


Febr. 27, 2005

NBID & DNR

1:00 PM



Contract Issues

* 10, 118 AF is  in contract, but it seems open ended regarding total AF & inflow can be miscalculated

* Natural Flow passing thru Harlan may not be a part of the deal from the District's perspective. They want to be able to store if water is coming through from above Harlan. They might consider passing the KS share of inflow if KS wants it.

~~~~~  
Generally speaking - inflow  $\approx$  evap. in summer months (Bill Peck (DNR))

Feb. 27, 2006 2:30 PM  
NBID + KBID + KDWR + NDNR

Kansas concerned about what limits + constraints on water supply as indicated in the contract.

Pope - Whatever storage is accrued will be released?

Deal begins ~~when~~ when 1<sup>st</sup> releases for direct diversion to irrigated land started + water supply is set at ?

Barfield - If we get a large in flow, what would it take to change

Answer: >40,000

Barfield -

If 50,000<sup>AF</sup> or say the 15,700 AF becomes 20,000<sup>AF</sup> will there be more for Kansas?

Delka - anything over 10,118 AF would be split between KBID and NBID

K. Nelson - That's different than what we heard before.

Pope - Is there a limit on natural flow?

Delka - No, its not limited by definition of "season" for purpose of storage release.

David Pope:

How do you account for additional inflow into Harlan in June-Aug.?

Marv:

It would be split as always and added to both accounts.

David Pope:

How is the <sup>sure</sup> 10,118 AF?

Marv:

It is possibly limited by the absolute shut-off at 1929.0 ft

Kenny:

How do you anticipate splitting the water in the summer?

Marv:

We would account as normal, but you would have a 10,118 AF bigger supply to start with.

Barfield:

That's not what I heard before, but that's ~~the~~ what I am hearing now.

Kenny:

This difference that is being discussed may be the difference between a 4" + 6" supply. We have a larger canal & natural flow essentially gets used to prime the canal. The storage releases are what he can depend on.

Worried about the loss of natural flow and may not be as substantial as expected.

David Pope:

There would be some risk of going "below shut-off" and would not even have the 10,118 AF.

Kenny: Natural flow causes district accounting nightmares,  
People fight

Barfield: If extra water comes in after May, does it  
accrue? Yes. <sup>Bill Peck</sup> It's better to

Barfield: Would NE Bastwick take water under any  
circumstances.

Ann Bleed: We would administer as if Superior were calling  
for water. (MTT left room for check on documents  
for Justin Lavene)

Kenny: 5-10% in KBID above Lovewell have been  
claimed under prevented plant.

Pope: Need an <sup>opposite</sup> "hold harmless" type document.  
Don't want this water deal to be construed  
as getting Nebraska off the hook.

Pope & Barfield: O+M - is it settled?

Bleed - It is between the districts

Bleed: Evap. should be according to current rule.

Pope: Doesn't think it was envisioned by negotiators.


Can we agree to do this year as 100% KS evap. and  
not in the future? We need to negotiate  
procedures to handle evap. under a buy-out  
scenario. (Maybe we could prorate evap. based on

swamps receiving air during a buy-out deal)

Barfield: What will be done to cover the O&M charges?

Orton: NE is paying NBID who is expected to reimburse KBID for extra \$ as estimated by USBR

Rauschauer: This needs to be spelled out in the Operating Agreements between the Districts.

Orton:  Will draw something up.



### Action Items from this meeting

- ① NE + KS hold harmless & waive
- ② Agreement between Districts on O&M
- ③ Final answer from KBID before March 15 on whether they will go with it.
- ④ Want written agreements in next week
- ⑤ Conference call ~~Monday~~ Wednesday March 8 10:15 AM

Pope: You have taken away the upside by limiting amount to 10,118 AF.

Board Meeting on Tuesday March 7 with elections

Comments on Memorandum of Agreement between NE Department of Natural Resources and the Bostwick Irrigation District

**WHEREAS, the State desires to “purchase: and/or “lease” the use of the District’s Water Supply for the calendar year 2006**

- Recommend inserting the following statement within the sentence – “*for use only on Bostwick Division project lands*”

**Paragraph II. A.**

“Water Supply” defined as ...”January, 2006, estimate of available supply, which is approximately 10,118 acre feet (AF), or actual June,2006, estimate of available supply for water storage use during the 2006 Irrigation Season for use by the District, as hereinafter defined, whichever is greater”...

- Needs clarification. June estimate could be less than January estimate if the actual storage above elevation 1927.00 is less than what is needed to supply the January estimate. Recommend referencing the June estimate and stating the estimate in January is 10,118 AF. The statement of which ever is greater could become confusing.
- Remove or clarify last sentence. Natural flows are split based on the existing agreement and accounting procedures.

**Paragraph II. B.**

“Irrigation Season”... “commencement of water deliveries at Superior-Courtland Diversion Dam”

- Definition of “last delivery”?
- Beginning of “Irrigation Season” as written is confusing. Natural flows are already being diverted into Courtland Canal for the purpose of refilling Lovewell. The season could also end in August but diversions may continue for the refilling of Lovewell.

**Paragraph III. A.**

- May need to clarify what “supply” is being relinquished. Paragraph II.A. references 10,118 AF. Will supply include any storage supply that could become available after June 1? Is it available supply as determined in June?

**Paragraph IV. A.**

- Remove “to its water users.” from the end of the 3<sup>rd</sup> sentence.
- Clarify what is expected from Reclamation as related to the calculation of the O&M charges. Reclamation will continue using actual diversions in the HCL O&M computations as indicated in the Districts O&M Agreement. If some other calculations are needed please indicate.

**Paragraph V. B.**

- Remove “as per the Consensus Plan” from third sentence. The Consensus Plan does not address releases to Kansas Bostwick.

**Paragraph V. C.**

- Replace “Consensus Plan” in the second paragraph with “existing agreements and contracts between the Bureau, District and Kansas Bostwick”.

2/27

KBID - BOR - NBID

mtg

Name

Representing

Ann Diers

NDNR

Craig Scott

Reclamation

Bill Peck

Reclamation

Steve Rorshaugen

Reclamation

Marv Swanda

Reclamation

Brad Edgerton

DNR

David L Pope

KS DWR

David Barfield

" "

Erin Bledsoe

No DWR

Mike Jelka

Ne. Bostwick

Watt Knehan

Ne. Bost

Lee Orton

"

Jim Tully

"

Kenny Melro

Ne. Bostwick

Mike Thompson

NE DNR

Justin Lavere

ACO



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Have to rely on January estimate of 10,118 AF

- Needs clarification. June estimate could be less than January estimate if the actual storage above elevation 1927.00 is less than what is needed to supply the January estimate. Recommend referencing the June estimate and stating the estimate in January is 10,118 AF. The statement of which ever is greater could become confusing.
- Remove or clarify last sentence. ~~Natural flows are split based on the existing agreement and accounting procedures.~~ OK

**Paragraph II. B.**

"Irrigation Season"... "commencement of water deliveries at Superior-Courtland Diversion Dam"


last direct delivery from storage for irrigation in 2006  
for direct diversion application to KBSD lands for irrigation

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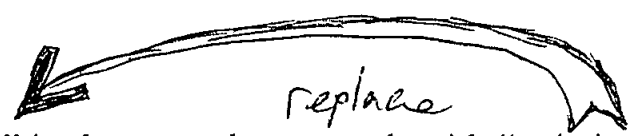
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Send WBR  
a clarifying  
letter

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