341,992.50	\$ 569,987.50	60.00%	40%	\$ -	\$ -	\$ 569,987.50
Orchard-Alfalfa Canal Rehabilitation	615	\$ 325,404.19	\$ -	\$ -	\$ -	\$ -	\$ 325,404.19	\$ 488,106.29	\$ 813,510.48	60.00%	40%	\$ -	\$ -	\$ 813,510.48
N-CORPE	778	\$ -	\$ -	\$ -	\$ -	\$ 1,730,071.10	\$ 1,730,071.10	\$ 2,595,106.65	\$ 4,325,177.75	60.00%	40%	\$ -	\$ -	\$ 4,325,177.75
J-2 Reregulating Reservoir	574	\$ 403,161.12	\$ -	\$ -	\$ 403,161.12	\$ 322,528.90	\$ 1,128,851.14	\$ 1,693,276.70	\$ 2,822,127.84	60.00%	40%	\$ 2,217,386.16	\$ -	\$ 5,039,514.00
Fall/Winter 2015 E65 Canal and Elwood Reservoir Recharge Project	800	\$ -	\$ -	\$ -	\$ 99,285.33	\$ -	\$ 99,285.33	\$ 148,927.99	\$ 248,213.32	60.00%	40%	\$ -	\$ -	\$ 248,213.32
NPNRD Retirement Agreement - Hardt and Tighe	925	\$ -	\$ 1,244,847.00	\$ -	\$ -	\$ -	\$ 1,244,847.00	\$ 1,867,270.50	\$ 3,112,117.50	60.00%	40%	\$ -	\$ -	\$ 3,112,117.50
E65 Canal and Elwood Reservoir (4,500 acre ft) up to (5,000 acre ft)	571	\$ -	\$ -	\$ -	\$ 93,832.56	\$ -	\$ 93,832.56	\$ 93,832.56	\$ 187,665.12	50.00%	50%	\$ -	\$ -	\$ 187,665.12
2016-2017 - E65 and Elwood Reservoir (13,500 acre ft)	948	\$ -	\$ -	\$ -	\$ 164,799.41	\$ -	\$ 164,799.41	\$ 247,199.11	\$ 411,998.520	60.00%	40%	\$ -	\$ -	\$ 411,998.52
NPNRD Schanemann Project		\$ -	\$ 28,123.90	\$ -	\$ -	\$ -	\$ 28,123.90	\$ 42,185.85	\$ 70,309.750	60.00%	40%	\$ -	\$ -	\$
Oliver Reservoir Streamflow Enhancement Project	887	\$ -	\$ -	\$ 221,398.56	\$ -	\$ -	\$ 221,398.56	\$ 332,096.83	\$ 553,495.39	60.00%	40%	\$ -	\$ -	\$ 553,495.39
NPNRD Excess Flows, Groundwater Recharge	985	\$ -	\$ 47,367.00	\$ -	\$ -	\$ -	\$ 47,367.00	\$ 71,050.50	\$ 118,417.50	60.00%	40%	\$ -	\$ -	\$ 118,417.50
NPNRD-Retirement Projects	1023	\$ -	\$ 339,914.10	\$ -	\$ -	\$ -	\$ 339,914.10	\$ 509,871.15	\$ 849,785.25	60.00%	40%	\$ -	\$ -	\$ 849,785.25
TBNRD/CNPPID - Rainwater Basin Joint Venture	1021	\$ -	\$ -	\$ -	\$ 411,221.21	\$ -	\$ 411,221.21	\$ 593,254.13	\$ 1,004,475.34	59.06%	41%	\$ 23,577.68	\$ -	\$ 1,028,053.02
TBNRD Excess Flows	1024	\$ -	\$ -	\$ -	\$ 160,898.80	\$ -	\$ 160,898.80	\$ 241,348.20	\$ 402,247.00	60.00%	40%	\$ -	\$ -	\$ 402,247.00
NPNRD EPIC Allocation Buydown Projects	1070	\$ -	\$ 114,553.00	\$ -	\$ -	\$ -	\$ 114,553.00	\$ 171,829.00	\$ 286,382.00	60.00%	40%	\$ -	\$ -	\$ 286,382.00
Western ID Recharge Pit Construction and Rehab	1076	\$ -	\$ -	\$ 10,400.00	\$ -	\$ -	\$ 10,400.00	\$ 15,600.00	\$ 26,000.00	60.00%	40%	\$ -	\$ -	\$ 26,000.00
CPNRD Easement Packages	1119	\$ 175,634.69	\$ -	\$ -	\$ -	\$ -	\$ 175,634.69	\$ 263,452.04	\$ 439,086.72	60.00%	40%	\$ -	\$ -	\$ 439,086.73
2019 Epic	1129	\$ -	\$ 122,400.00	\$ -	\$ -	\$ -	\$ 122,400.00	\$ 183,600.00	\$ 306,000.00	60.00%	40%	\$ -	\$ -	\$ 306,000.00
<b>Totals by Contributor</b>		\$ 904,200.00	\$ 2,125,200.00	\$ 231,798.56	1,333,198.43	\$ 2,052,600.00	\$ 6,646,996.99	\$ 9,900,000.00	\$ 16,546,996.98	59.83%	40.17%	\$ 2,240,963.84	\$ -	\$ 18,717,651.08

July 1,2019 thru September 30, 2019

Expended Dollars

Project	Cnt #	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	Total Project (Local + Net)	NET %	% Local Match to NET Grant	DNR General Fund	Other Project Dollars	Total by Project
North Platte NRD Lease/Recharge - Cow Camp	904	\$ -	\$ 227,955.00	\$ -	\$ -	\$ -	\$ 227,955.00	\$ 341,932.50	\$ 569,887.50	60.00%	40%	\$ -	\$ -	\$ 569,887.50
Orchard-Alfalfa Canal Rehabilitation	615	\$ 325,404.19	\$ -	\$ -	\$ -	\$ -	\$ 325,404.19	\$ 488,106.29	\$ 813,510.48	60.00%	40%	\$ -	\$ -	\$ 813,510.48
N-CORPE	778	\$ -	\$ -	\$ -	\$ -	\$ 1,730,071.10	\$ 1,730,071.10	\$ 2,595,106.65	\$ 4,325,177.75	60.00%	40%	\$ -	\$ -	\$ 4,325,177.75
J-2 Reregulating Reservoir	574	\$ 403,161.12	\$ -	\$ -	\$ 403,161.12	\$ 322,528.90	\$ 1,128,851.14	\$ 1,693,276.70	\$ 2,822,127.84	60.00%	40%	\$ 2,217,386.16	\$ -	\$ 5,039,514.00
Fall/Winter 2015 E65 Canal and Elwood Reservoir Recharge Project	800	\$ -	\$ -	\$ -	\$ 99,285.33	\$ -	\$ 99,285.33	\$ 148,927.99	\$ 248,213.32	60.00%	40%	\$ -	\$ -	\$ 248,213.32
NPNRD Retirement Agreement - Hardt and Tighe	925	\$ -	\$ 1,326,105.00	\$ -	\$ -	\$ -	\$ 1,326,105.00	\$ 1,989,157.50	\$ 3,315,262.50	60.00%	40%	\$ -	\$ -	\$ 3,315,262.50
E65 Canal and Elwood Reservoir (4,500 acre ft) up to (5,000 acre ft)	571	\$ -	\$ -	\$ -	\$ 93,832.56	\$ -	\$ 93,832.56	\$ 93,832.56	\$ 187,665.12	50.00%	50%	\$ -	\$ -	\$ 187,665.12
2016-2017 - E65 and Elwood Reservoir (13,500 acre ft)	948	\$ -	\$ -	\$ -	\$ 164,799.40	\$ -	\$ 164,799.40	\$ 247,199.10	\$ 411,998.50	60.00%	40%	\$ -	\$ -	\$ 411,998.50
Oliver Reservoir Streamflow Enhancement Project	887	\$ -	\$ -	\$ 180,898.33	\$ -	\$ -	\$ 180,898.33	\$ 271,347.50	\$ 452,245.83	60.00%	40%	\$ -	\$ -	\$ 452,245.83
NPNRD Excess Flows, Groundwater Recharge	985	\$ -	\$ 47,367.00	\$ -	\$ -	\$ -	\$ 47,367.00	\$ 71,050.50	\$ 118,417.50	60.00%	40%	\$ -	\$ -	\$ 118,417.50
NPNRD-Retirement Projects	1023	\$ -	\$ 339,914.10	\$ -	\$ -	\$ -	\$ 339,914.10	\$ 509,871.15	\$ 849,785.25	60.00%	40%	\$ -	\$ -	\$ 849,785.25
TBNRD Excess Flows	1024	\$ -	\$ -	\$ -	\$ 160,901.33	\$ -	\$ 160,901.33	\$ 241,352.00	\$ 402,253.33	60.00%	40%	\$ -	\$ -	\$ 402,253.33
NPNRD EPIC Allocation Buydown Projects	1070	\$ -	\$ 114,553.00	\$ -	\$ -	\$ -	\$ 114,552.67	\$ 171,829.00	\$ 286,381.67	60.00%	40%	\$ -	\$ -	\$ 286,381.67
Western ID Recharge Pit Construction and Rehab	1076	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
CPNRD Easement Packages	1119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
NPNRD 2019 Epic	1129	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
TBNRD/CNPPID - Rainwater Basin Joint Venture	1021	\$ -	\$ -	\$ -	\$ 357,805.83	\$ -	\$ 357,805.83	\$ 536,708.74	\$ 894,514.57	60.00%	40%	\$ -	\$ -	\$ 894,514.57
<b>Total by Contributor</b>		\$ 728,565.31	\$ 2,055,894.10	\$ 180,898.33	\$ 1,279,785.57	\$ 2,052,600.00	\$ 6,297,742.98	\$ 9,399,698.18	\$ 14,802,926.59	63.50%	43%	\$ 2,217,386.16	\$ -	\$ 17,020,312.75

