

North Platte Decree Committee Meeting
DRAFT Final Minutes
April 19, 2017

Attendees:

Representatives of the NPDC:

Carlie Ronca, Bureau of Reclamation (Reclamation)
Erin Light, Colorado Division of Water Resources (CO-DWR) (By Phone)
Patrick T. Tyrrell, NPDC Chair / Wyoming State Engineer's Office (WY-SEO)
Gordon W. "Jeff" Fassett, Nebraska Department of Natural Resources (NE-DNR)

Others in Attendance:

Jeff Cowley	WY-SEO
Brian Pugsley	WY-SEO
Rob Foreman	WY-SEO
Kent Becker	WY-SEO
Steve Wolff	WY-SEO
Tom Hayden	NE-DNR
Tim Freed	NE-DNR
Melissa Mosier	NE-DNR
Mahonri Williams	Reclamation
Lyle D. Myler	Reclamation
Art Hill	Reclamation
Matthew Wells	Reclamation
Michael Smith	Reclamation
Elizabeth Miller	NP NRD
Tracy Zayac	NP NRD
David Fisher	Steamboat ID, IMP Stakeholder
Dennis Strauch	Pathfinder Irrigation District

The NPDC meeting was called to order at 1:00 p.m. MDT on April 19, 2017, at the Panhandle Research and Extension Center in Scottsbluff, Nebraska. Patrick T. Tyrrell, the current NPDC chair, conducted the meeting. The sign-in sheet / attendance list from the meeting is *Attachment A*.

1. Review Agenda and Introduction

A draft proposed agenda was distributed to the NPDC members on March 30, 2017, and a Final Proposed Agenda was distributed on April 3, 2017. Mr. Tyrrell recommended adding 9.1 Update Representative Addresses in Charter (Tyrrell) to the agenda. There were no objections to the amendment. The meeting proceeded per the agenda, which is *Attachment B*.

2. Review and Approve October 2016 Minutes

The minutes for the October 5, 2016 meeting in Torrington, WY were approved (Nebraska motioned for approval and Reclamation seconded) and the signature page was circulated to the committee members for signature. The signature page to the October 2016 minutes is *Attachment C*.

3. Water Administration, Operational/Accounting, Allocation Issues, Other

3.1. Wyoming:

Brian Pugsley stated that the water supply looks like another banner year for Wyoming. Mr. Pugsley did want to discuss some Laramie River storage numbers. Wheatland Irrigation District had good carryover in all reservoirs and Grayrocks Reservoir was full on September 30, 2016. There were 245 active groundwater wells used in 2016. Wyoming will introduce 5,978 AF into the system when natural flow falls below what is required. Mr. Pugsley also pointed out that since this will not be an allocation year he will not be reporting on diversion between Alcova and Guernsey.

3.2. Reclamation:

Mahonri Williams recapped items from the water users meeting held prior to the NPDC meeting. Mr. Williams discussed the current storage and ownership levels of a few reservoirs on the North Platte River. Releases from Guernsey started on April 17, 2017. Mr. Williams comment on the exceptional inflows expected from the Sweetwater River. Normal runoff from the Sweetwater is 50,000 acre feet, and they are forecasting 160,000 acre feet this year. Mr. Williams stated that they are moving water down the system to make room for the runoff and Pathfinder Reservoir is not expected to spill.

Mr. Pugsley pointed out that with the work on Guernsey Reservoir the reservoirs were not physically full, but ownerships were full on paper by accrual.

Mr. Williams described the plan to continue to fill Pathfinder and Kendrick; once those were full they would look utilizing reregulation water to refill evaporation on the ownerships.

Mr. Williams, Mr. Pugsley, and Mr. Strauch had a short discussion on moving water to the Inland Lakes during this season.

Mr. Williams also commented on Glendo Reservoir getting within 6 inches of reaching the flood pool right before the Guernsey gate was finished. Completion of the Guernsey gate work allowed releases to begin from Glendo and Guernsey, and the Glendo Reservoir level began gradually declining.

3.3. Nebraska:

Tom Hayden reported on water supply conditions in Nebraska. There has been about 350 CFS coming in from Wyoming all winter which contributed to the North Platte at Lewellan being between 1200-1600 CFS. The higher numbers show him that the river is finally recovering from the drought. Mr. Hayden noted that there have been very similar amounts of rain and snow the past two years, the only difference being how even the rain has come this year versus the major storms of last year.

Mr. Fassett commented on how Nebraska will be working this year on ground water recharge projects in certain districts since there will be surplus water in the system.

3.4. Colorado:

Erin Light commented on how quickly the snow pack has been coming off the mountain. On February 1, 2017 the North Platte in Colorado was 131% of average then on April 18, 2017 it was down to 89%. Ms. Light stated that she sent out 2016 numbers, which included approximately 110,000 acres of irrigation and 7,700 AF of storage for irrigation purposes in the North Platte River basin of Colorado. Also reported was the amount of water diverted from the North Platte via trans-basin diversions. The Michigan Ditch diverted 630 acre feet into the Cashe La Poudre, and this low number was mainly due to continued construction on that ditch. The 10-year running aggregate for all trans-basin diversions is approximately

35,000 acre feet. Ms. Light doubted that storage would reach the 17,000 acre foot limit. Ms. Light also mentioned that Dick Wolfe will be retiring on July 1, 2017, and his replacement would be another update to the charter.

4. Review and Modify Natural Flow and Ownership Procedures for Water Year 2016 and Part C Supplemental Accounting Procedures for 2017 Allocation Water Year

Wyoming modified the 2017 version only by changing the year from the previous years' version. Reclamation moved to accept the procedures and Nebraska seconded. The procedures are included as *Attachment D*.

5. Pathfinder Irrigation District – Diversion of Natural Flow with Inland Lakes water

Dennis Strauch with the Pathfinder Irrigation District (ID) discussed starting to fill the Inland Lakes the week of April 24, 2017 and then start irrigation deliveries on May 1, 2017, concurrent with continued transfer of Inland Lakes ownership from the mainstem. With Nebraska moving to accept and Reclamation seconding, the motion passed.

6. Replacement Water – Exhibit 10, Paragraph D.3.: Compile information regarding the estimated number of “trigger days”

Reclamation referenced their letter dated March 9, 2017, which calculated 0 groundwater replacement days for 2016. The State of Wyoming also calculated 0 days and is in agreement with Reclamation. The State of Nebraska also agrees with the calculation.

7. Activities Due or to be Initiated by Spring 2017 – Brief Status Reports / Updates

Mr. Tyrrell shared the information from the 12 individual topics in Item 7 on the agenda. A written response from Wyoming is included as *Attachment E*.

8. Platte Basin Weather Stations—Update and Invoice to the NPDC

Jeff Cowley discussed the Invoice from Wyoming taking over maintenance of the four Platte River Weather Stations. The main reason for the increased invoice was upgrading sensors and including man-hours and vehicle use. Steve Wolff mentioned the upgrades will bring all the stations up to ASCE Manual 70 Standards for consumptive use measurements which are very similar to AgriMet Standards which is used by Reclamation. Pat Tyrrell mentioned that the bill would have been much higher if we had gone with the proposal from High Plains.

Mr. Cowley went on to describe the Water Resources Data System (WRDS) is now providing QA/QC of the weather station data and hosting/presenting it on their website. As of April 20, 2017 the website is complete and can be found at the following address.

<http://www.wrds.uwyo.edu/WACNet/WACNet.html>

9. MODIS-Update

Mr. Cowley described what MODIS is (satellite imagery) and how it generates data. He went on to explain how Beth Callaway, with WY SEO, is working with folks at INSTAAR at CU Boulder and NRCS from the Portland, OR office. They are looking at the data from 2000 through 2012 and

comparing it to known runoff amounts to see if it can be used as a “better tool” to predict runoff. Mr. Tyrrell explained how the Governor’s Water Strategy money that was ear marked for Credible Climate and Stream Flow Data was used to fund this study. Mr. Tyrrell went on to explain that if MODIS turns out to be a better forecasting tool for part or all of the snow season that Reclamation may want to know about it and use it.

9.1. Update Representative Addresses in Charter

Mr. Tyrrell pointed out that the WY SEO address has changed since the Charter was written. The WY SEO is now on the 1st Floor West, but that is only temporary as the Herschler and Capital renovation project is underway. Mr. Tyrrell then discussed Page 134 of the Brown Book having what appears to be an incorrect address for Nebraska, Wyoming, and Colorado. Mr. Tyrrell pointed them to the authority in the Brown Book that allows the NPDC to amend things like this as necessary.

It was decided by the group that Mr. Tyrrell would send out an email to the principles to exchange current addresses. An official action will probably take place at the Fall 2017 NPDC meeting.

10. Participant List of the NPDC Committee and Subcommittee Memberships

Mr. Tyrrell updated the Wyoming representative on the Consumptive Use SC to be Charlie Ferrantelli. Mr. Ferrantelli has replaced Brenna Mefford in her position in the Interstate Streams Division of the WY SEO. Mr. Tyrrell will send Tim Freed and email detailing the change so that is may be recorded in the Official Files. He also pointed out the correct spelling for the Groundwater Wells SC chair as George Moser not Moiser.

Tim Freed handed out an updated list of NPDC Representatives and Subcommittee Members for review. The new members to subcommittees were mentioned: Jeff Cowley replaced Rob Foreman as the Wyoming representative on the OFSC, Philip Paitz replaced Colby Osborn as the Nebraska representative on the GWSC and Charlie Ferrantelli replace Brenna Mefford as the Wyoming Representative on the CUSC. The new Natural Flow and Ownership Accounting Ad Hoc SC has Erin Light (CO), Tom Hayden (NE), Art Hill (USBR), and Brian Pugsley (WY) as the initial group of members.

11. Reports of Subcommittees

11.1. Groundwater Wells Subcommittee (GWSC)

Mr. Cowley stated there were no new groundwater well applications reviewed by this subcommittee. The GWSC has no actions or recommendations to bring to the NPDC.

Mr. Tyrrell proposed to the group that all subcommittee reports be accepted at the end instead of one at a time. The group agreed and the acceptance was held until all the subcommittee reports were presented. The GWSC report is *Attachment F*.

11.2. Control Crest Subcommittee (CCSC)

Mr. Pugsley handed out a signed copy of the CCSC report, from the February 28, 2017 meeting and the March 31, 2017 Special Teleconference Meeting. The biggest change to the process was that they now will “Shift to all measurements” instead of looking for a zero shift when measuring each gage. Mr. Pugsley went through the major gages on the river and described the

Rating Table that would be used and the timing of measurements depending on flows. Mr. Pugsley showed the group some pictures of the Stateline Gage and the trees that have washed on top of the control. There are also new sand bars that have been deposited below the cableway. The trees, sand bars, and resulting multiple channels are affecting the measurements and may need to be removed. The CCSC report is *Attachment G*.

11.3. Replacement Water Subcommittee (RWSC)

Mr. Freed reported that at the Fall, 2016 NPDC meeting, the NPDC authorized a change from a five year to a ten year interval between Triangle area surveys. The next survey is scheduled for 2022. The NPDC also asked Wyoming for information about what information the PRRIP acreage inspectors were gathering. That report was attached to the RWSC report. The NPDC also requested the RWSC look into WYSAC performing the survey. Mr. Cowley reported finding a document from NASS reporting 570 contacts instead of the previous number of contacts being about 250. The subcommittee will continue to explore ideas and report progress at the Fall 2017 meeting. The RWSC report is *Attachment H*.

11.4. Consumptive Use Subcommittee (CUSC)

Mr. Freed provided an update on the North Platte River Basin weather stations, specifically the invoice presented earlier by Mr. Cowley. No new questions or comments were presented. Mr. Tyrrell pointed out that the 570 contacts discussed earlier was for the above Guernsey area and not the Triangle area, so there is probably another group of contacts that need to be discovered.

Mr. Freed reiterated the action items from this subcommittee being acceptance of the weather station invoice and for the subcommittee to continue to explore ideas about the survey and report progress at the Fall 2017 meeting. The CUSC report is *Attachment I*.

11.5. Official Files Subcommittee (OFSC)

Mr. Freed distributed the OFSC report and informed the group that all the Official Files in the Share Point inbox had be initialed by the appropriate representatives. Mr. Freed pointed out that the updated NPDC Representative and Subcommittee Membership List is a part of this report. Mr. Freed went on to discuss the other action items in this report, with the main action item being the new contract with the Flatwater Group for their continued work on the document database management. As part of that a sole source agreement is being sought so that the project would not have to go out for bid. Mr. Tyrrell wanted clarification on procurements policies of each NPDC representative so that the sole source agreements would not cause any issues down the road.

Some discussion came about as to who the contract would be with, NPDC and Flatwater or Nebraska Community Foundation (NCF) and Flatwater. The NPDC Representatives determined that the contract would have to be between NCF (on behalf of the NPDC) and Flatwater, and therefore the NPDC would need to be removed from the draft contract. The OFSC report is *Attachment J*.

11.6. Finance Subcommittee (FSC)

Mr. Williams discussed the balances, as of December 31, 2016, of the NPDC held by the NCF. Mr. Williams then went on to describe the three agreements in the FSC Report. The NPDC entered into a Memorandum of Agreement with the NCF and it will expire on May 25, 2017. Therefore a draft Third Amendment is being provided to the NPDC for review only at this time. Mr. Williams knows that each representative has internal processes and attorneys that will need to look this over before it can be signed, but May 25th is the deadline. Mr. Cowley provided the WY SEO Attorney General's edits to the draft third amendment. Mr. Tyrrell wanted to point out that the group could provide conditional approval until the final edits have been made by all parties, but that the minutes should show the approval for the FSC to move forward and get this completed before the deadline of May 25, 2017.

Mr. Williams went on to discuss the Wyoming Weather Station Invoice and the Document Database Invoice. He presented approval pages for each of those invoices, which were then signed. The FSC report is *Attachment K*.

11.7 Ad Hoc Natural Flow and Ownership Subcommittee

Mr. Pugsley reported that this was an add-on the Control Crest SC meeting (see Attachment G). The committee looked at the possibility of replacing Inland Lakes evaporation losses, but due to it being a minimal amount of water and the extra accounting tasks it created the committee agreed to not amend the 2016 NFO procedures. The committee also looked at accounting procedures regarding delivery of CNPPID, WY and EA water. A few issues were brought up, but the committee agreed to table all topics and run through some scenarios on paper before any action would be taken. Mr. Tyrrell pointed out, and Mr. Pugsley agreed, that there was no action item and that the 2016 NFO procedures will be carried over to 2017 without amendment.

Mr. Tyrrell reviewed the reports and the recommendations of each subcommittee. A motion was made to adopt the reports of the subcommittees and their action items by Nebraska and it was seconded by Colorado. The motion carried unanimously.

12. Meeting Summary

Mr. Tyrrell asked for any future agenda items.

Mr. Fassett pointed out that each subcommittee has a lot of work and will have recommendations coming back to the NPDC as future agenda items.

The next meeting is scheduled for November 7, 2017 in Torrington, Wyoming. Location TBD.

The meeting adjourned at 3:15 MDT.



NPDC Attendance Sheet

Date: 4/19/17

Location: Scottsbluff

Printed Name	Representing
1. Jeff Cowley	SEO WY
2. BRIAN PUGSLEY	SEO WY
3. Pat Tyrrell	SEO WY
4. Carlie Ronca	Reclamation
5. Lyle D. Myler	Reclamation
6. Mahonri Williams	Reclamation
7. Tom Hayden	State of ND
8. JEFF FASSETT	Nebraska
9. STEVE WOLFE	WYOMING
10. Rob Foreman	SEO Wyoming
11. KENT BECKER	SEO Wyoming
12. Elizabeth Miller	NPNRD
13. MELISSA MOSEK	NE DNR
14. Matthew Wells	Reclamation
15. Art Hill	Reclamation
16. Michael Smith	Reclamation
17. Tracy Zayac	NPNRD
18. Dennis Strauch	Pathfinder ID
19. David Fisher	Steamboat ID, IMP stakeholder
20. Tim Freed	Nebraska DNR

FINAL AGENDA

North Platte Decree Committee (NPDC) Meeting
1:00 p.m. Mountain Time, April 19, 2017
Panhandle Research and Extension Center
4502 Avenue I, Scottsbluff, NE
Conference Call # 308-632-1243

1. Review Agenda and Introductions
2. Approve Minutes from October 2016 Meeting
3. Water Administration, Operational/Accounting, Allocation Issues, Other
 - 3.1 Wyoming
 - 3.2 Bureau of Reclamation
 - 3.3 Nebraska
 - 3.4 Colorado
4. Review and Modify Natural flow and Ownership Procedures for Water Year 2017 and Part C Supplemental Accounting procedures for 2017 Allocation Water Year (all)
5. Pathfinder Irrigation District – Diversion of Natural Flow with Inland Lakes water
6. Replacement Water – Exhibit 10, Paragraph D.3.: Compile information regarding the estimated number of “trigger days” (Reclamation).
7. Activities Due or to be Initiated by Spring 2017 – Brief Status Reports/Updates (as per settlement timeline adopted April 12, 2002)
 - 7.1. Exhibit 4, Paragraph IV.A. & C.: Accounting of Intentionally Irrigated Lands from Surface Water Sources upstream of Guernsey Reservoir and Transfers and Reporting pursuant to Paragraph II(e) of the Modified Decree (Wyoming)
 - 7.2. Exhibit 4, Paragraph V.: Maintenance of Data and Records Supporting the Annual Intentionally Irrigated Acreage Report (Wyoming)
 - 7.3. Exhibit 4, Paragraph IV.B.: Amount of intentionally irrigated acreage from hydrologically connected groundwater included in annual report (Wyoming)
 - 7.4. Exhibit 5, Paragraph II.: Wyoming will begin recording, compiling, and reporting to the NPDC cumulative irrigation diversions of surface water from the main stem between Pathfinder and Guernsey during each two-week period beginning on May 1st during allocation years (Wyoming)
 - 7.5. Exhibit 6, Paragraph D.3.: Report of Consumptive Use Calculations (Due May 15th) (Wyoming)
 - 7.6. Exhibit 10, Paragraph C.1.c.: Initiation of the Delivery of Required Replacement Water (Wyoming)
 - 7.7. Exhibit 10, Paragraph C.1.d.: Complete and Report to the NPDC the list of active baseline wells (Wyoming)
 - 7.8. Exhibit 10, Paragraph D.1.: Collect and Provide to the NPDC groundwater pumping data (Wyoming)

- 7.9. Exhibit 12, Paragraph IV.A.: Accounting of Intentionally Irrigated Lands from Surface Water Sources in the Lower Laramie Basin and Transfers (Wyoming)
 - 7.10. Exhibit 12, Paragraph V.: Maintenance of Data and Records Supporting the Annual Intentionally Irrigated Acreage Report (Wyoming)
 - 7.11. Exhibit 12, Paragraph IV.B.: Amount of intentionally irrigated acreage from hydrologically connected groundwater included in annual report (Wyoming)
 - 7.12. Exhibit 13, 14, and 15: Monthly Water Rights Reporting and Annual Report of water pumped from post 2000 wells in Wheatland Irrigation District (Wyoming)
- 8. Platte Basin Weather Stations—Update and Invoice to the NPDC (Cowley)
 - 9. MODIS—Update (Cowley)
 - 9.1 Update Representative Addresses in Charter (Tyrrell)
 - 10. Participant List of NPDC Committee and Subcommittee Memberships
Approval of new committee members and chairpersons
 - 11. Reports of Subcommittees
 - 11.1. Ground Water Wells Subcommittee (Chair: Moser)
 - 11.2. Control Crest Subcommittee (Chair: Pugsley)
 - 11.3. Replacement Water Subcommittee (Chair: Freed)
 - 11.4. Consumptive Use Subcommittee (Chair: Freed)
 - 11.5. Official Files Subcommittee (Chair: Freed)
 - 11.6. Finance Subcommittee (Chair: Williams)
 - 11.7. Ad Hoc Natural Flow and Ownership Subcommittee
 - 12. Meeting Summary
 - 12.1. Future Agenda Items
 - 12.2. Schedule Fall 2017 NPDC Meeting and Location



NPDC Final Minutes – October 5, 2016 Meeting Signature Page

Final October 5, 2016 NPDC Meeting Minutes

Attachment A – Fall 2016 NPDC Attendance

Attachment B – Fall 2016 NPDC Agenda Signature Page

Attachment C – April Meeting Minutes

Attachment D – GWSC Report

Attachment E – CUSC Report

Attachment F – RWSC Report

Attachment G – FSC Report

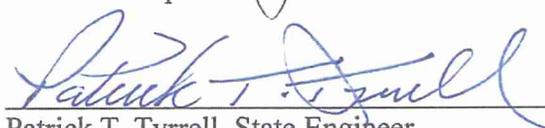
Attachment H – OFSC Report

These minutes were approved at the April 19, 2017 NPDC Meeting.

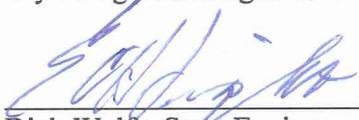
Signatures of Approval:



Gordon W. "Jeff" Fassett, Director
Nebraska Department of Natural Resources



Patrick T. Tyrrell, State Engineer
Wyoming State Engineer's Office



Dick Wolfe, State Engineer
Colorado Division of Water Resources



Carlie Ronca, Area Manager
Bureau of Reclamation

NORTH PLATTE RIVER NATURAL FLOW AND OWNERSHIP
ACCOUNTING PROCEDURES FOR WATER YEAR 2017

The parties to these criteria agree that administration and operation under this agreement are to conform with Wyoming and Nebraska state laws, the U.S. Reclamation Law, and the Modified Decree of the U.S. Supreme Court Decree entered on November 13, 2001 in *Nebraska v. Wyoming* (“Modified Decree”).

These ownership accounting and natural flow computing procedures shall be subject to review and modification annually by the North Platte Decree Committee (“NPDC”) pursuant to Paragraph II of the Final Settlement Stipulation in *Nebraska v. Wyoming* and Article VA.9. of the North Platte Decree Committee Charter (Exhibit G to the Final Settlement Stipulation). The procedures shall not be considered as applicable for any year not adopted. Conditions arising in exception to these procedures will be resolved by agreement of the NPDC.

PART A.

STORAGE OWNERSHIP ACCOUNTING PROCEDURE

The North Platte system storage ownership shall equal the total storage in Seminoe, Kortez, Pathfinder, Alcova, Gray Reef, Glendo, and Guernsey Reservoirs and any Pathfinder or Guernsey Ownership water that has been transferred to and is stored in the Inland Lakes, except for water held in storage under separate contract for other entities by the Bureau of Reclamation or waters held in temporary storage.

All storage ownerships are to be filled in order of priority as provided for by Paragraph III of the Modified Decree, Wyoming State Law and as water becomes available. Any water bypassed or spilled is to be charged to the ownership then in priority, which ownership may not then be refilled until all other appropriations from the river have been satisfied. No storage ownership delivery or evaporation charges will be assessed when water is being spilled from the system.

A one-day time lag will be used in computing the evaporation chargeable to each ownership. Evaporation chargeable today is considered to be equal to yesterday’s total actual evaporation.

A. Pathfinder - 1,070,000 A.F. (current capacity) Priority Date - 12/06/04

1. All river gains upstream of Pathfinder Dam for the October 1 through April 30 period are to accrue to this ownership until filled. Gains May 1 through September 30 in excess of natural flow demands may accrue to Pathfinder ownership until filled.
2. Any Pathfinder ownership in Guernsey Reservoir on September 30 will remain in Pathfinder ownership after October 1. This water will not transfer to Guernsey ownership, but will remain in Pathfinder ownership and may be transferred upstream as Guernsey ownership or the Inland Lakes accrue water. Pathfinder ownership transferred to the Inland Lakes will remain in Pathfinder ownership.

Natural Flow and Ownership Accounting Procedures
Water Year 2017

3. The Pathfinder evaporation charge is computed as though all Pathfinder ownership is in Pathfinder Reservoir except for that portion which may be in Guernsey Reservoir which shall be computed at the same rate as that of Guernsey Reservoir.

B. Inland Lakes - 46,000 A.F. (accrual) Priority Date - 12/06/04

Pursuant to Paragraph III of the Modified Decree, natural flow may be stored from the North Platte River in or for the account of the Inland Lakes as follows:

1. During the months of October, November, and April, gains between Alcova Dam and Guernsey Dam will accrue to the Inland Lakes account, up to a total of 46,000 A.F., and at a rate not to exceed 910 cubic feet per second. These gains may be stored in Guernsey and Glendo Reservoirs and later transferred to the Inland Lakes. The transfer is to be completed before any natural flow is diverted into the Interstate Canal for all years the Allocation forecasted supply is less than 1.1 million AF. If the Allocation forecasted supply is 1.1 million AF or greater, Pathfinder Irrigation District may request and obtain approval from the NPDC to make deliveries of Natural Flow to Wyoming and Nebraska appropriators in addition to the transfer of storage water to the Inland Lakes.
2. Evaporation will be charged to this ownership for water stored in upstream reservoirs at the rate determined for the reservoir where stored.
3. The amount of water transferred from this account to the Inland Lakes shall not exceed 46,000 A.F. annually less evaporation losses, measured into the Interstate Canal if other water is being released and at Guernsey if only Inland Lakes water is being released. When natural flow is being delivered as provided in paragraph B1, the storage transfer amount will be specified by Pathfinder Irrigation District at the time of request and thereafter, and the rate of transfer of Inland Lakes storage shall not be less than 700 cfs per day. Accounting of the natural flow and storage transfer will be calculated at the Whalen diversion dam.
4. Reclamation will maintain and make available to Wyoming and Nebraska records accounting for all water stored in the Inland Lakes or accrued to the Inland Lakes account on a daily basis.
5. Nothing in these procedures is intended to restrict the delivery of North Platte Project storage water to the Inland Lakes.

C. Guernsey - 45,612 A.F. (current capacity) Priority Date - 04/20/23

1. Until Pathfinder ownership has filled, river gains between Pathfinder Dam and Guernsey Dam for the October 1 through April 30 period and not credited to the Inland Lakes will accrue to Guernsey ownership until filled. After Pathfinder ownership has filled, all gains upstream of Guernsey Dam for the

Natural Flow and Ownership Accounting Procedures
Water Year 2017

October 1 through April 30 period and not credited to the Inland Lakes will accrue to Guernsey ownership until filled. Gains May 1 through September 30 in excess of natural flow demands may accrue in priority to Guernsey ownership until filled.

2. The Guernsey evaporation charge is computed as though all Guernsey ownership is in Guernsey Reservoir.
 3. The Division 1 Superintendent in the Wyoming Board of Control Torrington office and the Bridgeport Field Supervisor of the Nebraska Department of Natural Resources will be notified, in a timely manner, of all releases made by the Bureau of Reclamation to fulfill contractual obligations to Federal contractors.
 4. Following coordination among Wyoming, Nebraska and Bureau of Reclamation personnel, water will be released from Guernsey Reservoir after April 30 for natural flow calls upon the river. When Guernsey Reservoir releases exceed the computed natural flow of the river at this point, then the difference shall be accounted as a release of storage water.
 5. Guernsey ownership transferred to the Inland Lakes will remain in Guernsey ownership.
- D. Kendrick - 1,201,678 A.F. (current capacity; Seminoe - 1,017,273 A.F., Alcova - 184,405- A.F.) Priority Dates (Seminoe - 12/01/31, Alcova - 04/25/36)
1. All gains upstream of Seminoe Reservoir for the October 1 through April 30 period after Pathfinder and Guernsey ownerships have filled are to accrue to Kendrick (Seminoe) ownership until filled. Likewise, all gains upstream of Alcova Reservoir for the October 1 through April 30 period after Pathfinder and Guernsey ownerships have filled are to accrue to Kendrick (Alcova) ownership until filled. Gains May 1 through September 30 in excess of natural flow demands may accrue to the Kendrick ownership until filled.
 2. The evaporation chargeable to Kendrick ownership shall be the actual Seminoe and Alcova Reservoir evaporation yesterday, plus the evaporation for Kendrick ownership stored in any other reservoir but assumed to be in Seminoe Reservoir, minus any loss charged to storage held under contract for other entities by the Bureau of Reclamation in Seminoe Reservoir.
- E. Glendo - 171,663 A.F. (current capacity) Priority Date - 08/30/51
1. This ownership consists of a power head pool of 51,573 A.F. (current capacity, elevation 4,570), an irrigation ownership pool not to exceed 100,000 A.F. and an estimated evaporation pool of 20,090 A.F. In addition, Glendo Reservoir contains 320,359 A.F. (current capacity) of "re-regulation space" in which the Bureau of Reclamation stores water pursuant to Paragraph XVII(g)

of the Modified Decree after the Glendo ownerships previously referred to in this paragraph have filled.

2. All gains upstream of Glendo Reservoir for the period October 1 through April 30 after the Pathfinder, Guernsey, and Kendrick ownerships and the Inland Lakes Account have filled are to accrue to the Glendo ownership until filled. If the Guernsey ownership has filled and the Pathfinder or Kendrick ownerships have not filled, all gains between Alcova and Glendo will accrue to Glendo ownership, unless required to fill the Inland Lakes ownership during October, November and April. Gains May 1 through September 30 in excess of natural flow demands may accrue in priority to this ownership until filled.
3. When the power head pool of 51,573 A.F. (current capacity, elevation 4,570) is filled, no further accounting need be made for this pool. This minimum power head pool can be filled but once from the river. All Glendo ownership evaporation will be charged against the evaporation pool unless storage for evaporation has been underestimated and evaporation encroaches upon the power head pool. In this case, refilling of the power head pool may be allowed as an exception by the Wyoming State Engineer.
4. Glendo ownership can accrue annually in the irrigation pool up to 40,000 A.F. plus estimated evaporation, provided this total irrigation ownership, including carryover storage, does not exceed 100,000 A.F.
5. The Glendo ownership will be accounted for on both a State and an individual contractor basis. Such accounting will include accruals, releases, evaporation, exchanges, and carryover storage. Such amounts will be allocated by account in proportion to each entity's contracted amount of the Glendo water supply. The total accrual to the irrigation ownership shall not exceed 40,000 A.F. per year, nor will the irrigation pool including carryover contain more than 37,500 A.F. for Wyoming or 62,500 A.F. for Nebraska. Temporary contracts will be satisfied by withdrawals by the State of Wyoming's Contract Number 129E6A0080.
6. The evaporation chargeable to the Glendo ownership is the total actual evaporation minus that chargeable to other ownerships and minus any loss charged to storage held under contract for other entities by the Bureau of Reclamation in Glendo Reservoir.
7. Gains Alcova to Glendo for the October 1 through April 30 period are to be computed as Glendo Reservoir inflow minus 98 percent of the Gray Reef outflow two days earlier.

F. Glendo Reservoir Re-Regulation Space

When re-regulation space is available and is not being used for a) re-storage of Pathfinder Ownership, b) storage for Inland Lakes, or c) storage of Guernsey Ownership water, the space is used to re-regulate natural flow, pursuant to Paragraph XVII(g) of the Modified Decree. The re-storage of Pathfinder Ownership water in the Glendo Reservoir re-regulation space also creates vacant available space in either Pathfinder or Seminoe Reservoirs in an amount equal to the space in Glendo Reservoir that is occupied by Pathfinder Ownership. A portion of the available re-regulation space in Glendo Reservoir may be used through contracts to allow others to temporarily store and re-regulate non-project water. The balance of the vacant re-regulation space in Glendo Reservoir and vacant available space in Seminoe and Pathfinder Reservoirs is used to store water in excess of natural flow demands after the storage ownerships described above have filled. Gains upstream of Alcova Dam in excess of natural flow demands and not accrued to the Pathfinder, Kendrick, Guernsey, or Glendo Ownerships are accrued to available Glendo Reservoir re-regulation space. Gains upstream of Guernsey Dam and below Alcova Dam in excess of natural flow demands not accrued to the Inland Lakes Ownership, the Guernsey Ownership, or the Glendo Ownership are also accrued to available Glendo Reservoir re-regulation space. These accruals are stored in vacant reservoir space in Seminoe, Pathfinder, Glendo and Guernsey Reservoir.

Such water stored in re-regulation space is used for 1) operational water 2) replacement of evaporation losses and 3) supplementation of the natural flow that is apportioned under Paragraph V of the Modified Decree. These are described as follows:

1. Operational Water Account

The first 15,000 Acre Feet of water accrued to the available re-regulation space is accrued to the Operational Water Account. This water is used by the Bureau of Reclamation to make up for water unintentionally passing the State Line in excess of water ordered by canals below the State Line. Any water remaining in the Operational Water Account after September 30 is carried over in the Operational Water Account on October 1. The maximum allowable contents of the Operational Water Account for 2016, including carryover, shall be 15,000 Acre Feet;

2. Replacement of Evaporation Losses

Water that is accrued to the available re-regulation space and stored at or above Alcova Dam in quantities greater than needed for the Operational Water Account is used to replace evaporation from the Kendrick, Pathfinder, Glendo, and Guernsey Ownerships between the time the Ownerships are filled and the first release of ownership water from any of these accounts for use at

or above Tri-State Dam. Water that is accrued to the available re-regulation space and stored below Alcova Dam in quantities greater than needed for the Operational Water Account, is used to replace evaporation from the Glendo and Guernsey Ownerships, between the time the Ownerships are filled and the time the first release of ownership occurred from these accounts for use at or above Tri-State Dam;

3. Re-regulation of Natural Flow

Any water that is accrued to the available re-regulation space in quantities greater than needed for the Operational Water Account or to replace evaporation is stored for later release to meet natural flow demand at or above Tri-State Dam that exceeded the actual natural flow on a given day.

Water accrued to the available re-regulation space is impounded and released pursuant to Glendo Reservoir Permit No. 5998 Res. and Certificate of Construction of Reservoir, as clarified by Order of the Wyoming State Board of Control dated November 29, 2000, in a manner not to interfere with authorized project purposes, endanger the safety of the structures, or violate Federal or State laws.

G. Unintentional Water Below the State Line

1. Deliveries at the State Line for contractors below the State Line will be charged for their order placed two days before or the amount delivered to the State Line, whichever is less. When storage water has been released from Guernsey Reservoir for canals at or above Tri-State Dam and when the quantity of water passing the State Line exceeds the quantity of water ordered two days before for delivery at the State Line, for each day storage water was released, the difference between the order for delivery at the State Line and the measured flow shall be considered unintentional water passing the State Line, as described in Paragraph XVII(g) of the Modified Decree.
2. The unintentional water passing the State Line shall be first charged to the Operational Water Account described in Section F Paragraph 1. No more than 50 cfs shall be charged against this account on a daily basis under this Section G Paragraph 2. In no event will the annual limitation for that account be exceeded.
3. a. If the Operational Water Account has been depleted or if there is additional unintentional water passing the State Line beyond the 50 cfs charged to the Operational Water Account as described in Section G Paragraph 2, the excess unintentional water will be charged to any contractor, or in the case where two or more contractors share a canal, to the canal, between Guernsey Dam and the State Line whose diversion was less than the amount ordered the previous day by a rate of 5 cfs or greater, or in the case of the Mitchell-Gering Canal ordered two days previously. If more than one contractor should be charged, the charge

will be in proportion to the amount each canal ordered but did not divert compared to the total amount ordered but not diverted by all canals being charged. For districts sharing a canal, the canal charge will be distributed to each district in proportion to the initial amount ordered by each district. In no case will this charge exceed the amount of the difference between what was ordered and what was diverted by a canal.

- b. If after charging for water passing the State Line in accordance with Section G Paragraphs 1, 2, and 3.a., there is still remaining unintentional water passing the State Line, the unintentional water will be charged to any contractor who was not charged in accordance with Section G Paragraph 3.a. and who diverted less water than was ordered for delivery between Guernsey Dam and the State Line the previous day or in the case of the Mitchell-Gering Canal, two days before. The remaining unintentional water charge will be allocated to these contractors in proportion to the amount they ordered but did not divert compared to the total amount ordered but not diverted by all canals. This charge to individual canals shall not be greater than the difference between the canal's order and its diversion.
4. If the unintentional water passing the State Line exceeds the amounts accounted in Section G Paragraph 1, 2, 3.a. and 3.b., the balance shall be charged to the Operational Water Account. However, if the Operational Water Account has been depleted, then the balance shall be charged to all contractors who ordered water in proportion to their orders.
 5. Where extreme precipitation events cause unintentional flows to pass the State Line gage, such quantities shall not be charged against any storage ownership account, and the Bureau of Reclamation will make appropriate and timely Guernsey Dam outflow adjustments. The Division I Superintendent of the Wyoming Board of Control, the Bridgeport Field Supervisor of the Nebraska Department of Natural Resources, and a representative from the Bureau of Reclamation shall consult and jointly determine the duration of time during which no storage ownership account will be charged because of additional precipitation events causing unintentional flows past the State Line gage.
 6. When no storage water is being ordered past Whalen Dam and when unintentional water occurs at the state line, there shall be no unintentional water charged according to paragraphs 2 through 4 above.

