

7-13360 (2-03)  
Bureau of Reclamation



# United States Department of the Interior

BUREAU OF RECLAMATION  
Great Plains Region  
Nebraska-Kansas Area Office  
P.O. Box 1607  
Grand Island, Nebraska 68802-1607

IN REPLY REFER TO:

NK-100  
ADM-13.00 BSW/FC

**MAY 24 2006**

## MEMORANDUM

To: Regional Director, Billings, Montana  
Attention: GP-4500 (Gordon Aycock)

From: Alice E. Johns  
Area Manager **ALICE E. JOHNS**

Subject: Copies of Republican River Irrigation District Agreements with Nebraska Department of Natural Resources (NE DNR) for Calendar Year 2006

The NE DNR entered into agreements with three irrigation districts on the Republican River to "purchase" and/or "lease" the use of the districts' water supply for calendar year 2006. Attached are copies of these agreements as follows:

1. Memorandum of Agreement dated May 10, 2006, between the State of Nebraska, Nebraska Department of Natural Resources, and the Bostwick Irrigation District in Nebraska.
2. Memorandum of Agreement dated May 10, 2006, between the State of Nebraska, Nebraska Department of Natural Resources, and the Frenchman Valley Irrigation District.
3. Memorandum of Agreement dated May 10, 2006, between the State of Nebraska, Nebraska Department of Natural Resources, and the Middle Republican Natural Resources District, and Riverside Irrigation Company, Inc.

The agreement with the Bostwick Irrigation District in Nebraska included the natural flow and storage water available in Harlan County Dam, part of the Bostwick Division project water supply. This water will be provided to the Kansas Bostwick Irrigation District, based on provisions included in Amendment No. 2 to Memorandum of Agreement between the Bostwick Districts, dated May 18, 2006 (copy attached).

The agreement with the Frenchman Valley Irrigation District included the natural flow available to the District for diversion at the headgate of Culbertson Canal. These natural flows are identified as part of the project water supply in our water service contract with the District. In order for these natural flows to remain available in the

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stream for use on Reclamation project lands, it was necessary for the NE DNR to purchase the "natural flow" from Riverside Irrigation Company, Inc. The non-diversion by Riverside will allow the natural flow to be protected for downstream diversion by Frenchman Cambridge Irrigation District at Bartley Diversion Dam for use on project lands.

If you have any questions concerning these agreements, please contact Stephen Ronshaugen (308-389-5304) or Marv Swanda (308-345-1027).

Attachments

cc: GP-3100 (Lynnette Smith)  
NK-100 (Alice Johns)  
NK-300 (Mike Kube)  
NK-320 (Jack Wergin)  
NK-400 (Marv Swanda)  
w/attachments to all

WBR:SFRonshaugen:treichert:5/24/06:308-389-5304  
NEDNR AgreementsRepRiver2006.doc ADM-13.00 BSW, FC

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT entered into on this 10<sup>th</sup> day of May in the year of 2006 by and between; The STATE OF NEBRASKA, NEBRASKA DEPARTMENT OF NATURAL RESOURCES hereinafter referred to as the "STATE", and BOSTWICK IRRIGATION DISTRICT IN NEBRASKA hereinafter referred to as the "DISTRICT."

### WITNESSETH:

WHEREAS, the District has the rights to natural flow and storage use rights for an identified Water Supply as hereinafter defined in Paragraph II(A) for the year 2006; and

WHEREAS, the State desires to "purchase" and/or "lease" the use of the District's Water Supply for the calendar year 2006; and

WHEREAS, the District is willing to "sell" and/or "lease" the use of its identified Water Supply for the year 2006 to the State for the 2006 Irrigation Season.

NOW THEREFORE, in consideration of these facts, the parties agree as follows:

### I. DURATION OF AGREEMENT

This agreement is for the period from the execution of this Memorandum of Agreement (hereinafter "Agreement") to the end of the Irrigation Season as hereinafter defined in Paragraph II(B). There will be no extension or renewal of this Agreement unless further agreed to in writing by the parties.

### II. DEFINITIONS

For purposes of the Agreement, the following terms are defined as follows:

A. "Water Supply" shall mean the Water Supply determined by the U.S. Bureau of Reclamation (hereinafter "Bureau") under its water storage permit for Harlan County Lake as calculated and published by the Bureau for January 2006 according to the Harlan County Lake Operation Consensus Plan (hereinafter "Consensus Plan"), and natural flow that may become available for diversion at the Superior-Courtland Diversion Dam during the Irrigation Season.

B. "Irrigation Season" shall mean the date beginning with the commencement of water deliveries for direct irrigation at the Superior-Courtland Diversion Dam and ending on the date of the last water delivery for direct irrigation, which date shall be no later than September 1, 2006.

### III. THE DISTRICT AGREES TO PERFORM AS FOLLOWS:

A. The District agrees to sell and/or lease the rights to the use of its Water Supply as herein defined in Paragraph II(A) for the period from the date of the execution of this Agreement to the end of the Irrigation Season as herein defined in Paragraph II(B).

B. The District agrees to consult and collaborate with the State, the Natural Resources Districts and other basin water resource interests during the modification of the Integrated

Management Plans and associated Rules and Regulations now in effect with the several Natural Resources Districts for the Republican River Basin. The basis of these efforts shall be consistent with the letter to Governor Dave Heineman from the Nebraska Association of Resources Districts et al. dated January 9, 2006, and the letter from the Lower Republican Natural Resources District to Governor Dave Heineman dated February 1, 2006.

C. By execution of this Agreement, the District represents and affirms that, in accordance with all relevant state statutes and District procedures, the District has received the requisite affirmative vote of its electors, at a duly authorized meeting of the District, authorizing it to enter into this Agreement.

D. The District agrees to defend and uphold the provisions of this Agreement to ensure the purchase and/or lease of the use of the District's 2006 Water Supply to the State.

#### **IV. THE STATE AGREES TO PERFORM AS FOLLOWS:**

A. The State of Nebraska will pay the sum of two million five hundred thousand dollars (\$2,500,000.00) to the District, as payment in full to purchase and/or lease the use of the District's Water Supply, within ninety (90) days of the execution of this Agreement. This payment compensates the District for the sale and/or lease of its Water Supply as defined above for the calendar year 2006 to the State for the term of this Agreement. The State will also make a one time payment of sixty-four thousand five hundred dollars (\$64,500.00) to the District to assist the District in its payments of the annual operation and maintenance charges assessed by the U.S. Army Corp of Engineers. The District agrees to accept its computed share of those annual charges for such costs arising from the release of the Districts' share in accordance with a separate agreement between the District and Kansas Bostwick Irrigation District (hereinafter "Kansas Bostwick").

B. The State agrees to consult and collaborate with the District, the Natural Resources Districts and other basin water resource interests during the modification of the Integrated Management Plans and associated Rules and Regulations now in effect with the several Natural Resources Districts for the Republican River Basin. The basis of these efforts shall be consistent with the letter to Governor Dave Heineman from the Nebraska Association of Resources Districts et al. dated January 9, 2006, and the letter from the Lower Republican Natural Resources District to Governor Dave Heineman dated February 1, 2006.

C. The State agrees to do everything in its power, independently and in conjunction with, the District and its water users to assure the normal continuation of farm commodity assistance, federal crop insurance or other agricultural assistance programs which have been available to District water users in the past; and to take such actions including, but not limited to, amending the terms of this Agreement or providing interpretations hereof, as may be necessary because of this Agreement, to assure all such normal continuation of all such programs. This provision shall not be interpreted as a guaranty of any water user's ability to participate in any farm commodity assistance, federal crop insurance or other agricultural assistance programs which have been available to District water users in the past. Any denial of a water user's ability to participate in such programs shall not affect the validity of this Agreement.

D. The State will continue to work with the Natural Resources Districts and surface water irrigation districts to meet Nebraska's obligations under the Republican River Compact and Settlement Agreements.

E. By execution of this Agreement, the State represents and affirms that it has appropriated and secured the funds necessary to meet its obligations under this Agreement.

F. The State agrees to defend and uphold the provisions of this Agreement to ensure the purchase and/or lease of the use of the District's Water Supply to the State.

**V. THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

A. The parties agree to work with the Natural Resources Districts in meeting the goals and objectives identified in their Integrated Management Plans and corresponding groundwater management rules and regulations to help protect, to the extent possible, the District's 2006 Water Supply which includes storage water releases from Harlan County Lake and natural flow.

B. The parties agree to rely upon the Bureau for all necessary accounting and administration of the Water Supply during the term of this Agreement as authorized and required under the Consensus Plan and agreements and contracts between the Bureau, District and Kansas Bostwick; and to accept the Water Supply management determinations of the Bureau as authorized and required under the Consensus Plan and agreements and contracts between the Bureau, District and Kansas Bostwick. In the event that Kansas Bostwick does not accept releases from Harlan County Lake, the parties agree to further define and identify, by addendum to this Agreement, the Water Supply sold and/or leased by the District to the State during the 2006 Irrigation Season in conformance with the Bureau's routine accounting and administration procedures.

C. The parties agree that the District has retained and reserves the rights to any additional water that it would be entitled to receive under the agreements and contracts between the Bureau, District and Kansas Bostwick, outside of the constraints of this Agreement.

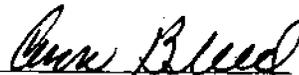
**BOSTWICK IRRIGATION DISTRICT IN NEBRASKA**



Walter Knehans, Board President  
Bostwick Irrigation District in Nebraska

5-10-06  
Date

**NEBRASKA DEPARTMENT OF NATURAL RESOURCES**



Ann Bleed, Acting Director  
Nebraska Department of Natural Resources

5/10/06  
Date

**APPROVED**

STATE OF NEBRASKA  
DEPARTMENT OF REVENUE

ALS DATE 5/17/06

**MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT** entered into on this 10<sup>th</sup> day of May in the year of 2006 by and between; The **STATE OF NEBRASKA, NEBRASKA DEPARTMENT OF NATURAL RESOURCES** hereinafter referred to as the "STATE", and **FRENCHMAN VALLEY IRRIGATION DISTRICT** hereinafter referred to as the "DISTRICT."

**WITNESSETH:**

**WHEREAS**, the District has the rights to natural flow for an identified Water Supply as hereinafter defined in Paragraph II for the calendar year 2006; and

**WHEREAS**, the State desires to "purchase" and/or "lease" the use of the District's Water Supply for the calendar year 2006; and

**WHEREAS**, the District is willing to "sell" and/or "lease" the use of its Water Supply for the calendar year 2006 to the State.

**NOW THEREFORE**, in consideration of these facts, the parties agree as follows:

**I. DURATION OF AGREEMENT**

This agreement is for the period from the execution of this Memorandum of Agreement (hereinafter "Agreement") to the end of the 2006 calendar year. There will be no extension or renewal of this Agreement unless further agreed to in writing by the parties.

**II. DEFINITIONS**

For purposes of the Agreement, the following term(s) are defined as follows:

"Water Supply" or "2006 Water Supply" shall mean the total amount of natural flow that would be available to the District for beneficial use at the Headgate of Culbertson Canal during the 2006 calendar year. Based on the average of natural flow diversions, as reflected in the State's records for the years 2001 to 2005, the expected water supply from natural flow is approximately 8000 Acre-Feet per year. Both parties agree that the actual amount of natural flow could be more or less than the five-year average.

**III. THE DISTRICT AGREES TO PERFORM AS FOLLOWS:**

A. The District agrees to relinquish the rights to the use of its Water Supply for the period from the date of the execution of this Agreement to the end of the 2006 calendar year.

B. By execution of this Agreement, the District represents and affirms that, in accordance with all relevant state statutes and District procedures, the District has received the requisite affirmative vote of its qualified electors, at a duly authorized meeting of the District, authorizing it to enter into this Agreement.

C. The District agrees to consult and collaborate with the State, the Natural Resources Districts and other basin water resource interests during the modification of the Integrated

Management Plans and associated Rules and Regulations now in effect with the several Natural Resources Districts for the Republican River Basin. The basis of these efforts shall be consistent with the letter to Governor Dave Heineman from the Nebraska Association of Resources Districts et al. dated January 9, 2006, and the letter from the Lower Republican Natural Resources District to Governor Dave Heineman dated February 1, 2006.

D. The District agrees to defend and uphold the provisions of this Agreement to ensure the purchase and/or lease of the use of the District's 2006 Water Supply to the State.

**IV. THE STATE AGREES TO PERFORM AS FOLLOWS:**

A. The State of Nebraska will pay the sum of four hundred thousand dollars (\$400,000.00) to the District, as payment in full to purchase and/or lease the use of the District's 2006 Water Supply, within ninety (90) days of the execution of this Agreement. This payment compensates the District for relinquishing the use of its Water Supply for the calendar year 2006 to the State for the term of this Agreement.

