

# Platte Basin Coalition Committee Minutes

June 2, 2016, 1:30 p.m. Central Time  
TPNRD Office, Great Western Bank Building, North Platte, NE

**Call to order and attendance:** Miller called the meeting to order at 1:30 p.m., Central Time.  
Sponsors and partners in attendance (Attachment A) were:

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

Guests in attendance:

John Engel	HDR	Jeff Shafer, NPPD
Thad Kuntz	ARI	Rick Wilson, JEO

- 1. Welcome and Open Meetings Act:** Miller noted that a copy of the Open Meetings Act was available in the meeting room.
- 2. Publication of Meeting Notices:** The NDNR published a public notice (Attachment B) of the PBC meeting in the Grand Island Independent on May 26, 2016, the North Platte Telegraph on May 24, 2016, and the Scottsbluff Star Herald on May 24, 2016.
- 3. Agenda Modifications:** No revisions were made to the agenda (Attachment C).
- 4. Approval of the April 6, 2016, PBC Meeting Minutes:**
  - Motion:** To approve the April 6, 2016, PBC meeting minutes (Attachment D).  
**Vogt motioned to approve and Thorburn seconded. Motion passed with all ayes.**
- 5. Budget Update (NDNR) (Attachment E):**
  - A. First three-year increment funding:**
    - i. Cow Camp:** NDNR and NPNRD are still working on moving funds so the first three-year books can be closed.

- ii. **SPNRD Industrial Baseline Offset:** SPNRD and NDNR are working on moving funds so the first three-year books can be closed.
- iii. **N-CORPE:** This grant needs to be closed and the remaining funds in the amount of \$22,500.00 needs to be re-allocated. N-CORPE and NDNR continue to work on moving the remaining funds.
- iv. **J-2 Regulating Reservoir:** Schellpeper reported the budget now reflects the NCF fees. The budget was reviewed and the NRDs are asking for invoices to be sent as soon as possible. Funds will need to be moved and the 1-3 year funding closed.  
Action: 1. NDNR will email the Nebraska Community Foundation to send out invoices on J-2.

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

**i. Invoices:**

- a. **Phelps Canal:** A partial payment was made on Phelps Canal in the amount of \$4,599, with 1,423 acre-feet remaining.

**C. Studies:**

**i. Conservation Measures Study:**

- a. **Invoice:** The Flatwater invoice (Attachment F) in the amount of \$4,677.50 needs approval. NDNR will send invoices to the individual NRDs in the amount of \$467.75. Berge asked about a timeline on the final product, in which Winter stated the projected completion date is September.

Motion: To approve the Flatwater Invoice on Contract #571 in the amount of \$4,677.50. **Schellpeper motioned to approve and Berge seconded. Motion passed with all ayes.**

Action: Invoices will be sent to the individual NRDs.

**6. Project Updates**

**A. N-CORPE (TPNRD):**

- i. The current estimated timeline for construction of the north pipeline is set for late fall or early winter of 2016.

**B. J-2 Regulating Reservoir (NDNR):**

- i. Schellpeper referred the group to the quarterly report (Attachment G) in the meeting packet and that invoices from the Nebraska Community foundation would be forthcoming. No further discussion.

**C. North Platte NRD Leases and Retirements (NPNRD):**

- i. The projects that are pending reimbursements remain dry. NPNRD was the recipient of a Water Sustainability Fund grant that will help retire more acres of groundwater.

**D. Tri-Basin NRD Phase II Augmentation-North Dry Creek (TBNRD):**

- i. Nothing new to report.

**E. South Platte NRD Industrial Baseline Offset (SPNRD):**

- i. The project continues to be monitored. A contract with NDNR is forthcoming.

**F. Oliver Reservoir Streamflow Enhancement (SPNRD):**

- i. A contract with NDNR is forthcoming.

**G. Excess Flow Diversion Updates:**

- i. Diversions are taking place all along the Basin and NRDs are starting to shut down to make room for irrigation water.  
**Action:** NDNR will provide the NRDs with a spreadsheet of historical first-date-of-irrigation data.

**7. NPNRD Long-Term Reimbursement Proposal:**

- i. Berge referred to the proposal that was included in the meeting packet (Attachment H). Three agreements need reimbursement. PBC monies would be put into a designated bank account for a 15-year term and used to pay NPNRD for the total amount. The contract is still in draft and an added safety measure is being discussed in case of someone pulling out of the contract. Conservation easements may be required to ensure no future irrigation on decertified and decommissioned acres.

**Motion:** To approve the North Platte NRD long-term reimbursement payment and waive any requirement for conservation easements due to the fact the wells on the land are decommission and/or decertified.

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

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

**9. Adjourn:** The next meeting is August 2<sup>nd</sup>, 2016, at 1:30 p.m. at the Twin Platte NRD office. Meeting adjourned at 2:00 p.m.

**Action Item Summary:**

- 1) NDNR will send out invoices to the NRDs on The Flatwater Group.
- 2) NDNR will have the Nebraska Community Foundation send invoices on J-2.
- 3) NDNR will provide a spreadsheet with historical first-date-of-irrigation data.
- 4) SPNRD will check their accounting for payments made on the Industrial Baseline Offset
- 5) NDNR will provide the NRDs with a spreadsheet of historical first-date-of-irrigation data.

The PBC meeting schedule is as follows:

August 2, 2016	1:30 p.m.	TPNRD Office, Great Western Bank Building, North Platte, NE
October 12, 2016	1:30 p.m.	TPNRD Office, Great Western Bank Building, North Platte, NE
December 16, 2016	1:30 p.m.	TPNRD Office, Great Western Bank Building, North Platte, NE

**\*Meeting times may adjust depending on the Agenda\***

# PLATTE BASIN COALITION MEETING

Meeting Date: June 2, 2016

Place/Room: TPNRD Office

Name:	Representing:	E-Mail:
Melissa M Mosier	NDNR	melissa.mosier@nebraska.gov
Jessie Winter	NDNR	jessie.winter@nebraska.gov
Janifer Shellpeper	NDNR	jennifer.shellpeper@nebraska.gov
Kent O. Miller	TPNRD	komiller@tpnrd.org
Landon Shaw	TPNRD	lshaw@tpnrd.org
Sandy Vogt	CPNRD	vogt@cpnrd.org
John Thorburn	Tri-Basin NRD	jthorburn@tribasinprd.org
Bard Cross	NPNRD	bcross@nprnd.org
Tracy Zayac	NPNRD	tzayac@nprnd.org
ROD L. HORN	SPNRD	rthorn@spnrd.org
John Beuge	NPNRD	jbeuge@nprnd.org
Thad Kuntz	NPNRD + SPNRD	thad@ari-water.com
Ann Dimmitt	TPNRD	afishera@tpnrd.org
Kayla Sharp	WDNR	kayla.sharp@nebraska.gov
John Engel	HDR	john.engel@hdrinc.com
Jeff Shater	NPPD	jtshater@nppd.com
Rick Wilson	JEO	rwilson@jeo.com
Ryan Reisdorf	SPNRD	rreisdorf@spnrd.org
Travis Glanz	SPNRD	tglanz@spnrd.org

## **PUBLIC NOTICE MEETING OF THE PLATTE BASIN COALITION**

The Central Platte Natural Resources District, North Platte Natural Resources District, South Platte Natural Resources District, Tri-Basin Natural Resources District, Twin Platte Natural Resources District (collectively, the Platte Basin NRDs), and the Nebraska Department of Natural Resources (Department) hereby provide notice that a public meeting of the Platte Basin Coalition will be held on Thursday, June 2, 2016, at 1:30 p.m. Central Time, at the Twin Platte Natural Resources District office, 111 South Dewey Street, North Platte, Nebraska.

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

An agenda of the meeting is being kept continually current and is available for public inspection during normal business hours at the offices of the Platte Basin NRDs and the Department and at the following website: [www.dnr.nebraska.gov](http://www.dnr.nebraska.gov). Please refer to the websites and phone numbers listed below for further information.

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

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

# Agenda

## Platte Basin Coalition Committee Meeting

June 2, 2016, 1:30 p.m. Central Time

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

1. Welcome and Open Meetings Act
2. Publication of Meeting Notices
3. Agenda Modifications
4. Approval of April 6, PBC Meeting Minutes
5. Budget Update (NDNR)
  - A. First three-year increment funding
    - i. Cow Camp
    - ii. SPNRD Industrial Baseline Offset
    - iii. N-CORPE
    - iv. J-2 Regulating Reservoir
  - B. Second three-year increment funding
  - C. Studies
    - i. Conservation Measures Invoice
6. Project Updates
  - A. N-CORPE (TPNRD)
  - B. J-2 Regulating Reservoir (NDNR)
  - C. North Platte NRD Leases and Retirements (NPNRD)
  - D. Tri-Basin NRD Phase II Augmentation - North Dry Creek (TBNRD)
  - E. South Platte NRD Industrial Baseline Offset (SPNRD)
  - F. Oliver Reservoir Streamflow Enhancement (SPNRD)
  - G. Excess Flow Diversion Updates
7. NPNRD Long-Term Reimbursement Proposal
8. Public Comments
9. Adjourn

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

# Platte Basin Coalition Committee

## DRAFT Minutes

April 6, 2016, 2:30 p.m. Central Time  
TPNRD Office, Great Western Bank Building, North Platte, NE

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

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

Guests in attendance:

Kevin Boyd	CNPPID	Jeff Shafer, NPPD
Heath Kuntz	ARI	

- 1. Welcome and Open Meetings Act:** Miller noted that a copy of the Open Meetings Act was available in the meeting room.
- 2. Publication of Meeting Notices:** The NDNR published a public notice (Attachment B) of the PBC meeting in the Grand Island Independent on March 30, 2016, the North Platte Telegraph on March 30, 2016, and the Scottsbluff Star Herald on March 29, 2016.
- 3. Agenda Modifications:** No revisions were made to the agenda (Attachment C).
- 4. Approval of the February 24, 2016, PBC Meeting Minutes:**  
**Motion:** To approve the February 24, 2016, PBC meeting minutes (Attachment D).  
**Horn motioned to approve and Berge seconded. Motion passed with all ayes.**
- 5. Approval of the February 24, 2016 PBC Emergency Minutes:** Schellpeper stated the Emergency Minutes needed amended on Item #3 to include the cost of the facilitator which is a 50-50 split between NDNR and the five NRDs.

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

**6. Budget Update (NDNR):**

**A. First three-year increment funding:**

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

**Action:** Horn will check his accounting and let NDNR know the number of payments made.

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

**Action:** 1. NDNR will meet with the Nebraska Community Foundation to get clarification of the numbers.

2. NRDs need to send Sharp the dollar amount of what each NRD has paid on the first two invoices.

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

**i. Invoices:**

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

**b. Phelps Canal:** A partial payment was made on Phelps Canal in the amount of \$20,989.80, with 2,053 acre-feet remaining.