PART B.

NATURAL FLOW COMPUTING PROCEDURE

Inflow to Seminoe Reservoir

The Seminoe inflow will be the sum of the flows of the North Platte River above the Seminoe Reservoir and the Medicine Bow River above Seminoe Reservoir.

Natural Flow above Alcova Reservoir

The natural flow above Alcova Reservoir will be the inflow to Seminoe plus the flow of the Sweetwater River entering Pathfinder Reservoir and to this total will be added the following daily accrual for each month:

May	June	July	August	September
90 cfs	45 cfs	40 cfs	35 cfs	35cfs

The total of Seminoe inflow plus the flow of the Sweetwater River plus the accrual will be called the natural flow entering Alcova Reservoir and will be passed through Alcova Reservoir and Gray Reef Reservoir without loss.

Gray Reef Reservoir to Glendo Reservoir

To account for the losses between Alcova and Glendo Reservoir water released at the Gray Reef Reservoir will be charged daily with the following losses set by Exhibit 9 to the North Platte Decree Charter.

May	June	July	August	September
50 cfs	77 cfs	97 cfs	89 cfs	50 cfs

These losses will be distributed between natural flow and storage water in proportion to the quantity of each at Gray Reef Dam.

There will be a two day time lag in transporting water from Gray Reef Reservoir to Glendo Reservoir. Water released at Gray Reef Reservoir will reach Glendo Reservoir two days after the release date.

Glendo Outflow

The natural flow entering the Glendo Reservoir will be calculated as the average of today's natural flow entering Glendo Reservoir and the natural flow entering Glendo Reservoir the two previous days. The natural flow will be passed through Glendo Reservoir without loss and will one day later be called the natural flow out of Glendo Reservoir.

Glendo Reservoir through Guernsey Dam

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Natural flow released at Glendo Reservoir plus 20 cfs of river accrual will be called the natural flow out of Guernsey Reservoir.

Guernsey Dam to Whalen Dam

Water released at the Guernsey Dam will be charged daily with the following losses set by Exhibit 9 to the North Platte Decree Committee Charter to account for the losses between Guernsey Dam and Whalen Dam.

May	June	July	August	September
2 cfs	4 cfs	5 cfs	4 cfs	2 cfs

These losses will be distributed between natural flow and storage water in proportion to the quantity of each at Guernsey Dam.

Total flow below Guernsey Dam is calculated by the summation of the diversions by Interstate Canal and Fort Laramie Canal, the measured flow passing Whalen Dam, plus the stipulated losses. The storage water below Guernsey Dam is the difference between the total flow below Guernsey Dam and the natural flow out of Guernsey Reservoir.

Whalen Dam to Wyoming-Nebraska State Line

A one-day time lag is used in taking water from the River gaging station below Whalen Dam to the River gaging station at the State Line. The amount of natural flow passing the State Line gage plus 7 cfs to account for Spring Creek will be used among other factors to calculate the amount of natural flow in the Whalen Dam to Tri-State Dam reach for the 75/25 apportionment.

Carriage losses in the river section Whalen Dam to the Wyoming-Nebraska State Line set by Exhibit 9 to the North Platte Decree Committee Charter are as follows:

May	June	July	August	September
10 cfs	19 cfs	21 cfs	17 cfs	9 cfs

The loss to storage between Whalen Dam and the State line will be the previous day's ratio of storage water in the Whalen Dam to State Line section times the daily conveyance loss for the section. A one day time lag is assumed from Whalen Dam to the State Line. The ratio of storage in the Whalen Dam to State Line section is computed as the average of the proportion of storage passing Whalen Dam to total flow passing Whalen Dam one day previous and the proportion of storage at the State Line to total flow at the State Line. This ratio in the section is used to determine the loss to storage between Whalen Dam and the State Line the following day. Storage passing Whalen Dam is the storage at Whalen Dam minus the storage diversions into the canals which divert at Whalen Dam. Storage at the State Line is the storage passing Whalen Dam minus the loss to storage from Whalen Dam to the State Line and minus all diversions of storage by contractors diverting below Whalen Dam and above the State Line. After computing storage losses, the balance of the stipulated losses will be subtracted from natural flow.

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A loss of natural flow may be borrowed from storage and replaced from subsequent natural flow gains.

The gage readings at the Tri-State Canal of natural flow and storage deliveries to Tri-State Canal may differ from flow rates calculated using the State Line gage for various reasons, including, among other things, changes in travel time of flow between the two gages, and possible gage errors of both or either gage. The States and the Bureau of Reclamation recognize the potential for these discrepancies and are working towards finding ways to minimize them in the future.

PART C.

**SUPPLEMENTAL ACCOUNTING PROCEDURES FOR
2017 ALLOCATION WATER YEAR**

1. These procedures shall apply to the accounting of ownership and natural flow during May through September of 2016, only if it is determined that 2016 is an Allocation Year. These procedures are not intended to be applicable to, or to establish a precedent for, any allocation year other than 2016, and the states and USBR reserve the right to develop different supplemental accounting procedures in any subsequent allocation year. The action of the NPDC members to adopt the Part C for water year 2016 shall not be deemed a waiver by any party to the Modified Decree of an argument or position with respect to the interpretation of the Allocation Stipulation, the Final Settlement Stipulation or the Modified Decree for 2016 or any other allocation year, or of their respective positions regarding the accounting of natural flow diversions in excess of allocation balances. In the event natural flow diversions occur in excess of allocation balances, except as provided herein, the USBR will inform Nebraska and Wyoming of such occurrence and Nebraska, Wyoming, and USBR will confer.
2. The thirteen districts involved with the 2016 Allocation are, in Wyoming: Goshen, Lingle, Hill, and the Warren Act Contract portion of Rock Ranch; and in Nebraska: Pathfinder, Gering-Ft. Laramie, Gering, Farmers, Northport, Central, Chimney Rock, Browns Creek, and Beerline. These are henceforth referred to as the "allocation districts". Central, Chimney Rock, Browns Creek, and Beerline are the "below-Tri-State districts".
3. The "drains" referred to in these procedures are Akers Draw, Sheep Creek, Dry Spotted Tail, Wet Spotted Tail, and Tub Springs.
4. A "Guernsey open" condition exists when a diversion by any allocation district causes the USBR to release water for the North Platte Project from Guernsey Reservoir.
5. Under a "Guernsey open" condition, all diversions (natural flow and storage) by allocation districts from either the North Platte River or one of the drains listed in item 3

Natural Flow and Ownership Accounting Procedures
Water Year 2017

will be accounted against, i.e., subtracted from their allocation balance, to the extent an allocation balance is available, with the exceptions only as provided in items 6, 7, and 8.

6. If, under a “Guernsey open” condition, 1) either Northport or Farmers Irrigation District has no remaining allocation balance, 2) there is no storage water passing Tri-State Dam, and 3) neither Northport nor Farmers has ordered water, diversions into the Tri-State Canal from drains for the district with no remaining allocation balance shall not be accounted as part of the allocation.
7. If, under a “Guernsey open” condition, 1) Farmers and Northport have not ordered water, 2) Farmers and Northport have no remaining allocation, 3) there are no orders for storage water below Tri-State Dam, and 4) there is excess water present at the Tri-State Canal headgate, such excess water may be diverted and will not be accounted as part of any allocation calculation.
8. As provided in the 1998 Allocation Stipulation, for the below-Tri-State districts, “diversions” for purposes of the allocation accounting shall consist only of storage deliveries for those districts at the State Line and passed through Tri-State Dam.
9. Once a district has no remaining allocation balance, neither Nebraska nor Wyoming shall allow additional diversions of natural flow by that district under a “Guernsey open” condition until such time as, in the weekly re-allocation of system increase, the district has an allocation balance available, with the exceptions noted in items 6 and 7.
10. The distribution of the calculated system increase (whether positive or negative) between the two states and among the individual districts shall occur on a weekly basis to produce a revised allocation balance. Diversions shall be accounted against each district’s allocation balance on a daily basis for purposes of applying limitations on releases and diversions as described in item 9.
11. In the absence of a “Guernsey open” condition, no diversions by allocation districts will be accounted under, i.e. subtracted from, their allocation balance, and any calculated system increase produced by increased water in North Platte Project storage ownership will be distributed among the allocation balances in conformity with the Stipulation percentages.
12. In the event of a “system decrease” for the week, as calculated under the procedures of the 1998 Allocation Stipulation, the system decrease is allocated 18.5% to the Wyoming contractors and 81.5% to the Nebraska contractors. The system decrease allocated to the Wyoming contractors will be applied to the Wyoming contractors and the system decrease allocated to the Nebraska contractors will be applied to the Nebraska contractors. If the remaining allocation balance of any contractor is insufficient to cover their share of the “system decrease” the balance of the system decrease (shortfall) will be applied to the account balances of the remaining contractors within that State who do have a remaining account balance. The distribution will be made in the relative proportion used to distribute system increases.

Natural Flow and Ownership Accounting Procedures
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At the time of subsequent system increases, the system increase of any contractor whose balance in prior week(s) was insufficient to cover a system decrease, will be reduced in an amount of up to the amount of the prior shortfall. The water obtained from reduction of the individual contractor's system increase will be distributed to the other contractors within that State in the same manner and amounts as the prior shortfall was distributed to the same contractors.

13. The June forecasted supply will include all releases of water from Guernsey Reservoir during the month of May excluding releases for the Inland Lakes transfer and Glendo flood pool releases.
14. The 6,600 acre-feet per two-week limit on cumulative surface water diversions from the main stem of the North Platte River for irrigation purposes will take effect on the first of the month of May or June when the forecasted supply is below the 1,100,000 acre-feet trigger. The two-week period of time will be blocked into consecutive 14-day periods beginning on the first of the month when the limit took effect, with the first period established to end on the second Friday of the month in which the limit took effect.
15. Adjusting the drain estimate:

The initial allocation procedures in the Allocation Stipulation provides 10,000 acre-ft of project water estimated to be available from the Nebraska drains as part of the initial supply to be allocated to provide a total of 18.1 percent to contractors in Wyoming and 81.9 percent to contractors in Nebraska. During an allocation year, it is necessary to increase or decrease the initial 10,000 acre-ft drain estimate to reflect actual project water usage from the Nebraska drains. There are two conditions requiring adjustment of the drain estimate:

- Condition No. 1.** Depending on the allocation year, it is sometimes necessary to increase the drain estimate one or more times to reflect actual project water that is available for use from the Nebraska drains.
- Condition No. 2.** At the end of the irrigation season (September 30) a final adjustment to decrease the drain estimate to reflect actual project water that was available and used from the Nebraska drains.

The procedures for adjusting the drain estimate, described below, are applicable during allocation years and address the two conditions listed above which require adjustment of the drain estimate.

Condition No. 1 During computation of the weekly subsequent allocation when the drain estimate is anticipated to be exceeded, the Bureau of Reclamation will review the actual drain usage from previous weeks and increase the drain estimate by an amount that is anticipated to be available for the remainder of the allocation year. The increase will be distributed to the States (Wyoming and Nebraska) and the respective North Platte Project Contractors in the same manner as the initial 10,000 acre-ft drain estimate (Figure 1). The increase to the drain estimate will be reflected in the weekly allocation sheet in the week the increase was made. The increase

Natural Flow and Ownership Accounting Procedures
Water Year 2017

will be included in each contractors "Remaining Balance" and included under the "Usage of Drain Water" section of the sheet (Figure 2). The adjustments to the allocation sheet will be footnoted to document the increase.

Condition No. 2 At the end of the irrigation season (September 30), Reclamation will make a final adjustment to decrease the drain estimate to reflect actual project water that was available and used from the Nebraska drains. The decrease will be distributed to the States (Wyoming and Nebraska) and the respective North Platte Project Contractors in the same manner as the initial 10,000 acre-ft drain estimate (Figure 3). The decrease to the drain estimate will be reflected in the weekly allocation as of September 30 for the given allocation year. The decrease will be included in each contractors "Remaining Balance" and included under the "Usage of Drain Water" section of the sheet (Figure 4). The adjustments to the allocation sheet will be footnoted to document the decrease.

The above process for increasing or decreasing the drain estimate to reflect actual project water usage from the Nebraska drains ensures such adjustments are accounted equitably to the States and the respective North Platte Project Contractors.

Natural Flow and Ownership Accounting Procedures
Water Year 2017

Figure 1. Distribution of Drain Increase to the States and Respective North Platte Contractors

Adjustment to the estimated project water available from the Nebraska Drains

Adjusted Estimate	12,000
Curret Estimate	10,000
Adjustment to Project Water From Drains	<u>2,000</u>
Wyoming' Share (18.1%)	<u>362</u>
Nebraska's Share (81.9%)	<u>1,638</u>

Wyoming

District	District's Share	Wyoming's 18.1% of Initial Allocation acre-feet	District's Initial Allocation Adjustment acre-feet ¹	Remaining Balance acre-feet	Adjusted Remaining Balance acre-feet
Goshen	79.65%	362	288	86,010	86,298
Lingle	13.56%	362	49	17,198	17,247
Hill	5.27%	362	19	6,704	6,723
Rock Ranch	1.52%	362	6	2,078	2,084
Wyoming's Total	100.00%		362	111,990	112,352

Nebraska

District	District's Share	Nebraska's 81.9 % of Initial Allocation acre-feet	District's Initial Allocation Adjustment acre-feet ¹	Remaining Balance acre-feet	Adjusted Remaining Balance acre-feet
Pathfinder	47.77%	1,638	782	152,697	153,479
Gering-Ft. Laramie	19.40%	1,638	318	74,824	75,142
Northport	8.15%	1,638	133	39,421	39,554
Farmers	17.93%	1,638	294	53,024	53,318
Gering	3.76%	1,638	62	11,230	11,292
Central	0.49%	1,638	8	5,155	5,163
Chimney Rock	1.24%	1,638	20	11,741	11,761
Browns Creek	1.08%	1,638	18	9,145	9,163
Beerline	0.18%	1,638	3	952	955
Nebraska's Total	100.00%		1,638	358,189	359,827

Total			2,000	470,179	472,179
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¹ This amount will be added to each District's "remaining balance" prior to calculation of "Increased Supply".

Natural Flow and Ownership Accounting Procedures
Water Year 2017

Figure 2. Incorporation of the Drain Increase in the Weekly Subsequent Allocation Sheet

Allocation of North Platte Storage Water Supply
As of August 24, 2005

WYOMING							
District	Balance Available Midnight 17-Aug acre-feet	Diversions 18-Aug through 24-Aug acre-feet	Remaining Balance acre-feet 1/	Wyoming's Increased Supply acre-feet	District's % Share of Wyoming's Increased Supply	Districts Share of Wyoming's Increased Supply acre-feet	Balance Available Midnight 24-Aug acre-feet
Goshen	92,921	6,911	86,298	880	77.03%	678	86,976
Lingle	18,799	1,601	17,247	880	15.27%	134	17,381
Hill	7,301	597	6,723	880	6.04%	53	6,776
Rock Ranch	2,162	84	2,084	880	1.66%	15	2,099
Wyoming's Total	121,183	9,193	112,352	880	100.00%	880	113,232

NEBRASKA							
District	Balance Available Midnight 17-Aug acre-feet	Diversions 18-Aug through 24-Aug acre-feet	Remaining Balance acre-feet 1/	Nebraska's Increased Supply acre-feet	District's % Share of Nebraska's Increased Supply	Districts Share of Nebraska's Increased Supply acre-feet	Balance Available Midnight 24-Aug acre-feet
Pathfinder	173,649	20,952	153,479	3,879	46.94%	1,821	155,300
Gering-Ft. Laramie	84,442	9,618	75,142	3,879	18.92%	734	75,876
Northport	42,718	3,297	39,554	3,879	8.20%	318	39,872
Farmers	64,320	11,296	53,318	3,879	21.54%	835	54,153
Gering	13,459	2,229	11,292	3,879	4.40%	171	11,463
Central	5,155	0	5,163	3,879	0.00%	0	5,163
Chimney Rock	11,832	91	11,761	3,879	0.00%	0	11,761
Browns Creek	9,145	0	9,163	3,879	0.00%	0	9,163
Beerline	996	44	955	3,879	0.00%	0	955
Nebraska's Total	405,716	47,527	359,827	3,879	100.00%	3,879	363,706
Total	526,899	56,720	472,179			4,759	476,938

Wyoming Contractors' Remaining Balance	112,352	Wyoming Contractors' Balance	113,232
Nebraska Contractors' Remaining Balance	359,827	Nebraska Contractors' Balance	363,706
Sum of Contractors' Remaining Balance	<u>472,179</u>	Total Useable Supply	<u>476,938</u>

Useable Supply	acre-feet	Usage of Drain Water	acre-feet
Pathfinder Ownership	491,162	Previous Estimated Drain Water	3,076
Minus Storage in Municipal Account	0	Adjustment to Drains	2,000 2/
Minus Storage in Environmental Account	0	Minus Usage by Farmers	0
Minus 3% Estimated Evaporation Loss	-14,735	Minus Usage by Northport	-1,573
Minus 2% Estimated Carriage Loss	-9,823	Remaining Estimated Drain Water	<u>3,503</u>
Guernsey Ownership	0		
Minus 3% Estimated Evaporation Loss	0	Useable Supply	476,938
Minus 2% Estimated Carriage Loss	0	Sum of Remaining Balances	472,179
Estimated Drain Water from Above	3,503	System Increase for 24-Aug	4,759
Estimated Storage Water in Transit	6,831	Wyoming's 18.5 % of the System Increase	880
Useable Supply	<u>476,938</u>	Nebraska's 81.5 % of the System Increase	3,879

1/ The Remaining Balance has been adjusted to reflect an additional 2,000 AF (see attached sheet).
2/ Adjusted to add an additional 2,000 AF to the initial drain estimate of 10,000 AF.

Natural Flow and Ownership Accounting Procedures
Water Year 2017

Figure 3. Distribution of Drain Decrease to the States and Respective North Platte Contractors

Adjustment to the estimated project water available from the Nebraska Drains

Adjusted Estimate	7,165
Curret Estimate	10,000
Adjustment to Project Water From Drains	<u>-2,835</u>
Wyoming' Share (18.1%)	<u>-513</u>
Nebraska's Share (81.9%)	<u>-2,322</u>

Wyoming

District	District's Share	Wyoming's 18.1% of Initial Allocation acre-feet	District's Initial Allocation Adjustment acre-feet ¹	Remaining Balance acre-feet	Adjusted Remaining Balance acre-feet
Goshen	79.65%	-513	-409	5,262	4,853
Lingle	13.56%	-513	-70	5,068	4,999
Hill	5.27%	-513	-27	1,745	1,718
Rock Ranch	1.52%	-513	-8	270	262
Wyoming's Total	100.00%		-513	12,345	11,832

Nebraska

District	District's Share	Nebraska's 81.9 % of Initial Allocation acre-feet	District's Initial Allocation Adjustment acre-feet ¹	Remaining Balance acre-feet	Adjusted Remaining Balance acre-feet
Pathfinder	47.77%	-2,322	-1,109	15,870	14,760
Gering-Ft. Laramie	19.40%	-2,322	-450	6,807	6,356
Northport	8.15%	-2,322	-189	1,780	1,590
Farmers	17.93%	-2,322	-416	9,345	8,929
Gering	3.76%	-2,322	-87	1,415	1,328
Central	0.49%	-2,322	-11	3,555	3,544
Chimney Rock	1.24%	-2,322	-29	7,637	7,608
Browns Creek	1.08%	-2,322	-25	5,953	5,928
Beerline	0.18%	-2,322	-4	188	184
Nebraska's Total	100.00%		-2,322	52,549	50,227
Total			-2,835	64,894	62,059

¹ This amount will be added to each District's "remaining balance prior to calculation of "Increased Supply".

Natural Flow and Ownership Accounting Procedures
Water Year 2017

Figure 4. Incorporation of the Drain Decrease in the Final Subsequent Allocation Sheet

Allocation of North Platte Storage Water Supply
As of September 30, 2004

WYOMING							
District	Balance Available as of 23-Sep acre-feet	Diversions 24-Sep to 30-Sep acre-feet	Remaining Balance acre-feet 1/	Wyoming Increased Supply acre-feet	District's % Share of Wyoming's Increased Supply	Districts Share of Wyoming's Increased Supply acre-feet	Balance Available as of 30-Sep acre-feet
Goshen	5,262	0	4,853	2,098	77.03%	1,616	6,469
Lingle	5,068	0	4,999	2,098	15.27%	320	5,319
Hill	1,745	0	1,718	2,098	6.04%	127	1,845
Rock Ranch	270	0	262	2,098	1.66%	35	297
	12,345	0				2,098	
Wyoming Contractors' Remaining Balance			11,832		100.00%		13,930

NEBRASKA							
District	Balance Available as of 23-Sep acre-feet	Diversions 24-Sep to 30-Sep acre-feet	Remaining Balance acre-feet 1/	Nebraska Increased Supply acre-feet	District's % Share of Nebraska's Increased Supply	Districts Share of Nebraska's Increased Supply acre-feet	Balance Available as of 30-Sep acre-feet
Pathfinder	15,870	0	14,760	9,242	46.94%	4,338	19,098
Gering-Ft. Laramie	6,807	0	6,356	9,242	18.92%	1,749	8,105
Northport	1,780	0	1,590	9,242	8.20%	758	2,348
Farmers	9,345	0	8,929	9,242	21.54%	1,991	10,920
Gering	1,415	0	1,328	9,242	4.40%	406	1,734
Central	3,555	0	3,544	9,242	0.00%	0	3,544
Chimney Rock	7,637	0	7,608	9,242	0.00%	0	7,608
Browns Creek	5,953	0	5,928	9,242	0.00%	0	5,928
Beerline	188	0	184	9,242	0.00%	0	184
	52,549	0				9,242	
Nebraska Contractors' Remaining Balance			50,227		100.00%		59,469
Wyoming Contractors' Remaining Balance			11,832				
Sum of Contractors' Remaining Balance			62,059				
						Total Useable Supply	73,399

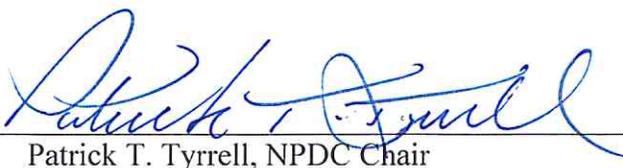
Useable Supply		Usage of Drain Water	
	acre-feet		acre-feet
Pathfinder Ownership	67,414	Previous Estimated Drain Water	2,835
Minus Storage in Municipal Account	0	Adjustment to Drains	-2,835 2/
Minus Storage in Environmental Account	0	Minus Usage by Farmers	0
Minus 3% Estimated Evaporation Loss	-2,022	Minus Usage by Northport	0
Minus 2% Estimated Carriage Loss	-1,348	Remaining Estimated Drain Water	0
Guernsey Ownership	7,763		
Minus 3% Estimated Evaporation Loss	-233		
Minus 2% Estimated Carriage Loss	-155		
Estimated Drain Water from Above	0		
Estimated Storage Water in Transit	1,980		
Useable Supply	73,399		

	Useable Supply acre-feet	Sum of Remaining Balances acre-feet	System Increase for 30-Sep acre-feet
	73,399	62,059	11,340
Wyoming's 18.5 % of the System Increase			2,098
Nebraska's 81.5 % of the System Increase			9,242

1/ The Remaining Balance has been adjusted to reflect a decrease of 2,835 AF (see attached sheet).

2/ Adjusted to decrease drains by 2,835 AF to reflect actual drain usage of 7,165 AF.

This Sheet has been revised to illustrate decreasing the drain estimate at the end of the year (September 30) to reflect the actual project water available and used from the Nebraska drains of 7,165 AF in 2004.


Patrick T. Tyrrell, NPDC Chair

5/18/17
Date

7. Activities Due or to be Initiated by Spring 2017 – Brief Status Reports/Updates (as per settlement timeline adopted April 12, 2002)

- 7.1 Exhibit 4, Paragraph IV.A. & C.: Accounting of Intentionally Irrigated Lands from Surface Water Sources upstream of Guernsey Reservoir and Transfers and Reporting pursuant to Paragraph II(e) of the Modified Decree (Wyoming)

SEO Letter dated: February 6, 2017

Reported: 205,472 acres of intentional irrigation

- 7.2 Exhibit 4, Paragraph V.: Maintenance of Data and Records Supporting the Annual Intentionally Irrigated Acreage Report (Wyoming)

Data and records: Housed in the Cheyenne Office of the SEO

- 7.3 Exhibit 4, Paragraph IV.B.” Amount of intentionally irrigated acreage from hydrologically connected groundwater included in annual report (Wyoming)

SEO Letter dated: February 6, 2017

Reported: 1,088 acres (APF) and 1,666 acres (PF2G) of the 205,472 acres of intentional irrigation

- 7.4 Exhibit 5, Paragraph II.: Wyoming will begin recording, compiling, and reporting to the NPDC cumulative irrigation diversions of surface water from the main stem between Pathfinder and Guernsey during each two-week period beginning on May 1st during allocation years (Wyoming)

2017 Allocation Year: Should Water Year 2017 be an allocation year, the Wyoming SEO is prepared to report the cumulative irrigation diversions beginning May 1.

- 7.5 Exhibit 6, Paragraph D.3.: Report of Consumptive Use Calculations (Due May 15th) (Wyoming)

CU Report: Data collection and calculations are underway to submit the CU Report to the NPDC members by May 15.

- 7.6 Exhibit 10, Paragraph C.1.c.: Initiation of the Delivery of Required Replacement Water (Wyoming)

Delivery of Required Replacement Water: During the 2016 Water Year there were 245 active irrigation wells within the area of administration. This equates to 5,978 A.F. of water to be released from Guernsey Reservoir when natural flow is insufficient to meet the demands of both Wyoming and Nebraska irrigators who divert from North Platte River at or above Tri-State Dam. Wyoming had no out of priority tributary diversion for Sept. under the requirements of Exhibit 11, Paragraph B.3.b.i:

- 7.7 Exhibit 10, Paragraph C.1.d.: Complete and Report to the NPDC the list of active baseline wells (Wyoming)
- SEO Letter dated:** December 12, 2016
Reported: 245 active wells reported
- 7.8 Exhibit 10, Paragraph D.1.: Collect and Provide to the NPDC groundwater pumping data (Wyoming)
- SEO Letter dated:** March 14, 2017
Reported: 35,072 acre-feet pumped via 245 active wells
- 7.9 Exhibit 12, Paragraph IV.A.: Accounting of Intentionally Irrigated Lands from Surface Water Sources in the Lower Laramie Basin and Transfers (Wyoming)
- SEO Letter dated:** February 6, 2017
Reported: 31,243 acres of intentional irrigation
- 7.10 Exhibit 12, Paragraph V.: Maintenance of Data and Records Supporting the Annual Intentionally Irrigated Acreage Report (Wyoming)
- Data and records:** Housed in the Cheyenne Office of the SEO
- 7.11 Exhibit 12, Paragraph IV.B.: Amount of intentionally irrigated acreage from hydrologically connected groundwater included in annual report (Wyoming)
- SEO Letter dated:** February 6, 2017
Reported: 4,857 acres of the 31,243 acres of intentional irrigation
- 7.12 Exhibit 13, 14, and 15: Monthly Water Rights Reporting and Annual Report of water pumped from post 2000 wells in Wheatland Irrigation District (Wyoming)
- Monthly Reporting:** Sent electronically approximately the 15th of every month during the past reporting period
Annual Report dated: December 19, 2016

Report of the Groundwater Wells Subcommittee

For the April 19, 2017 NPDC Meeting

As of the April 19, 2017 meeting of the North Platte Decree Committee (NPDC), no new groundwater well applications were submitted to the Wyoming State Engineer's Office which requires the approval of the Groundwater Wells Subcommittee (GWSC).

Additionally, no actions or recommendations were generated by the GWSC which requires NPDC consideration or approval.

Respectively submitted by:

Tim Frank for Philip Paitz

 Philip Paitz, Nebraska

4/19/17

 Date

Lyle Myler

 Lyle Myler, US Bureau of Reclamation

4/19/2017

 Date

George Moser

 George Moser, Wyoming
 Groundwater Wells Subcommittee Chair

11th of April 2017

 Date

Erin Light

 Erin Light, Colorado

05/01/2017

 Date

North Platte Decree Committee Control Crest Subcommittee

Minutes

February 28, 2017 Regular Meeting
March 31, 2017 Special Teleconference Meeting

I. Call to Order.

Chairperson, Brian Pugsley called the February 28, 2017 Regular meeting to order at 10:00 a.m. on February 28, 2017 at the Wyoming SEO Division 1 Office at Torrington, Wyoming. Those in attendance were:

Brian Pugsley, Wyoming SEO, Chairperson.
Art Hill, USBR
Tom Hayden, NE
Doug Oliver, Wyoming SEO
Kent Becker, Wyoming SEO
Rob Foreman, Wyoming SEO
Tracy Brown, Wyoming SEO
Mike Smith, USBR
Daryl Kohut, USBR
Jeremy Dalling, USBR
Matt Wells, USBR

II. Control Crest Gage Sites.

A. North Platte River near Sinclair, WY (USGS #06630000)

1. After discussion, the following recommendations were made:

- a. Continue using Rating Table 18.0 (1-14-2005 wjs).
- b. Shift to all measurements.
- c. Measure weekly at flows greater than 4,000 cfs.
- d. Measure biweekly at flows less than 4,000 cfs

2. A motion was made by Art Hill and seconded by Tom Hayden to accept the recommendations. The motion was unanimously approved.

- B. Medicine Bow River near Hanna, WY (USGS #06635000).
1. After discussion, the following recommendations were made:
 - a. Continue using Rating Table 24.0 (3-7-2011 krw)
 - b. Shift to all measurements.
 - c. Measure weekly at flows greater than 600 cfs.
 - d. Measure biweekly at flows less than 600 cfs.
 2. A motion was made by Tom Hayden and seconded by Art Hill to accept the recommendations. The motion was unanimously approved.
- C. Sweetwater River near Alcova, WY (USGS #0693900).
1. After discussion, the following recommendations were made:
 - a. Continue using Rating Table 23.0 (3-4-2010 blp).
 - b. Shift to all measurements.
 - c. Measure weekly at flows greater than 100 cfs.
 - d. Measure biweekly at flows less than 100 cfs.
 2. A motion was made by Tom Hayden and seconded by Art Hill to accept the recommendations. The motion was unanimously approved.
- D. North Platte River at Orin (USGS #06652000).
1. After discussion, the following recommendations were made:
 - a. Continue using Rating Table 18.1 (9-26-2008 krw)
 - b. Shift to all measurements.
 - c. Measure weekly at flows less than 1,500 cfs.
 - d. Measure biweekly at flows greater than 1,500 cfs.
 2. A motion was made by Tom Hayden and seconded by Art Hill to accept the recommendations. The motion was unanimously approved.
- E. North Platte River below Whalen Dam (USGS #06657000).
1. After discussion, the following recommendations were made:
 - a. Continue using Rating Table 23.3 (10-19-2012 rw).
 - b. Shift to all measurements.
 - c. Measure weekly at flows greater than 1,000 cfs.
 - d. Measure biweekly at flow less than 1,000 cfs.
 2. The Control Crest Committee had some discussion regarding making adjustments to the equipment after completion of a measurement. The Bureau of Reclamation is not making any adjustments to the H-350 recorder when discrepancies were noted with the outside gage.

The State of Wyoming is adjusting the H-350 recorder when the outside gage and the H-350 are not matching. The date, time, stage, and shift is being documented on the sign in sheet (form 9207) located in the gage house.

3. A motion was made by Art Hill and seconded by Tom Hayden to accept the recommendations. The motion was unanimously approved.

F. North Platte River at the WY-NE Stateline (USGS #0663000).

1. After discussion, the following recommendations were made:

- a. Continue using Rating Table 26.0 (1-19-2011 krw).
- b. Shift to all measurements.
- c. Measure weekly on Monday or Tuesday
- d. A measurement schedule is attached to this document.
- e. Additional measurements may be made as conditions warrant.

2. A motion was made by Tom Hayden and seconded by Art Hill to accept the recommendations. The motion was unanimously approved.

G. Measurement Schedule.

A 2017 measurement schedule is attached to this document as Table 1.

III. NFO Revision for Special Account Procedures.

- A. The Control Crest Committee was charged with the task as an ad hoc committee, to review and revise the Natural Flow and Ownership (NFO) accounting procedures for 2017 to add language that will allow evaporation be repaid to the Inland Lakes account from the Re-Regulation account once all other ownerships have been filled in accordance with paragraph F2 of the current NFO procedures. Also, language and procedure will be added to the NFO to accommodate delivery of Central Nebraska Public Power District (CNPPID) water, Pathfinder Wyoming (WY) account water, and Pathfinder Environmental Account (EA) water.

1. Repaying Evaporation to Inland Lakes.

- a. Wyoming proposed the following draft language for repaying evaporation to the Inland Lakes account.

“Evaporation will be repaid to this account from the Re-Regulation account once all other `ownerships have filled in accordance with paragraph F2. of these procedures. Should there be insufficient water to repay all evaporation losses, repayment will be in order of priority with the provision that Inland Lakes be moved to the last priority.”

- b. This proposal was agreed to by the rest of the committee and that this language is acceptable to incorporate into the NFO as Part A, paragraph B6 for 2017. The motion was unanimously approved.

2. Special Accounting Procedures for CNPPID, WY, and EA Water.

- a. Wyoming proposed the following draft language for standardizing CNPPID, WY, and EA water deliveries. This would be included as Part D of the NFO:

PART D.

SUPPLEMENTAL ACCOUNTING PROCEDURES FOR 2017 CENTRAL NEBRASKA PUBLIC POWER DISTRICT WATER PATHFINDER, WYOMING ACCOUNT WATER, AND PATHFINDER ENVIRONMENTAL ACCOUNT WATER

1. These procedures shall apply to the accounting of ownership and natural flow for 2017 for water released for the Central Nebraska Public Power District (CNPPID), Pathfinder Wyoming Account releases (WY), and the Pathfinder Environmental Account (EA)water.
2. All accounting will be made from releases made from Guernsey Dam.
3. A one day lag time from Guernsey Dam to the Wyoming-Nebraska state line will be used.
4. The Bureau of Reclamation will timely notify all parties of the CNPPID, WY, and EA release schedule dates and volumes.
5. Conveyance losses for travel from Guernsey Dam to the Wyoming-Nebraska state line will be applied based on the prorated releases from Guernsey Dam. The percentage shall be calculated by dividing the amount of water being released for CNPPID plus WY plus EA from Guernsey Dam by the total being released from Guernsey Dam. The percentage will be applied using the daily losses stated in Exhibit 9 for both the Guernsey Dam to Whalen Dam (2 cfs) plus Whalen Dam to the Wyoming-Nebraska state line (9cfs); for a total of 11 cfs. The conveyance loss shall be deducted from the amount released the day prior to ensure that all demands are being met at the Wyoming-Nebraska state line and for calculation of the daily natural flow.
6. Should there be a need to release water from Guernsey Dam to meet demands downstream, it will be managed in a way to ensure excess water at the Wyoming-Nebraska state line is minimal. If there is an excess of water at the Wyoming-Nebraska state line, the excess amount will be considered as storage water and be deducted from the last day's scheduled release.

7. Wyoming will ensure that all releases made for these accounts are shepherded from Guernsey Dam to the Wyoming-Nebraska state line.

- b. Action on this item was tabled until all parties have the time and opportunity to review and provide feedback on the draft language.

IV. Adjournment.

The Control Crest Committee was informed that the minutes of this meeting would be disseminated in a timely manner. All comments regarding the minutes would be submitted to the Wyoming SEO office by March 15, 2017. A conference call will be arranged for March 31, 2017 at 10:00 a.m. to discuss the proposed language and/or revisions to be included in the NFO for 2017 regarding Part D. There being no further business, the meeting was adjourned at 12:00 p.m.

V. Minutes of the March 31, 2017 Special Teleconference Meeting.

1. Call to Order

Chairperson, Brian Pugsley called the March 31, 2017 Special Teleconference meeting to order at 10:00 a.m. on February 28, 2017 at the Wyoming SEO Division 1 Office. Those in attendance were:

Brian Pugsley, Wyoming SEO, Chairperson
Rob Foreman, Wyoming SEO
Tracy Brown, Wyoming SEO
Tom Hayden, NE
Art Hill, USBR
Matt Wells, USBR

2. Review of Replacement of Inland Lakes Evaporation.

- A. A discussion was held about the need to replace Inland Lakes ownership account evaporation losses. It was pointed out that the replacement amount would be minimal and would be of no significant use to Inland Lakes. Art Hill stated that only 75 AF of water was used to replace evaporation in 2016 and created several unexpected accounting issues. A motion was made by Mr. Hill not to pay back any evaporation to the Inland Lakes ownership account and strike the language set forth in paragraph IIIA1a and IIIA1b of the draft minutes of the 2017 Regular meeting. The motion was seconded by Tom Hayden. The 2016 NFO procedures will not be amended for 2017 regarding Inland Lakes.

Table 1

Measurement Schedule for Control Crest Sites, Water year 2017

Week of	Sinclair	Medicine Bow	Sweetwater	Orin	Whalen	Stateline	
27-Mar						WY	
03-Apr						USBR	
10-Apr						NE	
17-Apr						WY	
24-Apr	WY	WY	WY	WY	WY	USBR	
1-May	WY	WY	WY	WY	WY	NE	
8-May	USBR	USBR	USBR	USBR	USBR	WY	
15-May	USBR	USBR	USBR	USBR	USBR	USBR	
22-May	WY	WY	WY	WY	WY	NE	
29-May	WY	WY	WY	WY	WY	WY	
5-Jun	USBR	USBR	USBR	USBR	USBR	USBR	
12-Jun	USBR	USBR	USBR	USBR	USBR	NE	
19-Jun	WY	WY	WY	WY	WY	WY	
26-Jun	WY	WY	WY	WY	WY	USBR	
03-Jul	USBR	USBR	USBR	USBR	USBR	NE	
10-Jul	USBR	USBR	USBR	USBR	USBR	WY	
17-Jul	WY	WY	WY	WY	WY	USBR	
24-Jul	WY	WY	WY	WY	WY	NE	
31-Jul	USBR	USBR	USBR	USBR	USBR	WY	
7-Aug	USBR	USBR	USBR	USBR	USBR	USBR	
14-Aug	WY	WY	WY	WY	WY	NE	
21-Aug	WY	WY	WY	WY	WY	WY	
22-Aug	USBR	USBR	USBR	USBR	USBR	USBR	
04-Sep	USBR	USBR	USBR	USBR	USBR	NE	
11-Sep	WY	WY	WY	WY	WY	WY	
18-Sep	WY	WY	WY	WY	WY	USBR	
25-Sep	USBR	USBR	USBR	USBR	USBR	NE	

Report of the Replacement Water Subcommittee

For the April 19, 2017, NPDC Meeting

At the October 2016 NPDC meeting, the NPDC approved a 10-year interval between Triangle area surveys of groundwater and surface water irrigation practices. The next surveys are scheduled for 2022. NPDC asked Wyoming to provide more information about what they are gathering as part of their Platte River Recovery Implementation Program (PRRIP) acreage inspection duties. Also requested was additional information regarding the costs that might be assessed by the Wyoming Survey and Analysis Center. The NPDC requested this research for the purpose of considering easier and less expensive options than that of the previous National Agricultural Statistics Service for the 2022 Triangle Area surveys in accordance with Paragraph D.2 of Exhibit 10, Paragraph B.3.b.ii of Exhibit 11, and Paragraphs B.II.B & D of Exhibit B to Exhibit 6 of Appendix G of the Final Settlement Stipulation.

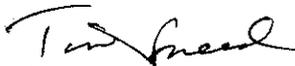
Wyoming has reported a cost estimate of \$13,500 for 250 contacts by the Wyoming Survey and Analysis Center for the two Triangle surveys in combination with the survey above Guernsey, which is to be conducted by the CUSC. Wyoming has also provided a report on information collected by Wyoming as a part of their acreage inspection for PRRIP (Attachment A). This information has been shared with the RWSC by email.

The RWSC recommends that the following action item be adopted by the NPDC.

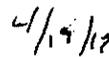
Action Item:

1. The RWSC will identify and evaluate entities and methods for carrying out the 2022 Triangle Surveys and report the findings to the NPDC during the Fall 2017 meeting.

Respectfully submitted by:



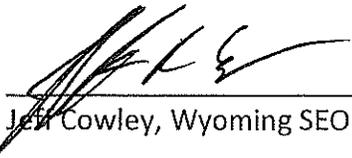
Tim Freed, Nebraska



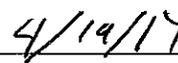
Date

Brock Merrill, US Bureau of Reclamation

Date



John Cowley, Wyoming SEO



Date

Erin Light, Colorado

Date

Report of the Replacement Water Subcommittee

For the April 19, 2017, NPDC Meeting

At the October 2016 NPDC meeting, the NPDC approved a 10-year interval between Triangle area surveys of groundwater and surface water irrigation practices. The next surveys are scheduled for 2022. NPDC asked Wyoming to provide more information about what they are gathering as part of their Platte River Recovery Implementation Program (PRRIP) acreage inspection duties. Also requested was additional information regarding the costs that might be assessed by the Wyoming Survey and Analysis Center. The NPDC requested this research for the purpose of considering easier and less expensive options than that of the previous National Agricultural Statistics Service for the 2022 Triangle Area surveys in accordance with Paragraph D.2 of Exhibit 10, Paragraph B.3.b.ii of Exhibit 11, and Paragraphs B.II.B & D of Exhibit B to Exhibit 6 of Appendix G of the Final Settlement Stipulation.

Wyoming has reported a cost estimate of \$13,500 for 250 contacts by the Wyoming Survey and Analysis Center for the two Triangle surveys in combination with the survey above Guernsey, which is to be conducted by the CUSC. Wyoming has also provided a report on information collected by Wyoming as a part of their acreage inspection for PRRIP (Attachment A). This information has been shared with the RWSC by email.

The RWSC recommends that the following action item be adopted by the NPDC.

Action Item:

1. The RWSC will identify and evaluate entities and methods for carrying out the 2022 Triangle Surveys and report the findings to the NPDC during the Fall 2017 meeting.

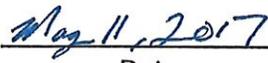
Respectfully submitted by:

Tim Freed, Nebraska

Date



Brock Merrill, US Bureau of Reclamation



Date

Jeff Cowley, Wyoming SEO

Date

Erin Light, Colorado

Date

Report of the Replacement Water Subcommittee

For the April 19, 2017, NPDC Meeting

At the October 2016 NPDC meeting, the NPDC approved a 10-year interval between Triangle area surveys of groundwater and surface water irrigation practices. The next surveys are scheduled for 2022. NPDC asked Wyoming to provide more information about what they are gathering as part of their Platte River Recovery Implementation Program (PRRIP) acreage inspection duties. Also requested was additional information regarding the costs that might be assessed by the Wyoming Survey and Analysis Center. The NPDC requested this research for the purpose of considering easier and less expensive options than that of the previous National Agricultural Statistics Service for the 2022 Triangle Area surveys in accordance with Paragraph D.2 of Exhibit 10, Paragraph B.3.b.ii of Exhibit 11, and Paragraphs B.II.B & D of Exhibit B to Exhibit 6 of Appendix G of the Final Settlement Stipulation.

Wyoming has reported a cost estimate of \$13,500 for 250 contacts by the Wyoming Survey and Analysis Center for the two Triangle surveys in combination with the survey above Guernsey, which is to be conducted by the CUSC. Wyoming has also provided a report on information collected by Wyoming as a part of their acreage inspection for PRRIP (Attachment A). This information has been shared with the RWSC by email.

The RWSC recommends that the following action item be adopted by the NPDC.

Action Item:

1. The RWSC will identify and evaluate entities and methods for carrying out the 2022 Triangle Surveys and report the findings to the NPDC during the Fall 2017 meeting.

Respectfully submitted by:

Tim Freed, Nebraska

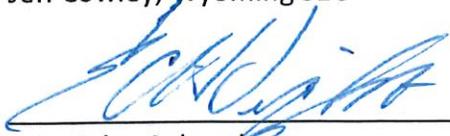
Date

Brock Merrill, US Bureau of Reclamation

Date

Jeff Cowley, Wyoming SEO

Date



Erin Light, Colorado

04/14/2017
Date

Report of the Replacement Water Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment A

Wyoming State Engineer's Office
Water Division 1, Torrington, Field Office
511 West 27th St.
Torrington, WY 82240

307-532-2248 (Voice)
rob.foreman@wyo.gov (email)

MEMORANDUM



TO: Jeff Cowley, NPR Coordinator
CC: Brian Pugsley, Superintendent, Division 1
FROM: Rob Foreman, Program Principal
SUBJECT: Acreage Data Collection
DATE: April 6, 2017

Mr. Cowley:

In regards to the information that the Acreage Inspectors are presently gathering, they have the ability to obtain the following with limited or no contact with appropriators:

Irrigated Acres

Non-Irrigated Acres

Inundated Acres

Water Source

- Mainstem Surface Water
- Tributary Surface Water
- Reservoir Stored Surface Water
- Hydrologically Connected Groundwater
- Non-Hydrologically Connected Groundwater
- Sole Source Additional Supply Groundwater
- Green Area Goundwater
- Triangle Area Groundwater
- Transferred Irrigation Water Rights
- Glendo Contract Water

Crop Types

- Grass
- Alfalfa/Grass Mix
- Alfalfa
- Small Grains (Wheat, Barley, Oats, Triticale, etc.)
- Coarse Grains (Corn, Sorghum, etc.)

Report of the Replacement Water Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment A

Wyoming State Engineer's Office
Water Division 1, Torrington, Field Office
511 West 27th St.
Torrington, WY 82240

- Feed Grass (Sterile Sorghum, Sudan, Sudex, etc.)

307-532-2248 (Voice)
rob.foreman@wyo.gov (email)

- Sugar Beets
- Dry Edible Beans
- Vegetable Crops (Potatoes, Carrots, Onions, etc.)
- Sunflowers (Confection and Oil Seed)
- Oilseed Crops (Safflower, Rapeseed, Canola, etc.)
- Nursery Trees
- Wildlife Food Plots
- Irrigated Fallow
- Grapes
- More as needed

Irrigation Types

- Wild Flood (Cutouts without any controls)
- Controlled Flood (Gated Pipe, Corrugations, Furrows)
- Overhead (Center Pivot, Lateral, Side Roll, Big Squirt)
- Drip

Conveyance Methods

- Open Dirt
- Pipeline

Current Geodatabase attributing would easily capture these data.

With some modifications to the Geodatabase, the following could be added. It may take additional time, appropriator contacts, and additional field visits:

- Crop Disposition
- Yield
- Exact Dates of Irrigation
- Volume of Water Applied.
- Weather Data
- Soil Moisture

These may require additional equipment, time, and money. It would be difficult to get landowners to agree to this intrusion as the Modified North Platte Decree is not a particularly popular topic. We have worked hard to build the current level of confidence we have in obtaining access to appropriator's lands and do not want to jeopardize this trust.

Report of the Consumptive Use Subcommittee
For the April 19, 2017, NPDC Meeting

North Platte River Basin Weather Stations

At the April 7, 2015 meeting of the NPDC, the members voted to have the Wyoming State Engineer's Office maintain the four weather stations as described in Exhibit 6. B. II. A. which states, "the NPDC will install and operate 4-6 automated weather stations to collect precipitation, temperature, humidity, wind speed, solar radiation and soil temperature (at the 4-inch depth) data."

As you will note on the Attached Invoice (NPDC_WS-2) the power and cellular charges are nearly identical to last year. The major difference from last year to now is in the cost of upgrading equipment and labor involved in maintaining the four sites.

Most of the sensors were relatively old and were due to be upgraded. The upgrades were necessary because the data collected from these weather stations is used to complete the Consumptive Use above Guernsey Report that is sent out on or before May 15th of each year. These upgrades will not be an expense every year. The sensors will last many years only needing to be re-calibrated occasionally.

The labor costs were not added to last year's invoice to help "understand the annual maintenance requirements for maintaining the four stations". The labor added to this year's invoice is only for Jeff Cowley's time on mandatory maintenance trips to the stations. Wyoming did not include Brenna Mefford's office time on updating the weather station programs, fixing modems, or travel time. Brenna went on a few trips as a teacher to help Jeff learn how to install sensors, maintain the stations, and troubleshoot issues in the field.

It is still too early in the process to tell if this is going to be a more realistic cost to maintain the four weather stations. The amount on this invoice is still far below the amount HPRCC requested to continue to maintain the stations, QA/QC the data, and host the data for us.

As of January 1, 2017 Water Resources Data System (WRDS) has taken over QA/QC and hosting our data. A website that will be available to the public will be completed very soon.

North Platte Basin above Guernsey Reservoir – Survey of Irrigation Practices

At the October 2016 NPDC meeting, the NPDC approved a 10-year interval between surveys of groundwater and surface water irrigation practices above Guernsey Reservoir. The next surveys are scheduled for 2021. NPDC asked Wyoming to provide more information about what they are gathering as part of their PRRIP acreage inspection duties. Also requested was additional information regarding the costs that might be assessed by the Wyoming Survey and Analysis Center. The NPDC requested this research for the purpose of considering easier and less expensive options than that of the previous National Agricultural Statistics Service for the 2021 "above Guernsey" area surveys in accordance with Paragraphs B.II.B & D of Exhibit B to Exhibit 6 of Appendix G of the Final Settlement.

Report of the Consumptive Use Subcommittee

For the April 19, 2017, NPDC Meeting

Wyoming has reported a cost estimate of \$13,500 for 250 contacts by the Wyoming Survey and Analysis Center for the CUSC survey above Guernsey in combination with the two Triangle surveys to be conducted by the RWSC. Wyoming has also provided a report on information collected by Wyoming as a part of their acreage inspection for the Platte River Recovery Implementation Program (Attachment A). This information has been shared with the CUSC by email.

The CUSC recommends that the following action item be adopted by the NPDC.

Action Item:

1. Approval of the invoice #NPDC_WS-2 of \$12,405.18 for the April, 2016 to March, 2017 expenses incurred for the four North Platte River Basin weather stations. Payment will be split three ways between Wyoming, Nebraska and Reclamation.
2. The CUSC will identify and evaluate entities and methods for carrying out the 2021 surveys above Guernsey and report the findings to the NPDC during the Fall 2017 meeting.

Respectively submitted by:



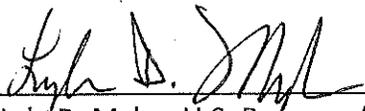
Tim Freed, Nebraska

4/19/17
Date



SEO, Wyoming

4/19/17
Date



Lyle D. Myler, U.S. Bureau of Reclamation

4/19/2017
Date

Erin Light, Colorado

Date

Report of the Consumptive Use Subcommittee

For the October 5, 2016, NPDC Meeting

Attachment A

Wyoming has reported a cost estimate of \$13,500 for 250 contacts by the Wyoming Survey and Analysis Center for the CUSC survey above Guernsey in combination with the two Triangle surveys to be conducted by the RWSC. Wyoming has also provided a report on information collected by Wyoming as a part of their acreage inspection for the Platte River Recovery Implementation Program (Attachment A). This information has been shared with the CUSC by email.

The CUSC recommends that the following action item be adopted by the NPDC.

Action Item:

1. Approval of the invoice #NPDC_WS-2 of \$12,405.18 for the April, 2016 to March, 2017 expenses incurred for the four North Platte River Basin weather stations. Payment will be split three ways between Wyoming, Nebraska and Reclamation.
2. The CUSC will identify and evaluate entities and methods for carrying out the 2021 surveys above Guernsey and report the findings to the NPDC during the Fall 2017 meeting.

Respectively submitted by:

Tim Freed, Nebraska

Date

_____, Wyoming

Date

Lyle D. Myler, U.S. Bureau of Reclamation

Date



Erin Light, Colorado

04/14/2017
Date

Report of the Consumptive Use Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment A

Wyoming State Engineer's Office
Water Division 1, Torrington, Field Office
511 West 27th St.
Torrington, WY 82240

307-532-2248 (Voice)
rob.foreman@wyo.gov (email)

MEMORANDUM



TO: Jeff Cowley, NPR Coordinator
CC: Brian Pugsley, Superintendent, Division 1
FROM: Rob Foreman, Program Principal
SUBJECT: Acreage Data Collection
DATE: April 6, 2017

Mr. Cowley:

In regards to the information that the Acreage Inspectors are presently gathering, they have the ability to obtain the following with limited or no contact with appropriators:

Irrigated Acres

Non-Irrigated Acres

Inundated Acres

Water Source

- Mainstem Surface Water
- Tributary Surface Water
- Reservoir Stored Surface Water
- Hydrologically Connected Groundwater
- Non-Hydrologically Connected Groundwater
- Sole Source Additional Supply Groundwater
- Green Area Goundwater
- Triangle Area Groundwater
- Transferred Irrigation Water Rights
- Glendo Contract Water

Crop Types

- Grass
- Alfalfa/Grass Mix
- Alfalfa
- Small Grains (Wheat, Barley, Oats, Triticale, etc.)
- Coarse Grains (Corn, Sorghum, etc.)
- Feed Grass (Sterile Sorghum, Sudan, Sudex, etc.)

Wyoming State Engineer's Office

307-532-2248 (Voice)

Report of the Consumptive Use Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment A

Water Division 1, Torrington, Field Office
511 West 27th St.
Torrington, WY 82240

rob.foreman@wyo.gov (email)

- Sugar Beets
- Dry Edible Beans
- Vegetable Crops (Potatoes, Carrots, Onions, etc.)
- Sunflowers (Confection and Oil Seed)
- Oilseed Crops (Safflower, Rapeseed, Canola, etc.)
- Nursery Trees
- Wildlife Food Plots
- Irrigated Fallow
- Grapes
- More as needed

Irrigation Types

- Wild Flood (Cutouts without any controls)
- Controlled Flood (Gated Pipe, Corrugations, Furrows)
- Overhead (Center Pivot, Lateral, Side Roll, Big Squirt)
- Drip

Conveyance Methods

- Open Dirt
- Pipeline

Current Geodatabase attributing would easily capture these data.

With some modifications to the Geodatabase, the following could be added. It may take additional time, appropriator contacts, and additional field visits:

- Crop Disposition
- Yield
- Exact Dates of Irrigation
- Volume of Water Applied.
- Weather Data
- Soil Moisture

These may require additional equipment, time, and money. It would be difficult to get landowners to agree to this intrusion as the Modified North Platte Decree is not a particularly popular topic. We have worked hard to build the current level of confidence we have in obtaining access to appropriator's lands and do not want to jeopardize this trust.

Report of the Official Files Subcommittee

For the April 19, 2017, NPDC Meeting

Since the October 5, 2016, NPDC meeting, the Official Files Subcommittee (OFSC) met via conference call on November 14, 2016, and corresponded regularly via email. The following is a summary of the actions completed by the OFSC since the October 2016 NPDC meeting:

REVIEW OF OFFICIAL FILES (FALL 2016-SPRING 2017)

The OFSC members have reviewed official files sent to the NPDC SharePoint inbox since the October 2016 meeting and have indicated their approval on the approval tracking spreadsheet available on the NPDC SharePoint site.

UPDATES TO THE NPDC REPRESENTATIVE AND SUBCOMMITTEE MEMBERSHIP LIST

The NPDC Representative and Subcommittee Membership list (Attachment A) has been updated, reflecting representative and subcommittee membership announcements made since the October 2016 meeting.

PAYMENT FOR 2016 OFSC DOCUMENT AND DATABASE MANAGEMENT

An invoice (#201601) in the amount of \$5,244.00 for services related to document and database management completed for NPDC's official files during the 2016 calendar year was submitted to the FSC Chair and NPDC Chair for review on April 11, 2017. Once the invoice has received first and second signatures of approval it will be forwarded to the Nebraska Community Foundation and payment will be made in one-third shares, split evenly by Nebraska, Wyoming, and the Bureau of Reclamation.

REVISION TO ATTACHMENT A OF THE NPDC REPOSITORY OF DOCUMENTS PROTOCOL

The NPDC Repository File Folder Index, which is Attachment A in the Repository of Documents Protocol (Protocol), needs to be updated to reflect the file folder index in NPDC's SharePoint database. The update is required due to the establishment of a number of subcommittees since Attachment A was first included in the Protocol. A copy of the proposed revision to Attachment A of the Protocol is included in this report as Attachment B.

PROPOSAL FOR DIRECT CONTRACT BETWEEN NPDC AND THE FLATWATER GROUP FOR DOCUMENT AND DATABASE MANAGEMENT SERVICES

The OFSC would like to propose a change to the procedure used to contract for document and database management services of the NPDC official files. Currently, Nebraska contracts with The Flatwater Group (TFG) for services related to the processing and maintenance of official files and then requests reimbursement from NPDC members (Nebraska, Wyoming, and the Bureau of Reclamation). The contract between Nebraska and TFG is set to expire on June 30, 2017. The OFSC would like to propose that TFG provide the same document and database management services directly to the NPDC, with the Nebraska Community Foundation (NCF) serving as the contracting agent.

Due to the unique level of knowledge and expertise possessed by TFG about NPDC official files database and related procedures, a sole source contract agreement (Attachment C) is required in order for TFG to provide their services directly to the NPDC. A draft contract between NPDC and TFG, with NCF acting as contracting agent, for document and database management services is also attached (Attachment D). Based on the existing contract between Nebraska and TFG, the annual cost of TFG's services to NPDC will be \$5,244.00 annually. The OFSC is requesting: 1) approval of the attached sole source agreement, and 2) conditional approval of the attached draft contract, subject to changes requested by parties to the contract. If the above action items are approved, the OFSC will seek NPDC approval of the final contract via email before June 30, 2017.

Report of the Official Files Subcommittee For
the April 19, 2017, NPDC Meeting

ACTION ITEMS

The subcommittee recommends that the following action items be adopted by NPDC:

1. Approve invoice #201601 of \$5,244.00 for expenses incurred by the processing of official files for the 2016 calendar year.
2. Approve the revision made to Attachment A of the NPDC Repository of Documents Protocol.
3. Approve the sole source agreement for contracting with The Flatwater Group for document database management.
4. Conditionally approve the draft contract with The Flatwater Group for document database management.

Respectfully submitted by:



Tim Freed, Nebraska

4/19/17
Date



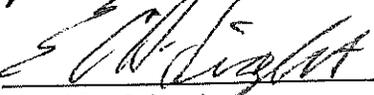
Brad Cannon, US Bureau of Reclamation

4/19/2017
Date



Jeff Cowley, Wyoming SEO

4/19/17
Date



Erin Light, Colorado

05/03/17
Date

Report of the Official Files Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment A

NPDC REPRESENTATIVE AND SUBCOMMITTEE MEMBERSHIP LIST

Representatives

Name	From	To	Active
Dick Wolfe, CO	10/16/2007		Active
Hal D. Simpson, CO	11/1/2001	4/12/2007	Inactive
Gordon W. Fassett, NE	8/3/2015		Active
Jim Schneider, NE	12/8/2014	8/3/2015	Inactive
Brian Dunnigan, NE	4/15/2008	12/8/2014	Inactive
Ann Bleed, NE	9/30/2005	3/24/2008	Inactive
Roger Patterson, NE	11/1/2001	9/30/2005	Inactive
Carlie Ronca, USBR	10/21/2014		Active
Coleman Smith, USBR	7/2/2012	4/9/2014	Inactive
John H. Lawson, USBR	11/1/2001	12/31/2011	Inactive
Patrick T. Tyrrell, WY	11/1/2001		Active

Alternates

Name	From	To	Active
Erin Light, CO	8/1/2008		Active
Ken Knox, CO	11/1/2001	8/1/2008	Inactive
Jennifer J. Schellpeper, NE	9/30/2005		Active
Jim Schneider, NE	10/26/2010	12/8/2014	Inactive
Ann Bleed, NE	5/16/2002	9/30/2005	Inactive
Lyle Myler, USBR	9/26/2005		Active
Ken Randolph, USBR	11/1/2001	4/13/2004	Inactive
Brian Pugsley, WY	4/11/2013		Active
Randy Tullis, WY	11/1/2001	10/20/2012	Inactive

Replacement Water Subcommittee

Name	From	To	Active
Erin Light, CO	8/1/2008		Active
Tim Freed, NE*	10/30/2015		Active
Jesse Bradley, NE	12/13/2012	10/30/2015	Inactive
Pat Golti, NE	9/3/2009	12/13/2012	Inactive
Doug Hallum, NE	2/4/2010	10/1/2013	Inactive
Jennifer J. Schellpeper, NE	10/17/2006	9/3/2009	Inactive
Brock Merrill, USBR	10/21/2014		Active
Hilaire Peck, USBR	4/18/2012	4/9/2014	Inactive
Brian Anderson, USBR	4/12/2007	4/18/2012	Inactive

Report of the Official Files Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment A

Art Hill, USBR	9/1/2006	4/12/2007	Inactive
Jeff Cowley, WY	8/5/2016		Active
Matt Hoobler, WY	4/15/2008	7/15/2016	Inactive
Phillip Stump, WY	8/1/2006	4/15/2008	Inactive

Official Files Subcommittee

Name	From	To	Active
Erin Light, CO	9/23/2016		Active
Laura Nelsen, CO	11/15/2014	9/23/2016	Inactive
Erin Light, CO	8/1/2008	10/26/2010	Inactive
Kevin Rein, CO	10/17/2006	8/1/2008	Inactive
Ken Knox, CO	12/1/2002	8/1/2008	Inactive
Tim Freed, NE*	10/30/2015		Active
Jennifer J. Schellpeper, NE	10/1/2002	10/30/2015	Inactive
Brad Cannon, USBR	11/15/2014		Active
Lyle Myler, USBR	10/1/2002	10/26/2010	Inactive
Jeff Cowley, WY	12/1/2016		Active
Rob Foreman, WY	11/15/2014	12/1/2016	Inactive
Matt Hoobler, WY	4/15/2008	10/26/2010	Inactive
Phillip Stump, WY	4/13/2004	4/15/2008	Inactive
Mike Hill, WY	10/1/2002	4/13/2004	Inactive

Groundwater Wells Subcommittee

Name	From	To	Active
Erin Light, CO	8/1/2008		Active
Philip Paitz	4/11/2017		Active
Colby Osborn, NE	4/7/2016	11/23/2016	Inactive
Jesse Bradley, NE	12/13/2012	3/3/2016	Inactive
Pat Goltl, NE	4/15/2010	12/13/2012	Inactive
Jennifer J. Schellpeper, NE	4/1/2002	11/19/2009	Inactive
Lyle Myler, USBR	6/1/2002		Active
Hilaire Peck, USBR	4/18/2012	4/9/2014	Inactive
George Moser, WY*	8/5/2016		Active
Matt Hoobler, WY	4/15/2008	7/15/2016	Inactive
Lisa Lindemann, WY	10/19/2004	10/21/2014	Inactive
Phillip Stump, WY	10/28/2003	4/15/2008	Inactive
Tom Quinn, WY	4/3/2003	10/28/2003	Inactive
Richard G. Stockdale, WY	4/1/2002	4/3/2003	Inactive
John Harju, WY	4/1/2002	10/1/2002	Inactive

Report of the Official Files Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment A

Finance Subcommittee

Name	From	To	Active
Erin Light, CO	8/1/2008		Active
Kevin Rein, CO	4/3/2003	8/1/2008	Inactive
Jennifer J. Schellpeper, NE	10/30/2015		Active
Jesse Bradley, NE	12/13/2012	10/30/2015	Inactive
Pat Goltl, NE	4/18/2012	12/13/2012	Inactive
Jennifer J. Schellpeper, NE	4/3/2003	4/18/2012	Inactive
Mahonri Williams, USBR*	4/18/2012		Active
Lyle Myler, USBR	4/3/2003	4/1/2012	Inactive
Jeff Cowley, WY	8/5/2016		Active
Matt Hoobler, WY	4/15/2008	7/15/2016	Inactive
Phillip Stump, WY	4/3/2003	4/15/2008	Inactive

Consumptive Use Subcommittee

Name	From	To	Active
Erin Light, CO	8/1/2008		Active
Ken Knox, CO	10/1/2002	8/1/2008	Inactive
Tim Freed, NE*	8/10/2016		Active
Jennifer J. Schellpeper, NE	10/30/2015	8/10/2016	Inactive
Jesse Bradley, NE	12/13/2012	10/30/2015	Inactive
Pat Goltl, NE	4/18/2012	12/13/2012	Inactive
Jennifer J. Schellpeper, NE	10/1/2002	4/18/2012	Inactive
Derrel Martin, NE	10/1/2002	2/1/2009	Inactive
Ann Bleed, NE	10/1/2002	10/11/2005	Inactive
Lyle Myler, USBR	4/13/2004		Active
Ken Randolph, USBR	10/1/2002	4/13/2004	Inactive
Brenna Mefford, WY	8/5/2016	3/17/2017	Inactive
Matt Hoobler, WY	4/15/2008	7/15/2016	Inactive
Phillip Stump, WY	4/1/2004	4/15/2008	Inactive
Randy Tullis, WY	10/1/2002	10/20/2012	Inactive
Sue Lowry, WY	10/1/2002	4/1/2004	Inactive

Control Crest Subcommittee

Name	From	To	Active
Erin Light, CO	8/1/2008		Active
Tom Hayden, NE	4/1/2002		Active
Art Hill, USBR	10/22/2015		Active

Report of the Official Files Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment A

Brad Cannon, USBR	10/21/2014	10/22/2015	Inactive
Hilaire Peck, USBR	4/18/2012	4/9/2014	Inactive
Brian Anderson, USBR	4/12/2007	4/30/2011	Inactive
Mahonri Williams, USBR	10/17/2006	4/12/2007	Inactive
Ed Kouma, USBR	4/1/2002	10/17/2006	Inactive
Brian Pugsley, WY*	4/11/2013		Active
Randy Tullis, WY	4/1/2002	4/11/2013	Inactive

Natural Flow and Ownership Accounting Ad Hoc Subcommittee

Name	From	To	Active
Erin Light, CO	10/28/2016		Active
Tom Hayden, NE	10/28/2016		Active
Art Hill, USBR	10/28/2016		Active
Brian Pugsley, WY	10/28/2016		Active

By-Laws Ad Hoc Subcommittee

Name	From	To	Active
Ken Knox, CO	4/1/2002	8/1/2008	Inactive
Ann Bleed, NE	4/1/2002	3/24/2008	Inactive
Ken Randolph, USBR	4/1/2002	1/1/2004	Inactive
Sue Lowry, WY	4/1/2002	4/1/2004	Inactive

Stateline Gage Subcommittee

Name	From	To	Active
Erin Light, CO	8/1/2008	10/9/2013	Inactive
Jesse Bradley, NE	4/15/2008	10/9/2013	Inactive
Pat Goltl, NE	10/26/2010	12/13/2012	Inactive
Jennifer J. Schellpeper, NE	4/15/2008	10/26/2010	Inactive
Brian Dunnigan, NE	4/1/2007	4/15/2008	Inactive
Hilaire Peck, USBR	4/18/2012	10/9/2013	Inactive
Lyle Myler, USBR	4/1/2007	4/18/2012	Inactive
Matt Hoobler, WY	4/15/2008	10/9/2013	Inactive
Phillip Stump, WY	4/1/2007	4/15/2008	Inactive

Baseline Wells Ad Hoc Subcommittee

Name	From	To	Active
Jennifer J. Schellpeper, NE	4/12/2002	10/29/2002	Inactive
Lyle Myler, USBR	4/12/2002	10/29/2002	Inactive

Report of the Official Files Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment A

John Harju, WY	4/12/2002	10/29/2002	Inactive
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Pathfinder delivery Ad Hoc Subcommittee

Name	From	To	Active
Thomas Hayden, NE	9/5/2012	4/11/2013	Inactive
Mahonri Williams, USBR	9/5/2012	4/11/2013	Inactive
Brian Pugsley, WY	9/5/2012	4/11/2013	Inactive

Report of the Official Files Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment B

NPDC REPOSITORY FILE FOLDER INDEX

Folder ID	Folder Title	Filing Notes
<i>F001.0</i>	F001.0 - Index	Index to the Official NPDC files
<i>F001.1</i>	F001.1 - File Review Log	File Review Log (log of persons reviewing the repository of documents – Date, Time, Name, Organization)
<i>F010.0</i>	F010.0 - **Divider - Final Settlement Stipulation	Final Settlement Stipulation (Proposed Joint Settlement)
<i>F010.1</i>	F010.1 - Final Settlement Stipulation: Copy of November 13, 2001 FSS	Copy of November 13, 2001 FSS
<i>F010.2</i>	F010.2 - Final Settlement Stipulation: Revisions of NPDC procedures (Exhibits 2 - 15) and log of changes	Revisions: Most current version of NPDC procedures (Exhibits 2-15) and a log of changes
<i>F010.3</i>	F010.3 - Final Settlement Stipulation: Old versions of NPDC procedures (Exhibits 2 - 15)	Older versions of NPDC procedures (Exhibits 2-15)
<i>F020.0</i>	F020.0 - **Divider - Appendix A - Modified North Platte Decree	
<i>F020.1</i>	F020.1 - Appendix A - Colorado Acreage Reports	Colorado Acreage Reports, sub folders by year in the paper files
<i>F020.2</i>	F020.2 - Appendix A - Wyoming Consumptive Use Reports	Wyoming Consumptive Use Reports, sub folders by year in the paper files
<i>F020.3</i>	F020.3 - Appendix A - Wyoming Acreage/Reservoir Reports	Wyoming Acreage/Reservoir Reports, sub folders by year in the paper files
<i>F030.0</i>	F030.0 - **Divider - NPDC Business: Appendix G - North Platte Decree Committee Charter	
<i>F030.1</i>	F030.1 - NPDC Business: Proposed agenda and final minutes with attachments	Proposed agenda and final minutes with attachments, sub folders by meeting date in the paper files
<i>F030.2</i>	F030.2 - NPDC Business: General Correspondence	General Correspondence, sub folders by year in the paper files
<i>F030.3</i>	F030.3 - NPDC Business: Dispute Resolution	Dispute Resolution, sub folders by individual case in the paper files
<i>F030.4</i>	F030.4 - NPDC Business: Financial Agreements / Records	Financial Agreements/Records
<i>F030.5</i>	F030.5 - NPDC Business: NPDC Representatives' Mailing Addresses:	NPDC Representatives' Mailing Addresses: Exhibit 1, update as necessary

Report of the Official Files Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment B

Folder ID	Folder Title	Filing Notes
F040.0	F040.0 - **Divider - Basin Electric: Exhibit 3 – Water Administration of the Lower Laramie River System Relating to Basin Electric Power Cooperative’s Water Rights	
F040.1	Basin Electric and Lower Laramie Water Administration	Basin Electric/Lower Laramie Water Administration
F050.0	F050.0 - **Divider - Acreage Mapping and Hydrologically Connected Wells: Exhibits 4 and 12 – Procedure for Administration Upstream of Guernsey Reservoir and In the Lower Laramie River Basin	Revisions found in revisions folder; correspondence in NPDC or Subcommittee Folder
F050.1	F050.1 - Exhibit 4: Base Map Listing	Base Map Listing, remarks field should give reference to where the paper basemaps are stored
F050.2	F050.2 - Exhibit12: Base Map Listing	Base Map Listing, remarks field should give reference to where the paper basemaps are stored
F060.0	F060.0 - **Divider - Allocation Year: Exhibit 5 - Procedure for Administration Upstream of Guernsey Reservoir During Allocation Years	Revisions found in revisions folder; correspondence in NPDC or Subcommittee Folder
F060.1	F060.1 - Exhibit 5: Allocation Year - Correspondence and reports	Allocation Year: Correspondence and reports, sub folders by year in the paper files
F060.2	F060.2 - Exhibit 5: Allocation Year - Main stem diversions between Pathfinder and Guernsey	Main stem diversions between Pathfinder and Guernsey, sub folders by year in the paper files
F070.0	F070.0 - **Divider - Consumptive Use: Exhibit 6 - Procedure for Consumptive Use Accounting	Revisions found in revisions folder; correspondence in NPDC or Subcommittee Folder; Exhibit B Data Collection (backup copies of access, excel or other data files on CD/DVD etc should be kept in these folders with a reference in the remarks field stating t
F070.1	F070.1 - Exhibit 6: Consumptive Use - Climate Data	Climate Data
F070.2	F070.2 - Exhibit 6: Consumptive Use - Irrigation Inventory	Irrigation Inventory
F070.3	F070.3 - Exhibit 6: Consumptive Use - Diversion Data	Diversion Data

Report of the Official Files Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment B

Folder ID	Folder Title	Filing Notes
<i>F070.4</i>	F070.4 - Exhibit 6: Consumptive Use - Water Balance Study Sites	Water Balance Study Sites
<i>F080.0</i>	F080.0 - **Divider - Negative Natural Flow: Exhibits 7 to 9 - Procedures to Eliminate Negative Natural Flow Upon Occurrence, for Reservoir Storage Right Evaporation Losses and for River Carriage Losses	
<i>F080.1</i>	F180.1 - Exhibit 7: Negative Natural Flow	Studies/data regarding Negative Natural Flow
<i>F090.0</i>	F090.0 - **Divider - Storage Evaporation/River Carriage Loss	Procedures for reservoir storage right evaporation and for river carriage losses - studies/data
<i>F090.1</i>	F090.1 - Exhibit 8: Storage Evaporation Losses	Studies/data regarding Storage Evaporation Losses
<i>F090.2</i>	F090.2 - Exhibit 9: River Carriage Losses	Studies/data regarding River Carriage Losses
<i>F100.0</i>	F100.0 - **Divider - Exhibit 10: Procedure for Whalen Diversion Dam to the State Line Reach Administration of Irrigation Ground Water Rights	Baseline Wells: Exhibit 10 - Procedure for Whalen Diversion Dam to the State Line Reach Administration of Irrigation Ground Water Rights – Revisions found in revisions folder; correspondence in NPDC or Subcommittee Folder
<i>F100.1</i>	F100.1 - Exhibit 10: Baseline Wells List	Baseline Wells List
<i>F100.2</i>	F100.2 - Exhibit 10: Active report for wells in triangle area	Active report for wells in triangle area
<i>F100.3</i>	F100.3 - Exhibit 10: Pumpage report of active wells	Pumpage report of active wells
<i>F100.4</i>	F100.4 - Exhibit 10: 5 year data collected on parameters used to estimate replacement water requirements	5 year data collected on parameters used to estimate replacement water requirements
<i>F100.5</i>	F100.5 - Exhibit 10: Annual Trigger days report & Data	Annual Trigger days report & Data
<i>F100.6</i>	F100.6 - Exhibit 10: Torrington Weather Station Data	Torrington Weather Station Data
<i>F100.7</i>	F100.7 - Exhibit 10: Five year review of replacement water requirements	Five year review of replacement water requirements

Report of the Official Files Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment B

Folder ID	Folder Title	Filing Notes
<i>F110.0</i>	F110.0 - **Divider - Exhibit 11: Procedure for Whalen Diversion Dam to the State Line Reach Administration of Surface Water Rights from Tributaries and Drains	Revisions found in revisions folder; correspondence in NPDC or Subcommittee Folders
<i>F110.1</i>	F110.1 - Exhibit 11: Surface water adjudications list	Surface water adjudications list
<i>F110.2</i>	F110.2 - Exhibit 11: Monthly Reports for irrigation season	Monthly Reports for irrigation season
<i>F120.0</i>	F120.0 - **Divider - Exhibits 13 - 15: Procedure for Reporting Post 2000 Irrigation Wells Within Wheatland Irrigation District; New Municipal, Industrial, and Export Permits; Permits for New Dams, Enlargements or Groundwater Recharge Projects	Revisions found in revisions folder; correspondence in NPDC or Subcommittee Folders
<i>F120.1</i>	F120.1 - Exhibit 13: Wheatland Irrigation District Pumpage Reports	Wheatland Irrigation District Pumpage Reports
<i>F120.2</i>	F120.2 - Exhibits 13 - 15 Monthly Reports	Exhibits 13, 14 & 15 Monthly Reports
<i>F130.0</i>	F130.0 - **Divider - Subcommittees	Applies to all Subcommittee Folders: Something the SC submits to the NPDC or correspondence between SC members that is CC'd to the NPDC Chairperson, unless either are submitted via an attachment to meeting minutes, then they will be filed with the minutes
<i>F130.1</i>	F130.1 - Subcommittee: By-Laws Ad Hoc (BLSC)	Same as above except copy of the By-laws kept here in addition to the copy found as an attachment to the minutes.
<i>F140.1</i>	F140.1 - Subcommittee: Control Crest (CCSC)	same as above
<i>F150.1</i>	F150.1 - Subcommittee: Groundwater Wells (GWWSC)	same as above except copy of the procedures written for the processing of hydrologically connected well permits and the green area maps
<i>F160.1</i>	F160.1 - Subcommittee: Official Files Ad Hoc (OFSC)	same as above
<i>F170.1</i>	F170.1 - Subcommittee: Consumptive Use (CUSC)	same as above
<i>F180.1</i>	F180.1 - Subcommittee: Finance (FSC)	same as above

Report of the Official Files Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment B

Folder ID	Folder Title	Filing Notes
<i>F190.1</i>	F190.1 - Subcommittee: Replacement Water (RWSC)	same as above
<i>F200.1</i>	F200.1 - Subcommittee: State Line Gage (SLG)	same as above

Report of the Official Files Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment C

MEMORANDUM

Date: March XX, 2017
To: North Platte Decree Committee (NPDC)
From: NPDC Official Files Subcommittee (OFSC) and Tim Freed, CUSC Chair

RE: Sole source justification for contract with The Flatwater Group (TFG) for Document Database Management

The OFSC is requesting sole source approval for the services of TFG. Currently, TFG provides document and database services for the Nebraska Department of Natural Resources (NeDNR) for the purpose of managing official files for the NPDC. The OFSC proposes that TFG provide those services directly to the NPDC.

A sole source contract agreement is needed due to a unique level of knowledge and expertise possessed by TFG in providing ongoing support for the document and database management system. NPDC official files are currently housed and managed in a database created by TFG, who must be fully reimbursed for all such work. The cost of \$5,244 is based upon the existing contract between TFG, the NeDNR and the Nebraska Community Foundation. Due to the unique experience that TFG has with the required services, this waiver from competitive bidding is requested for a new contract with NPDC, replacing the existing contract with NeDNR.

Approved by the NPDC

Date: _____

For the North Platte Decree Committee through its parties, the United States (Bureau of Reclamation), the State of Nebraska, the State of Colorado and the State of Wyoming:

Date: _____

Diane Wilson, Chief Financial & Administrative Officer
Nebraska Community Foundation, as contracting agent

Report of the Official Files Subcommittee

For the April 19, 2017, NPDC Meeting

Attachment D

The Contract Follows

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CONTRACT
between
THE FLATWATER GROUP, INC.
and
NEBRASKA COMMUNITY FOUNDATION
On behalf of the NORTH PLATTE DECREE COMMITTEE

This Contract (hereinafter referred to as "Contract") is made and entered into by and between The Flatwater Group, Inc., (hereinafter referred to as "CONTRACTOR") whose address is 8200 Cody Drive, Lincoln, NE 68512-9550, and Nebraska Community Foundation (NCF), whose address is P.O. Box 83107, Lincoln, NE 68501, acting on behalf of the North Platte Decree Committee (NPDC) for services to be rendered by the CONTRACTOR to provide ongoing support to the NPDC for the official NPDC document and database management system. CONTRACTOR and NCF are hereinafter referred to individually as "Party" and collectively as "Parties".

Whereas, the NPDC is responsible for implementation of the requirements of the Modified North Platte Decree and Final Settlement Stipulation in Nebraska v. Wyoming, 122 S.Ct. 420 (2001) which includes the parties' agreement to create the NPDC to assist in monitoring, administration, and implementing the Modified Decree; and

Whereas, the NPDC has entered into a Memorandum of Agreement #05AG601965 (MOA) with the NCF, dated June 20, 2005, ~~and attached hereto as Attachment C, so~~ that allows NCF to act as a limited contracting agent for the NPDC; and

Commented [DW1]: I see no reason to attach the MOA.

Whereas, the CONTRACTOR is qualified to perform the services required under this Contract;

Now, therefore, in consideration of the mutual promises and obligations set forth herein, the undersigned Parties to this Contract agree as follows:

ARTICLE 1. SCOPE OF WORK.

The CONTRACTOR shall perform all of the services described in Attachment A, Scope of Work, which is attached to and made a part of this Contract.

ARTICLE 2. TERM OF SERVICES.

- (a) This Contract shall ~~remain in be in effect for five years from the date of effectiveness~~ from May 1, 2017 to April 30, 2022.
- (b) This Contract may be terminated by either Party upon 30 days written notice to the other Party.

Commented [DW2]: It would be much simpler if we start and end with dates certain (assuming Nebraska can end its contract with TFG at any time).

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ARTICLE 3. CONSIDERATION AND METHOD OF PAYMENT.

- (a) ~~CONTRACTOR shall perform all services described in this Contract for up to \$5,244 per calendar year.~~ CONTRACTOR shall be compensated according to the hourly rate and reimbursable expense price schedules ~~defined~~set forth in Attachment B but compensation will not exceed \$5,244 per calendar year. For the calendar year January 1, 2017 through December 31, 2017, any payments made, or payable, under the prior contract, between Consultant and the Nebraska Department of Natural Resources, will reduce the compensation available to the Consultant for services that would have been compensable during 2017.
- (b) CONTRACTOR shall submit invoices to the Chair of the Official Files Subcommittee of the NPDC, for work accomplished during the preceding ___ months. Payment shall be made within (90) days.
- (c) CONTRACTOR shall provide detailed time and expense records within all invoices for the work completed and CONTRACTOR'S costs under each task in Attachment A.

Commented [MM3]: Update before finalizing. Tim, did you and Gordon confirm this amount?

Commented [DW4]: If we implement a May 1 to April 30 contract year won't need this last sentence.

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Commented [DW5]: We should set forth billing frequency. Is this annual?

ARTICLE 4. SPECIAL PROVISIONS

- (a) The Parties agree that CONTRACTOR shall comply with applicable standards of professional care in the performance of the services provided for in this Contract and perform all work in a competent, efficient and workmanlike manner using sound techniques current in the industry or profession and applying such skills and expertise as may be necessary to perform its obligations under this Contract.
- (b) ~~CONTRACTOR shall maintain for itself Workers' Compensation insurance (including Employer's Liability Insurance), Commercial General Liability Insurance and Professional Errors and Omissions Insurance in amounts sufficient to protect NCF and NPDC. CONTRACTOR shall advise the Consumptive Use Subcommittee Chair upon reasonable request of the terms, conditions, and limits of its coverage by certificate~~provide a certificate of insurance showing all coverage amounts annually during the term of this Contract.
- ~~(b)~~(c) CONTRACTOR certifies by signing this Contract that neither CONTRACTOR nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency from participation in the transaction covered by this Contract.

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ARTICLE 5. GENERAL PROVISIONS.

- (a) Amendments. Either Party may request changes to this Contract. Any changes, modification, revisions or amendments to this Contract which are mutually agreed upon by and between the Parties to this Contract shall be incorporated by written instrument, executed and signed by all Parties to this Contract.
- (b) Availability of Funds. Each payment obligation of NPDC and NCF 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 services to be performed by the CONTRACTOR, the Contract may be terminated at the end of the period for which the funds are available. The NPDC shall notify the CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. 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. This provision shall not be construed to permit either party to terminate this Contract in order to acquire similar services from another party.
- (c) Entirety of Contract. This Contract, consisting of nineteen (22) pages including Attachment(s) A, B, and C, represents the entire and integrated contract between the parties and supersedes all negotiations, representations and contracts, whether written or oral.
- (d) Sovereign Immunity and Liability. Nothing in this Contract shall be construed as a waiver of sovereign immunity of any NPDC member and each NPDC member specifically retains immunity and all defenses available to it as sovereign pursuant to state and federal law. None of the NPDC members agree to insure, defend, or indemnify the other. The CONTRACTOR agrees to indemnify, defend and hold harmless the NCF, the NPDC, the NPDC members, and their officers, agents, and employees from any and all claims, lawsuits, losses and liabilities arising out of the CONTRACTOR'S failure to perform any of the CONTRACTOR'S duties and obligations hereunder or in connection with the negligent performance of the CONTRACTOR'S duties or obligations.
- (e) Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity, other than the NPDC, the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the Parties to this Contract, and shall inure solely to the benefit of the parties to this Contract and NPDC. The Parties to this Contract intend and expressly agree that only Parties signatory to this Contract and NPDC shall have any legal or equitable right to seek to enforce this Contract,

Commented [MM6]: Check and, if necessary, revise before finalizing.

Commented [DW7]: Revise if we do not include MOA as an attachment.

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to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

- (d) Assignment. Neither Party to this Contract may assign or transfer any rights or obligation under this Contract without prior written approval of the other Party.

Commented [DW8]: Paragraph lettering somehow got messed up, as the preceding paragraph is (e). This should be (f) – and the rest of Article 5 should follow from there.

- (e) Notice. All notices arising from the provisions of this Contract shall be in writing and given to the following at the address provided under this Contract, either by U.S. mail, fax or delivery in person:

If to NCF: Diane M. Wilson, Manager of Public/Private Partnerships, Nebraska Community Foundation, P.O. Box 83107, Lincoln, NE 68501, phone: 402-323-7330.

If to NPDC: Chair, NPDC Official Files Subcommittee, 301 Centennial Mall South, P.O. Box 94676, Lincoln, NE 68509, phone: 402-471-2899].

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If to CONTRACTOR: Thomas E. Riley, The Flatwater Group, Inc., 8200 Cody Drive, Ste. A, Lincoln, NE 68512 phone: 402-435-5441.

- (f) Work product. All writings, technical reports, sound recordings, magnetic recordings, computer programs, computerized data-bases, data-bases in hard copy, drawings, specifications, designs, reports, photographs, and other graphical representations prepared by CONTRACTOR hereunder are and shall be the property of the NPDC and shall be delivered to the NPDC no later than the termination date of the Contract. Nothing produced, in whole or in part, by the CONTRACTOR shall be the subject of any publication or application for copyright by or on behalf of CONTRACTOR without the express written consent of the NPDC chairman.
- (g) Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- (h) Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect.
- (i) Termination of Contract. This Contract may be terminated immediately for cause if the contractor fails to perform in accordance with the terms of this Contract.
- (j) Independent Contractor. The CONTRACTOR shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the NCF or the NPDC for any purpose. The

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CONTRACTOR shall assume sole responsibility for any debts or liabilities that may be incurred by the contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this contract shall be interpreted as authorizing the CONTRACTOR or its agents and/or employees to act as an agent or representative for or on behalf of the NCF or NPDC.

ARTICLE 6. PROJECT CONTACTS

The CONTRACTOR’S Project Contact for this Contract is:

- Name:
- Address:
- Email:
- Phone:

NCF’s Project Contact for this Contract is:

- NPDC Official Files Subcommittee Chair
- Address:
- Email:
- Phone:

~~All correspondence, invoices, notice and other communication to the CONTRACTOR will be provided by and to the Consumptive Use Official Files Subcommittee Chair, Tim Freed.~~ The NPDC will be responsible to inform the CONTRACTOR’S Project Contact of the current name and contact information address of the Consumptive Use Official Files Subcommittee Chair.

Commented [usbr9]: Why Consumptive Use Subcommittee? Shouldn't it be Official Files Subcommittee?

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ARTICLE 7. SIGNATURES. In witness whereof, the parties to this Contract through their duly authorized representatives have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract as set forth herein ~~including the limitations and provisions of the MOA #05AG601965.~~

Commented [DW10]: As noted above, I do not think we need this attached.

The effective date of this Contract is ~~the date of the signature last affixed to this Contract.~~

Commented [DW11]: If we change Article 2, this will change as well.

The Flatwater Group, Inc.

By: _____ Date: _____
Thomas E. Riley
President

For the North Platte Decree Committee through its parties, the United States (Bureau of Reclamation), the State of Nebraska, the State of Colorado, and the State of Wyoming

By: _____ Date: _____
Diane M. Wilson, Manager of Public/Private Partnerships
Nebraska Community Foundation, as contracting agent.

The North Platte Decree Committee

Commented [usbr12]: Each State will need to know if their attorney general or a legal representative will also need to sign it.

By: _____ Date: _____
United States of America Representative
Carlie A. Ronca, Area Manager
Bureau of Reclamation

Commented [DW13R12]: Consistent with my response to Tim's comment below, should not need this since states will not be parties to the contract.

By: _____ Date: _____
State of Wyoming Representative
Patrick T. Tyrrell, State Engineer

Wyoming State Engineer's Office

By: _____ Date: _____
State of Nebraska Representative
Gordon (Jeff) Fassett, Director
Nebraska Department of Natural Resources

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By: _____ Date: _____

State of Colorado Representative

???, State Engineer

Colorado State Engineer's Office

Commented [FT14]: Per Mahonri Williams, may not need these with NCF acting as NPDC representative

Commented [DW15R14]: We will not need these – that is the reason for having NCF as signer (and Reclamations and the states delegate vendor selection to NPDC).

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ATTACHMENT A. SCOPE OF WORK

TASKS: To provide ongoing support to the North Platte Decree Committee (NPDC) for the official NPDC document and database management system.

DESCRIPTION OF WORK:

- (1) When necessary, revise Chain of Custody (COC) between NPDC and TFG for processing relevant NPDC database documents. COC will define document management procedure to process incoming physical and electronic documents with NPDC relevance. The COC will follow the NPDC folder and document identification coding system per terms of the NPDC Repository of Documents Protocol. The COC will also outline NPDC document stamping, scanning, and database coding per terms of protocol.
- (2) Process relevant NPDC documents per terms of COC and Repository of Documents Protocol. TFG will perform stamping, scanning, and database coding of relevant documents.
- (3) Maintain existing document titled "North Platte Decree Committee: Repository of Documents Protocol" to outline the web-based repository and processing protocol, as is deemed necessary by the Project Manager.
- (4) Support NPDC and subcommittee members with use of the NPDC web-based repository database system. Support will include compliance with the COC procedure that has been adopted by the NPDC as well as ensuring that other parties/agencies involved in the project can access documents.

WORK PRODUCT: The NPDC shall be provided semiannual progress reports detailing document updates and additions to the NPDC database. Relevant NPDC documents will also be processed semiannually, on a rolling basis, throughout the course of year. A document processing record and database update record will be documented semiannually within the web-based repository.

SCHEDULE: Work on this task order will commence [REDACTED], 2017.

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ATTACHMENT B. BILLING GUIDELINES

INTRODUCTION

The NPDC and Contractor must fully cooperate to efficiently deliver a quality representation to the NPDC. The following guidelines have been agreed to by the NPDC and Contractor, in an effort to provide an efficient method for billing and reviewing bills of the Contractor.

Commented [DW16]: I am changing this throughout Att. B because "Contractor" is the term used in the body of the contract.

These guidelines are general in nature and are meant to serve as a guide. Compliance with these guidelines or payment under the Contract shall not foreclose the right of the NPDC to recover excessive or improper payments.

FEES

A. ACCEPTABLE FEES

1. The NPDC will pay only for the actual time spent completing a task, with the time rounded to the nearest tenth (0.1) hour.
2. The NPDC will pay only those fees that reflect the highest and best use of Contractor's time.
3. The NPDC shall pay compensation to the Contractor at the rates set forth below, subject to any limitations stated in Article 3 of the Contract.

Project Manager	\$170.00 per hour
Project Task Manager	\$125.00 per hour
Senior Engineer	\$160.00 per hour
Senior Planner/Scientist	\$120.00 per hour.
Mid-Level Engineer	\$100.00 per hour
Water Resources Specialist	\$105.00 per hour
Designer/GIS Specialist	\$95.00 per hour
Junior Environmental Planner	\$90.00 per hour
Junior Engineer	\$85.00 per hour
Engineering Technician	\$75.00 per hour

4. Non-local travel requires advance written approval. Non-local travel is defined as travel outside of Lincoln, Nebraska. When non-local travel is required, the Contractor shall bill that time in accordance with the provisions of this Attachment B. All travel expenses must be accompanied by itemized receipts.
5. In no event will total payments to CONTRACTOR exceed the maximum set forth in Article 3 of the Contract.

Commented [DW17]: Is this correct?

B. UNACCEPTABLE FEES

1. The NPDC will not pay fees and/or expenses associated with the following:
 - a) Preparation of bills and invoices.

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- b) Responding to billing inquiries from any entity.
- c) Time and/or expenses incurred due to change or departure of Consultant's resources.
- d) Continuing education/seminars, unless approved by NPDC in writing, in advance.
- e) Multiple file review by non-essential personnel or transfer file reviews, unless approved in advance.
- f) Secretarial work.
- g) Staff overtime rates.
- h) Word processing.
- i) Arranging travel/accommodations.
- j) Velobinding (personnel costs).
- k) Copying (personnel costs).
- l) Faxing (personnel costs).

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EXPENSES IN GENERAL

Premiums/Markups: The NPDC will pay the actual costs for reasonable expenses without premiums or markups unless agreed to in writing by the Parties to this agreement.

Limits/Guidelines: All travel-related expenses, including meals, hotel expenses and incidental expenses shall be incurred in accordance with the limitations prescribed by Title 41 of the the Federal Travel Regulation System.

Itemization: Expenses are required to be itemized in accordance with the requirements of the State Auditor.

Commented [DW18]: What state?

Commented [DW19R18]:

Detail: Each expense item must be adequately detailed so as to enable and to determine the exact nature, purpose, and necessity of the expense.

Payment: Receipts for expenses over a certain dollar amount set by the State Auditor must be attached to Contractor's bill. Individual expenses over \$1,000 must be approved by the NPDC in writing, in advance.

Commented [DW20]: What state?

Telephone Charges: Will pay actual, necessary long distance phone call charges.

Photocopies: Charges for photocopies will be reimbursed at the actual cost to Contractor, not to exceed 20 cents per page. Contractor is expected to limit the making of photocopies, and wherever cost effective, use the resources of outside copying service if less than 20 cents per page. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total billed amount. Twenty cents per page copy costs may be exceeded only when the Contractor cannot control cost (e.g., certified copies from a government entity). Such copy costs should be separately noted in the Contractor's bill.

Non-Local Travel Expenses: Will pay for necessary and reasonable travel expenses, if travel is approved in advance and provided that:

- 1. Each expense is separately identified (air fare, hotel, rental car, meals, etc.), with an

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amount and date incurred.

2. Charged mileage does not exceed the current allowable Internal Revenue Service rate.
3. Travel time must be itemized separately, including the time spent, destination and purpose of the trip.
4. Travel time must be billed at 50% of approved hourly rates.
5. Hotel accommodations are moderately priced and hotel receipts are submitted.
6. Meal charges are reasonable and within guidelines set by State Auditor. Reimbursements for meals will only be made in conjunction with out of town travel.

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OVERHEAD

The NPDC will not pay any fees, charges, or expenses associated with Contractor's overhead expenses, including but not limited to the following:

1. Case management or litigation systems.
2. Overtime meals, transportation or other charges.
3. Rent.
4. Utilities.
5. Books.
6. Office supplies.
7. Conference rooms.
8. Computer equipment (except as agreed to by the parties to be leased for this project only).
9. Publications/periodicals.
10. Equipment rental (except computer equipment as agreed to by the parties to be leased for this project only).
11. Software.
12. Seminars, or continuing education.
13. Refreshments during meetings.
14. Local phone charges.

BILLING PROCEDURES

A. Itemization to show each activity:

1. Date activity performed.
2. Identity of individual performing the task.
3. The actual time spent on the task.
4. The rate charged by the timekeeper.

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5. The cost of the service.
6. The nature of the activity (description).

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B. Multiple Activities:

Where multiple activities are billed on a single day, each activity must be shown and listed in the description for that activity along with a separate delineation of time spent on each activity.

Adequate Description:

Each activity must be adequately described. The descriptions provided should be specific enough to allow a person unfamiliar with the case or billing professional to determine what function is being performed, and the necessity of the function to the progress of the case. The addition of a "re" descriptor is usually necessary. Such detailed description is required of most work including, but not limited to:

1. The identity of other participant(s), their titles (e.g., Ph.D.) and what was discussed in office and third-party communications (telephone calls, correspondence, meetings).
2. The purpose of a meeting/conference.
3. The specific issue researched.
4. The specific task worked on and the nature of the work performed.
5. The specific trial preparation performed.
6. The identity of material/documents reviewed.

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Commented [FT21]: This MOA is due for revision so need to take update into consideration.

MEMORANDUM OF AGREEMENT

Between
THE UNITED STATES THROUGH THE DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION
And
THE STATES OF COLORADO, NEBRASKA, AND WYOMING
And
THE NEBRASKA COMMUNITY FOUNDATION, A NONPROFIT FOUNDATION
For
FINANCIAL MANAGEMENT SUPPORT TO THE NORTH PLATTE DECREE COMMITTEE FOR THE
FINAL SETTLEMENT STIPULATION AND THE MODIFIED NORTH PLATTE DECREE

The Bureau of Reclamation, hereafter referred to as "Reclamation," the States of Colorado, Nebraska, and Wyoming, hereafter referred to as "States", and the Nebraska Community Foundation enter into this Agreement for the purpose of establishing finance management support to the North Platte Decree Committee in executing their responsibilities identified in the Final Settlement Stipulation and the Modified North Platte Decree. The parties hereto have executed this Agreement and agree to abide by the terms and provisions expressed or referenced herein.

The parties to this Agreement include the parties to the North Platte Decree Committee, hereinafter referred to as the "NPDC", created by the Final Settlement Stipulation and by the Modified North Platte Decree in Nebraska v. Wyoming, 122 S. Ct. 420 (2001) by and through its parties' representatives, whose addresses are:

The State of Wyoming
State Engineer
Patrick T. Tyrrell
Wyoming State Engineer's Office
Herschler Building, 4th Floor East
Cheyenne, WY 82002

Phone: 307- 777-6150
Fax: 307- 777-5451
Email: seoleg@state.wy.us

The State of Nebraska
Director, Department of Natural Resources
Roger K. Patterson
Department of Natural Resources
301 Centennial Mall South
Lincoln, NE 68509

Phone: 402-471-2363
Fax: 402-471- 2900
Email: rpatterson@dnr.state.ne.us

United States of America
Wyoming Area Manager of the United States Department of the Interior,
Bureau of Reclamation
John H. Lawson
Wyoming Area Office
Post Office Box 1630
Mills, WY 82644

Phone: 307-261-5671
Fax: 307-261-5683
Email: jlawson@gp.usbr.gov

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The State of Colorado
State Engineer
Hal D. Simpson
Colorado State Engineer's Office
1313 Sherman Street
Denver, CO 80203

Phone: 303- 866-3581
Fax: 303-866-3589
Email: hal.simpson@state.co.us

and The Nebraska Community Foundation, a Nebraska nonprofit corporation, hereinafter referred to as the "Foundation", whose address is:

Jeffrey G. Yost, President and CEO
Nebraska Community Foundation
PO Box 83107
Lincoln, NE 68501

Phone: 402-323-7330
Fax: 402-323-7349
Email: jeffyost@nebcommfound.org

ARTICLE I. Authority/Background

This Agreement is entered under the authority of the Small Reclamation Project Act of 1956 (U.S.C. 422-423g) as amended, and applicable laws of the States of Colorado, Nebraska, and Wyoming.

Reclamation and the States developed a Final Settlement Stipulation (FSS) to resolve legal matters before the United States Supreme Court in the case of Nebraska v. Wyoming, No. 108, Original. In the FSS the parties agreed to modification and supplementation of the North Platte Decree 325 U.S. 665 (1945), as modified 345 U.S. 981 (1953), and to undertake certain other obligations set forth in the stipulation. One such obligation provided for in Paragraph II of the FSS was the creation of the NPDC. The FSS accepted by decision of the United States Supreme Court on November 13, 2001, created the NPDC for the purpose of monitoring, administering, and implementing the Modified North Platte Decree and Final Settlement Stipulation. The operations of the NPDC are set forth in its charter found in Appendix G to the FSS. The NPDC, consistent with the terms and provisions of its charter and state and federal law, shall have power to: employ such technical, engineering or clerical personnel as in the committee's judgment may be necessary for the performance of its functions; engage in studies of water supplies, streamflows, depletions, withdrawals, return flows, storage and use of the waters of the North Platte River system; collect compile, analyze, correlate and report data from such studies; and undertake such other activities as deemed appropriate by the parties and consistent with the Modified North Platte Decree and Final Settlement Stipulation. Paragraph G of Article IV (Operation of the NPDC) of the NPDC charter addresses the "operating expenses incurred by the NPDC in the performance of its duties" and identifies that "If necessary, the NPDC shall designate a depository institution to aid in such payment."

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The parties to the NPDC are the States of Nebraska, Wyoming, and Colorado and the United States of America. The parties' representatives on the NPDC are:

1. The Wyoming Area Manager of the United States Department of the Interior, Bureau of Reclamation or his or her designee;
2. The Director of the Nebraska Department of Natural Resources or his or her designee;
3. The Wyoming State Engineer or his or her designee; and
4. The Colorado State Engineer or his or her designee.

Here and hereafter collectively referred to as the "NPDC Parties" or referred to individually as "NPDC Party" or "States and Reclamation".

ARTICLE II. Objective/Purpose

The purpose of this Agreement is (1) to establish the procedure for transfer of funds to the Foundation to pay financial obligations of the NPDC Parties under contracts authorized by the NPDC according to the terms of those contracts; (2) to establish the procedure for disbursement of funds from the Foundation in payment of financial obligations of the NPDC Parties according to the terms of third-party contracts between the NPDC through the Foundation, as its contracting agent, and consultants, vendors and contractors in an efficient and timely manner; and (3) to establish and disclose the terms by which the Foundation serves as the NPDC's contracting agent through this Agreement.

ARTICLE III. Benefits to be Derived

The implementation of the requirements of the Modified North Platte Decree and Final Settlement Stipulation provides for efficient and coordinated water use and management of the waters of the North Platte River in the States of Colorado, Wyoming, and Nebraska and Reclamation operations therein. Data collection and water related studies will improve the understanding of water needs associated with agriculture, municipal, and other uses benefiting water users in the three States and the general public.

ARTICLE IV. Responsibilities of the Parties

A. The Foundation shall:

1. Hold funds transferred by each NPDC Party in separate accounts. The management of those accounts shall be according to terms agreed upon by each State and Reclamation through separate financial agreements with the Foundation. Each separate financial agreement shall be in accordance with and adhere to all provisions set forth in this Agreement.
2. When notified in writing by the chairperson of the NPDC, collect contributions to meet the NPDC's expected financial obligations pursuant to the individual

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contracts signed under A.5 below, The Foundation will invoice each NPDC Party within thirty (30) days of receipt of the notification. The NPDC's notification will specify each NPDC Party's expected financial obligations under the contract documents. The Foundation shall determine the amount of each NPDC Party's invoice. The invoice of each NPDC Party shall be reduced by any unexpended and unobligated amount remaining from previous contributions. Earnings from short term secured investments by the Foundation will be credited to each NPDC Party's account to reduce the amount of their next contribution.

3. Disburse funds upon written notification by the chairperson of the NPDC. The notification shall indicate the amount to be paid from each NPDC Party's account for the disbursement. Funds shall be disbursed from each NPDC Party's account to the extent sufficient funds are available in their accounts to pay that NPDC Party's share as shown in the chairperson's notification. The Foundation shall notify the NPDC chairperson when any NPDC Party's account is insufficient to meet expected financial obligations. The Foundation is not responsible to make up any deficiency caused by the failure or refusal of any NPDC Party to have sufficient funds on deposit to pay its share at any time. The Foundation shall make disbursement within ten working days of receipt of written notification by the NPDC chairperson. When the NPDC chairperson so directs, the Foundation shall disburse any retainage according to the NPDC chairperson's written instructions.
4. If at any time there are competing claims for funds held by the Foundation under the separate financial agreements with each NPDC Party, the Foundation will follow the provisions contained in the separate financial agreements.
5. Serve as a limited contracting agent for the NPDC according to the following terms:
 - a) The Foundation has authority to sign contracts as agent for the NPDC only upon written notification from the NPDC chairperson for each individual contract to be signed. The written notification shall include a copy of the contract to be signed. The Foundation shall sign the specified contract within 10 days of receipt of the written notification from the NPDC chairperson. The Foundation has no authority to negotiate, change or add terms to any contract which it signs as agent. All contract terms and all changes or additions or amendments must be made and approved by the NPDC. If the Foundation makes any change or addition to any contract, it is not authorized to sign as agent on that contract.
 - b) By signing contracts as agent, the Foundation does not acquire any interest in those contracts or the enforcement or performance of those contracts.
 - c) The form of signature which the Foundation must use for NPDC contracts is:

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North Platte Decree Committee through its parties, the United States (Bureau of Reclamation), the State of Nebraska, the State of Colorado and the State of Wyoming

By: _____
Nebraska Community Foundation, its agent.

6. The obligations of the Foundation under subsections A.1., A.2., and A.3 above are separate from and not contingent upon the Foundation's obligations to serve as a limited contracting agent as described in subsection (A.5).
7. Provide semi-annual reports to each NPDC Party, and the NPDC chairperson no later than sixty (60) days before the spring and fall NPDC meetings, unless more frequent reporting is required under the terms of the separate financial agreements with each NPDC Party. The reports shall include:
 - a) The cash transfers by each NPDC Party since the last report.
 - b) The current total outstanding obligations.
 - c) The disbursements, including the amount of the disbursement and the amount withdrawn from each NPDC Party account.
 - d) A total amount disbursed by the Foundation from each NPDC Party account since this agreement was executed.
8. Provide accounting, bookkeeping, and auditing services and provide supplies and services necessary to fulfill its responsibilities under this Agreement.

B. The States and Reclamation will:

1. Delegate to their respective NPDC representative the responsibility for authorizing disbursements by the Foundation. Upon approval of all the NPDC representatives that will have a disbursement from their party's account, the NPDC chairperson will provide written notification to the Foundation authorizing disbursements by the Foundation in accordance with the terms of the contract to be paid by the requested disbursement, unless otherwise authorized by a resolution of the NPDC. All written notifications to the Foundation pursuant to this provision must contain, or be accompanied by, the signed acknowledgment of a second NPDC representative or a NPDC designee (the "Second Signature"). If the Second Signature is in a separate document, that document shall identify the specific disbursements authorized. The Second Signature may be provided in either original or facsimile form to the Foundation.

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2. Delegate the responsibility for the selection of consultants, contractors, and vendors to the NPDC. The terms of the contracts with those persons are the NPDC's responsibility. Contract development, oversight, and administration are the NPDC's responsibility.
3. Be beneficiaries of any bond or insurance required under any contract or request for bids to be signed by the Foundation under this Agreement. The division of bond or insurance proceeds among the NPDC Parties will be specified in the terms of each individual contract or request for bid.
4. Not be liable for more than their respective financial obligation under the terms of each contract.
5. Pay the Foundation under separate financial agreements the following management fee for services identified under this Agreement. The management fee shall include a one time origination fee of \$100, an annual maintenance fee of \$300, and a five percent (5%) fee on all funds disbursed by the Foundation on behalf of the NPDC Parties, payable at the time of each disbursement by the Foundation. For example, if \$5,000 were disbursed from each NPDC Party's account, a fee of \$250 would be assessed for each disbursement for a total assessment of \$1000.

ARTICLE V. Funding

Each NPDC Party will enter into separate financial agreements with the Foundation for transmittal of funds to meet financial obligations for the activities identified by the NPDC in implementing the Final Settlement Stipulation and the Modified North Platte Decree. Each separate financial agreement shall be in accordance with and adhere to all provisions set forth in this Agreement.

ARTICLE VI. Consideration, Terms of Agreement, and Required Approvals

Consideration for this Agreement includes the promises mutually exchanged herein, the management fee for the Foundation, and the responsibilities to be executed by the parties, the receipt and sufficiency of which are hereby irrevocably acknowledged and confessed. This Agreement is effective when all parties have executed it and all required approvals have been granted. The initial term of this Agreement is two (2) years from the date of the last required approval, renewable at the end of two (2) years upon such terms and conditions as may be mutually agreed to by all parties.

ARTICLE VII. Modifications

This Agreement may be amended at any time by mutual written agreement of all parties.

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ARTICLE VIII. Indemnity and Sovereign Immunity

Each party to this Agreement shall be responsible for any liability arising under its own laws from its own conduct; however, no NPDC Party waives its sovereign immunity through entering into this Agreement or the NPDC Party's relationship to or participation in NPDC matters, and each specifically retains immunity and all defenses available to it as sovereign pursuant to state and federal law. None of the NPDC Parties agree to insure, defend, or indemnify the other. The Foundation agrees to indemnify, defend and hold harmless the NPDC, the NPDC Parties, and their officers, agents, and employees from any and all claims, lawsuits, losses and liabilities arising out of the Foundation's failure to perform any of the Foundation's duties and obligations hereunder or in connection with the negligent performance of the Foundation's duties or obligations.

Furthermore, the Foundation remains an independent non-profit entity and does not waive any rights or claims of immunity through entering into this Agreement or participation in NPDC matters, and specifically retains all defenses available to it pursuant to state and federal law.

ARTICLE IX. Third Party Beneficiaries

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 provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

ARTICLE X. Termination

This Agreement may be terminated without cause by any party upon 90 days written notice. It may be terminated immediately for cause by the NPDC Parties if the Foundation fails to perform in accordance with the terms of this Agreement. This agreement may also be terminated immediately for cause by the Foundation if the NPDC or any or all related NPDC Parties fail to perform or render payment in accordance with the terms of this Agreement or any NPDC Party's separate financial agreement. Unless previously agreed upon between the parties, any funds remaining in each NPDC Party's account at the time of termination shall be returned to the applicable party under the terms in their separate financial agreements with the Foundation.

ARTICLE XI. Prior Approval

This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Wyoming Attorney General or his representative.

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ARTICLE XII. Entirety of Agreement

This Agreement, consisting of nine (9) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

ARTICLE XIII. Independent Contractor

The Foundation is an independent contractor at all times, and is not an employee of the NPDC or any of its members for any purpose. The Foundation assumes sole responsibility for any debts or liabilities that it may incur in fulfilling the terms of this Agreement, and is solely responsible for the payment of all taxes which may accrue to the Foundation on account of this Agreement.

ARTICLE XIV. Titles Not Controlling

Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

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ARTICLE XV. Severability

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.

THE PARTIES have executed this Agreement as of the last signature date below.

THE NEBRASKA COMMUNITY FOUNDATION BY:

[Signature] 6/20/05
Jeffrey G. Yost, President and CEO
Nebraska Community Foundation
Date

THE NPDC PARTIES BY:

[Signature] 5/4/2005
United States of America Representative
John M. Lawson, Area Manager
U.S. Bureau of Reclamation
Date

[Signature] 4-27-05
State of Wyoming Representative
Patrick T. Tyrrell, State Engineer
Wyoming State Engineer's Office
Date

[Signature] 5/27/05
State of Nebraska Representative
Roger K. Patterson, Director
Nebraska Department of Natural Resources
Date

[Signature] 4/22/05
State of Colorado Representative
Hal D. Simpson, State Engineer
Colorado State Engineer's Office
Date

WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

[Signature] 4/25/05
Erika S. Olson, Assistant Attorney General
Date

APPROVED
AS TO FORM & CONTENT
BY ADNR LEGAL COUNSEL
A. S. [Signature] DATE 5/2/05

Spring 2017 Budget Status Report

1. Nebraska Community Foundation Financial Statement

The Nebraska Community Foundation (NCF) completed the financial statement report for the quarter ending December 31, 2016. As of December 31, 2016, the NCF reported the following net balances: Nebraska \$8,238.44; Reclamation \$0.00; and Wyoming \$1,044.69; with a total balance of \$9,283.13 in the North Platte Decree Foundation Fund.

1.1 The Quarterly Financial Statement, for the quarter ending October 31, 2016, from the NCF is attached as Attachment FSC-1.

1.2 The Quarterly Financial Statement, for the quarter ending December 31, 2016, from the NCF is attached as Attachment FSC-2.

2. NPDC Contracts / Funding Agreements

2.1 Nebraska Community Foundation – Memorandum of Agreement

The NPDC entered into Memorandum of Agreement No. 05AG601965 with the NCF to provide financial management support to the NPDC for the Final Settlement Stipulation and the Modified North Platte Decree. The original MOA was dated June 20, 2005 and had an expiration date of June 20, 2007. The first amendment extended the MOA to May 25, 2012. The second amendment extended the MOA for another five years to May 25, 2017.

A draft third amendment has been prepared and is provided to the NPDC for review and discussion at the April 2017 NPDC meeting. Amendment 3 was patterned after Amendment 2, with the following notable changes: signatories have been updated; Article IV,A,5 of the MOA is modified to provide for collaboration with the NCF in developing proposed contracts; and Article IV,B,5 is modified to remove the \$300 annual maintenance fee. Attachment FSC-3 is the proposed draft amendment number three, along with the 2005 MOA and its previous amendments.

2.2 Consumptive Use Subcommittee – Weather Stations Project:

The Wyoming State Engineer's Office has assumed the maintenance of the four weather stations. A multi-year funding agreement for Wyoming to continue operation and maintenance of the weather stations was approved by the NPDC in the April 2016 NPDC meeting.

On March 14, 2017, Wyoming submitted an invoice for \$12,405.18 for the operations, maintenance, and equipment upgrade for the weather stations for the period April 2016 through March 2017. Attachment FSC-4 is the NPDC approval page and the Wyoming invoice.

2.3 State of Nebraska – Document and Database Management Services:

For a number of years, Nebraska has managed the repository and database for the NPDC official files. More recently, Nebraska has contracted with The Flatwater Group for services related to the processing and maintenance of the

official files. The Official Files Subcommittee is proposing that a contract be executed between NCF, representing the NPDC, and the Flatwater Group. This proposed agreement will be presented by the Official Files Subcommittee and discussed at the April 2017 NPDC meeting.

On April 10, 2017 an invoice for \$5,244.00 was submitted for 2016 costs for activities related to maintenance of the NPDC official files. Attachment FSC-5 is the NPDC approval page and Nebraska invoice.

3. Current Invoices and Total Disbursements

The current Wyoming invoice for the weather stations and the Nebraska invoice for official files will be addressed at the April 2017 NPDC meeting.

4. Action Items

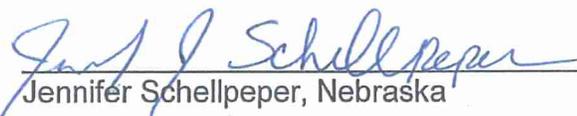
- Finalize and execute Amendment three to the MOA between NPDC and NCF after review and approval of the NPDC and NCF.
- Present the approval page for signatures for the Wyoming weather station invoice.
- Present the approval page for signatures for the Nebraska official files invoice.

Respectfully submitted by:



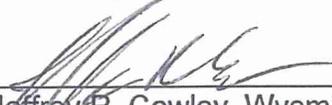
Mahonri Williams, U.S. Bureau of Reclamation
Finance Subcommittee Chair

4/19/2017
Date



Jennifer Schellpeper, Nebraska

4/18/17
Date



Jeffrey R. Cowley, Wyoming

4/14/17
Date



Erin Light, Colorado

04/21/17
Date

Quarterly Financial Statement
 Nebraska Community Foundation
 North Platte Decree Committee Fund
 For the Quarter Ending September 30, 2016

Date of Initial Contribution	NPDC1 Bureau of Reclaim 1/22/15	NPDC1 Nebraska 1/22/15	NPDC1 Wyoming 1/22/15	Total Fund
Beginning Balance				
Petty Cash				
Cash in Bank		7,106.50	3,146.15	10,252.65
Certificates of Deposit				
L-T Investments				
Total Beginning Balance		7,106.50	3,146.15	10,252.65
Activity for the quarter				
Contributions	9,356.06	10,488.00	7,254.60	27,098.66
L-T Investment Mkt Value Chngs				
Allocated Interest				
Direct Interest Income				
Total Income for Period	9,356.06	10,488.00	7,254.60	27,098.66
Grants & Disbursements	(8,910.53)	(8,910.53)	(8,910.54)	(26,731.60)
Support Fees-Non-Firm Accounts	(445.63)	(445.63)	(445.52)	(1,336.59)
Support Fee-Endowed Accounts				
Affiliation Fee				
Other Fees				
Total Expenses for Period	(9,356.06)	(9,356.06)	(9,356.06)	(28,068.19)
Ending Balance				
Petty Cash				
Cash in Bank		8,238.44	1,044.69	9,283.13
Certificates of Deposit				
L-T Investments				
Total Ending Balance		8,238.44	1,044.69	9,283.13
Endowment Payout Summary				
12-Quarter Endowment Average				
Annual Payout Percentage				
FY 2017 Payout Available				
FY 2016 Payout Carried Forward				
Total Employment Payout Available, Grants & Disbursements Pd Fiscal YTD				
Endowment Payout Remaining				

AUDIT TRAIL REPORT

For Date Range 7/1/2016 To 9/30/2016

Date	Donor/Payee	Description	Purpose	Amount
NPDECRNPDC1FED				
CASH IN BANK				
	ACCOUNT: 1111	Cash in Bank NPDECR - Bureau of Reclamation		\$0.00
TOTAL CASH IN BANK				\$0.00
CONTRIBUTIONS				
	ACCOUNT: 4000	DOI Revenue NPDECR - Bureau of Reclamation		\$9,356.06
09/19/2016	NON DONOR	DOI IV 2016-09-001		\$9,356.06
TOTAL CONTRIBUTIONS				\$9,356.06
GRANTS & DISBURSEMENTS				
	ACCOUNT: 5100	Disbursements NPDECR - Bureau of Reclamation		
09/26/2016		WY SEO Inv #NPDC WS-1	WY SEO Inv #NPDC WS-1	(\$2,418.20)
09/26/2016		NE DNR Inv #201501	NE DNR Inv #201501	(\$3,496.00)
09/29/2016	University of Nebraska	Weather Stations 3/15-6/15	Weather Stations 7/14-6/15	(\$750.32)
09/29/2016	University of Nebraska	Weather Stations 7/14-3/15	Weather Stations 7/14-6/15	(\$2,246.01)
TOTAL GRANTS & DISBURSEMENTS				(\$8,910.53)
SUPPORT FEES				
	ACCOUNT: 7205	Support Fee Other PPP		
09/30/2016			Support Fees-NP Accts-Sep 16	(\$445.53)
TOTAL SUPPORT FEES				(\$445.53)

AUDIT TRAIL REPORT

For Date Range 7/1/2016 To 9/30/2016

Date	Donor/Payee	Description	Purpose	Amount
NPDECRNPDC1NEB				
CASH IN BANK				
	ACCOUNT: 1111	Cash in Bank NPDECR - Nebraska		\$8,238.44
TOTAL CASH IN BANK				\$8,238.44
CONTRIBUTIONS				
	ACCOUNT: 4320	NPDC Infra-Fund Revenue		\$10,488.00
09/26/2016		NE DNR Inv #201501		
TOTAL CONTRIBUTIONS				\$10,488.00
GRANTS & DISBURSEMENTS				
	ACCOUNT: 5100	Disbursements NPDECR - Nebraska		
09/26/2016		WY SEO Inv #NPDC WS-1	WY SEO Inv #NPDC WS-1	(\$2,418.20)
09/26/2016		NE DNR Inv #201501	NE DNR Inv #201501	(\$3,496.00)
09/29/2016	University of Nebraska	Weather Stations 3/15-6/15	Weather Stations 7/14-6/15	(\$750.32)
09/29/2016	University of Nebraska	Weather Stations 7/14-3/15	Weather Stations 7/14-6/15	(\$2,246.01)
TOTAL GRANTS & DISBURSEMENTS				(\$8,910.53)
SUPPORT FEES				
	ACCOUNT: 7205	Support Fee Other PPP		(\$445.53)
09/30/2016			Support Fees-NP Accts-Sep 16	(\$445.53)
TOTAL SUPPORT FEES				(\$445.53)

AUDIT TRAIL REPORT

For Date Range 7/1/2016 To 9/30/2016

Date	Donor/Payee	Description	Purpose	Amount
	NPDECRNPDC1WYO			
	CASH IN BANK			
	ACCOUNT: 1111	Cash in Bank NPDECR - Wyoming		
		ENDING BALANCE		\$1,044.69
				\$1,044.69
	CONTRIBUTIONS			
	ACCOUNT: 4320	NPDC Intra-Fund Revenue NPDECR - Wyoming		
09/26/2016		WY SEO Inv #NPDC WS-1	WY SEO Inv #NPDC WS-1	\$7,254.60
		TOTAL MONTHLY ACTIVITY		\$7,254.60
				\$7,254.60
	GRANTS & DISBURSEMENTS			
	ACCOUNT: 5100	Disbursements NPDECR - Wyoming		
09/26/2016		WY SEO Inv #NPDC WS-1	WY SEO Inv #NPDC WS-1	(\$2,418.20)
09/26/2016		NE DNR Inv #201501	NE DNR Inv #201501	(\$3,496.00)
09/29/2016	University of Nebraska	Weather Stations 3/15-6/15	Weather Stations 7/14-6/15	(\$750.33)
09/29/2016	University of Nebraska	Weather Stations 7/14-3/15	Weather Stations 7/14-6/15	(\$2,246.01)
		TOTAL MONTHLY ACTIVITY		(\$8,910.54)
				(\$8,910.54)
	SUPPORT FEES			
	ACCOUNT: 7205	Support Fee Other PPP		
09/30/2016			Support Fees-NP Accts-Sep 16	(\$445.52)
		TOTAL MONTHLY ACTIVITY		(\$445.52)
				(\$445.52)

Quarterly Financial Statement
 Nebraska Community Foundation
 North Platte Decree Committee Fund
 For the Quarter Ending December 31, 2016

Date of Initial Contribution	NPDC1 Bureau of Reclam 1/22/15	NPDC1 Nebraska 1/22/15	NPDC1 Wyoming 1/22/15	Total Fund
Beginning Balance				
Petty Cash				
Cash in Bank		8,238.44	1,044.69	9,283.13
Certificates of Deposit				
L-T Investments				
Total Beginning Balance		8,238.44	1,044.69	9,283.13
Activity for the quarter				
Contributions				
L-T Investment Mkt Value Chngs				
Allocated Interest				
Direct Interest Income				
Total Income for Period				
Grants & Disbursements				
Support Fee-Non-Perm Accounts				
Support Fee-Endowed Accounts				
Affiliation Fee				
Other Fees				
Total Expenses for Period				
Ending Balance				
Petty Cash				
Cash in Bank		8,238.44	1,044.69	9,283.13
Certificates of Deposit				
L-T Investments				
Total Ending Balance		8,238.44	1,044.69	9,283.13
Endowment Payout Summary				
12-Quarter Endowment Average				
Annual Payout Percentage				
FY 2017 Payout Available				
FY 2016 Payout Carried Forward				
Total Endowment Payout Available Grants & Disbursements Pd Fiscal YTD				
Endowment Payout Remaining				

AUDIT TRAIL REPORT

For Date Range 10/1/2016 To 12/31/2016

Date	Donor/Payee	Description	Purpose	Amount
NPDECRNPDC1NEB				
CASH IN BANK				
ACCOUNT: 1111 Cash in Bank NPDECR - Nebraska				
ENDING BALANCE				\$8,238.44
TOTAL CASH IN BANK				\$8,238.44

AUDIT TRAIL REPORT

For Date Range 10/1/2016 To 12/31/2016

Date	Donor/Payee	Description	Purpose	Amount
NPDECRNPDC1WYO				
CASH IN BANK				
ACCOUNT: 1111	Cash in Bank NPDECR - Wyoming			\$1,044.69
TOTAL CASH IN BANK			ENDING BALANCE	\$1,044.69

AMENDMENT THREE
To
MEMORANDUM OF AGREEMENT
Between
THE UNITED STATES THROUGH THE DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
And
THE STATES OF COLORADO, NEBRASKA, AND WYOMING
And
THE NEBRASKA COMMUNITY FOUNDATION, A NONPROFIT FOUNDATION
For
FINANCIAL MANAGEMENT SUPPORT TO THE NORTH PLATTE DECREE
COMMITTEE FOR THE FINAL SETTLEMENT STIPULATION AND THE MODIFIED
NORTH PLATTE DECREE

1. Parties. This Amendment Three to Memorandum of Agreement No. 05AG601965 (MOA) is made and entered into by and between the Bureau of Reclamation, hereafter referred to as "Reclamation," the States of Colorado, Nebraska, and Wyoming, hereafter referred to as "States", and the Nebraska Community Foundation, whose address is P.O. Box 83107, Lincoln, NE 68501 for the purpose of extending the term of finance management support to the North Platte Decree Committee and making minor modifications to the MOA.

The parties to the MOU include the parties to the North Platte Decree Committee, hereinafter referred to as the "NPDC", created by the Final Settlement Stipulation and by the Modified North Platte Decree in *Nebraska v. Wyoming*, 122 S. Ct. 420 (2001) by and through its parties' representatives, whose addresses are:

The State of Wyoming
State Engineer
Patrick T. Tyrrell
Wyoming State Engineer's Office
Herschler Building, 1st Floor West
Cheyenne, WY 82002

Phone: 307-777-6150
Fax: 307-777-5451
Email: patrick.tyrrell@wyo.gov

The State of Nebraska
Director, Department of Natural Resources
Gordon "Jeff" Fassett
Department of Natural Resources
301 Centennial Mall South
Lincoln, NE 68209

Phone: 402-471-2363
Fax: 402-471-2900
Email: jeff.fassett@nebraska.gov

United States of America
Wyoming Area Manager of the United States Department of the Interior
Bureau of Reclamation
Carlie Ronca
Wyoming Area Office
Post Office Box 1630
Mills, WY 82644

Phone: 307-261-5671
Fax: 307-261-5683
Email: cronca@usbr.gov

The State of Colorado
State Engineer
Dick Wolfe
Colorado State Engineer's Office
1313 Sherman Street
Denver, CO 80203

Phone: 303-866-3581
Fax: 303-866-3589
Email: Dick.Wolfe@state.co.us

and the Nebraska Community Foundation, a Nebraska nonprofit corporation, hereinafter referred to as the "Foundation", whose address is:

Diane M. Wilson, Manager of Public/Private Partnerships
Nebraska Community Foundation
PO Box 83107
Lincoln, NE 68501

Phone: 402-323-7330
Fax: 402-323-7349
Email: dwilson@nebcommfound.org

The parties to the NPDC are the States of Nebraska, Wyoming, and Colorado and the United States of America. The parties' representatives on the NPDC are:

1. The Wyoming Area Manager of the United States Department of the Interior, Bureau of Reclamation or his or her designee;
2. The Director of the Nebraska Department of Natural Resources or his or her designee;
3. The Wyoming State Engineer or his or her designee; and
4. The Colorado State Engineer or his or her designee.

Here and hereafter collectively referred to as the "NPDC Parties" or referred to individually as "NPDC Party" or "States and Reclamation".

2. Purpose of Amendment. This Amendment shall constitute the third amendment to the MOA between the States and Reclamation and the Foundation which was duly executed on June 20, 2005. The original MOA dated June 20, 2005 had an expiration date of June 20, 2007. The first amendment extended the MOA to May 25, 2012. The second amendment extended the MOA to May 25, 2017. The purpose of this third amendment is to extend the term of the MOA and to make minor modifications to the MOA.

3. Term of the Amendment. The effective date of this amendment is the ending date of the previous amendment (Amendment Two), and shall remain in full force and effect until

State of Nebraska Representative
Gordon "Jeff" Fassett, Director
Nebraska Department of Natural Resources

Date

State of Colorado Representative
Dick Wolfe, State Engineer
Colorado State Engineer's Office

Date

WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

Tyler M. Renner, Senior Assistant Attorney General

Date

APPROVED AS TO FORM AND CONTENT BY NEBRASKA DNR LEGAL COUNSEL

Leroy Sievers, Nebraska DNR Legal Counsel

Date

#05AG601965



MEMORANDUM OF AGREEMENT

Between

THE UNITED STATES THROUGH THE DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION

And

THE STATES OF COLORADO, NEBRASKA, AND WYOMING

And

THE NEBRASKA COMMUNITY FOUNDATION, A NONPROFIT FOUNDATION

For

FINANCIAL MANAGEMENT SUPPORT TO THE NORTH PLATTE DECREE COMMITTEE FOR THE FINAL SETTLEMENT STIPULATION AND THE MODIFIED NORTH PLATTE DECREE

The Bureau of Reclamation, hereafter referred to as "Reclamation," the States of Colorado, Nebraska, and Wyoming, hereafter referred to as "States", and the Nebraska Community Foundation enter into this Agreement for the purpose of establishing finance management support to the North Platte Decree Committee in executing their responsibilities identified in the Final Settlement Stipulation and the Modified North Platte Decree. The parties hereto have executed this Agreement and agree to abide by the terms and provisions expressed or referenced herein.

The parties to this Agreement include the parties to the North Platte Decree Committee, hereinafter referred to as the "NPDC", created by the Final Settlement Stipulation and by the Modified North Platte Decree in Nebraska v. Wyoming, 122 S. Ct. 420 (2001) by and through its parties' representatives, whose addresses are:

The State of Wyoming
State Engineer
Patrick T. Tyrrell
Wyoming State Engineer's Office
Herschler Building, 4th Floor East
Cheyenne, WY 82002

Phone: 307- 777-6150
Fax: 307- 777-5451
Email: seoleg@state.wy.us

The State of Nebraska
Director, Department of Natural Resources
Roger K. Patterson
Department of Natural Resources
301 Centennial Mall South
Lincoln, NE 68509

Phone: 402-471-2363
Fax: 402-471- 2900
Email: rpatterson@dnr.state.ne.us

United States of America
Wyoming Area Manager of the United States Department of the Interior,
Bureau of Reclamation
John H. Lawson
Wyoming Area Office
Post Office Box 1630
Mills, WY 82644

Phone: 307-261-5671
Fax: 307-261-5683
Email: jlawson@gp.usbr.gov

The State of Colorado
State Engineer
Hal D. Simpson
Colorado State Engineer's Office
1313 Sherman Street
Denver, CO 80203

Phone: 303- 866-3581
Fax: 303-866-3589
Email: hal.simpson@state.co.us

and The Nebraska Community Foundation, a Nebraska nonprofit corporation, hereinafter referred to as the "Foundation", whose address is:

Jeffrey G. Yost, President and CEO
Nebraska Community Foundation
PO Box 83107
Lincoln, NE 68501

Phone: 402-323-7330
Fax: 402-323-7349
Email: jeffyost@nebcommfound.org

ARTICLE I. Authority/Background

This Agreement is entered under the authority of the Small Reclamation Project Act of 1956 (U.S.C. 422-423g) as amended, and applicable laws of the States of Colorado, Nebraska, and Wyoming.

Reclamation and the States developed a Final Settlement Stipulation (FSS) to resolve legal matters before the United States Supreme Court in the case of Nebraska v. Wyoming, No. 108, Original. In the FSS the parties agreed to modification and supplementation of the North Platte Decree 325 U.S. 665 (1945), as modified 345 U.S. 981 (1953), and to undertake certain other obligations set forth in the stipulation. One such obligation provided for in Paragraph II of the FSS was the creation of the NPDC. The FSS accepted by decision of the United States Supreme Court on November 13, 2001, created the NPDC for the purpose of monitoring, administering, and implementing the Modified North Platte Decree and Final Settlement Stipulation. The operations of the NPDC are set forth in its charter found in Appendix G to the FSS. The NPDC, consistent with the terms and provisions of its charter and state and federal law, shall have power to: employ such technical, engineering or clerical personnel as in the committee's judgment may be necessary for the performance of its functions; engage in studies of water supplies, streamflows, depletions, withdrawals, return flows, storage and use of the waters of the North Platte River system; collect compile, analyze, correlate and report data from such studies; and undertake such other activities as deemed appropriate by the parties and consistent with the Modified North Platte Decree and Final Settlement Stipulation. Paragraph G of Article IV (Operation of the NPDC) of the NPDC charter addresses the "operating expenses incurred by the NPDC in the performance of its duties" and identifies that "If necessary, the NPDC shall designate a depository institution to aid in such payment."

The parties to the NPDC are the States of Nebraska, Wyoming, and Colorado and the United States of America. The parties' representatives on the NPDC are:

1. The Wyoming Area Manager of the United States Department of the Interior, Bureau of Reclamation or his or her designee;
2. The Director of the Nebraska Department of Natural Resources or his or her designee;
3. The Wyoming State Engineer or his or her designee; and
4. The Colorado State Engineer or his or her designee.

Here and hereafter collectively referred to as the "NPDC Parties" or referred to individually as "NPDC Party" or "States and Reclamation".

ARTICLE II. Objective/Purpose

The purpose of this Agreement is (1) to establish the procedure for transfer of funds to the Foundation to pay financial obligations of the NPDC Parties under contracts authorized by the NPDC according to the terms of those contracts; (2) to establish the procedure for disbursement of funds from the Foundation in payment of financial obligations of the NPDC Parties according to the terms of third-party contracts between the NPDC through the Foundation, as its contracting agent, and consultants, vendors and contractors in an efficient and timely manner; and (3) to establish and disclose the terms by which the Foundation serves as the NPDC's contracting agent through this Agreement.

ARTICLE III. Benefits to be Derived

The implementation of the requirements of the Modified North Platte Decree and Final Settlement Stipulation provides for efficient and coordinated water use and management of the waters of the North Platte River in the States of Colorado, Wyoming, and Nebraska and Reclamation operations therein. Data collection and water related studies will improve the understanding of water needs associated with agriculture, municipal, and other uses benefiting water users in the three States and the general public.

ARTICLE IV. Responsibilities of the Parties

A. The **Foundation** shall:

1. Hold funds transferred by each NPDC Party in separate accounts. The management of those accounts shall be according to terms agreed upon by each State and Reclamation through separate financial agreements with the Foundation. Each separate financial agreement shall be in accordance with and adhere to all provisions set forth in this Agreement.
2. When notified in writing by the chairperson of the NPDC, collect contributions to meet the NPDC's expected financial obligations pursuant to the individual

contracts signed under A.5 below. The Foundation will invoice each NPDC Party within thirty (30) days of receipt of the notification. The NPDC's notification will specify each NPDC Party's expected financial obligations under the contract documents. The Foundation shall determine the amount of each NPDC Party's invoice. The invoice of each NPDC Party shall be reduced by any unexpended and unobligated amount remaining from previous contributions. Earnings from short term secured investments by the Foundation will be credited to each NPDC Party's account to reduce the amount of their next contribution.

3. Disburse funds upon written notification by the chairperson of the NPDC. The notification shall indicate the amount to be paid from each NPDC Party's account for the disbursement. Funds shall be disbursed from each NPDC Party's account to the extent sufficient funds are available in their accounts to pay that NPDC Party's share as shown in the chairperson's notification. The Foundation shall notify the NPDC chairperson when any NPDC Party's account is insufficient to meet expected financial obligations. The Foundation is not responsible to make up any deficiency caused by the failure or refusal of any NPDC Party to have sufficient funds on deposit to pay its share at any time. The Foundation shall make disbursement within ten working days of receipt of written notification by the NPDC chairperson. When the NPDC chairperson so directs, the Foundation shall disburse any retainage according to the NPDC chairperson's written instructions.
4. If at any time there are competing claims for funds held by the Foundation under the separate financial agreements with each NPDC Party, the Foundation will follow the provisions contained in the separate financial agreements.
5. Serve as a limited contracting agent for the NPDC according to the following terms:
 - a) The Foundation has authority to sign contracts as agent for the NPDC only upon written notification from the NPDC chairperson for each individual contract to be signed. The written notification shall include a copy of the contract to be signed. The Foundation shall sign the specified contract within 10 days of receipt of the written notification from the NPDC chairperson. The Foundation has no authority to negotiate, change or add terms to any contract which it signs as agent. All contract terms and all changes or additions or amendments must be made and approved by the NPDC. If the Foundation makes any change or addition to any contract, it is not authorized to sign as agent on that contract.
 - b) By signing contracts as agent, the Foundation does not acquire any interest in those contracts or the enforcement or performance of those contracts.
 - c) The form of signature which the Foundation must use for NPDC contracts is:

North Platte Decree Committee through its parties, the United States (Bureau of Reclamation), the State of Nebraska, the State of Colorado and the State of Wyoming

By: _____
Nebraska Community Foundation, its agent.

6. The obligations of the Foundation under subsections A.1., A.2., and A.3 above are separate from and not contingent upon the Foundation's obligations to serve as a limited contracting agent as described in subsection (A.5.).
7. Provide semi-annual reports to each NPDC Party, and the NPDC chairperson no later than sixty (60) days before the spring and fall NPDC meetings, unless more frequent reporting is required under the terms of the separate financial agreements with each NPDC Party. The reports shall include:
 - a) The cash transfers by each NPDC Party since the last report.
 - b) The current total outstanding obligations.
 - c) The disbursements, including the amount of the disbursement and the amount withdrawn from each NPDC Party account.
 - d) A total amount disbursed by the Foundation from each NPDC Party account since this agreement was executed.
8. Provide accounting, bookkeeping, and auditing services and provide supplies and services necessary to fulfill its responsibilities under this Agreement.

B. The States and Reclamation will:

1. Delegate to their respective NPDC representative the responsibility for authorizing disbursements by the Foundation. Upon approval of all the NPDC representatives that will have a disbursement from their party's account, the NPDC chairperson will provide written notification to the Foundation authorizing disbursements by the Foundation in accordance with the terms of the contract to be paid by the requested disbursement, unless otherwise authorized by a resolution of the NPDC. All written notifications to the Foundation pursuant to this provision must contain, or be accompanied by, the signed acknowledgment of a second NPDC representative or a NPDC designee (the "Second Signature"). If the Second Signature is in a separate document, that document shall identify the specific disbursements authorized. The Second Signature may be provided in either original or facsimile form to the Foundation.

2. Delegate the responsibility for the selection of consultants, contractors, and vendors to the NPDC. The terms of the contracts with those persons are the NPDC's responsibility. Contract development, oversight, and administration are the NPDC's responsibility.
3. Be beneficiaries of any bond or insurance required under any contract or request for bids to be signed by the Foundation under this Agreement. The division of bond or insurance proceeds among the NPDC Parties will be specified in the terms of each individual contract or request for bid.
4. Not be liable for more than their respective financial obligation under the terms of each contract.
5. Pay the Foundation under separate financial agreements the following management fee for services identified under this Agreement. The management fee shall include a one time origination fee of \$100, an annual maintenance fee of \$300, and a five percent (5%) fee on all funds disbursed by the Foundation on behalf of the NPDC Parties, payable at the time of each disbursement by the Foundation. For example, if \$5,000 were disbursed from each NPDC Party's account, a fee of \$250 would be assessed for each disbursement for a total assessment of \$1000.

ARTICLE V. Funding

Each NPDC Party will enter into separate financial agreements with the Foundation for transmittal of funds to meet financial obligations for the activities identified by the NPDC in implementing the Final Settlement Stipulation and the Modified North Platte Decree. Each separate financial agreement shall be in accordance with and adhere to all provisions set forth in this Agreement.

ARTICLE VI. Consideration, Terms of Agreement, and Required Approvals

Consideration for this Agreement includes the promises mutually exchanged herein, the management fee for the Foundation, and the responsibilities to be executed by the parties, the receipt and sufficiency of which are hereby irrevocably acknowledged and confessed. This Agreement is effective when all parties have executed it and all required approvals have been granted. The initial term of this Agreement is two (2) years from the date of the last required approval, renewable at the end of two (2) years upon such terms and conditions as may be mutually agreed to by all parties.

ARTICLE VII. Modifications

This Agreement may be amended at any time by mutual written agreement of all parties.

ARTICLE VIII. Indemnity and Sovereign Immunity

Each party to this Agreement shall be responsible for any liability arising under its own laws from its own conduct; however, no NPDC Party waives its sovereign immunity through entering into this Agreement or the NPDC Party's relationship to or participation in NPDC matters, and each specifically retains immunity and all defenses available to it as sovereign pursuant to state and federal law. None of the NPDC Parties agree to insure, defend, or indemnify the other. The Foundation agrees to indemnify, defend and hold harmless the NPDC, the NPDC Parties, and their officers, agents, and employees from any and all claims, lawsuits, losses and liabilities arising out of the Foundation's failure to perform any of the Foundation's duties and obligations hereunder or in connection with the negligent performance of the Foundation's duties or obligations.

Furthermore, the Foundation remains an independent non-profit entity and does not waive any rights or claims of immunity through entering into this Agreement or participation in NPDC matters, and specifically retains all defenses available to it pursuant to state and federal law.

ARTICLE IX. Third Party Beneficiaries

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 provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

ARTICLE X. Termination

This Agreement may be terminated without cause by any party upon 90 days written notice. It may be terminated immediately for cause by the NPDC Parties if the Foundation fails to perform in accordance with the terms of this Agreement. This agreement may also be terminated immediately for cause by the Foundation if the NPDC or any or all related NPDC Parties fail to perform or render payment in accordance with the terms of this Agreement or any NPDC Party's separate financial agreement. Unless previously agreed upon between the parties, any funds remaining in each NPDC Party's account at the time of termination shall be returned to the applicable party under the terms in their separate financial agreements with the Foundation.

ARTICLE XI. Prior Approval

This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Wyoming Attorney General or his representative.

ARTICLE XII. Entirety of Agreement

This Agreement, consisting of nine (9) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

ARTICLE XIII. Independent Contractor

The Foundation is an independent contractor at all times, and is not an employee of the NPDC or any of its members for any purpose. The Foundation assumes sole responsibility for any debts or liabilities that it may incur in fulfilling the terms of this Agreement, and is solely responsible for the payment of all taxes which may accrue to the Foundation on account of this Agreement.

ARTICLE XIV. Titles Not Controlling

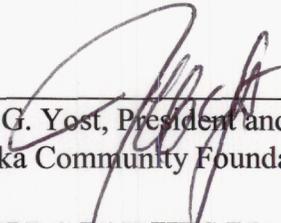
Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

ARTICLE XV. Severability

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.

THE PARTIES have executed this Agreement as of the last signature date below.

THE NEBRASKA COMMUNITY FOUNDATION BY:

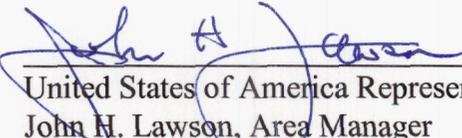


Jeffrey G. Yost, President and CEO
Nebraska Community Foundation

6/20/05

Date

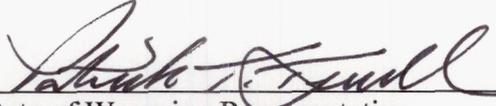
THE NPDC PARTIES BY:



United States of America Representative
John H. Lawson, Area Manager
U.S. Bureau of Reclamation

5/14/2005

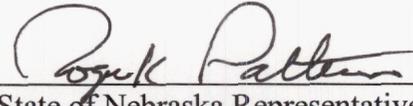
Date



State of Wyoming Representative
Patrick T. Tyrrell, State Engineer
Wyoming State Engineer's Office

4-27-05

Date



State of Nebraska Representative
Roger K. Patterson, Director
Nebraska Department of Natural Resources

5/23/05

Date

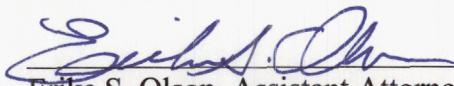


State of Colorado Representative
Hal D. Simpson, State Engineer
Colorado State Engineer's Office

4/20/05

Date

WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Erika S. Olson, Assistant Attorney General

4/25/05

Date

APPROVED
AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL
APP DATE 5/23/05

AMENDMENT ONE
To
MEMORANDUM OF AGREEMENT

Between
THE UNITED STATES THROUGH THE DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION
And
THE STATES OF COLORADO, NEBRASKA, AND WYOMING
And
THE NEBRASKA COMMUNITY FOUNDATION, A NONPROFIT FOUNDATION
For
FINANCIAL MANAGEMENT SUPPORT TO THE NORTH PLATTE DECREE COMMITTEE FOR THE
FINAL SETTLEMENT STIPULATION AND THE MODIFIED NORTH PLATTE DECREE

1. Parties. This Amendment is made and entered into by and between the Bureau of Reclamation, ["Reclamation"] the States of Colorado, Nebraska, and Wyoming, ["States"] and the Nebraska Community Foundation, ["Foundation"] for the purpose of extending the term of finance management support to the North Platte Decree Committee.

