

**Dave Heineman**  
Governor

# STATE OF NEBRASKA

DEPARTMENT OF NATURAL RESOURCES  
**Roger K. Patterson**  
Director

September 30, 2005

IN REPLY TO:

TO: Jack Wergin

FROM: Steve Gaul *Stu*

SUBJECT: Semi-Annual Report and Request for Reimbursement on Agreement  
No. 03FC601826 for Improved Hydrologic Data Collection Systems for Drought  
Monitoring

Attached is a semi-annual report and an official request for reimbursement on Agreement No. 03FC601826 for Improved Hydrologic Data Collection Systems for Drought Monitoring. The request is contained on a Form SF 270. I have also enclosed separate sheets providing expenditures to date on the agreement and billings by billing category. Finally, I have included the invoices or other evidence of payment for each of our expenditures. Our expenditures by category for the period of June 16 to September 16 were:

|  |                    |
|--|--------------------|
| Improved Distribution of Streamflow Information via the Internet | \$2,932.29         |
| Upgrade Gaging Equipment in Republican Basin                     | \$2,086.78         |
| Meter Cost-Share for South Platte NRD                            | \$25,187.98        |
| Update Drought Mitigation Plan                                   | \$11,511.00        |
| Assistance for Republican Irrigation Districts                   | <u>\$31,800.00</u> |
| TOTAL  | \$73,518.05        |

clrshare/planning/gaul

301 Centennial Mall South, 4th Floor • P.O. Box 94676 • Lincoln, Nebraska 68509-4676 • Phone (402) 471-2363 • Telefax (402) 471-2900

An Equal Opportunity/Affirmative Action Employer

DNR 009567

**Expenditures to Date on Agreement 03 FC 601826  
Improved Hydrologic Data Collection Systems for Drought Monitoring  
9/26/05**

| <u>Item</u>  | <u>Spent<br/>This<br/>Period</u> | <u>Spent<br/>To<br/>Date</u> | <u>Budgeted</u> | <u>Completed</u> |
|--|----------------------------------|------------------------------|-----------------|------------------|
| Assistance to Republican Irrigation Districts  | 0                                | \$151,500.00                 | \$151,500.00    | Yes              |
| Assistance to Republican Irrigation Districts 05   | 31,800.00                        | 31,800.00                    | 169,650.00      | No               |
| Lake McConaughy Water Set Aside  | 0                                | 47,310.59                    | 50,000.00       | Yes              |
| Improved Distribution of Streamflow Information<br>via Internet  | 2,932.29                         | 101,041.50                   | 113,500.00      | No               |
| Upgrade six Big Blue Gaging Stations<br>and<br>Two Platte gages to DCPs (CR Fullerton Loup<br>Power Ret), six Ord Gages, and four Norfolk<br>Gages to DCPs | 2,932.29                         | 86,500.00                    | 86,500.00       | Yes              |
| Purchase DCS Processing Tool Kit with<br>Install/Training  | 0                                | 4,000.00                     | (6,500)         | Yes              |
| Hydrological Data Manager Administrative Package   | 0                                | 5,202.00                     | (6,000)         | Yes              |
| Sewer to House Hydro Manager Software and Data   |                                  | 5,339.50                     | (6,000)         | Yes              |
| Consulting Contract on Web Page Upgrade and Data<br>Collection   | 0                                | 0                            | (8,500)         | No               |
| <b>Equip DNR with Flow Measurement Equipment</b>   | <b>0</b>                         | <b>0</b>                     | <b>16,500</b>   | <b>Yes</b>       |

|   |                    |                     |                  |           |
|---|--------------------|---------------------|------------------|-----------|
| 2 Ultrasonic Open Channel Flow Meters                                     | 0                  | 0                   | (9,000)          | No        |
| 1 Doppler Meter for Lincoln Field Office                                  | 0                  | 0                   | (1,150)          | No        |
| 3 Aqua-Calcs  | 0                  | 5,110.00            | (6,350)          | Yes       |
| Upgrade Gaging Equipment in Republican Basin                              | 2,086.78           | 15,682.20           | 17,000.00        |           |
| 5 Satellite Links   | 0                  | 13,310.00           | (13,500)         | Yes       |
| Walking Bridge at Cambridge & Ladder at Medicine Creek                    | 2,086.78           | 2,372.20            | (3,500)          | Yes       |
| Meter Cost-Share for South Platte NRD                                     | 25,187.98          | 72,403.78           | 100,000          | No        |
| On-Site Computer Capabilities for Surface Water Distribution (14 systems) | 0                  | 19,002.16           | 37,000           | No        |
| Place a New Gage on South Platte River near Paxton                        | 0                  | 4,589.84            | 15,000           | Yes       |
| Update Drought Mitigation Plan  | 11,511.00          | 11,511.00           | 25,000           | No        |
| <b>TOTAL</b>  | <b>\$73,518.05</b> | <b>\$479,298.05</b> | <b>\$695,150</b> | <b>No</b> |

Semi-Annual Program Performance Agreement 03FC601826  
Improved Hydrologic Data Collection Systems for Drought Monitoring  
September 27, 2004

A) Comparison of Actual Accomplishments with Goals and Objectives

Assistance for Republican Irrigation Districts

This category is for funds granted in calendar year 2005. As of the time of this report NDNR has received billing and is paying \$18,000 for H and RW Irrigation District and \$13,700 for Frenchman Valley Irrigation District. Frenchman Cambridge Irrigation District and Nebraska Bostwick Irrigation District have not yet returned signed subcontracts or billings but they are expected soon.

