

Platte Basin Coalition Committee

Minutes

February 19th, 2015, 300 p.m. CT
Conference Call

Call to order and attendance: Miller called the meeting to order at 3:00 p.m. CT.
Sponsors and partners in attendance (Attachment A) were:

Duane Woodward	CPNRD	Rod Horn	SPNRD
Melissa Mosier	NDNR	Ryan Reisdorff	SPNRD
Jennifer Schellpeper	NDNR	John Thorburn	TBNRD
Kayla Sharp	NDNR	Ann Dimmitt	TPNRD
John Berge	NPNRD	Kent Miller	TPNRD
Tracy Zayac	NPNRD	Landon Shaw	TPNRD
Travis Glanz	SPNRD		

Guests in attendance:

Jeff Shafer	NPPD
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- 1. Welcome and Open Meetings Act:** Miller noted that a copy of the Open Meetings Act was available.
- 2. Publication of Meeting Notices:** Mosier reported that public notice (Attachment B) of the PBC meeting was published in the North Platte Telegraph on February 12th, 2015, as well as the Grand Island Independent and Scottsbluff Star Herald on February 11th, 2015.
- 3. Agenda Modifications:** No revisions were made to the agenda (Attachment C).
- 4. Budget Amendments:**
 - a. Liability Insurance:** A statement of \$3,366.90 for the Coalition's general liability and public officials liability protection has been received (Attachments D & E). The PBC operations budget spreadsheet has been updated to reflect this cost. South Platte NRD individually invoiced each entity for their share.

Motion: To approve the payment of \$3,366.90 for the Coalition's liability and linebacker coverage, the cost of which will be split equally between the six member entities. **Woodward motioned to approve and Schellpeper seconded. The motion passed with all ayes.**
 - b. Projects:** Schellpeper referred the group to the memo (Attachment F) summarizing the proposed budget amendments for the 2014-2015 groundwater recharge and flood mitigation project (Attachment G), and the South Platte NRD

industrial baseline offset project (Attachment H). The groundwater recharge project motion includes only the amount of water that was diverted for the project up to the date of the memo (January 30, 2015). The billing for this project is based on the amount of water diverted, not the amount of return flow. On the South Platte NRD offset project, Reisdorff reported that they expect the offset being purchased will exceed the amount of water currently used over the approved baseline and that the additional water accrued through this project will be saved in a water bank for future offsets.

Motion: To approve \$535,031.80 in funds to the fall/winter 2014-2015 groundwater recharge and flood mitigation project. **Thorburn motioned to approve and Berge seconded. The motion passed with all ayes.**

Motion: To approve \$10,740.00 in funds to the South Platte NRD industrial baseline offset project. **Horn motioned to approve and Woodward seconded. The motion passed with all ayes.**

Schellpeper announced that the POAC projects have been included in the NET board recommendations for funding. The funding period would correspond to budget years 4-6 in the PBC budget summary (Attachment I). Schellpeper proposed that the members schedule a planning workshop at which potential projects could be discussed. The planning workshop will take place at the April 13th, 2015, PBC meeting.

5. Public Comments: There were no public comments.

6. Adjourn: The meeting adjourned at 3:26 p.m.

Next PBC meetings are scheduled for the following dates and will be held at 1:30 p.m. CT at the TPNRD office:

- April 13th, 2015
- June 18th, 2015 (2:30 p.m.)
 - Annual meeting @ 1:00 p.m.
- August 6th, 2015
- October 6th, 2015
- December 7th, 2015

PUBLIC NOTICE MEETING OF THE PLATTE BASIN COALITION

The Central Platte Natural Resources District, North Platte Natural Resources District, South Platte Natural Resources District, Tri-Basin Natural Resources District, Twin Platte Natural Resources District (collectively, the Platte Basin NRDs), and the Nebraska Department of Natural Resources (Department) hereby provide notice that a public meeting of the Platte Basin Coalition will be held on Thursday, February 19th, 2015, at 3:00 p.m. Central Time, via conference call. Listening locations will be held at the offices of the Platte Basin NRDs and the Department. Addresses for the Platte Basin NRD and Department offices are listed below.

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

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

- CPNRD: <http://www.cpnrd.org> or phone (308) 385-6282
215 Kaufman Avenue, Grand Island, NE 68803
- NPNRD: <http://www.npnrd.org> or phone (308) 632-2749
100547 Airport Road, Scottsbluff, NE 69363
- SPNRD: <http://www.spnrd.org> or phone (308) 254-2377
551 Parkland Drive, Sidney, NE 69162
- TBNRD: <http://www.tribasinrd.org> or phone (308) 995-6688
1723 Burlington Street, Holdrege, NE 68949
- TPNRD: <http://www.tpnrd.org> or phone (308) 535-8080
111 S Dewey Street, North Platte, NE 69101
- Department: <http://www.dnr.nebraska.gov> or phone (402) 471-2363
301 Centennial Mall South, 4th Floor, Lincoln, NE 68508

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

Agenda

Platte Basin Coalition Committee Meeting

February 19th, 2015, 3:00 p.m. Central Time
Conference Call

1. Welcome and Open Meetings Act
2. Publication of Meeting Notices
3. Agenda Modifications
4. Budget Amendments
 - A. Liability Insurance
 - B. Projects
 - i. Fall/Winter 2014-2015 Groundwater Recharge and Flood Mitigation Project
 - ii. South Platte NRD Industrial Baseline Offset
5. Public Comments
6. Adjourn

Next PBC meetings are scheduled for the following dates and will be held at 1:30 p.m. Central Time at the TPNRD office:

- April 13th, 2015
- June 18th, 2015 (2:30 p.m.)
 - Annual meeting @ 1:00 p.m.
- August 6th, 2015
- October 6th, 2015
- December 7th, 2015

South Platte NRD
P O Box 294
551 Parkland Drive
Sidney NE 69162
(308) 254-2377

0010679-IN

STATEMENT

2/4/2015

SIDNEY

NE Dept of Natural Resources
Atten: Jesse Bradley
301 Centennial Mall South
Lincoln, NE 68509-4676

01-4712363

Due upon Receipt of Invoice

MISC	Miscellaneous	1.000	561.150	561.15
	PB Coalition 2.6.2015-2.6.2016			

Payable to:
South Platte NRD
P O Box 294
Sidney NE 69162-0294

Net Invoice:	561.15
Freight	0.00
Sales Tax:	0.00
	<hr/> 561.15

Points West Ins - Sidney
P.O. Box 159
Sidney, NE 69162-0159
Phone : 308-254-4928 Fax : 308-254-7166

INVOICE # 16454		Page 1
ACCOUNT NO.	OP	DATE
PLATT-9	MT	02/03/15
PRODUCER		
Marsha L. Thorpe		
BALANCE DUE ON		
02/23/15		
AMOUNT PAID		AMOUNT DUE
		\$ 3,367.00

Platte Basin Water Project Coa
c/o Rod Horn
P.O. Box 294
Sidney, NE 69162

Itm #	Due Date	Trn	Type	Description	Amount
INVOICE #	16454				
226825	02/23/15	REN	PCKG	Liability/linebacker renewal	\$ 3,367.00
Invoice Balance:					\$ 3,367.00

To: PBC Administrators
From: Jesse Bradley, NDNR
Date: February 6, 2015
Subject: Platte Basin Coalition Insurance

Operations:

General Liability and Public Officials Liability Insurance Coverage with Employers Mutual Casualty Insurance Company for general liability and E & O insurance. The total premium *per year* for the Coalition a legal entity would be \$3,366.90 for general liability and Linebacker coverage.

Draft Proposed Motion (PBC)

The Platte Basin Coalition supports the PBC Liability and Public Officials Liability Protection of \$3,366.90 to the PBC Operations Budget for general liability and linebacker coverage. The insurance is to be paid equally by the six (6) entities at \$561.15.

The total PBC Operations budget will increase from \$6,235.10 to \$9,602.00 as reflected in Table 1.

Table 1:

**PBC Operations
 Budget
 PBC Funding Summary
 Updated 2/6/2015**

PBHEP Budget Summary	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NDNR	Total by Year
Budget Year 1	\$ 503.33	\$ 503.33	\$ 503.33	\$ 503.33	\$ 503.34	\$ 503.34	\$ 3,020.00
Budget Year 2	\$ 535.85	\$ 535.85	\$ 535.85	\$ 535.85	\$ 535.85	\$ 535.85	\$ 3,215.10
<i>Budget Year 3</i>	<i>\$ 561.15</i>	<i>\$ 3,366.90</i>					
Total 3 Year Budget	\$ 1,600.33	\$ 1,600.33	\$ 1,600.33	\$ 1,600.33	\$ 1,600.34	\$ 1,600.34	\$ 9,602.00

To: PBC Administrators
From: Jesse Bradley, NDNR
Date: January 30, 2015
Subject: Budget Amendment

Draft Proposed Motion (PBC)

Part 1:

The Platte Basin Coalition supports the fall/winter 2014-2015 groundwater recharge and flood mitigation project and agrees to commit funds of \$535,031.80 to the project. Calculations of recharged project water and calculations/modeling of accretions to the Platte River will be performed by the Plate Overappropriated Area Committee.

Part 2:

The Platte Basin Coalition supports the South Platte NRD Industrial Baseline Offset project and agrees to commit funds of \$10,740 for the project. Calculations of recharged project water and calculations/modeling of accretions to the Platte River will be performed by the Plate Overappropriated Area Committee.

The proposed amendment 4 will total \$545,771.80 for the four proposed projects. The total PBC budget will increase from \$24,088,211.34 to \$24,633,983.14 as reflected in Table 1.

