Platte Basin Coalition Committee DRAFT Minutes

Special Meeting

June 25th, 2018, 11:00 a.m. TPNRD Office, North Platte, NE

Call to order and attendance: The meeting was called to order by Kent Miller. Attendees are listed below and included as *Attachment A*:

Melissa Mosier	NeDNR	John Thorburn	TBNRD
Jennifer Schellpeper	NeDNR	Larry Reynolds	TPNRD
Jesse Bradley	NeDNR	John Berge	NPNRD
Ann Dimmitt	TPNRD	Rod Horn	SPNRD
Kent Miller	TPNRD	Lyndon Vogt	CPNRD
		Brandi Flyr	CPNRD

- 1. Welcome and Open Meetings Act: Miller noted that a copy of the Nebraska Open Meetings Act was available in the meeting room.
- 2. Publication of Meeting Notices: Notice (*Attachment B*) of this meeting was published in the Scottsbluff Star Herald (June 21, 2018), the Kearney Hub (June 21, 2018), and the North Platte Telegraph (June 21, 2018).
- **3.** Agenda Modifications: There were no modifications to the agenda (*Attachment C*).
- 4. Amendment to extend the Platte Basin Water Project Coalition Interlocal Cooperative Agreement: The current interlocal cooperative agreement (ILCA) (Attachment D) for the Platte Basin Coalition (PBC) is set to expire in July 2018. PBC members discussed amending the current ILCA in order to extend both the term and budget (Attachment E). The term will be extended an additional three years (2018-2020). Members discussed a series of options (Attachment F) for allocating the extended budget, and finally decided to distribute the three-year budget by NRD based on the percentages listed in the motion below. Members also reviewed other provisions of the ILCA, including: requirement that an annual budget is adopted by formal resolution of the PBC on or before April 15th of each year; after reaching 1997 levels of depletions, redistribution of annual budget allocations by PBC NRDs based on relative contributions to the overall difference between overappropriated and fully appropriated; and ability of PBC NRDs to release Water Resources Cash Fund matching funds for redistribution if they are unable to contribute their total relative contribution to the three-year budget.

Motion: To approve allocation of the the FY 2018-2020 Platte Basin Coalition budget by NRD using the distribution below:

FY (2018-2020) Platte Basin Coalition Budget Distribution							
CPNRD	NPNRD	SPNRD	TBNRD	TPNRD			
27.6%	2.8%	2.8%	4.7%	62.1%			

Vogt motioned. Schellpeper seconded. The motion passed with all ayes.

Motion: To approve amendment of the Platte Basin Colaition ILCA, extending the term of the ILCA by three years (2018-2020).

Thorburn motioned. Horn seconded. The motion passed with all ayes.

- **A.** "Protocol for Platte Basin Coalition Funding": NeDNR continues to make revisions to this document, per discussion at the June 5, 2018, PBC meeting. A revised version will be shared prior to the August 17, 2018, PBC meeting.
- B. "Platte Basin Coalition General Protocol of Activities Needed to Secure Conservation Easements": NeDNR continues to make revisions to this document, per discussion at the June 5, 2018, PBC meeting. A revised version will be shared prior to the August 17, 2018, PBC meeting.
- 5. Public Comments: There were no public comments.
- 6. Adjourn: The meeting adjourned at 12:15 p.m.

PBC Meeting June 25, 2018 Attachment A

PLATTE BASIN COALITION MEETING							
Meeting Date: June 25, 2018							
Place/Room: TPNRD Office							

Name: Agency: E-Mail: 1 ONR MEUSSA. MOSIEN HELSA. HOG ENGNSKLARICA. C.W. B NEDNR Jesse 10.080 brut , Onebroska.gov Brand CANRD Slyre cond PAIRA nde 10 P. VP spird.org r Keynolds Pamail.com BARD larryreyno TRRV ri-Basin NRD ibasinned-org jthorburn Qti W m adimmitta IPNRD tpnrd.nra Komiller Ya NEDUR eni jeaniter. Schell peper a neboska. gov Go P.pel

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 Monday, June 25, 2018, at 11:00 a.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: <u>www.dnr.nebraska.gov</u>. 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:	<u>http://www.spnrd.org</u> or phone (308) 254-2377 551 Parkland Drive, Sidney, NE 69162
TBNRD:	http://www.tribasinnrd.org or phone (308) 995-6688 1723 Burlington Street, Holdrege, NE 68949
TPNRD:	http://www.tpnrd.org or phone (308) 535-8080 111 S Dewey Street, North Platte, NE 69101
partment:	http://www.dnr.nebraska.gov or phone (402) 471-236

Department: <u>http://www.dnr.nebraska.gov</u> or phone (402) 471-2363 301 Centennial Mall South, 4th Floor, Lincoln, NE 68508

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

DRAFT Agenda Platte Basin Coalition Meeting

June 25, 2018, 11:00 a.m. TPNRD Office, Great Western Bank Building, North Platte, NE

- 1. Welcome and Open Meetings Act
- 2. Publication of Meeting Notices
- 3. Agenda Modifications
- 4. Amendment to extend the Platte Basin Water Project Coalition Interlocal Cooperation Agreement
 - A. "Protocol for Platte Basin Coalition Funding"
 - B. "Platte Basin Coalition General Protocol of Activities Needed to Secure Conservation Easements"
- 5. Public Comments
- 6. Adjourn

Date	Meeting	Time	Location
July 18, 2018	Basin-Wide Annual Meeting	11:00 a.m.	TPNRD Office, North Platte
August 17, 2018	POAC/PBC	10:30 a.m. / 1:30 p.m.	TPNRD Office, North Platte
September 19, 2018	SPG	10:30 a.m.	Holiday Inn Express, North Platte
October 2, 2018	POAC/PBC	10:30 a.m. / 1:30 p.m.	TPNRD Office, North Platte
December 6, 2018	POAC/PBC	10:30 a.m. / 1:30 p.m.	TPNRD Office, North Platte

PBC Meeting June 25, 2018 Attachment D

Contract No.: 571

PLATTE BASIN WATER PROJECT COALITION INTERLOCAL COOPERATION AGREEMENT

This Platte Basin Water Project Coalition Interlocal Cooperation Agreement (the "Agreement") is entered into by and among

SOUTH PLATTE NATURAL RESOURCES DISTRICT ("SPNRD"); TWIN PLATTE NATURAL RESOURCES DISTRICT ("TPNRD"); NORTH PLATTE NATURAL RESOURCES DISTRICT ("NPNRD"); TRI-BASIN NATURAL RESOURCES DISTRICT ("TBNRD"); CENTRAL PLATTE NATURAL RESOURCES DISTRICT ("CPNRD"); and NEBRASKA DEPARTMENT OF NATURAL RESOURCES ("Department");

all of which are political subdivisions, or is a Department, of and are situated in the State of Nebraska and jointly referred to as "Parties" and individually as "Party". The natural resources districts are sometimes collectively referred to as "NRDs".

