

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**Mirage Flats Project  
Nebraska**

**AMENDATORY CONTRACT BETWEEN THE UNITED STATES OF AMERICA  
AND THE MIRAGE FLATS IRRIGATION DISTRICT  
TO CHANGE THE BILLING DUE DATE**

THIS AMENDATORY CONTRACT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, pursuant generally to the Act of June 17, 1902 (32 Stat. 388), and subsequent acts supplementary thereto or amendatory thereof collectively known as the Federal Reclamation laws, particularly but not limited to, the Act of May 10, 1939 (53 Stat. 685) and the Act of August 11, 1939 (53 Stat. 1418), between the UNITED STATES OF AMERICA, hereinafter called the "United States," acting through the Secretary of the Interior, represented by the "Contracting Officer" executing this Contract, and the MIRAGE FLATS IRRIGATION DISTRICT, hereinafter referred to as the "District," which is an irrigation district organized and existing pursuant to the laws of the State of Nebraska, with its principal place of business in Hay Springs, Nebraska. The United States and the District are collectively referred to as the "Parties."

**WITNESSETH, THAT:**

The following statements are made in explanation:

**EXPLANATORY RECITALS**

- a. WHEREAS, by Contract No. 1-07-70-W0031 (Contract), dated December 28, 1950, the District contracted with the United States for the use and appropriate repayment of the water supply and distribution works, in accordance with Federal Reclamation laws; and
- b. WHEREAS, in accordance with the laws of the State of Nebraska, the landowners pay their operation and maintenance (O&M) assessments to the District when water is first diverted and/or delivered. Historically, the first diversion of project water is in July and the landowner O&M assessments are paid to the District in July; and
- c. WHEREAS, the District has requested that the Contract be amended to change the billing due date for overhead, inspection, and repair expenses from May 1 to July 1 in order to better account for when assessments are paid to the District; and
- d. WHEREAS, the United States agrees with, and will facilitate in, the request to amend the Contract's billing due date.

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby mutually agreed as follows:

- 1. Article No. 5, titled "Overhead, Inspection, and Repairs", of Contract No. 1-07-70-W0031 as amended and supplemented, is hereby amended by substituting the word "July" for the word "May" in the first sentence.
- 2. **EXISTING CONTRACT TO REMAIN IN FORCE**: Except as herein provided, Contract No. 1-07-70-W0031, as amended and supplemented, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the day and year first-above written.

UNITED STATES OF AMERICA

By \_\_\_\_\_  
Michael J. Ryan  
Regional Director  
Great Plains Region  
Bureau of Reclamation

MIRAGE FLATS IRRIGATION DISTRICT

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary