

Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF NATURAL RESOURCES
Ann Bleed
Acting Director

February 9, 2006

IN REPLY TO:

TO: Jack Wergin

FROM: Steve Gaul *Steve*

SUBJECT: Request for Reimbursement on Agreement No. 03FC601826 for Improved Hydrologic Data Collection Systems for Drought Monitoring

Attached is a request for reimbursement on Agreement No. 03FC601826 for Improved Hydrologic Data Collection Systems for Drought Monitoring. The request is contained on a form SF270. I have also enclosed separate sheets providing expenditures to date on the agreement and billings by billing category. Finally, I have included invoices or other evidence of payment for each of our expenditures. Our expenditures by category for the period of September 16, 2005 to February 2, 2006 were:

\$ 7,372.00	WISKI Training Billing
\$ 2,208.00	Additional AquaCalc
\$ 2,549.70	Meter Cost Share Assistance for South Platte NRD
\$ 13,489.00	UNL Drought Planning
\$ 9,000.00	Bridgeport Ultra Sonic Flow Meters
\$ 29,500.00	Assistance for Bostwick Irrigation District
\$ <u>108,350.00</u>	Assistance for Frenchman-Cambridge Irrigation District
\$ 172,468.70	

clrshare/planning/gaul

Memo to Jack Wergin
February 9, 2006
Page 2

Funds currently budgeted but not yet expended:

\$ 25,046.52	Meter Cost Share for South Platte NRD
\$ 15,900.00 ⁽¹⁾	Satellite Data Collection Platforms/loggers*
\$ 1,136.73	An Additional Doppler Meter for the Lincoln Field Office*
\$ 1,300.00	A Digital GPS Camera for Field Office Use*
\$ 43,383.25	

*Note: New categories provided in November 3, 2005 memo to Jack Wergin, USBR and later approved. The Satellite Data Collection Platforms/Loggers category is a combination of three categories provided in that letter.

⁽¹⁾ Note: These items were approved by USBR in late November. We sent in a purchase request on these items in early December, but there has been a delay in getting approval from state purchasing. That approval was just received and we should be purchasing these items in the next few weeks. The Doppler meter and GPS camera should also be ordered in the next few weeks.

**Expenditures to Date on Agreement 03 FC 601826
Improved Hydrologic Data Collection Systems for Drought Monitoring
Period of 9/27/05 to 2/2/06**

<u>Item</u>	<u>Spent This Period</u>	<u>Spent To Date</u>	<u>Originally Budgeted</u>	<u>Expected Final Expenditure</u>	<u>Completed</u>
Assistance to Republican Irrigation Districts	0	\$151,500.00	\$151,500.00	\$151,500.00	Yes
Assistance to Republican Irrigation Districts 05	137,850.00	169,650.00	169,650.00	169,650.00	Yes
Lake McConaughy Water Set Aside	0	47,310.59	50,000.00	47,310.59	Yes
Improved Distribution of Streamflow Information via Internet	7,372.00	108,413.50	113,500.00	124,313.50	No
Upgrade six Big Blue Gaging Stations and Two Platte gages to DCPs (CR Fullerton Loup Power Ret), six Ord Gages, and four Norfolk Gages to DCPs		86,500.00	86,500.00	86,500.00	Yes
Purchase DCS Processing Tool Kit with Install/Training	0	4,000.00	(6,500)	4,000.00	Yes
Hydrological Data Manager Administrative Package	0	5,202.00	(6,000)	5,202.00	Yes
Sewer to House Hydro Manager Software and Data		5,339.50	(6,000)	5,339.50	Yes
Consulting Contract on Web Page Upgrade and Data Collection	0	0	(8,500)	0	
*In House Training in Use of WISKI Hydrologic Software	7,372.00	7,372.00	----	7,372.00	Yes