WITNESSETH:

RECITALS

A. The Parties desire to work together, under the auspices of the Interlocal Cooperation Act, *Neb. Rev. Stat.* §§ 13-801 through 13-827 (the "Act"), to make the most efficient use of their authorities and other powers by enabling them to cooperate with one another on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of each Party.

B. The Parties desire to enter into an interlocal agreement with one another to jointly and cooperatively utilize any power or powers, privileges or authorities exercised or capable of exercise individually by such public entities.

C. The Department has certain statutory authorities and responsibilities particularly pertaining to the surface water of the state, and also authorities and responsibilities granted under the Nebraska Ground Water Management and Protection Act, *Neb. Rev. Stat.* §§ 46-701- 46-754 ("GWMPA") for integrated management of hydrologically connected ground water and surface water. For purposes of projects and proposals, the Department has authority to expend funds from the Water Resources Cash Fund to aid management actions taken to reduce consumptive uses of water or to enhance streamflows or ground water recharge in river basins, subbasins, or reaches which are deemed by the Department overappropriated or fully appropriated pursuant to the GWMPA or are the subject of an interstate compact or decree or a formal state contract or agreement.

D. The NRDs are organized and existing pursuant to Neb. Rev. Stat. §§ 2- 3201 et seq. and have certain statutory authorities and responsibilities, particularly pertaining to the

ground water in their respective areas of the State, and also authorities and responsibilities granted by the GWMPA for integrated management of hydrologically connected ground water and surface water.

E. The Department and each NRD have jointly developed an Integrated Management Plan (IMP) pursuant to the GWMPA and have jointly developed the Basin-Wide Plan for Joint Integrated Water Resources Management of Overappropriated Portions of the Platte River Basin, Nebraska (Basin-Wide Plan).

F. The State of Nebraska entered into the Platte River Recovery Implementation Program (the "PRRIP") on or about January 1, 2007. The PRRIP is a basin-wide cooperative endeavor by the states of Nebraska, Wyoming, and Colorado and the United States through the Department of Interior to conserve Platte River flows that support habitats ("the habitat") of four threatened and endangered species; i.e. the piping plover, least tern, whooping crane and pallid sturgeon, by controlling and reducing water depletions to the River and by other means. The geographic area covered by the PRRIP is the Platte River Basin upstream of the confluence of the Loup and Platte Rivers.

G. The flows in the Platte River and the habitat are affected by many things including the use of water diverted directly from the Platte River, pumping of groundwater that is hydrologically connected to the Platte River and activities that prevent overland runoff from reaching the Platte River.

H. The GWMPA requires offsets for certain depletions to the Platte River and the PRRIP also calls for offsets for certain depletions to the Platte River. Frequently, reducing depletions (creating accretions) to the Platte River can be achieved best through joint projects and endeavors that provide benefits to the entire Platte River without regard to political boundaries.

I. The Parties desire to enter into this Agreement as a joint and cooperative undertaking to jointly undertake projects to satisfy the terms of the PRRIP, requirements of the GWMPA, and provisions in the IMPs and the Basin-Wide Plan.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, it is agreed by and among the Parties hereto as follows:

SECTION 1 PARTIES

1.01 All Parties to this Agreement are public agencies within the meaning of NEB. REV. STAT. §13-803.

SECTION 2 AUTHORITY

2.01 Art. XV, Sec. 18 of the Constitution of the State of Nebraska and the Act authorize any two (2) or more public entities to enter into agreements with one another for joint or cooperative action in regard to the exercise or enjoyment jointly of any power or powers, privileges, or authority exercised or capable of exercise by such public entities.

2.02 The Parties enter into this Agreement pursuant to the authority conferred on each of them under the Act.

2.03 No part of this Interlocal Cooperation Agreement may be or shall be interpreted as relieving the Department of Natural Resources of any obligation or responsibility it may have to regulate water use or to compel compliance with any laws, regulations, interstate compacts or interstate agreements or as a delegation of its responsibilities and obligations to the parties of this Agreement or the administrators of the BASIN COALITION. No part of this Interlocal Cooperation Agreement may be or shall be interpreted as relieving the natural resources districts of any obligation or responsibility it may have to regulate water use or to compel compliance with any laws, regulations, interstate compacts or interstate agreements or as a delegation of its responsibilities and obligations to the parties of this Agreement or the administrators of the BASIN COALITION. No part of interstate agreements or as a delegation of responsibility it may have to regulate water use or to compel compliance with any laws, regulations, interstate compacts or interstate agreements or as a delegation of its responsibilities and obligations to the parties of this Agreement or the administrators of the BASIN COALITION.

SECTION 3 DURATION

3.01 Subject to partial or complete termination of this Agreement as hereinafter provided, the duration of this Agreement shall be for a period of six (6) years from the execution date of this Agreement by the last Party, unless extended or terminated by the mutual agreement of all parties hereto.

SECTION 4 JOINT ENTITY

4.01 The parties hereby create the Platte Basin Water Project Coalition (hereinafter referred to as "Basin Coalition") as a separate legal entity. The BASIN COALITION shall be governed by the terms hereof and shall be the instrument through which and by which the Parties to this Agreement pursue the purposes described in this Agreement.