B. The State agrees to consult and collaborate with the District, the Natural Resources Districts and other basin water resource interests during the modification of the Integrated Management Plans and associated Rules and Regulations now in effect with the several Natural Resources Districts for the Republican River Basin. The basis of these efforts shall be consistent with the letter to Governor Dave Heineman from the Nebraska Association of Resources Districts et al. dated January 9, 2006, and the letter from the Lower Republican Natural Resources District to Governor Dave Heineman dated February 1, 2006.

C. The State will continue to work with the Natural Resources Districts and surface water irrigation districts to meet Nebraska's obligations under the Republican River Compact and Settlement Agreements.

D. By execution of this Agreement, the State represents and affirms that it has appropriated and secured the funds necessary to meet its obligations under this Agreement.

E. The State agrees to defend and uphold the provisions of this Agreement to ensure the purchase and/or lease of the use of the District's 2006 Water Supply to the State.

**FRENCHMAN VALLEY IRRIGATION DISTRICT**

*Clarence Jankovits Jr*  
Clarence Jankovits, Board President  
Frenchman Valley Irrigation District

5-15-06  
Date

**NEBRASKA DEPARTMENT OF NATURAL RESOURCES**

*Ann Bleed*  
Ann Bleed, Acting Director  
Nebraska Department of Natural Resources

5/16/06  
Date

**APPROVED**

AS TO FORM & CONTENT  
BY TDNR LEGAL COUNSEL

ASD DATE 5/9/06

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT entered into on this 10<sup>th</sup> day of May in the year of 2006 by and between; The STATE OF NEBRASKA, NEBRASKA DEPARTMENT OF NATURAL RESOURCES hereinafter referred to as the "STATE", The MIDDLE REPUBLICAN NATURAL RESOURCES DISTRICT hereinafter referred to as the "DISTRICT", and RIVERSIDE IRRIGATION COMPANY, INC. hereinafter referred to as the "COMPANY."

### WITNESSETH:

WHEREAS, the Company has the rights to natural flow for an identified Water Supply as hereinafter defined in Paragraph II for the year 2006; and

WHEREAS, the State and the District desire to "purchase" and/or "lease" the use of the Company's Water Supply for the calendar year 2006; and

WHEREAS, the Company is willing to "sell" and/or "lease" the use of its Water Supply for the calendar year 2006 to the State and the District.

NOW THEREFORE, in consideration of these facts, the parties agree as follows:

### I. DURATION OF AGREEMENT

This agreement is for the period from the execution of this Memorandum of Agreement (hereinafter "Agreement") to the end of the 2006 calendar year. There will be no extension or renewal of this Agreement unless further agreed to in writing by the parties.

### II. DEFINITIONS

For purposes of the Agreement, the following term(s) are defined as follows:

"Water Supply" or "2006 Water Supply" shall mean the total amount of natural flow that would be available to the Company for beneficial use at the Headgate of Riverside Canal during the 2006 calendar year. Based on the average of natural flow diversions, as reflected in the State's records for the years 2001 to 2005, the expected water supply from natural flow is approximately 2000 Acre-Feet per year. Both parties agree that the actual amount of natural flow could be more or less than the five-year average.

### III. THE COMPANY AGREES TO PERFORM AS FOLLOWS:

A. The Company agrees to relinquish the rights to the use of its Water Supply for the period from the date of the execution of this Agreement to the end of the 2006 calendar year.

B. By execution of this Agreement, the Company represents and affirms that, in accordance with all relevant state statutes and Company procedures, the Company has received the requisite affirmative vote of its qualified electors, at a duly authorized meeting of the Company, authorizing it to enter into this Agreement.

C. The Company agrees to consult and collaborate with the State, the Natural Resources Districts and other basin water resource interests during the modification of the Integrated Management Plans and associated Rules and Regulations now in effect with the several Natural Resources Districts for the Republican River Basin. The basis of these efforts shall be consistent with the letter to Governor Dave Heineman from the Nebraska Association of Resources Districts et al. dated January 9, 2006.

D. The Company agrees to defend and uphold the provisions of this Agreement to ensure the purchase and/or lease of the use of the Company's 2006 Water Supply to the State.

**IV. THE STATE AND THE DISTRICT AGREE TO PERFORM AS FOLLOWS:**

A. The State and the District will each pay the sum of fifty thousand dollars (\$50,000.00) to the Company, for a total payment of one hundred thousand dollars (\$100,000.00), as payment in full to purchase and/or lease the use of the Company's 2006 Water Supply, within ninety (90) days of the execution of this Agreement. These payments compensate the Company for relinquishing the use of its Water Supply for the calendar year 2006 to the State and the District for the term of this Agreement.