Improved Distribution of Streamflow Information via the Internet

- a) Upgrade six Big Blue, Two Platte, six Ord, and four Norfolk gages to DCPs.

This activity was completed during the reporting period and the full budget was expended:

- b) Purchase DCS processing tool kit

Work on this item was completed prior to this six month period.

- c) Hydrological Data Manager Administrative Package

This item was completed prior to this six month period

- d) Server to house hydro manager software and data

This item was completed prior to this six month period

- e) Consulting contract on web page upgrade and data collection

Work has not been initiated on this item. This is due to two factors: 1) Difficulties in adoption of the WISKI water data manager software program earlier purchased through drought funds and 2) In house work that has occurred on web application development. In combination these mean that a strong need has developed for software training while we have largely been able to address web questions within house staff. The decision is to be made in the next few weeks on whether to stay with the WISKI program. However, at this time it appears possible or likely that we will stay with the program but hope to spend the funds with permission in this category for specialized training on the WISKI water data manager software. Without that software, the work already done in-house or web development for WISKI would probably be mostly wasted.

### Equip DNR with Flow Measurement Equipment

- a) Two ultrasonic flow meters

The order has been placed on these flow meters and we have received an invoice, however, we have not received the flow meters. Therefore, there is no billing included with this document. This has become a very frustrating situation for our agency as the order was placed last spring and the supplier keeps telling us they are about to be shipped. We will hopefully be receiving the flow meters and billing this in the near future.

- b) One dopler meter for the Lincoln Field Office

This item was completed prior to this six month period

- c) Three Aqua Cales

This item was completed prior to this six month period.

### Upgrade Gaging Equipment in the Republican Basin

- a) Five satellite links

This item was completed prior to this six month period.

- b) Walking Bridge at Cambridge and ladder at Medicine Creek

This item was completed during the reporting period. A total of \$2,086.78 was spent during the period. Total expenditures on these items cam to \$2,372.20 out of \$3,500 budgeted.

### Meter Cost Share for the South Platte NRD

A total of \$25,187.98 was expended on this item in this period for which 44 meters were installed. This brings total expenditures on this item to \$72,403.78 out of a budgeted \$100,000. The District has received commitments to install meters which would utilize all of the \$100,000. However, there has not yet been time to have all of those meters installed or billed.

### On-Site Computer Capabilities for Surface Water Distribution

Work on this item was completed prior to this six month period.

### Place a New Gage on the South Platte River near Paxton

Work on this item has been completed.

Update Drought Mitigation Plan

A total of \$11,511.00 was billed during this period. The subcontractor this item extends to January 31, 2006 and a product should be available at that time.

B. Where Project Output Can Be quantified. A compilation of the Cost Per unit of Output

This project does not have a cost per unit of output per SE. A number of items were completed at a cost less than originally budgeted.

| <u>Completed But Underspent</u>                | <u>Amount Left</u> |
|--|--------------------|
| Walking Bridge Cambridge/Ladder Medicine Creek | \$ 1,127.80        |
| Place a new gage on South Platte near Paxton   | 10,410.16          |
| Upgrade gaging station                         | .29                |
| DCS Processing Toolkit                         | 2,500.00           |
| Hydrological Data Manager Admin. Package       | 798.00             |
| Server to House Hydro manager                  | 660.50             |
| Dopler meter for Lincoln Field Office          | 12.00              |
| 3 Aqua Calcs                                   | 1,240.00           |
| 5 Satellite Links – Republican                 | 190.00             |
| <u>On Site Computer Capabilities</u>           | <u>- 211.14</u>    |
| TOTAL UNDEREXPENDITURE                         | 16,727.61          |
| *04 Lake McConaughy Water set aside            | <u>2,689.45</u>    |
|  | 19,417.06          |
| <u>Expenditures Still Underway</u>             |                    |
| Consulting Contract on Web Upgrade *           | 8,500.00*          |
| Meter Cost Share for South Platte NRD          | 27,596.22          |
| Update Drought Mitigation Plan                 | 13,489.00          |
| Two Ultra Sonic Flow meters                    | 9,000.00           |
| *05 Republican Irrigation Districts 05         | 137,850.00         |

# REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

|   |  |  |
|---|--|--|
| OMB APPROVAL NO.<br><b>0348-0004</b>  |  | PAGE _____ OF _____ PAGES  |
| 1. TYPE OF PAYMENT REQUESTED  | a. "X" one or both boxes<br><input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT | 2. BASIS OF REQUEST<br><input checked="" type="checkbox"/> CASH<br><input type="checkbox"/> ACCRUAL                                    |
|   | b. "X" the applicable box<br><input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL        |  |
| 3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED<br><br>U.S. Bureau of Reclamation, Kansas-Nebraska Area   |  | 4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY  |
| 5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST  |  |  |
| <b>8. PERIOD COVERED BY THIS REQUEST</b>  |  |  |
| 6. EMPLOYER IDENTIFICATION NUMBER<br><br>47-0491233   |  | 7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER  |
| FROM (month, day, year)<br><br>June 16, 2005  |  | TO (month, day, year)<br><br>September 26, 2005  |
| 9. RECIPIENT ORGANIZATION<br><br>Name: NE Department of Natural Resources<br><br>Number and Street: 301 Centennial Mall South, P.O. Box 94676<br><br>City, State and ZIP Code: Lincoln, NE 68509-4676 |  | 10. PAYEE (Where check is to be sent if different than item 9)<br><br>Name:<br><br>Number and Street:<br><br>City, State and ZIP Code: |

| 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED  |   |  |   |       |
|---|---|--|---|-------|
| PROGRAMS/FUNCTIONS/ACTIVITIES   | (a) Improved Distribution of streamflow info via the Internet | (b) Upgrade gaging equipment in Republican Basin | (c) Meter Cost-Share for South Platte NRD | TOTAL |
| a. Total program outlays to date (As of date)   | \$ 2,932.29   | \$ 2,086.78                                      | \$ 25,187.98                              | \$    |
| b. Less: Cumulative program income  |   |  |   |       |
| c. Net program outlays (Line a minus line b)  | 2,932.29  | 2,086.78   | 25,187.98                                 |       |
| d. Estimated net cash outlays for advance period  |   |  |   |       |
| e. Total (Sum of lines c & d)   | 2,932.29  | 2,086.78   | 25,187.98                                 |       |
| f. Non-Federal share of amount on line e  |   |  |   |       |
| g. Federal share of amount on line e  | 2,932.29  | 2,086.78   | 25,187.98                                 |       |
| h. Federal payments previously requested  |   |  |   |       |
| i. Federal share now requested (Line g minus line h)  | 2,932.29  | 2,086.78   | 25,187.98                                 |       |
| j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances | 1st month   |  |   |       |
|   | 2nd month   |  |   |       |
|   | 3rd month   |  |   |       |

| 12. ALTERNATE COMPUTATION FOR ADVANCES ONLY  |    |
|--|----|
| a. Estimated Federal cash outlays that will be made during period covered by the advance | \$ |
| b. Less: Estimated balance of Federal cash on hand as of beginning of advance period     | \$ |
| c. Amount requested (Line a minus line b)  |    |

|   |   |  |   |   |
|---|---|--|---|---|
| <b>REQUEST FOR ADVANCE<br/>OR REIMBURSEMENT</b><br><br><i>(See instructions on back)</i>  |   | OMB APPROVAL NO.<br><b>0348-0004</b>   |   | PAGE _____ OF _____ PAGES   |
|   |   | 1. TYPE OF PAYMENT REQUESTED   | a. "X" one or both boxes<br><input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT<br><br>b. "X" the applicable box<br><input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL | 2. BASIS OF REQUEST<br><br><input checked="" type="checkbox"/> CASH<br><br><input type="checkbox"/> ACCRUAL |
| 3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED<br><br>U.S. Bureau of Reclamation, Kansas-Nebraska Area   |   | 4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY  |   | 5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST  |
| 6. EMPLOYER IDENTIFICATION NUMBER<br><br>47-0491233   | 7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER | 8. PERIOD COVERED BY THIS REQUEST<br>FROM (month, day, year)<br>June 16, 2005  |   | TO (month, day, year)<br>September 26, 2005   |
| 9. RECIPIENT ORGANIZATION<br><br>Name: NE Department of Natural Resources<br><br>Number and Street: 301 Centennial Mall South, P.O. Box 94676<br><br>City, State and ZIP Code: Lincoln, NE 68509-4676 |   | 10. PAYEE (Where check is to be sent if different than item 9)<br><br>Name:<br><br>Number and Street:<br><br>City, State and ZIP Code: |   |   |

