

## Calendar No. 751

106<sup>TH</sup> CONGRESS  
2<sup>D</sup> SESSION**S. 1612****[Report No. 106-373]**

To direct the Secretary of the Interior to convey certain irrigation project property to certain irrigation and reclamation districts in the State of Nebraska.

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IN THE SENATE OF THE UNITED STATES

SEPTEMBER 22, 1999

Mr. KERREY (for himself and Mr. HAGEL) introduced the following bill; which was read twice and referred to the Committee on Energy and Natural Resources

AUGUST 25, 2000

Reported under authority of the order of the Senate of July 26, 2000, by Mr. MURKOWSKI, with an amendment

[Strike out all after the enacting clause and insert the part printed in *italie*]

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**A BILL**

To direct the Secretary of the Interior to convey certain irrigation project property to certain irrigation and reclamation districts in the State of Nebraska.

1       *Be it enacted by the Senate and House of Representa-*  
2       *tives of the United States of America in Congress assembled,*

1 **SECTION 1. SHORT TITLE.**

2 This Act may be cited as the “Missouri River Basin,  
3 Middle Loup Division Facilities Conveyance Act”.

4 **SEC. 2. DEFINITIONS.**

5 In this Act:

6 (1) COMMISSIONER.—The term “Commis-  
7 sioner” means the Commissioner of Reclamation.

8 (2) DISTRICT.—The term “District” means—

9 (A) the Farwell Irrigation District, a polit-  
10 ical subdivision of the State of Nebraska;

11 (B) the Sargent Irrigation District, a polit-  
12 ical subdivision of the State of Nebraska; and

13 (C) the Loup Basin Reclamation District,  
14 a political subdivision of the State of Nebraska.

15 (3) DISTRICT TRUST.—The term “District  
16 Trust” means the Nebraska-Middle Loup River  
17 Community Environmental Trust established under  
18 section 5(a)(2)(B)(v).

19 (4) GAME AND PARKS COMMISSION TRUST.—  
20 The term “Game and Parks Commission Trust”  
21 means the Nebraska-Middle Loup River Game and  
22 Parks Commission Trust established under section  
23 5(a)(2)(B)(vi).

24 (5) PROJECT.—The term “Project” means  
25 Sherman Reservoir, Milburn Diversion Dam, Area-  
26 dia Diversion Dam, related canals and other related

lands, water rights, acquired land, distribution and diversion facilities, contracts, personal property, and other associated interests owned by the United States and authorized under the Act of June 17, 1902 (32 Stat. 388, chapter 1093), the Act of December 22, 1944 (commonly known as the “Flood Control Act of 1944”) (58 Stat. 887, chapter 665), and the Act of August 3, 1956 (70 Stat. 975, chapter 917).

(6) REPAYMENT AND WATER SERVICE CONTRACTS.—The term “Repayment and Water Service Contracts” means all repayment and water service contracts between the Commissioner and the District relating to the Project.

(7) SECRETARY.—The term “Secretary” means the Secretary of the Interior.

(8) TRUST.—The term “Trust” means—

(A) the District Trust; and

(B) the Game and Parks Commission Trust.

### **SEC. 3. CONVEYANCE OF THE PROJECT.**

(a) CONVEYANCE.—

(1) IN GENERAL.—The Secretary shall convey to the Districts, by quitclaim deed, assignment, or patent, the interest of the United States in the

1 Project, in consideration of payment to the  
2 Secretary—

3 (A) by the Districts, of an amount not to  
4 exceed \$3,000,000, determined in accordance  
5 with the Bureau of Reclamation document enti-  
6 tled “Framework for Title Transfer” and the  
7 memorandum of agreement between the Com-  
8 missioner and the Districts under section 5;  
9 and

10 (B) by the Western Area Power Adminis-  
11 tration, of \$2,000,000.

12 (2) TIMING.—The conveyance under paragraph  
13 (1) shall be made concurrently with the making of  
14 the payment under paragraph (1)(A), but the pay-  
15 ment under paragraph (1)(B) shall be made from  
16 capacity and energy charges at Pick-Sloan Missouri  
17 Basin Program firm power rates received in fiscal  
18 year 1999 or any subsequent fiscal year in which the  
19 amount of power sale revenue received exceeds the  
20 amount of interest and operation and maintenance  
21 obligations of the Western Area Power Administra-  
22 tion by at least \$2,000,000, to the extent of the ex-  
23 cess.

