

AGENDA AND MEETING NOTICE
Tri-Basin Natural Resources District
Wednesday, October 22, 2025 at 7:30 PM
Tri-Basin NRD Office
1723 Burlington St., Holdrege NE

- (1) **1. Call the Meeting to Order – Chairman** (Public Meeting Law posting notice)
- (1) **2. Roll Call – NRD Board of Directors**
- (3) **3. Excuse Absences**
- 4. Approve Meeting Agenda**
- (5) **5. Approve minutes**
 - A.** September 17, 2025 Board meeting & Hearing
 - B.**
- (5) **6. Financial Report – Treasurer**
 - A.** Review and Action on Expenses
 - B.** Special Bills-(Visa, attorney)
- (10) **7. Natural Resources Conservation Service (report enclosed)**
 - A.** FSA Farm Plans
 - B.** Activity and progress report
- (10) **8. Cost-share Report**
 - A.** Well Decommissioning Applications
 - B.** NSWCP, NRD, NE WILD, WCIP, buffer strips
- (10) **9. Groundwater Management**
 - A.** Groundwater and Cert. Acres transfers
 - B.** New well variances
 - C.** Certification correction requests
 - D.** BELF Land leases
- (5) **10. Other Business – Opportunity for public to introduce non-agenda items for comments**
 8:20 **and/or discussion** (Guests are asked to limit their comments to five minutes unless prior arrangements have been made with the NRD office).
- (10) **11. Unfinished Business**
 - A.** USDA-NRCS Scope of Work agreement
 - B.** Select Three Platte Basin Stakeholders
 - C.**
 - D.**
- (10) **12. NARD Report**
 - A.**
 - B.**
- (5) **13. Committee Reports**
 - A.** Schedule Planning Com'te. Mtg.
 - B.**
- (5) **14. Staff Reports & Necessary Action**
 - A.** Board Directives to Staff
 - B.** Out-of-state travel approval
- (10) **15. Monthly Reports**

A. Republican Basin	F. Sacramento Creek	K. Middle Lost Creek
B. Platte Basin	G. Fort Kearny	L. CoHyst/Platte Basin Coalition
C. Sand Creek/Little Blue Basin	H. Fort Kearny-West	M. Rainwater Basin JV
D. North Dry Creek	I. South Dry Creek	N. Platte-Republican Diversion
E. Odessa	J. Whiskey Slough	O. CNPPID
- (10) **16. New Business**
 - A.** Consider resignation of Dave Raffety SD#6 Director
 - B.**
 - C.**
- (15) **17. Personnel and legal matters (Executive session)**
- (5) **18. Concerns & Comments**
- 9:30 **19. Next Board Mtg., Wednesday, November 19, 2025-1:30 PM, Tri-Basin NRD office**
- 20. Adjourn**

*Individuals needing special accommodations to participate in the meeting's activities or who wish to speak to the board for more than five minutes on a subject should notify the Tri-Basin NRD Office at (877) 995-6688 at least three days in advance.

October

- 13** Columbus Day (banks, government offices closed)
- 31** LR 168 Hearing (Riparian Vegetation mgt.), 1:30 Pm State Capitol, Lincoln NE

MINUTES OF THE TRI-BASIN NRD BOARD MEETING
Wednesday, September 17, 2025, 1:30 p.m.
Tri-Basin Natural Resources District
1723 Burlington, Holdrege, NE

The regular monthly board meeting of the Tri-Basin Natural Resources District (NRD) was called to order by Chairman, Todd Garrelts at 1:30 p.m. Garrelts noted Public Meeting Law was posted in the meeting room.

ROLL CALL

Roll call was taken with 13 directors present: Bergstrom, Bilka, Garrelts, Grams, Grimes, Harris, Hinrichs, Larson, Lundeen, Philips, Raffety, Reynolds, and Ryan.

Notice of the meeting was published in the Holdrege Citizen, Valley Voice and Minden Courier and announced on radio station KRVN, Lexington.

EXCUSED ABSENCES

No absences to excuse

MEETING AGENDA

Moved by Bilka, seconded by Grimes to accept the meeting agenda for the September 17, 2025 Board Meeting. Motion carried

AYE: Bergstrom, Bilka, Garrelts, Grams, Grimes, Harris, Hinrichs, Larson, Lundeen, Philips, Raffety, Reynolds, Ryan

NAY:

ABSTAIN:

ABSENT:

MINUTES

Thorburn presented the minutes of August 20, 2025, Work Session meeting.

Moved by Bilka seconded by Ryan, to approve the minutes for the August 20, 2025, Work Session meeting. Motion carried.

AYE: Bilka, Garrelts, Grams, Grimes, Hinrichs, Lundeen, Reynolds, Ryan

NAY:

ABSTAIN: Bergstrom, Harris, Larson, Philips, Raffety

ABSENT:

Thorburn presented the minutes of August 20, 2025, Board of Directors meeting and NRD FY 2025-26 budget hearing. Harris noted that he missed the meeting but was indicated as "present".

Moved by Bilka seconded by Grams, to approve the minutes for the August 20, 2025, Regular Board of Directors meeting as corrected. Motion carried.

AYE: Bilka, Garrelts, Grams, Grimes, Hinrichs, Lundeen, Philips, Reynolds, Ryan

NAY:

ABSTAIN: Bergstrom, Harris, Larson, Raffety

ABSENT:

FINANCIAL REPORT:

Thorburn presented the financial report for the month of August 2025 as follows:

Accrual Expenditures for Month	\$156,313.97
Accrual Revenues for Month.....	\$30,488.50
Actual Expenditures for Month	\$176,879.35
Actual Revenues for Month.....	\$116,514.94
Main Checking- August 31, 2025.....	\$118,890.08

TRI-BASIN NRD BOARD MINUTES
September 17, 2025
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Accounts Receivable – August 31, 2025-----	\$88,316.51
CD/Sinking Funds – Bruning Bank – August 31, 2025-----	\$161,966.21
Building Sinking Fund – August 31, 2025-----	\$87,475.87
Vehicle Sinking Fund – August 31, 2025-----	\$80,383.72
Water Resources Fund – August 31, 2025-----	\$135,156.52
Whiskey Slough IPA Balance – August 31, 2025-----	\$7,077.77
Fort Kearny-West IPA Balance – August 31, 2025-----	\$12,645.68
South Dry Creek IPA Balance – August 31, 2025-----	\$11,245.22
Fort Kearny IPA Balance – August 31, 2025-----	\$10,829.74
Sacramento Creek IPA Balance – August 31, 2025-----	\$9,020.58
North Dry Creek IPA Balance – August 31, 2025-----	\$10,027.52
Water Jamboree – August 31, 2025-----	\$3,964.29
Odessa IPA – August 31, 2025-----	\$20,815.99
Sacramento Creek IPA Loan Balance – August 31, 2025-----	\$0

Moved by Reynolds, seconded by Larson to accept the August 2025 Financial Report and submit for audit. Motion carried.

AYE: Bergstrom, Bilka, Garrelts, Grams, Grimes, Harris, Hinrichs, Larson, Lundeen, Philips, Raffety, Reynolds, Ryan

NAY:

ABSTAIN:

ABSENT:

SPECIAL BILLS

Thorburn presented the VISA and attorney bills for approval.

Moved by Bergstrom, seconded by Bilka, to approve the Visa and attorney bills. Motion carried.

AYE: Bergstrom, Bilka, Garrelts, Grams, Grimes, Harris, Hinrichs, Larson, Lundeen, Philips, Raffety, Reynolds, Ryan

NAY:

ABSTAIN:

ABSENT:

NRCS REPORT

FSA Farm Plans: Kerner stated that NRD board approval of NRCS Conservation Plans is no longer required. The TBNRD board decided not to vote on them any longer. NRD staff review of conservation plans will continue and plans will be provided to NRD directors for their information.

Moved by Bilka, seconded by Ryan, to discontinue routinely voting on NRCS HEL Conservation Plans.

AYE: Bergstrom, Bilka, Garrelts, Grams, Grimes, Harris, Hinrichs, Larson, Lundeen, Philips, Raffety, Reynolds, Ryan

NAY:

ABSTAIN:

ABSENT:

Activity and Progress Report: Kerner reported there are rule changes to EQIP for current contracts. They cannot be renewed; however, producers can reapply without a waiting period. Statement of Work document is in review by Thorburn. This describes the work done by NRCS in cooperation with the NRD. Next month the board will be asked to vote to approve it.

COST SHARE REPORT

Well Decommissioning – Nothing to approve

NSWCP & NRD Applications – Nothing to approve

GROUNDWATER MANAGEMENT

Nothing to report

Educational Land Leases – There were no Educational Lands and Funds applications for approval.

OTHER BUSINESS

The public was given the opportunity to bring other specific business or non-agenda items before the board for comment or discussion.

UNFINISHED BUSINESS

After the conclusion of the public hearing on the NRD levy Thorburn presented the FY 2025-26 Property Tax Levy for approval.

Moved by Bilka, seconded by Bergstrom, to approve the FY 2025-26 property tax levy for approval.

Motion carried.

AYE: Bergstrom, Bilka, Garrelts, Grams, Grimes, Harris, Hinrichs, Larson, Lundeen, Philips, Raffety, Reynolds, Ryan

NAY:

ABSTAIN:

ABSENT:

NARD REPORT

NARD Annual Conference is in Kearney on Sept. 29 & 30, 2025.

COMMITTEE REPORTS

Nothing to report.

STAFF REPORTS & NECESSARY ACTION

Nothing to report

MONTHLY REPORTS

Republican Basin: Rep. Basin Caucus, Tues. Sept. 30th at 7:45 a.m. at NARD Ann. Conf.

Platte Basin: Nothing to report

Sand Creek/Little Blue Basin: Nothing to report.

North Dry Creek: Final Drone Spraying for broadleaf

TRI-BASIN NRD BOARD MINUTES

September 17, 2025

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Odessa IPA: Refior reported that drone spray in ditch bottoms in several IPA's didn't work. Will hire someone else to spray. Finishing shredding, will spray for Canada thistle and then Phragmites.

Sacramento Creek: Nothing to report.

Fort Kearny: Nothing to report.

Fort Kearny West: Nothing to report.

South Dry Creek: Nothing to report.

Whiskey Slough: Nothing to report.

Middle Lost Creek: Nothing to report.

Lake Seldom: Nothing to report.

CoHyst/Platte Basin Coalition: Nothing to report.

Rainwater Basin Joint Venture: Rainwater Basin Conservation Day is Sept. 18. RWBJV Board Meeting is Sept. 23, at Upper Big Blue NRD in York.

Platte-Republican Diversion & Republican Basin Augmentation: Kuck moved cattle off Sept. 7. Refior calculated 233.5 AUM for the year, a third higher than previous years. This is the result of cross-fencing, additional water supplies and improved pasture health after the prescribed burn.