The parties to this Agreement include the parties to the North Platte Decree Committee, ["NPDC"] created by the Final Settlement Stipulation and by the Modified North Platte Decree in Nebraska v. Wyoming, 122 S. Ct. 420 (2001) by and through its parties' representatives, whose addresses are:

The State of Wyoming
State Engineer
Patrick T. Tyrrell
Wyoming State Engineer's Office
Herschler Building, 4th Floor East
Cheyenne, WY 82002

Phone: 307- 777-6150
Fax: 307- 777-5451
Email: seoleg@state.wy.us

The State of Nebraska
Director, Department of Natural Resources
Ann S. Bleed
Department of Natural Resources
301 Centennial Mall South
Lincoln, NE 68209

Phone: 402-471-2363
Fax: 402-471- 2900
Email: ableed@dnr.state.ne.us

United States of America

Wyoming Area Manager of the United States Department of the Interior,
Bureau of Reclamation
John H. Lawson
Wyoming Area Office
Post Office Box 1630
Mills, WY 82644

Phone: 307-261-5671
Fax: 307-261-5683
Email: jlawson@gp.usbr.gov

The State of Colorado
State Engineer
Hal D. Simpson
Colorado State Engineer's Office
1313 Sherman Street
Denver, CO 80203

Phone: 303- 866-3581
Fax: 303-866-3589
Email: hal.simpson@state.co.us

and The Nebraska Community Foundation, a Nebraska nonprofit corporation, whose address is:

Jeffrey G Yost, President and CEO
Nebraska Community Foundation
PO Box 83107
Lincoln, NE 68501

Phone: 402-323-7330
Fax: 402-323-7349
Email: jeffyost@nebcommfound.org

2. Purpose of Amendment. This Amendment shall constitute the first amendment to the Memorandum of Agreement between the States and Reclamation and the Foundation ["Memorandum of Agreement"], which was duly executed and became effective on June 20, 2005. The purpose of this Amendment is to extend the term of the contract.

The original contract dated June 20, 2005 had an expiration date of June 20, 2007.

3. Term of the Amendment. The effective date of this Amendment is the date of the last required signature affixed hereto, and shall remain in full force and effect for five (5) years from its effective date, unless terminated at an earlier date pursuant to the provisions of the Memorandum of Agreement, or pursuant to federal or state statute or rule or regulation.

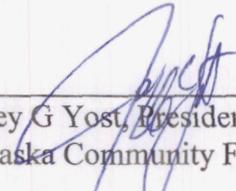
4. Special Provisions.

A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Memorandum of Agreement, including but not limited to sovereign immunity shall remain unchanged and in full force and effect.

5. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment One to the Memorandum of Agreement between the States and Reclamation and the Foundation on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

The effective date of this Amendment is the date of the signature last affixed to this page.

THE NEBRASKA COMMUNITY FOUNDATION BY:

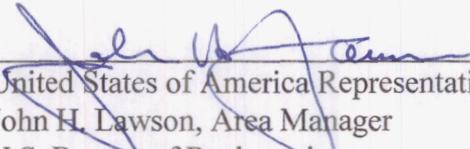


Jeffrey G. Yost, President and CEO
Nebraska Community Foundation

May 25, 2007

Date

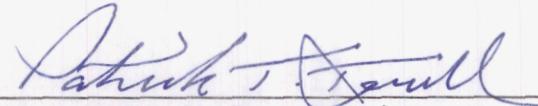
THE NPDC PARTIES BY:



United States of America Representative
John H. Lawson, Area Manager
U.S. Bureau of Reclamation

5/16/2007

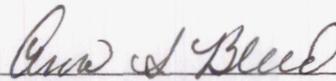
Date



State of Wyoming Representative
Patrick T. Tyrrell, State Engineer
Wyoming State Engineer's Office

4-30-07

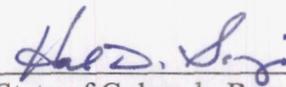
Date



State of Nebraska Representative
Ann S. Bleed, Director
Nebraska Department of Natural Resources

5-21-07

Date



State of Colorado Representative
Hal D. Simpson, State Engineer
Colorado State Engineer's Office

5/07/07

Date

WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

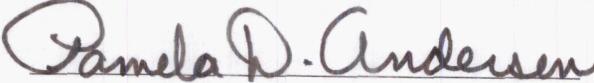


David Willms, Assistant Attorney General

4/30/07

Date

APPROVED AS TO FORM AND CONTENT BY NEBRASKA DNR LEGAL COUNSEL



6/07/07

Date

ATTACHMENT C Finance Subcommittee Report October 2012

MOA No. 05AG601965
Amendment Two

AMENDMENT TWO
To
MEMORANDUM OF AGREEMENT

Between

THE UNITED STATES THROUGH THE DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION

And

THE STATES OF COLORADO, NEBRASKA, AND WYOMING

And

THE NEBRASKA COMMUNITY FOUNDATION, A NONPROFIT FOUNDATION

For

FINANCIAL MANAGEMENT SUPPORT TO THE NORTH PLATTE DECREE COMMITTEE FOR THE FINAL
SETTLEMENT STIPULATION AND THE MODIFIED NORTH PLATTE DECREE

1. **Parties.** This Amendment Two to Memorandum of Agreement No. 05AG601965 (MOA) is made and entered into by and between the Bureau of Reclamation, hereafter referred to as "Reclamation," the States of Colorado, Nebraska, and Wyoming, hereafter referred to as "States", and the Nebraska Community Foundation, whose address is P.O. Box 83107, Lincoln, NE 68501 for the purpose of extending the term of finance management support to the North Platte Decree Committee.

The parties to the MOU include the parties to the North Platte Decree Committee, hereinafter referred to as the "NPDC", created by the Final Settlement Stipulation and by the Modified North Platte Decree in *Nebraska v. Wyoming*, 122 S. Ct. 420 (2001) by and through its parties' representatives, whose addresses are:

The State of Wyoming
State Engineer
Patrick T. Tyrrell
Wyoming State Engineer's Office
Herschler Building, 4th Floor East
Cheyenne, WY 82002

Phone: 307-777-6150
Fax: 307-777-5451
Email: patrick.tyrrell@wyo.gov

The State of Nebraska
Director, Department of Natural Resources
Brian Dunnigan
Department of Natural Resources
301 Centennial Mall South
Lincoln, NE 68209

Phone: 402-471-2363
Fax: 402-471-2900
Email: brian.dunnigan@nebraska.gov

United States of America
Wyoming Area Manager of the United States Department of the Interior
Bureau of Reclamation
Lyle Myler, Acting
Wyoming Area Office
Post Office Box 1630
Mills, WY 82644

Phone: 307-261-5671
Fax: 307-261-5683
Email: lmyler@usbr.gov

MOA No. 05AG601965
Amendment Two

The State of Colorado
State Engineer
Dick Wolfe
Colorado State Engineer's Office
1313 Sherman Street
Denver, CO 80203

Phone: 303-866-3581
Fax: 303-866-3589
Email: Dick.Wolfe@state.co.us

and The Nebraska Community Foundation, a Nebraska nonprofit corporation, hereinafter referred to as the "Foundation", whose address is:

Jeffrey G Yost, President and CEO
Nebraska Community Foundation
PO Box 83107
Lincoln, NE 68501

Phone: 402-323-7330
Fax: 402-323-7349
Email: jeffyost@nebcommfound.org

The parties to the NPDC are the States of Nebraska, Wyoming, and Colorado and the United States of America. The parties' representatives on the NPDC are:

1. The Wyoming Area Manager of the United States Department of the Interior, Bureau of Reclamation or his or her designee;
2. The Director of the Nebraska Department of Natural Resources or his or her designee;
3. The Wyoming State Engineer or his or her designee; and
4. The Colorado State Engineer or his or her designee.

Here and hereafter collectively referred to as the "NPDC Parties" or referred to individually as "NPDC Party" or "States and Reclamation".

2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the MOA between the States and Reclamation and the Foundation which was duly executed on June 20, 2005. The original MOA dated June 20, 2005 had an expiration date of June 20, 2007. The first amendment extended the MOA to May 25, 2012. The purpose of this second Amendment is to extend the term of the MOA.

3. **Term of the Amendment.** The effective date of this amendment is the ending date of the previous amendment (Amendment One), and shall remain in full force and effect for five (5) years from its effective date, unless terminated at an earlier date pursuant to the provisions of the MOA, or pursuant to federal or state statute or rule or regulation.

4. **Special Provisions.**

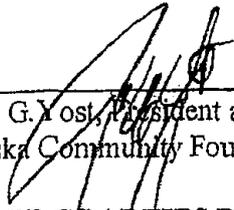
A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the MOA, including but not limited to sovereign immunity shall remain unchanged and in full force and effect.

MOA No. 05AG601965
Amendment Two

5. Signatures. IN WITNESS THEREOF, the parties to the MOA through their duly authorized representatives have executed this Amendment Two on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment Two as set forth herein.

EACH PARTY has executed this Agreement as of the dates below.

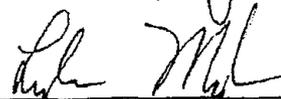
THE NEBRASKA COMMUNITY FOUNDATION BY:



Jeffrey G. Yost, President and CEO
Nebraska Community Foundation

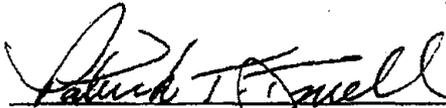
5/29/2012
Date

THE NPDC PARTIES BY:



United States of America Representative
Lyle Myler, Acting Wyoming Area Manager
U.S. Bureau of Reclamation

4/18/2012
Date



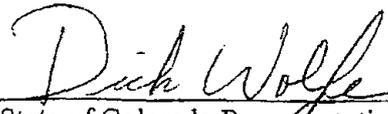
State of Wyoming Representative
Patrick T. Tyrrell, State Engineer
Wyoming State Engineer's Office

4/18/12
Date



State of Nebraska Representative
Brian Dunnigan, Director
Nebraska Department of Natural Resources

4/18/2012
Date



State of Colorado Representative
Dick Wolfe, State Engineer
Colorado State Engineer's Office

5/9/2012
Date

MOA No. 05AG601965
Amendment Two

WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton #86034
S. Jane Caton, Senior Assistant Attorney General

4-16-12
Date

APPROVED AS TO FORM AND CONTENT BY NEBRASKA DNR LEGAL COUNSEL

L. Roy Sievers
LeRoy Sievers, Nebraska DNR Legal Counsel

4-19-2012
Date



Approval Page
For
Wyoming State Engineer's Office
Invoice #NPDC_WS-2, April 19, 2017

Invoice #NPDC_WS-1 from the Wyoming State Engineer's Office is hereby approved for payment. The total amount of the invoice is **\$12,405.18** and should be divided evenly among the three parties. An additional 5%, which is estimated for Nebraska Community Foundation (NCF) indirect and actual costs will be added to the invoice amount ($\$12,405.18 \times 1.05 = \$13,025.44$). Therefore, each party's share is as follows: Nebraska **\$4,341.81**; Wyoming **\$4,341.81**; and Reclamation **\$4,341.82**.

The NCF will process the invoice per instructions which will be provided from the Chair of the Consumptive Use Subcommittee.

At a later date the NCF will issue a billing correction to address the difference between the estimated and actual costs for the NCF's services.

Mahonri Williams

 Mahonri Williams
 Finance Subcommittee Chair

4/19/2017

 Date

Carlie Ronca

 Carlie Ronca
 NPDC Representative

4/19/17

 Date

Patrick Tyrrell

 Patrick Tyrrell
 NPDC Chair

4/19/17

 Date

Wyoming State Engineer's Office
 Invoice: NPDC_WS-2
 4/19/2017

Monthly Services	Carbon P & L	Rocky Mtn Power	Cellular Charges
April 2016	\$ 72.34	\$ 25.17	\$ 180.00
May 2016	\$ 72.82	\$ 24.60	\$ 179.92
June 2016	\$ 72.83	\$ 25.53	\$ 179.92
July 2016	\$ 70.73	\$ 24.52	\$ 176.16
August 2016	\$ 70.49	\$ 24.52	\$ 176.24
Sept 2016	\$ 71.14	\$ 24.89	\$ 176.24
Oct 2016	\$ 70.32	\$ 25.49	\$ 176.26
Nov 2016	\$ 71.31	\$ 26.09	\$ 176.40
Dec 2016	\$ 72.11	\$ 26.87	\$ 168.30
Jan 2017	\$ 72.78	\$ 25.06	\$ 176.36
Feb 2017	\$ 70.31	\$ -	\$ -
Mar 2017	\$ 63.74	\$ -	\$ -
Total	\$ 850.92	\$ 252.74	\$ 1,765.80

Summary	
Monthly Service Charges Total	\$ 2,869.46
Equipment Upgrade Total	\$ 7,203.40
Site Visit Total	\$ 2,332.32
Total Invoice	\$ 12,405.18
Total Invoice / 3	\$ 4,135.06

Misc WS Items	Qty	Unit Price	Total Price
Backup Batteries	4	\$ 37.46	\$ 149.84
Primary Batteries	4	\$ 49.99	\$ 199.96
Solar Panel Charge Controller	2	\$ 38.00	\$ 76.00
Total			\$ 425.80

Campbell Sci	Qty	Unit Price	Total Price
new wind monitor	2	\$ 1,569.00	\$ 3,138.00
new pyranometer	2	\$ 490.64	\$ 981.28
new temp & humidity	2	\$ 479.16	\$ 958.32
new CR1000 data logger	1	\$ 1,440.00	\$ 1,440.00
recalibrate pyranometer	2	\$ 130.00	\$ 260.00
Total			\$ 6,777.60

Site Visits	Trips	Total Price
Daily Rate + Mileage		
389.44	2	\$ 778.88
391.60	2	\$ 783.20
380.80	1	\$ 380.80
389.44	1	\$ 389.44
Total		\$ 2,332.32

Daily rate \$316	Douglas 136 miles
2016 miles \$0.54	Lingle 96 miles
2017 miles \$0.535	Elk Mtn 120 miles
	Encampment 140 miles



Campbell Scientific Inc
 815 West 1800 North • Logan, Utah 84321-1784
 Phone 435.227.9092 • Fax 435.227.9091
 Fed. I.D. #87-0305157 • DUNS#06-798-0730

P.O. Number	P0037170919160000005
Invoice Number	220373
Shipment Number	312727-1
Invoice / Ship Date	18 Oct 2016
Due Date	17 Nov 2016
Customer Number	75228
Page	2

Invoice

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Wyoming State Engineers Office
 Herschler Building 1st W
 122 W 25th St
 Cheyenne, WY 82002

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O

Brenna Mefford
 Wyoming State Engineers Office
 Herschler Building 1st W
 122 W 25th St
 Cheyenne, WY 82002

Buyer Contact		Jeffrey Cowley		Payment Terms		N30		
Phone		307-777-7641		Ship Via		FEDEX GROUND		
Email		jeff.cowley@wyo.gov		Freight Terms		PP&A		
User Name		Brenna Mefford		Incoterms		FOB Cheyenne WY		
Li	Model	Part	Description	CO	Qty	UM	Unit Price	Ext. Price
6		3648	-PT w/Tinned Wires 034B, 014A, or 034A Replacement Bearing (Requires 2)	US	20	EA	25.11	502.20
							Subtotal	13,445.12
							Sales Tax	0.00
							Freight	91.18
							Total	13,536.30





Campbell Scientific Inc
 815 West 1800 North • Logan, Utah 84321-1784
 Phone 435.227.9092 • Fax 435.227.9091
 Fed. I.D. #87-0305157 • DUNS#06-798-0730

P.O. Number	P0037170919160000005
Invoice Number	220373
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Invoice / Ship Date	18 Oct 2016
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Customer Number	75228
Page	1

Invoice

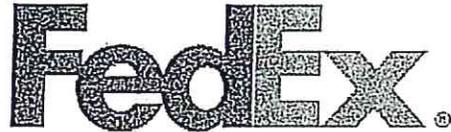
B I L L T O	Wyoming State Engineers Office Herschler Building 1st W 122 W 25th St Cheyenne, WY 82002
----------------------------	---

S H I P T O	Brenna Mefford Wyoming State Engineers Office Herschler Building 1st W 122 W 25th St Cheyenne, WY 82002
----------------------------	---

Buyer Contact	Jeffrey Cowley	Payment Terms	N30
Phone	307-777-7641	Ship Via	FEDEX GROUND
Email	jeff.cowley@wyo.gov	Freight Terms	PP&A
User Name	Brenna Mefford	Incoterms	FOB Cheyenne WY

Li	Model	Part	Description	CO	Qty	UM	Unit Price	Ext. Price
1	HC2S3-L4-PT	27725-63	Rotronic HygroClip2 Temperature/RH Probe 4ft cable per probe -PT w/Tinned Wires	CH	4	EA	479.16	1,916.64
2		27728	HC2S3 Replacement Sensor Head Only	CH	4	EA	375.00	1,500.00
3	LI200R-L12-PT	31983-8	LI-COR Pyranometer 12ft cable per sensor -PT w/Tinned Wires	US	2	EA	490.64	981.28
4		32218	LI200R Replacement Head	US	2	EA	350.00	700.00
5	05108-L12-PT	32123-9	RM Young Heavy Duty Wind Monitor 12ft cable per sensor	US	5	EA	1,569.00	7,845.00
Continued								
Total								

Terms and conditions with Campbell Scientific Inc. are governed by the terms found at <http://www.campbellsci.com/terms>.



10/19/2016

Acct #

Fedex Express Courier Report

CAFE2912

Page 1

Domestic Shipments

Shipping

Ship to:

Brenna Mefford
Wyoming State Engineers Office
Herschler Building 1st W
122 W 25th St
Cheyenne, WY 82002
United States

From:

Campbell Scientific, Inc.
315 W 1800 N
Logan UT 84321-1784

Ship date: 10/18/2016

PKG: 2

BILLABLE WEIGHT: 31.05 lbs
SERVICE: FEDEX GROUND

TRACKING: 710290612287
REF 1: 312727-1
REF 2: PO037170919160000005

FREIGHT ONLY	\$	36.47
Handling fees		4.00
DV Charge (Transit Insurance)		47.06
FOB Destination charges		3.65
TOTAL FREIGHT CHARGES	\$	91.18



**CAMPBELL
SCIENTIFIC**
WHEN MEASUREMENTS MATTER

Campbell Scientific Inc

815 West 1800 North • Logan, Utah 84321-1784

Phone 435.227.9092 • Fax 435.227.9091

Fed. I.D. #87-0305157 • DUNS#06-798-0730

P.O. Number	CC/RMA 25734
Invoice Number	224492
Shipment Number	25734-1
Invoice / Ship Date	22 Feb 2017
Due Date	22 Feb 2017
Customer Number	75228
Page	1

Invoice

B I L L T O	Jeffrey Cowley Wyoming State Engineers Office Herschler Building 1st W 122 W 25th St Cheyenne, WY 82002
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S H I P T O	Jeffrey Cowley Wyoming State Engineers Office Herschler Building 1st W 122 W 25th St Cheyenne, WY 82002
----------------------------	---

Buyer Contact		Payment Terms		VISA				
Phone	307-777-7641 <th>Ship Via</th> <td>UPS GROUND <th>Freight Terms</th> <td>PP&A </td></td>	Ship Via	UPS GROUND <th>Freight Terms</th> <td>PP&A </td>	Freight Terms	PP&A			
Email	jeff.cowley@wyo.gov <th>Incoterms</th> <td></td> <td></td> <td></td>	Incoterms						
User Name	Jeffrey Cowley							
Li	Model	Part	Description	CO	Qty	UM	Unit Price	Ext. Price
1			HMP45C-L VAISALA TEMPERATURE/RH PROBE W/6' LC		-1		0.00	0.00
1-1			REPAIR LABOR Labor hours (C): 1.25 @ 85.0000.		1		0.00	0.00
1-2			REPAIR PARTS Part (Y): 27727 Temperature/RH Probe Recalibration by CSI w/Documentation 1.00 @ 125.0000. Part (Y): 16341 o-rings 2.00 @ 1.0000.		1		127.00	127.00 <i>Part Order</i>
2			HMP45C-L VAISALA TEMPERATURE/RH PROBE W/6' LC		-1		0.00	0.00
Continued								
Total								



Campbell Scientific Inc

815 West 1800 North • Logan, Utah 84321-1784
 Phone 435.227.9092 • Fax 435.227.9091
 Fed. I.D. #87-0305157 • DUNS#06-798-0730

P.O. Number	CC/RMA 25734
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Page	2

Invoice

B I L L T O	Jeffrey Cowley Wyoming State Engineers Office Herschler Building 1st W 122 W 25th St Cheyenne, WY 82002
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S H I P T O	Jeffrey Cowley Wyoming State Engineers Office Herschler Building 1st W 122 W 25th St Cheyenne, WY 82002
----------------------------	---

Buyer Contact		Payment Terms		VISA				
Phone	307-777-7641	Ship Via	UPS GROUND					
Email	jeff.cowley@wyo.gov	Freight Terms	PP&A					
User Name	Jeffrey Cowley	Incoterms						
Li	Model	Part	Description	CO	Qty	UM	Unit Price	Ext. Price
2-1			REPAIR LABOR Labor hours (C): 1.25 @ 85.0000.		1		0.00	0.00
2-2			REPAIR PARTS Part (Y): 27727 Temperature/RH Probe Recalibration by CSI w/Documentation 1.00 @ 125.0000. Part (Y): 16341 o-rings 2.00 @ 1.0000.		1		127.00 <i>Pathfinder</i>	127.00
3			HMP45C-L VAISALA TEMPERATURE/RH PROBE W/6' LC		-1		0.00	0.00
3-1			REPAIR LABOR Labor hours (C): 1.25 @ 85.0000.		1		0.00	0.00
Continued								
Total								



Campbell Scientific Inc
 815 West 1800 North • Logan, Utah 84321-1784
 Phone 435.227.9092 • Fax 435.227.9091
 Fed. I.D. #87-0305157 • DUNS#06-798-0730

P.O. Number	CC/RMA 25734
Invoice Number	224492
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Invoice / Ship Date	22 Feb 2017
Due Date	22 Feb 2017
Customer Number	75228
Page	3

Invoice

B I L L T O	Jeffrey Cowley Wyoming State Engineers Office Herschler Building 1st W 122 W 25th St Cheyenne, WY 82002
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S H I P T O	Jeffrey Cowley Wyoming State Engineers Office Herschler Building 1st W 122 W 25th St Cheyenne, WY 82002
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Buyer Contact		Payment Terms		VISA				
Phone	307-777-7641 <th>Ship Via</th> <td>UPS GROUND <th>Freight Terms</th> <td>PP&A </td></td>	Ship Via	UPS GROUND <th>Freight Terms</th> <td>PP&A </td>	Freight Terms	PP&A			
Email	jeff.cowley@wyo.gov	Incoterms						
User Name	Jeffrey Cowley							
Li	Model	Part	Description	CO	Qty	UM	Unit Price	Ext. Price
3-2			REPAIR PARTS Part (Y): 27727 Temperature/RH Probe Recalibration by CSI w/Documentation 1.00 @ 125.0000. Part (Y): 16341 o-rings 2.00 @ 1.0000.		1		127.00 <i>Spare</i>	127.00
4			LI200X-L LI-COR PYRANOMETER (FIXED W/11' LC		-1		0.00	0.00
4-1			REPAIR LABOR Labor hours (C): 0.50 @ 85.0000.		1		0.00	0.00
4-2			REPAIR PARTS Part (Y): 16561 LI-COR Sensor Recalibration w/ Documentation 1.00 @		1		130.00 <i>Encampment</i>	130.00
Continued								
Total								



**CAMPBELL
SCIENTIFIC**
WHEN MEASUREMENTS MATTER

Campbell Scientific Inc
815 West 1800 North • Logan, Utah 84321-1784
Phone 435.227.9092 • Fax 435.227.9091
Fed. I.D. #87-0305157 • DUNS#06-798-0730

P.O. Number	CC/RMA 25734
Invoice Number	224492
Shipment Number	25734-1
Invoice / Ship Date	22 Feb 2017
Due Date	22 Feb 2017
Customer Number	75228
Page	4

Invoice

B I L L T O	Jeffrey Cowley Wyoming State Engineers Office Herschler Building 1st W 122 W 25th St Cheyenne, WY 82002
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S H I P T O	Jeffrey Cowley Wyoming State Engineers Office Herschler Building 1st W 122 W 25th St Cheyenne, WY 82002
----------------------------	---

Buyer Contact		Payment Terms		VISA				
Phone	307-777-7641 <th>Ship Via</th> <td>UPS GROUND <th colspan="2"></th> </td>	Ship Via	UPS GROUND <th colspan="2"></th>					
Email	jeff.cowley@wyo.gov	Freight Terms	PP&A <th colspan="2"></th>					
User Name	Jeffrey Cowley	Incoterms						
Li	Model	Part	Description	CO	Qty	UM	Unit Price	Ext. Price
5			130.0000. LI200X-L LI-COR PYRANOMETER (FIXED W/11' LC		-1		0.00	0.00
5-1			REPAIR LABOR Labor hours (C): 0.50 @ 85.0000.		1		0.00	0.00
5-2			REPAIR PARTS Part (Y): 16561 LI-COR Sensor Recalibration w/ Documentation 1.00 @ 130.0000.		1		130.00 <i>(1K mtr)</i>	130.00
							Subtotal	641.00
							Sales Tax	0.00
							Freight	11.62
							Total	652.62

Batteries Plus Bulbs #291

5116 Frontier Mall Dr
Suite #200
Cheyenne, WY 82009
3076389903

Order #: 291-317908 Usr: NMV
Date: 9/8/2016 11:14:46 AM Sta: 291-02
Original order:

Description	Qty	Price Line type	Total
12-18NB LEAD DURA12-18NB, BBBP17-12B1	2	49.99 SaleLine	99.98
Subtotal			99.98 0.00
			99.98
MC XXXX...042			99.98

Auth: 008132

amt recvd 99.98

purchased: 2

Sold To:
Wyoming State Engineers Office
COKEVILLE, WY 83114

PO#North Platte
DOESN'T MATTER WHO BROKE IT,
FIX IT! BATTERIES PLUS BULBS
OFFERS SMARTPHONE, TABLET AND
POD SCREEN REPAIRS AS WELL AS
BATTERY REPLACEMENTS

Batteries Plus Bulbs #291

5116 Frontier Mall Dr
Suite #200
Cheyenne, WY 82009
3076389903

Ticket: #291-322812 Usr: SSJ
Date: 12/2/2016 12:17:10 P Sta: 291-01
Original order:

Item Description	Qty	Price Line type	Total
SLAA12-18NB 12V LEAD DURA12-18NB, BBBP17-12B1	3	49.95 SaleLine	149.85
Item Subtotal			149.85
Tax			0.00
Total			149.85
Tender: VISA XXXXXXXXXXXX0456 Auth: 002654			149.85

Sale amt recvd 149.85
Items purchased: 3

Sold To:
Wyoming State Engineers Office
COKEVILLE, WY 83114

Customer PO#North Platte
WE FIX IT! BATTERIES PLUS BULBS OFFERS
SMARTPHONE AND TABLET REPAIRS.

4 North Platte
1 Pathfinder

Batteries Plus Bulbs #291

5116 Frontier Mall Dr
 Suite #200
 Cheyenne, WY 82009
 3076389903

Ticket:#291-323787 Usr: MAH
 Date:12/16/2016 9:41:44 A Sta: 291-02
 Original order:

Item Description	Qty	Price Line type	Total
SLA12-7F 12V LEAD DURA12-7F	5	19.99 SaleLine	99.95

*4 North Platte
1 Pathfinder*

Item Subtotal	99.95
Tax	0.00
Total	99.95

Tender:
 VISA 99.95
 XXXXXXXXXXXX0456
 Auth: 016393

Sale amt recvd 99.95

Items purchased: 5

Sold To:
 Wyoming State Engineers Office
 COKEVILLE, WY 83114

Customer PO#north platte
 WE FIX IT! BATTERIES PLUS BULBS OFFERS
 SMARTPHONE AND TABLET REPAIRS.

Northern Arizona Wind & Sun, Inc
 401 E Huntington Drive
 Flagstaff, Arizona 86004

Invoice

DATE	INVOICE #
2/13/2017	24515

PAID
02/13/2017

BILL TO Wyoming State Engineers Office Jeff Cowley 122 W 25th Street Cheyenne, Wyoming 82002	SHIP TO Wyoming State Engineers Office Jeff Cowley 122 W 25th Street Cheyenne, Wyoming 82002
---	---

TERMS	DUE DATE	OnLine Order#	REP	Rep Email	Tracking ID	SHIP VIA
Prepay	2/13/2017	100105607	WWW	sales@wind-sun.com		UPS Ground

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
IS-6-12V	SunSaver 6 6.5 amp 12 volt charge controller, without LVD 6' x 2.18' x 1.32' Warranty: 5 years	2	38.00	76.00
Shipping Charges	Shipment Carrier: United Parcel Service; Shipment Method: UPS Ground		13.49	13.49

Thank you for your business!

Sales Tax (8.951%) \$0.00

Total \$89.49

Payments/Credits -\$89.49

Balance Due \$0.00

Customer service

Phone #	Fax #	windsun@wind-sun.com
800-383-0195	928-527-0729	www.solar-electric.com

When you receive a freight shipment, you must inspect the packages and items for damage before signing for the delivery!

THANK YOU FOR YOUR BUSINESS

Extension Name	April 2016 Amount	May 2016 Amount	June 2016 Amount	July 2016 Amount	Aug 2016 Amount	Sept 2016 Amount	Oct 2016 Amount	Nov 2016 Amount	Dec 2016 Amount	Jan 2017 Amount	Feb 2017 Amount	March 2017 Amount
7010993 Weather Station, Lingle	44.51	44.51	44.51	43.57	43.57	43.57	43.57	43.61	43.57	43.57		
7010994 Weather Station, Encampment	44.51	44.51	44.51	43.57	43.57	43.57	43.57	43.59	43.57	43.57		
3188607 Weather Station, Elk Mountain	45.53	45.45	45.45	44.51	44.59	44.59	44.60	44.60	40.58	44.61		
3188735 Weather Station, Douglas	45.45	45.45	45.45	44.51	44.51	44.51	44.52	44.60	40.58	44.61		
Total	180	179.92	179.92	176.16	176.24	176.24	176.26	176.4	168.3	176.36	0	0

Susan Oaks
 Unified Communications Billing
 Department of Enterprise Technology Services
 State of Wyoming
 307-777-7165
 susan.oaks@wyo.gov

25700 01 MB 0.419 62-0

WYOMING STATE ENGINEERS OFFICE
122 W 25TH ST
CHEYENNE WY 82001-3004



Questions: Call
1-888-221-7070
24 hours a day,
7 days a week
rockymountainpower.net

BILLING DATE: **May 10, 2016**
ACCOUNT NUMBER: **04262533-001 6**
DATE DUE: **May 26, 2016**
AMOUNT DUE: **\$77.91**



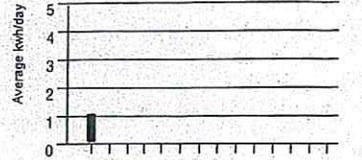
Balance With Us	
Previous Account Balance	52.74
Payments/Credits	0.00
Past Due Amount	52.74
New Charges	+25.17
Current Account Balance	\$ 77.91

PAST DUE REMINDER

Your Account is Past Due in the amount of \$52.74.

If the Past Due Amount has been paid, please remember that this bill also contains New Charges.

Historical Data - ITEM 1



2015 M J J A S O N D J F M A M 2016

Your Average Daily kwh Usage by Month

PERIOD ENDING	MAY 2016	MAY 2015
Avg. Daily Temp.	44	45
Total kwh	3	9
Avg. kwh per Day	0	1
Cost per Day	\$0.80	\$0.86

Payments Received

No payments have been received since your last billing statement.



Detailed Account Activity

ITEM 1 - ELECTRIC SERVICE

360 Highway 93 # Weather Douglas WY
Weather Station Schedule 25

METER NUMBER	SERVICE PERIOD		ELAPSED DAYS	METER READINGS		METER MULTIPLIER	AMOUNT USED THIS MONTH
	From	To		Previous	Current		
14-393	Apr 8, 2016	May 9, 2016	31	1287	1290	1.0	3 kwh

Next scheduled read date: 06-08. Date may vary due to scheduling or weather.

NEW CHARGES - 05/16	UNITS	COST PER UNIT	CHARGE
Basic Charge, 1P Sec Delivery			24.25
Energy Charge - Secondary	3 kwh	0.0471500	0.14
Net Power Cost Energy - Sec	3 kwh	0.0304500	0.09
Customer Efficiency Services		0.0110000	0.27
Late Payment Charge		0.0150000	0.42
Total New Charges			25.17

Go paperless!

Paperless billing saves time, reduces clutter and benefits the environment. Watch our "Trees Have Dreams" video and sign up at rockymountainpower.net/paperless.

Looking for other ways to pay?

Pay online using your bank account. Log on to rockymountainpower.net to pay your bills quickly and securely. Or, for a fee, pay by phone with a check, credit or debit card by calling 1-800-672-2405.

Late Payment Charge for Wyoming
A late payment charge of 1.5% may be charged on any balance not paid in full each month.

Write account number on check & mail to: Rocky Mtn Power, PO Box 26000, Portland, OR 97256-0001

RETAIN THIS PORTION FOR YOUR RECORDS.
RETURN THIS PORTION WITH YOUR PAYMENT.

↑ INSERT THIS EDGE FIRST ↑

ROCKY MOUNTAIN POWER
PO BOX 400
PORTLAND OR 97207

Change of Mailing Address or Phone?
Check here & provide information on back.

Account Number: **04262533-001 6**

Date Due: **May 26, 2016**

AMOUNT DUE: **\$77.91**

Please enter the amount enclosed.

ROCKY MTN POWER
PO BOX 26000
PORTLAND OR 97256-0001

WYOMING STATE ENGINEERS OFFICE
122 W 25TH ST
CHEYENNE WY 82001-3004



H 04262533 001 625 000007791 000005274 000002517

25619 01 MB 0.419 50-0

WYOMING STATE ENGINEERS OFFICE
 122 W 25TH ST
 CHEYENNE WY 82001-3004



Questions: Call
 1-888-221-7070
 24 hours a day,
 7 days a week
 rockymountainpower.net

BILLING DATE: Jun 9, 2016
 ACCOUNT NUMBER: 04262533-0
 DATE DUE: Jun 27, 2016
 AMOUNT DUE: \$24.60



Your Balance With Us

Previous Account Balance	77.91
Payments/Credits <i>cash 484334845</i>	-77.91
New Charges	+24.60
Current Account Balance	\$ 24.60

Payments Received

DATE	DESCRIPTION	AMOUNT
May 24, 2016	Payment Received - Thank you	25.17
May 24, 2016	Payment Received - Thank you	52.74
Total Payments		\$ 77.91

Did you know Rocky Mountain Power is the 2nd largest utility-owner of wind power? In fact, nearly 30% of our generating sources are comprised of renewable and non-carbon energy. Find out more at www.rockymountainpower.net/environment.

Go paperless!
 Paperless billing saves time, reduces clutter and benefits the environment. Watch our "Trees Have Dreams" video and sign up at rockymountainpower.net/paperless.

Detailed Account Activity

ITEM 1 - ELECTRIC SERVICE

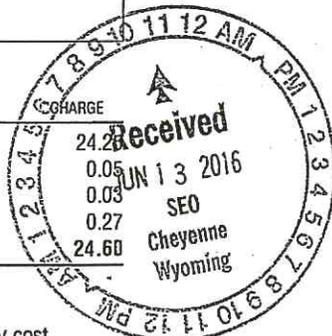
360 Highway 93 # Weather Douglas WY
 Weather Station Schedule 25

METER NUMBER	SERVICE PERIOD From To	ELAPSED DAYS	METER READINGS Previous Current	METER MULTIPLIER	AMOUNT USED THIS MONTH
51479993	May 9, 2016 Jun 8, 2016	30	1290 1291	1.0	1 kwh

Next scheduled read date: 07-08. Date may vary due to scheduling or weather.