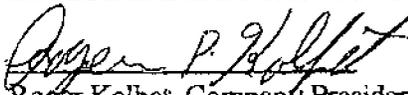
B. The State agrees to consult and collaborate with the Company, the Natural Resources Districts and other basin water resource interests during the modification of the Integrated Management Plans and associated Rules and Regulations now in effect with the several Natural Resources Districts for the Republican River Basin. The basis of these efforts shall be consistent with the letter to Governor Dave Heineman from the Nebraska Association of Resources Districts et al. dated January 9, 2006.

C. The State will continue to work with the Natural Resources Districts and surface water irrigation districts to meet Nebraska's obligations under the Republican River Compact and Settlement Agreements.

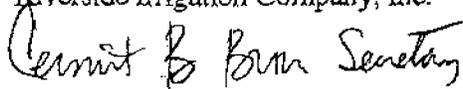
D. By execution of this Agreement, both the State and the District represent and affirm that they have appropriated and secured the funds necessary to meet their obligations under this Agreement.

E. Both the State and the District agree to defend and uphold the provisions of this Agreement to ensure the purchase and/or lease of the use of the Company's 2006 Water Supply to the State and the District.

**RIVERSIDE IRRIGATION COMPANY, INC.**

  
Roger Kolbet, Company President  
Riverside Irrigation Company, Inc.

5/15/06  
Date

  
Ernest B. Born Secretary

FROM : Goodwin Law Offices

FAX NO. : 345-2581

May. 23 2006 10:03AM P4

**NEBRASKA DEPARTMENT OF NATURAL RESOURCES**

*Ann Bleed*  
Ann Bleed, Acting Director  
Nebraska Department of Natural Resources

5/19/06  
Date

**APPROVED**

AS TO FORM & CONTENT  
BY NDNR LEGAL COUNSEL

*ADD* DATE 5/19/06

**MIDDLE REPUBLICAN NATURAL RESOURCES DISTRICT**

*Gayle Haag*  
Gayle Haag, Board President  
Middle Republican Natural Resources District

5/18/06  
Date

AMENDMENT NO. 2

DUPLICATE ORIGINAL (3 of 3)

AMENDMENT TO  
MEMORANDUM OF AGREEMENT  
BETWEEN THE  
BOSTWICK IRRIGATION DISTRICT IN NEBRASKA  
AND  
KANSAS-BOSTWICK IRRIGATION DISTRICT NO. 2

This AMENDMENT to the MEMORANDUM OF AGREEMENT made this 18<sup>th</sup> day of May, 2006, by and between Kansas-Bostwick Irrigation District No. 2, party of the first part, and the Bostwick Irrigation District in Nebraska, party of the second part.

WITNESSETH:

WHEREAS, the following statements are made by way of explanation:

a. Kansas-Bostwick Irrigation District No. 2, party of the first part, and the Bostwick Irrigation District in Nebraska, party of the second part, during Board of Directors meetings for each of the respective Districts executed the "Memorandum of Agreement between the Bostwick Irrigation District in Nebraska and Kansas-Bostwick Irrigation District No. 2" dated October 4, 2000.

b. The "Memorandum of Agreement between the Bostwick Irrigation District in Nebraska and Kansas-Bostwick Irrigation District No. 2" was amended on March 5, 2002, to provide a more accurate and comprehensive description of the water supply facilities covered by the Agreement.

c. To provide for appropriate accounting and delivery of water during the 2006 irrigation season, certain provisions of the Agreement needs amended to reflect procedures to be followed for the 2006 irrigation season, therefore the "Memorandum of Agreement between the Bostwick Irrigation District in Nebraska and Kansas-Bostwick Irrigation District No. 2" is hereby amended as follows:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set out, it is agreed as follows:

1. The following shall be substituted for the existing Article 3. G. for the 2006 irrigation season ONLY:

3. G. The Bostwick Irrigation District in Nebraska agrees before the start of the irrigation season to relinquish the rights to the use of its water supply in order for their water supply to be used on Kansas-Bostwick Irrigation District No. 2 project lands. For purposes of this agreement for the 2006 irrigation season only, "irrigation season" and "water supply" as used herein are defined as follows:

(1) "Water Supply" shall mean the Water Supply determined by the U.S. Bureau of Reclamation (hereinafter "Bureau") under its water storage permit for Harlan County Lake as calculated and published by the Bureau for January 2006 according to the Harlan County Lake Operation Consensus Plan (hereinafter "Consensus Plan"), and natural flow that may become available for diversion at the Superior-Courtland Diversion Dam during the Irrigation Season.

