## **STATE OF NEBRASKA**

#### **DEPT OF NATURAL RESOURCES**

Remit To:

DEPT OF NATURAL RESOURCES INTERAGENCY BILLING # 290 P.O. BOX 94676 LINCOLN NE 68509-4676



#### INVOICE

Invoice Number:	114656
Page:	1 of 1
Invoice Date:	09/30/05
Account:	3048549
Due Date:	09/30/05

#### **BILLING ADDRESS:**

U.S. BUREAU OF RECLAMATION PO BOX 1670 GRAND ISLAND NE 68802-1670

ltem <u>Number</u>	Remark	<u>Amount</u>
001	29044005.461100StreamFlow Info	2,932.29
002	29044010.461100 Repub Basin	2,086.78
003	29044006.461100 SP NRD	25,187.98
004	29044004.461100 Drought Mitiga	11,511:00
005	29044007.461100 SW Dist	31,800.00

AGENCY PRE-AUDIT

Total Amount Invoiced

73,518.05

B.727829



## STATE OF NEBRASKA

DEPARTMENT OF NATURAL RESOURCES
Roger K. Patterson
Director

September 30, 2005

IN REPLY TO:

TO:

Jack Wergin

FROM:

Steve Gaul Sture

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:

$\mathcal{A}^{c}$	1044005	,
20	1044010	
20	044006	
20	7044004_	
2	9044007	•

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	\$31,800.00
TOTAL	\$73,518.05

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

	Spent	Spent		
<u>Item</u>	Period Period	Date	<u>Budgeted</u>	Completed
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	N <sub>o</sub>
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	(0000)	Yes
Sewer to House Hydro Manager Software and Data		5,339.50	(6,000)	Yes
Consulting Contract on Web Page Upgrade and Data Collection	0		(8,500)	No
Equip DNR with Flow Measurement Equipment	0		16,500	Yes

2 Ultrasonic Open Channel Flow Meters	0	0	(000 6)	N
I Dopler Meter for Lincoln Field Office	0	0	(7.150)	
3 Aqua-Calcs	0	\$ 110.00	(050 ×)	OAT
Upgrade Gaging Equipment in Republican Basin	2,086.78	15,682.20	(0.55.9)	Yes
5 Satellite Links	0	13,310.00	0.300.5	A
Walking Bridge at Cambridge & Ladder at Medicine Creek	2,086.78	2.372.20	(3 500)	res.
Meter Cost-Share for South Platte NRD	25.187.98	72 403 70	(000%)	Ies
On-Site Computer Capabilities for Surface Water		7,403,10	100,000	N <sub>0</sub>
Distribution (14 systems)	0	19,002.16	37,000	N <sub>o</sub>
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	S Z
TOTAL	\$73,518.05	\$479,298.05	\$695,150	e N

## Semi-Annual Program Performance Agreement 03FC601826 Improved Hydrologic Data Collection Sytems 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 is 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.

Completed But Underspent	Amount Left
Walking Bridge Cambridge/Ladder Medicine Creek Place a new gage on South Platte near Paxton	\$ 1,127.80 10,410.16
Place a new gage on South I latte from I writer	.29
Upgrade gaging station  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
On Site Computer Capabilities	- 211.14
TOTAL UNDEREXPENDITURE	16,727.61
*04 Lake McConaughy Water set aside	2,689.45 19,417.06
	19,417.00
Expenditures Still Underway Consulting Contract on Web Upgrade * Meter Cost Share for South Platte NRD Update Drought Mitigation Plan Two Ultra Sonic Flow meters *05 Republican Irrigation Districts 05	8,500.00* 27,596.22 13,489.00 9,000.00 137,850.00