<i>*Satellite Data Collection Platforms/loggers</i>						
Equip DNR with Flow Measurement Equipment	11,208	17,456	16,500	15,900.00	No	
2 Ultrasonic Open Channel Flow Meters	9,000.00	9,000.00	(9,000)	9,000.00	Yes	
1 Dopler Meter for Lincoln Field Office	0	1,138.00	(1,150)	1,138.00	Yes	
3 Aqua-Calcs	0	5,110.00	(6,350)	5,110.00	Yes	
1 Additional AquaCalc*	2,208.00	2,208.00	----	2,208.00	Yes	
A Digital GPS Camera for Field Office Use*	0	0	----	1,300.00	No	
1 Additional Dopler Meter	----	----	----	1,136.73	No	
Upgrade Gaging Equipment in Republican Basin	2,086.78	15,682.20	17,000.00	15,682.20	No	
5 Satellite Links	0	13,310.00	(13,500)	13,310.00	Yes	
Walking Bridge at Cambridge & Ladder at Medicine Creek	0	2,372.20	(3,500)	2,372.20	Yes	
Meter Cost-Share for South Platte NRD	2,549.70	74,953.48	100,000	100,000.00	No	
On-Site Computer Capabilities for Surface Water Distribution (14 systems)	0	37,211.14	37,000	37,211.14	No	
Place a New Gage on South Platte River near Paxton	0	4,589.84	15,000	4,589.84	Yes	
Update Drought Mitigation Plan	13,489.00	25,000.00	25,000	25,000.00	Yes	
TOTAL	\$172,468.70	\$651,766.75	\$695,150	\$695,150.00	No	

*New categories provided in a November 3, 2005 memo to Jack Wergin, USBR and subsequently approved. The satellite data collection platforms/loggers category is a combination of three categories provided in that letter.

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back).

OMB APPROVAL NO. 0348-0004		PAGE _____ OF _____ PAGES
1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT	
	b. "X" the applicable box <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED U.S. Bureau of Reclamation, Kansas-Nebraska Area		2. BASIS OF REQUEST <input checked="" type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY		5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER 47-0491233	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST	
		FROM (month, day, year) September 27, 2005	TO (month, day, year) February 2, 2006

9. RECIPIENT ORGANIZATION Name: NE Department of Natural Resources Number and Street: 301 Centennial Mall South, P.O. Box 94676 City, State and ZIP Code: Lincoln, NE 68509-4676	10. PAYEE (Where check is to be sent if different than item 9) Name: Number and Street: City, State and ZIP Code:
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11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES	(a) Improved Distribution of Streamflow Information via the Internet	(b) Update Drought Mitigation Plan	(c) Assistance for Republican Irrigation Districts	TOTAL
a. Total program outlays to date (As of date)	\$ 7,372.00	\$ 13,489.00	\$ 137,850.00	\$
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)	7,372.00	13,489.00	137,850.00	
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)	7,372.00	13,489.00	137,850.00	
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested (Line g minus line h)	7,372.00	13,489.00	137,850.00	
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)	\$

REQUEST FOR ADVANCE OR REIMBURSEMENT <i>(See instructions on back)</i>	OMB APPROVAL NO. 0348-0004		PAGE _____ OF _____ PAGES
	1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL	2. BASIS OF REQUEST <input checked="" type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED 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
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		FROM (month, day, year) September 27, 2005	TO (month, day, year) February 2, 2006

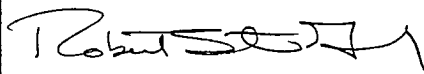
9. RECIPIENT ORGANIZATION Name: NE Department of Natural Resources Number and Street: 301 Centennial Mall South, P.O. Box 94676 City, State and ZIP Code: Lincoln, NE 68509-4676	10. PAYEE (Where check is to be sent if different than item 9) Name: Number and Street: City, State and ZIP Code:
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11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED				
PROGRAMS/FUNCTIONS/ACTIVITIES	(a) Equip DNR with Flow Measurement Equipment	(b) Meter Cost Share for the South Platte NRD	(c)	TOTAL
a. Total program outlays to date <i>(As of date)</i>	\$ 11,208.00	\$ 2,549.70	\$	\$ 172,468.70
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)	11,208.00	2,549.70		172,468.70
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)	11,208.00	2,549.70		172,468.70
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e	11,208.00	2,549.70		172,468.70
h. Federal payments previously requested				
i. Federal share now requested (Line g minus line h)	11,208.00	2,549.70		172,468.70
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)	\$

13.