**C. Studies:**

**i. Conservation Measures Study:**

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

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

**Action:** Invoices will be sent to the individual NRDs.

**D. Second Increment Basin-Wide Planning:**

- i. **HDR Contract:** In reviewing the contract provided by HDR, it was decided revisions needed to be made. They are:

- a. Page 1, paragraph 1, Owner needs to be identified as “Platte Basin Coalition,” not “Platte Overappropriated Area Committee”;
- b. Page 18, payments made within 30 days, needs to be changed to payments made within 60 days;
- c. Page 17, the reuse of documents (#8) needs to read that the Platte Basin Coalition is to have ownership of all documents;
- d. and, items that do not apply and can be deleted are the paragraphs pertaining to construction procedures (#4), hazardous materials (#15), and utility location (#19). The contract is still viable even if these inconsequential items are not removed from the contract.

**Motion:** To approve the HDR contract with the revisions stated. **Schellpeper motioned to approve the contract with the revisions; Vogt seconded. Motion passed with all eyes.**

**7. Project Updates:** None at this time.

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

**9. Adjourn:** After discussion to cancel the June 2<sup>nd</sup>, 2016 PBC meeting, it was later decided to leave it on the schedule as is. Miller adjourned the meeting at 2:25 p.m.

**Action Item Summary:**

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

The PBC meeting schedule is as follows:

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

**\*Meeting times may adjust depending on the Agenda\***

**PBC Operations Budget**

**PBC Funding Summary Updated 3/10/2016**

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

<b>PBC Budget Summary**</b>	<b>CPNRD</b>	<b>NPNRD</b>	<b>SPNRD</b>	<b>TBNRD</b>	<b>TPNRD</b>	<b>NDNR</b>	<b>Total by Year</b>	
Budget Year 4	\$ 578.33	\$ 578.33	\$ 578.33	\$ 578.33	\$ 578.33	\$ 578.35	\$ 3,470.00	<i>Paid 3/8/16</i>
Budget Year 5	\$ 615.69	\$ 615.69	\$ 615.69	\$ 615.69	\$ 615.69	\$ 615.71	\$ 3,694.17	
Budget Year 6	\$ 655.47	\$ 655.47	\$ 655.47	\$ 655.47	\$ 655.47	\$ 655.49	\$ 3,932.82	
<b>Total 3 Year Budget</b>	<b>\$1,849.49</b>	<b>\$1,849.49</b>	<b>\$1,849.49</b>	<b>\$1,849.49</b>	<b>\$1,849.49</b>	<b>\$1,849.55</b>	<b>\$11,097.00</b>	

*\*Insurance Invoice received February 1, 2016*

**PBC Study Budget**

Updated 5/31/2016

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

Remaining \$ -

Total Budget	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total
Conservation Study Phase II Contracted (#571)								
Invoice 15-1764 (Phase II)	\$ 1,783.45	\$ 1,783.45	\$ 1,783.45	\$ 1,783.45	\$ 1,783.45	\$ 8,917.25	\$ 8,917.25	\$ 17,834.50
Invoice 15-1798 (Phase II)	\$ 678.00	\$ 678.00	\$ 678.00	\$ 678.00	\$ 678.00	\$ 3,390.00	\$ 3,390.00	\$ 6,780.00
Invoice 15-1829 (Phase II)	\$ 2,047.12	\$ 2,047.12	\$ 2,047.12	\$ 2,047.12	\$ 2,047.12	\$ 10,235.60	\$ 10,235.65	\$ 20,471.25
Invoice 16-1859 (Phase II)	\$ 1,073.00	\$ 1,073.00	\$ 1,073.00	\$ 1,073.00	\$ 1,073.00	\$ 5,365.00	\$ 5,365.00	\$ 10,730.00
Invoice 16-1870 (Phase II)	\$ 2,488.00	\$ 2,488.00	\$ 2,488.00	\$ 2,488.00	\$ 2,488.00	\$ 12,440.00	\$ 12,440.00	\$ 24,880.00
Invoice 16-1893 (Phase II)	\$ 467.75	\$ 467.75	\$ 467.75	\$ 467.75	\$ 467.75	\$ 2,338.75	\$ 2,338.75	\$ 4,677.50
Total	\$ 8,537.32	\$ 8,537.32	\$ 8,537.32	\$ 8,537.32	\$ 8,537.32	\$ 42,686.60	\$ 42,686.65	\$ 85,373.25
Remaining totals by Contributor	\$ 14,062.68	\$ 14,062.68	\$ 14,062.68	\$ 14,062.68	\$ 14,062.68	\$ 70,313.40	\$ 70,313.35	\$ 140,626.75

Paid 9/16/2015

Paid 10/16/2015

Paid 12/18/2015

Paid 2/8/2016

Paid 4/13/2016

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

Remaining totals by Contributor

\$ 13,886.25

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

OA/FA Study	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	IWMPPF	Total
Contracted (#571)	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 45,000.00	\$ 180,000.00	\$ 225,000.00

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

Total Study Budget	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	IWMPPF	Total
	\$ 17,537.32	\$ 17,537.32	\$ 17,537.32	\$ 17,537.32	\$ 17,537.32	\$ 287,686.60	\$ 453,800.40	\$ 180,000.00	\$ 755,373.25

**Facilitation for 2nd Increment**

HDR Engineering Facilitator	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NRD Total	NDNR	Total
Upper Platte Basinwide Plan	\$ 43,440.90	\$ 43,440.90	\$ 43,440.90	\$ 43,440.90	\$ 43,440.90	\$ 217,204.50	\$ 217,204.50	\$ 434,409.00

Remaining totals by Contributor

PBC Budget Years 1 to 3 Review and Amendments  
Updated 5/31/2016

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
<b>Total 3 Year Budget</b>	<b>\$ 904,200.00</b>	<b>\$ 2,125,200.00</b>	<b>\$ 184,800.00</b>	<b>\$ 1,333,200.00</b>	<b>\$ 2,052,600.00</b>	<b>\$ 6,600,000.00</b>	<b>\$ 9,900,000.00</b>	<b>\$ 6,600,000.00</b>	<b>\$ 23,100,000.00</b>
Amendment 1 Total (Dec-13) [NPNRD lease & Easement]	\$ -	\$ 121,788.00	\$ -	\$ -	\$ -	\$ 121,788.00	\$ -	\$ 9,432.00	\$ 131,220.00
Amendment 2 Total (Dec-13) [fall 2013 gw recharge]	\$ 6,000.00	\$ -	\$ 2,970.00	\$ 112,199.34	\$ 10,930.00	\$ 132,099.34	\$ -	\$ 198,149.00	\$ 330,248.34
Amendment 3 Total (Aug-14) [spring 2014 gw recharge]	\$ -	\$ -	\$ 600.00	\$ 258,121.50	\$ 3,600.00	\$ 262,321.50	\$ -	\$ 264,421.50	\$ 526,743.00
Amendment 4 Total (Feb-15) [spring-winter 2014-2015, phelps gw recharge]	\$ -	\$ -	\$ -	\$ 239,435.90	\$ -	\$ 239,435.90	\$ -	\$ 295,595.75	\$ 535,031.65
<b>Total Amendment Budget</b>	<b>\$ 6,000.00</b>	<b>\$ 121,788.00</b>	<b>\$ 3,570.00</b>	<b>\$ 609,756.74</b>	<b>\$ 14,530.00</b>	<b>\$ 755,644.74</b>	<b>\$ -</b>	<b>\$ 767,598.25</b>	<b>\$ 1,523,242.99</b>
<b>Total 3 Year Budget &amp; Amendments</b>	<b>\$ 910,200.00</b>	<b>\$ 2,246,988.00</b>	<b>\$ 188,370.00</b>	<b>\$ 1,942,956.74</b>	<b>\$ 2,067,130.00</b>	<b>\$ 7,355,644.74</b>	<b>\$ 9,900,000.00</b>	<b>\$ 7,367,598.25</b>	<b>\$ 24,623,242.99</b>

Feb 2015 Meeting  
Feb 2015 Meeting

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	\$ 1,802,256.66	\$ 1,564,330.00	\$ 7,359,940.66	\$ 9,900,000.00	\$ 7,374,042.25	\$ 24,633,982.83