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UR	REIMBUR	SE	VIENI	1. TYPE OF		ADVANCE		REIMBURSE- MENT		☑ CASH	
(5	See instructions	on ba	ack)	REQUEST		b. "X" the applicabl		PARTIAL		ACCRUAL	
3. FEDERAL SPONSORING AG WHICH THIS REPORT IS SU	-	VIZATIO	ONAL ELEMENT TO		YING N	NT OR OTHER UMBER ASSIGNED GENCY				TIAL PAYMENT REQU IBER FOR THIS REQU	
U.S. Bureau of Re	eclamation, l	Kans	sas-Nebraska Area								
6. EMPLOYER IDENTIFICATION	7. RECI	PIENT	S ACCOUNT NUMBER	8.		PERIOD COVE	RED	BY THIS REQUE			
NUMBER .	OR IE	ENTIF	YING NUMBER	FROM (mo.	nth, day	, <sub>year)</sub> June 16, 2	005		1	<sub>nth, day, year)</sub> eptember 26, 2	2005
47-0491233				ļ		·				spiember 20, 2	
9. RECIPIENT ORGANIZATION				10. PAYE	E (Whe	ere check is to be	sent if	different than item 9	9)		
Name: NE Departme	nt of Natura	l Res	sources	Name:							
Number and Street: 301 Cente	nnial Mall So	outh,	P.O. Box 94676	Number_ and Stree	 et:		<del></del> -				
			•								
City, State and ZIP Code: Lincoln,	, NE 68509-	4676	3	City, State and ZIP C						et:	
11.	COMPUTA	TIOI	N OF AMOUNT OF R	EIMBUR!	SEMI	ENTS/ADVAN	CES	REQUESTED			
PROGRAMS/FUNCTION	S/ACTIVITIES	<b>&gt;</b>	(almproved Dis ribution of streamflow in via the Inter	tolban	L7.	ade gagin ent in ican		Meter Cost are for 1th Platte )		TOTAL	<u>.</u>
a. Total program     outlays to date	(As of dat	(e)	\$ 2,932.29	\$	2,0	086.78	\$	25,187.9	8	\$	
b. Less: Cumulative progra	am income										
c. Net program outlays (Lin			2,932.29		2 (	086.78 /		25,187.9	0		
d. Estimated net cash outla	ys for advance		2,532.25		2,0	700.70		23,107.50	0	<del> </del>	
e. Total (Sum of lines c & d	)		2,932.29		2,0	86.78		25,187.98	8		
f. Non-Federal share of amo	ount on line e	.									
g. Federal share of amount	on line e		2,932.29		2,0	86.78		25,187.98	3		
h. Federal payments previou											
i. Federal share now reques minus line h)	ted (Line g		2,932.29		2,0	86.78		25,187.98	3		
<ul> <li>J. Advances required by month, when requested</li> </ul>	1st month										
by Federal grantor agency for use in making	2nd month	}									
prescheduled advances	3rd month										
12.	ora monar		ALTERNATE COMPU	TATION	FOR	ADVANCES	ONL	Y		<del></del>	
a. Estimated Federal cash ou	utlays that will be	e mad	e during period covered b	y the advar	nce		_			\$	
o. Less: Estimated balance of	of Federal cash	on ha	nd as of beginning of adva	ance period	d			-			
. Amount requested (Line a	miņus line b)									5	
UTHORIZED FOR LOCAL	REPRODUCT	ION	(Contii	nued on Re	everse	∌)		ANDARD FORM 270 (I			110