24 (3) SATISFACTION OF OBLIGATIONS AGAINST  
25 THE PROJECT.—The payment under paragraph

1       ~~(1)(A)~~ shall constitute full and complete satisfaction  
 2       of all obligations against the Project, the Districts,  
 3       and the Western Area Power Administration existing  
 4       before the date of the conveyance or thereafter relat-  
 5       ing to the Project, including—

6               ~~(A)~~ future obligations for additional drain-  
 7               age under section 5(a)(2)(iv);

8               ~~(B)~~ obligations under any contracts en-  
 9               tered into between the United States, the Dis-  
 10              tricts, and the Western Area Power Administra-  
 11              tion or its predecessors; and

12              ~~(C)~~ any obligation that may have been re-  
 13              quired by the Act of December 22, 1944 (58  
 14              Stat. 887, chapter 665) or other related Fed-  
 15              eral law.

16       ~~(4) SATISFACTION OF OBLIGATIONS FOR IRRI-~~  
 17       ~~GATION BENEFITS.—~~The conveyance of the Project  
 18       and the payment of the consideration under para-  
 19       graph ~~(1)~~ shall constitute full satisfaction of any and  
 20       all obligations of the Districts or of the Pick-Sloan  
 21       Missouri Basin Program firm power users or the  
 22       Western Area Power Administration for irrigation  
 23       benefits of the Project or for any other benefits con-  
 24       veyed to the Districts.

25       ~~(b) CONTAMINATED PROPERTY.—~~

1           (1) ~~REMEDIAL ACTION.~~—The Secretary shall  
 2       convey the Project without regard to whether all  
 3       necessary remedial action required under section  
 4       ~~120(h)(3)~~ of the Comprehensive Environmental Re-  
 5       sponse, Compensation, and Liability Act of 1980 (42  
 6       U.S.C. ~~9620(h)(3)~~) on any part of the Project has  
 7       been completed.

8           (2) ~~CONTINUING OBLIGATION TO COMPLETE~~  
 9       ~~REMEDIAL ACTION.~~—Notwithstanding any law to the  
 10      contrary, the United States shall remain during and  
 11      subsequent to the conveyance obligated, at the ex-  
 12      pense of the United States, to complete any required  
 13      remedial action.

14      (c) ~~EXTINGUISHMENT OF OBLIGATIONS BETWEEN~~  
 15      ~~THE COMMISSIONER AND THE DISTRICTS.~~—Effective on  
 16      the date of the conveyance, all obligations between the  
 17      Commissioner and the Districts relating to the Project  
 18      and the Repayment and Water Service Contracts are ex-  
 19      tinguished.

20      (d) ~~PAYMENT OF NEPA STUDY COSTS.~~—The Com-  
 21      missioner and the Districts shall each pay 50 percent of  
 22      the costs associated with compliance with the National  
 23      Environmental Policy Act (42 U.S.C. 4321 et seq.).

1       (e) CREDITING OF CERTAIN ITEMS TOWARD PAY-  
 2       MENT UNDER SUBSECTION (a)(1)(A).—There shall be  
 3       credited toward the payment under subsection (a)(1)(A)—

4               (1) the amount of any payment made by the  
 5       Districts before the date of the conveyance for com-  
 6       pliance with the National Environmental Policy Act  
 7       (42 U.S.C. 4321 et seq.) in excess of 50 percent of  
 8       the cost of compliance;

9               (2) the amount of any payments made by the  
 10       Districts under contracts with the Commissioner be-  
 11       tween January 1, 1999, and the date of the convey-  
 12       ance;

13              (3) the present value of future operation and  
 14       maintenance costs required for historic preservation  
 15       on Project land at Sherman Reservoir; and

16              (4) any other amount specified in the memo-  
 17       randum of agreement between the Commissioner  
 18       and the Districts under section 5.

19       (f) ADDITIONAL DRAINAGE.—

20              (1) IN GENERAL.—Of the \$2,000,000 paid by  
 21       the Western Area Power Administration under sub-  
 22       section (a), \$500,000—

23                      (A) shall be deposited in the fund referred  
 24                      to in section 5(a)(3); and

1                   ~~(B)~~ shall be available for additional drain-  
 2                   age projects.