CNPPID Report: Dicke reported Platte excess flows diverted through E65 to Victor & Cottonwood, possibly to Linder. Water diversions can now be seen on the "Colors of Water" page on their website. McConaughy is at 41.2% capacity, 718,700 acre-feet. They are currently releasing 1000 cfs.

NEW BUSINESS

Thorburn reported to the board that they need to appoint three new stakeholders in the Platte Basin. The board recommended postponing until next month so they can talk to people. They will send their suggestions to John over the next month.

Thorburn suggested that with the changes with Holdrege Citizen that it is advisable to select a second newspaper of record. Thorburn suggested the Minden Courier.

Moved by Ryan, seconded by Grimes, to approve the Minden Courier as an additional Newspaper of Record for approval. Motion carried.

AYE: Bergstrom, Bilka, Garrelts, Grams, Grimes, Harris, Hinrichs, Larson, Lundeen, Philips, Raffety, Reynolds, Ryan

NAY:

ABSTAIN:

ABSENT:

Garrelts suggested moving back the October board meeting due to harvest. It was suggested to move it to October 22, 2025 at 7:30 pm.

Moved by Ryan, seconded by Grimes, to approve the board meeting back to October 22, 2025 at 7:30 pm for approval. Motion carried.

TRI-BASIN NRD BOARD MINUTES

September 17, 2025

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AYE: Bergstrom, Grams, Grimes, Harris, Hinrichs, Larson, Lundeen, Philips, Raffety, Reynolds, Ryan

NAY: Bilka, Garrelts

ABSTAIN:

ABSENT:

COMMENTS AND CONCERNS

Nothing to report

PERSONNEL AND LEGAL MATTERS

Thorburn asked for a executive session to discuss a potential lawsuit.

NEXT BOARD MEETING

TBNRD Regular Board Meeting will be held on Wednesday, October 22,2025, at 7:30 p.m. at Tri-Basin Natural Resource District, Holdrege, NE.

ADJOURNMENT

There being no further business, the meeting was adjourned at 2:28 pm

DIRECTORS PRESENT

Bilka, Garrelts, Grams, Grimes, Harris, Hinrichs, Lundeen, Philips, Reynolds, Ryan

OTHERS PRESENT:

John Thorburn, Sasha Hahn, Scott Dicke, Cammie Kerner Dalton Riefor, Nolan Little, Tammy Fahrenbruch, Nicole Simeon

Respectfully Submitted:

Nicole Simeon, Asst. Secretary

**MINUTES OF THE TRI-BASIN NRD PUBLIC HEARING
CONCERNING THE 2025/2026 LEVY
Wednesday, September 17, 2025, 1:10 p.m.
Tri-Basin Natural Resources District
1723 Burlington, Holdrege, NE**

The regular monthly board meeting of the Tri-Basin Natural Resources District (NRD) was called to order by Chairman, Todd Garrelts at 1:10 p.m. Garrelts noted Public Meeting Law was posted in the meeting room.

ROLL CALL

Roll call was taken with thirteen directors present: Bergstrom, Bilka, Garrelts, Grams, Grimes, Harris, Hinrichs, Larson, Lundeen, Philips, Raffety, Reynolds, Ryan. Notice of the meeting was published in the Holdrege Citizen, Valley Voice and Minden Courier and announced on radio station KRVN, Lexington.

BUSINESS

The public was given the opportunity to bring other specific business or non-agenda items before the board for comment and/or discussion.

ADJOURNMENT

There being no testimony from the public, and the hearing was closed at 2:10 p.m.

DIRECTORS PRESENT

Bergstrom, Bilka, Garrelts, Grams, Grimes, Harris, Hinrichs, Larson, Lundeen, Philips, Raffety, Reynolds, Ryan

OTHERS PRESENT:

John Thorburn, Sasha Hahn, Cammie Kerner, Scott Dicke, Nicole Simeon, Dalton Refior.

Respectfully Submitted:

Nicole Simeon, Asst. Secretary



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October 2025						
S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

New Balance
\$1,114.84
Minimum Payment Due
\$40.00
Payment Due Date
10/20/25

CHASE ULTIMATE REWARDS® SUMMARY

Previous points balance	99,510
+ 1 Point per \$1 earned on all purchases	1,060
+ 4 Pts per \$1 internet, cable, phone, ofc sply	0
+ 1 Point per \$1 on gas stns & restaurants	320

Total points available for redemption 100,890

Late Payment Warning:

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

Minimum Payment Warning:

Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, go to www.chase.com

ACCOUNT SUMMARY

Account Number: XXXX XXXX XXXX 1299

Previous Balance	\$3,226.28
Payment, Credits	-\$3,226.28
Purchases	+\$1,114.84
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	<u>\$0.00</u>

New Balance \$1,114.84

Opening/Closing Date	08/27/25 - 09/26/25
Revolving Credit Amount	\$45,000
Available Credit	\$43,885
Cash Access Line	\$2,250
Available for Cash	\$2,250

Past Due Amount	\$0.00
Balance over the Credit Access Line	\$0.00

YOUR ACCOUNT MESSAGES

Starting October 26th, 2025, the Chase DiningSM storefront in Ultimate Rewards will be decommissioned and Chase cardmembers will no longer be able to redeem points towards pre-paid restaurant reservations. Chase cardmembers will still be able to redeem for cash back, travel and more through Ultimate Rewards.

Your next AutoPay payment for \$1,114.84 will be deducted from your Pay From account and credited on your due date. If your due date falls on a Saturday, we'll credit your payment the Friday before.

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TRI-BASIN NRD
1723 BURLINGTON ST
HOLDREGE NE 68949-1313

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YOUR ACCOUNT MESSAGES (CONTINUED)

Your AutoPay amount will be reduced by any payments or merchant credits that post to your account before we process your AutoPay payment. If the total of these payments and merchant credits is more than your set AutoPay amount, your AutoPay payment for that month will be zero.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
09/09	BOSELMAN ENERGY INC HOLDREGE NE <i>fuel 40500</i> NOLAN A LITTLE TRANSACTIONS THIS CYCLE (CARD 1070) \$60.01	60.01 ✓
09/23	CATRINAS MEXICAN HOLDREGE 308-9955022 NE <i>41702</i> SASHA HAHN TRANSACTIONS THIS CYCLE (CARD 3298) \$53.59 <i>HEM Secretary</i>	53.59 ✓
08/27	CENEX-MINDEN STATION MINDEN NE <i>fuel 40500</i>	58.11
09/05	CASEY S #4303 ELM CREEK NE <i>fuel 40500</i>	62.94
09/11	SQ *SUTTON CHRISTIAN SCHO Grand Island NE <i>meal? 41702</i> PAT NOTT TRANSACTIONS THIS CYCLE (CARD 0982) \$139.05	18.00 ✓
09/19	AUTOMATIC PAYMENT - THANK YOU	-3,171.29
08/26	FEATHER HILL EXPRESS NIOBRARA NE <i>fuel 40500</i>	36.01
08/26	UNL ASHFALL PARK SHOP ROYAL NE <i>NRO managers 41702</i>	16.00
09/12	HAMPTON INNS BELLEVUE NE <i>41703</i>	129.99 ✓
09/12	GULF OIL 92059277 LINCOLN NE <i>fuel 40500</i> JOHN L THORBURN TRANSACTIONS THIS CYCLE (CARD 1299) \$2940.80- INCLUDING PAYMENTS RECEIVED	48.49
09/10	HOTSY EQUIPMENT OMAHA OMAHA NE <i>Supplies 43335</i>	47.48 ✓
09/25	TRACTOR SUPPLY #2860 HOLDREGE NE <i>Supplies 43335</i> DALTON C REFIOR TRANSACTIONS THIS CYCLE (CARD 3391) \$104.15	56.67
09/23	SP BATTERY JUNCTION BATTERYJUNCTI CT <i>43335</i> ESTHER SMITH TRANSACTIONS THIS CYCLE (CARD 0440) \$173.66	173.66 ✓
09/03	ONTIMETEL DIALMYCALLS JUPITER FL	-54.99 ✓
08/26	CONTROL YOURS 8665748820 NE <i>Subscription 41900</i>	55.00 ✓
09/02	ONTIMETEL DIALMYCALLS 800-928-2086 FL	54.99 ✓
09/07	ADOBE *800-833-6687 800-833-6687 CA <i>Subscription 41900</i>	47.98 ✓
09/17	Stamps.com 512-8864006 CA <i>postage 43700</i>	30.99 ✓
09/16	Auctane Stamps Store El Segundo CA <i>postage 43700</i>	106.98 ✓
09/22	APR*APPRIVER 850-932-5338 FL <i>Subscription 41900</i> NICOLE SIMEON TRANSACTIONS THIS CYCLE (CARD 2501) \$298.90	57.95 ✓

2025 Totals Year-to-Date

Total fees charged in 2025	\$0.00
Total interest charged in 2025	\$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	17.24%(v)(d)	- 0 -	- 0 -
CASH ADVANCES			
Cash Advances	28.99%(v)(d)	- 0 -	- 0 -
BALANCE TRANSFERS / MY CHASE LOAN			
Balance Transfers	17.24%(v)(d)	- 0 -	- 0 -
My Chase Loan	17.24%(v)(d)	- 0 -	- 0 -



INVOICE

BWJ Law Group
2900 South 70th Street, Suite 150
Lincoln, NE 68506

Invoice #: 10000
Date: 09-30-2025
Due On: 10-31-2025

Tri-Basin Natural Resources District
1723 North Burlington
Holdrege, NE 68949

Matter Name:135.01 NRD Matters

Services

Date	Atty	Description	Quantity	Rate	Total
09-08-25	DB	Telephone conference with Mr. Thorburn; check publication requirements.	0.20	250.00	\$50.00
09-16-25	KM	Telephonic communication with Mr. Thorburn regarding newspaper publication.	0.10	230.00	\$23.00
09-22-25	DB	Email communications.	0.20	250.00	\$50.00

Services Subtotal: \$123.00

Subtotal	\$123.00
Total	\$123.00

Total Matter Balance \$123.00

Please make all amounts payable to: Blankenau Wilmoth Jarecke, LLP

CONFIDENTIAL INFORMATION PROTECTED BY ATTORNEY/CLIENT PRIVILEGE

Tri-Basin Natural Resources District

Profit & Loss

September 2025

	Sep 25
Ordinary Income/Expense	
Income	
30100 · State Grants & Funds	3,286.20
30500 · General Property Taxes	
30502 · Phelps Co Tax	137,347.98
30503 · Kearney Co Tax	126,117.92
30500 · General Property Taxes - Other	57,138.89
Total 30500 · General Property Taxes	320,604.79
30900 · Customer Charges	
30917 · Plastic Mulch Sales	11.25
Total 30900 · Customer Charges	11.25
31900 · Chemigation68	
31901 · GQMA Well Permits	50.00
Total 31900 · Chemigation68	50.00
35000 · Reimbursements-Other Org.	29,578.55
Total Income	353,530.79
Gross Profit	353,530.79
Expense	
40500 · Auto & Truck Exp.	1,483.04
40700 · Directors Exp.	
40703 · Dir. Exp.- Registration & Misc	1,339.78
Total 40700 · Directors Exp.	1,339.78
40900 · Director Per Diem	4,550.00
41500 · Employee Benefits	
41530 · Employee Insurance	50,525.94
41531 · Employee Retirement	0.00
Total 41500 · Employee Benefits	50,525.94
41700 · Personnel Exp.	
41702 · Personnel-Meals	50.00
41703 · Personnel-Registration & Misc.	2,100.00
41700 · Personnel Exp. - Other	80.00
Total 41700 · Personnel Exp.	2,230.00
41900 · Fees & Licenses	4,317.91
42100 · Information & Education	2,965.86
43100 · Legal Notices	545.53
43300 · Office Expenses	
43335 · Supplies	458.73
Total 43300 · Office Expenses	458.73
43500 · Payroll Tax	4,416.72
43700 · Postage	330.99
43941 · Attorney	2,496.00
45000 · Internet Service	210.00
45200 · Telephone Exp.	413.96
45300 · Utilities	2,824.14
45500 · Salaries-Clerical	14,745.70
45700 · Salaries-Administrative	22,861.68
45900 · Salaries-Technical	18,514.09
46000 · Salaries - Maint. & Const. NRD	
46002 · Salaries-Summer Intern	434.08
Total 46000 · Salaries - Maint. & Const. NRD	434.08

10:09 AM

10/01/25

Accrual Basis

Tri-Basin Natural Resources District

Profit & Loss

September 2025

	Sep 25
46300 · Building Maintenance	89.99
46350 · PRRIP	8,706.40
47000 · District Cost-Share	500.00
47100 · Intergovernmental C/S	820.00
48000 · District Programs	287.00
48500 · Water Resources Projects	
48590 · Water Quality	1,204.67
Total 48500 · Water Resources Projects	1,204.67
Total Expense	147,272.21
Net Ordinary Income	206,258.58
Net Income	206,258.58

10:51 AM

10/01/25

Accrual Basis

Tri-Basin Natural Resources District

Profit & Loss Budget Performance

September 2025

	Sep 25	Budget	% of Budget	Jul - Sep 25	YTD Budget	% of Budget	Annual Budget
Ordinary Income/Expense							
Income							
30100 · State Grants & Funds	3,286.20	28,271.24	11.6%	6,178.52	84,813.72	7.3%	339,254.80
30200 · Pheasants Forever Funds	0.00	83.34	0.0%	0.00	250.02	0.0%	1,000.00
30300 · Federal Grants & Funds	0.00	25,000.00	0.0%	7,346.07	75,000.00	9.8%	300,000.00
30400 · Adandoned Well Refund	0.00	416.67	0.0%	0.00	1,249.97	0.0%	5,000.00
30601 · Pro-Rate Motor Vehicle	0.00	50.00	0.0%	0.00	150.00	0.0%	600.00
30604 · NE Water Quality	0.00	4,416.67	0.0%	11,038.70	13,249.97	83.3%	53,000.00
30801 · Whiskey Slough Income	0.00	0.00	0.0%	13.86	0.00	100.0%	0.00
30802 · South Dry Creek Income	0.00	0.00	0.0%	47.25	0.00	100.0%	0.00
30803 · Fort Kearney Income	0.00	0.00	0.0%	44.89	0.00	100.0%	0.00
30804 · Ft. Kearney West Income	0.00	0.00	0.0%	51.51	0.00	100.0%	0.00
30805 · North Dry Creek Income	0.00	0.00	0.0%	48.52	0.00	100.0%	0.00
30806 · Sac Creek Income	0.00	0.00	0.0%	16.50	0.00	100.0%	0.00
30807 · Odessa IPA Income	0.00	0.00	0.0%	85.73	0.00	100.0%	0.00
30900 · Customer Charges	11.25	4,987.18	0.2%	-1,792.16	14,961.54	-12.0%	59,846.16
31000 · Buffer Strip Payments	0.00	828.75	0.0%	0.00	2,486.25	0.0%	9,945.00
31100 · Investment Income	0.00	629.71	0.0%	1,212.81	1,889.13	64.2%	7,556.48
31200 · Water Jamboree Income	0.00	0.00	0.0%	23.81	0.00	100.0%	0.00
31300 · Miscellaneous Income	0.00	1,814.48	0.0%	129.00	5,443.44	2.4%	21,773.67
31900 · Chemigation68	50.00	3,750.00	1.3%	1,665.00	11,250.00	14.8%	45,000.00
35000 · Reimbursements-Other Org.	29,578.55	10,343.26	286.0%	67,474.53	31,029.78	217.5%	124,119.12
Total Income	353,530.79	80,591.30	438.7%	438,531.65	241,773.82	181.4%	967,095.23
Gross Profit	353,530.79	80,591.30	438.7%	438,531.65	241,773.82	181.4%	967,095.23
Expense							
40500 · Auto & Truck Exp.	1,483.04	2,716.66	54.6%	4,449.77	8,149.98	54.6%	32,600.00
40700 · Directors Exp.	1,339.78	1,250.00	107.2%	1,509.46	3,750.00	40.3%	15,000.00
40900 · Director Per Diem	4,550.00	1,666.66	273.0%	4,750.00	4,999.98	95.0%	20,000.00
41300 · Dues & Memberships	0.00	2,750.00	0.0%	30,708.49	8,250.00	372.2%	33,000.00
41500 · Employee Benefits	50,525.94	31,049.66	162.7%	78,812.54	93,148.98	84.6%	372,595.96
41700 · Personnel Exp.	2,230.00	1,250.00	178.4%	2,758.68	3,750.00	73.6%	15,000.00
41900 · Fees & Licenses	4,317.91	4,418.24	97.7%	26,415.88	13,254.70	199.3%	53,018.86
42100 · Information & Education	2,965.86	2,301.66	128.9%	5,516.19	6,904.98	79.9%	27,620.00
42200 · Wellness	0.00	166.66	0.0%	0.00	499.98	0.0%	2,000.00
42300 · Bonds	0.00	166.66	0.0%	0.00	499.98	0.0%	2,000.00
42500 · Insurance	0.00	0.00	0.0%	2,467.59	0.00	100.0%	0.00
43100 · Legal Notices	545.53	333.33	163.7%	591.41	999.99	59.1%	4,000.00
43300 · Office Expenses	458.73	1,763.41	26.0%	3,279.26	5,290.23	62.0%	21,161.00

10:51 AM

10/01/25

Accrual Basis

Tri-Basin Natural Resources District

Profit & Loss Budget Performance

September 2025

	Sep 25	Budget	% of Budget	Jul - Sep 25	YTD Budget	% of Budget	Annual Budget
43400 · Flower Fund	0.00	37.91	0.0%	164.78	113.73	144.9%	455.00
43500 · Payroll Tax	4,416.72	5,272.33	83.8%	16,126.16	15,816.99	102.0%	63,267.99
43700 · Postage	330.99	541.66	61.1%	1,333.30	1,624.98	82.1%	6,500.00
43940 · Audit Fees	0.00	779.16	0.0%	0.00	2,337.48	0.0%	9,350.00
43941 · Attorney	2,496.00	500.00	499.2%	4,559.20	1,500.00	303.9%	6,000.00
43944 · Mulch Contract	0.00	4,003.73	0.0%	0.00	12,011.19	0.0%	48,044.78
44700 · Project Operation & Main-Other	0.00	2,499.86	0.0%	3,772.35	7,499.58	50.3%	29,998.35
44900 · Purchases for Resale	0.00	759.21	0.0%	0.00	2,277.63	0.0%	9,110.57
44955 · Tree Planting Cost	0.00	235.64	0.0%	0.00	706.92	0.0%	2,827.75
45000 · Internet Service	210.00	291.66	72.0%	630.00	874.98	72.0%	3,500.00
45200 · Telephone Exp.	413.96	666.66	62.1%	1,374.29	1,999.98	68.7%	8,000.00
45300 · Utilities	2,824.14	2,152.65	131.2%	5,488.18	6,457.95	85.0%	25,831.89
45500 · Salaries-Clerical	14,745.70	19,387.91	76.1%	56,826.53	58,163.71	97.7%	232,654.90
45700 · Salaries-Administrative	22,861.68	30,878.51	74.0%	79,933.58	92,635.53	86.3%	370,542.17
45900 · Salaries-Technical	18,514.09	16,937.69	109.3%	66,494.84	50,813.07	130.9%	203,252.28
46000 · Salaries - Maint. & Const. NRD	434.08	3,605.00	12.0%	14,481.33	10,815.00	133.9%	43,260.00
46300 · Building Maintenance	89.99	1,187.50	7.6%	1,289.99	3,562.50	36.2%	14,250.00
46350 · PRRIP	8,706.40	7,000.00	124.4%	39,453.40	21,000.00	187.9%	84,000.00
46900 · Cons. Incentive Payment	0.00	83.33	0.0%	0.00	250.03	0.0%	1,000.00
47000 · District Cost-Share	500.00	6,745.41	7.4%	21,306.89	20,236.23	105.3%	80,945.00
47100 · Intergovernmental C/S	820.00	1,666.66	49.2%	116,544.53	4,999.98	2,330.9%	20,000.00
47200 · Offset Depletions	0.00	34,916.66	0.0%	352.99	104,749.98	0.3%	419,000.00
48000 · District Programs	287.00	0.00	100.0%	958.00	0.00	100.0%	0.00
48100 · Chemigation	0.00	500.00	0.0%	0.00	1,500.00	0.0%	6,000.00
48500 · Water Resources Projects	1,204.67	591.66	203.6%	1,249.33	1,774.98	70.4%	7,100.00
Total Expense	147,272.21	191,073.74	77.1%	593,598.94	573,221.22	103.6%	2,292,886.50
Net Ordinary Income	206,258.58	-110,482.44	-186.7%	-155,067.29	-331,447.40	46.8%	-1,325,791.27
Net Income	206,258.58	-110,482.44	-186.7%	-155,067.29	-331,447.40	46.8%	-1,325,791.27

Tri-Basin Natural Resources District*Bank Accounts History***As of September 30, 2025**

10:54 AM

10/01/2025

Accrual Basis

	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Credit</i>	<i>Debit</i>	<i>Balance</i>
Total 10213 · Main Checking				153,775.13	320,021.46	295,965.25
11105 · Bruning Bank CD						161,966.21
Total 11105 · Bruning Bank CD						161,966.21
11204 · Bldg Sinking Fund						87,457.87
Total 11204 · Bldg Sinking Fund						87,457.87
11205 · Vehicle Sinking Fund						80,383.62
Total 11205 · Vehicle Sinking Fund						80,383.62
11206 · Water Res Sinking Fund						135,156.52
Total 11206 · Water Res Sinking Fund						135,156.52
10500 · Accounts Receivable						(7,275.48)
	09/05/2025	99902	Ryan Malcolm	32.25		(7,307.73)
	09/12/2025	1139	Platte-Republican Div	329.90		(7,637.63)
	09/12/2025	1220	Carolyn Schaaf_	12.03		(7,649.66)
	09/16/2025	04974	City of MindenMind	50.00		(7,699.66)
	09/17/2025	04222	Platte-Republican Diversion		352.99	(7,346.67)
	09/19/2025	04222	Carolyn Schaaf_		12.04	(7,334.63)
	09/19/2025	04222	City of MindenMind		50.00	(7,284.63)
	09/23/2025	04222	NE Dept. of Natural Resources		3,286.20	(3,998.43)
	09/24/2025	04222	Platte River Recovery Imp. Program		27,248.65	23,250.22
	09/24/2025	04222	RainwaterBasin Joint Venture		2,000.00	25,250.22
Total 10500 · Accounts Receivable				424.18	32,949.88	25,250.22
TOTAL				154,199.31	352,971.34	786,179.69

Tri-Basin Natural Resources District*Bank Accounts History***As of September 30, 2025**

11:53 AM

10/01/2025

Accrual Basis

	<i>Date</i>	<i>Num</i>	<i>Memo</i>	<i>Debit</i>	<i>Balance</i>
10214 · Whiskey Slough					7,097.42
	09/11/2025		Deposit	317.83	7,415.25
	09/15/2025		Deposit	288.09	7,703.34
Total 10214 · Whiskey Slough				605.92	7,703.34
10215 · Ft Kearny West					12,645.68
	09/11/2025		Deposit	368.62	13,014.30
Total 10215 · Ft Kearny West				368.62	13,014.30
10216 · South Dry Creek					11,245.22
	09/12/2025		Deposit	321.06	11,566.28
	09/15/2025		Deposit	90.60	11,656.88
Total 10216 · South Dry Creek				411.66	11,656.88
10217 · Ft. Kearny					10,829.74
Total 10217 · Ft. Kearny					10,829.74
10218 · Water Jamboree					3,964.29
Total 10218 · Water Jamboree					3,964.29
10219 · North Dry Creek					10,027.52
	09/15/2025		Deposit	86.10	10,113.62
Total 10219 · North Dry Creek				86.10	10,113.62
10220 · Sacramento Creek					9,020.58
	09/15/2025		Deposit	1,141.29	10,161.87
Total 10220 · Sacramento Creek				1,141.29	10,161.87
10222 · Odessa					20,815.99
Total 10222 · Odessa					20,815.99
TOTAL				2,613.59	88,260.03

Tri-Basin Natural Resources District

Expenses by Vendor Detail

September 2025

Date	Memo	Account	Amount	Balance
Ace Hardware				
09/03/2025	Carbon & smoke detect...	46300 · Building Maintenance	89.99	89.99
09/03/2025	Shop-Armory	43335 · Supplies	35.25	125.24
Total Ace Hardware			125.24	125.24
Amy Lohmeyer				
09/03/2025	Office Cleaning	45300 · Utilities	300.00	300.00
Total Amy Lohmeyer			300.00	300.00
Black Hills Energy				
09/03/2025		45300 · Utilities	152.61	152.61
Total Black Hills Energy			152.61	152.61
Blankenau Wilmoth Jarecke LLP				
09/18/2025	August Charges	43941 · Attorney	2,496.00	2,496.00
Total Blankenau Wilmoth Jarecke LLP			2,496.00	2,496.00
CAMAS Publishing				
09/03/2025	Budget Hearing and Su...	43100 · Legal Notices	192.00	192.00
09/16/2025	August	43100 · Legal Notices	202.87	394.87
Total CAMAS Publishing			394.87	394.87
Cardmember Services - Chase Ink				
09/22/2025	Lori Hagan retirement c...	41700 · Personnel Exp.	80.00	80.00
09/22/2025	Fuel	40500 · Auto & Truck Exp.	176.99	256.99
09/22/2025		43335 · Supplies	286.38	543.37
09/22/2025	Donuts for meeting	41702 · Personnel-Meals	36.00	579.37
09/22/2025		41900 · Fees & Licenses	215.92	795.29
09/22/2025		43700 · Postage	330.99	1,126.28
09/22/2025	Registration for NRD F...	41703 · Personnel-Registration & Mi...	2,100.00	3,226.28
Total Cardmember Services - Chase Ink			3,226.28	3,226.28
Cash Wa Distributing				
09/16/2025	Chips and cookies	42100 · Information & Education	395.10	395.10
09/16/2025		42100 · Information & Education		395.10
Total Cash Wa Distributing			395.10	395.10
Central Valley Irrigation				
09/16/2025	Rat Trap, mileage from ...	46350 · PRRIP	426.10	426.10
Total Central Valley Irrigation			426.10	426.10
Diamond Exterminating Inc.				
09/03/2025		45300 · Utilities	120.00	120.00
Total Diamond Exterminating Inc.			120.00	120.00
Diedrichsen Lawn Service				
09/03/2025	Office Mowing	45300 · Utilities	360.00	360.00
Total Diedrichsen Lawn Service			360.00	360.00
Eakes				
09/03/2025	Office Supplies	43335 · Supplies	31.00	31.00
Total Eakes			31.00	31.00
Glenwood Telephone				
09/03/2025	Internet	45000 · Internet Service	210.00	210.00
09/03/2025	Phone	45200 · Telephone Exp.	138.96	348.96
Total Glenwood Telephone			348.96	348.96

Tri-Basin Natural Resources District

Expenses by Vendor Detail

September 2025

Date	Memo	Account	Amount	Balance
GPM Enterprises Inc.				
09/03/2025	Repair	46350 · PRRIP	759.10	759.10
09/16/2025	Repair	46350 · PRRIP	859.20	1,618.30
Total GPM Enterprises Inc.			1,618.30	1,618.30
HoldCi				
09/03/2025	1723 Burlington	45300 · Utilities	1,108.66	1,108.66
09/03/2025	1710 Hill St	45300 · Utilities	152.42	1,261.08
09/03/2025	123 S Sherman	45300 · Utilities	282.34	1,543.42
Total HoldCi			1,543.42	1,543.42
Holdrege Daily Citizen				
09/16/2025	August Charges	43100 · Legal Notices	61.63	61.63
Total Holdrege Daily Citizen			61.63	61.63
Holdrege Soft Water				
09/03/2025	Water Delivery	45300 · Utilities	28.00	28.00
Total Holdrege Soft Water			28.00	28.00
Holiday Inn				
09/03/2025	Board Meeting and Ret...	42100 · Information & Education	2,001.60	2,001.60
Total Holiday Inn			2,001.60	2,001.60
HyVee				
09/03/2025		43335 · Supplies	53.13	53.13
Total HyVee			53.13	53.13
Kearney Hub				
09/03/2025	Newspaper Renewal	41900 · Fees & Licenses	581.99	581.99
Total Kearney Hub			581.99	581.99
KRVN Radio				
09/16/2025	August	42100 · Information & Education	272.00	272.00
Total KRVN Radio			272.00	272.00
Longitude 103, Inc.				
09/16/2025		41900 · Fees & Licenses	2,470.00	2,470.00
Total Longitude 103, Inc.			2,470.00	2,470.00
Lyra M. Johnson				
09/03/2025	Well Decommissioning ...	47000 · District Cost-Share	500.00	500.00
Total Lyra M. Johnson			500.00	500.00
NARD Risk Pool Assn.				
09/03/2025		41530 · Employee Insurance	26,513.40	26,513.40
09/16/2025	Employee Insurance	41530 · Employee Insurance	26,513.40	53,026.80
Total NARD Risk Pool Assn.			53,026.80	53,026.80
North Dry Creek IPANort				
09/15/2025	Property Tax	30502 · Phelps Co Tax	86.10	86.10
Total North Dry Creek IPANort			86.10	86.10
Rapid Lube				
09/16/2025	2022 Ford F150	40500 · Auto & Truck Exp.	115.49	115.49
Total Rapid Lube			115.49	115.49

Tri-Basin Natural Resources District

Expenses by Vendor Detail

September 2025

Date	Memo	Account	Amount	Balance
Reed Disposal				
09/16/2025	August Services	45300 · Utilities	180.00	180.00
Total Reed Disposal			180.00	180.00
Sacramento Creek IPA				
09/15/2025	Property Tax	30502 · Phelps Co Tax	1,141.29	1,141.29
Total Sacramento Creek IPA			1,141.29	1,141.29
Sasha Hahn				
09/16/2025	HHD Lunch	41702 · Personnel-Meals	14.00	14.00
Total Sasha Hahn			14.00	14.00
South Dry Creek IPA				
09/15/2025	Property Tax	30502 · Phelps Co Tax	90.60	90.60
Total South Dry Creek IPA			90.60	90.60
Southern Power District				
09/03/2025	7-16-05 SE/SE	48000 · District Programs	128.00	128.00
09/03/2025	08-16-27 NE/NW	48000 · District Programs	159.00	287.00
09/03/2025	08-20-10 SE/SE	46350 · PRRIP	201.00	488.00
09/03/2025	08-19-17 NW/SW	46350 · PRRIP	1,124.00	1,612.00
09/03/2025	08-19-15 SE/NE	46350 · PRRIP	735.00	2,347.00
09/03/2025	08-19-11 SE/SW	46350 · PRRIP	1,036.00	3,383.00
09/03/2025	08-19-11 SW/SW	46350 · PRRIP	554.00	3,937.00
09/03/2025	08-19-10 SE/SW	46350 · PRRIP	972.00	4,909.00
09/03/2025	08-19-10 SW/SW	46350 · PRRIP	1,016.00	5,925.00
09/03/2025	08-19-09 SW/SE	46350 · PRRIP	1,024.00	6,949.00
Total Southern Power District			6,949.00	6,949.00
SpartanNash				
09/16/2025	August Charges	43335 · Supplies	52.97	52.97
Total SpartanNash			52.97	52.97
State of NebraskaDAS/				
09/03/2025	Network Service Charg...	42100 · Information & Education	297.16	297.16
Total State of NebraskaDAS/			297.16	297.16
Syndicate Publishing				
09/03/2025	Budget Hearing and 8/2...	43100 · Legal Notices	46.20	46.20
09/16/2025	Notices	43100 · Legal Notices	42.83	89.03
Total Syndicate Publishing			89.03	89.03
Tri-Basin Natural Resources District				
09/15/2025	Phelps Co. Property Tax	30502 · Phelps Co Tax	-288.09	-288.09
09/15/2025	Phelps Co. Property Tax	30502 · Phelps Co Tax	-86.10	-374.19
09/15/2025	Phelps Co. Property Tax	30502 · Phelps Co Tax	-1,141.29	-1,515.48
09/15/2025	Phelps Co. Property Tax	30502 · Phelps Co Tax	-90.60	-1,606.08
Total Tri-Basin Natural Resources District			-1,606.08	-1,606.08
Turner Technology				
09/03/2025		41900 · Fees & Licenses	450.00	450.00
09/16/2025	Security Services	41900 · Fees & Licenses	600.00	1,050.00
Total Turner Technology			1,050.00	1,050.00
US Geological Survey				
09/16/2025	Camera at Platte River ...	47100 · Intergovernmental C/S	820.00	820.00
Total US Geological Survey			820.00	820.00

