

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Franklin, Superior-Courtland, and Courtland Units,
Bostwick Division,
Pick-Sloan Missouri River Basin Program, Nebraska

AMENDATORY CONTRACT BETWEEN THE UNITED STATES OF AMERICA
AND THE BOSTWICK IRRIGATION DISTRICT IN NEBRASKA
FOR REPAYMENT EQUALIZATION AND RESERVE FUNDS CONTRIBUTION
EXTENSION

THIS AMENDATORY CONTRACT, made this _____ day of _____, 2007, between the UNITED STATES OF AMERICA, hereinafter called the "United States", acting through the Secretary of the Interior, pursuant generally to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly, but not limited to Sec. 9(d) of the Act of August 4, 1939 (53 Stat. 1187), as amended and supplemented, the Act of December 22, 1944 (58 Stat. 887), and the Act of July 2, 1956 (70 Stat. 483), all collectively known as the Federal Reclamation laws, and the BOSTWICK IRRIGATION DISTRICT IN NEBRASKA, an irrigation district organized and existing pursuant to the laws of the State of Nebraska, with its principal place of business in Red Cloud, Nebraska, hereafter called the "District."

WITNESSETH, THAT:

The following statements are made in explanation:

EXPLANATORY RECITALS

WHEREAS, by Contract No. 009D6B0121 dated July 25, 2000, the District contracted with the United States for the use of and repayment for the water supply and distribution works, in accordance with Reclamation Law; and

WHEREAS, Public Law 109-386 (P.L. 109-386) provides that the Secretary of the Interior may equalize the annual total repayment obligation under the Contract for the distribution works construction charge and the water supply repayment obligation for the remaining water supply repayment period. The base for equalization of the total payments is the current annual water supply repayment obligation. P.L. 109-386 also allows the Secretary to delay the scheduled increase to the annual reserve fund deposits for ten years; and

WHEREAS, the District has requested that the Contract be amended to implement the provisions of P.L. 109-386; and

WHEREAS, in order to implement the provisions of Public Law 109-386, the United States agrees to amend the existing Contract.

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is agreed between the parties hereto as follows:

1. Article 5b is deleted in its entirety and replaced with the following:

“ b. The District made annual water supply payments of \$11,468 in 2001, 2002, and 2003. The 2004 and 2005 annual payments were deferred. The District shall make water supply payments of \$11,787 beginning in 2006 and continuing through 2009, \$52,083 for 2010 and 2011, \$46,189 in 2012 and continuing through 2039, with a final installment of \$46,172 in 2040. The parties agree that any base payments that are in excess of the calculated ability to pay of the District are made in part in consideration of the conversion of Part A of the 1951 contract to a repayment contract pursuant to Subsection 9(d) of the Reclamation Project Act of 1939. The parties agree that notwithstanding the future determinations regarding ability to pay, the payments set forth in (b) herein shall not be reduced.”

2. Article 5c is deleted in its entirety and replaced with the following:

“ c. The District shall also repay such additional sums against the water supply works cost as may be within the District’s ability to pay as determined by the Contracting Officer in accordance with Reclamation policy; Provided, that such additional payment shall not be assessed unless and until the District’s ability to pay exceeds the base payment called for in (b) above, at which time the District’s annual water supply payment shall be the sum of the base payment called for in (b) above plus an ability-to-pay payment which shall be the net amount by which the District’s determined ability to pay exceeds the District’s base payment in (b) above. This additional sum against the water supply works cost does not affect the annual obligation or total obligation due for the distribution works construction obligation provided for in Article (6) of this Contract.”

3. Article 6a is deleted in its entirety and replaced with the following:

“ a. The United States has made reimbursable expenditures of \$5,440,241 for construction of distribution works. The District, under the 1949 contract, has repaid \$4,156,146.38 of this amount. In addition, the District made scheduled annual distribution works payments of \$147,231 in 2001, 2002, and 2003. The 2004 and 2005 annual payments were deferred. The District made a distribution works payment of \$27,438 in July 2006. The District shall repay to the United States the remaining unpaid balance of \$814,963.62 in accordance with the payment schedule in Attachment A, which is attached hereto and made a part hereof. The November 2006 billing will be revised to show a balance due of \$27,438 and payable within 30 days of execution of this amendment.”

4. Article 7b is deleted in its entirety and replaced with the following:

“ b. The District shall make annual deposits into the water supply reserve fund of \$4,587 in 2006 and continuing through 2019. Beginning in the year 2020, annual deposits to the fund shall be \$38,990.”

5. Article 7d is deleted in part and replaced with the following:

“ d. ... the ceiling amount of \$1,249,973.” is deleted from the first sentence and replaced with the following.

“ d. ... the ceiling amount of \$905,943.”

6. Article 8b is deleted in its entirety and replaced with the following:

“ b. The District shall make annual deposits into the distribution works reserve fund of \$2,294 in 2006 and continuing through 2019. Beginning in the year 2020, annual deposits to the fund shall be \$36,696.”

7. Article 8d is deleted in part and replaced with the following:

“ d. ... the ceiling amount of \$1,208,222.” is deleted from the first sentence and replaced with the following.

“ d. ... the ceiling amount of \$864,202.”

8. All terms and conditions of the existing Contract between the parties hereto shall remain in full force and effect except as they are specifically modified by this amendatory contract.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Regional Director

BOSTWICK IRRIGATION DISTRICT
IN NEBRASKA

By _____
President

ATTEST:

Secretary

ATTACHMENT A

**ANNUAL DISTRIBUTION WORKS CONSTRUCTION CHARGE
OBLIGATION PAYMENTS**

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2006	\$54,876	2024	\$20,474
2007	\$54,876	2025	\$20,474
2008	\$54,876	2026	\$20,474
2009	\$54,876	2027	\$20,474
2010	\$14,580	2028	\$20,474
2011	\$14,580	2029	\$20,474
2012	\$20,474	2030	\$20,474
2013	\$20,474	2031	\$20,474
2014	\$20,474	2032	\$20,474
2015	\$20,474	2033	\$20,474
2016	\$20,474	2034	\$20,474
2017	\$20,474	2035	\$20,474
2018	\$20,474	2036	\$20,474
2019	\$20,474	2037	\$20,474
2020	\$20,474	2038	\$20,474
2021	\$20,474	2039	\$20,474
2022	\$20,474	2040	\$20,465.62 (final payment)
2023	\$20,474		