PBC Project	Cnt #	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Project	NDNR Amount Paid	Project Status - Notes	NDNR Remaining
North Platte NRD Lease/Recharge - Cow Camp	see status	\$ -	\$ 196,758.00	\$ -	\$ -	\$ -	\$ 196,758.00	\$ 121,887.00	\$ 173,250.00	\$ 491,895.00	\$ -	Draft Contract	\$ 295,137.00
Phase II North Dry Creek	488	\$ -	\$ -	\$ -	\$ 23,348.78	\$ -	\$ 23,348.78	\$ 25,603.36	\$ -	\$ 48,952.14	\$ 25,603.36	Paid - January 21, 2015	\$ -
J-2 Reregulating Reservoir	574	\$ 1,168,500.00	\$ -	\$ -	\$ 1,168,500.00	\$ 934,800.00	\$ 3,271,800.00	\$ 4,907,700.00	\$ 6,426,750.00	\$ 14,606,250.00	\$ 9,672,791.83	Partial Payment, under contract (12/30/2014)	\$ 1,661,658.17
N-CORPE	778	\$ -	\$ -	\$ -	\$ -	\$ 615,000.00	\$ 615,000.00	\$ 922,500.00	\$ -	\$ 1,537,500.00	\$ 900,000.00	Partial Paid - September 4, 2014; draft amend	\$ 22,500.00
Industrial Baseline Offset SPNRD	N/A	\$ -	\$ -	\$ 4,296.00	\$ -	\$ -	\$ 4,296.00	\$ -	\$ 6,444.00	\$ 10,740.00	\$ 2,148.00	Parital Payment - June 16, 2015	\$ 4,296.00
Grandview Permanent Retirement	see status	\$ -	\$ 6,288.00	\$ -	\$ -	\$ -	\$ 6,288.00	\$ -	\$ 9,432.00	\$ 15,720.00	\$ 9,432.00	Paid - October 28, 2015	\$ -
Orchard-Alfalfa Canal Rehabilitation	615	\$ 1,665,578.40	\$ -	\$ -	\$ -	\$ -	\$ 1,665,578.40	\$ 2,498,367.60	\$ -	\$ 4,163,946.00	\$ 2,498,367.60	Paid - June 10, 2015	\$ -
Re-Use Pits Recharge Project Spring 2014	N/A	\$ -	\$ -	\$ 600.00	\$ -	\$ 3,600.00	\$ 4,200.00	\$ -	\$ 6,300.00	\$ 10,500.00	\$ 6,300.00	Paid - April 17, 2015	\$ -
Thirty-Mile & Orchard Transfer from CPNRD easement package	616 & 615	\$ 118,682.40	\$ -	\$ -	\$ -	\$ -	\$ 118,682.40	\$ 178,023.60	\$ -	\$ 296,706.00	\$ 178,023.60	Paid - January 21, 2015	\$ -
CPNRD conservation easement package*	618	\$ 623,681.20	\$ -	\$ -	\$ -	\$ -	\$ 623,681.20	\$ 935,521.80	\$ -	\$ 1,559,203.00	\$ 935,521.80	Paid - October 8, 2014	\$ -
2014 E65 Canal and Elwood Reservoir Recharge Project (spring 2014)	771	\$ -	\$ -	\$ -	\$ 258,121.50	\$ -	\$ 258,121.50	\$ -	\$ 258,121.50	\$ 516,243.00	\$ 258,121.50	Paid - August 6, 2014	\$ -
Fall 2013 GW recharge	585-588/622-624	\$ 6,000.00	\$ -	\$ 2,970.00	\$ 112,199.34	\$ 10,930.00	\$ 132,099.34	\$ -	\$ 198,149.00	\$ 330,248.34	\$ 198,149.00	Paid - December 12, 2013	\$ -
Cozad & Thirty-Mile (PBHEP Overruns)	592 & 616	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	\$ 300,000.00	\$ -	\$ 500,000.00	\$ 300,000.00	Paid - September 24, 2014	\$ -
Spring 2014 E65 Canal and Elwood Reservoir Recharge Project	771	\$ -	\$ -	\$ -	\$ 34,378.65	\$ -	\$ 34,378.65	\$ -	\$ 34,378.50	\$ 68,757.15	\$ 34,378.50	Paid - February 26, 2015	\$ -
Fall/Winter 2014-2015 E65 Canal and Elwood Reservoir Recharge Project	800	\$ -	\$ -	\$ -	\$ 205,057.25	\$ -	\$ 205,057.25	\$ -	\$ 205,057.25	\$ 410,114.50	\$ 205,057.25	Paid - March 31, 2015	\$ -
Phelps Canal Diversion Project (DNR/PRRIP)	799	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,160.00	\$ 56,160.00	\$ 56,160.00	Paid - March 31, 2015	\$ -
Fall/Winter 2014-2015 E65 Canal and Elwood Reservoir Recharge Project	800	\$ -	\$ -	\$ -	\$ 651.14	\$ -	\$ 651.14	\$ 10,396.56	\$ -	\$ 11,047.70	\$ 10,396.56	Paid - March 15, 2016	\$ -
<b>Totals by Contributor</b>		\$ 3,782,442.00	\$ 203,046.00	\$ 7,866.00	\$ 1,802,256.66	\$ 1,564,330.00	\$ 7,359,940.66	\$ 9,899,999.92	\$ 7,374,042.25	\$ 24,633,982.83			

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DNR Total	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Project
Budget Difference from Original 3 year budget	\$ (2,878,242.00)	\$ 1,922,154.00	\$ 176,934.00	\$ (469,056.66)	\$ 488,270.00	\$ (759,940.66)	\$ 0.08	\$ (774,042.25)	\$ (1,533,982.83)

Specific Project Amendments	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Project
J-2 Reservoir (original)	\$ 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

Additional funding committed in years 4-6

\* 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  
 \*\*\* TBNRD & DNR transferred \$0.08 from Spring 2014 E65 Canal and Elwood project to Fall/Winter 2014-2015 E65 Canal and Elwood Project to start closing out financial books  
 \*\*\*\* Funds were transferred from the North Dry Creek Project to Fall/Winter 2014-2015 E65 Canal & Elwood Excess Flow Project. In the amounts of TBNRD = \$615.14 & DNR \$10,396.56

J-2 Working on the last payment options

PBC Years 4 to 6 Budget Review

Updated 5/31/2016

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

PBC Project	Cnt #	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Project	NDNR Amount Paid	Project Status	NDNR Remaining	AF Remaining	Meeting Motion Ref.
North Platte NRD Lease/Recharge - Cow Camp	see status	\$ -	\$ 221,197.00	\$ -	\$ -	\$ -	\$ 221,197.00	\$ 331,795.50	\$ -	\$ 552,992.50	\$ -	Draft Contract received	\$ 331,795.50	-	Jun 2013 pg 2 #7 C
Orchard-Alfalfa Canal Rehabilitation	615	\$ 501,038.88	\$ -	\$ -	\$ -	\$ -	\$ 501,038.88	\$ 488,106.29	\$ -	\$ 520,786.00	\$ 488,106.29	Paid - March 9, 2016	\$ -	-	Jun 2013 Pg 2 #7 B
N-CORPE	778	\$ -	\$ -	\$ -	\$ -	\$ 1,730,071.10	\$ 1,730,071.10	\$ 2,595,106.66	\$ -	\$ 4,325,177.76	\$ -	Under Contract	\$ 2,595,106.66	-	Aug 2013 pg 3 #8 B
J-2 Reregulating Reservoir	574	\$ 403,161.12	\$ -	\$ -	\$ 403,161.12	\$ 322,528.90	\$ 1,128,851.14	\$ 2,217,386.16	\$ 1,693,276.70	\$ 5,039,514.00	\$ -	Under Contract	\$ 3,910,662.86	-	Aug 2013 Pg 3 #8 A
Platte Valley Irrigation District	588	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ -	\$ 5,000.00	\$ -	Under Contract	\$ 3,000.00	-	June 2015 Pg 2 #5 C
Western Irrigation District	587	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 4,200.00	\$ 6,000.00	\$ 9,000.00	\$ -	\$ 15,000.00	\$ -	Under Contract	\$ 9,000.00	-	June 2015 Pg 2 #5 C
Suburban Irrigation District	586	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ -	\$ 5,000.00	\$ -	Under Contract	\$ 3,000.00	-	June 2015 Pg 2 #5 C
Fall/Winter 2015 E65 Canal and Elwood Reservoir Recharge Project	800	\$ -	\$ -	\$ -	\$ 148,928.00	\$ -	\$ 148,928.00	\$ 148,928.00	\$ -	\$ 297,856.00	\$ 148,928.00	Paid - October 14, 2015	\$ -	-	Aug 2015 Pg 2 #5 C
NPNRD Retirement Agreement - Hardt and Tighe	see status	\$ -	\$ 151,630.50	\$ -	\$ -	\$ -	\$ 151,630.50	\$ 227,445.75	\$ -	\$ 379,076.25	\$ -	*** see below (draft contract)	\$ 227,445.75	-	June 2015 Pg 4 #7 A
E65 Canal and Elwood Reservoir (4,500 acre ft) amd (5,000 acre ft)	571	\$ -	\$ -	\$ -	\$ 96,252.00	\$ -	\$ 96,252.00	\$ 96,252.00	\$ -	\$ 192,504.00	\$ 83,557.56	Partial Paid March 15, 2016	\$ 12,694.44	500	Dec 2015 Pg 3 #5 C
Phelps Canal (7,000 acre ft)	571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,100.00	\$ 51,100.00	\$ 39,874.90	Partial Payment March 15, 2016	\$ 11,225.10	1,423	Dec 2015 Pg 3 #5 C
Oliver Reservoir Streamflow Enhancement Project	571	\$ -	\$ -	\$ 184,800.00	\$ -	\$ -	\$ 184,800.00	\$ 277,200.00	\$ -	\$ 462,000.00	\$ -	draft contract	\$ 277,200.00	-	Dec 2015 Pg 4 #7 A
<b>Totals by Contributor</b>		<b>\$ 904,200.00</b>	<b>\$ 372,827.50</b>	<b>\$ 186,600.00</b>	<b>\$ 648,341.12</b>	<b>\$ 2,060,800.00</b>	<b>\$ 4,172,768.62</b>	<b>\$ 6,397,220.36</b>	<b>\$ 1,744,376.70</b>	<b>\$ 11,846,006.51</b>					

Remaining Financial Commitments by Contributor	\$ -	\$ 1,752,372.50	\$ (1,800.00)	\$ 684,858.88	\$ (8,200.00)	\$ 2,427,231.38	\$ 3,502,779.64	\$ (51,100.00)	\$ 6,347,270.19
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\*\*\* NPNRD Retirement Agreement - Hardt & Tighe project calculations were taken from the June 18th meeting minutes. \$126,358.75 x 3= \$379,076.25; NPNRD cost at 40% is \$151,630.50 and DNR cost at 60% is \$227,445.75

\*\* E65 & Elwood Recharge Project reached maximum acre feet at 17,000

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

\*\*\* Phelps Canal invoice was paid in the amount of \$4,599 and has 1,423 remaining acre feet

New Projects but no mataching dollars	Cnt #	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total NRD	DNR (NET Transfer)	DNR General Fund	Total by Project	Meeting Motion Ref.
Western Irrigation District	587	\$ -	\$ -	\$ 600.00	\$ -	\$ 1,400.00	\$ 2,000.00	\$ -	\$ 3,000.00	\$ 5,000.00	Dec 2015 Pg 3 #5 C



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

Phone: 402.435.5441  
Fax: 402.435.7108

## MEMORANDUM

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

**From:** Marc Groff

**Date:** 19 April 2016

**Re:** Progress Report – Contract #571

**Period:** 1 March 2016 through 31 March 2016

### **Work Completed this Period:**

1. Efforts this period were focused on
  - a. Reviewing and incorporating updated commingled pumping and canal seepage information for the Irrigation Efficiency scenario runs in the WWUM model area.

**Billings for this period are \$4,677.50 -- for a billing-to-date of \$85,373.25.**

### **Deliverables**

1. TFG received updated commingled pumping and surface water delivery information from ARI on 22 March for the irrigation efficiency scenarios.
2. TFG received updated canal seepage information from ARI on 25 March for the irrigation efficiency scenarios.

**Concerns:** Landuse information from 2006 through 2010 within the COHYST model area has not yet been finalized. Modeling efforts in that area are currently on hold pending the availability of that information.

### **Work Projected for Next Period:**

1. Updating the low and high irrigation efficiency scenarios within the WWUM area with the revised commingled pumping, surface water delivery, and canal seepage information.
2. Initiate efforts to evaluate minimum (No-Till) and maximum (circa 1950s) tillage through the integrated model in the WWUM area.