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·			1		T OR OTHER	-			ENT REQUEST
3, FEDERAL SPONSORING AGENC WHICH THIS REPORT IS SUBMIT	TED	-	IDENTIF	FYING NU DERAL AG	MBER ASSIGNED		NUMB	ER FOR	THIS REQUEST
U.S. Bureau of Recla	ımation, Kansa	as-Nebraska Area					<u> </u>		
6. EMPLOYER IDENTIFICATION	7. RECIPIENT'S	ACCOUNT NUMBER	8.			RED BY THIS REQU	TO (mon	th day v	ear)
NUMBER	OR IDENTIFY	NG NUMBER	FROM (mo	onth, day,		205	1 '		per 26, 2005
47-0491233					June 16, 2				
9. RECIPIENT ORGANIZATION			10. PAYE	EE (Whe	re check is to be s	ent If different than item	1 3)		
Name: NE Department	of Natural Res	ources	Name:						
Number and Street: 301 Centenn	ial Mall South,	P.Ö. Box 94676	Number and Str						
City, State and ZIP Code: Lincoln, N	E 68509-4676	3	City, Stand ZIP	⊃ Code:					
11.	COMPUTATIO	N OF AMOUNT OF R	EIMBU	RSEM	ENTS/ADVA	ICES REQUESTE	D	ı	
PROGRAMS/FUNCTIONS//		(d) Update Drought Mitigation Pl	fo	e) As or Re	sistance publican		٠		TOTAL
	`	Micigation	Di	istri	cts				72 510 05
a. Total program outlays to date	(As of date)	\$ 11,511.00	\$	3.	,800.00	\$	<del>-:</del>	\$	73,518.05
b. Less: Cumulative program	income								
c. Net program outlays (Line line b)	a minus	11,511.00		3.	,800.00				73,518.05
d. Estimated net cash outlays period	s for advance				200 00		:		73,518.05
e. Total (Sum of lines c & d)		11,511.00	<u> </u>	3.	,800.00			<del>                                     </del>	
f. Non-Federal share of amou	unt on line e		-			<del> </del>		+-	73,518.05
g. Federal share of amount o		11,511.00	0	3:	1,800.00			<del> </del>	70,010,00
h. Federal payments previous	sly requested							1-	73,518.05
i. Federal share now requeste minus line h)	ed (Line g	11,511.00	0 .	3	1,800.00		· · · · ·	-	73,310,00
j. Advances required by month, when requested	1st month				<u> </u>			-	
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prescheduled advances	3rd month	ALTERNATE COM	DITAT	ION F	OR ADVANC	S ONLY		ـــــــــــــــــــــــــــــــــــــ	
12.								\$	
a. Estimated Federal cash or					<u> </u>			1	
b. Less: Estimated balance	of Federal cash on	hand as of beginning of	advance	period	<u>-</u>			\$	
c. Amount requested (Line a AUTHORIZED FOR LOCAL	minus line b)		ontinued		erse)	STANDARD FOR	M 270 (Rev	. 7-97) rculars	A-102 and A-110

CERTIFICATION 13. DATE REQUEST SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL SUBMITTED I certify that to the best of my knowledge and belief the data on the September 28, 2005 reverse are correct and that all outlays were made in accordance with the TELEPHONE (AREA CODE, NUMBER, grant conditions or other agreement EXTENSION) and that payment is due and has not (402) 471-3955 Robert S. Gaul

This space for agency use

been previously requested.

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

- 2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
- 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.
- 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.
- 7 This space is reserved for an account number or other identifying number that may be assigned by the recipient.
- 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.
- 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

Entry Item

> 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.

- 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 inkind 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.
- 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.
- 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.
- 13 Complete the certification before submitting this request.

STANDARD FORM 270 (Rev. 7-97) Back

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

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

\* \* \* Transmission Result Report (MemoryTX) ( Sep. 30. 2005 4:22PM ) \* \* \* 1 DEPT. OF NATRL RES. 402-471-2900

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 answer

E. 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: Sapt 30, 2005

Pagos: \$25, including

From: Steve Caul

TO: JACK WETTIN

Fax: (308) 387-4780

↓↓↓ MESSAGE↓↓↓

Affactual is our Semi-Assural Progress Report on
the Original Assistance Crast. I'll mail you the
Original. I'll also try to get something to go 4
west week about redirecting some rensing finds
among entegories. I'll try to talk with you about
that first.

21ene



#### 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

From: STEVE GANI

TO: JICK WEIGIN

Fax: (308) 389-4780

Pages: \$25, including cover

↓↓↓ MESSAGE↓↓↓

Afficiend is our Semi-Annual Progress Report on
the Orneight Assistance Grant- I'll mail you the
61 ignal. I'll Also try to get something to 904
pext week about redirecting some remaining funds
among extegories. I'll try to talk with you about
that first.