SECTION 5 PURPOSES

5.01 The purposes of this Agreement within the meaning of NEB. REV. STAT. §13-804(3) (c) are to meet the terms of the PRRIP, requirements of the GWMPA, and provisions in the IMPs and the Basin-Wide Plan.

Partially, the purpose will be fulfilled by implementing the requirements and obligations made by the Parties in a grant application to the Nebraska Environmental Trust ("NET") for NET project number 12-119, the Platte Basin Water Management Action Initiative ("Initiative") to fund the Water Resources Cash Fund ("WRCF"). The grant application includes projects to study, develop and implement management actions taken to reduce the consumptive uses of water or to enhance streamflows or ground water recharge in river basins, subbasins, or reaches which are deemed overappropriated or fully appropriated or subject to an interstate agreement. The IMPs describe various studies to be carried out by the Department and the NRDs; two examples are: (1) a study of excess flows in the Upper Platte River, and their impacts on the future operations of potential management action projects; (2) a study to identify the difference between the current and fully appropriated levels of development, including the effects of conservation measures.

The Parties understand that the funds committed and/or contributed by the Parties, pursuant to the terms of this Agreement, will be expended for the following types of water management actions:

5.01.1.1 Conjunctive use of surface water irrigation projects,

5.01.1.2 Reservoir development for storage and release or retiming of recharge,

5.01.1.3 Water leasing,

5.01.1.4 Transfer existing surface water appropriations to instream flow appropriations or to the environmental account (A-17695) in Lake McConaughy,

5.01.1.5 Transfer existing surface water appropriations or, when appropriate, apply for new appropriations for intentional recharge and recovery associated with the operation of existing canals during the irrigation or non-irrigation season,

5.01.1.6 Rehabilitate, modify, or develop new infrastructure (e.g. dams or canals) that may include intentional recharge projects, and, when appropriate, recovery,

5.01.1.7 Develop ground water projects for the purpose of providing net accretions to the river,

5.01.1.8 Facilitate contractual agreements between water users,

5.01.1.9 Purchase conservation easements to permanently retire water uses. Easements can be purchased from landowners who are

currently enrolled in other programs such as the Conservation Reserve and Enhancement Program ("CREP"), or the Environmental Quality Incentive Program ("EQIP") or from any willing seller provided the land and/or any appurtenant water rights meet the criteria for acquisition to be developed by the Parties,

5.01.1.10 Other management actions that are agreed upon by the Parties,

5.01.1.11 Providing education on hydrologically connected surface water and ground water, and/or

5.01.1.12 Generally meeting all the obligations and terms of any NET grant, the PRRIP, the GWMPA, and provisions in the IMPs and the Basin-Wide Plan. Doing so may include studies of water supply and the development of feasibility studies, which are essential components of developing any water management project.

SECTION 6 MANNER OF FINANCING AND OF ESTABLISHING AND MAINTAINING A BUDGET

6.01 The manner of financing and expenditure accounting of the BASIN COALITION within the meaning of NEB. REV. STAT. §13-804(3) (d) shall be as follows:

6.01.1 The BASIN COALITION will partially be financed by grant funds received from the NET for the Initiative. Additional funding shall be provided by the Parties as agreed upon pursuant to the terms and conditions of this Agreement by the administrators responsible for the management of the BASIN COALITION as set forth in Section 7.

6.01.2 No bonds will be issued and no taxes will be levied or collected jointly by the Parties. Individual Parties may contribute funds derived from tax levies or bonds but these shall not be considered a tax levy or bond issuance by the BASIN COALITION.

6.02 The manner of establishing and maintaining a budget within the meaning of NEB. REV. STAT. §13-804(3) (d) shall be as follows:

6.02.1 The administrators responsible for the management of the BASIN COALITION as set forth in Section 7 shall prepare, establish, adopt and maintain a budget of revenues and expenditures annually for each fiscal year. Such annual budget shall be adopted by formal resolution on or

before April 15th of each year for the upcoming fiscal year. The fiscal year will be July 1 through June 30 of the succeeding year.

6.02.2 Upon completion of each annual budget, the administrators will determine whether any payments need to be made by each Party for such fiscal year;

6.02.3 The annual budget shall set forth how much cash contribution and in-kind contribution is expected from each Party for each project;

6.02.4 In the annual budget each BASIN COALITION project shall have a separate budget;

6.02.5 The budget (Exhibit 1) for the initial three years is attached to this Agreement, and is subject to annual approval. The Parties agree that the allocation within the annual budgets shall be distributed among the NRDs based initially upon their relative contributions to the sum total of post-1997 annual depletions to the Platte River due to new uses which occurred between July 1, 1997 and January 1, 2006. After reaching 1997 levels of depletions, the Parties agree that the allocations of expenses within the budget by the NRDs shall be distributed proportionately among the NRDs based upon their relative contributions to the overall difference between overappropriated and fully appropriated. In both cases, the total cash contribution of all of the NRDs shall be equal to 40% of the total project cost. Through the WRCF, the Department's cash contribution will be 60% of the total project cost, subject to maintaining adequate taxing authorities to allow each NRD to meet its proportionate share and subject to adequate appropriations from the legislature or an NET grant.

6.02.5.1 Any time the quantity of each NRD's contribution to the post-1997 annual depletions to the Platte River is recalculated, the Parties may amend this Agreement with an updated budget table (Exhibit 1).

6.02.5.2 During the term of this agreement, a Party's relative contribution in any given year may be increased or decreased to meet the obligation of the PRRIP and the GWMPA, depending upon the availability of willing participants and/or projects, as long as all parties agree to the change in budget and the sum of the contributions by each Party equal the percentages shown in the attached budget (Exhibit 1) by the end of year three (3).

6.02.5.3 If an NRD determines that it will not be able to contribute enough funds to reach its total relative contribution to the three (3) year budget, it may release its (WRCF) matching funds to the other Parties. If this happens the administrators shall take official action to decide how to redistribute the matching funds to the remaining NRDs.