Table 1

PBC Budget Summary	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Year
Budget Year 1	\$ 301,400.00	\$ 708,400.00	\$ 61,600.00	\$ 444,400.00	\$ 684,200.00	\$ 2,200,000.00	\$ 3,300,000.00	\$ 2,200,000.00	\$ 7,700,000.00
Budget Year 2	\$ 301,400.00	\$ 708,400.00	\$ 61,600.00	\$ 444,400.00	\$ 684,200.00	\$ 2,200,000.00	\$ 3,300,000.00	\$ 2,200,000.00	\$ 7,700,000.00
Budget Year 3	\$ 301,400.00	\$ 708,400.00	\$ 61,600.00	\$ 444,400.00	\$ 684,200.00	\$ 2,200,000.00	\$ 3,300,000.00	\$ 2,200,000.00	\$ 7,700,000.00
Total 3 Year Budget	\$ 904,200.00	\$ 2,125,200.00	\$ 184,800.00	\$ 1,333,200.00	\$ 2,052,600.00	\$ 6,600,000.00	\$ 9,900,000.00	\$ 6,600,000.00	\$ 23,100,000.00
Amendment 1 Total (Dec-13) [NPNRD lease &Easement]	\$ -	\$ 121,788.00	\$ -	\$ -	\$ -	\$ 121,788.00	\$ -	\$ 9,432.00	\$ 131,220.00
Amendment 2 Total (Dec-13) [fall 2013 gw recharge]	\$ 6,000.00	\$ -	\$ 2,970.00	\$ 112,199.34	\$ 10,930.00	\$ 132,099.34	\$ -	\$ 198,149.00	\$ 330,248.34
Amendment 3 Total (Aug-14) [spring 2014 gw recharge]	\$ -	\$ -	\$ 600.00	\$ 258,121.50	\$ 3,600.00	\$ 262,321.50	\$ -	\$ 264,421.50	\$ 526,743.00
<i>Proposed Amendment 4</i>	\$ -	\$ -	\$ 4,296.00	\$ 239,435.90	\$ -	\$ 243,731.90	\$ -	\$ 302,039.90	\$ 545,771.80
Total Amendment Budget	\$ 6,000.00	\$ 121,788.00	\$ 7,866.00	\$ 609,756.74	\$ 14,530.00	\$ 759,940.74	\$ -	\$ 774,042.40	\$ 1,533,983.14
Total 3 Year Budget & Amendments	\$ 910,200.00	\$ 2,246,988.00	\$ 192,666.00	\$ 1,942,956.74	\$ 2,067,130.00	\$ 7,359,940.74	\$ 9,900,000.00	\$ 7,374,042.40	\$ 24,633,983.14
								\$ 7,374,042.40	
PBC Budget Summary	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Year
Revised Budget Years 1 - 3*	\$ 3,782,442.00	\$ 203,046.00	\$ 7,866.00	\$ 1,802,256.74	\$ 1,564,330.00	\$ 7,359,940.74	\$ 9,900,000.00	\$ 7,374,042.40	\$ 24,633,983.14

To: PBC Administrators

From: Jesse Bradley, NDNR; John Thorburn, TBNRD

Date: January 30, 2015

Subject: NDNR E65 Canal, Elwood Reservoir and Phelps Canal Recharge Project

Request:

This is a request for funds for an additional groundwater recharge of excess flows into Canals in the CNPPID system similar to those that took place in the spring of 2014. Details of the groundwater recharge projects can be found in the February 29, 2011, memo from the Department to the PBHEP administrators, therefore, project details will not be repeated here; rather, this memo will provide a brief overview of the Fall/Winter 2014-2015 project and project costs. The Department and TBNRD request that the Platte Basin Coalition administrators take action to support this request for funding.

2011 Project Successes:

In the spring and fall of 2011, multiple irrigation canals in the Platte Valley were used to divert river flows for the purpose of recharging groundwater aquifers and to assist with mitigation of anticipated flood flows. The Department and area NRDs supported and participated in these projects. The details of the 2011 projects, supporting arguments, and basic agreements are described in the Department's February 28, 2011, memo. The 2011 projects resulted in the diversion of 141,911 acre-feet of water at a cost of approximately \$550,000. As a result of these projects, approximately 36,000 acre-feet of water will reach the Platte River through accretions over the next 50 years. More can be found in this report on the Department website: <http://dnr.nebraska.gov/iwm/conjunctive-management-toolbox>

Spring 2014 Project:

TBNRD, NDNR, and CNPPID entered into Contract #771 (attached) on June 6, 2014 and amended on June 30, 2014, for the diversion of excess Platte River flows for the purposes of groundwater recharge. Excess flows were available before and after irrigation season. 13,237 AF of water was diverted into the reservoir in the spring. Approximately 1,763 AF of water was diverted into the reservoir in late fall 2014. The funding for spring diversions was approved at the August 2014 PBC meeting. The late fall diversion, require funding of \$68,757.30 total or \$34,378.50 for each party.

Fall/Winter 2014-2015 Project:

TBNRD, NDNR, and CNPPID entered into Contract #800 (attached) on December 10, 2014 and amended on December 18, 2014, for the diversion of excess Platte River flows in the Fall/Winter of 2014-2015 for the purpose of groundwater recharge. Excess flows were available after irrigation season. Up to 10,000 AF of water are contracted for diversion into the Elwood or E65 Canal reservoir. Totals are to be split evenly between the TBNRD and NDNR, totaling \$410,114.50 or \$205,057.25 for each party for the Fall/Winter 2014-2015 diversions.

Phelps Canal Diversion Project:

Platte River Recovery Implementation Program (PRRIP), NDNR, and CNPPID entered into Contract #799 (attached) on November 20, 2014, for the diversion of excess Platte River flows for the purpose of groundwater recharge. Excess flows were available after irrigation season ended. Up to 4,000 AF of water is contracted for diversion into the Phelps Canal. Totals are to be split evenly between the PRRIP and NDNR, totaling \$112,320 or \$56,160 for each party.

PBC:

The total new cost for the three (3) projects detailed in contracts (771, 799 and 800) and being submitted to the PBC for payment is \$535,031.80. (see Table 1 for details)

Budget Amendments – Because all PBC funds have been committed, a budget amendment is needed to approve funding for the Fall/Winter 2014-2015 E65 Canal, Elwood Reservoir and Phelps Canal groundwater recharge projects.

Table 1: Summary of Project Contracts

Contract Number	Project	Irrigator	Diversion Date	NRD	PRRIP	Funding Project	Total Dollars	Project Dollars by NRD	Project Dollars by NDNR	Estimated Diverted (af)
771	Spring 2014 E65 Canal and Elwood Reservoir Recharge Project	Central Nebraska Public Power and Irrigation District	Nov – Dec 2014	TBNRD		PBC	\$68,757.30	\$34,378.65	\$34,378.65	1,763
799	Phelps Canal Diversion	Central Nebraska Public Power and Irrigation District	Winter 2014-2015		PRRIP	PBC	\$56,160.00*		\$56,160.00	4,000
800	Fall/Winter 2014 - 2015 E65 Canal and Elwood Reservoir Recharge Project	Central Nebraska Public Power and Irrigation District	Winter 2014-2015	TBNRD		PBC	\$410,114.50	\$205,057.25	\$205,057.25	10,000
Totals: Proposed projects for funding							\$535,031.80	\$239,435.90	\$295,595.90	15,763

*Phelps Canal is receiving dollars from PRRIP and DNR while the total amount for the project is \$112,320; we are only asking for funding of DNR's share.

Platte Basin Coalition-Attachment
NDNR Spring 2014 Groundwater E65 & Elwood Recharge

Contract No. 771

**WATER SERVICE AGREEMENT-
GROUNDWATER RECHARGE FROM EXCESS FLOWS BETWEEN
THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT,
NEBRASKA DEPARTMENT OF NATURAL RESOURCES
AND
TRI-BASIN NATURAL RESOURCES DISTRICT**

THIS AGREEMENT made and entered into this 6th day of JUNE, 2014, by and between The Central Nebraska Public Power and Irrigation District, a public corporation and political subdivision of the State of Nebraska, with its principal office located at 415 Lincoln Street, P.O. Box 740, Holdrege, NE 68949-0740, hereinafter referred to as "Central", Tri-Basin Natural Resources District, a political subdivision of the State of Nebraska, with its principal office located at 1723 North Burlington Street, Holdrege, NE 68949, hereinafter referred to as "Tri-Basin" and the State of Nebraska, acting by and through the Nebraska Department of Natural Resources, with its principal office located at 301 Centennial Mall South, Lincoln, NE 68509-4676, hereinafter referred to as "State". Sometimes hereinafter Central, State and Tri-Basin shall be collectively referred to as "Parties" or individually as "Party".

WITNESSETH:

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

WHEREAS, Central filed in September of 2013 with the Nebraska Department of Natural Resources (hereinafter "DNR") a "Petition for Leave to File an Application for a Temporary Permit to Appropriate Water for Groundwater Recharge on the E65 Canal and Elwood Reservoir in Gosper County, Nebraska; and

WHEREAS, DNR approved Petition VAR-4829 on May 1, 2014 which grants permission to file a new appropriation pursuant to VAR-4829 for groundwater recharge using the E65 Canal and Elwood Reservoir; and

WHEREAS, Central filed in May of 2014 with the Nebraska Department of Natural Resources an "Application for a Temporary Permit to Appropriate Water for Groundwater Recharge on the E65 Canal and Elwood Reservoir in Gosper County, Nebraska (hereinafter "Appropriation"); and

WHEREAS, the State and Tri-Basin have jointly developed and agreed to implement an Integrated Management Plan, which plan includes investigating projects to enhance and improve water supply, including groundwater recharge projects; and

WHEREAS, the State and Tri-Basin desire Central to divert available excess flows to provide groundwater recharge for purposes of studying groundwater recharge, sustaining groundwater supplies and implementing the State/Tri-Basin joint Integrated Management Plan (IMP).