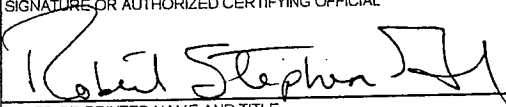
| 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED  |                                    |  |    |              |
|---|------------------------------------|--|----|--------------|
| PROGRAMS/FUNCTIONS/ACTIVITIES   | (d) Update Drought Mitigation Plan | (e) Assistance for Republican Irrigation Districts |    | TOTAL        |
| a. Total program outlays to date <i>(As of date)</i>  | \$ 11,511.00                       | \$ 31,800.00                                       | \$ | \$ 73,518.05 |
| b. Less: Cumulative program income  |                                    |  |    |              |
| c. Net program outlays (Line a minus line b)  | 11,511.00                          | 31,800.00  |    | 73,518.05    |
| d. Estimated net cash outlays for advance period  |                                    |  |    |              |
| e. Total (Sum of lines c & d)   | 11,511.00                          | 31,800.00  |    | 73,518.05    |
| f. Non-Federal share of amount on line e  |                                    |  |    |              |
| g. Federal share of amount on line e  | 11,511.00                          | 31,800.00  |    | 73,518.05    |
| h. Federal payments previously requested  |                                    |  |    |              |
| i. Federal share now requested (Line g minus line h)  | 11,511.00                          | 31,800.00  |    | 73,518.05    |
| j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances | 1st month                          |  |    |              |
|   | 2nd month                          |  |    |              |
|   | 3rd month                          |  |    |              |

|  |    |
|--|----|
| 12. ALTERNATE COMPUTATION FOR ADVANCES ONLY  |    |
| a. Estimated Federal cash outlays that will be made during period covered by the advance | \$ |
| b. Less: Estimated balance of Federal cash on hand as of beginning of advance period     | \$ |
| c. Amount requested (Line a minus line b)  |    |



**CERTIFICATION**

13.

|  |  |  |
|--|--|--|
| I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested. | SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL<br> | DATE REQUEST SUBMITTED<br>September <sup>30</sup> <del>28</del> , 2005 |
|  | TYPED OR PRINTED NAME AND TITLE<br>Robert S. Gaul  | TELEPHONE (AREA CODE, NUMBER, EXTENSION)<br>(402) 471-3955             |

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**INSTRUCTIONS**

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

| <u>Item</u>  | <u>Entry</u>   | <u>Item</u> | <u>Entry</u>  |
|--|--|-------------|---|
| 2  | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.  |             | activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.  |
| 4  | Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. | 11a         | Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |
| 6  | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.   | 11b         | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.  |
| 7  | This space is reserved for an account number or other identifying number that may be assigned by the recipient.  | 11d         | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.  |
| 8  | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.  | 13          | Complete the certification before submitting this request.  |
| Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports. |  |             |   |
| 11   | The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or   |             |   |

Nebraska Soil and Water Conservation Fund Status Report  
 Period 6/16/05 thru 9/27/05

| South Platte NRD |   |                    |
|------------------|---|--------------------|
| 6/20/2005        | ADAMSON, ALAN                               | \$1,094.50         |
| 6/20/2005        | SCHNELL, FLOYD                              | \$2,004.50         |
| 6/21/2005        | JAMES, ROD                                  | \$563.90           |
| 6/23/2005        | EVERTSON, DONALD                            | \$1,200.87         |
| 6/23/2005        | EVERTSON, IOLA                              | \$800.00           |
| 6/23/2005        | IOLA EVERSON TRUSTEE, ET AL                 | \$524.87           |
| 6/27/2005        | NIELSEN & SONS INC                          | \$1,095.37         |
| 7/11/2005        | FRERICHS, EVERETT                           | \$607.00           |
| 7/11/2005        | LUEHRS, ELBERNE                             | \$615.50           |
| 7/11/2005        | PEETZ LAND & CATTLE CO                      | \$1,192.00         |
| 7/20/2005        | DUDNEY, GREGORY                             | \$1,139.40         |
| 7/20/2005        | KRIESEL, LEON                               | \$619.79           |
| 7/20/2005        | REUTER, MICHAEL                             | \$3,009.40         |
| 7/20/2005        | REUTER, MICHAEL                             | \$1,203.76         |
| 7/21/2005        | DEER RUN LLC                                | \$622.90           |
| 7/28/2005        | MCCLUNG, HAROLD & JEANETTE                  | \$575.01           |
| 7/21/2005        | NE LAND HOLDINGS LLC                        | \$623.11           |
| 7/28/2005        | HINRICHS, JOHN                              | \$512.57           |
| 8/24/2005        | MCCASLIN, LUCILLE                           | \$1,712.02         |
| 8/24/2005        | SHAW, CLINTON L                             | \$616.12           |
| 8/24/2005        | SHAW, TERRELL                               | \$593.44           |
| 8/24/2005        | MUELLER CATTLE COMPANY                      | \$519.59           |
| 8/24/2005        | RMS INC                                     | \$600.30           |
| 8/29/2005        | PAULSEN, ROBERT M                           | \$1,468.03         |
| 9/7/2005         | FROM, MERRILL M & MARY JO                   | \$1,157.60         |
| 9/26/2005        | GAWITH HAYING & HAULING                     | \$516.43           |
|                  | <b>South Platte NRD (44 detail records)</b> | <b>\$25,187.98</b> |
|                  | <b>Total for All NRDs</b>                   | <b>\$25,187.98</b> |

**DESIGN ANALYSIS ASSOC, INC.**

75 WEST 100 SOUTH  
 LOGAN, UT, 84321  
 USA  
 Phone: (435) 753-2212  
 Fax: (435) 753-7669



**COPY**

|                |      |
|----------------|------|
| Date           | Page |
| Aug 31, 2005   | 1    |
| Invoice Number |      |
| 7578-001       |      |