NEW CHARGES - 06/16

	UNITS	COST PER UNIT
Basic Charge, 1P Sec Delivery		
Energy Charge - Secondary	1 kwh	0.0471500
Net Power Cost Energy - Sec for 25 day(s)	1 kwh	0.0301400
Customer Efficiency Services		0.0110000
Total New Charges		24.60



Effective May 15, 2016 the Wyoming Public Service Commission approved a change decreasing the energy cost adjustment mechanism and slightly increasing the renewable revenue adjustment mechanism. Your bill may reflect charges billed at old and new rates.

Write account number on check & mail to: Rocky Mtn Power, PO Box 26000, Portland, OR 97256-0001

RETAIN THIS PORTION FOR YOUR RECORDS.
 RETURN THIS PORTION WITH YOUR PAYMENT.

Late Payment Charge for Wyoming
 A late payment charge of 1.5% may be charged on any balance not paid in full each month.

ROCKY MOUNTAIN POWER
 PO BOX 400
 PORTLAND OR 97207

↑ INSERT THIS EDGE FIRST ↑

Change of Mailing Address or Phone?
 Check here & provide information on back.

Account Number: 04262533-001 6
 Date Due: Jun 27, 2016

AMOUNT DUE: \$24.60

ROCKY MTN POWER
 PO BOX 26000
 PORTLAND OR 97256-0001

Please enter the amount enclosed.



WYOMING STATE ENGINEERS OFFICE
 122 W 25TH ST
 CHEYENNE WY 82001-3004

H 04262533 001 623 000002460

28344 01 MB 0.416 92-0
 WYOMING STATE ENGINEERS OFFICE
 122 W 25TH ST
 CHEYENNE WY 82001-3004



ROCKY MOUNTAIN POWER
 Attachment 1 of 4 page 19 of 52

Questions: Call
 1-888-221-7070
 24 hours a day,
 7 days a week
 rockymountainpower.net



BILLING DATE: Jul 11, 2016
 ACCOUNT NUMBER: 04262533-001 6
 DATE DUE: Jul 28, 2016
 AMOUNT DUE: \$50.13

Your Balance With Us

Previous Account Balance	24.60
Payments/Credits	24.90
New Charges	+25.53
Current Account Balance	\$ 50.13

Payments Received

No payments have been received since your last billing statement.

Detailed Account Activity

ITEM 1 - ELECTRIC SERVICE

360 Highway 93 # Weather Douglas WY
 Weather Station Schedule 25

METER NUMBER	SERVICE PERIOD		ELAPSED DAYS	METER READINGS		METER MULTIPLIER	AMOUNT USED THIS MONTH
	From	To		Previous	Current		
51479993	Jun 8, 2016	Jul 8, 2016	30	1291	1304	1.0	13 kwh

Next scheduled read date: 08-09. Date may vary due to scheduling or weather.

NEW CHARGES - 07/16	UNITS	COST PER UNIT	CHARGE
Basic Charge, 1p Sec Delivery			24.25
Energy Charge - Secondary	13 kwh	0.0471500	0.61
Net Power Cost Energy - Sec	13 kwh	0.0301400	0.39
Customer Efficiency Services		0.0110000	0.28
Total Charges			25.53

Rocky Mountain Power can help you save energy and money. Cash incentives are available for installing energy-efficient HVAC, evaporative cooling and more. Call toll free at 1-800-222-4335 and visit wattsmart.com to learn more.



Write account number on check & mail to: Rocky Mtn Power, PO Box 26000, Portland, OR 97256-0001

See reverse

RETAIN THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.



↑ INSERT THIS EDGE FIRST ↑

Late Payment Charge for Wyoming
 A late payment charge of 1.5% may be charged on any balance not paid in full each month.

Change of Mailing Address or Phone?
 Check here & provide information on back.

Account Number: 04262533-001 6

Date Due: Jul 28, 2016

AMOUNT DUE: ~~\$25.53~~ \$50.13

ROCKY MTN POWER
 PO BOX 26000
 PORTLAND OR 97256-0001

Please enter the amount enclosed.

WYOMING STATE ENGINEERS OFFICE
 122 W 25TH ST
 CHEYENNE WY 82001-3004

H 04262533 001 622 000005013 000002460 000002553



29877 01 MB 0.416 98-0
 WYOMING STATE ENGINEERS OFFICE
 122 W 25TH ST
 CHEYENNE WY 82001-3004



Attachment # 20 of 52
ROCKY MOUNTAIN POWER

Questions: Call
 1-888-221-7070
 24 hours a day,
 7 days a week
 rockymountainpower.net

BILLING DATE: **Aug 10, 2016**
 ACCOUNT NUMBER: **04262533-001**
 DATE DUE: **Aug 26, 2016**
 AMOUNT DUE: **\$24.52**



Your Balance With Us

Previous Account Balance	50.13
Payments/Credits <i>(Exp 321353)</i>	50.13
New Charges	+24.52
Current Account Balance	\$ 24.52

Payments Received

DATE	DESCRIPTION	AMOUNT
Aug 5, 2016	Payment Received - Thank You	24.60
Aug 5, 2016	Payment Received - Thank You	6.59
Aug 5, 2016	Payment Received - Thank You	18.94

Total Payments \$ 50.13

*1401 0203
 140 01*

Detailed Account Activity

ITEM 1 - ELECTRIC SERVICE

360 Highway 93 # Weather Douglas WY
 Weather Station Schedule 25

METER NUMBER	SERVICE PERIOD From	To	ELAPSED DAYS	METER READINGS Previous	Current	METER MULTIPLIER	AMOUNT USED THIS MONTH
51479993	Jul 8, 2016	Aug 10, 2016	33	1304	1304	1.0	0 kwh

Next scheduled read date: 09-08. Date may vary due to scheduling or weather.

CHARGES - 08/16	UNITS	COST PER UNIT	CHARGE
Service Charge, 1p Sec Delivery			24.25
Customer Efficiency Services		0.0110000	0.27
Total New Charges			24.52

Looking for other ways to pay?

Pay online using your bank account. Log on to rockymountainpower.net to pay your bills quickly and securely. Or, for a fee, pay by phone with a check, credit or debit card by calling 1-800-672-2405.

Write account number on check & mail to: Rocky Mtn Power, PO Box 26000, Portland, OR 97256-0001

RETAIN THIS PORTION FOR YOUR RECORDS.
 RETURN THIS PORTION WITH YOUR PAYMENT.



↑ INSERT THIS EDGE FIRST ↑

ROCKY MTN POWER
 PO BOX 26000
 PORTLAND OR 97256-0001



Late Payment Charge for Wyoming
 A late payment charge of 1.5% may be charged on any balance not paid in full each month.

Change of Mailing Address or Phone?
 Check here & provide information on back.

Account Number: **04262533-001 6**
 Date Due: **Aug 26, 2016**

AMOUNT DUE: \$24.52

Please enter the amount enclosed.

WYOMING STATE ENGINEERS OFFICE
 122 W 25TH ST
 CHEYENNE WY 82001-3004

H 04262533 001 620 000002452



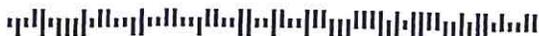
29693 01 MB 0.416 98-0
 WYOMING STATE ENGINEERS OFFICE
 122 W 25TH ST
 CHEYENNE WY 82001-3004



Attachment **ROCKY MOUNTAIN POWER** page 21 of 52

Questions: Call
1-888-221-7070
 24 hours a day,
 7 days a week
 rockymountainpower.net

BILLING DATE: **Sep 9, 2016**
 ACCOUNT NUMBER: **04262533-001 6**
 DATE DUE: **Sep 27, 2016**
 AMOUNT DUE: **\$49.04**



Your Balance With Us

Previous Account Balance	24.52
Payments/Credits <i>Box # 2425</i>	0.00
New Charges	+24.52
Current Account Balance	\$ 49.04

Payments Received

No payments have been received since your last billing statement.

*1461 0203
 140 01*

Detailed Account Activity

ITEM 1 - ELECTRIC SERVICE

360 Highway 93 # Weather Douglas WY
 Weather Station Schedule 25

METER NUMBER	SERVICE PERIOD		ELAPSED DAYS	METER READINGS		METER MULTIPLIER	AMOUNT USED THIS MONTH
	From	To		Previous	Current		
51479993	Aug 10, 2016	Sep 8, 2016	29	1304	1304	1.0	0 kwh

Next scheduled read date: 10-07. Date may vary due to scheduling or weather.

NEW CHARGES - 09/16	UNITS	COST PER UNIT	CHARGE
Basic Charge, 1p Sec Delivery			24.25
Customer Efficiency Services		0.0110000	0.27
Total New Charges			24.52



Rocky Mountain Power wants to make it easy for customers and municipalities to report streetlight outages and manage streetlight accounts. Customers can report streetlight outages at rockymountainpower.net/streetlights or by calling toll free at 1-888-221-7070.

Looking for other ways to pay?

Pay online using your bank account. Log on to rockymountainpower.net to pay your bills quickly and securely. Or, for a fee, pay by phone with a check, credit or debit card by calling 1-800-672-2405.

Write account number on check & mail to: Rocky Mtn Power, PO Box 26000, Portland, OR 97256-0001

RETAIN THIS PORTION FOR YOUR RECORDS.
 RETURN THIS PORTION WITH YOUR PAYMENT.



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ROCKY MTN POWER
 PO BOX 26000
 PORTLAND OR 97256-0001



Late Payment Charge for Wyoming
 A late payment charge of 1.5% may be charged on any balance not paid in full each month.

Change of Mailing Address or Phone?
 Check here & provide information on back.

Account Number: **04262533-001 6**
 Date Due: **Sep 27, 2016**

AMOUNT DUE: *2452* \$49.04

Please enter the amount enclosed.

WYOMING STATE ENGINEERS OFFICE
 122 W 25TH ST
 CHEYENNE WY 82001-3004

H 04262533 001 628 000004904 000002452 000002452



29103 01 MB 0.416 95-0
WYOMING STATE ENGINEERS OFFICE
122 W 25TH ST
CHEYENNE WY 82001-3004



Attachment # 10 Page 22 of 52
ROCKY MOUNTAIN POWER

Questions: Call
1-888-221-7070
24 hours a day,
7 days a week
rockymountainpower.net

BILLING DATE: **Oct 10, 2016**
ACCOUNT NUMBER: **04262533-00**
DATE DUE: **Oct 26, 2016**
AMOUNT DUE: **\$73.93**



Your Balance With Us

Previous Account Balance	49.04
Payments/Credits	0.00
New Charges	+24.89
Current Account Balance	\$ 73.93

Payments Received

No payments have been received since your last billing statement.

Detailed Account Activity

ITEM 1 - ELECTRIC SERVICE

360 Highway 93 # Weather Douglas WY
Weather Station Schedule 25

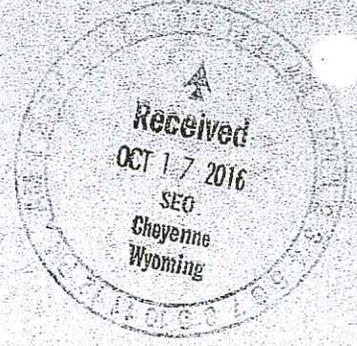
METER NUMBER	SERVICE PERIOD		ELAPSED DAYS	METER READINGS		METER MULTIPLIER	AMOUNT USED THIS MONTH
	From	To		Previous	Current		
51479993	Sep 8, 2016	Oct 7, 2016	29	1304	1304	1.0	0 kwh

Next scheduled read date: 11-07. Date may vary due to scheduling or weather.

NEW CHARGES - 10/16	UNITS	COST PER UNIT	CHARGE
Basic Charge, 1p Sec Delivery			24.25
Customer Efficiency Services		0.0110000	0.27
Late Payment Charge		0.0150000	0.37
Total New Charges			24.89

Cash incentives are available for installing variable frequency drives. VFDs are electronic controls that regulate motor speed and torque to save energy. Call 1-800-222-4335 and visit wattsmart.com to learn more.

Looking for other ways to pay? Pay online using your bank account. Log on to rockymountainpower.net to pay your bills quickly and securely. Or, for a fee, pay by phone with a check, credit or debit card by calling 1-800-672-2405.



Late Payment Charge for Wyoming
A late payment charge of 1.5% may be charged on any balance not paid in full each month.

Write account number on check & mail to: Rocky Mtn Power, PO Box 26000, Portland, OR 97256-0001

RETAIN THIS PORTION FOR YOUR RECORDS.
RETURN THIS PORTION WITH YOUR PAYMENT.

ROCKY MOUNTAIN POWER
PO BOX 400
PORTLAND OR 97207

↑ INSERT THIS EDGE FIRST ↑

Change of Mailing Address or Phone?
Check here & provide information on back.

Account Number: **04262533-001 6**

Date Due: **Oct 26, 2016**

AMOUNT DUE: **\$73.93**

ROCKY MTN POWER VC * 94334
PO BOX 26000
PORTLAND OR 97256-0001

Please enter the amount enclosed.

WYOMING STATE ENGINEERS OFFICE
122 W 25TH ST
CHEYENNE WY 82001-3004



H 04262533 001 623 000007393 000004904 000002489

GH



29325 01 MB 0.416 98-0
 WYOMING STATE ENGINEERS OFFICE
 122 W 25TH ST
 CHEYENNE WY 82001-3004



ROCKY MOUNTAIN POWER
 Attachment FSC-4 page 23 of 52

Questions: Call
 1-888-221-7070
 24 hours a day,
 7 days a week
 rockymountainpower.net

BILLING DATE: **Nov 8, 2016**
 ACCOUNT NUMBER: **04262533-001 6**
 DATE DUE: **Nov 29, 2016**
 AMOUNT DUE: **\$99.42**



Your Balance With Us

Previous Account Balance	62x 3425	73.93
Payments/Credits	5424	0.00
Past Due Amount		73.93
New Charges		+25.49
Current Account Balance		\$ 99.42

PAST DUE REMINDER

Your Account is Past Due in the amount of \$73.93.

If the Past Due Amount has been paid, please remember that this bill also contains New Charges.

1401 0203
 140 01

Payments Received

No payments have been received since your last billing statement.

Detailed Account Activity

ITEM 1 - ELECTRIC SERVICE 360 Highway 93 # Weather Douglas WY
 Weather Station Schedule 25

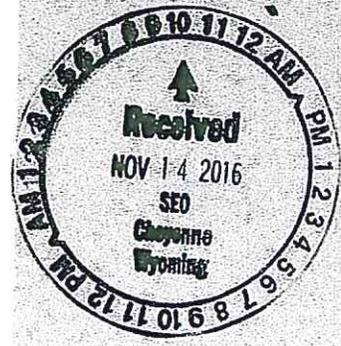
METER NUMBER	SERVICE PERIOD		ELAPSED DAYS	METER READINGS		METER MULTIPLIER	AMOUNT USED THIS MONTH
	From	To		Previous	Current		
51479993	Oct 7, 2016	Nov 7, 2016	31	1304	1307	1.0	3 kwh

Next scheduled read date: 12-09. Date may vary due to scheduling or weather.

	UNITS	COST PER UNIT	CHARGE
Basic Charge, 1p Sec Delivery			24.25
Energy Charge - Secondary	3 kwh	0.0471500	0.14
Net Power Cost Energy - Sec for 7 day(s)	1 kwh	0.0299900	0.03
for 24 day(s)	2 kwh	0.0301400	0.06
Customer Efficiency Services		0.0110000	0.27
Late Payment Charge		0.0150000	0.74
Total New Charges			25.49

Effective November 1, 2016 the Wyoming Public Service Commission approved a decrease to the Energy Cost Adjustment Mechanism. Your bill may reflect charges billed at old and new rates.

Blue Sky funding available. We are accepting applications from organizations seeking funding for renewable energy projects through Dec. 15, 2016. For more information or to apply, go to rockymountainpower.net/blueskyfund



Late Payment Charge for Wyoming
 A late payment charge of 1.5% may be charged on any balance not paid in full each month.

See reverse

RETAIN THIS PORTION FOR YOUR RECORDS.
 RETURN THIS PORTION WITH YOUR PAYMENT.

Write account number on check & mail to: Rocky Mtn Power, PO Box 26000, Portland, OR 97256-0001



↑ INSERT THIS EDGE FIRST ↑

ROCKY MTN POWER
 PO BOX 26000
 PORTLAND OR 97256-0001

VC *94334



Change of Mailing Address or Phone?
 Check here & provide information on back

Account Number: **04262533-001 6**
 Date Due: **Nov 29, 2016**

AMOUNT DUE: \$99.42

Please enter the amount enclosed.

WYOMING STATE ENGINEERS OFFICE
 122 W 25TH ST
 CHEYENNE WY 82001-3004

H 04262533 001 627 000009942 000007393 000002549

28515,01 MB 0.416 94-0
 WYOMING STATE ENGINEERS OFFICE
 122 W 25TH ST
 CHEYENNE WY 82001-3004



ROCKY MOUNTAIN POWER
 Attachment FSC-4 page 24 of 52

Questions: Call
 1-888-221-7070
 24 hours a day,
 7 days a week
 rockymountainpower.net

BILLING DATE: Dec 12, 2016
 ACCOUNT NUMBER: 04262533-001
 DATE DUE: Dec 29, 2016
 AMOUNT DUE: \$125.51



Your Balance With Us

Previous Account Balance	99.42
Payments/Credits	0.00
Past Due Amount	99.42
New Charges	+26.09
Current Account Balance	\$ 125.51

PAST DUE REMINDER

Your Account is Past Due in the amount of \$99.42.

If the Past Due Amount has been paid, please remember that this bill also contains New Charges.

1401 0203
 140 01

Payments Received

No payments have been received since your last billing statement.

Detailed Account Activity

ITEM 1 - ELECTRIC SERVICE

360 Highway 93 # Weather Douglas WY
 Weather Station Schedule 25

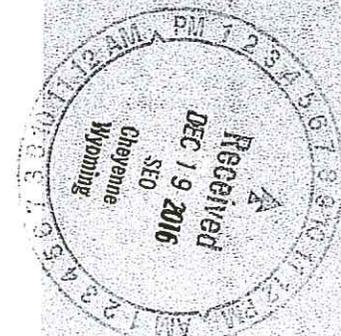
METER NUMBER	SERVICE PERIOD		ELAPSED DAYS	METER READINGS		METER MULTIPLIER	AMOUNT USED THIS MONTH
	From	To		Previous	Current		
51479993	Nov 7, 2016	Dec 9, 2016	32	1307	1313	1.0	6 kwh

Next scheduled read date: 01-11. Date may vary due to scheduling or weather.

CHARGES - 12/16	UNITS	COST PER UNIT	CHARGE
Service Charge, 1p Sec Delivery			24.25
Energy Charge - Secondary	6 kwh	0.0471500	0.28
Net Power Cost Energy - Sec	6 kwh	0.0299900	0.18
Customer Efficiency Services		0.0110000	0.27
Late Payment Charge		0.0150000	1.11
Total New Charges			26.09

On behalf of Rocky Mountain Power, we would like to wish you a safe and happy holiday season.

Cash incentives are available for installing variable frequency drives. VFDs are electronic controls that regulate motor speed and torque to save energy. Call 1-800-222-4335 and visit wattsmart.com to learn more.



Late Payment Charge for Wyoming
 A late payment charge of 1.5% may be charged on any balance not paid in full each month.

See reverse

RETAIN THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.

Write account number on check & mail to: Rocky Mtn Power, PO Box 26000, Portland, OR 97256-0001

ROCKY MOUNTAIN POWER
 PO BOX 400
 PORTLAND OR 97207

↑ INSERT THIS EDGE FIRST ↑

Change of Mailing Address or Phone?
 Check here & provide information on back.

Account Number: 04262533-001 6

Date Due: Dec 29, 2016

AMOUNT DUE: ~~\$125.51~~ \$26.09 TW \$125.51

Please enter the amount enclosed.

WYOMING STATE ENGINEERS OFFICE
 122 W 25TH ST
 CHEYENNE WY 82001-3004



H 04262533 001 625 000012551 000009942 000002609



29514 01 MB 0.416 99-0
 WYOMING STATE ENGINEERS OFFICE
 122 W 25TH ST
 CHEYENNE WY 82001-3004



Attachment **ROCKY MOUNTAIN POWER** Page 25 of 52

Questions: Call
 1-888-221-7070
 24 hours a day,
 7 days a week
 rockymountainpower.net

BILLING DATE: Jan 12, 2017
 ACCOUNT NUMBER: 04262533-001 6
 DATE DUE: Jan 30, 2017
 AMOUNT DUE: \$152.38



Your Balance With Us

Previous Account Balance	125.51
Payments/Credits	0.00
Past Due Amount	125.51
New Charges	26.87
Current Account Balance	\$ 152.38

PAST DUE REMINDER

Your Account is Past Due in the amount of \$125.51.

If the Past Due Amount has been paid, please remember that this bill also contains New Charges.

1401 0203
 140 01

Payments Received

No payments have been received since your last billing statement.

Detailed Account Activity

ITEM 1 - ELECTRIC SERVICE

360 Highway 93 # Weather Douglas WY
 Weather Station Schedule 25

METER NUMBER	SERVICE PERIOD		ELAPSED DAYS	METER READINGS		METER MULTIPLIER	AMOUNT USED THIS MONTH
	From	To		Previous	Current		
51479993	Dec 9, 2016	Jan 11, 2017	33	1313	1324	1.0	11 kwh

Scheduled read date: 02-09. Date may vary due to scheduling or weather.

	UNITS	COST PER UNIT	CHARGE
Basic Charge, 1p Sec Delivery			24.25
Energy Charge - Secondary	11 kwh	0.0471500	0.52
Net Power Cost Energy - Sec	11 kwh	0.0299900	0.33
Customer Efficiency Services		0.0110000	0.28
Late Payment Charge		0.0150000	1.49
Total New Charges			26.87

Cash incentives are available for energy-efficient LED lighting upgrades. Not only will you save money, but lighting quality may improve as well. Before you start your project, visit Rocky Mountain Power at wattsmart.com.

Rocky Mountain Power makes it easy for customers and municipalities to report streetlight outages and manage streetlight accounts. You can report a streetlight outage at rockymountainpower.net/streetlights or call toll free at 1-888-221-7070.



Late Payment Charge for Wyoming
 A late payment charge of 1.5% may be charged on any balance not paid in full each month.

See reverse

RETAIN THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.

Write account number on check & mail to: Rocky Mtn Power, PO Box 26000, Portland, OR 97256-0001

ROCKY MOUNTAIN POWER
 PO BOX 400
 PORTLAND OR 97207

↑ INSERT THIS EDGE FIRST ↓

ROCKY MTN POWER
 PO BOX 26000
 PORTLAND OR 97256-0001



Change of Mailing Address or Phone?
 Check here & provide information on back

Account Number: 04262533-001 6

Date Due: Jan 30, 2017

AMOUNT DUE: ~~152.38~~ ^{126.87} \$152.38

Please enter the amount enclosed.

WYOMING STATE ENGINEERS OFFICE
 122 W 25TH ST
 CHEYENNE WY 82001-3004

H 04262533 001 628 000015238 000012551 000002687





Carbon Power & Light
 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

Office Hours 8:00 AM to 4:30 PM Monday - Friday
 (307) 326-5206 or 800-359-0249

2631 1 AT 0.413 4 2631
 WYO STATE ENGINEER'S OFFICE C-9 P-9
 ATTN: MATT HOEBLER
 122 W 25TH STREET
 CHEYENNE WY 82002-0001

Attachment FSC-4 page 26 of 52
 CP&L is a Member-Owned electric company. We offer several convenient ways to pay your electric bill:

- Walk-in and Night Depository at 100 E Willow Ave.
- Return by mail with courtesy envelope
- Ebill/ACH Bank Draft
- MasterCard / Visa

Payments must be received in our office by the due date to avoid late fees or other charges. Failure to receive bill does not exempt member from timely payment or late fees. Unpaid bills are subject to collection or disconnection.

To report outages, check your fuses first. Find out if your neighbor's power is also off. Call the above listed numbers for 24-hour service.

2015 Capital Credit Allocation:
 Amount: 193.34
 Total Accrued: 193.34



Account Number: 2132201 Service Address: ENC WEATHER STATION Bill Date: 04/04/2016 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 5 KWH @ 0.11288	0.56	PREVIOUS BALANCE 03/02/16	35.93
FACILITY CHARGE	33.00	PAYMENT	35.93 CR
SALES TAX	2.01	CURRENT BILLING	35.57
		TOTAL AMOUNT DUE 04/19/16	35.57
		PENALTY APPLIED AFTER 04/19/16	0.53
TOTAL CURRENT BILLING	35.57	TOTAL AMOUNT DUE AFTER 04/19/16	36.10

*Ok to pay
 4/15/16
 M.H.S.*



Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
033 151583 003	786	781	1	5	31	35.57
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	6154268	04/01/2016	03/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		0	Amount Billed One Year Ago		0.00	

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 6154268
 WYO STATE ENGINEER'S OFFICE

Amount Due 04/19/2016	Amount Due After 04/19/2016	Account Number	Amount Paid
35.57	36.10	2132201	

Phone At This Location: 307-777-6150

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579



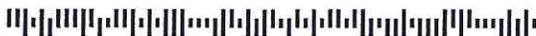
Please Note Corrections To Address Or
 Phone Number On This Portion





Questions: Call
1-888-221-7070
 24 hours a day,
 7 days a week
 rockymountainpower.net

BILLING DATE: **Feb 10, 2017**
 ACCOUNT NUMBER: **04262533-001 6**
 DATE DUE: **Feb 28, 2017**
 AMOUNT DUE: **\$25.06**



Your Balance With Us

Previous Account Balance	152.38
Payments/Credits	-152.38
New Charges	+25.06
Current Account Balance	\$ 25.06

Payments Received

DATE	DESCRIPTION	AMOUNT
Jan 27, 2017	Payment Received - Thank You	25.49
Jan 27, 2017	Payment Received - Thank You	26.09
Jan 27, 2017	Payment Received - Thank You	26.87
Jan 27, 2017	Payment Received - Thank You	24.89
Jan 27, 2017	Payment Received - Thank You	24.52
Jan 27, 2017	Payment Received - Thank You	24.52
Total Payments		\$ 152.38

Cash incentives are available for energy-efficient LED lighting upgrades. Not only will you save money, but lighting quality may improve as well. Before you start your project, visit Rocky Mountain Power at wattsmart.com.

Please consider helping your neighbors in need of energy assistance by using the enclosed envelope to make a tax-deductible donation. Rocky Mountain Power will contribute \$2 for every \$1 donated, allowing your contribution to go even further.

Detailed Account Activity

ITEM 1 - ELECTRIC SERVICE

360 Highway 93 # Weather Douglas WY
 Weather Station Schedule 25

METER NUMBER	SERVICE PERIOD		ELAPSED DAYS	METER READINGS		METER MULTIPLIER	AMOUNT USED THIS MONTH
	From	To		Previous	Current		
51479993	Jan 11, 2017	Feb 9, 2017	29	1324	1331	1.0	7 kwh

Next scheduled read date: 03-10. Date may vary due to scheduling or weather.

NEW CHARGES - 02/17	UNITS	COST PER UNIT	CHARGE
Basic Charge, 1p Sec Delivery			24.25
Energy Charge - Secondary	7 kwh	0.0471500	0.33
Net Power Cost Energy - Sec	7 kwh	0.0299900	0.21
Customer Efficiency Services		0.0110000	0.27



See reverse

RETAIN THIS PORTION FOR YOUR RECORDS.
 RETURN THIS PORTION WITH YOUR PAYMENT.

Write account number on check & mail to: Rocky Mtn Power, PO Box 26000, Portland, OR 97256-0001

↑ INSERT THIS EDGE FIRST ↑

ROCKY MOUNTAIN POWER
 PO BOX 400
 PORTLAND OR 97207

Late Payment Charge for Wyoming
 A late payment charge of 1.5% may be charged on any balance not paid in full each month.

Change of Mailing Address or Phone?
 Check here & provide information on back.

Account Number: **04262533-001 6**

Date Due: **Feb 28, 2017**

AMOUNT DUE: **\$25.06**

Please enter the amount enclosed.

WYOMING STATE ENGINEERS OFFICE
 122 W 25TH ST
 CHEYENNE WY 82001-3004

ROCKY MTN POWER
 PO BOX 26000
 PORTLAND OR 97256-0001



H 04262533 001 623 000002506

CHX





Carbon Power & Light
 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

Office Hours 8:00 AM to 4:30 PM Monday - Friday
 (307) 326-5206 or 800-359-0249

WYO STATE ENGINEER'S OFFICE
 ATTN: MATT HOUBLER
 122 W 25TH STREET
 CHEYENNE WY 82002-0000

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- Return by mail with courtesy envelope
- Ebill/ACH Bank Draft
- MasterCard / Visa

Payments must be received in our office by the due date to avoid late fees or other charges. Failure to receive bill does not exempt member from timely payment or late fees. Unpaid bills are subject to collection or disconnection.

To report outages, check your fuses first. Find out if your neighbor's power is also off. Call the above listed numbers for 24-hour service.

2015 Capital Credit Allocation: Amount: 193.34 Total Accrued: 193.34
--

Account Number: 4046701 Service Address: ELK MTN WEATHER STATION Bill Date: 04/04/2016 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 15 KWH @ 0.11288	1.69	PREVIOUS BALANCE 03/02/16	37.49
FACILITY CHARGE	33.00	PAYMENT	38.54 CR
SALES TAX	2.08		
		CURRENT BILLING	36.77
		TOTAL AMOUNT DUE 04/19/16	35.72
		PENALTY APPLIED AFTER 04/19/16	0.54
TOTAL CURRENT BILLING	36.77	TOTAL AMOUNT DUE AFTER 04/19/16	36.26

*Ok to pay
 4/15/16
 M. Hoobler*

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
022 251981 003	1995	1980	1	15	31	36.77
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	3843964	04/01/2016	03/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		0	Amount Billed One Year Ago		0.00	

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 3843964
 WYO STATE ENGINEER'S OFFICE

Amount Due 04/19/2016	Amount Due After 04/19/2016	Account Number	Amount Paid
35.72	36.26	4046701	

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579



Phone At This Location: 307-777-6150

Please Note Corrections To Address Or
 Phone Number On This Portion

0004046701000003572



Carbon Power & Light
100 E Willow Ave.
PO Box 579
Saratoga WY 82331-0579

Office Hours 8:00 AM to 4:30 PM Monday - Friday
(307) 326-5206 or 800-359-0249

2570 1 AT 0.396 4 2570
WYO STATE ENGINEER'S OFFICE C-9 P-9
ATTN: MATT HOUBLER
122 W 25TH STREET
CHEYENNE WY 82002-0001



CP&L is a Member-Owned Utility. We offer several convenient ways to pay your electric bill:

- Walk-in and Night Depository at 100 E Willow Ave.
- Return by mail with courtesy envelope
- Ebill/ACH Bank Draft
- MasterCard / Visa

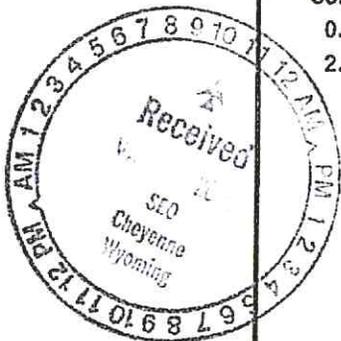
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To report outages, check your fuses first. Find out if your neighbor's power is also off. Call the above listed numbers for 24-hour service.

We have started our summer hours; our office is open 7:00 am to 5:30 pm, Monday through Thursday. For outages or service interruptions our crews are available 24/7 and can be reached at the above listed telephone numbers.

Account Number: 2132201 Service Address: ENC WEATHER STATION Bill Date: 05/03/2016 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 4 KWH @ 0.11288	0.45	PREVIOUS BALANCE 04/04/16	35.57
FACILITY CHARGE	33.00	PAYMENT	0.00
PENALTY	0.53		
SALES TAX	2.01		
		CURRENT BILLING	35.99
		TOTAL AMOUNT DUE 05/18/16	71.56
		PENALTY APPLIED AFTER 05/18/16	1.07
		TOTAL AMOUNT DUE AFTER 05/18/16	72.63
TOTAL CURRENT BILLING	35.99		



Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
033 151583 003	790	786	1	4	30	35.99
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	6154268	05/01/2016	04/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		1	Amount Billed One Year Ago		35.61	

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 6154268
WYO STATE ENGINEER'S OFFICE

Amount Due 05/18/2016	Amount Due After 05/18/2016	Account Number	Amount Paid
71.56	72.63	2132201	

CARBON POWER & LIGHT, INC.
PO BOX 579
SARATOGA WY 82331-0579



Phone At This Location: 307-777-6150

Please Note Corrections To Address Or
Phone Number On This Portion

540210002132201000007156000007263050320163



Carbon Power & Light
 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

Office Hours 8:00 AM to 4:30 PM Monday - Friday
 (307) 326-5206 or 800-359-0249

WYO STATE ENGINEER'S OFFICE
 ATTN: MATT HOUBLER
 122 W 25TH STREET
 CHEYENNE WY 82002-0000

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4932

Account Number: 4046701 Service Address: ELK MTN WEATHER STATION Bill Date: 05/03/2016 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 11 KWH @ 0.11288	1.24	PREVIOUS BALANCE 04/04/16	35.72
FACILITY CHARGE	33.00	PAYMENT	0.00
PENALTY	0.54		
SALES TAX	2.05		
		CURRENT BILLING	36.83
		TOTAL AMOUNT DUE 05/18/16	72.55
		PENALTY APPLIED AFTER 05/18/16	1.09
		TOTAL AMOUNT DUE AFTER 05/18/16	73.64

1401 0203
 140 01

36.29

.55 1.09
 73.38
 73.64

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
022 251981 003	2006	1995	1	11	30	36.83
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	3843964	05/01/2016	04/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago	2	Amount Billed One Year Ago				35.74

Please detach and return this portion with your payment

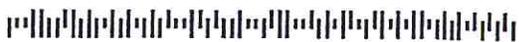
Carbon Power & Light, Inc.

Meter Number 3843964
 WYO STATE ENGINEER'S OFFICE

Amount Due 05/18/2016	Amount Due After 05/18/2016	Account Number	Amount Paid
72.55	73.64	4046701	

Phone At This Location: 307-777-6150

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579



Please Note Corrections To Address Or
 Phone Number On This Portion

540210004046701000007255000007364050320166



Carbon Power & Light
 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

Office Hours 8:00 AM to 4:30 PM Monday - Friday
 (307) 326-5206 or 800-359-0249

2623 1 AT 0.396 4 2623
 WYO STATE ENGINEER'S OFFICE C-9 P-9
 ATTN: MATT HOUBLER
 122 W 25TH STREET
 CHEYENNE WY 82002-0001

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Come join us for your 75th ANNUAL MEETING, June 25 at the Platte Valley Community Center in Saratoga.. Registration is at 10:30am. Lunch, Bingo, Door Prizes and Capital Credit Checks. Hope to see you there!!



Account Number: 2132201 Service Address: ENC WEATHER STATION Bill Date: 06/02/2016 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 1 KWH @ 0.11288	0.11	PREVIOUS BALANCE 05/03/16	71.56
FACILITY CHARGE	33.00	PAYMENT	72.63 CR
PENALTY	1.07	CURRENT BILLING	36.17
SALES TAX	1.99	TOTAL AMOUNT DUE 06/20/16	35.10
		PENALTY APPLIED AFTER 06/20/16	0.53
TOTAL CURRENT BILLING	36.17	TOTAL AMOUNT DUE AFTER 06/20/16	35.63

Ok to pay
[Signature]

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
033 151583 003	791	790	1	1	30	36.17
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	6154268	05/31/2016	05/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		1	Amount Billed One Year Ago		35.10	

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 6154268
 WYO STATE ENGINEER'S OFFICE

Amount Due 06/20/2016	Amount Due After 06/20/2016	Account Number	Amount Paid
35.10	35.63	2132201	

Credit card on file is about to expire, please make sure to update your information.