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

1. WATER SERVICE.

a. Beginning no earlier than June 2, 2014, and ending as provided in Section 3 below, Central will divert for the State and Tri-Basin available natural flow into Elwood Reservoir for recharge when capacity is available in Central facilities, as determined by Central. The Total Amount Diverted shall be calculated by Central using

Platte Basin Coalition-Attachment

NDNR Spring 2014 Groundwater E65 & Elwood Recharge

the E65 Canal measuring flume located at milepost 2.8 on the E65 Canal, the measuring device at milepost 5.9 on the E65 Canal and historic pump performance. The Total Amount Diverted shall not exceed 10,000 acre feet.

b. The State or Tri-Basin shall have the right to terminate the diversions under this agreement by providing three day notice to the other Parties via email. If written agreement among the remaining Parties is reached regarding revised cost allocations within the three day period, then diversions into Elwood Reservoir may continue. If no agreement is reached, then diversions into Elwood Reservoir will terminate. Notwithstanding the above, Central may terminate diversions into Elwood Reservoir at any time for operational concerns.

2. WATER SERVICE CHARGES. The State and Tri-Basin shall pay Central for the water service described above as follows:

a. A Water Service Charge of thirty nine dollars (\$39.00) per acre-foot multiplied by the Total Amount Diverted, pursuant to paragraph 1 above, shall be assessed. All measurements made through Central's measuring device and so recorded by Central operating personnel shall be considered final. Tri-Basin will be responsible for 50% of the Water Service Charge and State will be responsible for 50% of the Water Service Charge.

b. Central shall invoice the State and Tri-Basin for the Water Service Charge upon completion of each pumping occurrence. Payment shall be due within 90 days of invoice. Past due payments shall accrue interest at 1.5% per month or the maximum legal rate, whichever is less, until paid in full.

3. TERM. The term of this Agreement shall commence when this Agreement is signed by the Parties (the "Commencement Date") and shall expire on December 31, 2014.

4. DATA SHARING. The Parties agree to share all hydraulic and hydrologic data collected in association with this Agreement, including data from either party which might be useful for calculation of evaporation from Elwood Reservoir.

5. WATER APPROPRIATIONS. The source of supply shall be water which is available pursuant to the Appropriation and Central will coordinate with the Bridgeport office of DNR. Tri-Basin shall cooperate, as reasonably necessary, to help Central to obtain the DNR's authorization for diversion consistent with the Appropriation. Water diverted into Elwood Reservoir under this agreement will not be released by Central for irrigation water service in calendar year 2014.

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

7. DEFAULT. If any Party to this Agreement fails to perform or otherwise breaches any of the terms of this Agreement, then such failure shall constitute a default. In the event of default by any Party, the non-

*Platte Basin Coalition-Attachment
NDNR Spring 2014 Groundwater E65 & Elwood Recharge*

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

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

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

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

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

12. FUNDING. By execution of this Agreement, the State represents and affirms that it has requested and will make every effort to secure funds for this project. Should the anticipated source of funding no longer be available, the State will use its best efforts to secure alternative sources of funding.

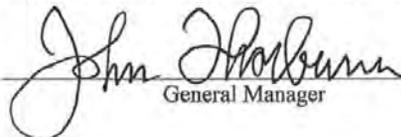
13. LAWS. In executing this Agreement, each Party shall be responsible for its compliance with all applicable state and federal laws.

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

TRI-BASIN NATURAL RESOURCES DISTRICT,

Date 6/3/14

By


General Manager

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

Date 6/6/14

By


Director

APPROVED

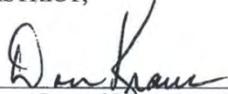
AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL

 DATE 6/3/2014

*Platte Basin Coalition-Attachment
NDNR Spring 2014 Groundwater E65 & Elwood Recharge*

THE CENTRAL NEBRASKA PUBLIC POWER AND
IRRIGATION DISTRICT,

Date 6/3/14

By 
General Manager

Platte Basin Coalition-Attachment
NDNR Spring 2014 Groundwater E65 & Elwood Recharge Amendment

Contract No. 771

AMENDMENT NO. 1 TO THE
WATER SERVICE AGREEMENT-
GROUNDWATER RECHARGE FROM EXCESS FLOWS BETWEEN
THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT,
NEBRASKA DEPARTMENT OF NATURAL RESOURCES
AND
TRI-BASIN NATURAL RESOURCES DISTRICT

THIS AMENDMENT NO. 1 made and entered into this 30th day of JUNE, 2014, by and between The Central Nebraska Public Power and Irrigation District, a public corporation and political subdivision of the State of Nebraska, with its principal office located at 415 Lincoln Street, P.O. Box 740, Holdrege, NE 68949-0740, hereinafter referred to as "Central", Tri-Basin Natural Resources District, a political subdivision of the State of Nebraska, with its principal office located at 1723 North Burlington Street, Holdrege, NE 68949, hereinafter referred to as "Tri-Basin", and the State of Nebraska, acting by and through the Nebraska Department of Natural Resources, with its principal office located at 301 Centennial Mall South, Lincoln, NE 68509-4676, hereinafter referred to as "State ". Sometimes hereinafter Central, State and Tri-Basin shall be collectively referred to as "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, the Parties entered into a Water Service Agreement for Groundwater Recharge from Excess Flows dated June 6, 2014, hereinafter the Original Agreement; and

WHEREAS, the Parties mutually desire to amend the terms and provisions of the Original Agreement by increasing the Total Amount Diverted limit from 10,000 acre feet to 15,000 acre feet;

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

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

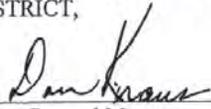
Beginning no earlier than June 2, 2014, and ending as provided in Section 1(b) or Section 3 below, Central will divert for the State and Tri-Basin available natural flow into the E65 Canal and the Elwood Reservoir for recharge. The Total Amount Diverted shall be measured by Central using the E65 Canal measuring flume located at milepost 2.8 on the E65 Canal. The Total Amount Diverted shall not exceed 15,000 acre feet.

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

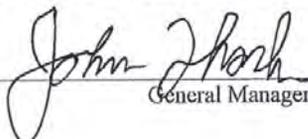
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 the date first stated above.

*Platte Basin Coalition-Attachment
NDNR Spring 2014 Groundwater E65 & Elwood Recharge Project Amendment*

THE CENTRAL NEBRASKA PUBLIC POWER AND
IRRIGATION DISTRICT,

By 
General Manager

TRI-BASIN NATURAL RESOURCES DISTRICT,

By 
General Manager

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

By 
Director

APPROVED

AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL

PTJ DATE 6-30-14

Contract # 799

**WATER SERVICE AGREEMENT – RECHARGE FROM EXCESS FLOWS
BETWEEN
THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT
AND NEBRASKA DEPARTMENT OF NATURAL RESOURCES**

THIS AGREEMENT made and entered into this ¹⁶ ~~26~~ day of November, 2014, by and between The Central Nebraska Public Power and Irrigation District, a public corporation and political subdivision of the State of Nebraska, with its principal office located at 415 Lincoln Street, P.O. Box 740, Holdrege, NE 68949-0740, hereinafter referred to as "Central" and the State of Nebraska, acting by and through the Nebraska Department of Natural Resources, with its principal office located at 301 Centennial Mall South, Lincoln, NE 68509-4676, hereinafter referred to as "State," (jointly referred to as "Parties" and individually as "Party."

WITNESSETH:

WHEREAS, Central is the owner of the Phelps Canal as shown on Exhibit A; and

WHEREAS, Central filed in September of 2013 with the Nebraska Department of Natural Resources (hereinafter "DNR") a "Petition for Leave to File an Application for a Temporary Permit to Appropriate Water for Groundwater Recharge on the Phelps Canal in Gosper and Phelps Counties" (hereinafter "Appropriation"); and

WHEREAS, the State desires Central to enhance Platte River stream flows via groundwater recharge; and

WHEREAS, Central desires to provide such recharge services in the portion of Phelps Canal highlighted in red on Exhibit A.

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

I. WATER SERVICE.

a. During the term of this Agreement, Central will provide the State with groundwater recharge via seepage through the Phelps Canal for the purposes described above equal to fifty percent (50%) of the Total Amount Diverted, as hereinafter defined, up to a 4,000 acre feet limit of Total Water Diverted in the non-irrigation season. The Total Amount Diverted shall be measured by Central using the Phelps Canal measuring flume located at milepost 1.6 on the Phelps Canal (including water diverted and not available for recharge because of evaporation). The Total Amount Diverted will be adjusted by subtracting any deliveries or releases made by Central from the Phelps Canal and for the difference in storage in the canal at the end of the irrigation season (likely early September 2015), at the end of each subsequent quarter or billing period, and at the beginning of the next irrigation season (likely mid-April 2015). The non-irrigation season will begin when Central stops releasing water into sections of the Phelps Canal for irrigation and end when Central begins releasing water into sections of the Phelps Canal for irrigation, as determined by Central.

CNT-11262014-799-cnt

*Platte Basin Coalition-Attachment
NDNR Phelps Canal Water Diversions*

b. Central may make reasonable adjustments in the Total Amount Diverted as necessary to account for similar operations from other water sources, or for other reasons as may be appropriate. Central shall consult with the State in making such adjustments. All data used by Central regarding the Total Amount Diverted calculations shall be shared with the State.

e. Central may reduce or suspend groundwater recharge diversions under this Agreement for good cause, including but not limited to maintenance on the canal, construction on the canal, or if high groundwater levels are observed, as determined by Central.

2. WATER SERVICE CHARGES. The State shall pay Central for the water service described above as follows:

a. A Water Service Charge as shown in Exhibit B per acre-foot for the State's 50% share of the Total Amount Diverted, adjusted according to provisions in paragraph 1 above. All measurements made through Central's measuring device and so recorded by Central operating personnel shall be considered final. Central shall invoice the State for the water service charges quarterly beginning January 1, 2015. Payment shall be due within 60 days of invoice.

3. TERM. The term of this Agreement shall commence when this Agreement is signed by the State and Central (the "Commencement Date"), and shall expire on December 31, 2015.

4. DATA SHARING. Central and the State agree to share all hydraulic and hydrologic data collected in association with this Agreement.

5. WATER APPROPRIATIONS. The source of supply shall be water which is available pursuant to the Appropriation. The water service described herein shall be subject to the DNR approving such Appropriation. The water delivered pursuant to this Agreement shall be consistent with and limited to the terms and provisions of the Appropriation.