11:57 AM

10/01/25

Accrual Basis

Tri-Basin Natural Resources District
Expenses by Vendor Detail
September 2025

Date	Memo	Account	Amount	Balance
Village Uniform Inc.				
09/03/2025	Mats	45300 · Utilities	140.11	140.11
Total Village Uniform Inc.			140.11	140.11
Ward Laboratories				
09/03/2025	Water Testing	48590 · Water Quality	334.18	334.18
09/16/2025	Water Testing	48590 · Water Quality	870.49	1,204.67
Total Ward Laboratories			1,204.67	1,204.67
WEX Bank				
09/12/2025	Fuel	40500 · Auto & Truck Exp.	1,190.56	1,190.56
Total WEX Bank			1,190.56	1,190.56
Whiskey Slough-IPA				
09/15/2025	Property Tax	30502 · Phelps Co Tax	288.09	288.09
Total Whiskey Slough-IPA			288.09	288.09
TOTAL			82,636.02	82,636.02



Natural Resources District

1723 Burlington
Holdrege, NE 68949
308. 995.6688
FAX 308.995.6992
tribasin@tribasinnrd.org

General Manager
JOHN THORBURN

Chairman
TODD GARRELTS
Holdrege, Nebraska

Vice Chairman
JOE BILKA
Holdrege, Nebraska

Treasurer
JEFF RYAN
Heartwell, Nebraska

Secretary
ROB HINRICHS
Axtell, Nebraska

BRIAN BERGSTROM
Axtell, Nebraska

JOEL GRAMS
Minden, Nebraska

DAVID GRIMES
Minden, Nebraska

ED HARRIS
Loomis, Nebraska

JOE LARSON
Loomis, Nebraska

BRAD LUNDEEN
Wilcox, Nebraska

G. REED PHILIPS
Bertrand, Nebraska

DAVID RAFFETY
Kearney, Nebraska

LARRY REYNOLDS
Lexington, Nebraska

**TRI-BASIN NRD
FINANCIAL STATEMENT
September 2025**

Account Description	Amount
Aflac	\$79.56
Attorney	\$2,496.00
Auto & Truck	\$1,483.04
Building Maintenance	\$89.99
Building	\$408.35
Cancer Insurance	\$330.35
District Cost Share	\$500.00
District Programs	\$287.00
Employee Insurance	\$53,026.80
Fees & Licenses	\$4,317.91
Flex	\$549.82
Information & Education	\$2,965.86
Intergovernmental C/S	\$820.00
Internet Services	\$210.00
Legal Notices	\$545.53
Personnel	\$2,230.00
Phelps County Tax	\$1,606.08
Postage	\$330.99
PRRIP	\$8,706.40
Retirement W/H	\$8,221.38
Sales Tax Payable	\$244.97
Supplies	\$458.73
Telephone	\$138.96
Utilities	\$2,824.14
Water Quality	\$1,204.67
Total for September 2025	\$94,076.53

Jeff Ryan, Treasurer

Please publish in the legal notices one time (in **PARAGRAPH FORM**)

and send proof of publication to Tri-Basin NRD, 1723 Burlington St.,
Holdrege

Water Management Specialist Report
August 16, 2025 – September 15, 2025
For: NRCS, Tri-Basin NRD, and CNPP&ID

EQIP:

- Signup for a chance at EQIP's 2026 funding can be taken any time.
- **Cutoff deadline for possible 2026 funding is November 21, 2025.** Signing up after the cutoff, you are looking at possible 2027 funding with installation starting in fall of 2027. Yes, 2 years from now. It can be that far down the road. If not approved for 2026 funding, then everything gets pushed back one year for another chance at funding.
- Irrigation records are slowly coming in.
- Payments are being made for Irrigation Water Management, Dryland, and No-till.

CSP:

- Signup for a chance at CSP's 2026 funding can be taken any time.
- **Cutoff deadline for possible 2026 funding is November 21, 2025.**
- 2025 records for completed enhancements and practices have been coming in at a steady pace.
- Staff have been reviewing and certifying practices and enhancements.
- For those contract holders wanting paid in 2025, if like recent years, those payments will start mid to late October. That is if everything is submitted to us, meets NRCS and CSP requirements, enhancements and practices are certified, and there are no modifications to the contract needing approval.

NSWCP:

- Nothing to report at this time.

Demonstrations:

TBAWMN:

- Emailed 2025's last Weekly Crop ET on Monday, September 15th.
- Pulled equipment from the soybean fields on Thursday, September 11th.

TAPS:

- We have three competitions at ENREEC. They are soybeans, corn, and the Tidal Grow corn. Not a lot of irrigation decisionmaking to do. They have received a lot of rain over the course of the growing season. I recall maybe a 2 week window in August of no rain.
 - Soybeans: P31Z03E planted at 125,000. Irrigated 0.5 inches on August 21st.
 - Corn: P1742PCE planted at 33,000. No irrigation except for the 0.9 inches applied during fertigations. N applied (138 lbs total): 18 lbs automatic by UNL pre-plant, 30 lbs sidedress, 40 lbs fertigated at 10-leaf, 40 lbs fertigated at silking, and 10 lbs fertigated at Blister. Generic fungicide applied on July 23rd.
 - Tidal Grow Corn: P1742PCE planted at 33,000. No irrigation except for the 0.5 inches applied during fertigations. N applied (138 lbs total): 18 lbs automatic by UNL pre-plant, Tidal Grow pre-plant for 40 lbs, 30 lbs sidedress, 10 lbs fertigated at 10-leaf, 30 lbs fertigated at silking, and 10 lbs fertigated at Blister. Fungicide applied on July 23rd.

On-Farm Research:

- Nothing to report at this time.

Meetings:

- No meetings over the last month.

Ultrasonics:

- Completed 6 ultrasonic flow measurements. 4 because of no flow meter and wanting to know what was pumping. The other two were to check on the permanently installed flow meter. They read correctly.

Other:

- The 8th and 9th issues of the 2025 Tri-Basin Irrigator were sent out.

Upcoming Events:

- Sept 26th: CNPPID Committee Meeting
- Oct 6th: CNPPID Board Meeting
- Oct 8th: Partner Meeting *
- Oct 13th: Columbus Day – Gov't offices closed *
- Oct 15th: TBNRD Board Meeting
- Oct 16th: Bosses Day

TRI-BASIN NRD COST-SHARE PROGRAMS

June 3,2025

WELL DECOMMISSIONING

BEGINNING BALANCE 7/1/2025			\$32,764.54
	Approved		-\$1,500.00
	Cancelled		\$0.00
	Slippage		\$0.00
ENDING BALANCE 10/22/2025			<u>\$31,264.54</u>
	#22 Paul Swanson	\$500.00	
	#23 Curtiss W & Carol J Stade Revoc	\$500.00	
	#24 Curtiss W & Carol J Stade Revoc	<u>\$500.00</u>	
		\$1,500.00	

TRI-BASIN CONSERVATION TREE PROGRAM COST-SHARE FUNDS

BEGINNING BALANCE 07/1/2025	Proposed	\$48,044.78
	Tree Plans	\$0.00
	Cancelled	\$0.00
	Slippage	<u>\$0.00</u>
ENDING BALANCE 10/22/2025	Total:	\$48,044.78

Tree Plans	LF Trees	LF Mul	LF Drip	
		Total		\$0.00

Approved NSWCP COST-SHARE by CATEGORY

2025-2026

NSWCP BALANCE	\$	41,220.64		
2025-2026 Allocation - Amended 10-1-25	\$	70,895.26		
March Reallocation				
	EROSION (10%) 1, 2, 3, 4, 6, 7, 8, 10, 11, 18 & 19	WATER (70%) 3, 5, 6, 13 & 17	RANGE (20%) 9, 10, 11, 14, 18, 19 & 20	TOTALS
July 2024-2025 Balance Forward	\$ 4,122.06	\$ 28,854.45	\$ 8,244.13	\$41,220.64
Allocation	\$7,089.53	\$49,626.68	\$14,179.05	\$70,895.26
July	\$0.00	\$0.00	\$0.00	\$0.00
Cancelled & Slippage	\$0.00	\$3,000.00	\$0.00	\$3,000.00
August	\$0.00	-\$1,000.00	\$0.00	-\$1,000.00
Cancelled & Slippage	\$0.00	\$0.00	\$0.00	\$0.00
September	\$0.00	\$0.00	\$0.00	\$0.00
Cancelled & Slippage	\$0.00	\$0.00	\$0.00	\$0.00
October	\$0.00	\$0.00	\$0.00	\$0.00
Cancelled & Slippage				\$0.00
November				\$0.00
Cancelled & Slippage				\$0.00
December				\$0.00
Cancelled & Slippage				\$0.00
January				\$0.00
Cancelled & Slippage				\$0.00
February				\$0.00
Cancelled & Slippage				\$0.00
Reallocation Funds				\$0.00
March				\$0.00
Cancelled & Slippage				\$0.00
April				\$0.00
Cancelled & Slippage				\$0.00
May				\$0.00
Cancelled & Slippage				\$0.00
June				\$0.00
Cancelled & Slippage				\$0.00
BALANCE	\$11,211.59	\$80,481.13	\$22,423.18	\$114,115.90

BEGINNING BALANCE		9/17/2025		\$112,115.90
	Approved	9/17/2025	-	\$0.00
	Cancelled Applications		+	\$0.00
	Slippage		+	\$0.00
CURRENT BALANCE	NSWCP FUNDS AVAILABLE	10/22/2025	=	\$112,115.90
	APPROVAL RECOMMENDED		-	\$0.00
	NOT APPROVED			\$0.00

APPROVAL

[illegible]

Unfunded Cooperative Agreement Face Sheet

Agreement Number		Amendment No.	Period of Performance	DUNS: 0882214
				EIN:
Natural Resources Conservation Service (NRCS) (Name and Address)			Partner Organization (Name and Address)	
Holdrege Field Office 1609 Burlington Street, Box 798 Holdrege, NE 68949-0798			Tri-Basin NRD 1723 Burlington St Holdrege, NE 68949	
NRCS Program Contact		FPAC - BC Administrative Contact:	Partner Program Contact:	Partner Administrative Contact:
Camilla Kerner			John Thoburn TBNRD General Manager	Nichol Simeon
CFDA Number	Authority		Type of Action	Instrument type
10.902	16 U.S.C. 590 a-f		i. New Agreement	Unfunded Cooperative Agreement
Location:				
Details:				
A complete agreement includes this Face Sheet, Continuation Face Sheet(s)(if applicable), the Statement of Work, and the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report, attached hereto and incorporated herein.				
This agreement is subject to applicable USDA NRCS statutory provisions and regulations. In accepting this agreement or amendment, the undersigned represents that he or she is duly authorized to act on behalf of the Partner organization and agrees to comply with agreement terms and conditions, including all attachments.				
Name and Title of Authorized Agency Representative		Signature		Date
Robert Lawson State Conservationist				
Name and Title of Authorized Partner Representative		Signature		Date

NONDISCRIMINATION STATEMENT - The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider, employer, and lender.