3                   ~~(2) NONREIMBURSABILITY.~~—The amount de-  
 4                   posited under paragraph ~~(1)~~ shall be nonreimburs-  
 5                   able and nonreturnable.

6                   ~~(3) AUTHORIZATION OF APPROPRIATIONS.~~—

7                   There is authorized to be appropriated not more  
 8                   than \$500,000 for the additional drainage projects.

9   **SEC. 4. LIABILITY.**

10                  Effective on the date of conveyance of the Project,  
 11                  the United States shall not be liable for claims, costs,  
 12                  damages, or judgments of any kind arising out of any act,  
 13                  omission, or occurrence related to the Project except for  
 14                  such claims, costs, or damages arising from acts of neg-  
 15                  ligence committed by the United States or by employees,  
 16                  agents, or contractors of the United States before the date  
 17                  of conveyance for which the United States is liable under  
 18                  chapter 171 of title 28, United States Code (commonly  
 19                  known as the “Federal Tort Claims Act”).

20   **SEC. 5. COMPLETION OF CONVEYANCE.**

21                  ~~(a) IN GENERAL.~~—The Secretary shall not make the  
 22                  conveyance under section ~~3~~ until the following events have  
 23                  been completed:

24                         ~~(1)~~ Compliance with the National Environ-  
 25                         mental Policy Act of 1969 (42 U.S.C. 4321 et seq.).



1           (2) Execution of—

2                   (A) memoranda of agreement between the  
3           Commissioner and the Districts describing the  
4           purchase price and other terms and conditions  
5           of the conveyance consistent with this Act; and

6                   (B) an agreement by the Districts to man-  
7           age the Project in a manner substantially simi-  
8           lar to the manner in which the Project was  
9           managed before the conveyance and in accord-  
10          ance with applicable Federal and State laws;  
11          including—

12                   (i) preserving on a permanent basis  
13           the right of the State of Nebraska Games  
14           and Parks Commission to develop, provide,  
15           and protect the public interest in Project  
16           fish, wildlife, and recreation facilities re-  
17           lated to the Projects;

18                   (ii) providing for protection of cultural  
19           resources at the Project after the convey-  
20           ance consistent with applicable law that  
21           authorizes the Districts or others with re-  
22           sponsibility to protect significant historic  
23           features in situ or otherwise;

24                   (iii) providing that the Districts shall  
25           annually make payments to local govern-

1           ments in the amounts in which the Com-  
2           missioner made payment to the local gov-  
3           ernments under chapter 69 of title 31,  
4           United States Code (commonly known as  
5           “payments in lieu of taxes”) for fiscal year  
6           1999;

7                   (iv) providing for—

8                           (I) a plan for additional drainage  
9                           work in the Middle Loup Valley as  
10                          specified in the memoranda of agree-  
11                          ment under paragraph (1); and

12                          (II) the funding of the additional  
13                          drainage work;

14                   (v) providing for the establishment by  
15                   the Districts of an organization to be  
16                   known as the “Nebraska-Middle Loup  
17                   River Community Environmental Trust”  
18                   and to be organized under State law to  
19                   preserve, protect, enhance, and manage the  
20                   Project by—

21                           (I) stabilizing surface and ground  
22                           water supplies;

23                           (II) conserving water and land  
24                          resources;

1                   (III) carrying out essential drain-  
 2                   age projects using funds deposited  
 3                   under section 3(f); and

4                   (IV) expanding knowledge of  
 5                   water and land resources for enhance-  
 6                   ing Project operations and improving  
 7                   the service of Project purposes; and

8                   (vi) providing for the establishment by  
 9                   the Nebraska Game and Parks Commis-  
 10                  sion of an organization to be known as the  
 11                  “Nebraska-Middle Loup River Game and  
 12                  Parks Trust” and to be organized under  
 13                  State law to—

14                   (I) improve and enhance fisheries  
 15                   and recreational opportunities; and

16                   (II) expand knowledge of water  
 17                   and land resources for enhancing  
 18                   Project operations and improving the  
 19                   service of Project purposes.