(2) "Irrigation Season" shall mean the date beginning with the commencement of water deliveries for direct irrigation at the Superior-Courtland Diversion Dam and ending on the date of the last water delivery for direct irrigation, which date shall be no later than September 1, 2006.

2. The following shall be substituted for the existing Article 2. as it applies to the 2006 irrigation season ONLY:

2. To the allocation and payment of irrigation's share of the Corps of Engineers' operation, maintenance and replacement cost associated with Harlan County Dam and Harlan County Lake based on the most recent three-year moving average of each District's total diversions as established by Reclamation. (See the spreadsheet attached hereto and made a part hereof as Attachment A for prior year computations and procedures for computing individual District percentages.)

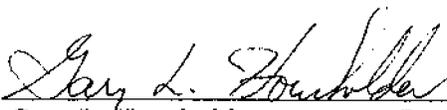
a. For purposes of this agreement for the 2006 irrigation season, the Bostwick Irrigation District in Nebraska's 2006 diversions to be recorded on Attachment A, will be computed assuming that the Bostwick Irrigation District in Nebraska had diverted their share of the 2006 Bostwick Division water supply into the Superior Canal. Commencing with water deliveries for direct irrigation at the Superior-Courtland Diversion Dam, available natural flow at Superior-Courtland Diversion Dam will be apportioned as described in Attachment B of this Memorandum of Agreement and ending no later than September 1, 2006. Accounting for the Bostwick Irrigation District in Nebraska's use of storage waters from Harlan County Lake will begin with the commencement of releases from Harlan County Lake for Kansas-Bostwick Irrigation District No. 2 and end when storage releases from Harlan County Lake for Kansas-Bostwick Irrigation District No. 2 have ceased for the season or September 1, 2006, whichever is earlier. The assumed use of water from Harlan County Lake by the Bostwick Irrigation District in Nebraska will be calculated using their proportionate share, as described in Attachment B, applied against the total releases from Harlan County Lake. The accounting for any diversions at Superior-Courtland Diversion

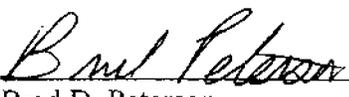
Dam subsequent to September 1, 2006 will be based on the historical methods used in prior years and recorded on said Attachment A.

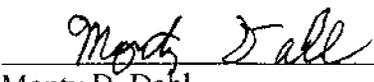
b. For purposes of this agreement in 2006, Kansas-Bostwick Irrigation District No. 2's total diversions will be computed as follows: Kansas-Bostwick Irrigation District No. 2's actual diversions during 2006, as accounted for by Reclamation, LESS the Bostwick Irrigation District in Nebraska's 2006 share of the Bostwick Division water supply as if they had diverted this supply into Superior Canal.

EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the "Memorandum of Agreement between the Bostwick Irrigation District in Nebraska and Kansas-Bostwick Irrigation District No. 2" shall remain in full force and effect.

BOARD OF DIRECTORS  
Kansas-Bostwick Irrigation District No. 2

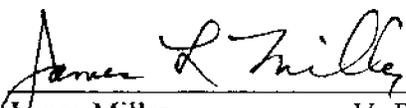
  
\_\_\_\_\_  
Gary L. Housholder                      President

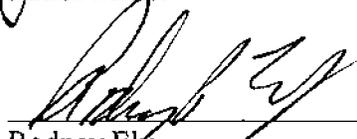
  
\_\_\_\_\_  
Brad D. Peterson                      Secretary

  
\_\_\_\_\_  
Monty D. Dahl                      Treasurer

BOARD OF DIRECTORS  
Bostwick Irrigation District in Nebraska

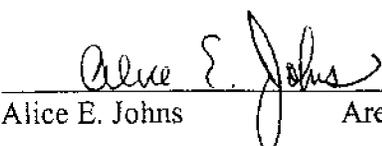
  
\_\_\_\_\_  
Walter Knehans                      President

  
\_\_\_\_\_  
James Miller                      V.-Pres./Sec.