PBC Years 7 to 9 Budget Review																		
27-Nov-19																		
28%													3%					
3%													5%					
62%													100%					
PBC Budget Summary													DNR General funds		WRCF General Fund		Total by Year	
Budget Year 7	Central Platte NRD	North Platte NRD	South Platte NRD	Tri-Basin NRD	Twin Platte NRD	Total NRD	DNR (NET Transfer)	NRD / NET total Budget	DNR General funds	WRCF General Fund	Total by Year							
Budget Year 7	\$ 607,200.00	\$ 61,600.00	\$ 61,600.00	\$ 103,400.00	\$ 1,366,200.00	\$ 2,200,000.00	\$ 3,300,000.00	\$ 5,500,000.00	\$ 9,133.19	\$ 15,221.98	\$ 5,515,221.98							
Total 7-Year Budget NRD Match to NET Funds	\$ 607,200.00	\$ 61,600.00	\$ 61,600.00	\$ 103,400.00	\$ 1,366,200.00	\$ 2,200,000.00	\$ 3,300,000.00	\$ 5,500,000.00										
Total 7-Year Budget NRD Match to WRCF General Funds	\$ -	\$ -	\$ -	\$ 6,088.79	\$ -	\$ -	\$ -	\$ -	\$ 6,088.79									
Total 7 Budget Combined	\$ 607,200.00	\$ 61,600.00	\$ 61,600.00	\$ 109,488.79	\$ 1,366,200.00	\$ 2,206,088.79	\$ 3,300,000.00	\$ 5,506,088.79										
NeDNR 60% Match w/ NET Funds	\$ 910,800.00	\$ 92,400.00	\$ 92,400.00	\$ 155,100.00	\$ 2,049,300.00	\$ -	\$ 3,300,000.00	\$ -										
NeDNR 60% Match w/ WRCF General funds	\$ -	\$ -	\$ -	\$ 9,133.19	\$ -	\$ -	\$ 9,133.19	\$ -										
NeDNR 60% Match Combined	\$ 910,800.00	\$ 92,400.00	\$ 92,400.00	\$ 164,233.19	\$ 2,049,300.00	\$ -	\$ 3,309,133.19	\$ -										
Budget Year 7 Combined	\$ 1,518,000.00	\$ 154,000.00	\$ 154,000.00	\$ 273,721.98	\$ 3,415,500.00	\$ 2,206,088.79	\$ 3,309,133.19	\$ 5,515,221.98										
Ongoing PBC Projects	Expiration Date	Cnt # no contract # yet	Central Platte NRD	North Platte NRD	South Platte NRD	Tri-Basin NRD	Twin Platte NRD	Total NRD	DNR (NET Transfer)	NRD/NET total	NET %	DNR General Fund	Invoices Paid	NeDNR Amount Paid	Project Status	Drn remaining	Meeting Motion Ref.	Comments
CPNRD-Recharge Pits / Detention Ponds		no contract # yet	\$ 426,314.69	\$ -	\$ -	\$ -	\$ -	\$ 426,314.69	\$ 639,472.04	\$ 1,065,786.73	60%	\$ -		\$ -	\$ 639,472.04	\$ 639,472.04		no Project Proposal Received, just a placeholder
CPNRD Easement Packages	3/12/9999	no contract # yet	\$ 180,885.31	\$ -	\$ -	\$ -	\$ -	\$ 180,885.31	\$ 271,327.97			\$ -		\$ 271,327.97	\$ 534,780.00	\$ -		Talk to Tim, needs to be paid by two different grant monies and just came out of 18
NPNRD Schanemann Recharge Project	9/24/999	no # yet		\$ 49,876.10				\$ 49,876.10	\$ 74,814.15	\$ 124,690.25	60%				\$ 117,000.00			NPNRD projects that are completed cnt #904, 985, 1023 & 1070 Contract not worked on the be split out between perm/tem
NPNRD Permanent Retirement Project (2019-2026)	9/30/999	no # yet		\$ 11,723.90				\$ 11,723.90	\$ 17,585.85	\$ 29,309.75	60%			\$ -	\$ 29,309.75	\$ 29,309.75		
TPNRD N-CORPE	7/3/2020	778	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 976,673.06	\$ 1,465,009.59	\$ 2,441,682.65	60%	\$ -		\$ 1,465,009.59	\$ 4,982,616.24	\$ -		
TPNRD N-CORPE (Part #2)	09/24/999	no # yet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 267,526.94	\$ 401,290.41	\$ 668,817.35	60%	\$ -		\$ -	\$ 401,290.41	\$ 401,290.41		
TPNRD Western ID MOA	4/23/2023	1010	\$ -	\$ -	\$ 18,000.00	\$ -	\$ -	\$ 42,000.00	\$ 60,000.00	\$ 90,000.00	60%	\$ -		\$ -	\$ 90,000.00	\$ 90,000.00		
TPNRD Platte Valley ID MOA	5/1/2023	1011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 30,000.00	\$ 50,000.00	60%	\$ -		\$ -	\$ 30,000.00	\$ 30,000.00		
TPNRD Suburban ID MOA	5/1/2023	1012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 30,000.00	\$ 50,000.00	60%	\$ -		\$ -	\$ 30,000.00	\$ 30,000.00		
TPNRD Keith-Lincoln	5/1/2023	1013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 30,000.00	\$ 50,000.00	60%	\$ -		\$ -	\$ 30,000.00	\$ 30,000.00		
TPNRD Paxton-Hershey	5/1/2023	1014	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 30,000.00	\$ 50,000.00	60%	\$ -		\$ -	\$ 30,000.00	\$ 30,000.00		
TBNRD/CNPPID - Rainwater Basin Joint Venture	12/31/2020	1021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,400.00	\$ 155,100.00	\$ 258,500.00	60%	\$ 6,088.79		\$ 536,708.74	\$ 771,931.82	\$ 277,946.26		
Completed Projects																		
SPNRD Western ID Recharge Pit Construction and Rehab	6/30/2019	1076	\$ -	\$ -	\$ 21,099.77	\$ -	\$ -	\$ 21,099.77	\$ 31,649.66	\$ 52,749.43	60%	\$ -		\$ 31,649.65	\$ 108,000.00	\$ -		
Reimbursement request April 1 to June 30, 2019													\$ 29,476.57	Pending payment				
Reimbursement request Nov 1 to April 1, 2019													\$ 2,173.08	pending payment				
Reimbursement request 5/1/2019																		Reimbursement not
<b>Total Obligated</b>			\$ 607,200.00	\$ 61,600.00	\$ 39,099.77	\$ 103,400.00	\$ 1,366,200.00	\$ 2,177,499.77	\$ 3,266,249.66	\$ 5,443,749.43				\$ 1,736,337.56	\$ 7,794,400.26			
<b>Remaining to obligate</b>			\$ (0.00)	\$ -	\$ 22,500.23	\$ 6,088.79	\$ -	\$ 28,589.02	\$ 42,883.53	\$ 71,472.54								
<b>Remaining Total year 7 to obligate</b>			\$ (0.00)	\$ -	\$ 22,500.23	\$ 6,088.79	\$ -	\$ 28,589.02	\$ 42,883.53	\$ 71,472.54								