PRIVACY ACT STATEMENT - The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

I. Purpose

The purpose of this agreement is to accelerate delivery of Farm Bill and other conservation programs (programs) to enhance conservation delivery through a partnership with the Tri-Basin Resources District. The Natural Resources Conservation Service (NRCS) and the Tri-Basin Natural Resources District (NRD) (together, Parties) have a mutual interest in delivering timely and effective assistance to customers participating in USDA and NRD programs to address local natural resource concerns.

This agreement supplements the Memorandum of Agreement N3120MOU0010218 between the Parties and documents areas of common interest and clarifies the roles of the Parties in providing conservation leadership and technical and financial assistance to customers to help them conserve and enhance natural resources through a voluntary cooperative approach. The agreement will specify the sharing of resources between NRCS and the NRD to accomplish delivery of programs and mutual conservation priorities including joint evaluation of local natural resource conditions and program effectiveness to address identified concerns.

II. Objectives

The Parties will jointly address opportunities and resource concerns related to the use of natural resources that help keep the land healthy and productive. Benefits of these activities include sustained and improved agricultural productivity; healthy soil; cleaner, safer, and more dependable water supplies; clean air; abundant wildlife; enhanced recreational opportunities; tranquil and scenic landscapes; reduced damage caused by flood, fires, and other natural disasters; and an enhanced natural resource base to support continued economic development and strengthen quality of life.

III. Budget Narrative

The Parties intend to share resources as identified in the "Resources Needed" section of this agreement. In instances where the level of support offered by each Party may vary from year to year; at the beginning of each federal fiscal year the Parties must cooperate to plan and document the specific resources allocated for that year's performance using the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report.

IV. Responsibilities of the Parties

A. NRCS will:

1. In accordance with Section VI below, provide access to NRCS vehicles, equipment, technology, and technical tools to the maximum extent possible to facilitate mission delivery and enable mutually beneficial program outcomes.
2. In accordance with Section VI below, provide access to shared office spaces, where Parties can better collaborate to achieve mutually beneficial outcomes and provide improved access and services to customers within the local community.
3. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the United States. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the NRD or any member of the NRD. They also shall not assist the NRD or any member of the NRD with efforts to lobby Congress, or to raise money through fundraising efforts.

Further, NRCS employees shall report to their immediate supervisor any negotiations with the NRD, or any member of the NRD, concerning future employment and shall refrain from participation in work regarding the NRD until approved by the Agency.

4. Collaborate with the NRD to produce an annual report of the Partnership activities and accomplishments by the end of each federal fiscal year.
5. Evaluate and review with NRDs the current condition of local natural resources and the effectiveness of programs to address identified concerns. Work with NRDs to update or propose updates to programs in order to maintain effectiveness and to adjust to changing conditions.
6. Provide staff, office space, office equipment, and vehicles at NRCS Field Offices to address locally identified high priority resource concerns through efforts to conduct the following items (this list is not intended to be all inclusive or limiting in the options based on local priorities, needs and capacity):

[Sample Language. Choose from those listed and/or use create your own.]

- a) *Permitting Assistance.*
- b) *Conservation planning of conservation practices.*
- c) *Layout, survey, design, inspection, and certification of conservation practices.*
- d) *Engineering services for special projects.*
- e) *Consultation with NRCS specialists for technical recommendations for natural resources inventory and management.*
- f) *Maintenance of Field Office Technical Guide (FOTG) and other science-based technical standards, as appropriate, for conservation practice planning and implementation.*
- g) *Delegation of Engineering and Ecological Sciences Job Approval Authority in accordance with local, state, and federal statute.*
- h) *Certified Conservation Planner designations.*
- i) *Natural resource spatial and tabular data (such as LIDAR) for use in conservation practice planning and implementation.*
- j) *Development, utilization, and maintenance of NRCS tools for completing conservation planning processes.*
- k) *Inventory & Evaluation to ensure proposed treatment alternatives to address resource concerns is needed, feasible, and in accordance with state, local, and federal environmental regulation and policy (NEPA, Cultural Resources, Endangered Species, etc.).*
- l) *Nebraska Erosion and Sediment Control Act & Program complaint support, including soil loss calculations, conservation planning assistance, practice design, and inspection.*
- m) *Formal and Informal Technical training to employees, partners, and contractors to deliver conservation practice planning and application services.*
- n) *Quality Control and Quality Assurance Review process to ensure objectives are being met in accordance with established policy and procedures.*

- o) Develop and maintain conservation practice scenarios and cost lists.*
- p) Accept program applications, determine eligibility, rank, and obligate contracts and cost share agreements.*
- q) Inspect and certify completed practices in accordance with national policy (Farm Bill Programs), state statute (NSWCP), and the NRCS FOTG standards & specifications.*
- r) Provide irrigation run-off support, conservation planning assistance, practice design and inspections.*
- s) Attend and participate in NRD scheduled meetings.*
- t) Participate in locally led conservation workgroups.*
- u) Provide HEL and wetland determination assistance.*
- v) Assist with the preparation and dissemination of public information on a state and local level*
- w) Participate and report on watershed structure inspections.*
- x) Conduct marketing, outreach, and support for NRD led projects and initiatives including (Note: Financial transactions, vendor services, and all other fiduciary responsibilities are the responsibility of personnel employed by the NRD):*
 - I. Conservation Tree Sales and Planting Program (tree sales at NRCS offices, planting plan development, and certification).*
 - II. Grass seed drill rental and seed sales (vendor services at NRCS offices).*
 - III. Other NRD conservation initiatives (cover crops, no-till, etc.).*
 - IV. Range & Land Judging Contests (contest site selection, setup, judging, and delivery).*
 - V. Conservation Field Days, Water Festivals, and other educational events for students.*
 - VI. NRD Conservation Awards Programs.*
 - VII. Provide educational opportunities to NRD staff about NRCS programs.*

B. NRD will:

- 1. In accordance with Section VI below, provide access to shared office spaces on an intermittent, non-exclusive basis, where the Parties can better collaborate to achieve mutually beneficial outcomes and provide improved access and services to customers within the local community.**
- 2. Utilize and report vehicle usage in accordance with Section VI, below.**
- 3. Collaborate with the NRCS to produce an annual report of Partnership activities and accomplishments by the end of each federal fiscal year.**
- 4. By entering into this agreement, the undersigned attests that the NRD:**
 - a. Has not been convicted of a felony criminal violation under Federal or State law in the past 24 months preceding the date of signature, nor has any officer or agent of the Partner been**

convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of signature.

- b. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
5. Ensure that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies. In addition, the NRD agrees to comply with Farm Production and Conservation (FPAC) and NRCS requirements related to access to Government owned or controlled information systems as may be amended from time to time and communicated to the NRD.
6. Evaluate and review with NRCS the current condition of local natural resources and the effectiveness of programs to address identified concerns. Work with NRCS to update or propose updates to programs to maintain effectiveness and to adjust to changing conditions.
7. Provide and supervise staff in NRCS Field Offices to support efforts to address locally identified high priority resource concerns through the following items (this list is not intended to be all inclusive or limiting in the options based on local priorities, needs and capacity).

[Sample Language. Choose from those listed and/or create your own.]

- a) *Services as first point of contact for farmers, ranchers, and the public as the field office receptionist.*
- b) *Provides a positive first impression of the NRD and NRCS, answers general questions, refers customers to appropriate personnel, receives and relays messages to personnel, and provides customer service when all other personnel are away from the office.*
- c) *Routine computer system data entry and maintenance for a variety of purposes including workload tracking and management, request registers, conservation planning systems, contracting systems, records management systems, reference databases, and reporting systems.*
- d) *Field Office Report Support – Tasks include tracking and follow up for responses to directives (bulletins, memoranda, email, etc.).*
- e) *Meeting Support – Tasks include recording and distributing meeting minutes, meeting agenda distributions, outlook calendar meeting invitation distribution and maintenance.*
- f) *Case File management – Tasks include correspondence management, filing, disposition, and reconstitutions.*
- g) *Conservation Planning Support– Tasks include assistance with resource inventory and evaluation, plan map development, conservation plan support documents, and environmental evaluation support.*
- h) *Conservation Application Support– Tasks include assistance with organization and preparation of design worksheets, utilities inventory, tracking and inspection and certification of completed practices, and follow up tracking to evaluate efficacy of practice implementation.*
- i) *Program Outreach and Marketing – Tasks include assistance with preparation for on-site visits with customers and partners, newsletters, mailings, meetings, training sessions, local work group coordination and educational opportunities with schools and community organizations.*

- j) *Conservation Compliance (Highly Erodible Land and Wetlands Conservation) Support – Tasks include utilization of the HEL tool, HEL/Wetland determination register maintenance, cropping history research, notification letter preparation, records management, document scanning and upload to wetland SharePoint site.*
- k) *NRCS/NRD Plan of Operations Support – Tasks include maintenance of workload analysis data and action item tracking to address partnership priorities.*
- l) *Procurement – Tasks include inventory, organization, and ordering equipment and supplies.*
- m) *Mail Processing – Tasks include incoming and outgoing mail management, including postage purchasing, mail routing, correspondence filing and disposition.*
- n) *Equipment Inventory and Maintenance – Tasks include capital equipment inventory and maintenance, scheduling government owned vehicle maintenance, inspection, maintenance of mileage logs, and vehicle maintenance and equipment invoice tracking.*
- o) *Customer Service Support – Tasks include follow up to track customer requests for assistance and communication of customer feedback to employees who provide assistance in the work unit.*
- p) *Materials provided for conservation practices (Flags).*

V. Expected Accomplishments and Deliverables

See the attached Memorandum of Agreement (MOA), which documents the mutually agreed-to responsibilities of the Parties and is incorporated herein.

VI. Resources Needed

NRCS and the NRD may share resources such as office space, vehicles, equipment, and supplies to carry out program activities. For details see the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report. All resources provided by NRCS are subject to availability of funds. In the event of a lapse in appropriations and Government shutdown, the NRD will not be permitted to use NRCS resources.

A. Vehicles

NRCS vehicles may be utilized for official business only as it relates to the work specified in this agreement and attachments, if available and needed.