6.02.6 For the development of projects including, but not limited to, conjunctive use of surface water irrigation projects, reservoir development for storage and release or retiming of recharge, water purchases and/or water leasing, the following shall apply:

6.02.6.1 The Department's contribution to projects will occur through contracts entered into with the Department. To receive funding, at a minimum, a contract with the Department will specify the benefits to be derived by all parties to the contract and any operational constraints. Within the contract provisions will specify the documentation that is required to support an invoice before payment can be authorized.

6.02.6.2 Once sufficient documentation is received, the Department will supply the appropriate payment for an invoice within 90 days.

6.02.6.3 The relative cash contribution of the Parties for a project will be NRD: 40; Department: 60. The relative cash contribution of the Parties for a project may vary if approved by the administrators depending upon availability of WRCF, NET and any other grant monies that may be available.

6.02.6.4 Each NRD will maintain its own funds for (a) its share of project costs, (b) legal defense, and (c) monitoring. After completion of a contract, the NRD will submit documentation of the project costs, to the Department Coordinator, who will retain the submitted documentation.

6.02.7 Purchase of surface water appropriations or the water use associated with the retirement of certified ground water irrigated acres (e.g., conservation easement).

6.02.7.1 The Department's contribution to the purchase of easements will be on a reimbursement basis. To receive reimbursement, at a minimum, a signed and properly recorded easement must be supplied to the Department along with an invoice for each purchase.

6.02.7.2 Once sufficient documentation is received, the Department will supply its share of the reimbursement for a purchase within 90 days.

6.02.7.3 The relative cash contribution of the Parties for a purchase of surface water appropriations or certified ground water use (easement) will be NRD: 40; Department: 60. The relative cash contribution of the Parties for a project may vary if approved by the administrators depending upon availability of WRCF, NET grant monies and any other funds that may be available.

6.02.7.4 Each NRD will maintain its own funds for (a) initial purchase price (easement, etc.), (b) legal defense, and (c) compliance monitoring. After each purchase, the NRD will submit documentation of the acquisition and the purchase price, to the Department Coordinator, who will retain the submitted documentation and begin the Department reimbursement process for sixty percent (60%), subject to available funds. The reimbursement process will be used in subsequent budget periods with the percentage reimbursement adjusted by action of the administrators to fit any other funds that may become available in the future.

6.02.8 Each year's annual budget shall also include expenses for operations including, but not limited to, errors and omissions insurance. Each party's proportionate share of the expenses in the operation's budget shall be determined based upon the percentages specified in 6.02.5.

SECTION 7 ADMINISTRATION OF AGREEMENT

7.01 A separate legal entity is being created by this Agreement.

7.02 All Parties to this Agreement shall designate an administrator and an alternate administrator responsible for the management of the BASIN COALITION set forth in this Agreement. In the absence of the administrator, the alternate administrator will act in his/her place and the use of the term administrator includes the alternate administrator when such alternate acts on behalf of the administrator.

7.02.1 The designated administrator for each Party may be changed from time to time by the Party whom the administrator represents, upon no less than seven (7) days advance written notice to the other Parties.

7.02.2 The administrators shall elect a chair and vice chair. The chair and vice chair shall be one of the administrators designated pursuant to the terms of this Section and shall be elected by a majority vote of the

administrators. The chair and vice chair will hold office for a term of one (1) year. Upon the occurrence of a vacancy in either office, it shall be filled at the next regularly scheduled meeting. The chair shall preside at all meetings of the administrators and shall work with the Department Coordinator to develop agendas for each meeting. The vice chair shall, in the absence of the chair, perform the duties of the chair.

7.02.3 Each administrator shall communicate with the other administrators as necessary to effectuate the terms of this Agreement.

7.02.4 A quorum shall be present, and business may be conducted, when all the NRD administrators and the Department administrator are present.

7.02.5 Each administrator shall have one vote on each action taken by the BASIN COALITION. An administrator may vote yes, no or may abstain. A negative vote by any NRD or Department administrator shall prevent the proposed action from being adopted. Abstention shall not be counted as a negative vote. Action of the administrators shall be reflected in the approved minutes.

7.02.6 The administrators shall meet at least quarterly. One meeting should occur in conjunction with the annual basin-wide meeting described in the Basin-Wide Plan. Minutes shall be kept of each meeting by the Department Coordinator for approval by the administrators.

7.02.7 All meetings of the administrators shall comply with the Open Meetings Act.

7.02.8 It is the responsibility of the administrators to:

7.02.8.1 Create committees when necessary, appoint representatives to the newly created committees and give clear direction to each committee about the committee's purpose and responsibilities;

7.02.8.2 Review for approval all grants, donations, contracts, programs, or projects of the BASIN COALITION.

7.02.8.3 Establish protocols for implementing approved grants, donations, contracts, programs or projects. Protocols will include a description of sufficient documentation required under sections 6.02.6.2 and 6.02.7.2 of this Agreement. Expenditures that follow established protocols may be implemented without approval of the administrators.

7.02.8.4 Review for approval all expenditures not covered by preapproved protocol (see Section 7.02.8.3). Requests for approval for expenditures not covered by pre-approved protocols, must be made in writing and contain enough detail and explanation to meet the purpose of the Act.

7.03 The Department will provide a person to serve as the Coordinator (the "Coordinator") for the BASIN COALITION. The Coordinator will work from Department offices and be under the control and supervision of the Department; however, he or she will carry out his/her Coordinator duties in accordance with instructions from the administrators. The Coordinator shall have the following duties and responsibilities:

7.03.1 Establish a *trust* account within the Nebraska Community Foundation. As necessary monies received for the BASIN COALITION will be deposited in the aforereferenced trust account;

7.03.2 Manage payment from the *trust* account for obligations and bills of the BASIN COALITION as instructed by the administrators;

7.03.3 Track and maintain the documentation submitted by the Parties for their activities and expenditures of matching funds;

7.03.4 Look for additional sources of funding;

and

7.03.5 Maintain the financial accounting for the BASIN COALITION in accordance with the instructions of the administrators.

7.04 The administrators will determine how all funds or other commitments are utilized, and the contributions to be provided from each of the parties

7.05 Each payment obligation of a Party is subject to the availability of government funds which are appropriated or allocated for the payment of the obligations incurred by signing this Agreement. If funds are not apportioned or appropriated and available for the continuance of the obligations incurred, the Agreement may be terminated at the end of the period for which funds are available. A Party shall notify the other Parties at the earliest possible time of the obligations which will or may be affected by a shortage of funds. No penalty shall accrue to any Party if this provision is exercised.