\*correction made to NET BU's on Contract #1119 all of the \$534,780 was paid out of 29202060 however it was a split budget between 4-6 and 7-9



CONTRACT 778- NCORP												
AMOUNT	AMENDMENT											
Original Budget		\$ 1,537,500.00										
Purchase of land	\$ 900,000.00											
amend to pay for amount unpaid	\$ 22,500.00											
PBHEP payment	\$ 120,680.00											
amended amount		\$ 2,617,607.00	3/28/2017									
payment	\$ 177,254.91		5/18/2017	This was a combined amount of the 22,500 and 143,1235.24								
payment	\$ 2,417,851.74		1/4/2018	This payment was short total budget because of land payment being in years								
amended amount 2		\$ 5,103,296.21	8/23/2018									
Payment	\$ 1,465,009.59											
Total	\$ 5,103,296.24											
PAYMENTS												
NET Projects	Cnt #	TPNRD	Total NRD	DNR (NET Transfer)	NRD/NET total	NET %	DNR General Func	Total by Project	Invoices Paid	NDNR Amount Paid	Project Status - Notes	NDNR Remaining
N-CORPE	778	\$ 615,000.00	\$ 615,000.00	\$ 922,500.00	\$ 1,537,500.00	60%	\$ -	\$ 1,537,500.00		\$ 922,500.00		\$ -
Request Reimbursement \$900,000									\$ 900,000.00		Paid August 24, 2014	
Request Reimbursement \$22,500									\$ 22,500.00		Paid May 18, 2017	
		\$ 1,730,071.10	\$ 1,730,071.10	\$ 2,595,106.65	\$ 4,325,177.75	\$ 0.60	\$ -	\$ 2,595,106.65		\$ 2,595,106.65		\$ -
Invoice									\$ 177,254.91		paid 5/18/2017	
Invoice (Paid remaining amount in budget which was less than total requested)									\$ 2,417,851.74		paid 1/4/2018	
TPNRD: N-CORPE		\$ 976,673.06	\$ 976,673.06	\$ 1,465,009.59	\$ 2,441,682.65		\$ 0.60	\$ -		\$ 1,465,009.59		\$ -
Memo									\$ 1,465,009.59		\$ 43,269.00	
									Total paid for contract f	\$ 4,982,616.24		
									PBHEP Payment	\$ 120,680.00		
									Total paid for project	\$ 5,103,296.24		

Updated

27-Nov-19

				21.8%	15.8%	15.8%	16.3%	30.2%	100.0%							
				Central Platte NRI	North Platte NRD	South Platte NRD	Tri-Basin NRD	Twin Platte NRD	Total NRD	DNR (NET Transfer)	NRD / NET total Budget	DNR General funds	DNR/NRD WRCF General Fund	Total by Year		
<b>PBC Budget Summary</b>																
Budget Year 8				\$ 480,533.33	\$ 348,266.67	\$ 348,266.67	\$ 358,400.00	\$ 664,533.33	\$ 2,200,000.00	\$ 3,300,000.00	\$ 5,500,000.00		\$ -	\$ 5,500,000.00		
Total 8-Year Budget NRD Match to NET Funds				\$ 480,533.33	\$ 348,266.67	\$ 348,266.67	\$ 358,400.00	\$ 664,533.33	\$ 2,200,000.00							
Total 8-Year Budget NRD Match to WRCF General Funds				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
Total 8 Budget Combined				\$ 480,533.33	\$ 348,266.67	\$ 348,266.67	\$ 358,400.00	\$ 664,533.33	\$ 2,200,000.00							
NeDNR 60% Match w/ NET Funds				\$ 720,800.00	\$ 522,400.01	\$ 522,400.01	\$ 537,600.00	\$ 996,800.00	\$ 3,300,000.00	\$ 3,300,000.00						
NeDNR 60% Match w/ WRCF General funds				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
NeDNR 60% Match Combined				\$ 720,800.00	\$ 522,400.01	\$ 522,400.01	\$ 537,600.00	\$ 996,800.00	\$ 3,300,000.00	\$ 3,300,000.00						
Budget Year 8 Combined				\$ 1,201,333.33	\$ 870,666.68	\$ 870,666.68	\$ 896,000.00	\$ 1,661,333.33	\$ 2,200,000.00	\$ 3,300,000.00	\$ 5,500,000.00					
<b>Ongoing PBC Projects</b>	Expiration Date	Hyperlinks	Cnt #	Central Platte NRD	North Platte NRD	South Platte NRD	Tri-Basin NRD	Twin Platte NRD	Total NRD	DNR (NET Transfer)	NRD/DNR total	NET %	DNR General Fund	Invoices Paid	Total by Project by DNR	DNR remaining PER Contract
CPNRD:Recharge Pits / Detention Ponds	9/24/9999		no # yet	\$ 30,351.98	\$ -	\$ -	\$ -	\$ -	\$ 30,351.98	\$ 45,527.97	\$ 75,879.95	60%		\$ -	\$ 685,000.01	\$ 685,000.01
NPNRD Temp Retirement Project (2019-2026)	9/30/9999		no # yet		\$ 238,844.17				\$ 238,844.17	\$ 358,266.26	\$ 597,110.43	60%			\$ 375,852.11	\$ 375,852.11
NPNRD Permanent Retirement Project (2019-2026)	9/30/9999		no # yet		\$ 109,422.50				\$ 109,442.50	\$ 164,163.75	\$ 273,606.25	60%			\$ 181,749.60	\$ 181,749.60
TBNRD/CNPPID - Rainwater Basin Joint Venture	9/24/9999		no # yet				\$ 22,400.00		\$ 22,400.00	\$ 33,599.99	\$ 55,999.99	60%			\$ 570,308.73	
TBNRD - RWBJV - High Flow Diversions (Excess Flow Recharge)	9/24/9999		no # yet				\$ 26,000.00		\$ 26,000.00	\$ 39,000.00	\$ 65,000.00					
TBNRD/CNPPID - Rainwater Basin Joint Venture	12/31/2020		1021	\$ -	\$ -	\$ -	\$ 28,482.12	\$ -	\$ 28,482.12	\$ 42,723.18	\$ 71,205.30	60%		\$ -	\$ 814,655.00	
TPNRD - N CORPE	9/24/9999		No # yet					\$ 664,533.33	\$ 664,533.33	\$ 996,800.00	\$ 1,661,333.33	60%		\$ -	\$ 996,800.00	\$ 996,800.00
Total Obligated				\$ 30,351.98	\$ 348,266.67	\$ -	\$ 76,882.12	\$ 664,533.33	\$ 1,120,054.10	\$ 1,680,081.14	\$ 2,800,135.24				\$ 3,624,365.44	\$ 2,239,401.71
Remaining to obligate for year 8				\$ 450,181.35	\$ -	\$ 348,266.67	\$ 281,517.88	\$ -	\$ 1,079,945.90	\$ 1,619,918.86	\$ 2,699,864.76					
Remaining to obligate total 7 & 8				\$ 450,181.35	\$ -	\$ 370,766.90	\$ 287,606.67	\$ -	\$ 1,108,534.92	\$ 1,662,802.38	\$ 2,771,337.30					

on the be split out between  
This contract is still being worked on the be split out between perm/tem