1. The NRD may request use of a government vehicle (GOV) to facilitate delivery of conservation technical assistance to landowners in support of the NRCS mission. Use of the vehicle will significantly increase the efficiency of the delivery of conservation programs.
2. Vehicle operators may only use GOVs for NRCS official business specified under this agreement. Operators must avoid, when possible, any situation that may convey an impression to the public that the vehicle operator is using the assigned vehicle for an unofficial purpose.
3. Vehicle operators must immediately report any safety or mechanical deficiencies to a local NRCS representative and must not operate the vehicle with known mechanical problems or safety deficiencies. NRCS is responsible for correcting deficiencies.

4. The NRCS will share a GOV with the NRD for official NRCS business. GOVs shall not be used to support any revenue-generating activity for the NRD.
5. The NRD will obtain prior written approval from NRCS for using vehicles at irregular hours or when using motor vehicles may create an unfavorable public reaction (for example, during Federal holiday or after business hours).
6. NRCS will bear the cost of maintenance of vehicles used by the NRD. Except in the case of an accident caused by a NRD driver (see vehicle accident provisions below), the NRCS will make repairs as necessary for safety and as needed to keep vehicle in safe operating condition.
7. NRCS will ensure placement of a Federal Motor Vehicle Registration System (FMVRS) registration card in every GOV, which serves as the registration and proof of insurance documentation to be provided to law enforcement.
8. The NRCS technical contact for the agreement will work closely with the NRD in fulfilling the terms and conditions of this attachment at the local level.
9. Home-to-work transportation by NRD employees is prohibited.
10. The NRD will ensure that each vehicle operator has a valid state driver's license and instruct operators to carry a valid state driver's license while operating a GOV.
11. The NRD will ensure vehicle operators use all safety devices and follow appropriate motor vehicle manufacturer safety guidelines when operating GOVs. Seat belts must be used when operating or riding in a GOV.
12. The NRD will ban all vehicle operators from text messaging and using tobacco (smoke and smokeless) while using GOVs.
13. The NRD will utilize the NRCS-provided fleet card to pay for all fuel and repairs, except for accident repairs for which the NRD is paying an auto repair facility directly (see accident provisions below). The NRD must comply with all NRCS fleet card policies, to include but not limited to the use of unique driver PINs, receipt retention requirements, fleet card training requirements, and prohibitions against using the card for unofficial purposes. NRD drivers must always safeguard the fleet card to prevent it from potential unauthorized use.
14. The NRD will immediately report all vehicle accidents and traffic violations to NRCS and complete all required documents to report accidents. The NRD will reimburse NRCS or pay an auto repair company directly for all repairs to the GOV as a result of an accident caused by the NRD operator and pay all traffic violation citations.
15. The NRD will assume responsibility for claims arising from accidents caused by NRD drivers. The NRD will be responsible for receiving, processing, and paying tort claims that are submitted due to an accident caused by a NRD driver.
16. The NRD will notify the NRCS immediately of any loss, theft, or damage to a GOV, GOV license plates, or fleet cards.
17. It is prohibited for individuals other than Federal employees or NRD employees performing official NRCS business under this agreement to ride as passengers in GOVs. Any other passengers must be approved through the passenger approval process described in NRCS vehicle policy.

18. The technical contact for the NRD will work with NRCS with fulfilling the terms and conditions of this attachment at the local level.
19. The use of GOVs may be suspended or revoked by NRCS, if it determines that corrective action is needed to meet the provisions of this attachment.
20. The furnishing of vehicles is contingent upon the availability of vehicles and appropriations.
21. The vehicle use policies outlined in this agreement do not contain all Federal, Departmental, and NRCS policies regarding the use of motor vehicles. This document is not intended to provide complete details, and the NRCS and the NRD must abide by all other appropriate policies governing GOV use.
22. It is prohibited to tow a NRD trailer with a GOV, and it is prohibited to tow a NRCS trailer with a NRD vehicle.
23. Only trained NRCS employees and NRD personnel may operate an Off-Highway Vehicle (OHV). Refer to the latest edition of NRCS Nebraska Instruction 360-381 Off-Highway Vehicle (OHV) Safety for specific information on what is required operating or riding in an NRCS owned OHV.

B. Office Space

1. Shared work and office spaces are needed to more effectively carry out program activities and provide quality service to our mutual customers.
2. The NRCS or NRD may have reserved workspaces in NRCS or NRD offices or spaces on a full-time/part-time basis, as well as access to common spaces such as conference rooms, kitchens, etc.

C. Equipment and Technology

1. NRCS will provide the NRD access to USDA computers, cell phones (if applicable for field work), software, and the technical information needed to perform the work outlined in this agreement.
2. NRCS will provide access to technologies and applications to ensure consistent technical standards and documentation.

D. Resources Needed

[Sample language. Add to and/or remove items if needed]

1. *NRCS will provide staff, office space, office equipment, and vehicles at NRCS Field Offices to provide the required technical assistance for financial assistance programs to promote and implement conservation systems:*
 - a) *Farm Bill Programs (EQIP, CSP, RCPP, ACEP, CRP, etc.)*
 - b) *State and Local Programs (NSWCP, Local NRD Cost Share Programs)*
2. *NRD will provide staff in NRCS Field Offices to support delivery of programs:*
 - a) *Address responsibilities to leverage NRCS staff toward delivery of one-on-one technical assistance to mutual clients by providing:*
 1. *Contract Support – Tasks include assistance with accepting and processing contract applications, contract obligation support document development, contract modification support document development, payment documentation, tracking system maintenance, correspondence preparation, contract maintenance, and status review support.*

- II. Program Maintenance – Tasks include assistance with compiling cost data, progress reporting, maintaining programmatic databases, maintaining scheduling system, and tracking quality assurance and quality control activities.*

VII. Milestones

On a yearly basis the Parties shall jointly complete the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report.

VIII. Special Provisions

- A. This agreement may be extended or amended upon the written request of either NRCS or the NRD and the subsequent written concurrence of the other. Either the NRCS or the NRD may terminate this agreement with a 60-day written notice to the other.
- B. The NRD assures and certifies that it will comply with the minimum wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- C. Employees of the NRD shall remain its employees while carrying out their duties under this agreement and will not be considered Federal employees or agents of the United States for any purposes under this agreement.
- D. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
- E. Each party assumes responsibility for the actions of its own officials and employees acting within the scope of their employment to the extent provided by Federal, tribal, state, or local laws, including liability for injury to persons or damage to property resulting from the conduct of its own operations. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
- F. Prohibition Against Certain Internal Confidentiality Agreements
 - 1. The NRD agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"
 - a. You may not require your employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
 - b. You must notify your employees or contractors that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this agreement provision are no longer in effect.
 - c. The prohibition in paragraph (1) of this agreement provision does not contravene requirements applicable to any other form issued by a federal department or agency governing the nondisclosure of classified information.

- d. If NRCS determines that you are not in compliance with this agreement provision, NRCS:
 - i. Will prohibit your use of funds under this agreement, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law.
 - ii. May pursue other remedies available for your material failure to comply with agreement terms and conditions.

G. Acknowledgment of Section 1619 Compliance

The NRD agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

1. Responsibilities.

- a. Signature on this agreement indicates acknowledgment and understanding that the NRD is legally bound by Federal statute to comply with the provisions of Section 1619 and that the NRD will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this agreement. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The NRD will be held responsible should disclosure of the protected information occur.
- b. Acceptance of this agreement legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the NRD to comply with the provisions in Section 1619. The NRD must consult with NRCS prior to providing protected information to an entity or individual outside of the NRD and as necessary to implement the program to ensure that such release is permissible.
- c. The NRD will use the protected information only to perform work that is directly connected to this agreement. Use of the protected information to perform work that is not directly connected to this agreement is expressly prohibited.
- d. The NRD must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this agreement.
- e. The provisions in Section 1619 are continuing obligations. Even when the NRD is no longer a Partner, or when individuals currently affiliated with the NRD become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.
- f. The NRD must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
- g. When the NRD is unsure whether particular information is covered or protected by Section 1619, the NRD must consult with NRCS to determine whether the information must be withheld.
- h. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this agreement. Upon the agreement end date, any protected information provided under this agreement must be immediately destroyed or returned to NRCS. The NRD must provide to NRCS written certification that the protected information (paper copy, electronic copy, or

both) has been properly destroyed, removed from any electronic storage media, or both.

- i. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

2. Protected Information.

- a. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:
 - i. State identification and county number (where reported and where located).
 - ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 - iii. Farm, tract, field, and contract numbers.
 - iv. Production shares and share of acres for each Farm Serial Number (FSN) field.
 - v. Acreage information, including crop codes.
 - vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System.
 - vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 - viii. Location of conservation practices.
 - b. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of Partners of payments) under any Department program *that is otherwise authorized by law*" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the NRD shall consult with NRCS if there is any uncertainty as to the provision of such information.
 - c. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The NRD must consult with NRCS as to whether specific information falls within this exception prior to relying on this exception.
3. Violations. The NRD will be held responsible for violations of this provision and Section 1619. A violation of this provision by the NRD may result in action by NRCS, including termination of the underlying Federal agreement.
4. Effective Period. The requirements of this provision are effective on the date of the final signature and will continue until NRCS notifies the NRD that it is no longer required based on changes in applicable Federal law.

H. Records

1. Comply with state and federal legal requirements and limitations for access and use of relevant records. Confidential and personal information is for official use only and under no circumstances will it be used for personal gain. Adequate safeguards will be in place to protect confidential and personal information and appropriate training will be conducted to ensure all staff members and the NRD Board of Directors are advised of record policies and procedures and that NRCS records and District records are to be always maintained in separate file cabinets. It is required that all personally identifiable information (PII) be maintained in a locked file cabinet.
2. The NRD Records are subject to the Nebraska Public Records Statutes, Neb. Rev. Stat. §§ 84-712 through 84-712.09 (2014, Cum. Supp. 2018, Supp. 2019).

3. Any NRD personnel with access to USDA facilities and computer systems shall be subject to the security background checks as required by USDA. Any cost associated with NRCS required background checks of NRD personnel will be paid by the NRCS.
4. In the event of a lapse in appropriations and government shutdown, the NRD will not be permitted access to any NRCS records.

I. Technical Standards

The NRD will adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards related to joint projects undertaken by the two Parties or if assisting with NRCS programs or activities.

J. Training

1. The Parties will provide appropriate leadership in administrative and technical training as determined by program needs and required by USDA, NRCS and NRD policy.
2. Training also includes the orientation of all employees and officials in organizational philosophies, programs, authorities, roles and responsibilities of the Parties.
3. As applicable and as resources allow, training sponsored by either Party can be made available to each Party's personnel without cost to the other party, including timely notice to the other of any impending training opportunities.

K. Civil Rights

All activities and programs conducted under this Agreement shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving Federal financial assistance from the Department of Agriculture or any Agency thereof.

