

* * * Transmission Result Report (MemoryTX) (Sep. 30. 2005 4:22PM) * * *

1) DEPT. OF NATRL RES. 402-471-2900
2)

Date/Time: Sep. 30. 2005 4:15PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
5572	Memory TX	913083894780	P. 24	OK	

Reason for error

E. 1) Hang up or line fail
E. 3) No answerE. 2) Busy
E. 4) No facsimile connection

FAX TRANSMISSION

STATE OF NEBRASKA
Department of Natural Resources
P.O. Box 94676
Lincoln, Nebraska 68509-4676
Phone: (402) 471-2363
Fax: (402) 471-2900

Date: Sept 30, 2005

Pages: ~~25~~ 25, including cover

From: STEVE Gault

TO: Jack Wergin

Fax: (308) 389-4780

↓↓↓MESSAGE↓↓↓

Jack -

Attached is our Semi-Annual Program Report on the Oupht Assistance Grant. I'll mail you the original. I'll also try to get something to you next week about redirecting some remaining funds among categories. I'll try to talk with you about that first.

STEVE



FAX TRANSMISSION

STATE OF NEBRASKA
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Date: Sept 30, 2005

Pages: ~~25~~ 25, including
cover

From: STEVE GAWL

TO: JACK WERTIN

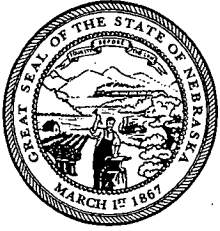
Fax: (308) 389-4780

↓↓↓MESSAGE↓↓↓

JACK -

Attached is our Semi-Annual Progress Report on the Drought Assistance Grant. I'll mail you the original. I'll also try to get something to you next week about redirecting some remaining funds among categories. I'll try to talk with you about that first.

STEVE



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 *Stur*

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 013624

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

<u>Item</u>	<u>Spent This Period</u>	<u>Spent To 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 via Internet	2,932.29	101,041.50	113,500.00	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	2,932.29	86,500.00	86,500.00	Yes
Purchase DCS Processing Tool Kit with 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	0	5,339.50	(6,000)	Yes
Consulting Contract on Web Page Upgrade and Data Collection	0	0	(8,500)	No
Equip DNR with Flow Measurement Equipment	0	0	16,500	Yes

2 Ultrasonic Open Channel Flow Meters	0	0	(9,000)	No
1 Dopler 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
TOTAL	\$73,518.05	\$479,298.05	\$695,150	No

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 <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
6. EMPLOYER IDENTIFICATION NUMBER 47-0491233	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST		
		FROM (month, day, year) June 16, 2005	TO (month, day, year) September 26, 2005	
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:		

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)	\$

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. PAGE _____ OF _____ PAGES
0348-0004

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

6. EMPLOYER IDENTIFICATION NUMBER
47-0491233

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. PERIOD COVERED BY THIS REQUEST
FROM (month, day, year) June 16, 2005 TO (month, day, year) September 26, 2005

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:

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

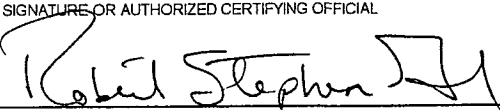
PROGRAMS/FUNCTIONS/ACTIVITIES	(d) Update Drought Mitigation Plan	(e) Assistance for Republican Irrigation Districts		TOTAL
a. Total program outlays to date <small>(As of date)</small>	\$ 11,511.00	\$ 31,800.00	\$	\$ 73,518.05
b. Less: Cumulative program income				
c. Net program outlays (Line a minus 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)	\$

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 September ³⁰ 28, 2005
	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:

Item	Entry	Item	Entry
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		

STANDARD FORM 270 (Rev. 7-97) Back

DNR 013632

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
	South Platte NRD (44 detail records)	\$25,187.98
	Total for All NRDs	\$25,187.98

SEXTON LUMBER & SUPPLY

P.O. Box K
CAMBRIDGE, NEBRASKA 69022
(308) 697-4800

A Division of Sexton Construction, Inc.