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

PBC Meeting  
 June 2, 2016  
 Attachment F

# Invoice

Date	Invoice #
4/29/2016	16-1893

Bill To
<b>Department of Natural Resources</b> <b>301 Centennial Mall South</b> <b>PO Box 94676</b> <b>Lincoln, NE 68509-4676</b>

PROJECT DESCRIPTION		BILLING PERIOD		TERMS
POAC Conservation Study		3/1/2016 - 3/31/2015		Net 30
Employee Class	Work Description	Qty	Rate	Amount
Water Resources Special...	Dataset Development	8.75	110.00	962.50
Designer/GIS Specialist	General GIS / Database Support	9	95.00	855.00
Senior Engineer	Project Coordination	5	165.00	825.00
				2,642.50
Subs	Subcontractors Fee - ARI Invoice 1694	1	2,035.00	2,035.00
		<b>Total</b>		<b>\$4,677.50</b>
		<b>Balance Due</b>		<b>\$4,677.50</b>



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

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

# Adaptive Resources, Inc.

## Invoice

Date	Invoice #
03/26/2016	1694
Terms	Due Date
Net 30	04/25/2016

### Bill To

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

Amount Due	Enclosed
\$13,976.25	

Please detach top portion and return with your payment.

Date	Account Summary	Amount
02/26/2016	Balance Forward	\$11,941.25
	Payments and credits between 02/26/2016 and 03/26/2016	0.00
	New charges (details below)	2,035.00
	Total Amount Due (activity through 03/26/2016)	13,976.25

Date	Activity	Quantity	Rate	Amount
	<b>Conservation Measures Study</b>			
	<b>Week starting 03/21/2016</b>			
03/21/2016	Access Database Work	1:00	85.00	85.00
03/21/2016	Conservation measures datasets and deliverables: Comingled pumping for NPR and PC, conveyance loss, Parcel to Model ID relationship table	4:00	120.00	480.00
03/22/2016	Conservation measures datasets and deliverables: Comingled pumping for NPR and PC, conveyance loss, Parcel to Model ID relationship table	1:00	120.00	120.00
03/23/2016	Conservation measures datasets and deliverables: Comingled pumping for NPR and PC, conveyance loss, Parcel to Model ID relationship table	3:00	120.00	360.00
03/24/2016	Conservation measures datasets and deliverables: Comingled pumping for NPR and PC, conveyance loss, Parcel to Model ID relationship table	8:00	120.00	960.00
03/25/2016	Conservation measures datasets and deliverables: Comingled pumping for NPR and PC, conveyance loss, Parcel to Model ID relationship table	0:15	120.00	30.00
	<b>SUBTOTAL - Conservation Measures Study = \$2,035.00</b>			

We appreciate your business.

<b>Total Of New Charges</b>	\$2,035.00
<b>Total Amount Due</b>	\$13,976.25

**THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT**  
**MEMORANDUM**

To: Jerry Kenny, PH.D., Executive Director - PRRIP  
Jeff Fassett, Director - Nebraska Department of Natural Resources  
Diane Wilson, COO/CFO - Nebraska Community Foundation

From: Don Kraus, PE, General Manager - CNPPID

Subject: Quarterly J-2 Regulating Reservoir Report - through March 2016

Date: May 25, 2016

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**Progress Report**

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

**Financial Report**

Funds received to date	\$ 20,475,000.00
J-2 Operating Fund	\$ 10,786,941.87
Construction Phase Decommissioning Fund	2,252,443.50
Construction Phase Reserve Fund	2,653,158.21
Construction Phase Project Fee	374,108.31
<b>Total</b>	<b>\$ 16,066,651.89</b>
March Expenses not Reflected in Bank Balance	301,474.19
<b>Adjusted Quarterly Balance as of March 31</b>	<b>\$ 15,765,177.70</b>
J2 Project Expense 1st Quarter 2016	346,926.31
J2 Project Expenses 2013	77,400.79
J2 Project Expenses 2014	1,570,395.85
J2 Project Expenses 2015	2,715,099.35
<b>Total J-2 Project Expenses Paid Through March 2016</b>	<b>\$ 4,709,822.30</b>



## Quarterly Report No. 10

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### **J-2 Regulating Reservoirs Project**

**Report Period:** March to May, 2016

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

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

#### **General Project Management and Project Implementation Tasks**

- Continued to coordinate as a team through recurring teleconferences.
- Maintained a Project website to provide information to the public.
- Continued to hold topic-specific coordination meetings to support various aspects of permitting and engineering.
- Continued to manage specialized sub consultants related to environmental and cultural resource permitting.
- Revised the overall Project schedule to reflect the changes in project concept.
- Began working to revise the agreement between Central and the Program to reflect a single reservoir concept.
- Held a meeting at Central's offices to collaborate on strategies and tasks to perform during the next 6 months and to evaluate possible effects of land ownership/access on the long term Project schedule.

#### **Permitting Activities**

- Met with Program to discuss development of a purpose and need statement that would facilitate overall 404 permitting requirements on the Project.
- Continued preparation of the Phase I archeological reports.
- Continued report preparation for the wetland and stream data collection and functional assessment.
- Completed evaluation of the 2015 water quality data and confirmed that additional sampling and testing is needed during 2016 to support establishment of baseline water quality data. Began confirming that 2016 data collection for water quality would meet all requirements of the study plan.



- Met with FERC in Washington D.C. to discuss the changes to the project concept and schedule.
- Continued to evaluate and discuss the change to a single reservoir concept and the expected permitting process.
- Continued development of the Phase II CRSP.
- Continued to develop an approach to consultations with the Pawnee Nation.

#### **Land Purchase Activities**

- Paused discussions with Landowners until a new agreement between Central and the Program had been reached.

#### **Water Rights Petition Filing**

- No work was performed on this task.

#### **Engineering Tasks**

- Advanced 14 exploratory boreholes to evaluate the feasibility of the seepage barrier wall.
- Installed seven new monitoring wells, to assist in evaluating the feasibility of the seepage barrier wall.
- Began evaluation of geotechnical data related to feasibility of the barrier wall concept.
- Continued to monitor the groundwater levels at 28 monitoring well locations along the Phelps Canal and around the proposed reservoir areas.
- Continued laboratory testing and compilation of geotechnical data.
- Began evaluation of the Unnamed Tributary Structure to evaluate options for reducing Project costs.
- Continued evaluating a VE concept proposed by the special advisor to the Program.
- Began evaluation of using geophysical techniques to explore the low-permeability layers at the Project.

#### **Tasks Anticipated for the Next Quarter**

- Begin collecting water quality data for 2016 in accordance with the approved study plan.
- Complete a draft of the Phase II CRSP and issue for stakeholder comment.
- Complete and file with FERC and Nebraska SHPO the reports from the Phase I and Cultural Resource studies.



- Complete the reports of the wetlands survey and stream functional assessment. Issue draft reports for preliminary USACE review and stakeholder review.
- Continue development of purpose and need statement, and approach to obtain the USACE 404 permit.
- Finalize the revised agreement between Central and the Program.
- Potentially resume negotiations to access land for continued geotechnical and cultural resource studies.
- Continue evaluation of the feasibility of a barrier wall seepage management system.
- Continue engineering tasks to advance the concept for a single reservoir project.

### Potential Issues:

The key issues for the Project at this time are:

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

AGREEMENT

This Agreement is made effective this 11<sup>th</sup> day of September 2014, by and between, Shirley R. Hardt, as Trustee of the Donald V. Hardt Testamentary Trust and Hardt's Island, LLC hereinafter "LANDOWNER" and the North Platte Natural Resources District, hereinafter "NPNRD".

WHEREAS, NPNRD is a political subdivision of the State of Nebraska, responsible for regulating certain uses of ground water, including the responsibility of reducing ground water depletions in the overappropriated portion of its District. The NPNRD is required through its Integrated Management Plan and Basin-Wide Plan, enacted pursuant to the provisions of the Ground Water Management and Protection Act (Neb. Rev. Stat. §§46-701 to 46-754), to offset certain depletions to the North Platte River;

WHEREAS, the NPNRD has determined that this is best done by entering into voluntary agreements with landowners to retire certified ground water irrigated acres, whereby the NPNRD can receive a credit toward its depletion offset requirements; and

WHEREAS, LANDOWNER is willing to enter into an agreement with the NPNRD by which he/she/it permanently retires his/her/its certified ground water irrigated acres and the withdrawal of ground water for irrigation purposes from the regulated irrigation well(s) serving those acres while retaining full ownership rights to his/her/its real estate, for agreed upon compensation;

IT IS THEREFORE AGREED AS FOLLOWS:

1. **RETIREMENT OF CERTIFIED ACREAGE.** LANDOWNER shall permanently retire the withdrawal and use of ground water from registered wells G-011729 and G-106420, hereinafter "REGULATED WELLS", for irrigation purposes on acres certified by the NPNRD as certification number 3096 consisting of 136.5 ground water irrigated acres, located on the following described real estate in Scotts Bluff County, Nebraska:

Township 21 North, Range 53 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska

Section 26: Lots 6, 7 and 8; including all accretions thereto.

Section 27: Lots 6, 7 and 8; including all accretions thereto.

The above described acres, subject to the Agreement, are shown on the map attached hereto and incorporated herein as Exhibit 1 (hereinafter "RETIRED LANDS").

INST. 2015 3077

LANDOWNER shall execute any and all documents required by NPNRD or the Nebraska Department of Natural Resources to accomplish this purpose.

2. **COMPENSATION.** In exchange, the NPNRD will pay to LANDOWNER the sum of \$644,962.50, computed at the rate of \$315.00 per certified acre, in 15 equal annual installments of \$42,997.50 each, with the first due and payable on April 20, 2015, and on the 20<sup>th</sup> day of April of each of the 14 consecutive years thereafter until paid in full.
3. **OWNERSHIP RIGHTS/LIMITATIONS.** LANDOWNER shall retain his/her/its full ownership rights in the RETIRED LANDS, with the limitation that the RETIRED LANDS shall not be irrigated with either ground or surface water. LANDOWNER may continue to engage in dryland farming practices and livestock grazing on the premises. Any crops, grasses, forage or any other vegetation planted by LANDOWNER must be approved by the NPNRD. For example, no deep rooted vegetation such as alfalfa may be planted or maintained on the RETIRED LANDS.
4. **DRYLAND MANAGEMENT REQUIREMENTS.** No use, except for those uses allowed in the Agreement or approved by the NPNRD prior to the use, shall be made of the RETIRED LANDS by LANDOWNER which will consume ground water, including, but not limited to, the following: (1) Pits or other excavated areas that would expose, drain, tile or consume ground water; (2) Mining, sand or gravel operations; (3) Energy exploration and development, except for the exclusive purpose of providing an energy source(s) for domestic and/or range livestock water on the RETIRED LANDS (e.g., solar panels or windmills); (4) Industrial, commercial, agricultural or residential development on the RETIRED LANDS unless prior written approval is granted by the NPNRD.