**Sold To:**

DNR LINCOLN  
 DEPT OF NATURAL RESOURCES  
 ATTN: GUY LINDEMAN  
 PO BOX 94676  
 LINCOLN, NE 68509-4676

**Ship To:**

ATTN: GUY LINDEMAN  
 DEPT OF NATURAL RESOURCES  
 4TH FLOOR  
 301 CENTENNIAL MALL SOUTH  
 LINCOLN, NE 68509

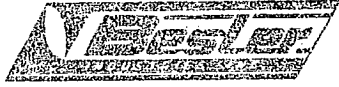
|                   |                            |                      |                       |                          |          |              |
|-------------------|----------------------------|----------------------|-----------------------|--------------------------|----------|--------------|
| Order No.<br>7578 | Order Date<br>Aug 25, 2005 | Customer No.<br>D402 | Salesperson<br>BRANDT | PO Number<br>GUY 8-25-05 | Ship Via | Terms<br>N30 |
|-------------------|----------------------------|----------------------|-----------------------|--------------------------|----------|--------------|

| Qty. Ord. | Qty. Shp. | Qty. B/O | Item Number | Description  | Unit Price | UOM | Extended Price |
|-----------|-----------|----------|-------------|--|------------|-----|----------------|
| 1         | 1         | 0        | H222DASE    | GOES TRANSMITTER 100/300/1200 BAUD<br>W/INTERNAL GPS<br>S/N 1381 | 2,641.31   | EA  | 2,641.31*      |
| 1         | 1         | 0        | H223        | 401.8 MHZ GOES ANTENNA WITH MOUNT                                | 388.33     | EA  | 388.33*        |
| 1         | 1         | 0        | H224        | 20' TYPE N MALE/MALE ANTENNA<br>CABLE(RG58)                      | 44.00      | EA  | 44.00*         |
|           |           |          | SHIP        | SHIPPING   |            |     | 5.50           |

|           |                |          |
|-----------|----------------|----------|
| Comments: | Subtotal       | 3,079.14 |
|           | Total amount   | 3,079.14 |
|           | Less payment   | 0.00     |
|           | Less pmt. disc | 0.00     |
|           | Amount due     | 3,079.14 |



BESLER INDUSTRIES, INC.  
 P.O. Box B; West Hwy 6 & 34  
 Cambridge, NE 69022  
 (308) 697-4698 FAX: (308) 697-4747



# INVOICE

INVOICE NUMBER: 39369  
 INVOICE DATE: 08/26/05

SHIP TO: PAGE: 2

SOLD TO:  
 STATE OF NE. DNR  
 BOX 94676  
 LINCOLN, NE 68509-4676

STATE OF NE. DNR  
 BOX 94676  
 LINCOLN, NE 68509-4676

SHIP VIA ..... PICKED UP  
 SHIP DATE ... 08/26/05  
 DUE DATE ... 09/05/05  
 TERMS ..... NET INVOICE

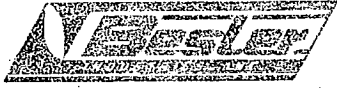
CUST. ID. .... STAT01  
 P.O. NUMBER .....  
 P.O. DATE .....  
 OUR ORDER NO. ....  
 SALESPERSON ..... B

| ITEM I.D./DESC.  | ORDERED | SHIPPED | UNIT | PRICE | NET      | TX.  |
|------------------|---------|---------|------|-------|----------|------|
| 2X2X3/16 ANGLE   | 293     | 293     |      | 0.70  | 204.96   |      |
| 1 X 1X 1/8 SQ    | 172     | 172     |      | 0.70  | 120.62   |      |
| 2X2X1/8 SQ       | 362     | 362     |      | 0.70  | 253.68   |      |
| 5" X 1/4 CHANNEL | 293     | 293     |      | 0.70  | 204.75   |      |
| SUBTOTAL :       |         |         |      |       | 2,027.78 |      |
| TAX :            |         |         |      |       |          |      |
| PAYMENTS :       |         |         |      |       |          | 0.00 |
| TOTAL :          |         |         |      |       | 2,027.78 |      |

*Bob Edgerton*

U.S.B.R. Funds  
 Bridge & Stairs

BESLER INDUSTRIES, INC.  
P.O. Box B, West Hwy 6 & 34  
Cambridge, NE 69022  
(308) 697-4698 FAX: (308) 697-4747