December 2018 PBC meeting



Water Resources Cash Fund  
Grant # 18-107

Project Budgets Obligated for the WRCF

Project	Cnt #	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	Total Project (Local + Net)	NET %	% Local Match to NET Grant	DNR General Fund	Other Project Dollars	Total by Project
N-CORPE	778	\$ -	\$ -	\$ -	\$ -	\$ 1,057,126.37	\$ 1,057,126.37	\$ 1,585,689.55	\$ 2,642,815.92	60.00%	40%	\$ -	\$ -	\$ 2,642,815.92
Western ID MOA	1010	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00	\$ 60,000.00	\$ 90,000.00	\$ 150,000.00	60.00%	40%	\$ -	\$ -	\$ 150,000.00
Platte Valley ID MOA	1011	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 50,000.00	60.00%	40%	\$ -	\$ -	\$ 50,000.00
Suburban ID MOA	1012	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 50,000.00	60.00%	40%	\$ -	\$ -	\$ 50,000.00
Keith-Lincoln	1013	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 50,000.00	60.00%	40%	\$ -	\$ -	\$ 50,000.00
Paxton Hershey	1014	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 50,000.00	60.00%	40%	\$ -	\$ -	\$ 50,000.00
CPNRD Easement Packages	1119	\$ 180,885.31	\$ -	\$ -	\$ -	\$ -	\$ 180,885.31	\$ 271,327.97	\$ 452,213.28	60.00%	40%	\$ -	\$ -	\$ 452,213.28
CPNRD Recharge Pits/Detention Pond		\$ 456,666.67	\$ -	\$ -	\$ -	\$ -	\$ 456,666.67	\$ 685,000.00	\$ 1,141,666.67	60.00%	40%	\$ -	\$ -	\$ 1,141,666.67
TBNRD/CNPPID - Rainwater Basin Joint Venture	1021	\$ -	\$ -	\$ -	\$ 103,400.00	\$ -	\$ 103,400.00	\$ 155,100.00	\$ 258,500.00	60.00%	40%	\$ 6,088.79	\$ -	\$ 264,588.79
TBNRD/CNPPID - Rainwater Basin Joint Venture Phase 2					\$ 22,400.00		\$ 22,400.00	\$ 33,599.99	\$ 55,999.99	60.00%	40%	\$ -	\$ -	\$ 55,999.99
TBNRD High Flow Diversions/Excess Flow Recharge					\$ 26,000.00		\$ 26,000.00	\$ 39,000.00	\$ 65,000.00	60.00%	40%	\$ -	\$ -	\$ 65,000.00
Western ID Recharge Pit Construction and Rehab	1076	\$ -	\$ -	\$ 21,099.77	\$ -	\$ -	\$ 21,099.77	\$ 31,649.66	\$ 52,749.43	60.00%	40%	\$ -	\$ -	\$ 52,749.43
NPNRD Schanemann Project		\$ -	\$ 49,876.10	\$ -			\$ 49,876.10	\$ 74,814.15	\$ 124,690.25	60.00%	40%	\$ -	\$ -	\$ 124,690.25
NPNRD Perm Retired Project		\$ -	\$ 121,166.40	\$ -			\$ 121,166.40	\$ 181,749.60	\$ 302,916.00	60.00%	40%	\$ -	\$ -	\$ 302,916.00
TPNRD - NCORPE #2		\$ -	\$ -	\$ -	\$ -	\$ 1,498,140.30	\$ 1,498,140.30	\$ 2,247,210.45	\$ 3,745,350.75	60.00%	40%	\$ -	\$ -	\$ 3,745,350.75
TBNRD High Flow Diversions		\$ -	\$ -	\$ -		\$ -	\$ 43,333.33	\$ 65,000.00	\$ 108,333.33	60.00%	40%	\$ -	\$ -	\$ 108,333.33
NPNRD Temp Project		\$ -	\$ 267,644.70	\$ -	\$ -	\$ -	\$ 267,644.70	\$ 401,467.05	\$ 669,111.75	60.00%	40%	\$ -	\$ -	\$ 669,111.75
<b>Totals by Contributor</b>		\$ 637,551.98	\$ 438,687.20	\$ 21,099.77	\$ 151,800.00	\$ 2,695,266.67	\$ 3,987,738.94	\$ 5,981,608.42	\$ 9,969,347.36	60.00%	40%	\$ 6,088.79	\$ -	\$ 5,025,034.07
Total Budget		\$ 1,568,266.67	\$ 758,133.33	\$ 758,133.33	\$ 820,200.00	\$ 2,695,266.67	\$ 6,600,000.00	\$ 9,900,000.00						
Remaining Financial Commitments by Contributor, Pending Contracts		\$ 930,714.69	\$ 319,446.13	\$ 737,033.56	\$ 668,400.00	\$ 0.00	\$ 2,612,261.06	\$ 3,918,391.58						


July 1, 2019 thru September 30, 2019

Expended Dollars

Project	Cnt #	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	Total Project (Local + Net)	NET %	% Local Match to NET Grant	DNR General Fund	Other Project Dollars	Total by Project
N-CORPE	778	\$ -	\$ -	\$ -	\$ -	\$ 976,673.06	\$ 976,673.06	\$ 1,465,009.59	\$ 2,441,682.65	60.00%	40%	\$ -	\$ -	\$ 2,441,682.65
Western ID MOA	1010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
Platte Valley ID MOA	1011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
Suburban ID MOA	1012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
Keith-Lincoln	1013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
Paxton Hershey	1014	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
CPNRD Easement Packages	1119	\$ 180,885.31	\$ -	\$ -	\$ -	\$ -	\$ 180,885.31	\$ 271,327.97	\$ 452,213.28			\$ -	\$ -	\$ 452,213.28
CPNRD Recharge Pits/Detention Pond		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
TBNRD/CNPPID - Rainwater Basin Joint Venture	1021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
TBNRD/CNPPID - Rainwater Basin Joint Venture Phase 2		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
TBNRD High Flow Diversions/Excess Flow Recharge		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
Western ID Recharge Pit Construction and Rehab	1076	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
NPNRD Schanemann Project		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
NPNRD Perm Retired Project		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
TPNRD - NCORPE #2		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
TBNRD High Flow Diversions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
NPNRD Temp Project		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
<b>Total by Contributor</b>		\$ 180,885.31	\$ -	\$ -	\$ -	\$ 976,673.06	\$ 1,157,558.37	\$ 1,736,337.56	\$ 2,893,895.93	0.60	0.40	\$ -	\$ -	\$ 2,893,895.93

# NORTH PLATTE

## Natural Resources District



Chimney Rock  
on the Oregon Trail

P.O. Box 280 • 100547 Airport Rd. • Scottsbluff, NE 69363-0280 • Phone: 308 632-2749 • Fax: 308 632-4346

To: PBC Administrators  
From: John Berge, North Platte Natural Resources District  
Date: October 1, 2019  
Subject: Intention to Request Reimbursement for Excess Flows Diversions in the North Platte NRD

Per a request from Jennifer Schellpeper, I am providing information pertaining to excess flows diversions in the North Platte Natural Resources District (NPNRD) and expressing our intent to seek 60% reimbursement from the Water Resources Cash Fund (WRCF) for payments we will make to our surface water partners. The information below is based on maximum diversions, and is likely approximated high by comparison to what we will actually seek.

IRRIGATION DISTRICT/CANAL COMPANY	MAXIMUM CFS	END IRRIGATION/BEGIN RECHARGE	APPROVED/EFFECTIVE DATE
CASTLE ROCK	88	9/12/19	9/13/19
WINTERS CREEK	50	9/15/19	9/15/19
ENTERPRISE	40	9/16/19	9/16/19
CENTRAL	33	9/14/19	9/17/19
MITCHELL	100	9/15/19	9/20/19
GERING	75	9/20/19	9/20/19
CHIMNEY ROCK	60	9/20/19	9/20/19
BRIDGEPORT/BELMONT	100	9/20/19	9/20/19
FARMERS	500	9/20/19	TBD – unlikely
NORTHPORT	150	10/1/19	TBD - unlikely

As of this writing, all districts except for Farmers and Northport are diverting for excess flows. The maximum total amount diverted is 546 cfs. We are continuing to monitor the situation with regard to Farmers and Northport, and in the event that they are allowed to divert, this would add an additional 650 cfs to the total. We recognize that this is unlikely given the changes in target flows at Grand Island. There are two scenarios for reimbursement:

- 1) Maximum Diversions apart from Farmers and Northport: 546 cfs x \$150 per cfs = \$81,900  
NPNRD Request for Reimbursement 60% of \$81,900 = \$49,140
- 2) Maximum Diversions including Farmers and Northport: 1196 cfs x \$150 per cfs = \$179,400  
NPNRD Request for Reimbursement 60% of \$179,400 = 107,640

I have also attached a draft contract for reimbursement for your review.

Please consider at your October 2, 2019 PBC Meeting.

**CONTRACT BETWEEN**  
**THE STATE OF NEBRASKA DEPARTMENT OF NATURAL RESOURCES**  
**AND**  
**NORTH PLATTE NATURAL RESOURCES DISTRICT**  
**For the Excess Flows/Groundwater Recharge Project**

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This Agreement is entered into as of the effective date by the North Platte Natural Resources District (NPNRD) and the State of Nebraska, Department of Natural Resources (NeDNR).

