

PLATTE BASIN COALITION

MEETING MINUTES

October 2, 2019, 1:00pm

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

CALL TO ORDER AND ATTENDANCE (*ATTACHMENT A*)

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

Meeting agenda is *ATTACHMENT B*.

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

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

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

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

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

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

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

B. NEW OBLIGATIONS / FUNDING REQUESTS

i. NPNRD PERMANENT RETIREMENT REIMBURSEMENTS

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

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

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

ii. NPNRD TEMPORARY RETIREMENT REIMBURSEMENTS

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

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

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

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

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

iii. CONSERVATION MEASURES PHASE 3 CONTRACT

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

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

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

³NeDNR will prepare the final version of the Conservation Measures Phase 3 contract and send it out for signature.

C. INVOICES

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

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

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

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

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

6. PROJECT ACTIVITIES

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

H. EXCESS FLOW DIVERSION UPDATES (NeDNR): Jeremy Gehle has extended the recipients list of his excess flow communications, which seems to be improving excess flow diversion operations this season. NeDNR's field office and administration staff will continue efforts to improve communication with the NRDs and irrigation districts.

7. PUBLIC COMMENT: No comments.

8. NEXT MEETING: DECEMBER 11, 2019

9. ADJOURN: 1:39 p.m. (CT)

ACTION ITEM LIST

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

²Shelly will send the most recent versions of the PBC funding spreadsheets to the PBC administrators and their staff.

³NeDNR will prepare the final version of the Conservation Measures Phase 3 contract and send it out for signature.

PBC 10-2-19

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John Thorburn	Tri-Basin NRD	jthorburn@tribasinrd.org
Ann Dimmitt	TPNRD	adimmitt@tpnrd.org

Platte Basin Coalition Meeting

Agenda

October 2, 2019 1:00 p.m.

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

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

NOTICE OF PUBLIC MEETING OF THE PLATTE BASIN COALITION

The Central Platte Natural Resources District, North Platte Natural Resources District, South Platte Natural Resources District, Tri-Basin Natural Resources District, Twin Platte Natural Resources District (collectively, the Platte Basin NRDs), and the Nebraska Department of Natural Resources (Department) hereby provide notice that a public meeting of the Platte Basin Coalition will be held on Wednesday October 2, at 1:00 p.m. Central Time, at the Twin Platte Natural Resources District Office, 111 South Dewey Street, North Platte, Nebraska.

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

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

- CPNRD: <http://www.cpnrd.org> or phone (308) 385-6282
215 Kaufman Avenue, Grand Island, NE 68803

- NPNRD: <http://www.npnrd.org> or phone (308) 632-2749
100547 Airport Road, Scottsbluff, NE 69363

- SPNRD: <http://www.spnrd.org> or phone (308) 254-2377
551 Parkland Drive, Sidney, NE 69162

- TBNRD: <http://www.tribasinnrd.org> or phone (308) 995-6688
1723 Burlington Street, Holdrege, NE 68949

- TPNRD: <http://www.tpnrd.org> or phone (308) 535-8080
111 S Dewey Street, North Platte, NE 69101

- Department: <http://www.dnr.nebraska.gov> or phone (402) 471-2363
301 Centennial Mall South, 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.

Platte Basin Coalition Meeting Minutes

August 14, 2019, 1:00pm

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

Call to Order and Attendance (Attachment A).

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

Meeting agenda attached (Attachment B).

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

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

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

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

6. Project Activities

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

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

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

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

*NeDNR will send out meeting invites.