# INVOICE

INVOICE NUMBER: 39369  
INVOICE DATE: 08/26/05

SHIP TO: PAGE: 1

SOLD TO:  
STATE OF NE. DNR  
BOX 94676  
LINCOLN, NE 68509-4676

STATE OF NE. DNR  
BOX 94676  
LINCOLN, NE 68509-4676

SHIP VIA ..... PICKED UP  
SHIP DATE ... 08/26/05  
DUE DATE ... 09/05/05  
TERMS ..... NET INVOICE

CUST. ID..... STAT01  
P.O. NUMBER .....  
P.O. DATE .....  
OUR ORDER NO. ....  
SALESPERSON ..... B

| ITEM I.D./DESC.           | ORDERED | SHIPPED | UNIT | PRICE      | NET    | TX. |
|---------------------------|---------|---------|------|------------|--------|-----|
| 2 X 2 SQ TUBE             | 244     | 244     |      | 0.70       | 170.80 |     |
| 1/4 X 2X2 ANGLE           | 447     | 447     |      | 0.70       | 312.62 |     |
| 3/16 X 2X2 ANGLE          | 195     | 195     |      | 0.70       | 136.64 |     |
| 3/16 X2 FLAT IRON         | 77      | 77      |      | 0.70       | 53.76  |     |
| 3/16 X2 FLAT IRON         | 9       | 9       |      | 0.70       | 5.95   |     |
| 3/16 X 2X2 ANGLE          | 644     | 644     |      | 0.70       | 450.91 |     |
| 11GA X1X1 SQ              | 162     | 162     |      | 0.70       | 113.09 |     |
| Continued on next page... |         |         |      | SUBTOTAL : |        |     |
|                           |         |         |      | TAX :      |        |     |
|                           |         |         |      | PAYMENTS : |        |     |
|                           |         |         |      | TOTAL :    |        |     |

*Handwritten signature: Besler*

Steve,

those were bought for the bridge  
John had to pay for them and  
we'll put it on his expense account.

**ESCHLIMAN'S**  
3 mi. East on 6 & 34  
MCCOOK NE 69001

602672

| ORDER INFO  |                     | customer's order no.            |        | phone | date    |
|---|---------------------|---------------------------------|--------|-------|---------|
| name  |                     | State of Neb Dept Nat Resources |        |       | 8-23-05 |
| address   |                     |                                 |        |       |         |
| city, state, zip  |                     | Cambridge Ne                    |        |       |         |
| sold by   |                     | shipping information            |        |       |         |
| <input type="checkbox"/> cash<br><input type="checkbox"/> C.O.D.<br><input type="checkbox"/> charity<br><input type="checkbox"/> on acct. |                     |                                 |        |       |         |
| quantity  | description         | price                           | amount |       |         |
| 1   | 100 screws (Flavor) | 12                              | 14.00  |       |         |
| 2   | 100 screws          |                                 |        |       |         |
| 3   |                     |                                 |        |       |         |
| 4   |                     |                                 |        |       |         |
| 5   |                     |                                 |        |       |         |
| 6   |                     |                                 |        |       |         |
| 7   |                     |                                 |        |       |         |
| 8   |                     |                                 |        |       |         |
| 9   |                     |                                 |        |       |         |
| 10  |                     |                                 |        |       |         |
| 11  |                     |                                 |        |       |         |
| 12  |                     |                                 |        |       |         |
| 13  |                     |                                 |        |       |         |
| 14  |                     |                                 |        |       |         |

received by \_\_\_\_\_

keep this slip for reference

adams

DC5808UV

# Invoice

Invoice Number: I-07200501

Date: July 21, 2005

**To:**

Department of Natural Resources  
ATTN: Steve Gaul  
P.O. Box 94676  
301 Centennial Mall South, 4<sup>th</sup> Floor  
Lincoln, NE 68500-4676

**Ship to (if different address):**

**DESCRIPTION**

**TOTAL**

1<sup>st</sup> half billing for Soil Moisture/Drought Planning project activities

\$11,511.00

SUBTOTAL

\$11,511.00

**TOTAL DUE**

**\$11,511.00**

*Please make checks payable to the University of Nebraska-Lincoln. Thank you.*

**SEND PAYMENT TO:**

Ann Fiedler  
National Drought Mitigation Center  
University of Nebraska-Lincoln  
246 L.W. Chase Hall  
Lincoln, NE 68583-0749



**H. & R.W. IRRIGATION DISTRICT  
PO BOX 297  
CULBERTSON, NE 69024  
(308) 278-2125**

September 6, 2005

RECEIVED

SEP 09 2005

DEPARTMENT OF  
NATURAL RESOURCES

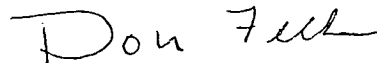
Ms. Ann Bleed, Interim Director  
Nebraska Dept. of Natural Resources  
301 Centennial Mall South  
PO Box 94676  
Lincoln, NE 68509-4676

Dear Ms. Bleed:

The H. & R.W. Irrigation District has signed and submitted to your department the Memorandum of Agreement for Drought Assistance for Increased Reservoir Storage.

The District is fulfilling the duties and obligations set forth in said Memorandum of Agreement for the 2005 irrigation season and, therefore, requests payment of the funds as per the agreement.