  
\_\_\_\_\_  
Rodney Ely                      Treasurer

APPROVED:

BUREAU OF RECLAMATION  
Nebraska-Kansas Area Office

  
\_\_\_\_\_  
Alice E. Johns                      Area Manager

**COST DISTRIBUTION PERCENTAGES**

**ATTACHMENT A**

Corps of Engineers  
HARLAN COUNTY DAM

Revised: 3/3/2006

Year	Bostwick in Nebraska		Kansas-Bostwick No.2		3-Year Total Diversions	Total Annual Diversions	Percentage		3-Year Total Diversions	Use For Year
	(1) Annual Diversions	3-Year Total Diversions	(3) Annual Diversions	3-Year Total Diversions			Nebraska	Kansas		
1972	48,713	--	50,701	--	--	99,414	--	--	--	--
1973	53,569	--	50,635	--	--	104,204	--	--	--	--
1974	56,204	158,486	80,126	181,462	181,462	136,330	46.6%	339,948	53.4%	--
1975	52,810	162,583	79,574	210,335	210,335	132,384	43.6%	372,918	56.4%	--
1976	66,885	175,899	110,406	270,106	270,106	177,291	39.4%	446,005	60.6%	--
1977	40,226	159,921	59,353	249,333	249,333	99,579	39.1%	409,254	60.9%	--
1978	50,356	157,467	71,009	240,768	240,768	121,365	39.5%	398,235	60.5%	--
1979	33,418	124,000	56,927	187,289	187,289	90,345	39.8%	311,289	60.2%	--
1980	55,360	139,134	83,490	211,426	211,426	138,850	39.7%	350,560	60.3%	--
1981	27,916	116,694	52,661	193,078	193,078	80,577	37.7%	309,772	62.3%	--
1982	39,776	123,052	66,436	202,587	202,587	106,212	37.8%	325,639	62.2%	1984
1983	52,238	119,930	83,964	203,061	203,061	136,202	37.1%	322,991	62.9%	1985
1984	58,875	150,889	84,092	234,492	234,492	142,967	39.2%	385,381	60.8%	1986
1985	51,553	162,666	60,331	228,387	228,387	111,884	41.6%	391,053	58.4%	1987
1986	58,665	169,093	69,133	213,556	213,556	127,798	44.2%	382,649	55.8%	1988
1987	47,181	157,399	67,334	196,798	196,798	114,515	44.4%	354,197	55.6%	1989
1988	62,288	168,134	90,207	226,674	226,674	152,495	42.6%	394,808	57.4%	1990
1989	48,740	158,209	68,414	225,955	225,955	117,154	41.2%	384,164	58.8%	1991
1990	41,837	152,865	80,909	239,530	239,530	122,746	39.0%	392,395	61.0%	1992
1991	39,993	130,570	64,110	213,433	213,433	104,103	38.0%	344,003	62.0%	1993
1992	25,471	107,301	20,323	165,342	165,342	45,794	39.4%	272,643	60.6%	1994
1993	17,718	83,182	30,542	114,975	114,975	48,260	42.0%	198,157	58.0%	1995
1994	55,207	98,396	71,277	122,142	122,142	126,484	44.6%	220,538	55.4%	1996
1995	62,291	135,216	80,129	181,948	181,948	142,420	42.6%	317,164	57.4%	1997
1996	46,764	164,262	71,942	223,348	223,348	118,706	42.4%	387,610	57.6%	1998
1997	53,121	162,176	74,549	226,620	226,620	127,670	41.7%	388,796	58.3%	1999
1998	53,122	153,007	75,370	221,861	221,861	128,492	40.8%	374,868	59.2%	2000
1999	55,797	162,040	80,163	230,082	230,082	135,960	41.3%	392,122	58.7%	2001
2000	67,992	176,911	95,161	250,694	250,694	163,153	41.4%	427,605	58.6%	2002
2001	48,226	172,015	72,700	248,024	248,024	120,926	41.0%	420,039	59.0%	2003
2002	43,863	160,081	72,634	240,495	240,495	116,497	40.0%	400,576	60.0%	2004
2003	28,776	120,865	53,191	198,525	198,525	81,967	37.8%	319,390	62.2%	2005
2004	5,800	78,439	30,913	156,738	156,738	36,713	33.4%	235,177	66.6%	2006
2005	4,712	39,288	27,780	111,884	111,884	32,492	26.0%	151,172	74.0%	2007

Data to fill in columns (1) and (3) can be found in Table 6 of AOP