SECTION 8

METHODS EMPLOYED IN ACCOMPLISHING TERMINATION OF INTERLOCAL COOPERATION AGREEMENT AND DISPOSING OF PROPERTY UPON TERMINATION 8.01 The permissible method or methods to be employed in accomplishing the partial or complete termination of this Agreement within the meaning of NEB. REV. STAT. §13-804(3) (e) shall be as follows:

8.01.1 Any Party may terminate its participation in this Agreement at any time by providing sixty (60) days written notice to the remaining Parties to this Agreement if such termination is consistent with the terms and conditions of any grant request and if any contribution the withdrawing Party owes is paid in full prior to the expiration of said sixty (60) days. The termination of participation in this Agreement by any Party shall be effective only upon the expiration of said sixty (60) day period from the receipt of said notice by all remaining Parties and the payment of any obligation owed as specified in this paragraph. Upon the expiration of sixty (60) days, such Party terminating its participation in this Agreement shall no longer be a Party to this Agreement and shall not be liable for any further costs, obligations or liabilities incurred under the terms of this Agreement subsequent to its termination of participation. The termination of participation by any Party shall terminate only the participation of such Party in this Agreement and the Agreement shall continue to be effective and binding on all remaining Parties.

8.01.2 Termination, other than due to the limitation in Section 3 of this Agreement, shall occur upon the affirmative vote of all administrators.

8.02 The permissible method or methods to be employed for disposing of property (other than the easements acquired by the NRDs) upon the partial or complete termination of this Agreement, as required by NEB. REV. STAT. §13-804(3) (e), shall be as follows:

8.02.1 Any Party terminating its participation in this Agreement shall pay any contribution it owes and the administrators shall pay any bills or other liabilities owed as a result of the withdrawing Party's actions made in good faith reliance on this Agreement.

8.02.2 Upon complete termination of this Agreement, the property acquired under the terms of this Agreement shall be disposed of as follows:

8.02.2.1 All outstanding debts and obligations shall be paid; then

8.02.2.2 Any remaining property shall be distributed proportionately to the Parties based on the proportion of the total contributions of each Party to the total contributions of all Parties at the time of the complete termination of this Agreement.

8.02.2.3 In the event it becomes necessary for the BASIN COALITION to purchase any property, either real or personal, the administrators will vote to determine how the property will be distributed prior to dissolution, except that any easements acquired by the NRDs shall remain the property of the respective NRD that acquired such easement upon termination of this Agreement.

8.02.3 Any contracts signed in accordance with 6.02.6.1 shall remain in full force and effect if any Party terminates its participation in this agreement or upon the complete termination of this Agreement.

SECTION 9 SPECIFIC PROGRAMS

9.01 All of the Parties acknowledge that they are also co-project partners of the Initiative NET grant. The Parties agree that all representations made in the NET grant request and the Initiative NET grant contract will be honored. Specifically, the Parties agree as follows:

9.01.1 All Parties will work to develop projects including, but not limited to, the conjunctive use of surface water irrigation projects, reservoir development for storage and release or retiming of recharge, water purchases and/or water leasing.

9.01.2 The NRD Parties may acquire certified ground water uses and/or surface water appropriations on irrigated cropland within their respective districts, retire these uses and/or appropriations to enhance stream flows and work with the landowner and other partners to return land to native habitat or dryland farming operations. The NRD Parties can also acquire certified ground water uses and/or surface water appropriations on irrigated cropland in other NRDs but only with the express written approval of the NRD in which said land is located as allowed by law. When surface water appropriations are involved, the NRD will work with the Department to ensure that the proper permits are acquired.

9.01.2 The Parties agree to use tools and data obtained by the Cooperative Hydrology Study (the "COHYST"), Western Water Use Model, Conjunctive Management, or other tools agreed to by the NRDs and the Department to determine the amount of stream flow enhancement benefits that will be derived from any acquisition. Nothing in this agreement shall be construed as requiring the Department or the NRDs to have waived their responsibilities to use the best readily available scientific data as appropriate for computations of stream depletions and accretions.

9.01.3 The administrators will adopt easement form template(s) to be used by all the Parties that meet the requirements of the afore referenced Initiative grant request and each NRD may develop variations that address individual NRD requirements. Any modification or addition to the template(s) shall be reviewed and must be approved by all of the Parties prior to use. 9.01. 4 The NRDs shall be responsible for compliance monitoring within their respective districts. Such compliance monitoring will utilize remote sensing (infrared photography) or land reconnaissance.

9.01. 5 Each NRD acquiring an easement shall pay all costs associated with the acquisition and submit documentation of expenditures as outlined in Paragraph and 6.02.7 hereinabove.

9.01.6 Each project shall have a contract as outlined in Paragraph 6.02.6, which describes how the costs associated with the project will be paid by the Parties involved in that contract.

9.01.8 Each NRD agrees to notify the Coordinator if any easement purchased with funds provided under this Agreement is sold, leased, transferred, exchanged, mortgaged or encumbered in any manner.

Each NRD further agrees to require all landowners owning real estate burdened by conservation easements acquired by such NRD as provided hereinabove to notify such NRD of any sale, gift, transfer or exchange of such real estate burdened thereby. Such NRD agrees to at the same time notify the Coordinator of any such information.

SECTION 10 MISCELLANEOUS PROVISIONS

10.01 Each Participant shall comply with the terms and conditions of this Agreement in good faith.

10.02 All of the Parties' books, records, and documents relating to work performed or monies received or spent under this Agreement shall be subject to audit at any reasonable time after reasonable notice by the NRDs, the Department, the State Auditor or as required by any grant agreements, donations or other source of funds. The Coordinator shall maintain all of such records throughout the existence of this Agreement and for a period of ten (10) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles and record retention as required by the Secretary of State, Records Management Division.

10.03 This Agreement does not relieve any of the Parties hereto of any obligation or responsibility imposed upon it by law.