CERTIFICATION

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 	DATE REQUEST SUBMITTED ^{RS} 9 February 2, 2006
	TYPED OR PRINTED NAME AND TITLE Robert S. Gaul	TELEPHONE (AREA CODE, NUMBER, EXTENSION) 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.
<p>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.</p>			
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 Department of Natural Resources
Nebraska Soil and Water Conservation Fund
South Platte NRD Water Meter Program Summary

Period 9/27/05 thru 2/2/06

South Platte NRD	5	\$2,549.70
Total for State	5	\$2,549.70

Invoice

Invoice Number: I-012606-01

Date: January 26, 2006

To:

Department of Natural Resources
 ATTN: Steve Gaul
 P.O. Box 94676
 301 Centennial Mall South, 4th Floor
 Lincoln, NE 68509-4676

Ship to (if different address):

DESCRIPTION	TOTAL
2 nd half billing for Soil Moisture/Drought Planning project activities	\$13,489.00
SUBTOTAL	\$13,489.00
TOTAL DUE	\$13,489.00

NOTE: *The Interagency Billing Invoice (IBI) will be initiated by our Business Office.
 Thank you.*

Kisters North America, Inc
 1401 El Camino Ave., Suite 370
 Sacramento, CA 95815



Tel 916.643.1260 Fax 916.643.4620
 KNA@kisters.net www.kisters.net

Natural Resources-Dept of
 301 Centennial Mall S 4th FLR
 PO Box 94676
 Lincoln, NE 68509-4876

Date	12/9/2005
Invoice No.	1151

Invoice

Customer No.	P.O. No.	Terms	Rep
	Steve Gaul	Net 30	KNA

Line N...	Description	Qty	Price	Total
1	Software Training (Days)	4	1,500.00	6,000.00
2	Directs: Food and Lodging	1	627.00	627.00
3	Directs: Travel	1	745.00	745.00

Subtotal \$7,372.00

Sales Tax \$0.00

Total amount payable USD \$7,372.00

FRENCHMAN-CAMBRIDGE IRRIGATION
P.O. BOX 116
W HWY 6 & 34
CAMBRIDGE, NE 69022

INVOICE #: T2227

INVOICE DATE: 06 DEC 2005

Telephone: 308-697-4535

STATE OF NEBRASKA
DEPT. OF NATURAL RESOURCES
P.O. BOX 94676
LINCOLN, NE 68509

CUSTOMER #: 627 (402-471-2363)

ATTN: ANN BLEED

PAYMENT TERMS: 30 DAYS TO PAY DUE DATE IS 05 JAN 2006

CHARGE	DESCRIPTION	AMOUNT
QUANTITY CODE		
0.00 DR	DROUGHT ASSISTANCE	108,350.00
	INVOICE TOTAL	108,350.00
	INVOICE BALANCE	108,350.00

*We appreciate
your assistance.
Thank you so much!
Ray Patterson*

PAID
12/6/05

STATEMENT



Great Plains Meter, Inc.

115 S. 16th Street

Aurora, NE 68818

Phone: (402) 694-4114 - Fax: (402) 694-6688

STATEMENT DATE: Aug 31, 2005

CUSTOMER ACCOUNT ID: NEBNA

NEBRASKA DEPT OF NATURAL RES
100 CENTENNIAL MALL NORTH
P O BOX 94676
LINCOLN, NE 68509-4676
USA

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT.

AMOUNT ENCLOSED: \$ _____

DATE	DUE DATE	REFERENCE	PAID	DESCRIPTION	AMOUNT	BALANCE
8/23/05	8/22/05	086292		PO# STEVE GAUL	9,000.00	9,000.00
TOTAL						9,000.00

0-30	31-60	61-90	Over 90 days
9,000.00	0.00	0.00	0.00

Thanks for your business.