STEVE

## SEXTON LUMBER & SUPPLY

P.O. Box K
CAMBRIDGE, NEBRASKA 69022
(308) 697-4800
A Division of Sexton Construction, Inc.

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16790 All 6	claims and returne T be accompanied b	ed goods y this bill.	C	Thank	) [

# 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 N 7578		Order Date	Customer No.	Salesperson		PO Number		Ship Via	Terms
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						•			.L	Total amount Less payment Less pmt. disc		3,0	79.14 0.00 0.00
									,	Amount due		3,0	79.14

BESLER INDUSTRIES, INC. P.O. Box B; West Hwy 6 & 34

Cambridge, NE 69022 (308) 697-4698 FAX: (308) 697-4747



INVOICE NUMBER:

39369

INVOICE DATE:

08/26/05

SHIP TO:

PAGE:

2

SOLD TO: STATE OF NE. DNR

BOX 94676

TERMS .....:

LINCOLN, NE 68509-4676

STATE OF NE. DNR

BOX 94676

LINCOLN, NE 68509-4676

CUST. I.D. .... STAT01

P.O. NUMBER ....:

P.O. DATE

OUR ORDER NO. ....

SALESPERSON ....: B

PAYMENTS: TOTAL

SHIP VIA . . . . : PICKED UP SHIP DATE . . .: 08/26/05 DUE DATE --- :: -09/05/05

NET INVOICE

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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				. ,		
B	w Edgh					
U.S.B.R. Bridge + S	Funds					
Bridge + 5	tairs.			SUBTOTAL:	2,027.78	

BESLER INDUSTRIES, INC.

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



INVOICE NUMBER:

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STATE OF NE. DNR

BOX 94676

LINCOLN, NE 68509-4676

STATE OF NE. DNR

BOX 94676

LINCOLN, NE 68509-4676

PAGE:

SHIP VIA . . . . :

PICKED UP SHIP DATE ...: 08/26/05

DUE DATE ...:

TERMS .....

09/05/05

NET INVOICE

CUST.LD. STATO1 P.O. NUMBER .....:

P.O. DATE .....:

OUR-ORDER NO. ....

SALESPERSON ....:

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET TX.
2 X 2 SQ TUBE		244		0.70	170.80
1/4 X 2X2 ANGLE	447	447		0.70	312.62
•	195	195		0.70	136.64
3/16 X2X2 ANGLE					
3/16 X2 FLAT IRON	77	77	in tarapa kapa	0.70 4, 4, 4 4 4 4 4	53.76
and the second s	. 9	9		0.70	5.95
3/16 X2 FLAT IRON	ω <sub></sub>				
The second secon	644	644		0.70	450.91
3/16 X 2X2 ANGLE					
	162	162	THE STATE OF	0.70	113.09
11GA X1X1 SQ					
Continued on next p	page			SUBTOTAL:	
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those were bought for the bridge John had to pay for them and will put it on his exsponse account.

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 NIT COTOO 4676

**DESCRIPTION** 

TOTAL

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

\$11,511.00

SUBTOTAL

Ship to (if different address):

\$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 0 9 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



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.
- 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.
- 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) <u>Drug Free Work Place Policy.</u> 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) <u>Technology Access.</u> 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).
- 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 Kolbet, Board President
H&RW Irrigation District

9-6-05 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

150 DATE 9/1/65

COPY

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

September 6, 2005

**RECEIVED** 

SEP 0 9 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

on 7M

Irrigation District

**DNR 013718** 

# 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.
- 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.
- 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) <u>Prevailing Law.</u> 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) <u>Drug Free Work Place Policy.</u> 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) <u>Technology Access.</u> 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, Board President
Frenchman Valley Irrigation District

Date.

NEBRASKA DEPARTMENT OF NATURAL RESOURCES

Ann Bleed, Acting Director

un Bleed

Nebraska Dept. of Natural Resources

<u>APPROVED</u>

AS TO FORM & CONTENT BY NDNR LEGAL COUNSEL

ADD DATE 9/1/05

COPY