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

7. DEFAULT. If any Party to this Agreement fails to perform or otherwise breaches any of the terms of this Agreement, then such failure shall constitute a default. In the event of default by any Party, the non-defaulting Party/s shall give written notice of the default to the defaulting Party. Following such written notice, the defaulting Party may cure the default within thirty (30) days. Upon cure, this Agreement shall remain in full force and effect. If the defaulting Party fails to cure, the non-defaulting Party/s shall be entitled to any and all legal and equitable remedies except Central's total liability to the State for any loss or damage, including but not

Platte Basin Coalition-Attachment
NDNR Phelps Canal Water Diversions

limited to special and consequential damages, arising out of or in connection with the performance of this Agreement shall not exceed either the amount of Water Service Charges paid by the State to Central pursuant to this Agreement or \$50,000, whichever is less.

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

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

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

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

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

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

Date: 11/26/2014

By Brian P. Dwyer
Director

APPROVED

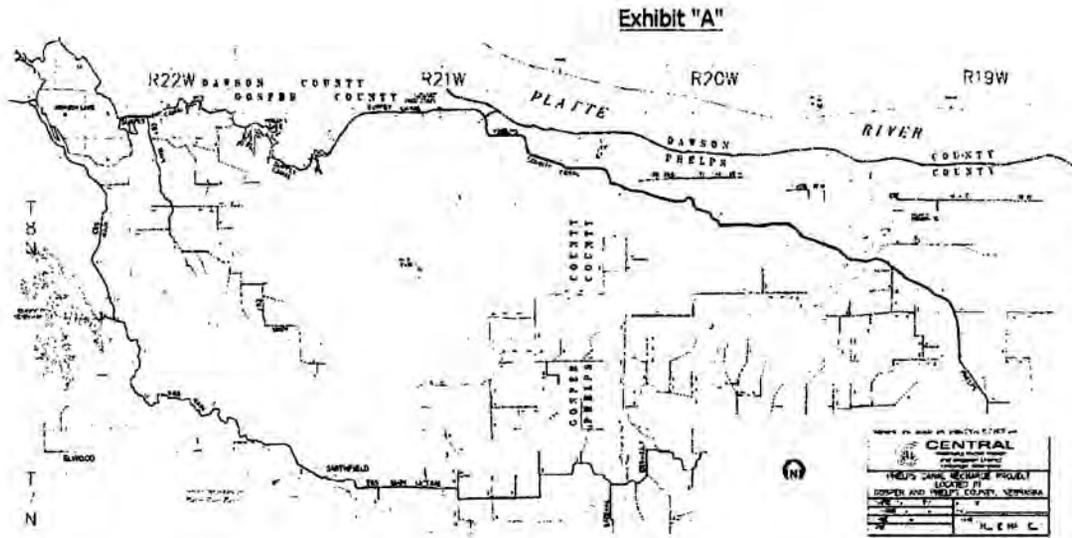
LEGAL COUNSEL
RAT DATE 11/26/2014

THE CENTRAL NEBRASKA PUBLIC POWER AND
IRRIGATION DISTRICT.

Date: 11/26/14

By Don D. Krutts
Don D. Krutts
General Manager

Platte Basin Coalition-Attachment
NDNR Phelps Canal Water Diversions



*Platte Basin Coalition-Attachment
NDNR Phelps Canal Water Diversions*

Exhibit B

Water Service Agreement Pricing

Year	Price per Acre Foot
2014	\$27.00
2015	\$28.08

Platte Basin Coalition-Attachment
NDNR 2015 E65 & Elwood Recharge Project

Contract #800

**WATER SERVICE AGREEMENT-
GROUNDWATER RECHARGE FROM EXCESS FLOWS BETWEEN
THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT,
NEBRASKA DEPARTMENT OF NATURAL RESOURCES
AND
TRI-BASIN NATURAL RESOURCES DISTRICT**

THIS AGREEMENT made and entered into this 18 day of December, 2014, by and between The Central Nebraska Public Power and Irrigation District, a public corporation and political subdivision of the State of Nebraska, with its principal office located at 415 Lincoln Street, P.O. Box 740, Holdrege, NE 68949-0740, hereinafter referred to as "Central" and Tri-Basin Natural Resources District, a political subdivision of the State of Nebraska, with its principal office located at 1723 North Burlington Street, Holdrege, NE 68949, hereinafter referred to as "Tri-Basin", and the State of Nebraska, acting by and through the Nebraska Department of Natural Resources, with its principal office located at 301 Centennial Mall South, Lincoln, NE 68509-4676, hereinafter referred to as "State". Sometimes hereinafter Central, State and Tri-Basin shall be collectively referred to as "Parties" or individually as "Party".

WITNESSETH:

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

WHEREAS, in June 2014 Central received an order from the Nebraska Department of Natural Resources (hereinafter "DNR") granting a "Temporary Permit to Appropriate Water for Groundwater Recharge on the E65 Canal, Elwood Reservoir, and Cottonwood WPA" (hereinafter "Appropriation"); and

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

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

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

1. WATER SERVICE.

a. During the term of this Agreement, Central will provide the State and Tri-Basin with groundwater recharge via seepage through the E65 Canal and Elwood Reservoir for the purposes described above equal to the Total Amount Diverted, as hereinafter defined, up to a maximum total of 5,000 acre feet of water in the non-irrigation season. Initial targets of 3,000 acre feet into Elwood Reservoir and 2,000 acre feet in the E65 Canal may be adjusted with agreement among the Parties. The Total Amount Diverted shall be measured by Central using the E65 Canal measuring flume located at milepost (MP) 2.8 (including water diverted and not available for recharge because of evaporation). The portion of the Total Amount Diverted that is delivered to Elwood Reservoir will be estimated using pump performance curves developed by Central, with all remaining diversions passing the MP 2.8 flume considered diversions for the E65 Canal. The Total Amount Diverted will be adjusted, as appropriate, by subtracting any deliveries or releases made by Central from the E65 Canal, at the end of each subsequent quarter or billing period, and at the beginning of the next irrigation season. The non-irrigation season

*Platte Basin Coalition-Attachment
NDNR 2015 E65 & Elwood Recharge Project*

will begin when Central stops releasing water into sections of the E65 Canal for irrigation and end when Central begins releasing water into sections of the E65 Canal for irrigation, as determined by Central.

b. Central may make reasonable adjustments in the Total Amount Diverted as necessary to account for similar operations from other water sources, or for other reasons as may be appropriate. Central shall consult with the State and Tri-Basin in making such adjustments. All data used by Central regarding the Total Amount Diverted calculations shall be shared with the State and Tri-Basin.

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

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

2. **WATER SERVICE CHARGES.** The State and/or Tri-Basin shall pay Central a Water Service Charge as specified in Exhibit B for the water service described above. All measurements made through Central's measuring device and pumping estimates into Elwood Reservoir, so recorded by Central operating personnel shall be considered final. Central shall invoice the State and/or Tri-Basin for the water service charges quarterly. Payment shall be due within 60 days of invoice.

3. **TERM.** The term of this Agreement shall commence when this Agreement is signed by all Parties (the "Commencement Date"), and shall expire on December 31, 2015 or as otherwise specified in this agreement.

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

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

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

7. **DEFAULT.** If any Party to this Agreement fails to perform or otherwise breaches any of the terms of this Agreement, then such failure shall constitute a default. In the event of default by any Party, the non-defaulting Party or Parties shall give written notice of the default to the defaulting Party. Following such written notice, the defaulting Party or Parties may cure the default within thirty (30) days. Upon cure, this Agreement

Platte Basin Coalition-Attachment
NDNR 2015 E65 & Elwood Recharge Project

shall remain in full force and effect. If the defaulting Party or Parties fails to cure, the non-defaulting Party or Parties shall be entitled to any and all legal and equitable remedies except Central's total liability to the State and Tri-Basin for any loss or damage, including but not limited to special and consequential damages, arising out of or in connection with the performance of this Agreement shall not exceed either the amount of Water Service Charges paid by the State and Tri-Basin to Central pursuant to this Agreement or \$50,000, whichever is less.

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

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

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

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

12. FUNDING. By execution of this Agreement, the State represents and affirms that it has requested and will make every effort to secure funds for this project. Should the anticipated source of funding no longer be available, the State will use its best efforts to secure alternative sources of funding.

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

14. Notice. Any notice required by this agreement may be provided by e-mail.

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

TRI-BASIN NATURAL RESOURCES DISTRICT,

By John Harburn
General Manager

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

By [Signature]