WITNESSETH:

WHEREAS, the NPNRD is a political subdivision of the State of Nebraska and is authorized by the laws of the State of Nebraska, including but not limited to *Neb. Rev. Stat. §2-3233*, to acquire and dispose of water rights and regulate ground water within management areas; and

WHEREAS, the NeDNR, the NPNRD and other local and state agencies are Parties to the Platte Basin Water Project Coalition Interlocal Cooperation Agreement (PBC) in order to more efficiently use their funds and powers to meet the terms of the NPNRD and NeDNR joint Integrated Management Plan (IMP); and

WHEREAS, the project is intended to offset depletions to the North Platte River; and

WHEREAS, the PBC administrators approved participation in the Excess Flows/Groundwater Recharge ("Project") as shown on Attachment A;

WHEREAS, NeDNR and NPNRD have an interest in the long-term success of this Project for the purpose of meeting the goals and objectives of the NPNRD Integrated Management Plan (IMP); and

WHEREAS, NeDNR agrees to reimburse NPNRD for portions of Project costs that were incurred after September 12, 2019, and prior to the effective date of this agreement and for costs incurred through the end of the Project; and

WHEREAS, a portion of funding for this Project will come from the Water Resources Cash Fund (WRCF) which may be used to aid management actions taken to reduce consumptive uses of water or to enhance stream flows or ground water recharge in river basins.

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

**SECTION 1. TERM OF AGREEMENT**

This Agreement shall become effective on \_\_\_\_\_ and shall remain in effect until (1) the Project is discontinued on or before May 15, 2022, or (2) this Agreement is terminated by either Party upon thirty days' written notice to the other Party.

**SECTION 2. PROJECT OWNERSHIP & OPERATIONS**

The Excess Flows/Groundwater Recharge Project is developed, managed, and operated by the NPNRD, in accordance with all permits issued by NeDNR. An excess flows agreement and task order used by NPNRD pursuant to NeDNR excess flow permits issued to participating irrigation districts and canal companies are attached to this Agreement as Attachment B.

**SECTION 3. DATA AND STREAMFLOW CALCULATIONS**

(a) The NPNRD agrees that NeDNR, which has provided necessary funding for the development of this Project, has an interest in the Project. More specifically, all data generated as part of this Project will be shared between NPNRD and NeDNR annually as part of the annual review and reporting process specified in the IMP, or more frequently as needed for collaboration between the NPNRD and NeDNR. Further, as described in the IMP between NeDNR and NPNRD, in determining the amount of accretions to the stream, NPNRD and NeDNR will agree on the best available data, tools, and methods to utilize for calculating these accretions. These calculations will determine the timing and location of streamflow changes due to the development of this Project. Accretions to streamflow will be for the benefit of both the NPNRD and NeDNR in meeting the terms of the IMP.

**SECTION 4. PROJECT COSTS AND INTEREST OF THE WRCF**

- (a) Of the total project costs, the contributions for reimbursement from the WRCF will not exceed 60%; more specifically, the project costs will be split as follows:
1. WRCF – 60%
  2. NPNRD – 40% plus any unreimbursed costs
- (b) Total project costs include payments made to each irrigation district or canal company participating in the Project, which have been calculating according to the terms of the excess flow agreement (Attachment B). The table below shows a breakdown of the estimated costs and the split between the WRCF and NPNRD.

<b>Project Component</b>	<b>WRCF</b>	<b>NPNRD</b>	<b>Total</b>
Estimated Excess flows payments	\$107,640.00	\$71,760.00	\$179,400.00

(c) Upon termination pursuant to Section 1, all Project benefits will be assigned to the depletion offset requirements of the IMP. For that purpose, assigned benefits will survive the termination of this agreement.

## **SECTION 5. PAYMENT AND BILLING**

- (a) The NPNRD shall submit invoices to Jennifer Schellpeper, Department Representative on the PBC (or any successor entity), Nebraska Department of Natural Resources, P.O. Box 94676, Lincoln, NE 68509-4676. Invoices shall include the NeDNR contract number and set forth each cost separately with enough detail to understand its purpose and price. Invoices for reimbursable costs must be accompanied by a copy of the original invoice to NPNRD and copies of cancelled checks or comparable evidence of payment and must follow NeDNR procedures for reimbursement. Payment shall be made within ninety (90) days of receipt of invoices.
- (b) Upon termination pursuant to Section 1, NPNRD, for up to ninety (90) days thereafter, upon proper presentation of invoices and cancelled checks within such ninety (90) days, may be reimbursed for its costs prior to termination if NeDNR has funds available in the WRCF for such purpose.

## **SECTION 6. PROJECT ACCOUNTING**

- (a) The NPNRD will provide NeDNR with annual accounting spreadsheets by September 1 of each year that include project monies contributed by all Parties, and where those dollars are spent.
- (b) NPNRD shall maintain records adequate to document its expenditures. Such files shall be available for inspection by personnel of NeDNR and by representatives of the State Auditor's office during normal business hours of the NPNRD. In the event that the NeDNR Director becomes aware of a violation of the contract between the NPNRD and NeDNR, the NeDNR shall provide NPNRD with notice of such violation(s) and if NPNRD does not cure such violation(s) within seven (7) days of said notice, the Director may terminate the contract and/or demand reimbursement of any state funds related to such violation. In accordance with the statutory constraints of the WRCF, no dollars may be spent on administrative costs or salaries by NPNRD.

## **SECTION 7. GENERAL PROVISIONS**

- (a) Amendments. Either Party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by and between the Parties to this Agreement shall be incorporated by written instrument, executed and signed by both Parties to this Agreement.
- (b) Availability of Funds. Each payment obligation of NeDNR is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the Project, the Agreement may be terminated. NeDNR shall notify NPNRD within thirty (30) days when a shortage of funds is anticipated. No penalty shall accrue to either Party if this provision is exercised, and neither Party shall be obligated or liable for any future payments due or for any damages as a result of



termination under this section, except that both Parties will be responsible for any costs accrued prior to such notice, following the schedule described in Section 4.

- (c) Indemnification. Neither the NeDNR nor the State of Nebraska shall be liable for any damage or compensation payable with respect to or in consequence of any accident or injury to any workman or other person in the employment of NPNRD that would be covered by Worker's Compensation insurance, liability insurance, or otherwise, save and except an accident or injury resulting from a negligent or wrongful act or omission, or intentional act of the NeDNR. The NPNRD shall indemnify, defend, and hold harmless the NeDNR and the State of Nebraska against all such damages, compensation, and against all claims, proceedings, costs, charges, attorney's fees, and expenses whatsoever, except those arising out of an accident or injury resulting from a negligent or wrongful act or omission, or intentional act of the NeDNR.
- (d) Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third Party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The Parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- (e) Assignment. Neither Party to this Agreement may assign or transfer any rights or obligation under this Agreement without prior written approval of the other Party.
- (f) Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.
- (g) Severability/Waiver. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect. One or more waivers by either Party of any provision, term, condition, or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.
- (h) Dispute Resolution. The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to this Agreement, or to a material breach, including its interpretation, performance, or termination. The Parties shall without delay continue to perform their respective obligations under this Agreement which are not affected by the dispute. Any Party may invoke the dispute resolution process set forth in this paragraph by giving the other Party written notice of its intent to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Each Party shall designate, within five (5) working days of the notice a representative who shall attempt to resolve the dispute. If the designated representative cannot resolve the dispute within 30 days of the notice, the Parties may resort to any remedy available under law.

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

**SECTION 8. PROJECT CONTACTS**

The NPNRD's Project Contact for this Agreement is:

John Berge  
100547 Airport Rd.  
P.O. Box 280  
Scottsbluff, NE 69363-0280  
Telephone: (308) 632-2749  
Email: JBerge@nprnd.org

The NeDNR's Project Contact for this Agreement is:

Jennifer J. Schellpeper  
301 Centennial Mall South  
Lincoln, Nebraska 68509-4676  
Telephone: (402) 471-2899  
Email: jennifer.schellpeper@nebraska.gov

All correspondence, other communication and notice will be provided by and to Project Contacts.

**SECTION 9. SIGNATURES**

In witness whereof, the Parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The Effective Date of this Agreement shall be the date of last signature below.