10.04 Each NRD shall provide information to the Auditor of Public Accounts regarding this Agreement as required by NEB. REV. STAT. §13-513 on its own. This Agreement shall not be interpreted to require the collective Parties, the administrators, the Coordinator, or any of the other Parties to provide such information.

10.05 No part of this Agreement may be interpreted as relieving the Department of any obligation or responsibility it may have to regulate water use or to compel compliance with any laws, regulations, interstate compacts or interstate agreements or as a delegation of its responsibilities and obligations to the Parties, the administrators, or to any other entity. Similarly, nothing in this Agreement may be interpreted as relieving the NRDs of any obligation or responsibility they may have to regulate ground water use or to compel compliance with any laws, regulations, interstate compacts or interstate agreements or as a delegation of their responsibilities and obligations to the Parties, the administrators, or to any other entity.

10.06 This Agreement does not deal in whole or in part with the provision of services or facilities over which the Department or the NRDs have constitutional or statutory powers.

10.07 No Party may assign its contractual rights or obligations under this Agreement without the prior written consent of all other Parties to this Agreement.

10.08 Each Party shall have taken, prior to the execution of this Agreement by such Party, appropriate action by ordinance, resolution or otherwise pursuant to the law of the governing body of such Party so that this Agreement may enter into force consistent with the provisions of NEB. REV. STAT. §13-804(2).

10.09 This Agreement may be amended in a writing duly executed by each and all of the Parties.

10.10 This Agreement contains the entire agreement of the Parties. All prior and contemporaneous negotiations, discussions, memorandums of understanding and other writings are merged and incorporated herein, it being the intention of the Parties that this Agreement is a final and full expression of their agreement. No representations were made or relied upon by any Party other than those expressly set forth herein.

10.11 This Agreement is governed by the laws of the State of Nebraska.

10.12 This Agreement becomes effective upon execution by all Parties.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates shown next to their respective signatures:

SOUTH PLATTE NATURAL RESOURCES DISTRICT	
Keith Reporth Chair	JUN 2 9 2012
By: Keith Rexporth	Date

PBC Meeting June 25, 2018 Attachment D

TWIN PLATTE NATURAL RESOURCES DISTRICT lillor PE N By: General Manager

6-27-12

Date

Date

NORTH PLATTE NATURAL RESOURCES DISTRICT

e Ha By: can

By:

TRI-BASIN NATURAL RESOURCES DISTRICT ohn Charburn By:

CENTRAL PLATTE NATURAL RESOURCES DISTRICT

7/13/12 Date

5105-01-2 Mager Date

NEBRASKA DEPARTMENT OF NATURAL RESOURCES 7 Man unno

101

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By: Brian P. Dunnigan, P.E., Director

T/12/2012

Date

APPRO AS TO FORM & CONTENT BY NDNR LEGAL COUNSEL DATE 7/11/2012

ource of Funds											
Budget Category	WRCF - GEN	WRCF-NET	NRD All*	CPNRD	TPNRD	TBNRD	NPNRD	SPNRD	Total		
Management actions to reduce consumptive uses of water, to enhance streamflows, to recharge groundwater, to	\$6,600,000	\$9,900,000	\$ 6,600,000	\$904,200	\$2,052,600	\$1,333,200	\$2,125,200	\$184,800	\$23,100,000		
optimize timing and efficiency of water use, or to support wildlife habitat.											

* Total of all the NRD dollars, as match in the NET Grant Application for the Platte Basin Water Management Action Initiative

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AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN

THE PLATTE BASIN WATER PROJECT COALITION AND SOUTH PLATTE NATURAL RESOURCES DISTRICT TWIN PLATTE NATURAL RESOURCES DISTRICT NORTH PLATTE NATURAL RESOURCES DISTRICT TRI-BASIN NATURAL RESOURCES DISTRICT CENTRAL PLATTE NATURAL RESOURCES DISTRICT AND NEBRASKA DEPARTMENT OF NATURAL RESOURCES

- 1. Parties. This amendment is made and entered into by and between the South Platte Natural Resources District (SPNRD), Twin Platte Natural Resources District (TPNRD), North Platte Natural Resources District (NPNRD), Tri-Basin Natural Resources District (TBNRD), Central Platte Natural Resources District (CPNRD), State of Nebraska, Department of Natural Resources (NeDNR) and The Platte Basin Water Project Coalition.
- 2. Purposes of the amendment. To 1) increase the budget of NeDNR Contract #571 by revising "Exhibit 1" to \$##,###,###[MM1], and 2) revise "Section 3 Duration" to increase the term of the agreement to three (3) years after the execution date of this amendment by the last party.
- **3. Amendment**. Exhibit 1: Nine Year Budget

Exhibit 1: Nine Year Budget - Management actions to reduce consumptive uses of water, to enhance streamflows, to recharge groundwater, to optimize timing and efficiency of water use, or to support wildlife habitat.

	PBC FY 12-14								
	CPNRD	NPI	NRD	SPN	RD	ТВ	BNRD	TPNRD	Total
% breakdown	13.7%		32.2%		2.8%		20.2%	31.1%	100.0%
NRD 40% match	\$ 3,782,442.00	\$	203,046.00	\$	7,866.00	\$	1,802,122.23	\$ 1,564,330.00	\$ 7,359,806.23
NeDNR 60% NET match	\$ 5,664,663.00	\$	121,887.00	\$	-	\$	1,788,749.92	\$ 2,324,700.00	\$ 9,899,999.92
NeDNR General Fund	\$ 2,304,267.86	\$	9,432.00	\$	11,799.00	\$	2,960,989.75	\$ 1,858,009.28	\$ 7,144,497.89
Un-matched NeDNR General									\$ 56,160.00
Total	\$ 11,751,372.86	\$	334,365.00	\$	19,665.00	\$	6,551,861.90	\$ 5,747,039.28	\$ 24,460,464.04