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579

Phone At This Location: 307-777-6150



Please Note Corrections To Address Or
 Phone Number On This Portion

540210002132201000003510000003563060220166





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 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

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Account Number: 4046701 Service Address: ELK MTN WEATHER STATION Bill Date: 06/02/2016 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 5 KWH @ 0.11288	0.56	PREVIOUS BALANCE 05/03/16	72.55
FACILITY CHARGE	33.00		
PENALTY	1.09	PAYMENT	73.64 CR
SALES TAX	2.01		
<p><i>Ok to pay</i> <i>M. Hoobler</i></p>		CURRENT BILLING	36.66
		TOTAL AMOUNT DUE 06/20/16	35.57
		PENALTY APPLIED AFTER 06/20/16	0.53
TOTAL CURRENT BILLING	36.66	TOTAL AMOUNT DUE AFTER 06/20/16	36.10

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
022 251981 003	2011	2006	1	5	31	36.66
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	3843964	06/01/2016	05/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		6	Amount Billed One Year Ago		35.70	

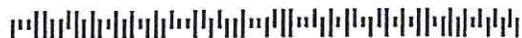
Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 3843964
 WYO STATE ENGINEER'S OFFICE

Amount Due 06/20/2016	Amount Due After 06/20/2016	Account Number	Amount Paid
35.57	Auto Draft - Do Not Pay	4046701	

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579



Phone At This Location: 307-777-6150

Please Note Corrections To Address Or
 Phone Number On This Portion

540210004046701000003557000003610060220162



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 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

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 (307) 326-5206 or 800-359-0249

WYO STATE ENGINEER'S OFFICE
 ATTN: MATT HOUBLER
 122 W 25TH STREET
 CHEYENNE WY 82002-0000

Attachment FSC-4 page 34 of 52
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Thanks for joining us to celebrate our 75th year of business! Remember you can go to www.carbonpower.com to pay your electric bill as well as view your usage, sign up today!

Account Number: 4046701 Service Address: ELK MTN WEATHER STATION Bill Date: 07/06/2016 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 1 KWH @ 0.11288	0.11	PREVIOUS BALANCE 06/02/16	35.57
FACILITY CHARGE	33.00	PAYMENT	71.67 CR
SALES TAX	1.99	CURRENT BILLING	35.10
		TOTAL AMOUNT DUE 07/19/16	1.00 CR
TOTAL CURRENT BILLING	35.10	TOTAL AMOUNT DUE AFTER 07/19/16	1.00 CR

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
022 251981 003	2012	2011	1	1	30	35.10
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	3843964	07/01/2016	06/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		1	Amount Billed One Year Ago			35.10

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 3843964
 WYO STATE ENGINEER'S OFFICE

Amount Due 07/19/2016	Amount Due After 07/19/2016	Account Number	Amount Paid
1.00CR	CREDIT - DO NOT PAY	4046701	

Phone At This Location: 307-777-6150

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579



Please Note Corrections To Address Or
 Phone Number On This Portion

5402100040467010000000100000000100070620165



Carbon Power & Light
 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

Office Hours 8:00 AM to 4:30 PM Monday - Friday
 (307) 326-5206 or 800-359-0249

Attachment FSC-4 page 37 of 52
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WYO STATE ENGINEER'S OFFICE
 ATTN: MATT HOUBLER
 122 W 25TH STREET
 CHEYENNE WY 82002-0000

Have you seen our new online bill payment website?? Sign onto www.carbonpower.com, look for the SmartHub link and you're on your way. The SmartHub app (National Information Solutions Cooperative) can be found in the app store or google play!

Account Number: 4046701 Service Address: ELK MTN WEATHER STATION Bill Date: 08/02/2016 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
FACILITY CHARGE	33.00	PREVIOUS BALANCE 07/06/16	1.00 CR
SALES TAX	1.98	PAYMENT	0.00
<i>OK to pay</i> <i>JML</i>		CURRENT BILLING	34.98
		TOTAL AMOUNT DUE 08/17/16	33.98
		PENALTY APPLIED AFTER 08/17/16	0.51
TOTAL CURRENT BILLING	34.98	TOTAL AMOUNT DUE AFTER 08/17/16	34.49

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
022 251981 003	2012	2012	1	0	31	34.98
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	3843964	08/01/2016	07/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		0	Amount Billed One Year Ago		34.98	

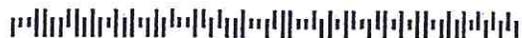
Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 3843964
 WYO STATE ENGINEER'S OFFICE

Amount Due 08/17/2016	Amount Due After 08/17/2016	Account Number	Amount Paid
33.98	Auto Draft - Do Not Pay	4046701	

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579



Phone At This Location: 307-777-6150

Please Note Corrections To Address Or
 Phone Number On This Portion

540210004046701000003398000003449080220168

Attachment FSC-4 page 38 of 52
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Fall is in the air, so the heating season is just around the corner. Time of Day Member/Owners remember that the rate will start again on September 1, please check your time clocks.

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 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

Office Hours 8:00 AM to 4:30 PM Monday - Friday
 (307) 326-5206 or 800-359-0249

WYO STATE ENGINEER'S OFFICE
 ATTN: MATT HOUBLER
 122 W 25TH STREET
 CHEYENNE WY 82002-0001

1 47



Account Number: 2132201 Service Address: ENC WEATHER STATION Bill Date: 09/01/2016 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
FACILITY CHARGE	33.00	PREVIOUS BALANCE 08/02/16	70.61
PENALTY	1.06		
SALES TAX	1.98	PAYMENT	0.00
		CURRENT BILLING	36.04
		TOTAL AMOUNT DUE 09/19/16	106.65
		PENALTY APPLIED AFTER 09/19/16	1.60
		TOTAL AMOUNT DUE AFTER 09/19/16	108.25
TOTAL CURRENT BILLING	36.04		



*OK to pay
 All
 9/7/16*

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
033 151583 003	792	792	1	0	31	36.04
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	6154268	09/01/2016	08/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		0	Amount Billed One Year Ago		34.98	

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 6154268
 WYO STATE ENGINEER'S OFFICE

Amount Due 09/19/2016	Amount Due After 09/19/2016	Account Number	Amount Paid
106.65	108.25	2132201	

Credit card on file is about to expire, please make sure to update your information.

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579

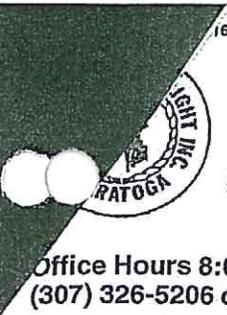


Phone At This Location: 307-777-6150



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540210002132201000010665000010825090120162



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Attachment FSC-4 page 39 of 52
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Account Number: 4046701 Service Address: ELK MTN WEATHER STATION Bill Date: 09/01/2016 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 1 KWH @ 0.11288	0.11	PREVIOUS BALANCE 08/02/16	33.98
FACILITY CHARGE	33.00	PAYMENT	33.98 CR
SALES TAX	1.99		
		<i>OK to pay</i> <i>SM</i> <i>9/7/16</i>	
		CURRENT BILLING	<u>35.10</u> <i>9/1/16</i>
		TOTAL AMOUNT DUE 09/19/16	35.10
		PENALTY APPLIED AFTER 09/19/16	0.53
TOTAL CURRENT BILLING	35.10	TOTAL AMOUNT DUE AFTER 09/19/16	35.63

started 4/22/15

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
022 251981 003	2013	2012	1	1	31	35.10
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	3843964	09/01/2016	08/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		0	Amount Billed One Year Ago		34.98	

Please detach and return this portion with your payment

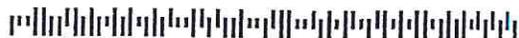
Carbon Power & Light, Inc.

Meter Number 3843964
 WYO STATE ENGINEER'S OFFICE

Amount Due 09/19/2016	Amount Due After 09/19/2016	Account Number	Amount Paid
35.10	Auto Draft - Do Not Pay	4046701	

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CARBON POWER & LIGHT, INC.
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2587 1 AT 0.396 4 2587
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 CHEYENNE WY 82002-0001



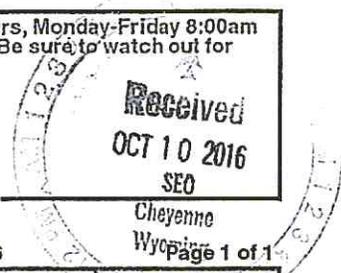
Attachment FSC-4 page 40 of 52
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We are back on our winter office hours, Monday-Friday 8:00am to 4:30pm. Happy Halloween to all. Be sure to watch out for those ghouls and goblins!!



Account Number: 2132201 Service Address: ENC WEATHER STATION Bill Date: 10/04/2016

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 1 KWH @ 0.11288	0.11	PREVIOUS BALANCE 09/01/16	106.65
FACILITY CHARGE	33.00	PAYMENT	107.18 CR
SALES TAX	1.99		
		CURRENT BILLING	35.10
		TOTAL AMOUNT DUE 10/18/16	34.57
		PENALTY APPLIED AFTER 10/18/16	0.52
TOTAL CURRENT BILLING	35.10	TOTAL AMOUNT DUE AFTER 10/18/16	35.09

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
033 151583 003	793	792	1	1	29	35.10
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	6154268	09/30/2016	09/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		0	Amount Billed One Year Ago		34.98	

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 6154268
 WYO STATE ENGINEER'S OFFICE

Amount Due 10/18/2016	Amount Due After 10/18/2016	Account Number	Amount Paid
34.57	35.09	2132201	

CARBON POWER & LIGHT, INC.
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Phone At This Location: 307-777-6150

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 122 W 25TH STREET
 CHEYENNE WY 82002-0000

Attachment FSC-4 page 41 of 52
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- Ebill/ACH Bank Draft
- MasterCard / Visa

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To report outages, check your fuses first. Find out if your neighbor's power is also off. Call the above listed numbers for 24-hour service.

We are back on our winter office hours, Monday-Friday 8:00am to 4:30pm. Happy Halloween to all. Be sure to watch out for those ghouls and goblins!!

Account Number: 4046701 Service Address: ELK MTN WEATHER STATION Bill Date: 10/04/2016 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 2 KWH @ 0.11288	0.23	PREVIOUS BALANCE 09/01/16	35.10
FACILITY CHARGE	33.00	PAYMENT <i>GORTON #148</i> <i>21171</i>	35.10
SALES TAX	1.99		69.59 CR
 		CURRENT BILLING	35.22
TOTAL CURRENT BILLING	35.22	TOTAL AMOUNT DUE 10/18/16	0.73
		PENALTY APPLIED AFTER 10/18/16	0.01
		TOTAL AMOUNT DUE AFTER 10/18/16	0.74

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
022 251981 003	2015	2013	1	2	30	35.22
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	3843964	10/01/2016	09/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		1	Amount Billed One Year Ago		35.10	

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 3843964
 WYO STATE ENGINEER'S OFFICE

Amount Due 10/18/2016	Amount Due After 10/18/2016	Account Number	Amount Paid
0.73	Auto Draft - Do Not Pay	4046701	

Phone At This Location: 307-777-6150

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579



Please Note Corrections To Address Or
 Phone Number On This Portion



540210004046701000000073000000074100420166

214



Carbon Power & Light
 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

Office Hours 8:00 AM to 4:30 PM Monday - Friday
 (307) 326-5206 or 800-359-0249

WYO STATE ENGINEER'S OFFICE
 ATTN: MATT HOUBLER
 122 W 25TH STREET
 CHEYENNE WY 82002-0000

Attachment FSC-4 page 42 of 52
 CP&L is a Member-Owned electric company. We offer several convenient ways to pay your electric bill:

- Walk-in and Night Depository at 100 E Willow Ave.
- Return by mail with courtesy envelope
- Ebill/ACH Bank Draft
- MasterCard / Visa

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Our offices will be closed November 24-25, 2016 for the Thanksgiving Holiday. Happy Thanksgiving from Carbon Power & Light!!

Account Number: 4046701 Service Address: ELK MTN WEATHER STATION Bill Date: 11/02/2016 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 5 KWH @ 0.11288	0.56	PREVIOUS BALANCE 10/04/16	0.73
FACILITY CHARGE	33.00	PAYMENT <i>PAID 11/35/16 GEX # 2335</i>	0.73 CR
SALES TAX	2.01		
		CURRENT BILLING	35.57
		TOTAL AMOUNT DUE 11/17/16	35.57
		PENALTY APPLIED AFTER 11/17/16	0.53
TOTAL CURRENT BILLING	35.57	TOTAL AMOUNT DUE AFTER 11/17/16	36.10

*OK to pay
 fine
 11/8/16*

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
022 251981 003	2020	2015	1	5	31	35.57
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	3843964	11/01/2016	10/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		5	Amount Billed One Year Ago			35.58

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 3843964
 WYO STATE ENGINEER'S OFFICE

Amount Due 11/17/2016	Amount Due After 11/17/2016	Account Number	Amount Paid
35.57	Auto Draft - Do Not Pay	4046701	

Phone At This Location: 307-777-6150

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579



Please Note Corrections To Address Or
 Phone Number On This Portion

540210004046701000003557000003610110220166



MS



Carbon Power & Light
100 E Willow Ave.
PO Box 579
Saratoga WY 82331-0579

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2575 1 AT 0.396 4 2575
WYO STATE ENGINEER'S OFFICE C-9 P-9
ATTN: MATT HOUBLER
122 W 25TH STREET
CHEYENNE WY 82002-0001



Account Number: 2132201 Service Address: ENC WEATHER STATION Bill Date: 11/02/2016 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 2 KWH @ 0.11288	0.23	PREVIOUS BALANCE 10/04/16	34.57
FACILITY CHARGE	33.00	PAYMENT	0.00
PENALTY	0.52		
SALES TAX	1.99		
		Received WY SEN Cheyenne Wyoming	
	1401 0203 140 01	CURRENT BILLING	35.74
		TOTAL AMOUNT DUE 11/17/16	70.31
		PENALTY APPLIED AFTER 11/17/16	1.05
TOTAL CURRENT BILLING	35.74	TOTAL AMOUNT DUE AFTER 11/17/16	71.36

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
033 151583 003	795	793	1	2	32	35.74
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	6154268	11/01/2016	09/30/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		2	Amount Billed One Year Ago		35.22	

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 6154268
WYO STATE ENGINEER'S OFFICE

Amount Due 11/17/2016	Amount Due After 11/17/2016	Account Number	Amount Paid
70.31	71.36	2132201	

CARBON POWER & LIGHT, INC.
PO BOX 579
SARATOGA WY 82331-0579



Phone At This Location: 307-777-6150

Please Note Corrections To Address Or
Phone Number On This Portion

540210002132201000007031000007136110220166

Handwritten initials/signature

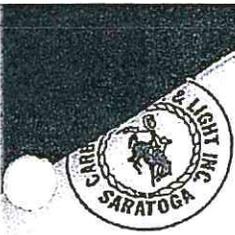
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Our offices will be closed December 26 and January 2, 2017 so our employees can enjoy the holidays with family and friends.
HAPPY HOLIDAYS TO YOU AND YOURS!!!!



Carbon Power & Light
 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

Office Hours 8:00 AM to 4:30 PM Monday - Friday
 (307) 326-5206 or 800-359-0249

2582 1 AT 0.396 4 2582
 WYO STATE ENGINEER'S OFFICE C-10 P-10
 ATTN: MATT HOUBLER
 122 W 25TH STREET
 CHEYENNE WY 82002-0001



Account Number: 2132201 Service Address: ENC WEATHER STATION Bill Date: 12/02/2016 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 6 KWH @ 0.11288	0.68	PREVIOUS BALANCE 11/02/16	70.31
FACILITY CHARGE	33.00	PAYMENT <i>603X#2378</i>	70.97 CR
SALES TAX	2.02	CURRENT BILLING	35.70
		TOTAL AMOUNT DUE 12/19/16	35.04
		PENALTY APPLIED AFTER 12/19/16	0.53
TOTAL CURRENT BILLING	35.70	TOTAL AMOUNT DUE AFTER 12/19/16	35.57

*OK To Pay
 JPL
 014*

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
033 151583 003	801	795	1	6	30	35.70
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	6154268	12/01/2016	11/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		8	Amount Billed One Year Ago		35.94	

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 6154268
 WYO STATE ENGINEER'S OFFICE

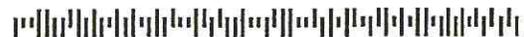
Amount Due 12/19/2016	Amount Due After 12/19/2016	Account Number	Amount Paid
35.04	35.57	2132201	

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579

CH



Phone At This Location: 307-777-6150



Please Note Corrections To Address Or
 Phone Number On This Portion

540210002132201000003504000003557120220161



Carbon Power & Light
 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

Office Hours 8:00 AM to 4:30 PM Monday - Friday
 (307) 326-5206 or 800-359-0249

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 HAPPY HOLIDAYS TO YOU AND YOURS!!!!

WYO STATE ENGINEER'S OFFICE
 ATTN: MATT HOOBLER
 122 W 25TH STREET
 CHEYENNE WY 82002-0000

Account Number: 4046701 Service Address: ELK MTN WEATHER STATION Bill Date: 12/02/2016 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 12 KWH @ 0.11288	1.35	PREVIOUS BALANCE 11/02/16	35.57
FACILITY CHARGE	33.00	PAYMENT <i>GA# 2379</i>	35.57 CR
SALES TAX	2.06	CURRENT BILLING	36.41
		TOTAL AMOUNT DUE 12/19/16	36.41
		PENALTY APPLIED AFTER 12/19/16	0.55
TOTAL CURRENT BILLING	36.41	TOTAL AMOUNT DUE AFTER 12/19/16	36.96

*OK to pay
 fl
 014*

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
022 251981 003	2032	2020	1	12	30	36.41
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	3843964	12/01/2016	11/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		19	Amount Billed One Year Ago		37.26	

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 3843964
 WYO STATE ENGINEER'S OFFICE

Amount Due 12/19/2016	Amount Due After 12/19/2016	Account Number	Amount Paid
36.41	Auto Draft - Do Not Pay	4046701	

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579

[Handwritten signature]



Phone At This Location: 307-777-6150

Please Note Corrections To Address Or
 Phone Number On This Portion



540210004046701000003641000003696120220161



Carbon Power & Light
 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

Office Hours 8:00 AM to 4:30 PM Monday - Friday
 (307) 326-5206 or 800-359-0249

2575 1 AT 0.396 4 2575
 WYO STATE ENGINEER'S OFFICE C-10 P-10
 ATTN: MATT HOUBLER
 122 W 25TH STREET
 CHEYENNE WY 82002-0001



Attachment FSC-4 page 46 of 52
 CP&L is a Member-Owned electric company. We offer several convenient ways to pay your electric bill:

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HAPPY NEW YEAR!!

Account Number: 2132201 Service Address: ENC WEATHER STATION Bill Date: 01/04/2017 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 10 KWH @ 0.11288	1.13	PREVIOUS BALANCE 12/02/16	35.04
FACILITY CHARGE	33.00	PAYMENT	35.57 CR
PENALTY	0.53		
SALES TAX	2.05		CURRENT BILLING
		TOTAL AMOUNT DUE 01/19/17	36.18
		PENALTY APPLIED AFTER 01/19/17	0.54
TOTAL CURRENT BILLING	36.71	TOTAL AMOUNT DUE AFTER 01/19/17	36.72

OK to pay
[Signature]

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
033 151583 003	811	801	1	10	31	36.71
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	6154268	01/01/2017	12/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		12	Amount Billed One Year Ago		36.42	

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 6154268
 WYO STATE ENGINEER'S OFFICE

Amount Due 01/19/2017	Amount Due After 01/19/2017	Account Number	Amount Paid
36.18	36.72	2132201	

Phone At This Location: 307-777-6150

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579



Please Note Corrections To Address Or
 Phone Number On This Portion

540210002132201000003618000003672010420171



Carbon Power & Light
 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

Office Hours 8:00 AM to 4:30 PM Monday - Friday
 (307) 326-5206 or 800-359-0249

WYO STATE ENGINEER'S OFFICE
 ATTN: MATT HOUBLER
 122 W 25TH STREET
 CHEYENNE WY 82002-0000

Attachment FSC-4 page 47 of 52
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HAPPY NEW YEAR!!

Account Number: 4046701 Service Address: ELK MTN WEATHER STATION Bill Date: 01/04/2017 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 27 KWH @ 0.11288	3.05	PREVIOUS BALANCE 12/02/16	36.41
FACILITY CHARGE	33.00	PAYMENT	73.37 CR
PENALTY	2.14 CR	ADJUSTMENT	106.69
SALES TAX	2.16		
<i>OK to pay</i>			
<i>AKC</i>			
		CURRENT BILLING	36.07
		TOTAL AMOUNT DUE 01/19/17	105.80
		PENALTY APPLIED AFTER 01/19/17	1.59
TOTAL CURRENT BILLING	36.07	TOTAL AMOUNT DUE AFTER 01/19/17	107.39

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
022 251981 003	2059	2032	1	27	31	36.07
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	3843964	01/01/2017	12/01/2016	REGULAR BILL	seasonal general service	
KWH Used One Year Ago		26	Amount Billed One Year Ago		38.10	

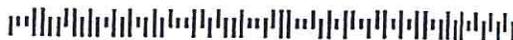
Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 3843964
 WYO STATE ENGINEER'S OFFICE

Amount Due 01/19/2017	Amount Due After 01/19/2017	Account Number	Amount Paid
105.80	107.39	4046701	

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579



Phone At This Location: 307-777-6150

Please Note Corrections To Address Or
 Phone Number On This Portion

540210004046701000010580000010739010420170



Carbon Power & Light
 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

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 (307) 326-5206 or 800-359-0249

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2017 NEW RATES EFFECTIVE NOW. VISIT
 WWW.CARBONPOWER.COM FOR MORE INFORMATION.

2911 1 AB 0.400 4 2911
 WYO STATE ENGINEER'S OFFICE C-10 P-10
 ATTN: JEFF COWLEY
 122 W 25TH STREET
 CHEYENNE WY 82002-0001



Account Number: 2132201 Service Address: ENC WEATHER STATION Bill Date: 02/02/2017 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 12 KWH @ 0.12002	1.44	PREVIOUS BALANCE 01/04/17	36.18
FACILITY CHARGE	30.00	PAYMENT	36.72 CR
PENALTY	0.54		
SALES TAX	1.89		
		CURRENT BILLING	33.87
		TOTAL AMOUNT DUE 02/17/17	33.33
		PENALTY APPLIED AFTER 02/17/17	0.50
TOTAL CURRENT BILLING	33.87	TOTAL AMOUNT DUE AFTER 02/17/17	33.83

OK to pay
 JHC
 2/6/17



Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
033 151583 003	823	811	1	12	31	33.87
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	6154268	02/01/2017	01/01/2017	REGULAR BILL	Seasonal General Service	
KWH Used One Year Ago		12	Amount Billed One Year Ago		36.41	

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 6154268
 WYO STATE ENGINEER'S OFFICE

Amount Due 02/17/2017	Amount Due After 02/17/2017	Account Number	Amount Paid
33.33	33.83	2132201	

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579



Phone At This Location: 307-777-6150

Please Note Corrections To Address Or
 Phone Number On This Portion

540210002132201000003333000003383020220172





Carbon Power & Light
 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

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WYO STATE ENGINEER'S OFFICE
 ATTN: JEFF COWLEY
 122 W 25TH STREET
 CHEYENNE WY 82002-0000

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 WWW.CARBONPOWER.COM FOR MORE INFORMATION.

Account Number: 4046701 Service Address: ELK MTN WEATHER STATION Bill Date: 02/02/2017 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 24 KWH @ 0.12002	2.88	PREVIOUS BALANCE 01/04/17	105.80
FACILITY CHARGE	30.00		
PENALTY	1.59	PAYMENT	0.00
SALES TAX	1.97		
		CURRENT BILLING	36.44
		TOTAL AMOUNT DUE 02/17/17	142.24
		PENALTY APPLIED AFTER 02/17/17	2.13
		TOTAL AMOUNT DUE AFTER 02/17/17	144.37
TOTAL CURRENT BILLING	36.44		

*OK to pay
 JMC
 2/6/17*

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
022 251981 003	2083	2059	1	24	31	36.44
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	3843964	02/01/2017	01/01/2017	REGULAR BILL	Seasonal General Service	
KWH Used One Year Ago		25	Amount Billed One Year Ago		37.97	

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

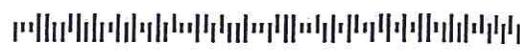
Meter Number 3843964
 WYO STATE ENGINEER'S OFFICE

Amount Due 02/17/2017	Amount Due After 02/17/2017	Account Number	Amount Paid
142.24	144.37	4046701	

Credit card on file is about to expire, please make sure to update your information.

Phone At This Location: 307-777-6150

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579



Please Note Corrections To Address Or Phone Number On This Portion

540210004046701000014224000014437020220175



Carbon Power & Light
 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

Office Hours 8:00 AM to 4:30 PM Monday - Friday
 (307) 326-5206 or 800-359-0249

2892 1 AB 0.400 4 2892
 WYO STATE ENGINEER'S OFFICE C-9 P-13
 ATTN: JEFF COWLEY
 122 W 25TH STREET
 CHEYENNE WY 82002-0001



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Remember to "Spring Forward" on March 12, 2017. Member/Owners with TOD accounts adjust your time clocks accordingly.

Account Number: 2132201 Service Address: ENC WEATHER STATION Bill Date: 03/02/2017 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 6 KWH @ 0.12002	0.72	PREVIOUS BALANCE 02/02/17	33.33
FACILITY CHARGE	30.00	PAYMENT	33.83 CR
PENALTY	1.07 CR	ADJUSTMENT	31.71
SALES TAX	1.84		
		CURRENT BILLING	31.49
		TOTAL AMOUNT DUE 03/17/17	62.70
TOTAL CURRENT BILLING	31.49	TOTAL AMOUNT DUE AFTER 03/17/17	62.70

Ok to pay
AKC



Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
033 151583 003	829	823	1	6	28	31.49
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	6154268	03/01/2017	02/01/2017	REGULAR BILL	General Service	
KWH Used One Year Ago		8	Amount Billed One Year Ago		35.93	

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 6154268
 WYO STATE ENGINEER'S OFFICE

Amount Due 03/17/2017	Amount Due After 03/17/2017	Account Number	Amount Paid
62.70	62.70	2132201	

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579

Phone At This Location: 307-777-6150



Please Note Corrections To Address Or
 Phone Number On This Portion

540210002132201000006270000006270030220176





Carbon Power & Light
 100 E Willow Ave.
 PO Box 579
 Saratoga WY 82331-0579

Office Hours 8:00 AM to 4:30 PM Monday - Friday
 (307) 326-5206 or 800-359-0249

WYO STATE ENGINEER'S OFFICE
 ATTN: JEFF COWLEY
 122 W 25TH STREET
 CHEYENNE WY 82002-0000

CP&L is a Member-Owned Electric Utility. We offer several convenient ways to pay your electric bill:

- Walk-in and Night Depository at 100 E Willow Ave.
- Return by mail with courtesy envelope
- Ebill/ACH Bank Draft
- MasterCard / Visa

Payments must be received in our office by the due date to avoid late fees or other charges. Failure to receive bill does not exempt member from timely payment or late fees. Unpaid bills are subject to collection or disconnection.

To report outages, check your fuses first. Find out if your neighbor's power is also off. Call the above listed numbers for 24-hour service.

Remember to "Spring Forward" on March 12, 2017. Member/Owners with TOD accounts adjust your time clocks accordingly.

Account Number: 4046701 Service Address: ELK MTN WEATHER STATION Bill Date: 03/02/2017 Page 1 of 1

CURRENT MONTH ENERGY CHARGE	AMOUNT	ACCOUNT SUMMARY	AMOUNT
ENERGY CHARGE 16 KWH @ 0.12002	1.92	PREVIOUS BALANCE 02/02/17	142.24
FACILITY CHARGE	30.00	PAYMENT	74.09 CR
PENALTY	1.59 CR	ADJUSTMENT	31.71 CR
SALES TAX	1.92		
<i>Ok to pay JMC</i>		CURRENT BILLING	32.25
		TOTAL AMOUNT DUE 03/17/17	68.69
TOTAL CURRENT BILLING	32.25	TOTAL AMOUNT DUE AFTER 03/17/17	68.69

Map Location	Pres Read	Prev Read	Mult	KWH Used	Days	Amount
022 251981 003	2099	2083	1	16	28	32.25
Cycle	Meter Number	Pres Date	Prev Date	Bill Type	Rate Schedule	
1	3843964	03/01/2017	02/01/2017	REGULAR BILL	General Service	
KWH Used One Year Ago		21	Amount Billed One Year Ago		37.49	

Please detach and return this portion with your payment

Carbon Power & Light, Inc.

Meter Number 3843964
 WYO STATE ENGINEER'S OFFICE

Amount Due 03/17/2017	Amount Due After 03/17/2017	Account Number	Amount Paid
68.69	68.69	4046701	

Credit card on file is about to expire, please make sure to update your information.

CARBON POWER & LIGHT, INC.
 PO BOX 579
 SARATOGA WY 82331-0579



Phone At This Location: 307-777-6150

Please Note Corrections To Address Or Phone Number On This Portion

540210004046701000006869000006869030220177





Approval Page
For
Nebraska Department of Natural Resources
Invoice #201601, March 28, 2017

Invoice #201601 from the Nebraska Department of Natural Resources is hereby approved for payment. The total amount of the invoice is **\$5,244.00** and should be divided evenly among the three parties. An additional 5%, which is estimated for Nebraska Community Foundation (NCF) indirect and actual costs will be added to the invoice amount ($\$5,244.00 \times 1.05 = \mathbf{\$5,506.20}$). Therefore, each party's share is as follows: Nebraska **\$1,835.40**; Wyoming **\$1,835.40**; and Reclamation **\$1,835.40**.

The NCF will process the invoice per instructions which will be provided from the Chair of the Official Files Subcommittee.

At a later date the NCF will issue a billing correction to address the difference between the estimated and actual costs for the NCF's services.

Mahonri Williams

 Mahonri Williams
 Finance Subcommittee Chair

4/19/2017

 Date

Carlie Ronca

 Carlie Ronca
 NPDC Representative

4/19/17

 Date

Patrick Tyrrell

 Patrick Tyrrell
 NPDC Chair

4/19/17

 Date



April 10, 2017

Tim Freed Sr., Chair
Official Files Subcommittee
North Platte Decree Committee
P. O. Box 94676
Lincoln, NE 68509-4676

Mahonri Williams, Chair
Finance Subcommittee
U. S. Bureau of Reclamation
P. O. Box 1630
Mills, Wyoming 82644

Subject: Cost report of Nebraska's In-Kind Services Project:
Document and Database Management Services

Dear Mr. Freed and Mr. Williams:

The Nebraska Department of Natural Resources (NeDNR) has performed the services described in the NPDC Funding Agreement for Document and Database Management Services as approved during the October 2015 NPDC meeting.

In-Kind Project Cost: \$ 5,244.00 Calendar Year 2016 Document and Database Management costs

The invoice (201601) from NeDNR and the invoices from The Flatwater Group to NeDNR are attached. Nebraska is requesting reimbursement of the In-Kind project costs of \$5,244.00 incurred during 2016 in accordance with the funding agreement. We are not requesting reimbursement of the 2015 expenses included in The Flatwater Group invoices. Please let me know if the Finance Subcommittee approves payment of this invoice for 2016 expenses. If so, this request will be then be submitted to the NPDC Chair and NPDC representatives to request approval.

Sincerely,

A handwritten signature in black ink that reads "Tim Freed Sr." The signature is written in a cursive style.

Tim Freed Sr.
Chair, NPDC Official Files Subcommittee

Attachment: Work Task Billing Invoice from the Nebraska Department of Natural Resources

North Platte Decree Committee**INVOICE**

Nebraska Department of Natural Resources
 Tim Freed
 PO Box 94676
 Lincoln, NE 68509-4676

DATE:
 March 28, 2017

INVOICE #
 201601

Bill To:

Nebraska Department of Natural Resources
 Official Files Subcommittee Chair
 Tim Freed
 PO Box 94676
 Lincoln, NE 68509-4676

DESCRIPTION	AMOUNT
Calendar Year 2016 North Platte Decree Document & Database Management Services	\$ 5,244.00
TOTAL	\$ 5,244.00

If you have any questions concerning this invoice, call Tim Freed, (402) 471-1696
 Email at tim.freed@nebraska.com
 Collection of funds will be done by the Nebraska Community Foundation

THE FLATWATER GROUP, INC.
Time by Job Summary
November 2, 2015 through April 7, 2016

	<u>Nov 16, 15</u>	<u>Nov 17, 15</u>	<u>Jan 20, 16</u>	<u>Jan 28, 16</u>	<u>Feb 4, 16</u>	<u>Feb 8, 16</u>	<u>Feb 15, 16</u>	<u>Feb 24, 16</u>	<u>Feb 25, 16</u>	<u>Feb 26, 16</u>	<u>Mar 2, 16</u>
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.00	6.00	3.00	2.00	2.00	2.00	1.00	2.00	6.00	2.00	3.00	2.00
2.00	6.00	3.00	2.00	2.00	2.00	1.00	2.00	6.00	2.00	3.00	2.00
<u>2.00</u>	<u>6.00</u>	<u>3.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>1.00</u>	<u>2.00</u>	<u>6.00</u>	<u>2.00</u>	<u>3.00</u>	<u>2.00</u>

Department of Natural Resources:Contract #810 NPDC Database

TFG Hourly Rates:Engineering Technician (\$75.00)

Jason S Seipel

TFG Hourly Rates:Mid-Level Planner/Scientist (\$100.00)

Gordon R Coke

Total Department of Natural Resources:Contract #810 NPDC Database

TOTAL

THE FLATWATER GROUP, INC.
Time by Job Summary
November 2, 2015 through April 7, 2016

	Mar 3, 16	Mar 9, 16	Mar 10, 16	Mar 11, 16	Mar 17, 16	Mar 18, 16	Mar 22, 16	Mar 23, 16	Mar 24, 16	Mar 28, 16	Mar 29, 16
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.00	2.00	3.00	2.00	2.00	3.00	3.00	3.00	1.00	2.00	3.00	2.00
2.00	2.00	3.00	2.00	2.00	3.00	3.00	3.00	1.00	2.00	3.00	2.00
<u>2.00</u>	<u>2.00</u>	<u>3.00</u>	<u>2.00</u>	<u>2.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>1.00</u>	<u>2.00</u>	<u>3.00</u>	<u>2.00</u>

Department of Natural Resources:Contract #810 NPDC Database

TFG Hourly Rates:Engineering Technician (\$75.00)

Jason S Seipel

TFG Hourly Rates:Mid-Level Planner/Scientist (\$100.00)

Gordon R Coke

Total Department of Natural Resources:Contract #810 NPDC Database

TOTAL

THE FLATWATER GROUP, INC.
Time by Job Summary
November 2, 2015 through April 7, 2016

	<u>Apr 1, 16</u>	<u>Apr 4, 16</u>	<u>Apr 5, 16</u>	<u>Apr 6, 16</u>	<u>Apr 7, 16</u>	<u>TOTAL</u>
Department of Natural Resources:Contract #810 NPDC Database						
TFG Hourly Rates:Engineering Technician (\$75.00)						
Jason S Seipel	0.00	5.00	0.00	0.00	0.00	5.00
TFG Hourly Rates:Mid-Level Planner/Scientist (\$100.00)						
Gordon R Coke	2.00	3.00	3.00	3.00	3.00	70.00
Total Department of Natural Resources:Contract #810 NPDC Database	<u>2.00</u>	<u>8.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>75.00</u>
TOTAL	<u>2.00</u>	<u>8.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>75.00</u>

THE FLATWATER GROUP, INC.

Time by Job Summary

April 8 through December 31, 2016

	<u>Sep 8, 16</u>	<u>Sep 9, 16</u>	<u>Sep 12, 16</u>	<u>Sep 29, 16</u>	<u>Oct 3, 16</u>	<u>TOTAL</u>
Department of Natural Resources:Contract #810 NPDC Database						
TFG Hourly Rates: Mid-Level Planner/Scientist (\$100.00)						
Gordon R Coke	2.00	3.00	4.00	3.00	6.00	18.00
Total Department of Natural Resources:Contract #810 NPDC Database	<u>2.00</u>	<u>3.00</u>	<u>4.00</u>	<u>3.00</u>	<u>6.00</u>	<u>18.00</u>
TOTAL	<u><u>2.00</u></u>	<u><u>3.00</u></u>	<u><u>4.00</u></u>	<u><u>3.00</u></u>	<u><u>6.00</u></u>	<u><u>18.00</u></u>