NPNRD, acting by and through its respective employees and agents, has the right to enter the RETIRED LANDS at any reasonable time for the purpose of inspecting the RETIRED LANDS to monitor and determine compliance with the terms of this Agreement. Prior notification to LANDOWNER is not required.

5. **WATER WELL.** LANDOWNER shall not be precluded from using the REGULATED WELLS for normal household or domestic uses, or watering range livestock (excluding confined livestock in numbers beyond the natural carrying capacity of the RETIRED LANDS). Prior to use of the REGULATED WELLS for these purposes, the LANDOWNER must file the appropriate forms with the Nebraska Department of Natural

Resources, hereinafter "NDNR", regarding the changes in use and pumping information of the REGULATED WELLS. A copy of such filed forms shall be provided to the NPNRD within fifteen (15) days following submission to the NDNR. No water well capable of pumping more than 50 gallons per minute may be constructed or operated on the RETIRED LANDS by LANDOWNER. Such wells may be used only for household or domestic uses or watering range livestock (excluding confined livestock in numbers beyond the natural carrying capacity of the RETIRED LANDS).

6. **WEED CONTROL AND EROSION CONTROL.**

The parties agree that the RETIRED LANDS must be stabilized such that noxious weeds do not proliferate and blowing dust and other erosion does not occur.

LANDOWNER acknowledges that he/she/it has primary responsibility to accomplish the erosion and weed control and may consult with the NPNRD on available options.

Nevertheless, if the erosion and weed control does not occur, the NPNRD may take steps to provide appropriate erosion control and weed control, as it deems necessary in its good faith discretion. LANDOWNER hereby grants the NPNRD permission to enter upon the RETIRED LANDS and undertake whatever erosion and weed control measures the NPNRD deems necessary. Expenses of the NPNRD related to this operation will be deducted from subsequent annual payments.

7. **SALE OF REAL ESTATE.** The parties recognize that LANDOWNER may desire to sell all or part of the RETIRED LANDS. Nothing herein shall preclude LANDOWNER from selling the RETIRED LANDS, provided however, that such RETIRED LANDS shall remain subject to the terms of this Agreement.

8. **RELEASE OF INFORMATION.** LANDOWNER authorizes the release of information about this Agreement to the media, the public, and government agencies by the NPNRD. Contact information may be provided by the NPNRD for promotional and participant recognition.

9. **AUTHORITY.** Each party to this Agreement, by signature hereto, represents that he/she/it is fully authorized and empowered to enter into this Agreement, and that the contracting party is duly authorized and empowered to accomplish the purposes of this Agreement. LANDOWNER hereby represents and warrants that he/she/it is the owner of

the RETIRED LANDS with full authority to enter into this Agreement and bind the same.

10. **BINDING.** This Agreement shall extend to and is also binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto, shall be enforceable by any such persons or entities, and shall run with the RETIRED LANDS.

11. **REMEDIES.** In the event that either party defaults in the performance of any of its obligations under this Agreement, each party shall have all remedies provided by law or equity, including the right of specific performance against the other.

12. **RECORDATION FOLLOWING THE EXECUTION OF THIS AGREEMENT.**

The NPNRD shall cause this Agreement to be recorded with the Scotts Bluff County Register of Deeds.

13. **NOTICES.** All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by United States mail, first class postage prepaid, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Nothing herein shall be construed to preclude personal service of any notice in the manner prescribed for personal services of a summons or other legal process. All notices required to be given hereunder shall be delivered to:

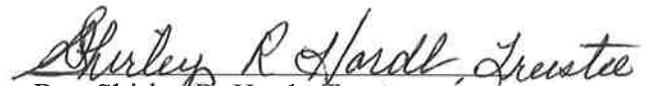
North Platte Natural Resources District  
Attn: John Berge  
100547 Airport Road  
P.O. Box 280  
Scottsbluff, NE 69363-0280

Shirley R. Hardt  
605 W. 36<sup>th</sup> Street  
Scottsbluff, NE 69361

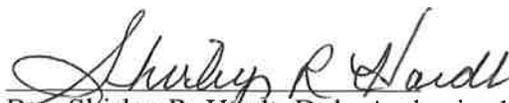
North Platte Natural Resources District

Donald V. Hardt Testamentary Trust

  
By: John Berge, General Manager  
Date: 9/11/14

  
By: Shirley R. Hardt, Trustee  
Date: 9-11-14

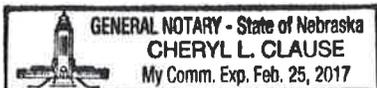
Hardt's Island, LLC

  
By: Shirley R. Hardt, Duly Authorized Member  
Date: 9-11-14

INST. 2015 3077

COUNTY OF SCOTTS BLUFF )  
 ) ss.  
STATE OF NEBRASKA )

The foregoing instrument was acknowledged before me on this 11 day of September, 2014, by John Berge, General Manager of the North Platte Natural Resources District, a Nebraska Political Subdivision on behalf of said Natural Resources District.

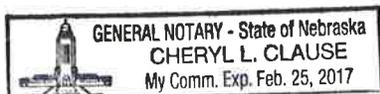


Cheryl L. Clause  
Notary Public

My Commission Expires:

COUNTY OF SCOTTS BLUFF )  
 ) ss.  
STATE OF NEBRASKA )

The foregoing instrument was acknowledged before me on this 11 day of September, 2014, by Shirley R. Hardt, as Trustee of the Donald V. Hardt Testamentary Trust.

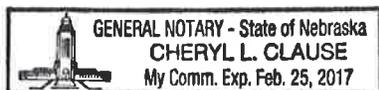


Cheryl L. Clause  
Notary Public

My Commission Expires:

COUNTY OF SCOTTS BLUFF )  
 ) ss.  
STATE OF NEBRASKA )

The foregoing instrument was acknowledged before me on this 11 day of September, 2014, by Shirley R. Hardt, as Duly Authorized Member of the Hardt's Island LLC.



Cheryl L. Clause  
Notary Public

My Commission Expires:

# Donald V. Hardt Testamentary Trust and Hardt's Island, LLC Retirement (Exhibit 1)



 Certified Well

 Donald V. Hardt Testamentary Trust and Hardt's Island, LLC

0 700 1,400 2,800 Feet



Date: 9/9/2014



## AGREEMENT

This Agreement is made effective this 17 day of September, 2014, by and between, Matt Tighe, hereinafter "LANDOWNER" and the North Platte Natural Resources District, hereinafter "NPNRD".

WHEREAS, NPNRD is a political subdivision of the State of Nebraska, responsible for regulating certain uses of ground water, including the responsibility of reducing ground water depletions in the overappropriated portion of its District. The NPNRD is required through its Integrated Management Plan and Basin-Wide Plan, enacted pursuant to the provisions of the Ground Water Management and Protection Act (Neb. Rev. Stat. §§46-701 to 46-754), to offset certain depletions to the North Platte River;

WHEREAS, the NPNRD has determined that this is best done by entering into voluntary agreements with landowners to retire certified ground water irrigated acres, whereby the NPNRD can receive a credit toward its depletion offset requirements; and

WHEREAS, LANDOWNER is willing to enter into an agreement with the NPNRD by which he/she/it permanently retires his/her/its certified ground water irrigated acres and the withdrawal of ground water for irrigation purposes from the regulated irrigation well(s) serving those acres while retaining full ownership rights to his/her/its real estate, for agreed upon compensation;

IT IS THEREFORE AGREED AS FOLLOWS:

1. **RETIREMENT OF CERTIFIED ACREAGE.** LANDOWNER shall permanently retire the withdrawal and use of ground water from registered wells G-042544, G042545, G-042546 and G-042547, hereinafter "REGULATED WELLS", for irrigation purposes on acres certified by the NPNRD as certification number 1759 consisting of 440 ground water irrigated acres, located on the following described real estate in Scotts Bluff County, Nebraska:

Township 26 North, Range 57 West of the 6<sup>th</sup> P.M., Sioux County, Nebraska

Section 6: SW/4

Section 7: SW/4; NW/4

Township 26 North, Range 58 West of the 6<sup>th</sup> P.M., Sioux County, Nebraska

Section 1: SE/4

Section 12: SE/4; NE/4

The above described acres, subject to the Agreement, are shown on the map attached hereto and incorporated herein as Exhibit 1 (hereinafter "RETIREED LANDS").

LANDOWNER shall execute any and all documents required by NPNRD or the Nebraska Department of Natural Resources to accomplish this purpose.

2. **COMPENSATION.** In exchange, the NPNRD will pay to LANDOWNER the sum of \$1,617,000.00, computed at the rate of \$245.00 per certified acre per year, in 30 equal bi-annual installments of \$53,900.00 each, with the first due and payable on or before October 20, 2014, and on or before May 20 and October 20 of each year thereafter until paid in full (last payment due on or before May 20, 2029).
3. **OWNERSHIP RIGHTS/LIMITATIONS.** LANDOWNER shall retain his/her/its full ownership rights in the RETIREED LANDS, with the limitation that the RETIREED LANDS shall not be irrigated with either ground or surface water. LANDOWNER may continue to engage in dryland farming practices and livestock grazing on the premises. Any crops, grasses, forage or any other vegetation planted by LANDOWNER must be approved by the NPNRD. For example, no deep rooted vegetation such as alfalfa may be planted or maintained on the RETIREED LANDS.
4. **DRYLAND MANAGEMENT REQUIREMENTS.** No use, except for those uses allowed in the Agreement or approved by the NPNRD prior to the use, shall be made of the RETIREED LANDS by LANDOWNER which will consume ground water, including, but not limited to, the following: (1) Pits or other excavated areas that would expose, drain, tile or consume ground water; (2) Mining, sand or gravel operations; (3) Energy exploration and development, except for the exclusive purpose of providing an energy source(s) for domestic and/or range livestock water on the RETIREED LANDS (e.g., solar panels or windmills); (4) Industrial, commercial, agricultural or residential development on the RETIREED LANDS unless prior written approval is granted by the NPNRD.