APPROVED

BY NDNR LEGAL COUNSEL

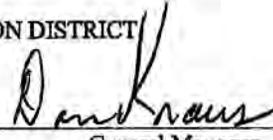
DATE 12/11/2014

THE CENTRAL NEBRASKA PUBLIC POWER AND

*Platte Basin Coalition-Attachment
NDNR 2015 E65 & Elwood Recharge Project*

IRRIGATION DISTRICT

By



General Manager

Platte Basin Coalition-Attachment
 NDNR 2015 E65 & Elwood Recharge Project

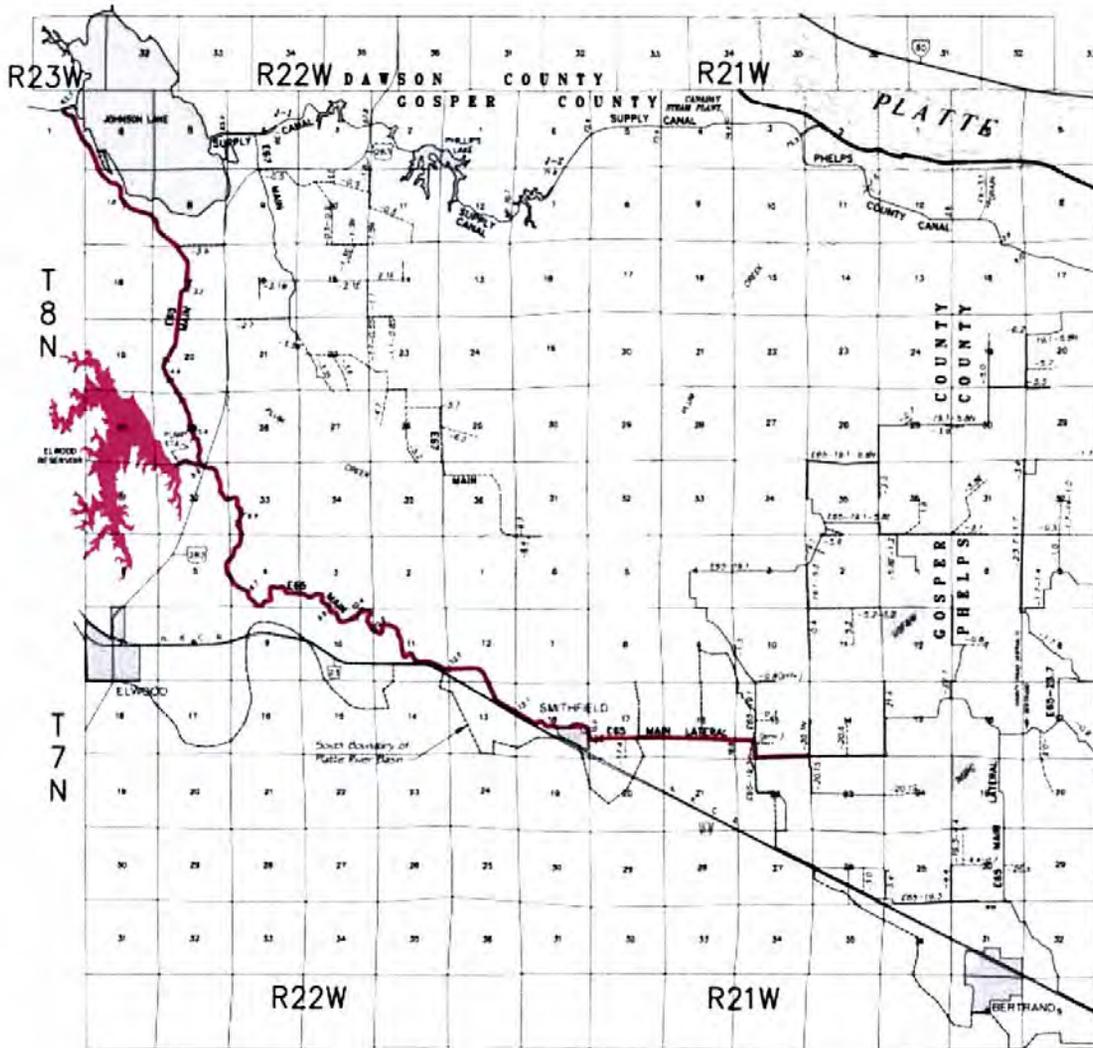


Exhibit "A"



LEGEND

— EXCESS FLOWS RECHARGE

Central Nebraska Public Power and Irrigation District
 Holdrege, Nebraska

CENTRAL
 Nebraska Public Power
 and Irrigation District
 Holdrege, Nebraska

**PLATTE RIVER EXCESS FLOWS FOR RECHARGE
 IN E65 CANAL & ELWOOD RESERVOIR,
 GOSPER COUNTY, NEBRASKA**

DRAWN BY	TMR	APPROVED	
SUBMITTED BY	DRF	BY	
SCALE	1" = 1.4 Mi.	DRAWING	
DATE	12/3/2014	NO. CHG	E65_DEC14

*Platte Basin Coalition-Attachment
NDNR 2015 E65 & Elwood Recharge Project*

EXHIBIT B

Water Service Agreement Pricing

Year	Price per Acre Foot Diverted	
	Elwood Reservoir	E65 Canal
2014	\$41.00	\$38.00
2015	\$42.64	\$39.52

Contract # 800

**AMENDMENT NO. 1 TO THE
WATER SERVICE AGREEMENT-
GROUNDWATER RECHARGE FROM EXCESS FLOWS BETWEEN
THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT,
NEBRASKA DEPARTMENT OF NATURAL RESOURCES
AND
TRI-BASIN NATURAL RESOURCES DISTRICT**

THIS AMENDMENT NO. 1 made and entered into this 18th day of December, 2014, by and between The Central Nebraska Public Power and Irrigation District, a public corporation and political subdivision of the State of Nebraska, with its principal office located at 415 Lincoln Street, P.O. Box 740, Holdrege, NE 68949-0740, hereinafter referred to as "Central" and Tri-Basin Natural Resources District, a political subdivision of the State of Nebraska, with its principal office located at 1723 North Burlington Street, Holdrege, NE 68949, hereinafter referred to as "Tri-Basin", and the State of Nebraska, acting by and through the Nebraska Department of Natural Resources, with its principal office located at 301 Centennial Mall South, Lincoln, NE 68509-4676, hereinafter referred to as "State". Sometimes hereinafter Central, State and Tri-Basin shall be collectively referred to as "Parties" or individually as "Party".

WITNESSETH:

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

WHEREAS, the Parties mutually desire to amend the terms and provisions of the Original Agreement by increasing the Total Amount Diverted limit from 5,000 acre feet to 10,000 acre feet;

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

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

During the term of this Agreement, Central will provide the State and Tri-Basin with groundwater recharge via seepage through the E65 Canal and Elwood Reservoir for the purposes described above equal to the Total Amount Diverted, as hereinafter defined, up to a maximum total of 10,000 acre feet of water in the non-irrigation season. Diversions will be maximized for both Elwood Reservoir and the E65 Canal but may be adjusted with agreement among the Parties. The Total Amount Diverted shall be measured by Central using the E65 Canal measuring flume located at milepost (MP) 2.8 (including water diverted and not available for recharge because of evaporation). The portion of the Total Amount Diverted that is delivered to Elwood Reservoir will be estimated using pump performance curves developed by Central, with all remaining diversions passing the MP 2.8 flume considered diversions for the E65 Canal. The Total Amount Diverted will be adjusted, as appropriate, by subtracting any deliveries or releases made by Central from the E65 Canal, at the end of each subsequent quarter or billing period, and at the beginning of the next irrigation season. The non-irrigation season will begin when Central stops releasing water into sections of the E65 Canal for irrigation and end when Central begins releasing water into sections of the E65 Canal for irrigation, as determined by Central.

Platte Basin Coalition-Attachment
NDNR 2015 E65 & Elwood Recharge Project Amendment

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 the date first stated above.

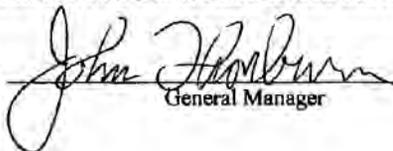
THE CENTRAL NEBRASKA PUBLIC POWER AND
IRRIGATION DISTRICT,

By


General Manager

TRI-BASIN NATURAL RESOURCES DISTRICT,

By


General Manager

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

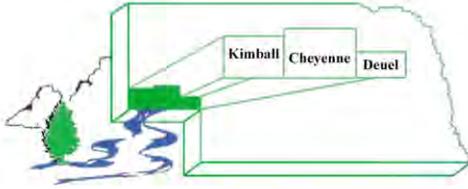
By


Director

APPROVED

BY NDNR LEGAL COUNSEL

 DATE 12/19/2014



South Platte Natural Resources District

551 Parkland Drive, PO Box 294 Sidney, Nebraska 69162
(308) 254-2377 FAX (308) 254-2783 www.spnrd.org

TO: PBC Sponsors
FROM: South Platte NRD – Ryan Reisdorff
DATE: December 4, 2014
RE: Project Summary for the South Platte NRD Industrial Baseline Offset

The South Platte NRD is requesting approval for reimbursement for an industrial offset project in Kimball County. The offset is required according to the SPNRD's Integrated Management Plan (IMP). An industrial water user (LeRoy Yung) in the Non-PRRIP area has already exceeded his five-year baseline for industrial uses. The baseline is 2,203,750 gallons per year, or 11,018,750 gallons over the five-year industrial accounting period as defined in the IMP. So far, during the 2011-2016 industrial accounting period, Mr. Yung has used 27,299,237 gallons of water. According to the IMP, the SPNRD has to offset any industrial use over the approved baseline up to 25,000,000 gallons per year.

The SPNRD has entered into an agreement with Mr. Yung to retire 71.6 certified irrigated acres for a period of three years during 2014-2016. The agreement states that the SPNRD will accrue the base allocation per acre per year ground water allocation pursuant to the District's rules and regulations and place this volume into a water bank for future offsets. This water banked allocation will then serve as the SPNRD's offset for the overage on the industrial use. The SPNRD has agreed to pay \$50 per acre for the 71.6 acres, or \$3,580.00 per year for a grand total of \$10,740.00 over the three-year period.

As mentioned, this offset occurs in the Non-PRRIP area and is located in the Fully Appropriated area of the SPNRD. The location of the offset is within PBHEP Zone 4. Attached is a copy of the SPNRD agreement with the landowner and the water usage for the 2011-2016 industrial accounting period.

This document is a reimbursement request from the South Platte NRD. The preapproved percentage breakdowns for PBC reimbursements are as follows: SPNRD (40%); and the NDNR (60%). The total cost per year is \$3,580.00 for three years. The total reimbursements of the project are expected as follows:

<u>Project Name</u>		<u>SPNRD</u>	<u>NDNR</u>	<u>TOTAL</u>
SPNRD 2016 Yung Industrial Offset	2014	\$1,432	\$2,148	\$3,580
	2015	\$1,432	\$2,148	\$3,580
	2016	\$1,432	\$2,148	\$3,580
	Total	\$4,296	\$6,444	\$10,740

The South Platte NRD is asking for the full reimbursement of \$6,444 by approval from the PBC administrators.