TI Instruments

TOTAL TEMPERATURE INSTRUMENTATION INCORPORATED

Temperature Instrumentation, Inc.
Roy Road
Box 1073
Williston, VT 05495 USA
Phone: (802) 863-0085
Fax: (802) 863-1193

Packing Slip

Order Date: 8/23/2005
Order #: SO208379

Bill To:
Lonnie N.
Great Plains Meter Inc
115 South 16th Street
Aurora NE 68818

Ship To:
PO Harvey
Nebraska Dept of Natural Resources
729 Main St
Bridgeport NE 69336

Ship Date: 9/23/2005
Tracking #:
Ship Via: UPS Ground Shipping
PO #: 10203
Sales Rep: Matt Wheeler

Item	Description	Ordered	Back	Shipped
FLOCM3-P	MAINSTREAM OPEN CHANNEL A-V SYSTEM-PORTABLE	1		1
<i>Inst Flowmeter Rec 9-29-05</i>				
<i>S/N OCFM7968</i>				
<i>Tag 29B2702</i>				
<i>\$4500.00</i>				

RECEIVED

SEP 29 2005

DEPARTMENT OF NATURAL RESOURCES
BRIDGEPORT OFFICE

Thank you for your order! Matt W.



TOTAL TEMPERATURE INSTRUMENTATION INCORPORATED

Shipping Label Order Confirmation

Total Temperature Instrumentation, Inc.
Leroy Road
PO Box 1073
Williston, VT 05495 USA
Phone: (802) 863-0085
Fax: (802) 863-1193

Date	Order #
8/23/2005	SO208379

This is your order confirmation, not an invoice. Actual shipping date and charges will be determined at the time of invoicing.

Bill To	Ship To
Lonnie N. Great Plains Meter Inc 115 South 16th Street Aurora NE 68818	PO Harvey Nebraska Dept of Natural Recourses 729 Main St Bridgeport NE 69336
<i>Loaner was used til this one was rec.</i>	

Terms	PO #	Sales Rep	Ship Via
NET 30	10203	Matt Wheeler	UPS Ground Shipping
Ship Date	Tracking #	Comm Pref	Customer Phone #
8/23/2005	1ZX259760342579721	Fax	(402) 694-4114

Item	Quantity	Description	Unit Price	Amount
FLOCM3-P	1	MAINSTREAM OPEN CHANNEL A-V SYSTEM-PORTABLE	3,675.00	3,675.00
<p><i>Serial No. OCFM7963</i></p> <p><i>2nd Flowmeter shipped out 10-11-05</i></p> <p><i>And finally rec. 10-18-05</i></p> <p><i>Tag # 292708</i></p> <p><i>4,500.00</i></p>				
<p>RECEIVED</p> <p>OCT 18 2005</p> <p>DEPARTMENT OF NATURAL RESOURCES BRIDGEPORT OFFICE</p>				

Thank you for your order! Matt W.

Subtotal	3,675.00
Shipping Cost (UPS Ground Shipping)	0.00
Total	\$3,675.00

My

JBS Instruments

311 D Street, Suite A
West Sacramento, CA 95605
tel. 916.372.0534
fax 916.372.1624

Invoice

DATE	INVOICE #
11/30/2005	13025



Nebraska DNR Accounts Payable P.O. Box 94676 Lincoln, NE 68509
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P.O. NO.	TERMS	REP	SHIP VIA
verbal	Net 30 days	RLF	UPS

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
AQ5-Pro	AquaCalc Pro s/n D23242		2,200.00	2,200.00
Shipping	Shipping		8.00	8.00

Thank You For Your Order	Total	\$2,208.00
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JBS INSTRUMENTS
311 D Street, West Sacramento, CA 95777
Phone (916) 372-0534 Fax (916) 372-0534
jbs@jbsenergy.com www.jbsenergy.com

Packing Slip

Sold To:	Ship To:
Guy Lindeman NE DNR 301 Centinell Mall South 4th Floor Lincoln, NE 68509	Guy Lindeman NE DNR 301 Centinell Mall South 4th Floor Lincoln, NE 68509

Purchase Order No: Verbal Dated:

Quantity	Item	Supplies/Services	Model ID
1		AquaCalc Serial Number: D23242	AQP

Guy Lindeman [glindeman@dnr.state.ne.us]
Wednesday, November 30, 2005 11:26 AM
Mary Kreiner
Subject: FW: AquaCalc Pro

Mary;

I just ordered an AquaCalc Pro from JBS Energy for shipment to me. The cost of \$2,200 + shipping will be reimbursed by the USBR. You can check with Steve Gaul for details.