NPNRD, acting by and through its respective employees and agents, has the right to enter the RETIREED LANDS at any reasonable time for the purpose of inspecting the RETIREED LANDS to monitor and determine compliance with the terms of this Agreement. Prior notification to LANDOWNER is not required.
5. **WATER WELL.** LANDOWNER shall not be precluded from using the REGULATED WELLS for normal household or domestic uses, or watering range livestock (excluding

confined livestock in numbers beyond the natural carrying capacity of the RETIRED LANDS). Prior to use of the REGULATED WELLS for these purposes, the LANDOWNER must file the appropriate forms with the Nebraska Department of Natural Resources, hereinafter "NDNR", regarding the changes in use and pumping information of the REGULATED WELLS. A copy of such filed forms shall be provided to the NPNRD within fifteen (15) days following submission to the NDNR. No water well capable of pumping more than 50 gallons per minute may be constructed or operated on the RETIRED LANDS by LANDOWNER. Such wells may be used only for household or domestic uses or watering range livestock (excluding confined livestock in numbers beyond the natural carrying capacity of the RETIRED LANDS). If REGULATED WELLS will be used for normal household or domestic uses, or watering range livestock

6. **WEED CONTROL AND EROSION CONTROL.** The parties agree that the RETIRED LANDS must be stabilized such that noxious weeds do not proliferate and blowing dust and other erosion does not occur. LANDOWNER acknowledges that he/she/it has primary responsibility to accomplish the erosion and weed control and may consult with the NPNRD on available options. Nevertheless, if the erosion and weed control does not occur, the NPNRD may take steps to provide appropriate erosion control and weed control, as it deems necessary in its good faith discretion. LANDOWNER hereby grants the NPNRD permission to enter upon the RETIRED LANDS and undertake whatever erosion and weed control measures the NPNRD deems necessary. Expenses of the NPNRD related to this operation will be deducted from subsequent annual payments.
7. **SALE OF REAL ESTATE.** The parties recognize that LANDOWNER may desire to sell all or part of the RETIRED LANDS. Nothing herein shall preclude LANDOWNER from selling the RETIRED LANDS, provided however, that such RETIRED LANDS shall remain subject to the terms of this Agreement.
8. **RELEASE OF INFORMATION.** LANDOWNER authorizes the release of information about this Agreement to the media, the public, and government agencies by the NPNRD. Contact information may be provided by the NPNRD for promotional and participant recognition.

9. **AUTHORITY.** Each party to this Agreement, by signature hereto, represents that he/she/it is fully authorized and empowered to enter into this Agreement, and that the contracting party is duly authorized and empowered to accomplish the purposes of this Agreement. LANDOWNER hereby represents and warrants that he/she/it is the owner of the RETIRED LANDS with full authority to enter into this Agreement and bind the same.
10. **BINDING.** This Agreement shall extend to and is also binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto, shall be enforceable by any such persons or entities, and shall run with the RETIRED LANDS.
11. **REMEDIES.** In the event that either party defaults in the performance of any of its obligations under this Agreement, each party shall have all remedies provided by law or equity, including the right of specific performance against the other.
12. **RECORDATION FOLLOWING THE EXECUTION OF THIS AGREEMENT.**  
The NPNRD shall cause this Agreement to be recorded with the Scotts Bluff County Register of Deeds.
13. **NOTICES.** All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by United States mail, first class postage prepaid, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Nothing herein shall be construed to preclude personal service of any notice in the manner prescribed for personal services of a summons or other legal process. All notices required to be given hereunder shall be delivered to:

North Platte Natural Resources District  
 Attn: John Berge  
 100547 Airport Road  
 P.O. Box 280  
 Scottsbluff, NE 69363-0280

Matt Tighe  
~~47761 State Hwy 91~~ 1770 Henry Rd  
~~Ericson, NE 69367~~ Henry NE 69358 MAT.

North Platte Natural Resources District

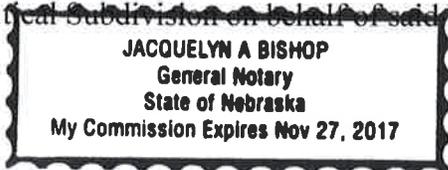
Matt Tighe

  
 By: John Berge, General Manager  
 Date: 9/23/2014

  
 Date: 9-17-14

COUNTY OF SCOTTS BLUFF )  
 ) ss.  
STATE OF NEBRASKA )

The foregoing instrument was acknowledged before me on this 23<sup>rd</sup> day of September 2014,  
by John Berge, General Manager of the North Platte Natural Resources District, a Nebraska  
Political Subdivision on behalf of said Natural Resources District.



*Jacquelyn A. Bishop*  
Notary Public

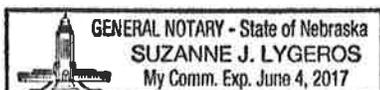
My Commission Expires:

COUNTY OF SCOTTS BLUFF )  
 ) ss.  
STATE OF NEBRASKA )

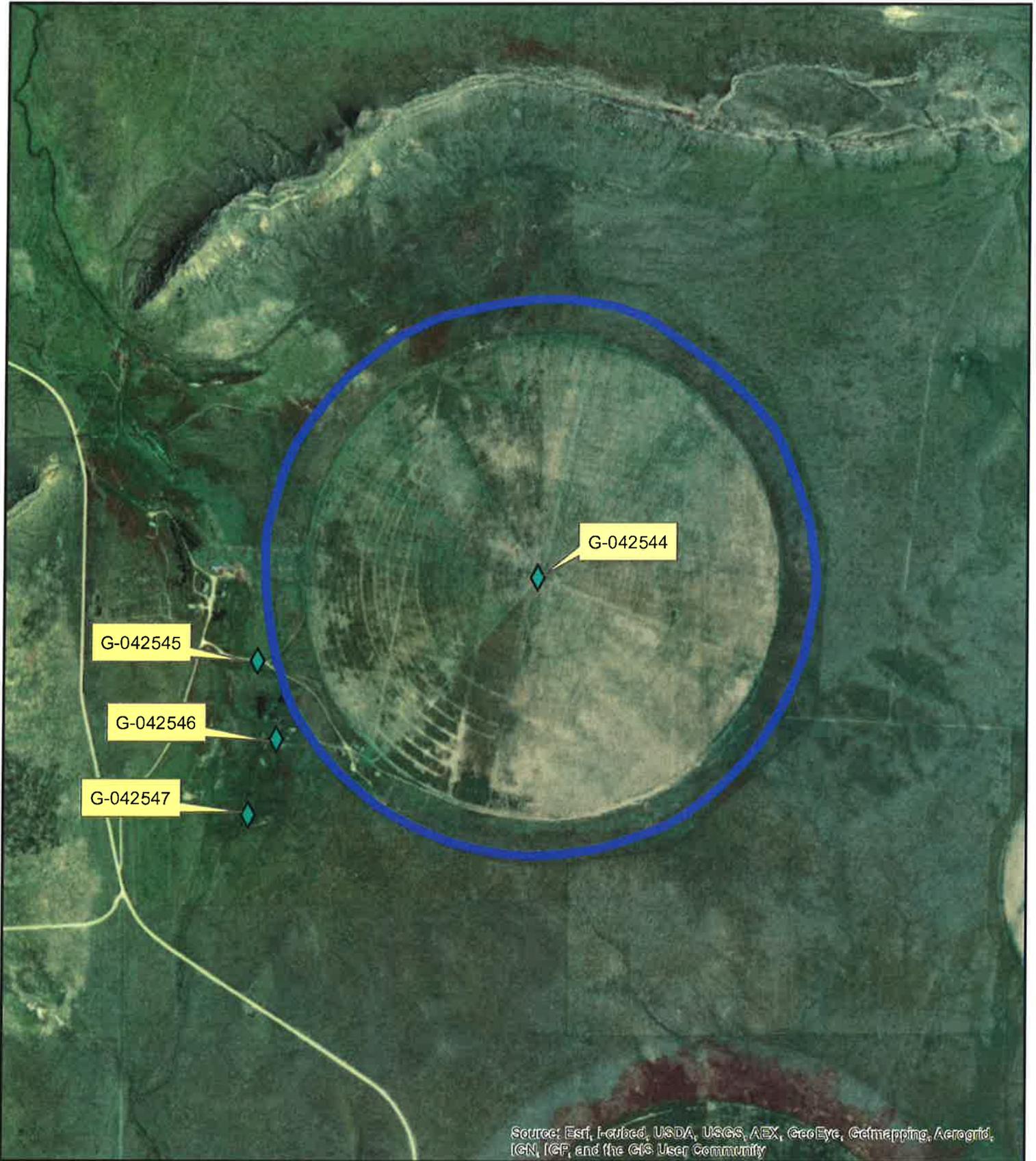
The foregoing instrument was acknowledged before me on this 17 day of September 2014,  
by Matt Tighe.

*[Signature]*  
Notary Public

My Commission Expires:



# Matt Tighe Retirement (Exhibit 1) 440 Acres



 Certified Wells

 Matt Tighe Certification

0 5501,100 2,200 Feet



Date: 9/16/2014



**AGREEMENT**

This Agreement is made effective this 8<sup>th</sup> day of January, 2015, by and between, Matt Tighe, hereinafter “LANDOWNER” and the North Platte Natural Resources District, hereinafter “NPNRD”.

WHEREAS, NPNRD is a political subdivision of the State of Nebraska, responsible for regulating certain uses of ground water, including the responsibility of reducing ground water depletions in the overappropriated portion of its District. The NPNRD is required through its Integrated Management Plan and Basin-Wide Plan, enacted pursuant to the provisions of the Ground Water Management and Protection Act (Neb. Rev. Stat. §§46-701 to 46-754), to offset certain depletions to the North Platte River;

WHEREAS, the NPNRD has determined that this is best done by entering into voluntary agreements with landowners to retire certified ground water irrigated acres, whereby the NPNRD can receive a credit toward its depletion offset requirements; and

WHEREAS, LANDOWNER is willing to enter into an agreement with the NPNRD by which he/she/it permanently retires his/her/its certified ground water irrigated acres and the withdrawal of ground water for irrigation purposes from the regulated irrigation well(s) serving those acres while retaining full ownership rights to his/her/its real estate, for agreed upon compensation;

IT IS THEREFORE AGREED AS FOLLOWS:

1. **RETIREMENT OF CERTIFIED ACREAGE.** LANDOWNER shall permanently retire the withdrawal and use of ground water from registered wells G-042532, G-042533, G-042534, G-042535 and G-042536, hereinafter “REGULATED WELLS”, for irrigation purposes on acres certified by the NPNRD as certification number 1758

consisting of 481 ground water irrigated acres, located on the following described real estate in Scotts Bluff County, Nebraska:

Township 26 North, Range 57 West of the 6<sup>th</sup> P.M., Sioux County, Nebraska  
Section 18: W/2; W/2E/2;

Township 26 North, Range 58 West of the 6<sup>th</sup> P.M., Sioux County, Nebraska  
Section 13: E/2SE/4; SE/4NE/4, NE/4NE/4; Excepting a tract of land more particularly described as follows: Referring to the northeast corner of said Section 13; Thence on the north line of said Section 13, N87°12'24"W for a distance of 60.84 feet, said point also being the true point of beginning; Thence continuing on said north line, N87°12'24"W, to the northwest corner of the NE/4NE/4 of said Section 13, being a distance of 1,265.78 feet; Thence on the west line of said NE/4NE/4 S02°31'06"W, for a distance of 1,016.75 feet; Thence N53°54'44"E, for a distance of 1,619.76 feet to the true point of beginning.