**NORTH PLATTE NATURAL RESOURCES DISTRICT**

\_\_\_\_\_  
John Berge, General Manager

\_\_\_\_\_  
Date

**STATE OF NEBRASKA, DEPARTMENT OF NATURAL RESOURCES**

\_\_\_\_\_  
Gordon W. Fassett, P.E., Director

\_\_\_\_\_  
Date

ATTACHMENT A

PBC Meeting Minutes

**ATTACHMENT B**

Excess flows agreements and task orders used for all agreements

Tri-Basin NRD  
1723 Burlington  
Holdrege, NE 68949



Phone: (308) 995-6688  
Toll Free: 1-877-995-6688  
Fax: (308) 995-6992  
Email: [tribasin@tribasinprd.org](mailto:tribasin@tribasinprd.org)

General Manager  
JOHN THORBURN

## Memo

December 1, 2019

Chairman  
DAVID OLSEN  
Minden, Nebraska

To: PBC Administrators

Vice Chairman  
BRADLEY LUNDEEN  
Wilcox, Nebraska

From: John Thorburn, TBNRD Manager 

Subject: High Platte Flow Diversions into CNPPID canal system

Secretary  
TODD GARRELTS  
Holdrege, Nebraska

Treasurer  
JOE BILKA  
Holdrege, Nebraska

BRIAN BERGSTROM  
Axtell, Nebraska

MIKE CAVANAUGH  
Minden, Nebraska

ED HARRIS  
Loomis, Nebraska

PHYLLIS JOHNSON  
Bertrand, Nebraska

JOE LARSON  
Loomis, Nebraska

DAVID RAFFETY  
Kearney, Nebraska

LARRY REYNOLDS  
Lexington, Nebraska

RAY WINZ  
Holdrege, Nebraska

Tri-Basin NRD relies on diversions of excess flows from the Platte into the Central Nebraska Public Power and Irrigation District (CNPPID) canals and Elwood Reservoir as our primary mechanism for maintaining compliance with depletion offset requirements in our Integrated Water Resources Management Plan (IMP) for the Platte Basin portion of the NRD. Groundwater recharge resulting from these diversions seeps into the ground and then moves laterally toward the Platte and its tributaries, offsetting impacts of post-1997 groundwater uses on the Platte watershed. Based on analysis of previous excess flow diversions into Elwood Reservoir and E-65 canal system (Burgert et al, 2018), it is anticipated that 100% of water diverted during fall and winter excess flow diversions infiltrates into the reservoir bottom and canal bed within a matter of a few months. The infiltrated water reaches the aquifer and a portion of it moves laterally toward Plum Creek and the Platte River. The bulk of the water that reaches the river or the creek will return within ten years, with small residual accretions occurring for at least another 40 years. We recently signed a new agreement with CNPPID and the Department of Natural Resources (copy attached) that will enable us to utilize CNPPID's canal system to divert excess flows for purposes of IMP compliance and groundwater recharge through 2023.

Tri-Basin NRD anticipates that CNPPID will divert 3000 acre-feet for our offset purposes this winter. Cost of diversions and release of diverted water from Elwood Reservoir is expected to be no more than \$147,500. We are requesting \$88,500 in Platte Basin Coalition funding to assist with this expense.

Thank you for your consideration of this request.



NeDNR Contract # 1150

**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 AGREEMENT made and entered into this 25<sup>th</sup> day of November, 2019, 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" or "DNR". Sometimes hereinafter Central, State and Tri-Basin shall be collectively referred to as "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, Central is the owner of the E65 Canal and Elwood Reservoir as shown on Exhibit A; and

WHEREAS, in November 2018 Central was granted an order from the DNR for a "Temporary Permit to Appropriate Water for Groundwater Recharge via the E65 Canal, Phelps Canal, Elwood Reservoir, and Cottonwood Ranch Complex, Cottonwood Waterfowl Production Area (WPA), Funk Lagoon WPA, Johnson WPA, Linder WPA, and Victor Lakes WPA" (hereinafter "Appropriation") and will request future necessary appropriations from DNR; and

WHEREAS, the State and Tri-Basin desire Central to provide groundwater recharge on the E65 Canal and in Elwood Reservoir for purposes of enhancing Platte River stream flows, studying groundwater recharge, sustaining groundwater supplies for the benefit of Tri-Basin's constituents, and implementing the State/Tri-Basin joint Integrated Management Plan (IMP); and

WHEREAS, Central desires to provide such recharge services within the red highlighted areas shown in Exhibit A; and

WHEREAS, Central also has an agreement with the Platte River Recovery and Implementation Program (Platte Program) for recharge services using Elwood Reservoir; and

WHEREAS, the State/Tri-Basin funds that will support implementation of this Agreement on an annual basis will be authorized by the annual Platte Basin Coalition (PBC) budget.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein contained and the terms and conditions hereinafter set forth, it is hereby covenanted and agreed:

1. WATER SERVICE.

a. During the term of this Water Service Agreement, (hereinafter "Agreement"), Central will provide the State and Tri-Basin with groundwater recharge via seepage through the E65 Canal and Elwood Reservoir for the purposes described above. The Total Amount Diverted shall consist of diversions into Elwood Reservoir and the

E65 Canal during the non-irrigation season. That part of the Total Amount Diverted that is pumped into Elwood Reservoir shall be divided into a 50% share for the Platte Program and a 50% share for Tri-Basin/State. The water billed to Tri-Basin/State for the Total Amount Diverted shall not exceed the amount authorized by Tri-Basin/State as set forth in the written notices provided to Central under Paragraph 1.b. of this Agreement and the annual budget for this Agreement established by Tri-Basin/State through the PBC. 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 and/or annubar measurements, 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.

b. Central will provide a written notice to the State and Tri-Basin when flows are available for diversion into the E65 Canal and/or Elwood Reservoir for recharge under the Appropriation. The State and Tri-Basin shall provide written notice to Central of the date when delivery into the E65 Canal and/or Elwood Reservoir may begin and a maximum amount of water to be diverted into the E65 Canal and/or Elwood Reservoir. Such annual maximum amount of water will be calculated based on the annual budget established by the State and Tri-Basin through the PBC. Central will then begin diversions in accordance with this Agreement and such written notice provided by the State and Tri-Basin. If the State and Tri-Basin requests, in writing, that Central not deliver, reduce, or cease diversions, Central agrees to not deliver, reduce, or cease diversions as soon as practicable and the State and Tri-Basin's portion of diversions under this Agreement will be made available to the Platte Program.

c. During the term of this Agreement, the State and Tri-Basin may request that water diverted under the Appropriation and this Agreement into Elwood Reservoir be released into the E65 Canal for the same purpose of groundwater recharge. Elwood releases for this purpose will be calculated by utilizing annubar readings at Elwood Reservoir or gate measurements on the E65 Canal.

d. Central may make reasonable adjustments in the Total Amount Diverted and Elwood Reservoir diversions as necessary to account for similar operations from other water sources, or for other reasons as may be appropriate. Central shall consult with the State and Tri-Basin in making such adjustments. All data used by Central regarding the Total Amount Diverted and Elwood Reservoir diversion calculations shall be shared with the State and Tri-Basin. Any adjustments made to the Total Amount Diverted under this section shall not obligate the State or Tri-Basin to pay more than what was authorized pursuant to the annual PBC budget and the written notice under Paragraph 1.b. of this Agreement.

e. Central may reduce or suspend groundwater recharge diversions under this Agreement for good cause, including but not limited to (a) maintenance or construction on the canal or Elwood Reservoir, (b) high groundwater levels, (c) icing conditions, or (d) other operational concerns, all as determined by Central.

f. Any Party shall have the right to terminate the diversions under this Agreement, thus ending this Agreement, by providing notice to the Parties by Wednesday of any week and diversions will cease on the next Sunday at midnight. The notice shall be provided via email to all Parties and include [csteinke@cnppid.com](mailto:csteinke@cnppid.com).

2. **WATER SERVICE CHARGES.** The total annual Water Service Charge submitted by Central shall not exceed the amount annually budgeted by State and Tri-Basin through the PBC. The State and/or Tri-Basin shall pay Central a Water Service Charge as specified in Exhibit B for the water service described above and in conformance with State/Tri-Basin's written notice under Paragraph 1.b. of this Agreement. The State and Tri-Basin will divide the Water Service Charge in a 60/40 split; 60% paid by the State and 40% paid by Tri-Basin. All measurements

made through Central's measuring devices and pumping estimates into Elwood Reservoir, so recorded by Central operating personnel shall be considered final. Central shall invoice the State and Tri-Basin for their respective portions of Water Service Charge on a quarterly basis. Payment shall be due within 60 days of invoice. Central will not invoice State or Tri-Basin for administrative costs or salaries.

3. **TERM.** The term of this Agreement shall commence when this Agreement is signed by all the Parties (the "Commencement Date"), and shall expire on December 31, 2023 unless sooner terminated pursuant to Paragraph 1.f. or Paragraph 12.

4. **DATA SHARING.** The Parties agree to share all hydraulic and hydrologic data collected in association with this Agreement.

5. **WATER APPROPRIATIONS.** The source of supply shall be water which is available pursuant to the Appropriation. The water service described herein shall be consistent with and limited to the terms and provisions of the Appropriation.