CUSTOMER'S ORDER NO.		PHONE		DATE <i>8-19-05</i>	
NAME <i>Geological Survey</i>					
ADDRESS <i>Near Dept 4 Natural Resources Box 426 Patterson St. Cambridge, Ne</i>					
SOLD BY	CASH	C.O.D.	CHARGE <input checked="" type="checkbox"/>	ON ACCT.	MDSE. RET'D.
PAID OUT					
QTY	DESCRIPTION			PRICE	AMOUNT
<i>4</i>	<i>Reinforce Cement mix</i>			<i>5.25</i>	<i>21.00</i>
	<i>447 0491233</i>				
<i>2</i>	<i>52" X 1" Rebar</i>			<i>6.50</i>	<i>13.00</i>
	<i>8/30/05</i>				
	<i>U.S.B.R. (Bridge Funds)</i>				
					<i>34.00</i>
RECEIVED BY <i>B. J. [Signature]</i>					TOTAL <i>34.00</i>

16790

All claims and returned goods
MUST be accompanied by this bill.

PRODUCT 610

Thank You

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	

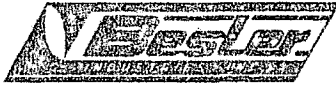
Sold To: DNR LINCOLN DEPT OF NATURAL RESOURCES ATTN: GUY LINDEMAN PO BOX 94676 LINCOLN, NE 68509-4676	Ship To: ATTN: GUY LINDEMAN DEPT OF NATURAL RESOURCES 4TH FLOOR 301 CENTENNIAL MALL SOUTH LINCOLN, NE 68509
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Order No. 7578	Order Date Aug 25, 2005	Customer No. D402	Salesperson BRANDT	PO Number GUY 8-25-05	Ship Via	Terms N30
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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 W/INTERNAL GPS 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 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. I.D. STAT01
P.O. NUMBER
P.O. DATE
OUR ORDER NO.
SALESPERSON B

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

Bud Edg...

*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

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

BOX 94676
LINCOLN, NE 68509-4676

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

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

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX.
	244	244		0.70	170.80	
2 X 2 SQ TUBE						
	447	447		0.70	312.62	
1/4 X 2X2 ANGLE						
	195	195		0.70	136.64	
3/16 X2X2 ANGLE						
	77	77		0.70	53.76	
3/16 X2 FLAT IRON						
	9	9		0.70	5.95	
3/16 X2 FLAT IRON						
	644	644		0.70	450.91	
3/16 X 2X2 ANGLE						
	162	162		0.70	113.09	
11GA X1X1 SQ						
Continued on next page...				SUBTOTAL :		
				TAX :		
				PAYMENTS :		
				TOTAL :		

Handwritten signature

Steve,

These were bought for the bridge
John had to pay for them and
will 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		
address				
city, state, zip		Cambridge Ne		
sold by		cash <input type="checkbox"/>	charge <input type="checkbox"/>	shipping information
		c.o.d. <input type="checkbox"/>	on acct. <input type="checkbox"/>	
quantity	description	price	amount	
1	Ads accounts (Feb pr)	1.12	14.00	
2	stapler		1.00	
3				
4			25.00	
5				
6	900 stap			
7				
8				
9				
10				
11				
12				
13				
14				
received by		J Paul		

DC5808LUV

Keep this slip for reference.

adams

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, 4th Floor
Lincoln, NE 68500-4676

Ship to (if different address):

DESCRIPTION	TOTAL
1 st 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

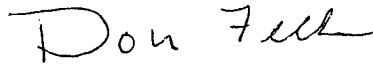
Ms. Ann Bleed, Interim Director
Nebraska Dept. of Natural Resources
301 Centennial Mall South
PO Box 94676
Lincoln, NE 68509-4676

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

COPY

ASD DATE 9/1/05

**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

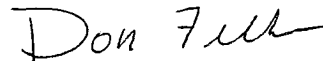
DEPARTMENT OF
NATURAL RESOURCES

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;

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 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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- 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 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