AGREEMENT

THIS AGREEMENT is entered into this 9 day of December, 2014 by and between **LEROY YUNG**, a single person, residing at 3985 Rd. 20 S, Kimball, NE 69145 (“Yung”), and the **SOUTH PLATTE NATURAL RESOURCES DISTRICT**, a political subdivision of the State of Nebraska, located at 551 Parkland Dr., PO Box 294, Sidney, NE 69162 (the “District”), collectively referred to as the “Parties.”

WITNESSETH:

Recitals

- A. Yung owns a tract of land certified by the District to irrigate 71.6 acres, located in the SW $\frac{1}{4}$ of Section 32, T14N, R55W, Kimball County, Nebraska, further identified as Tract #14N55W320001 by the District (the “Property”), which is irrigated with ground water from well G-051806, located on the Property.
- B. In February of 2014, Yung enrolled 56.6 acres of the Property for 3 years in a Conservation Plan with the U.S. Department of Agriculture, Natural Resources Conservation Service, EQIP Program (Contract Number EQIP 2014 746526144PA), under which he is entitled to yearly payments of \$8,227 not to irrigate the 56.6 acres for years 2014, 2015, and 2016 (the “Non Irrigation Period”).
- C. The Parties desire to enter into this Agreement whereby, in addition to his EQIP payment, the District will pay Yung \$50 per acre per year for the Non Irrigation Period for each acre of the Property (71.6 acres), in exchange for Yung’s agreement (1) not to irrigate the Property during the Non Irrigation Period, and (2) to transfer to

the District's water bank account, the base allocation of ground water allocated pursuant to the District's Rules to each acre of the Property per year.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the Parties agree as follows:

1. Yung shall not irrigate the Property (the 71.6 certified irrigated acre tract identified as Tract #14N55W320001) during the Non Irrigation Period from any ground water well including well G-051806.

2. The District shall pay Yung \$3,580.00 per year (\$50 per acre) for each of the 3 years included in the Non Irrigation Period, payable to Yung no later than December 31st of each year.

3. During the Non Irrigation Period, Yung hereby transfers and conveys to the District's water bank account the base allocation per acre per year ground water allocation for the Property pursuant to the District's rules and regulations.

4. Yung represents and warrants that (a) he is the sole owner of the Property and has fee Simple title to the Property, (b) there are no other persons or entities that have any interest in the Property, (c) there are no encumbrances or liens on the Property except easements of record, and (d) he has the authority to enter into this Agreement and bind the Property to the restrictions and obligations contained here.

5. The Parties agree that this Agreement shall be filed with the Register of Deeds of Kimball County, Nebraska and that the restriction and limitation placed upon the Property *i.e.*, that it shall not be irrigated during the Non Irrigation Period as described herein, is declared by Yung to be and shall be by this declaration become a covenant that runs with the land and shall bind the land during the Non Irrigation Period, provided however, this covenant shall automatically terminate without any further notice or filing on December 31, 2016.

6. Neither this Agreement nor any part hereof may be amended or supplemented except by an instrument in writing signed by the Parties.

7. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nebraska.

8. This Agreement contains the complete agreement of the Parties and supersedes all prior agreements, understandings, or negotiations of any kind.

9. This Agreement may not be assigned by either party without the prior written consent of the other party.

PBC Operations Budget

PBC Funding Summary Updated 2/6/2015

PBHEP Budget Summary	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NDNR	Total by Year
Budget Year 1	\$ 503.33	\$ 503.33	\$ 503.33	\$ 503.33	\$ 503.34	\$ 503.34	\$ 3,020.00
Budget Year 2	\$ 535.85	\$ 535.85	\$ 535.85	\$ 535.85	\$ 535.85	\$ 535.85	\$ 3,215.10
<i>Budget Year 3</i>	<i>\$ 561.15</i>	<i>\$ 3,366.90</i>					
Total 3 Year Budget	\$ 1,600.33	\$ 1,600.33	\$ 1,600.33	\$ 1,600.33	\$ 1,600.34	\$ 1,600.34	\$ 9,602.00

PBC Study Budget

Updated 1/30/2015

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

Remaining \$ -

Post-1997 Study	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total
Budget (contract budget with Flatwater)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000.00	\$ 45,000.00

Consultant Estimates October 2014 \$ 115,000.00 \$ 107,000.00 \$ 222,000.00

OA/FA Study	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	IWMPPF	Total
Budget Estimate	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 45,000.00	\$ 180,000.00	\$ 225,000.00

Conservation Study Phase II	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total
Budget Estimate	\$ 22,600.00	\$ 22,600.00	\$ 22,600.00	\$ 22,600.00	\$ 22,600.00	\$ 113,000.00	\$ 113,000.00	\$ 226,000.00

Robust Review Work	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total
Budget Estimate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

NERA	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total
Budget Estimate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 209,000.00	\$ 209,000.00

Total Study Budget	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	IWMPPF	Total
	\$ 31,600.00	\$ 31,600.00	\$ 31,600.00	\$ 31,600.00	\$ 31,600.00	\$ 158,000.00	\$ 367,000.00	\$ 180,000.00	\$ 705,000.00

PBC Budget Years 1 to 3 Review and Amendments
Updated 1/30/2015

Table 1

PBC Budget Summary	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Year
Budget Year 1	\$ 301,400.00	\$ 708,400.00	\$ 61,600.00	\$ 444,400.00	\$ 684,200.00	\$ 2,200,000.00	\$ 3,300,000.00	\$ 2,200,000.00	\$ 7,700,000.00
Budget Year 2	\$ 301,400.00	\$ 708,400.00	\$ 61,600.00	\$ 444,400.00	\$ 684,200.00	\$ 2,200,000.00	\$ 3,300,000.00	\$ 2,200,000.00	\$ 7,700,000.00
Budget Year 3	\$ 301,400.00	\$ 708,400.00	\$ 61,600.00	\$ 444,400.00	\$ 684,200.00	\$ 2,200,000.00	\$ 3,300,000.00	\$ 2,200,000.00	\$ 7,700,000.00
Total 3 Year Budget	\$ 904,200.00	\$ 2,125,200.00	\$ 184,800.00	\$ 1,333,200.00	\$ 2,052,600.00	\$ 6,600,000.00	\$ 9,900,000.00	\$ 6,600,000.00	\$ 23,100,000.00
Amendment 1 Total (Dec-13) [NPNRD lease & Easement]	\$ -	\$ 121,788.00	\$ -	\$ -	\$ -	\$ 121,788.00	\$ -	\$ 9,432.00	\$ 131,220.00
Amendment 2 Total (Dec-13) [fall 2013 gw recharge]	\$ 6,000.00	\$ -	\$ 2,970.00	\$ 112,199.34	\$ 10,930.00	\$ 132,099.34	\$ -	\$ 198,149.00	\$ 330,248.34
Amendment 3 Total (Aug-14) [spring 2014 gw recharge]	\$ -	\$ -	\$ 600.00	\$ 258,121.50	\$ 3,600.00	\$ 262,321.50	\$ -	\$ 264,421.50	\$ 526,743.00
<i>Proposed Amendment 4</i>	\$ -	\$ -	\$ 4,296.00	\$ 239,435.90	\$ -	\$ 243,731.90	\$ -	\$ 302,039.90	\$ 545,771.80
Total Amendment Budget	\$ 6,000.00	\$ 121,788.00	\$ 7,866.00	\$ 609,756.74	\$ 14,530.00	\$ 759,940.74	\$ -	\$ 774,042.40	\$ 1,533,983.14
Total 3 Year Budget & Amendments	\$ 910,200.00	\$ 2,246,988.00	\$ 192,666.00	\$ 1,942,956.74	\$ 2,067,130.00	\$ 7,359,940.74	\$ 9,900,000.00	\$ 7,374,042.40	\$ 24,633,983.14
								\$ 7,374,042.40	
PBC Budget Summary	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Year
Revised Budget Years 1 - 3*	\$ 3,782,442.00	\$ 203,046.00	\$ 7,866.00	\$ 1,802,256.74	\$ 1,564,330.00	\$ 7,359,940.74	\$ 9,900,000.00	\$ 7,374,042.40	\$ 24,633,983.14