Respectfully,



Don Felker, Manager  
H. & R.W. Irrigation District

**COPY**

Memorandum of Agreement  
between the  
H&RW Irrigation District  
and the  
Nebraska Department of Natural Resources  
for  
Drought Assistance for Increased Reservoir Storage

WHEREAS, drought induced low reservoir levels in Enders Reservoir threaten a variety of uses, including irrigation, fish, wildlife, and recreation; and

WHEREAS, leaving additional storage water in that reservoir during the 2005 irrigation season would help sustain in-reservoir uses as well as provide additional water for the next irrigation season; and

WHEREAS, the Bureau of Reclamation (Reclamation) has approved the State of Nebraska for drought assistance in 2005 by authority of the Reclamation States Emergency Drought Relief Act of 1991;

WHEREAS, Reclamation has approved drought funding assistance to the Nebraska Department of Natural Resources through Cooperative Agreement No. 03FC601826 ("Cooperative Agreement") (a copy of which is attached hereto as Exhibit A) for a project that will result in additional storage water in drought affected reservoirs in the Republican Basin;

NOW THEREFORE, the parties agree as follows:

- 1) The District agrees to:
  - a) not call for 2005 irrigation season storage releases from Enders Reservoir when the lake drops below elevation 3087.90 (12,808 acre feet)
- 2) The Department of Natural Resources agrees to:
  - a) provide financial assistance, which financial assistance shall consist solely of monies received by the Department as 2005 Reclamation Drought Assistance funding ("Federal Funding"), to the District for leaving irrigation supplies in the reservoirs in the amounts specified in Section 1) of this Agreement as follows:
    - For H&RW Irrigation District Operations from Enders Reservoir: that payment for the 2005 irrigation season (leaving the required

amount of storage in the reservoir during the 2005 irrigation season through September 30, 2005) will be \$18,100.

- b) provide payment of the Federal Funding within 60 days of the signature of this Agreement, provided that such Federal Funding has been received by the Department from Reclamation within such time period.
- 3) In the event that inflows exceed estimates, both parties agree that releases of storage water may be made for the benefit of the District, provided, the lake levels remain at or above the levels noted above. Should evaporation or other factors not caused by the District later lower the lake levels noted above, the eligibility of the District for compensation shall not be affected.
- 4) In the event that inflows do not meet estimates and the lake levels do not reach the levels noted above, the level of assistance provided to the District will not be reduced.
- 5) The District and the Department agree as follows:
  - a) to the extent the Department does not receive the Federal Funding, or such funding is disallowed, the Department shall not be obligated to provide the financial assistance referenced in Section 2)a) of this Agreement. The Department's obligation under this agreement is contingent upon the receipt of the Federal Funding from Reclamation from which payment for agreement purposes can be made. No legal liability on the part of the Department for any payment may arise until the Federal Funds are made available to the Department. In the event the Federal Funding is disallowed after the financial assistance referred to in Section 2)a) has been provided to the District, the District agrees to return such funds to the Department.
  - b) the District, on receipt of the financial assistance contemplated by this Agreement, shall be a subrecipient pursuant to the Cooperative Agreement, and agrees to be bound by all of the provisions of the Cooperative Agreement applicable to subrecipients.
- 6) The District shall indemnify and hold the Department harmless from any and all losses, damages, or liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made, arising out of activities of the District, its employees or agents under this Agreement.
- 7) This agreement may be modified at any time by mutual agreement of the parties.

- 8) Prevailing Law. This Agreement is governed by the laws of the State of Nebraska including the State Contract Claims Act. (Neb. Rev. Stat. Sections 81-8,302 through 81-8,306.
- 9) Drug Free Work Place Policy. The District certifies that it maintains a drug free work place environment to ensure workers safety and workplace integrity. The District agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.
- 10) Technology Access. The District agrees to ensure compliance with Nebraska Technology Access Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>
- 11) Fair Employment Practices. The District agrees to ensure compliance with the Nebraska Fair Employment Practice Act which prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (Neb. Rev. Stat. Sections 48-1101 through 48-1125).
- 12) Conflict of Interest. The District warrants that its board members, officers, associates and employees presently have no known financial interest and shall not acquire any known financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required by this Agreement. The District shall comply with the provisions of the laws of the State of Nebraska which require disclosure for conflict of interest determinations. The existence of any conflict of interest shall render this Agreement voidable by the Department.

**H&RW IRRIGATION DISTRICT**

*Roger P. Kolbet*  
 Roger Kolbet, Board President  
 H&RW Irrigation District

9-6-05  
 Date

**NEBRASKA DEPARTMENT OF NATURAL RESOURCES**

*Ann Bleed*  
 Ann Bleed, Acting Director  
 Nebraska Dept. of Natural Resources

9/1/05  
 Date

**APPROVED**

AS TO FORM & CONTENT  
 BY NDNR LEGAL COUNSEL

*ASD* DATE 9/1/05

**COPY**

FRENCHMAN VALLEY IRRIGATION DISTRICT  
PO BOX 297  
CULBERTSON, NE 69024  
(308) 278-2125

September 6, 2005

RECEIVED

SEP 09 2005

Ms. Ann Bleed, Interim Director  
Nebraska Dept. of Natural Resources  
301 Centennial Mall South  
PO Box 94676  
Lincoln, NE 68509-4676

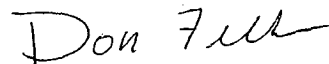
DEPARTMENT OF  
NATURAL RESOURCES

Dear Ms. Bleed:

The Frenchman Valley Irrigation District has signed and submitted to your department the Memorandum of Agreement for Drought Assistance for Increased Reservoir Storage.