20                  (3) DEPOSITS IN THE DISTRICT TRUST.—On  
 21                  receipt of the payments under section 3(a)(1), the  
 22                  Secretary shall deposit in the District trust—

23                   (A) \$2,000,000 of the amount received  
 24                   under section 3(a)(1); and

1           ~~(B) the entire amount received under sec-~~  
 2           ~~tion 3(a)(2).~~

3           ~~(4) NO TAX; NO EFFECT ON RATES.—No pay-~~  
 4           ~~ment under this Act—~~

5           ~~(A) shall be subject to Federal or State in-~~  
 6           ~~come tax; or~~

7           ~~(B) shall affect Pick-Sloan Missouri Basin~~  
 8           ~~Program firm power rates in any way.~~

9           ~~(5) USE OF FUNDS.—~~

10           ~~(A) FUNDS DEPOSITED UNDER SECTION~~  
 11           ~~3(F).—The Trusts shall by their charters pro-~~  
 12           ~~hibit the use of any funds deposited under sec-~~  
 13           ~~tion 3(f) for routine operation and maintenance~~  
 14           ~~work by the Districts, the Game and Parks~~  
 15           ~~Commission, or any of the participating agen-~~  
 16           ~~cies of the Trusts.~~

17           ~~(B) OTHER FUNDS.—Funds received by a~~  
 18           ~~Trust from a District or any other source may~~  
 19           ~~be used for any purpose.~~

20           ~~(6) ASSISTANCE FOR DRAINAGE WORK.—The~~  
 21           ~~Game and Parks Commission Trust shall provide for~~  
 22           ~~direct priority assistance to the Districts for drain-~~  
 23           ~~age work in the Middle Loup River Valley under~~  
 24           ~~conditions requiring greater trust fund investments~~  
 25           ~~than are available from the Trust.~~

1       (b) **REPORT.**—If the conveyance under section 3 is  
 2 not substantially completed on or before December 31,  
 3 2000, the Secretary and the Districts shall promptly sub-  
 4 mit to the Committee on Resources of the House of Rep-  
 5 resentatives and the Committee on Energy and Natural  
 6 Resources of the Senate a report on the status of the con-  
 7 veyance describing the matters remaining to be resolved  
 8 before completion of the conveyance and stating the antici-  
 9 pated date for the completion of the conveyance.

10       (c) **FUTURE BENEFITS.**—

11           (1) **IN GENERAL.**—Effective on the date of the  
 12 conveyance under section 3, the Districts shall not  
 13 be entitled to receive any further benefits under rec-  
 14 lamation law not otherwise available attributable to  
 15 its status as a reclamation project under the Act of  
 16 June 17, 1902 (32 Stat. 388, chapter 1093), and  
 17 Acts supplemental to and amendatory of that Act  
 18 (43 U.S.C. 371 et seq.).

19           (2) **NO FLOOD CONTROL COMPONENT.**—After  
 20 the date of the conveyance under subsection 3, the  
 21 Project shall no longer have a flood control compo-  
 22 nent.

23 **SECTION 1. SHORT TITLE.**

24       *This Act may be cited as the “Missouri River Basin,*  
 25 *Middle Loup Division Facilities Conveyance Act”.*

1 **SEC. 2. DEFINITIONS.**

2 *In this Act:*

3 (1) *COMMISSIONER.*—*The term “Commissioner”*  
4 *means the Commissioner of Reclamation.*

5 (2) *DISTRICT.*—*The term “District” means—*

6 (A) *the Farwell Irrigation District, a polit-*  
7 *ical subdivision of the State of Nebraska;*

8 (B) *the Sargent Irrigation District, a polit-*  
9 *ical subdivision of the State of Nebraska; and*

10 (C) *the Loup Basin Reclamation District, a*  
11 *political subdivision of the State of Nebraska.*

12 (3) *PROJECT.*—*The term “Project” means Sher-*  
13 *man Reservoir, Milburn Diversion Dam, Arcadia Di-*  
14 *version Dam, related canals and other related lands,*  
15 *water rights, acquired land, distribution and diver-*  
16 *sion facilities, contracts, personal property, and other*  
17 *associated interests owned by the United States and*  
18 *authorized under the Act of June 17, 1902 (32 Stat.*  
19 *388, chapter 1093), the Act of December 22, 1944*  
20 *(commonly known as the “Flood Control Act of*  
21 *1944”) (58 Stat. 887, chapter 665), and the Act of*  
22 *August 3, 1956 (70 Stat. 975, chapter 917).*