IX. Protected Data and the Privacy Act

- A. Any protected data NRCS has given the Partner access to is subject to the Privacy Act of 1974, as amended, 5 U.S.C. section 552a (Privacy Act).

The Privacy Act is a federal law that establishes a code of information practices that governs the collection, maintenance, use, and dissemination of information about individuals that is maintained in an agency's system of records. Disclosure of records about an individual from a system of records is prohibited, absent the written consent of the individual, unless disclosure is pursuant to one of twelve exceptions. A routine use, as prescribed in an agency's system of records, is an exception.

For purposes of this agreement and pursuance of the Privacy Act, the following definitions apply:

- Breach: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally

identifiable information or (2) an authorized user accesses personally identifiable information for another than authorized purpose.

- Incident: An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.
- Personally Identifiable Information (PII): The term PII refers to the information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. It is important to recognize that information that is not PII can become PII whenever additional information becomes available – in any medium or from any source – that would make it possible to identify an individual.

- B. Data provided in support of this agreement is protected from unauthorized use and unauthorized disclosure pursuant to the administrative and/or civil remedies/criminal penalties as identified in applicable Federal statutes to include the Privacy Act and the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Further, the State's "sunshine law," "open records act," and/or version of the FOIA does not have a competing legal obligation that could potentially be used to compel disclosure of Section 1619 protected data identified in this agreement. Accordingly, all records disclosed under this agreement that are protected from disclosure by Section 1619 are also protected from disclosure under the State's sunshine laws, open records act, or FOIA.
- C. The protected data types approved for disclosure are limited to a Geographical Information System (GIS) shapefile of irrigated and non-irrigated farm tracts that contains Land Owners and Operators contact information that includes first and last name, Farm Serial Number (FSN), address, home telephone number and cell telephone number, or any other information about the agricultural and conservation activities conducted on those tracts.

Protected data approved for disclosure under this agreement shall be strictly limited to only that data necessary for the Partner to provide technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands.

D. Disclosure

1. The Partner is authorized access to the protected agricultural data as identified herein (see section IV (6)). Access to the protected agricultural data as identified herein is to be restricted to those demonstrating a need; the Partner determines which staff have a demonstrated need. For purposes of this agreement, disclosure of information to the Partner can include receiving the protected data directly from NRCS.
2. The Partner and NRCS will not have live information technology (IT) interconnections. In the process of disclosing the data, NRCS and the Partner may use any mutually agreed upon non-live information technology (IT) interconnection data transfer media and method, provided that the data transfer can be made in full compliance with applicable security and privacy statutes and regulations.
3. Every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Section 1619. This includes former USDA Cooperators, or when individuals currently affiliated Partner should leave the organization, every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Section 1619.

- E. The Partner must provide information to NRCS indicating how the protected data shall be used. The Partner serves

as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. The Partner will use the data to promote USDA programs, facilitate local working groups (as outlined in NRCS policy), develop a conservation needs assessment, evaluate/measure the technical and community impacts of local conservation efforts, and carry out its responsibilities under this MOU.

F. If the Partner or one of its employee/agents willfully discloses any PII or other information covered by this agreement to a third party not authorized to receive it, the Partner may be found liable to the loss and subject civil remedies, as prescribed in 5 U.S.C. 552a(g)(1) and USDA may revoke the Partner's access to the data under this Agreement.

G. NRCS shall:

1. Inform NRCS personnel about the protected data contents of this agreement.
2. Provide the Partner only with the protected data referenced in section IX(C) of this agreement.
3. Review, and if appropriate, issue approval for the Partner to release the NRCS provided information that has been transformed into an acceptable statistical or aggregate form to individuals outside of this agreement.

H. The Partner shall:

1. Immediately notify USDA should there be data released that does not abide by this agreement; be responsible for damages to persons or property caused by the negligent acts or omissions of Partner employees acting within the scope of their employment in accordance with the Federal Tort Claims Act, codified at 28 USC 2671 et seq.
2. Immediately destroy any protected data when the Partner is no longer a party to this agreement. In such cases, Partner shall provide to NRCS with written certification that the protected data (paper and/or electronic copy) has been properly destroyed and/or removed from any electronic storage media.
3. Immediately notify USDA, if the Partner, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to PII provided under this Agreement, the Partner shall immediately, but in no event later than two (2) hours from suspicion, discovery, or notification of the suspected or confirmed Privacy Incident. Notification to USDA includes communicating in writing with the Program Office that disclosed the data to you and/or emailing the USDA FPAC Privacy Officer at sm.fpac.privacy.office@usda.gov.
4. Investigate any Privacy Incident emanating from this agreement involving USDA PII. At minimum, the investigation shall include: (1) Date of Incident, State of Occurrence (if applicable), (2) type of PII involved, (3) number of individuals whose information was exposed, (4) breach/incident method (mail, email, etc.), and (5) mitigation efforts to manage the incident. The Partner is responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.
5. Notify all members of the organization that will be provided access to the protected data about the existence of this agreement. Also, for the duration of this agreement (1) notification about this agreement shall be made to any individual new to the organization if that individual will be provided access to the protected data (notification shall be made prior to the individual being provided access to the protected data) and (2) periodic notification will be sent (at a frequency not to exceed 180 calendar days) to remind all with access to the protected data about the ongoing/continuing requirement to comply with this agreement.
6. Notify NRCS immediately when the Partner is no longer, or within 30 calendar days of the date on which the Partner will no longer be working in cooperation with the Secretary of Agriculture to fulfill the objectives of this agreement, whichever is sooner.

7. Provide NRCS any requests for the information from anyone outside of this agreement to NRCS for action.
8. Safeguard the protected data limiting access to those individuals working with the Partner to fulfill the objectives of this agreement.
9. Track staff who are provided access to data and ensure those staff's compliance with this agreement.
10. Use the protected data in accordance with this agreement.

X. ANTI-HARASSMENT

- A. USDA will not tolerate harassment or assault within the agency or at partner organizations, field sites, or anywhere USDA programs are conducted. Individuals can notify USDA of concerns about harassment affecting USDA funded projects. The person who reports the concern will receive an automated response acknowledging receipt. Notification may be done anonymously.
- B. If threatened or assaulted, individuals need to immediately try to remove themselves from the assault/threat and contact 911 once you are able to. Once the situation is safe, notify the USDA-Farm Production and Conservation (FPAC) Homeland Security Division at FPAC-PhysicalSecurity@usda.gov and either your supervisor (USDA employees) or the appropriate USDA program contact (contractors and partners).
- C. The USDA established the Anti-Harassment Program to prevent workplace harassment, any form of unwelcome, persistent, and unsolicited verbal, non-verbal, written, or physical conduct that is offensive and could alter the affected individual's terms and conditions of employment and mitigate harm to any employee subjected to conduct that is or could develop into harassment or bullying. FPAC employees, contractors, volunteers, and those under formal partnership agreements performing work on behalf of USDA with FPAC, may report harassment matters to sm.fpac.anti-harassmentcomplaints@usda.gov.

Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report

Agreement
Number

Partner Name

Tri-Basin NRD

Period of
report

1/1/26-1/1/27

Date

Service	Quantity	Provided by	
		NRCS	Partner
Space Provided	Square Footage 150 Sq Ft X 3 employees = 1350 Sq Ft	☒	☐
Vehicle Usage	Mileage USDA owned or leased vehicle for District Secretary yearly use 3 (Holdrege, Elwood, and Minden) x 500 miles = 1500 miles per yr	☒	☐
Equipment usage	Details 3 - Desktop computers 6 - Computer monitors	☒	☐
Personnel	Hours provided and position title TBNRD District Secretary to each NRCS Field Office 3 (Holdrege, Elwood, and Minden) x 2080 hrs = 6240 hrs per yr	☐	☒

October 1
~~September 17~~, 2025

David Raffety
966 V Rd
Kearney, NE 68847

Fellow board members:

Due to changes in my circumstances, I find it necessary to resign my position representing Sub-District #6 on the Tri-Basin NRD Board of Directors, effective immediately. I have enjoyed my service on the board very much over the past 30 years. I have made many friends and many good memories. I wish you the best as you continue the district's mission of protecting our soil and water resources.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Raffety', with a stylized flourish at the end.

David Raffety



Natural Resources District

1723
Burlington
Holdrege, NE 68949
308. 995.6688
FAX 308.995.6992

General Manager
JOHN THORBURN

DATE: October 22, 2025

Chairman
TODD GARRELTS
Holdrege, Nebraska

TO: Holdrege Daily Citizen
Minden Courier

Vice Chairman
JOE BILKA
Holdrege, Nebraska

FROM: Nicole Simeon
Administrative Secretary

Treasurer
JEFF RYAN
Heartwell, Nebraska

LEGAL NOTICE - Please publish this legal notice three times for three consecutive weeks starting on the earliest possible date.

Secretary
ROB HINRICH
Axtell, Nebraska

Please forward Proof of Publication for the following Election Vacancy Notice:

ELECTION VACANCY NOTICE

BRIAN BERGSTROM
Axtell, Nebraska

The Tri-Basin Natural Resources District Board of Directors has a vacancy for a Sub-District 6 Director effective October 22, 2025. The vacancy exists for the remainder of the term, starting November 19, 2025, and ending December 31, 2026.

JOEL GRAMS
Minden, Nebraska

DAVID GRIMES
Minden, Nebraska

ED HARRIS
Loomis, Nebraska

Sub-District #6 Boundary: All of May (6N-13W), Eaton (7N-13W), Lowell (8N-13W and 8N-14W), Lincoln (6N-14W), Liberty (7N-14W), Newark (8N-14W and 8N-15W), Logan (7N-15W) and Blaine (7N-16W and 8N-16W) Townships in Kearney County and the North election ward of the City of Minden in Kearney County, as it exists on December 14, 2021, as well as all of Anderson (7N-17W) and Cottonwood (8N-17W and 8N-18W) Townships in Phelps County

JOE LARSON
Loomis, Nebraska

BRAD LUNDEEN
Wilcox, Nebraska

G. REED PHILIPS
Bertrand, Nebraska

Anyone who resides in these counties and is interested in applying for this vacancy should submit a written request to the Tri-Basin NRD office at 1723 Burlington St., Holdrege, NE 68949 or call (308) 995-6688 by the close of business on November 7, 2025. Interested parties can visit the NRD office or call (308) 995-6688 for more information.

DAVID RAFFETY
Kearney, Nebraska

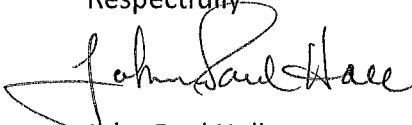
LARRY REYNOLDS
Lexington, Nebraska

Tri Basin Board of Directors



I would like to formally apply to fill the vacancy position of Dave Raffety. I have 51 plus years as a water well driller. I would like to use my experience and knowledge to help aid Tri Basin to serve our residents with the management of the natural resources we have in this district. I would greatly appreciate your support to be part of your board.

Respectfully


John Paul Holl