The above described acres, subject to the Agreement, are shown on the map attached hereto and incorporated herein as Exhibit 1 (hereinafter "RETIRED LANDS").

LANDOWNER shall execute any and all documents required by NPNRD or the Nebraska Department of Natural Resources to accomplish this purpose.

2. **COMPENSATION.** In exchange, the NPNRD will pay to LANDOWNER the sum of \$1,767,675.00, computed at the rate of \$245.00 per certified acre per year, in 30 equal bi-annual installments of \$58,922.50 each, with the first due and payable on or before February 20, 2015, the second due and payable on or before August 20, 2015, and on or before February 20 and August 20 of each year thereafter until paid in full (last payment due on or before August 20, 2029).
3. **OWNERSHIP RIGHTS/LIMITATIONS.** LANDOWNER shall retain his/her/its full ownership rights in the RETIRED LANDS, with the limitation that the RETIRED LANDS shall not be irrigated with either ground or surface water. LANDOWNER may continue to engage in dryland farming practices and livestock grazing on the premises. Any crops, grasses, forage or any other vegetation planted by LANDOWNER must be approved by the NPNRD. For example, no deep rooted vegetation such as alfalfa may be planted or maintained on the RETIRED LANDS.
4. **DRYLAND MANAGEMENT REQUIREMENTS.** No use, except for those uses allowed in the Agreement or approved by the NPNRD prior to the use, shall be made of

the RETIRED LANDS by LANDOWNER which will consume ground water, including, but not limited to, the following: (1) Pits or other excavated areas that would expose, drain, tile or consume ground water; (2) Mining, sand or gravel operations; (3) Energy exploration and development, except for the exclusive purpose of providing an energy source(s) for domestic and/or range livestock water on the RETIRED LANDS (e.g., solar panels or windmills); (4) Industrial, commercial, agricultural or residential development on the RETIRED LANDS unless prior written approval is granted by the NPNRD.

NPNRD, acting by and through its respective employees and agents, has the right to enter the RETIRED LANDS at any reasonable time for the purpose of inspecting the RETIRED LANDS to monitor and determine compliance with the terms of this Agreement. Prior notification to LANDOWNER is not required.

5. **WATER WELL.** LANDOWNER shall not be precluded from using the REGULATED WELLS for normal household or domestic uses, or watering range livestock (excluding confined livestock in numbers beyond the natural carrying capacity of the RETIRED LANDS). Prior to use of the REGULATED WELLS for these purposes, the LANDOWNER must file the appropriate forms with the Nebraska Department of Natural Resources, hereinafter "NDNR", regarding the changes in use and pumping information of the REGULATED WELLS. A copy of such filed forms shall be provided to the NPNRD within fifteen (15) days following submission to the NDNR. No water well capable of pumping more than 50 gallons per minute may be constructed or operated on the RETIRED LANDS by LANDOWNER. Such wells may be used only for household or domestic uses or watering range livestock (excluding confined livestock in numbers beyond the natural carrying capacity of the RETIRED LANDS). If REGULATED WELLS will be used for normal household or domestic uses, or watering range livestock
6. **WEED CONTROL AND EROSION CONTROL.** The parties agree that the RETIRED LANDS must be stabilized such that noxious weeds do not proliferate and blowing dust and other erosion does not occur. LANDOWNER acknowledges that he/she/it has primary responsibility to accomplish the erosion and weed control and may consult with the NPNRD on available options. Nevertheless, if the erosion and weed control does not occur, the NPNRD may take steps to provide appropriate erosion control and weed control, as it deems necessary in its good faith discretion. LANDOWNER

hereby grants the NPNRD permission to enter upon the RETIRED LANDS and undertake whatever erosion and weed control measures the NPNRD deems necessary. Expenses of the NPNRD related to this operation will be deducted from subsequent annual payments.

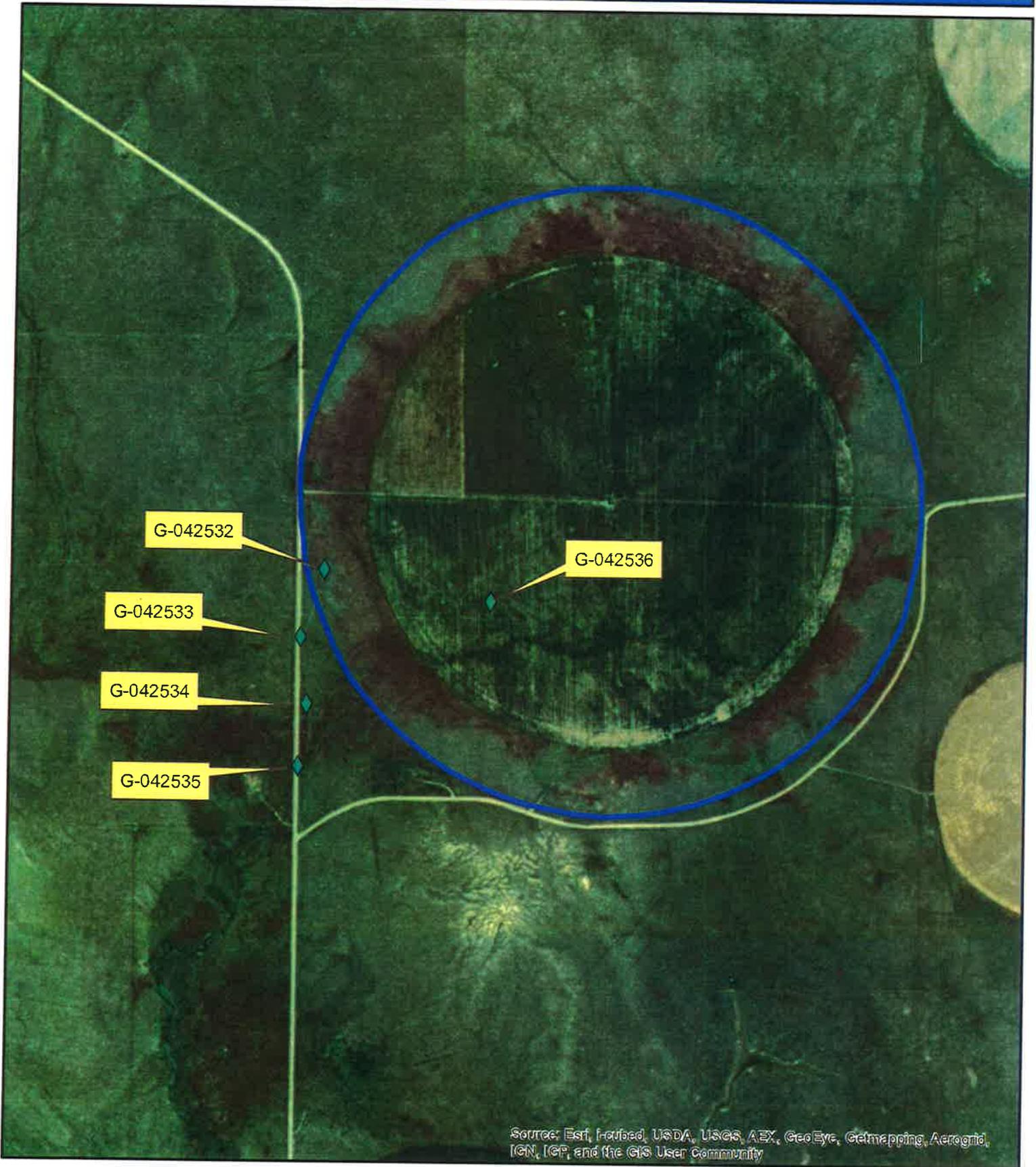
7. **SALE OF REAL ESTATE.** The parties recognize that LANDOWNER may desire to sell all or part of the RETIRED LANDS. Nothing herein shall preclude LANDOWNER from selling the RETIRED LANDS, provided however, that such RETIRED LANDS shall remain subject to the terms of this Agreement.
8. **RELEASE OF INFORMATION.** LANDOWNER authorizes the release of information about this Agreement to the media, the public, and government agencies by the NPNRD. Contact information may be provided by the NPNRD for promotional and participant recognition.
9. **AUTHORITY.** Each party to this Agreement, by signature hereto, represents that he/she/it is fully authorized and empowered to enter into this Agreement, and that the contracting party is duly authorized and empowered to accomplish the purposes of this Agreement. LANDOWNER hereby represents and warrants that he/she/it is the owner of the RETIRED LANDS with full authority to enter into this Agreement and bind the same.
10. **BINDING.** This Agreement shall extend to and is also binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto, shall be enforceable by any such persons or entities, and shall run with the RETIRED LANDS.
11. **REMEDIES.** In the event that either party defaults in the performance of any of its obligations under this Agreement, each party shall have all remedies provided by law or equity, including the right of specific performance against the other.
12. **RECORDATION FOLLOWING THE EXECUTION OF THIS AGREEMENT.**  
The NPNRD shall cause this Agreement to be recorded with the Scotts Bluff County Register of Deeds.
13. **NOTICES.** All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by United States mail, first class postage prepaid, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Nothing herein shall be construed to preclude



# Matt Tighe Retirement (Exhibit 1)

481 Acres

PBC Meeting  
June 2, 2016  
Attachment H



Source: Esri, Interbid, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

◆ Certified Wells  
□ Matt Tighe Certification

0 5001,000 2,000 Feet  
Date: 12/31/2014

## **AGREEMENT**

### **Between**

The State of Nebraska, Department of Natural Resources

### **And**

The North Platte Natural Resources District

WHEREAS, the North Platte Natural Resources District (NPNRD) has adopted an integrated management plan in which it has committed to offset depletions to streamflows in the Platte River Basin; and

WHEREAS, the State of Nebraska, Department of Natural Resources (Department), the NPNRD, the South Platte Natural Resources District, the Twin Platte Natural Resources District, the Central Platte Natural Resources District, and the Tri-Basin Natural Resources District have entered into the Platte Basin Water Project Coalition Interlocal Cooperative Agreement (PBC), which specifies that contracts such as this one would be entered into; and

WHEREAS, the Department has the authority to expend funds from the Water Resources Cash Fund to aid water management actions taken to reduce consumptive uses of water or to enhance streamflows or groundwater recharge in river basins, subbasins, or reaches which are deemed by the department overappropriated or fully appropriated; and

WHEREAS, the principal purpose of developing agreements between the NPNRD and landowners is to retire permanently the use of groundwater on irrigated acres to offset depletions to the Platte River Basin from consumptive uses of groundwater; and

WHEREAS, such permanent agreements may require commitments for funding over a long term, in some instances spanning many years.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### **SECTION 1 DEFINITIONS**

“Retirement Agreement” means a contract entered into by the NPNRD and one or more landowners to cease permanently the consumptive use of groundwater on certain lands served by groundwater for irrigation.