PBC Project	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Project	Project Status	Remaining
North Platte NRD Lease/Recharge	\$ -	\$ 196,758.00	\$ -	\$ -	\$ -	\$ 196,758.00	\$ 121,887.00	\$ 173,250.00	\$ 491,895.00	Waiting on Contract	
Grandview Permanent Retirement	\$ -	\$ 6,288.00	\$ -	\$ -	\$ -	\$ 6,288.00	\$ -	\$ 9,432.00	\$ 15,720.00	Waiting on Easement from NPNRD	
Re-Use Pits Recharge Project Spring 2014	\$ -	\$ -	\$ 600.00	\$ -	\$ 3,600.00	\$ 4,200.00	\$ -	\$ 6,300.00	\$ 10,500.00	Under Contract, invoice, Need Master Plan	\$ 6,300.00
Phase II North Dry Creek	\$ -	\$ -	\$ -	\$ 24,000.00	\$ -	\$ 24,000.00	\$ 36,000.00	\$ -	\$ 60,000.00	Partial Payment - January 21, 2015	\$ 20,300.30
J-2 Reregulating Reservoir	\$ 1,168,500.00	\$ -	\$ -	\$ 1,168,500.00	\$ 934,800.00	\$ 3,271,800.00	\$ 4,907,700.00	\$ 6,426,750.00	\$ 14,606,250.00	Partial Payment, under contract (12/30/2014)	\$ 5,572,321.03 ***
Orchard-Alfalfa Canal Rehabilitation	\$ 1,665,578.40	\$ -	\$ -	\$ -	\$ -	\$ 1,665,578.40	\$ 2,498,367.60	\$ -	\$ 4,163,946.00	Partial Payment, under contract (1/21/2015)	\$ 161,905.53
Thirty-Mile & Orchard Transfer from CPNRD easement package	\$ 118,682.40	\$ -	\$ -	\$ -	\$ -	\$ 118,682.40	\$ 178,023.60	\$ -	\$ 296,706.00	Paid - January 21, 2015	\$ -
N-CORPE	\$ -	\$ -	\$ -	\$ -	\$ 615,000.00	\$ 615,000.00	\$ 922,500.00	\$ -	\$ 1,537,500.00	Partial Paid - September 4, 2014	\$ 22,500.00
CPNRD conservation easement package*	\$ 623,681.20	\$ -	\$ -	\$ -	\$ -	\$ 623,681.20	\$ 935,521.80	\$ -	\$ 1,559,203.00	Paid - October 8, 2014	\$ -
2014 E65 Canal and Elwood Reservoir Recharge Project (spring 2014)	\$ -	\$ -	\$ -	\$ 258,121.50	\$ -	\$ 258,121.50	\$ -	\$ 258,121.50	\$ 516,243.00	Paid - August 6, 2014	\$ -
Fall 2013 GW recharge	\$ 6,000.00	\$ -	\$ 2,970.00	\$ 112,199.34	\$ 10,930.00	\$ 132,099.34	\$ -	\$ 198,149.00	\$ 330,248.34	Paid - December 12, 2013	\$ -
Cozad & Thirty-Mile (PBHEP Overruns)	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	\$ 300,000.00	\$ -	\$ 500,000.00	Paid - September 24, 2014	\$ -
Spring 2014 E65 Canal and Elwood Reservoir Recharge Project	\$ -	\$ -	\$ -	\$ 34,378.65	\$ -	\$ 34,378.65	\$ -	\$ 34,378.65	\$ 68,757.30	Under contract, invoices	
Fall/Winter 2014-2015 E65 Canal and Elwood Reservoir Recharge Project	\$ -	\$ -	\$ -	\$ 205,057.25	\$ -	\$ 205,057.25	\$ -	\$ 205,057.25	\$ 410,114.50	Under contract, invoices	
Phelps Canal Diversion Project (DNR/PRRIP)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,160.00	\$ 56,160.00	Under contract, invoices	
Industrial Baseline Offset SPNRD	\$ -	\$ -	\$ 4,296.00	\$ -	\$ -	\$ 4,296.00	\$ -	\$ 6,444.00	\$ 10,740.00	Waiting on Contract	
Totals by Contributor	\$ 3,782,442.00	\$ 203,046.00	\$ 7,866.00	\$ 1,802,256.74	\$ 1,564,330.00	\$ 7,359,940.74	\$ 9,900,000.00	\$ 7,374,042.40	\$ 24,633,983.14		
DNR Total											
Budget Difference from Original 3 year budget	\$ (2,878,242.00)	\$ 1,922,154.00	\$ 176,934.00	\$ (469,056.74)	\$ 488,270.00	\$ (759,940.74)	\$ -	\$ (774,042.40)	\$ (1,533,983.14)		

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

* CPNRD transferred money (\$118,683) from Conservation Easement Package to be used for the Orchard Alfalfa Canal Rehabilitation and the Thirty-Mile Canal Rehabilitation Projects

*** J-2 Reregulating Reservoir has one payment remaining, additional funding is set aside in years 4-6

PBC Years 4 to 6 Budget Review

Updated 11/30/2014

PBC Budget Summary	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Year
Budget Year 4	\$ 301,400.00	\$ 708,400.00	\$ 61,600.00	\$ 444,400.00	\$ 684,200.00	\$ 2,200,000.00	\$ 3,300,000.00	\$1,693,277	\$ 9,393,276.70
Budget Year 5	\$ 301,400.00	\$ 708,400.00	\$ 61,600.00	\$ 444,400.00	\$ 684,200.00	\$ 2,200,000.00	\$ 3,300,000.00		7,700,000.00
Budget Year 6	\$ 301,400.00	\$ 708,400.00	\$ 61,600.00	\$ 444,400.00	\$ 684,200.00	\$ 2,200,000.00	\$ 3,300,000.00		7,700,000.00
Total 3 Year Budget	\$ 904,200.00	\$ 2,125,200.00	\$ 184,800.00	\$ 1,333,200.00	\$ 2,052,600.00	\$ 6,600,000.00	\$ 9,900,000.00	\$ 1,693,276.70	\$ 18,193,276.70

PBC Project	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Project	Meeting Motion Ref.	Project Status
North Platte NRD Lease/Recharge		\$ 221,197.00				\$ 221,197.00	\$ 331,795.50	\$ -	\$ 552,992.50	Jun 2013 pg 2 #7 C	Subject to availability
Orchard-Alfalfa Canal Rehabilitation	\$ 208,314.40					\$ 208,314.40	\$ 312,471.60	\$ -	\$ 520,786.00	Jun 2013 Pg 2 #7 B	Subject to availability
N-CORPE					\$ 1,730,071.10	\$ 1,730,071.10	\$ 2,595,106.66	\$ -	\$ 4,325,177.76	Aug 2013 pg 3 #8 B	Subject to availability
J-2 Reregulating Reservoir	\$ 403,161.12			\$ 403,161.12	\$ 322,528.90	\$ 1,128,851.14	\$ 2,217,386.16	\$ 1,693,276.70	\$ 5,039,514.00	Aug 2013 Pg 3 #8 A	Subject to availability
Totals by Contributor	\$ 611,475.52	\$ 221,197.00	\$ -	\$ 403,161.12	\$ 2,052,600.00	\$ 3,288,433.64	\$ 5,456,759.92	\$ 1,693,276.70	\$ 10,438,470.26		

Remaining Financial Commitments by Contributor	\$ 292,724.48	\$ 1,904,003.00	\$ 184,800.00	\$ 930,038.88	\$ -	\$ 3,311,566.36	\$ 4,443,240.08	\$ -	\$ 7,754,806.44
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PBC J-2 Regulating Reservoir Project Budget and Payments

Updated 1/28/2015

Project: J-2	Contract total	Not to Exceed WRCF	Total to Date	Total Requested WRCF	Remaining WRCF
Contract # 574	\$ 19,645,764.00	\$ 15,245,113.62	\$ 4,960,069.00	\$ 15,245,113.62	\$ 10,285,044.62

Budgets						
Contract Budget J-2 Project	DNR	CPNRD	TBNRD	TPNRD	Total	
Initial Payment (Anticipated due January 1, 2013)	\$ 4,607,500.00	\$ 475,000.00	\$ 475,000.00	\$ 380,000.00	\$ 5,937,500.00	
Remaining Payment (Anticipated due June 30, 2013)	\$ 6,726,950.00	\$ 693,500.00	\$ 693,500.00	\$ 554,800.00	\$ 8,668,750.00	
Total of Contract #574	\$ 11,334,450.00	\$ 1,168,500.00	\$ 1,168,500.00	\$ 934,800.00	\$ 14,606,250.00	
Contract Budget J-2 Project Amendment	DNR 77.60%	CPNRD 8.00%	TBNRD 8.00%	TPNRD 6.40%	Total 100.00%	
Initial Payment (Prior to Sept 15th)	\$ 3,849,013.55	\$ 396,805.52	\$ 396,805.52	\$ 317,444.41	\$ 4,960,069.00	
Second Payment (Summer 2014)	\$ 5,698,050.05	\$ 587,427.84	\$ 587,427.84	\$ 469,942.27	\$ 7,342,848.00	
Remaining Payment (Winter, 2015)	\$ 5,698,050.02	\$ 587,427.51	\$ 587,427.51	\$ 469,941.96	\$ 7,342,847.00	
Total of Amendment 1 to contract #574	\$ 15,245,113.62	\$ 1,571,660.87	\$ 1,571,660.87	\$ 1,257,328.64	\$ 19,645,764.00	

Payments										
Initial Estimate:	Invoice: \$	3,773,542.50	\$	389,025.00	\$	389,025.00	\$	311,220.00	\$	4,862,812.50
	NCF Fee: \$	81,290.84	\$	8,380.50	\$	8,380.50	\$	6,704.40	\$	104,756.24
<i>Paid 8/28/2013</i>	Total: \$	3,854,833.34	\$	397,405.50	\$	397,405.50	\$	317,924.40	\$	4,967,568.74
Correction:	Invoice: \$	5,937.50	\$	-	\$	-	\$	-	\$	-
	NCF Fee: \$	118.75	\$	-	\$	-	\$	-	\$	-
<i>Paid 10/10/2013</i>	Total: \$	6,056.25	\$	-	\$	-	\$	-	\$	-
	First Payment Total: \$	3,860,889.59	\$	397,405.50	\$	397,405.50	\$	317,924.40	\$	4,973,624.99
2nd Payment Contract:	Invoice: \$	5,698,050.00	\$	587,428.00	\$	587,428.00	\$	469,942.00	\$	7,342,848.00
Adjustment for Correction:	Invoice: \$	4,607.50	\$	475.00	\$	475.00	\$	380.00	\$	5,937.50
	NCF Fee: \$	92.15	\$	9.50	\$	9.50	\$	7.60	\$	118.75
	Total: \$	4,699.65	\$	484.50	\$	484.50	\$	387.60	\$	6,056.25
Adjusted 2nd Payment:	2 nd Payment based on Contract: \$	5,698,050.00	\$	587,428.00	\$	587,428.00	\$	469,942.00	\$	7,342,848.00
	Adjustment for Correction: \$	(1,356.60)	\$	484.50	\$	484.50	\$	387.60	\$	-
	<i>2nd Payment Adjusted:</i> \$	<i>5,696,693.40</i>	<i>\$</i>	<i>587,912.50</i>	<i>\$</i>	<i>587,912.50</i>	<i>\$</i>	<i>470,329.60</i>	<i>\$</i>	<i>7,342,848.00</i>
	2 nd payment estimated NCF Fee: \$	115,208.43	\$	11,889.79	\$	11,889.79	\$	9,511.82	\$	148,499.83
<i>Paid 12/30/2014</i>	2nd Payment Total: \$	5,811,901.83	\$	599,802.29	\$	599,802.29	\$	479,841.42	\$	7,491,347.83
3rd Payment, Contract, Winter 2015:	Anticipated Payment Amount from Contract: \$	5,698,050.00	\$	587,428.00	\$	587,428.00	\$	469,942.00	\$	7,342,848.00
	Anticipated NCF Fee: \$	122,749.19	\$	12,654.56	\$	12,654.56	\$	10,123.64	\$	158,181.95
	Estimated 3rd Payment Total: \$	5,817,831.00	\$	599,776.56	\$	599,776.56	\$	479,820.84	\$	7,497,204.96