PBC FY 12-14

PBC FY 15-17

	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total
% breakdown	13.7%	32.2%	2.8%	20.2%	31.1%	100.0%
NRD 40% match	\$ 904,200.00	\$ 2,125,200.00	\$ 184,800.00	\$ 1,333,200.00	\$ 2,052,600.00	\$ 6,600,000.00
NeDNR 60% NET match	\$ 1,356,300.00	\$ 3,187,800.00	\$ 277,200.00	\$ 1,999,800.00	\$ 3,078,900.00	\$ 9,900,000.00
NeDNR General Fund	\$ 330,264.14	\$ 776,241.27	\$ 67,499.24	\$ 486,958.81	\$ 749,723.71	\$ 2,410,687.16
Un-matched NeDNR General						\$ 131,300.00
Total	\$ 2,590,764.14	\$ 6,089,241.27	\$ 529,499.24	\$ 3,819,958.81	\$ 5,881,223.71	\$ 19,041,987.16

PBC FY 17 Additional*

	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total
% breakdown	29.2%	0.0%	0.0%	5.0%	65.8%	100.0%
NRD	\$ 938,945.06	\$ 99,163.91	\$ 84,000.00	\$ 89,431.32	\$ 2,121,793.04	\$ 3,333,333.33
NeDNR General Fund	\$ 1,408,417.59	\$ 148,745.87	\$ 126,000.00	\$ 134,146.98	\$ 3,182,689.56	\$ 5,000,000.00
Total	\$ 2,347,362.64	\$247,909.78	\$ 210,000.00	\$ 223,578.31	\$ 5,304,482.61	\$ 8,333,333.33

PBC FY 18-20[MM2]

	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total
% breakdown	29.2%	0.0%	0.0%	5.0%	65.8%	100.0%
NRD 40% match	\$ 1,927,200.00	\$-	\$-	\$ 330,000.00	\$ 4,342,800.00	\$ 6,600,000.00
NeDNR 60% NET match	\$ 2,890,800.00	\$-	\$-	\$ 495,000.00	\$ 6,514,200.00	\$ 9,900,000.00
Total	\$ 4,818,000.00	\$-	\$-	\$ 825,000.00	\$ 10,857,000.00	\$ 16,500,000.00

TOTAL PBC FY 12-

20[MM3]

	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total
NRD 40% match	\$ 7,552,787.06	\$ 2,427,409.91	\$ 276,666.00	\$ 3,554,753.55	\$ 10,081,523.04	\$ 23,893,139.56
NeDNR 60% NET match	\$ 9,911,763.00	\$ 3,309,687.00	\$ 277,200.00	\$ 4,283,549.92	\$ 11,917,800.00	\$ 29,699,999.92
NeDNR General Fund	\$ 4,042,949.58	\$ 934,419.13	\$ 205,298.24	\$ 3,582,095.54	\$ 5,790,422.56	\$ 14,555,185.05
Un-matched NeDNR General	\$-	\$-	\$-	\$-	\$-	\$ 187,460.00
Total	\$ 21,507,499.64	\$ 6,671,516.04	\$ 759,164.24	\$ 11,420,399.01	\$ 27,789,745.60	\$ 68,335,784.53

Operations**	CPNR	D	NPNR	D	SPNRD)	TBNR)	TPNF	RD	NeDI	NR	Total	
Year 1	\$	503.33	\$	503.33	\$	503.33	\$	503.33	\$	503.33	\$	503.33	\$	3,019.98
Year 2	\$	535.85	\$	535.85	\$	535.85	\$	535.85	\$	535.85	\$	535.85	\$	3,215.10
Year 3	\$	561.15	\$	561.15	\$	561.15	\$	561.15	\$	561.15	\$	561.15	\$	3,366.90
Year 4	\$	597.40	\$	597.40	\$	597.40	\$	597.40	\$	597.40	\$	597.40	\$	3,584.40
Year 5	\$	636.00	\$	636.00	\$	636.00	\$	636.00	\$	636.00	\$	636.00	\$	3,816.00
Year 6	\$	677.08	\$	677.08	\$	677.08	\$	677.08	\$	677.08	\$	677.08	\$	4,062.48
Year 7	\$	705.68	\$	705.68	\$	705.68	\$	705.68	\$	705.68	\$	705.68	\$	4,234.08
Year 8	\$	740.12	\$	740.12	\$	740.12	\$	740.12	\$	740.12	\$	740.12	\$	4,440.72
Year 9	\$	774.56	\$	774.56	\$	774.56	\$	774.56	\$	774.56	\$	774.56	\$	4,647.36
Total	\$	5,731.17	\$	5,731.17	\$	5,731.17	\$	5,731.17	\$	5,731.17	\$	5,731.17	\$	34,387.02

Studies Budget	CPN	RD	NPN	RD	SPN	RD	TBN	RD	TPN	RD	Nel	DNR General	Total	
Post-1997	\$	-	\$	-	\$	-	\$	-	\$	-	\$	45,000.00	\$	45,000.00
OA/FA	\$	9,000.00	\$	9,000.00	\$	9,000.00	\$	9,000.00	\$	9,000.00	\$	180,000.00	\$	225,000.00
OA/FA refinements	\$	5,200.00	\$	5,200.00	\$	5,200.00	\$	5,200.00	\$	5,200.00	\$	26,000.00	\$	52,000.00
Conservation Study Phase 1	\$	-	\$	-	\$	-	\$	-	\$	-	\$	70,160.00	\$	70,160.00
Conservation Study Phase 2	\$	23,706.00	\$	23,706.00	\$	23,706.00	\$	23,706.00	\$	23,706.00	\$	118,530.00	\$	237,060.00
Robust Review- COHYST	\$	25,923.41	\$	-	\$	-	\$	25,923.41	\$	25,923.41	\$	77,770.26	\$	155,540.49
Robust Review- WWUM	\$	-	\$	47,750.00	\$	47,750.00	\$	-	\$	-	\$	95,500.00	\$	191,000.00
Total	\$	63,829.41	\$	85,656.00	\$	85,656.00	\$	63,829.41	\$	63,829.41	\$	612,960.26	\$	975,760.49