“Eligible Reimbursement” means the monetary amount due to the NPNRD for projects approved for funding through the PBC, pursuant to the terms and conditions of each project approval.

## SECTION 2 REQUIRED PAYMENTS

Pursuant to the terms and conditions of the NPNRD's three Retirement Agreements which are the subject of this Agreement (Attachment 1), the NPNRD is obligated to pay landowners fixed payments for the retirement of groundwater use as set forth in each Retirement Agreement. The combined total payment due to the landowners, pursuant to the terms of the Retirement Agreements, is \$268,642.50 per year for fifteen (15) years. Payment amounts and payment schedules for each Retirement Agreement are shown in Attachment 2.

For the purposes of long-term Eligible Reimbursement of Retirement Agreement payments as agreed to through the PBC, the Department agrees to transfer to the NPNRD the current remaining unobligated balance of the NPNRD's portion of available PBC funds. The one-time transfer to the NPNRD shall not exceed \$1,989,157.50.

The NPNRD agrees to place transferred PBC funds, not to exceed \$1,989,157.50, in a dedicated bank account. The NPNRD further agrees to transfer funds from the dedicated bank account to its operating account for the purpose of Eligible Reimbursement payments, in amounts not to exceed a total of \$132,610.50 per year until funds in the dedicated bank account are fully expended, EXCEPT THAT the first transfer made by the NPNRD following the establishment of the dedicated bank account shall be the combined total Eligible Reimbursement for Retirement Agreement payments made by the NPNRD prior to the transfer of Eligible Reimbursement funds to the NPNRD by the Department. This first Eligible Reimbursement transfer amount shall not exceed \$207,469.13. Eligible Reimbursement payment amounts and reimbursement schedule are shown in Attachment 2.

The Department and the NPNRD agree that any interest accrued on the transferred funds resulting from placement in the dedicated bank account shall be used by the NPNRD for Eligible Reimbursement payments or for institution fees associated with the maintenance of the dedicated bank account.

## SECTION 3 REQUIRED REPORTING

For each Retirement Agreement for which Eligible Reimbursements will be made under the terms of this Agreement, the NPNRD shall transmit to the Department copies of the following documents, if such documents are available: (1) the signed Retirement Agreement; (2) the Retirement Agreement or a memorandum of agreement showing that the Retirement Agreement has been recorded with the county register of deeds; (3) a report of title showing title in the owner who entered into the Retirement Agreement; (4) a signed subordination agreement by any lender of record; and (5) notice of water well decommissioning or water well modification form filed with the Department for any water wells decommissioned or modified under the terms of the Retirement Agreement.

The NPNRD agrees that, not less than five (5) days prior to the transfer of an Eligible Reimbursement payment from the dedicated bank account to the NPNRD's operating account, the NPNRD shall notify the Department in writing of the intent to transfer funds. The written notification must include the date of the transfer, the total amount of funds to be transferred, and

a copy of the processed Retirement Agreement payment made by the NPNRD (i.e., cancelled check or equivalent) for which an Eligible Reimbursement is due to the NPNRD. Upon receipt of the written notification from the NPNRD, the Department agrees to notify the NPNRD in writing to confirm that Eligible Reimbursement may occur.

The NPNRD agrees to provide to the Department, not earlier than June 30 but not later than August 1 of each year, an annual statement of Eligible Reimbursements transferred during the preceding fiscal year from the dedicated bank account in which PBC funds have been deposited, the total funds remaining in the account, interest accrued in the account, and any institutional fees paid to maintain the account.

#### SECTION 4 TERMINATION

The NPNRD agrees that, in the event that one or more of the three Retirement Agreements which are the subject of this Agreement (Attachment 1) is terminated by either party to the Retirement Agreement prior to the end of the fifteen-year payment period, the NPNRD will reimburse to the Department the remaining balance of PBC funds, less any interest accrued, that would otherwise have been transferred to the NPNRD for Eligible Reimbursement of payments toward the terminated Retirement Agreement. For any Retirement Agreement which is terminated prior to the end of the fifteen-year payment period, the NPNRD will also refund to the Department the difference between the Eligible Reimbursement payments already transferred to NPNRD, which are calculated as shown in Attachment 3, and a Department reimbursement rate of 40% of the maximum reimbursable cost per acre included under the terminated Retirement Agreement.

The NPNRD shall notify the Department of any such termination of a Retirement Agreement not more than ten (10) days following notice to the NPNRD that the Retirement Agreement will be terminated. Upon receipt of such notice from the NPNRD, the Department will advise the NPNRD in writing of the process for returning funds from the dedicated bank account to the Department. The NPNRD will include on its annual statement any return of funds from the NPNRD to the Department.

Any party may terminate their participation in this Agreement upon sixty (60) days' written notice to the other party, or to its successor. Upon termination, the NPNRD agrees to return to the Department any unspent PBC funds remaining in the dedicated bank account, less any interest accrued.

#### SECTION 5 NOTICES

Any notice under this Agreement shall be in writing and shall be conveyed to the names and addresses hereafter or to any designated successor or address:

State of Nebraska  
Department of Natural Resources  
P O Box 94676  
Lincoln, NE 68509-4676

North Platte Natural Resources District  
P O Box 280  
Scottsbluff, NE 69363-0280

#### SECTION 6 WAIVERS

Any waiver at any time by any Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other default or matter.

#### SECTION 7 AMENDMENTS

This Agreement may be amended only by written agreement among all of the parties.

#### SECTION 8 EFFECTIVE DATE

The effective date of this Agreement shall be the date that the last party signs this Agreement.

#### SECTION 9 DURATION

This Agreement shall remain in effect for fifteen (15) years from the date of the effective date, unless terminated as provided in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

State of Nebraska  
Department of Natural Resources

By: \_\_\_\_\_  
Gordon W Fassett, P.E., Director  
Date: \_\_\_\_\_

North Platte Natural Resources District

By: \_\_\_\_\_  
John Berge, General Manger  
Date: \_\_\_\_\_

**Retirement Agreement Payment Schedule**

<b>Retirement Agreement</b>	<b>Total annual payment</b>	<b>Installment payment</b>	<b>Installment due date (each year)</b>	<b>End of payment period</b>	<b>Total of payments made to date (current 5/23/16)</b>
Hardt	\$ 42,997.50	\$ 42,997.50	April	2029	\$ 85,995.00
Tighe I	\$ 107,800.00	\$ 53,900.00	May	2029	\$ 161,700.00
		\$ 53,900.00	October		
Tighe II	\$ 117,845.00	\$ 58,922.50	February	2029	\$ 176,767.50
		\$ 58,922.50	August		
<b>TOTALS</b>	<b>\$ 268,642.50</b>				<b>\$ 424,462.50</b>

**Eligible Reimbursement Payment Schedule**

<b>Retirement Agreement</b>	<b>Total annual eligible reimbursement</b>	<b>Eligible reimbursement installment</b>	<b>Eligible reimbursement due date (each year)</b>	<b>End of eligible reimbursement period</b>
Hardt	\$ 17,106.75	\$ 17,106.75	April	2029
Tighe I	\$ 55,165.97	\$ 27,582.99	May	2029
		\$ 27,582.98	October	
Tighe II	\$ 60,337.78	\$ 30,168.89	February	2029
		\$ 30,168.89	August	
<b>TOTALS</b>	<b>\$ 132,610.50</b>			

Additional information on how amounts in Column T of "Submission Data" sheet were derived.

2014-15 pivot irrigated avg land value*	\$	3,625.00 /acre
2014-15 non-till pasture avg value*	\$	490.00 /acre
<b>difference</b>	<b>\$</b>	<b>3,135.00 /acre</b>

DNR will reimburse up to 60% of difference between irr/nonirr value (PBHEP protocol)  
 $\$ 3,135.00 \times .6 = \$ 1,881.00$  per acre maximum reimbursement

<u>Acres retired per property</u>	<u>Maximum reimbursement amount</u>
Hardt property = 136.5	136.5 * \$1,881/ac = \$ 256,756.50
Tighe I property = 440	440 * \$1,881/ac = \$ 827,640.00
Tighe II property = 481	481 * \$1,881/ac = \$ 904,761.00
	<b>TOTAL \$ 1,989,157.50 maximum reimbursement</b>
	<b>\$ 132,610.50 per year for 15 years</b>

<u>Apportionment to each agreement (%)</u>	<u>Apportionment of annual reimbursement</u>
Hardt proportion = 12.9	Hardt payment = \$ 17,106.75 (1 annual reimbursement installr
Tighe I proportion = 41.6	Tighe I payment = \$ 55,165.97 (2 installments of \$27,580.99 ea.
Tighe II proportion = 45.5	Tighe II payment = \$ 60,337.78 (2 installments of \$30,168.89 ea.
	<b>TOTAL \$ 132,610.50</b>

\*Source: Jansen, Jim, and Wilson, Roger. Nebraska Farm Real Estate Market Highlights 2014-2015. UNL Dept of Agriculture. [agecon.unl.edu/realestate](http://agecon.unl.edu/realestate) (last accessed 12/15/2015)

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Tract name	Legal Description			SDF	Acres	Avg. accretion to NPR (af/yr)	Conversion
	Sec	Twn	Rg				
Hardt	26 27	21	53W	100%	136.5	143.4	irr to grass
Tighe I 1759	6 7	26	57W	100%	440.0	456.9	irr to grass
	1 12	26	58W				
Tighe II 1758	18	26	57W	100%	481.0	510.0	irr to grass
	13	26	58W				
Total					1,057.5	1,110.3	

\*Exceeds remaining PBC funding available.

**Table 1**  
**NRD Submission Data**

Well Reg #	Well ID	SW?	Amount paid by NRD/acre	Amount paid by NRD/year	Amount paid to date	PBHEP Zone	Area
G-011729	16783	n/a	\$4,725.00	\$42,997.50	\$85,995.00	1	OA
G-106420	123457						
G-042544	49840	n/a	\$3,675.00	\$107,800.00	\$161,700.00	2	OA
G-042545	49841						
G-042546	49842					1	
G-042547	49843						
G-042532	49828	n/a	\$3,675.00	\$117,845.00	\$176,767.50	2	OA
G-042533	49829						
G-042534	49830					1	
G-042535	49831						
G-042536	49832						
				\$268,642.50	\$424,462.50		

6/17/2010 Protocol Type	Priority	% Paid DNR	Total Amount Requested from DNR*
1	90%	60%	\$256,756.50
1	75%	60%	\$827,640.00
	90%		
1	75%	60%	\$904,761.00
	90%		

\$1,989,157.50