6. **FORCE MAJEURE.** Central shall not be liable for any delay or failure to perform its obligations under this Agreement caused by an event or condition beyond the reasonable control of, and without the fault or negligence of Central, including, without limitation, failure of facilities, flood, earthquake, storm, lightning, fire, severe cold or other weather event, epidemic, contamination, war, terrorist act, riot, civil disturbance, labor disturbance, accidents, sabotage, or restraint by court or restrictions by other public authority which delays or prevents performance (including but not limited to the adoption or change in any rule, policy, or regulation or environmental constraints imposed by federal, state or local governments), which Central could not reasonably have avoided by exercise of due diligence and foresight. Upon the occurrence of such an event or condition, the obligations of Central under this Agreement shall be excused and suspended without penalty or damages, provided that Central shall give the State and Tri-Basin prompt written notice describing the particulars of the occurrence or condition, the suspension of performance is of no greater scope and of no longer duration than is required by the event or condition, and Central proceeds with reasonable diligence to remedy its inability to perform and informs the State and Tri-Basin of the actions taken to remedy the consequences of the event or condition.

7. **DEFAULT.** If any Party to this Agreement fails to perform or otherwise breaches any of the terms of this Agreement, then such failure shall constitute a default. In the event of default by any Party, the non-defaulting Party or Parties shall give written notice of the default to the defaulting Party. Following such written notice, the defaulting Party or Parties may cure the default within thirty (30) days. Upon cure, this Agreement shall remain in full force and effect. If the defaulting Party or Parties fails to cure, the non-defaulting Party or Parties shall be entitled to any and all legal and equitable remedies except Central's total liability to the State and Tri-Basin for any loss or damage, including but not limited to special and consequential damages, arising out of or in connection with the performance of this Agreement shall not exceed either the amount of Water Service Charges paid by the State and Tri-Basin to Central pursuant to this Agreement or \$50,000, whichever is less.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties hereto with respect to the water service contemplated hereby and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

9. **AMENDMENT.** No amendment to this Agreement shall be valid unless it is in writing and signed by the Parties hereto.

10. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding on the Parties, their successors and assigns. This Agreement may not be assigned by State or Tri-Basin without the written consent of Central.



11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the law of the State of Nebraska.

12. FUNDING. By execution of this Agreement, the State represents and affirms that it has requested and will make every effort to secure funds for this project. Should the anticipated source of funding no longer be available, the State will use its best efforts to secure alternative sources of funding. If funds ultimately are determined by the State to be not available, the Agreement is voidable by any Party. The State agrees to be responsible for its share of all costs due to Central for water service charges prior to providing notice to Central that funding is no longer available.

13. LAWS. In executing this Agreement, each Party shall be responsible for its compliance with all applicable state and federal laws.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date first stated above.

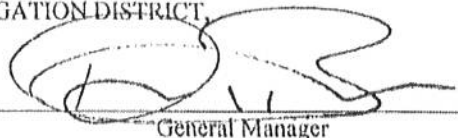
TRI-BASIN NATURAL RESOURCES DISTRICT,

By  \_\_\_\_\_  
General Manager

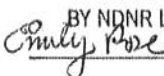
THE STATE OF NEBRASKA,  
ACTING BY AND THROUGH THE NEBRASKA  
DEPARTMENT OF NATURAL RESOURCES,

By  \_\_\_\_\_  
Director

THE CENTRAL NEBRASKA PUBLIC POWER AND  
IRRIGATION DISTRICT,

By  \_\_\_\_\_  
General Manager

**APPROVED**

BY NDNR LEGAL COUNSEL  
 DATE 11-22-19

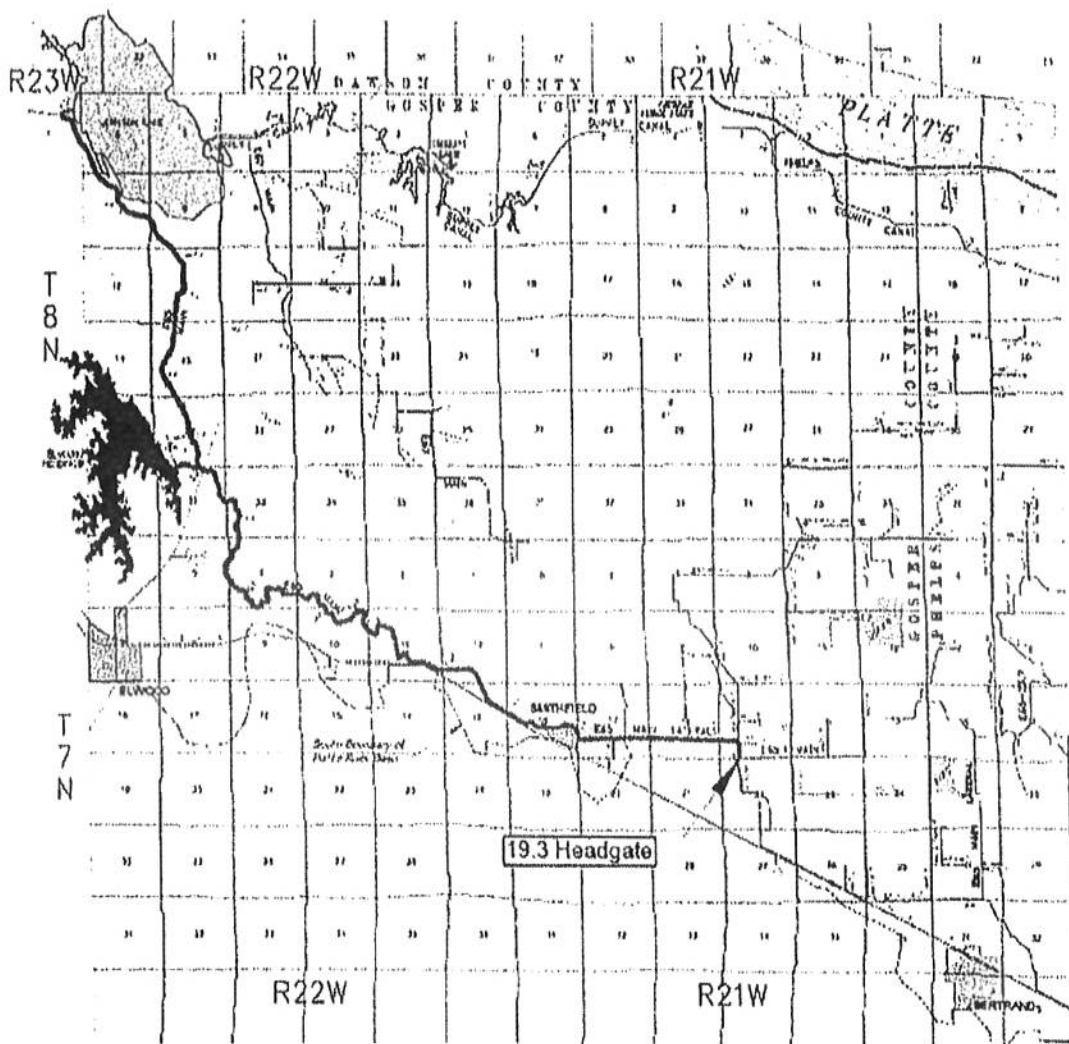



Exhibit "A"



LEGEND

— E E L A E H E

\\npwr\hrm\des\air\val\env\plans\Res E69-195-dwg

 <b>CENTRAL</b> Nebraska Public Power and Irrigation District Holdrege, Nebraska	
<b>PLATTE RIVER EXCESS FLOWS FOR RECHARGE          IN EGS CANAL &amp; ELWOOD RESERVOIR,          GOSPER COUNTY, NEBRASKA</b>	
DATE	TITLE
SCALE	DATE
BY	BY
CHECKED	DATE

<b>Exhibit B</b>			
<b>Water Service Charges</b>			
	<b>Price per Acre Foot Diverted</b>		<b>Price per Day</b>
<b>Year</b>	<b>Elwood Reservoir</b>	<b>E65 Canal</b>	<b>Daily Price for Releases from Elwood Reservoir</b>
2019	\$48.46	\$44.91	\$200.00
2020	\$49.92	\$46.26	\$200.00
2021	\$51.41	\$47.64	\$200.00
2022	\$52.96	\$49.07	\$200.00
2023	\$54.54	\$50.54	\$200.00

## Mosier, Melissa

---

**From:** Schellpeper, Jennifer  
**Sent:** Monday, November 11, 2019 4:58 PM  
**To:** Mosier, Melissa; Jensen, Catherine  
**Subject:** FW: West Basin Recharge Project Update

To be included in the PBC project updates for the rainwater basin project. Please ensure this is shared with the NRD managers and I have this on the annotated agenda for discussion under this project update section.