Amendment								
Total	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	NeDNR NET	NeDNR General Fund	Total
FY 12- 20[MM4]	\$ 7,552,787.06	\$ 2,427,409.91	\$ 276,666.00	\$ 3,554,753.55	\$ 10,081,523.04	\$ 29,699,999.92	\$ 14,742,645.05	\$ 68,335,784.53
Operations	\$ 5,731.17	\$ 5,731.17	\$ 5,731.17	\$ 5,731.17	\$ 5,731.17	\$-	\$ 5,731.17	\$ 34,387.02
Studies	\$ 63,829.41	\$ 85,656.00	\$ 85,656.00	\$ 63,829.41	\$ 63,829.41	\$ -	\$ 612,960.26	\$ 975,760.49
Total[MM5]	\$ 7,622,347.64	\$ 2,518,797.08	\$ 368,053.17	\$ 3,624,314.13	\$ 10,151,083.62	\$ 29,699,999.92	\$ 15,361,336.48	\$69,345,932.04

*New percentages only reallocated \$ 2,474,088.13 un-allocated dollars of the \$ 5,000,000 general fund total

** Operations budget 7-9 is an estimated increase based on a regression of years 1-6

4. Balance of original Contract. With the exception of the terms and conditions of this Amendment, the other provisions of the original agreement shall remain in full force and effect. Additionally, the effective date of this amendment shall be the date of the signature last affixed hereto.

In witness whereof, the parties to this amendment, through their duly authorized representatives, have executed this amendment on the dates set forth below.

South Platte Natural Resources District

	Date:
Rod Horn, Manager	
Twin Platte Natural Resources District	
	Date:
Kent Miller, Manager	
North Platte Natural Resources District	
	Date:
John Berge, Manager	
Tri-Basin Natural Resources District	
	Date:
John Thorburn, Manager	
Central Platte Natural Resources District	
	Date:
Lyndon Vogt, Manager	
Nebraska Department of Natural Resources	
	Date:
Gordon "Jeff" Fassett, Director	

Option 1

\$9.9 M from NET SPNRD = 2.8% NPNRD = 2.8%

	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total
% breakdown	27.6%	2.8%	2.8%	4.7%	62.1%	100.0%
NRD 40% match	\$ 1,821,600.00	\$ 184,800.00	\$ 184,800.00	\$ 310,200.00	\$ 4,098,600.00	\$ 6,600,000.00
NeDNR 60% NET						
match	\$ 2,732,400.00	\$ 277,200.00	\$ 277,200.00	\$ 465,300.00	\$ 6,147,900.00	\$ 9,900,000.00
Total	\$ 4,554,000.00	\$ 462,000.00	\$ 462,000.00	\$ 775,500.00	\$ 10,246,500.00	\$ 16,500,000.00

Option 2

\$9.9 M from NET SPNRD = 0.0% NPNRD = 0.0%

	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total
% breakdown	29.2%	0.0%	0.0%	5.0%	65.8%	100.0%
	\$		\$	\$		
NRD 40% match	1,927,200.00	\$-	-	330,000.00	\$ 4,342,800.00	\$ 6,600,000.00
NeDNR 60% NET	\$		\$	\$		
match	2,890,800.00	\$-	-	495,000.00	\$ 6,514,200.00	\$ 9,900,000.00
	\$		\$	\$		
Total	4,818,000.00	\$-	-	825,000.00	\$ 10,857,000.00	\$ 16,500,000.00

Option 3

\$9.9 M from NET SPNRD = 2.8% NPNRD = 32.2%

	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total
% breakdown	13.7%	32.2%	2.8%	20.2%	31.1%	100.0%
NRD 40% match	\$ 904,200.00	\$ 2,125,200.00	\$ 184,800.00	\$ 1,333,200.00	\$ 2,052,600.00	\$ 6,600,000.00
NeDNR 60% NET						
match	\$ 1,356,300.00	\$ 3,187,800.00	\$ 277,200.00	\$ 1,999,800.00	\$ 3,078,900.00	\$ 9,900,000.00
Total	\$ 2,260,500.00	\$ 5,313,000.00	\$ 462,000.00	\$ 3,333,000.00	\$ 5,131,500.00	\$ 16,500,000.00

Option 4

\$6.6 M from NET SPNRD = 2.8% NPNRD = 2.8%

	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total
% breakdown	27.6%	2.8%	2.8%	4.7%	62.1%	100.0%
NRD 40% match	\$ 1,214,400.00	\$ 123,200.00	\$ 123,200.00	\$ 206,800.00	\$ 2,732,400.00	\$ 4,400,000.00
NeDNR 60% NET match	\$ 1,821,600.00	\$ 184,800.00	\$ 184,800.00	\$ 310,200.00	\$ 4,098,600.00	\$ 6,600,000.00
Total	\$ 3,036,000.00	\$ 308,000.00	\$ 308,000.00	\$ 517,000.00	\$ 6,831,000.00	\$ 11,000,000.00

Option 5

\$6.6 M from NET SPNRD = 0% NPNRD = 0%

	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total
% breakdown	29.2%	0.0%	0.0%	5.0%	65.8%	100.0%
NRD 40% match	\$ 1,284,800.00	\$-	\$-	\$ 220,000.00	\$ 2,895,200.00	\$ 4,400,000.00
NeDNR 60% NET						
match	\$ 1,927,200.00	\$-	\$-	\$ 330,000.00	\$ 4,342,800.00	\$ 6,600,000.00
Total	\$ 3,212,000.00	\$-	\$-	\$ 550,000.00	\$ 7,238,000.00	\$ 11,000,000.00

Option 6

\$6.6M from NET SPNRD = 2.8% NPNRD = 32.2%

	CPNRD	NPNRD	SPNRD	TBNRD	TPNRD	Total
% breakdown	13.70%	32.20%	2.80%	20.20%	31.10%	100.00%
NRD 40% match	\$602,800.00	\$1,416,800.00	\$123,200.00	\$888,800.00	\$1,368,400.00	\$4,400,000.00
NeDNR 60% NET match	\$904,200.00	\$2,125,200.00	\$184,800.00	\$1,333,200.00	\$2,052,600.00	\$6,600,000.00
Total	\$1,507,000.00	\$3,542,000.00	\$308,000.00	\$2,222,000.00	\$3,421,000.00	\$11,000,000.00