The District is fulfilling the duties and obligations set forth in said Memorandum of Agreement for the 2005 irrigation season and; therefore, requests payment of the funds as per the agreement.

Respectfully,



Don Felker, Manager  
Frenchman Valley  
Irrigation District

**COPY**

Memorandum of Agreement  
between the  
Frenchman Valley Irrigation District  
and the  
Nebraska Department of Natural Resources  
for  
Drought Assistance for Increased Reservoir Storage

WHEREAS, drought induced low reservoir levels in Enders Reservoir threaten a variety of uses, including irrigation, fish, wildlife, and recreation; and

WHEREAS, leaving additional storage water in that reservoir during the 2005 irrigation season would help sustain in-reservoir uses as well as provide additional water for the next irrigation season; and

WHEREAS, the Bureau of Reclamation (Reclamation) has approved the State of Nebraska for drought assistance in 2005 by authority of the Reclamation States Emergency Drought Relief Act of 1991;

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NOW THEREFORE, the parties agree as follows:

- 1) The District agrees to:
  - a) not call for 2005 irrigation season storage releases from Enders Reservoir when the lake drops below elevation 3087.90 (12,808 acre feet)
- 2) The Department of Natural Resources agrees to:
  - a) provide financial assistance, which financial assistance shall consist solely of monies received by the Department as 2005 Reclamation Drought Assistance funding ("Federal Funding"), to the District for leaving irrigation supplies in the reservoirs in the amounts specified in Section 1) of this Agreement as follows:
    - For Frenchman Valley Irrigation District Operations from Enders Reservoir: that payment for the 2005 irrigation season (leaving the

required amount of storage in the reservoir during the 2005 irrigation season through September 30, 2005) will be \$13,700.

- b) provide payment of the Federal Funding within 60 days of the signature of this Agreement, provided that such Federal Funding has been received by the Department from Reclamation within such time period.
- 3) In the event that inflows exceed estimates, both parties agree that releases of storage water may be made for the benefit of the District, provided, the lake levels remain at or above the levels noted above. Should evaporation or other factors not caused by the District later lower the lake levels noted above, the eligibility of the District for compensation shall not be affected.
- 4) In the event that inflows do not meet estimates and the lake levels do not reach the levels noted above, the level of assistance provided to the District will not be reduced.
- 5) The District and the Department agree as follows:
  - a) to the extent the Department does not receive the Federal Funding, or such funding is disallowed, the Department shall not be obligated to provide the financial assistance referenced in Section 2)a) of this Agreement. The Department's obligation under this agreement is contingent upon the receipt of the Federal Funding from Reclamation from which payment for agreement purposes can be made. No legal liability on the part of the Department for any payment may arise until the Federal Funds are made available to the Department. In the event the Federal Funding is disallowed after the financial assistance referred to in Section 2)a) has been provided to the District, the District agrees to return such funds to the Department.
  - b) the District, on receipt of the financial assistance contemplated by this Agreement, shall be a subrecipient pursuant to the Cooperative Agreement, and agrees to be bound by all of the provisions of the Cooperative Agreement applicable to subrecipients.
- 6) The District shall indemnify and hold the Department harmless from any and all losses, damages, or liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made, arising out of activities of the District, its employees or agents under this Agreement.
- 7) This agreement may be modified at any time by mutual agreement of the parties.

- 8) Prevailing Law. This Agreement is governed by the laws of the State of Nebraska including the State Contract Claims Act. (Neb. Rev. Stat. Sections 81-8,302 through 81-8,306.
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- 11) Fair Employment Practices. The District agrees to ensure compliance with the Nebraska Fair Employment Practice Act which prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (Neb. Rev. Stat. Sections 48-1101 through 48-1125).
- 12) Conflict of Interest. The District warrants that its board members, officers, associates and employees presently have no known financial interest and shall not acquire any known financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required by this Agreement. The District shall comply with the provisions of the laws of the State of Nebraska which require disclosure for conflict of interest determinations. The existence of any conflict of interest shall render this Agreement voidable by the Department.

**FRENCHMAN VALLEY IRRIGATION DISTRICT**

Kenneth Albert  
 Kenneth Albert, Board President  
 Frenchman Valley Irrigation District

9-6-05  
 Date

**NEBRASKA DEPARTMENT OF NATURAL RESOURCES**

Ann Bleed  
 Ann Bleed, Acting Director  
 Nebraska Dept. of Natural Resources

9/1/05  
 Date

**APPROVED**

AS TO FORM & CONTENT  
 BY NDNR LEGAL COUNSEL

ADD DATE 9/1/05

**COPY**