---

**From:** Duane Woodward <[woodwardhydrology@hamilton.net](mailto:woodwardhydrology@hamilton.net)>  
**Sent:** Monday, November 11, 2019 3:53 PM  
**To:** 'Andy Bishop' <[andy\\_bishop@fws.gov](mailto:andy_bishop@fws.gov)>; 'Jeff Drahota' <[jeff\\_drahota@fws.gov](mailto:jeff_drahota@fws.gov)>; 'Ben Chavez' <[bchavez@ducks.org](mailto:bchavez@ducks.org)>; 'Mitch Messmer' <[mmessmer@ducks.org](mailto:mmessmer@ducks.org)>; 'Brad Krohn' <[brad\\_krohn@fws.gov](mailto:brad_krohn@fws.gov)>; 'Tom Eckroth' <[teckroth@ducks.org](mailto:teckroth@ducks.org)>; 'Cory Steinke' <[csteinke@cnppid.com](mailto:csteinke@cnppid.com)>; 'Chris Buettner' <[clbuettner@cnppid.com](mailto:clbuettner@cnppid.com)>; [duane\\_cuyppers@fws.gov](mailto:duane_cuyppers@fws.gov); 'Dominy, Neil - NRCS, Lincoln, NE' <[Neil.Dominy@ne.usda.gov](mailto:Neil.Dominy@ne.usda.gov)>; 'Hodges, Rebecca - NRCS, Aurora, NE' <[Rebecca.Hodges@ne.usda.gov](mailto:Rebecca.Hodges@ne.usda.gov)>; 'Husbands, James - NRCS, York, NE' <[James.Husbands@ne.usda.gov](mailto:James.Husbands@ne.usda.gov)>; 'Nolan Little' <[nlittle@tribasinrd.org](mailto:nlittle@tribasinrd.org)>; 'John Thorburn' <[jthorburn@tribasinrd.org](mailto:jthorburn@tribasinrd.org)>; 'Niki Messmer' <[niki.messmer@rwbjv.org](mailto:niki.messmer@rwbjv.org)>; Schellpeper, Jennifer <[jennifer.schellpeper@nebraska.gov](mailto:jennifer.schellpeper@nebraska.gov)>; 'John Denton' <[jdenton@ducks.org](mailto:jdenton@ducks.org)>; 'Lamken, Kevin - NRCS, Grand Island, NE' <[Kevin.Lamken@ne.usda.gov](mailto:Kevin.Lamken@ne.usda.gov)>; 'MATT RABBE' <[Matt\\_Rabbe@fws.gov](mailto:Matt_Rabbe@fws.gov)>; 'Eliza Hines' <[eliza\\_hines@fws.gov](mailto:eliza_hines@fws.gov)>; 'Jeff Runge' <[jeff\\_runge@fws.gov](mailto:jeff_runge@fws.gov)>  
**Subject:** RE: West Basin Recharge Project Update

Andy  
Just wanted to give the group a update on Water monitoring. Last week Seim Ag Technology installed 4 new water level monitoring recorders and 2 precipitation recorders. Installation work was done at Victor Lake wetland, Linder wetland, and the upper and middle basins at Funk. The two water level recorders at Funk were installed in the Whitefront Unit near the Texas crossing for the upper basin and in the Center Pool Unit near the outlet structure for the middle basin.

Ben Chavez and I surveyed the ground level or water surface level for each of the wetland basins on Friday the 8<sup>th</sup>. So the water monitoring is in place and ready for water deliveries.

Thanks  
Duane

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**From:** Andy Bishop <[andy\\_bishop@fws.gov](mailto:andy_bishop@fws.gov)>  
**Sent:** Monday, October 07, 2019 11:36 AM  
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**Subject:** RE: West Basin Recharge Project Update

Just wanted to provide everyone an update with regards to the project.

#### Topographic Survey:

- Tom Eckroth had an accident while surveying projects in Wyoming and will not be able to survey the remainder of the Waterfowl Production Areas associated with this project. During this summer Tom made good progress on multiple sites with only the deepest portion of the basins (Cottonwood, Johnson, Linder) needing to be surveyed.
- Mitch plans on coordinating with USFWS WMD to survey Victor Lakes during early October and will visit the remaining sites (Johnson, Linder, Cottonwood) to determine if these sites can be completed with traditional survey techniques or with GPS enabled sonar.
- Mitch will be coordinating with Ben to get all of the stage storage volumes generated for the five properties. Currently the Mallard unit is completed for Funk, but the remaining units need to be completed. Once full surveys are completed on the other four properties stage storage will be generated for these properties as well.
- Once water level instrumentation has been completed DU will collect survey grade location and elevation data.
- Funk Mallard Unit will need to be resurveyed to collect as built elevations to refine stage storage volume estimates for Funk.

#### Monitoring Wells:

- Tri-Basin NRD was able to get the nested well drilled at Johnson WPA along with the single well in late June/early July.
- Single well was drilled at Cottonwood in July. Tri-Basin is working with USFWS to identify a second additional single well at Cottonwood, but location may be a challenge due to outlet structure and canal location.
- All existing wells at Cottonwood WPA have been equipped with level loggers.
- Observation well sites have been determined by Tri-Basin and USFWS for Victor Lakes WPA. Anticipated drilling these wells over the summer, but the July rains postponed plans. Well likely to be drilled in November.
- Linder WPA had locations mapped, but the July rains might have us taking a second look. If drilled this fall will be after the Victor Lakes wells.

#### Planned water deliveries:

- Based on the raise of water levels around the Funk and Johnson WPAs there are no planned water deliveries for these two wetlands. Cottonwood WPA still has water, but no planned deliveries as this will be a priority restoration site next year. Victor Lakes and Linder WPAs are the current priorities for additional recharge water. John currently has funding available for additional deliveries and will be coordinating with Brad and the WMD to determine if additional sites will have water deliveries once we get closer to November 15<sup>th</sup>. Will make sure to evaluate excess flow availability, neighbor concerns, and groundwater levels.

#### Wetland Conditions:

- Funk is at 35% capacity, Cottonwood, Linder, and Johnson are approximately 85% full. Victor Lakes is dry.

#### Soil Surveys:

- Jim Husbands has completed all of the soil surveys for Cottonwood (November 2018), Linder (December 2018), and Victor Lakes (May 2019). Rebecca Hodges has completed all of the surveys for Funk. Roger Grosse is in the process of converting all of this data into a single geodatabase with the corresponding attributes. Geodatabase

will be provided to partners for use in restoration planning. Still need to complete the soils investigation at Johnson once water levels recede.

Construction Status:

- Funk Mallard Unit restoration of a temporary wetland has been completed.
- Channel into the wetland basin at Victor Lakes is currently underway with Central expecting work to be completed by October.
- Linder pipeline and outlet structure will be constructed this fall once crops are out. Goal will be to have infrastructure in place so deliveries could be made if available after November 15<sup>th</sup>.

Grants Update:

- \$33,600 from the Platte Basin Coalition funding was awarded to Tri-Basin Natural Resources District for drilling the additional observation wells needed for Monitoring
- \$100,000 USFWS ES Threatened and Endangered grant awarded to Rainwater Basin Wetland Management District for restoration activities at Linder Waterfowl Production Area
- North American Wetlands Conservation Act grant for \$510,000 for wetland restoration projects associated with the five WPAs
- Nebraska Environmental Trust grant for \$532,000 awarded to the RWBJV for wetland restoration and enhancement work as well as monitoring activities associated with this project

Water monitoring:

- Seim Ag Technology has all of the water monitoring equipment in hand and should be able to install at Victor and possibly the other pools at Funk. Still working to finalize locations at Cottonwood, Linder, and Johnson with the current water conditions.
- Goal will be to instrument the additional pools at Funk and Victor Lakes WPAs this fall prior to additional water deliveries.
- Duane will be coordinating with Brad and Jeff on locations and placement.
- Duane is finishing the recharge the model calibration and runs based on the data from the mallard unit.
- For the other units at Funk, Duane needs to work with Ben to get the remaining stage storage calculations.

Based on all of these updates here are the elements that will be happening in the next Month or two before water deliveries in November.

- Topographic survey of Victor Lakes and deeper wetland portion of the remaining sites (Cottonwood, Johnson, Linder) depending on water levels.
- Instrumentation at the Funk units that were monitored with staff gauges and Victor Lakes remaining sites (Cottonwood, Johnson, Linder) once conditions are suitable.
- Observation wells will be drilled at Victor Lakes.
- Construction at Victor Lakes and Linder.

That's what I have for now. Have a great fall and I will try to get another update out after the fall deliveries.

Andy

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**From:** Andy Bishop <[andy\\_bishop@fws.gov](mailto:andy_bishop@fws.gov)>

**Sent:** Wednesday, May 29, 2019 3:10 PM

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