Guy

-----Original Message-----

From: Guy Lindeman [mailto:glindeman@dnr.state.ne.us]
Sent: Wednesday, November 30, 2005 11:18
To: Ron Faubion
Cc: Steve Gaul
Subject: AquaCalc Pro

Ron;

We would like to purchase another AquaCalc Pro with rod mount, cables, etc. I understand the price is still \$2,200 + shipping. Please ship to our ship to: Nebraska Dept. of Natural Resources, 301 Centennial Mall So., Lincoln, NE 68509. Send the invoice to our mailing address: PO Box 94676, same zip code. Thanks,

Guy

Contract (04) 14968
PO(09)-70150
Rec B# 760543

COPY

B.760699

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

WHEREAS, drought induced low reservoir levels in Swanson Lake and Hugh Butler Lake threaten a variety of uses, including irrigation, fish, wildlife, and recreation; and

WHEREAS, leaving additional storage water in those reservoirs 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 Swanson Lake when the lake drops below elevation 2730.95 (34,005 acre feet)
 - b) not call for 2005 irrigation season storage releases from Hugh Butler Lake when the lake drops below elevation 2571.30 (21,402 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 Swanson Lake: 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 \$57,875.
 - For Hugh Butler Lake: that payment for the 2005 irrigation season (leaving storage in the reservoir from the signature date of this contract through September 30, 2005) will be \$50,475.
- 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.

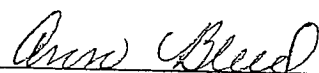
FRENCHMAN-CAMBRIDGE IRRIGATION DISTRICT



Ralph Best, President
Frenchman-Cambridge Irrigation District

10-4-05
Date

NEBRASKA DEPARTMENT OF NATURAL RESOURCES



Ann Bleed, Acting Director
Nebraska Dept. of Natural Resources

9/1/05
Date

APPROVED

AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL

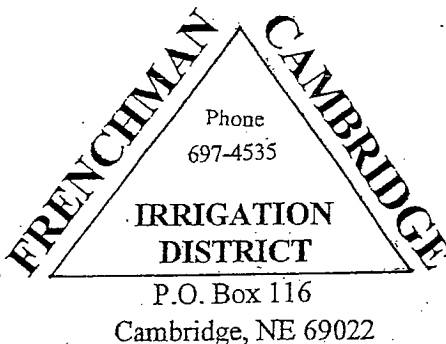
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COPY

RALPH BEST, Pres.
Oxford, NE 68967

ROBERT ANDREWS, Sec.
Cambridge, NE 69022

ROY PATTERSON, Supt.
Cambridge, NE 69022



ROBERT WALLEN, Vice Pres.
McCook, NE 69001

DON MOORE, Treas.
Cambridge, NE 69022

STAN GOODWIN, Attorney
McCook, NE 69001

October 4, 2005

RECEIVED

OCT 07 2005

DEPARTMENT OF
NATURAL RESOURCES

Department of Natural Resources
Ann Bleed, Acting Director
301 Centennial Mall South, 4th Floor
P.O. Box 94676
Lincoln, NE 68509-4676

Dear Ms. Bleed:

Please find enclosed one (1) copy of the Memorandum of Agreement between the Frenchman-Cambridge Irrigation District and the Nebraska Department of Natural Resources for Drought Assistance for Increased Reservoir Storage signed by Ralph Best, President, Board of Directors, Frenchman-Cambridge Irrigation District at the regular scheduled board meeting on October 4, 2005.

A copy is on file at the District office in Cambridge, NE.

Sincerely,

Roy L. Patterson
Superintendent

RLP: smw
Encl. (1)

Contract (04) 14966
POC (09) - 70149
RCC B# 760543

COPY

B. 760699

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

WHEREAS, drought induced low reservoir levels in Harlan County Lake 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 Harlan County Lake when the lake drops below elevation 1930.88 (149,459 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 Harlan County Lake: 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 \$29,500.

- 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).
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BOSTWICK IRRIGATION DISTRICT IN NEBRASKA

Walter Knehans
 Walter Knehans, Board President
 Bostwick Irrigation District in Nebraska

9-7-05
 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