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

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

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

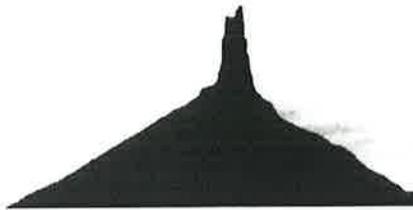
Ongoing PBC Projects	Expiration Date	Cnt #	Central Platte NRD	North Platte NRD	South Platte NRD	Tri-Basin NRD	Twin Platte NRD	Total NRD	DNR (NET Transfer)	NRD/NET total	NET %	DNR General Fund	Invoices Paid	NeDNR Amount Paid	Project Status	Drn remaining	Meeting Motion Ref.
CPNRD:Recharge Pits / Detention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

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

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

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

December 2018 PBC meeting



NORTH PLATTE

Natural Resources District

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

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

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

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

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

NPNRD Payment x 60% = PBC Fund eligible reimbursement

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

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

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

**ATTACHMENT 2
 (1 pages)**

Payments by Agreement

CCPN Lapaseotes, LTD

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

Contract ends Nov 2022

Marvin & Carol Ziegler

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

Contract has ended

Payments by FY and Month

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

Landowner	July	August	September	October	November	December
Lapaseotes					\$25,324.00	
Totals					\$25,324.00	

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

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

Landowner	July	August	September	October	November	December
Lapaseotes					\$25,324.00	
Totals					\$25,324.00	

Landowner	January	February	March	April	May	June
Lapaseotes				\$25,324.00		
Totals				\$25,324.00		

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

Landowner	July	August	September	October	November	December
Lapaseotes					\$25,324.00	
Totals					\$25,324.00	

Landowner	January	February	March	April	May	June
Lapaseotes				\$25,324.00		
Totals				\$25,324.00		

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

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

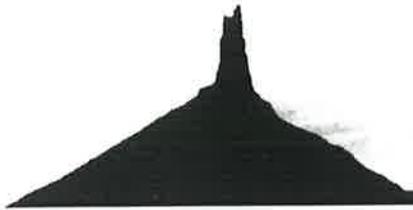
Landowner	January	February	March	April	May	June
<i>Lapaseotes</i>				<i>\$25,324.00</i>		
Totals				<i>\$25,324.00</i>		

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

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

Landowner	January	February	March	April	May	June
Totals						

Italicized amounts represent payments not yet made.



NORTH PLATTE

Natural Resources District

P.O. Box 280 Scottsbluff, NE 69363-0280

Phone: 308-632-2749

Fax: 308-632-4346

To: PBC Administrators

From: John Berge, General Manager NPNRD

Subject: PBC funds

Date: October 1, 2019

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

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

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

NPNRD Payment x 60% = PBC Fund eligible reimbursement

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

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

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

ATTACHMENT 2
(3 pages)

Payments by Agreement

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

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

Contract ends January 2020

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

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

Contract ends Sept 2020

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

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

Contract ends March 2024

NeDNR Cnt# _____

Beth Everett & Nathan Clark

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

Contract ends March 2026

Conrad Steven Schaneman

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

Contract ends June 2022

LRK Farms, Inc.

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

Contract ends June 2022

Payments by FY and Month

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

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

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

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

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

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

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

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

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

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

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

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

NeDNR Cnt# _____

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

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

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

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

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

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

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

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

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

NeDNR Cnt# _____

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

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

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

NORTH PLATTE

Natural Resources District



Chimney Rock
on the Oregon Trail

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

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

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

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

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

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

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

Please consider at your October 2, 2019 PBC Meeting.

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

SECTION 1. TERM OF AGREEMENT

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

SECTION 2. PROJECT OWNERSHIP & OPERATIONS

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

SECTION 3. DATA AND STREAMFLOW CALCULATIONS

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

SECTION 4. PROJECT COSTS AND INTEREST OF THE WRCF

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

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

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

SECTION 5. PAYMENT AND BILLING

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

SECTION 6. PROJECT ACCOUNTING

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

SECTION 7. GENERAL PROVISIONS

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

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

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

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

SECTION 8. PROJECT CONTACTS

The NPNRD’s Project Contact for this Agreement is:

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

The NeDNR’s Project Contact for this Agreement is:

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

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

SECTION 9. SIGNATURES

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

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

NORTH PLATTE NATURAL RESOURCES DISTRICT

John Berge, General Manager

Date

STATE OF NEBRASKA, DEPARTMENT OF NATURAL RESOURCES

Gordon W. Fassett, P.E., Director

Date

ATTACHMENT A

PBC Meeting Minutes

ATTACHMENT B

Excess flows agreements and task orders used for all agreements