Budgeting & Contract Variance:										
Total 1 st and 2 nd Amended Contract Anticipated	\$	9,547,063.00	\$	984,234.00	\$	984,234.00	\$	787,386.00	\$	12,302,917.00
Budget for PBC Budget Years 1-3:	\$	11,334,450.00	\$	1,168,500.00	\$	1,168,500.00	\$	934,800.00	\$	14,606,250.00
Difference:	\$	1,787,387.00	\$	184,266.00	\$	184,266.00	\$	147,414.00	\$	2,303,333.00
Total 1 st and 2 nd Actual Payments plus NCF Fees:	\$	9,672,791.42	\$	997,207.79	\$	997,207.79	\$	797,765.82	\$	12,464,972.82
Budget for PBC Budget Years 1-3:	\$	11,334,450.00	\$	1,168,500.00	\$	1,168,500.00	\$	934,800.00	\$	14,606,250.00
Difference (carryover to Budget Year 4):	\$	1,661,658.58	\$	171,292.21	\$	171,292.21	\$	137,034.18	\$	2,141,277.18
Total All Payments as estimated 11/25/2014:	\$	15,490,622.42	\$	1,596,984.35	\$	1,596,984.35	\$	1,277,586.66	\$	19,962,177.78
Contract Budget:	\$	15,245,113.62	\$	1,571,660.87	\$	1,571,660.87	\$	1,257,328.64	\$	19,645,764.00
Difference:	\$	(245,508.80)	\$	(25,323.48)	\$	(25,323.48)	\$	(20,258.02)	\$	(316,413.78)

Updated 1/28/2015

Project: Orchard-Alfalfa	Contract total	WRCF 60%	Total to Date	Total Requested	Remaining WRCF
	\$ 4,163,946.00	\$ 2,498,367.60	\$ 3,894,104.27	WRCF \$ 2,336,462.54	\$ 161,905.06

Funds Expended and Reimbursements Requested for Orchard Alfalfa #615	Orchard Alfalfa		NET	Total	Status
	DNR	CPNRD			
July 2012 - September 2012	\$ 18,443.83	\$ 12,295.89		\$ 30,739.72	Paid 9/6/2013
October 2012 - December 2012	\$ 40,364.18	\$ 26,909.46		\$ 67,273.64	Paid 9/6/2013
January 2013 - March 2013	\$ 20,888.25	\$ 13,925.50		\$ 34,813.75	Paid 9/6/2013
April 2013 - June 2013	\$ 40,965.19	\$ 27,310.13		\$ 68,275.32	Paid 9/6/2013
July 2013 - September 2013	\$ 81,196.28	\$ 54,130.86		\$ 135,327.14	Paid 11/18/2014
October 2013 - December 2013	\$ 380,533.05	\$ 253,688.70		\$ 634,221.75	Paid 2/24/2014
January 2014 - March 2014	\$ 815,793.13	\$ 543,862.09		\$ 1,359,655.22	Paid 5/14/2014
April 2014 Timeframe	\$ 314,892.62	\$ 209,928.42		\$ 524,821.04	Paid 6/12/2014
May 2014 Timeframe	\$ 224,966.11	\$ 149,977.41		\$ 374,943.52	Paid 9/19/2014
June 2014 - July 2014	\$ 371,540.83	\$ 247,693.89		\$ 619,234.72	Paid 9/19/2014
August 2014 - September 2014	\$ 26,879.07	\$ 17,919.38		\$ 44,798.45	Paid 1/21/2015
Total reimbursement requested to date	\$ 2,336,462.54	\$ 1,557,641.73	\$ -	\$ 3,894,104.27	

Project: N-CORPE	Contract total	WRCF 60%	NRD 40%	Total Requested	Remaining WRCF
	\$ 1,500,000.00	\$ 900,000.00	\$ 600,000.00	WRCF \$ 900,000.00	\$ -
<i>Revised; October-14</i>	\$ 1,537,500.00	\$ 922,500.00	\$ 615,000.00		\$ 37,500.00

Funds Expended and Reimbursements Requested for N-CORPE #778	N-CORPE		NET	Total	Status
	DNR	TPNRD			
TPNRD PBHEP funding N-CORPE project	\$ 120,680.00	\$ 120,680.00	\$ 60,340.00	\$ 301,700.00	Paid 9/3/2014
TPNRD PBC funding N-CORPE project	\$ 900,000.00	\$ 600,000.00		\$ 1,500,000.00	Paid 9/4/2014
Total reimbursement requested to date	\$ 1,020,680.00	\$ 720,680.00	\$ 60,340.00	\$ 1,801,700.00	

Project: Cozad Canal

Contract total	WRCF 40%	Total to date	Requested from WRCF	Remaining WRCF
\$ 7,739,800.00	\$ 3,095,920.00	\$ 7,028,380.96	\$ 2,664,521.68	\$ (431,398.32)

Funds Expended and Reimbursements Requested for Cozad Canal - 592	IWIP Reference #	Cozad DNR	CPNRD	NET	Total	Status
2011 - June 2012	7114	\$ 266,372.15	\$ 266,372.15	\$ 133,186.08	\$ 665,930.38	Paid 4/10/2013
July 2012 - Sep. 2012	7643	\$ 83,685.72	\$ 83,685.72	\$ 41,842.86	\$ 209,214.31	Paid 4/10/2013
Oct 1 - Dec 2012	9148	\$ 161,582.77	\$ 161,582.77	\$ 80,791.38	\$ 403,956.92	Paid 4/10/2013
Jan - Mar 2013	10811	\$ 304,118.18	\$ 304,118.18	\$ 152,059.09	\$ 760,295.45	Paid 6/10/2013
April - June 2013	11610	\$ 290,764.02	\$ 290,764.02	\$ 145,382.01	\$ 726,910.04	Paid 8/15/2013
July - Sep. 2013	12060	\$ 149,221.36	\$ 149,221.36	\$ 74,610.68	\$ 373,053.41	Paid 11/18/2013
Oct. - Dec 2013	12490	\$ 311,092.25	\$ 311,092.25	\$ 155,546.13	\$ 777,730.63	Paid 2/24/2014
Jan - Mar 2014	13032	\$ 540,870.45	\$ 540,870.45	\$ 270,435.23	\$ 1,352,176.13	Paid 5/14/2014
April - April 2014	13152	\$ 207,820.94	\$ 207,820.94	\$ 103,910.47	\$ 519,552.35	Paid 6/12/2014
May 2014 Timeframe	13617	\$ 143,941.56	\$ 288,662.41	\$ 144,331.20	\$ 721,656.02	Paid 9/24/2014
May 2014 Timeframe	13635	\$ 192,701.37	\$ 192,701.37	\$ 96,350.68	\$ 481,753.42	Paid 9/24/2014
June - July 2014	13636	\$ 12,350.91	\$ 14,460.76	-	\$ 36,151.90	Paid 9/24/2014
Total reimbursement requested to date		\$ 2,664,521.68	\$ 2,811,352.38	\$ 1,398,445.81	\$ 7,028,380.96	\$ 9,340.23 Unreimbursed amt

Project: Thirty-Mile

Contract Total	WRCF	Total to date	Requested from WRCF	Remaining
\$ 3,961,362.31	\$ 1,584,544.92	\$ 4,248,549.54	\$ 1,804,193.36	\$ (219,648.43)
\$ 1,092,619.70	\$ 655,571.82	\$ 239,512.55	\$ 143,707.53	\$ 511,864.29
\$ 296,706.00	\$ 178,023.60	\$ 23,183.10	\$ 178,023.60	\$ -

Funds Expended and Reimbursements Requested for Thirty-Mile - 616	IWIP Reference #	Thirty-Mile DNR	CPNRD	NET	Total	Status
2011 - June 2012	7114	\$ 14,277.00	\$ 14,277.00	\$ 7,138.50	\$ 35,692.51	Paid 9/6/2013
July 2012 - Sep. 2012	7643	\$ 94,147.09	\$ 94,147.09	\$ 47,073.55	\$ 235,367.73	Paid 9/6/2013
Oct 1 - Dec 2012	9148	\$ 96,813.90	\$ 96,813.90	\$ 48,406.95	\$ 242,034.75	Paid 9/6/2013
Jan - Mar 2013	10811	\$ 537,384.76	\$ 537,384.76	\$ 268,692.38	\$ 1,343,461.90	Paid 9/6/2013
April - June 2013	11610	\$ 331,217.05	\$ 331,217.05	\$ 165,608.52	\$ 828,042.62	Paid 9/6/2013
July - Sep. 2013	12060	\$ 89,685.20	\$ 89,685.20	\$ 44,842.60	\$ 224,213.00	Paid 11/15/2013
Oct. - Dec 2013	12490	\$ -	\$ -	\$ -	\$ -	-
Jan - Mar 2014	13032	\$ 336,732.40	\$ 336,732.40	\$ 168,366.20	\$ 841,831.01	Paid 5/14/2014
April - April 2014	13152	\$ 199,162.41	\$ 199,162.41	\$ 99,581.20	\$ 497,906.02	Paid 6/12/2014
May 2014 Timeframe	13617	\$ 143,707.53	\$ 95,805.02		\$ 239,512.55	Paid 9/24/2014
June - July 2014	13636	\$ 13,909.86	\$ 9,273.24		\$ 23,183.10	Paid 9/24/2014
August - September 2014	13901	\$ 104,773.54			\$ 367,497.96	Paid 1/21/2015
Total reimbursement requested to date		\$ 1,961,810.75	\$ 1,804,498.07	\$ 849,709.91	\$ 4,878,743.15	

PBHEP funds exhausted 9/24/2014