23 (4) *REPAYMENT AND WATER SERVICE CON-*  
24 *TRACTS.*—*The term “Repayment and Water Service*  
25 *Contracts” means all repayment and water service*

1       *contracts between the Commissioner and the District*  
2       *relating to the Project.*

3               (5) *SECRETARY.*—*The term “Secretary” means*  
4       *the Secretary of the Interior.*

5   **SEC. 3. CONVEYANCE OF THE PROJECT.**

6       (a) *CONVEYANCE.*—

7               (1) *IN GENERAL.*—*As soon as practicable after*  
8       *the date of enactment of this Act and in accordance*  
9       *with all applicable laws, the Secretary shall convey to*  
10       *the Districts, by quitclaim deed, assignment, or pat-*  
11       *ent, the interest of the United States in the Project,*  
12       *in consideration of payment to the Secretary—*

13               (A) *by the Districts of \$2,847,360, which—*

14               (i) *has been determined in accordance*  
15       *with the Bureau of Reclamation document*  
16       *entitled “Framework for Title Transfer”*  
17       *and the memorandum of understanding be-*  
18       *tween the Commissioner and the Districts*  
19       *under section 5; and*

20               (ii) *includes all credits and adjust-*  
21       *ments provided for in that document and*  
22       *memorandum of understanding; and*

23               (B) *by the Western Area Power Administra-*  
24       *tion, of \$2,600,000.*

1           (2) *CANCELLATION OF OBLIGATION.*—*The obliga-*  
 2           *tion to make payments due and owing from the Dis-*  
 3           *tricts to the United States under the repayment and*  
 4           *water service contracts are canceled for the year 2000*  
 5           *and thereafter.*

6           (3) *TIMING.*—*The conveyance under paragraph*  
 7           *(1) shall be made concurrently with the making of the*  
 8           *payment under paragraph (1)(A), but the payment*  
 9           *under paragraph (1)(B) shall be made from capacity*  
 10          *and energy charges at Pick-Sloan Missouri Basin*  
 11          *Program firm power rates received in fiscal year*  
 12          *2000 or the first subsequent fiscal year in which the*  
 13          *amount of power sale revenue received exceeds the*  
 14          *amount of interest and operation and maintenance*  
 15          *obligations of the Western Area Power Administration*  
 16          *by at least \$2,600,000, to the extent of the excess.*

17          (4) *SATISFACTION OF OBLIGATIONS AGAINST THE*  
 18          *PROJECT.*—*The payment under paragraph (1)(A)*  
 19          *shall constitute full and complete satisfaction of all*  
 20          *obligations of the Western Area Power Administration*  
 21          *against the Project, the United States, and the Dis-*  
 22          *tricts existing before the date of the conveyance or*  
 23          *thereafter relating to the Project, including—*

24                  (A) *future obligations for additional drain-*  
 25                  *age required in the project;*



1           (B) obligations under any contracts entered  
 2           into between the United States, the Districts, and  
 3           the Western Area Power Administration or its  
 4           predecessors; and

5           (C) any obligation that may have been re-  
 6           quired by the Act of December 22, 1944 (58 Stat.  
 7           887, chapter 665) or other related Federal law.

8           (5) SATISFACTION OF OBLIGATIONS FOR IRRIGA-  
 9           TION BENEFITS.—The conveyance of the Project and  
 10          the payment of the consideration under paragraph (1)  
 11          shall constitute full satisfaction of any and all obliga-  
 12          tions of the Districts or of the Pick-Sloan Missouri  
 13          Basin Program firm power users of the Western Area  
 14          Power Administration for irrigation benefits of the  
 15          Project or for any other benefits conveyed to the Dis-  
 16          tricts.

17          (b) CONTAMINATED PROPERTY.—The Secretary shall  
 18          convey the Project without regard to whether all necessary  
 19          remedial action required under section 120(h)(3) of the  
 20          Comprehensive Environmental Response, Compensation,  
 21          and Liability Act of 1980 (42 U.S.C. 9620(h)(3)) on any  
 22          part of the Project has been completed.

23          (c) EXTINGUISHMENT OF OBLIGATIONS BETWEEN THE  
 24          COMMISSIONER AND THE DISTRICTS.—Effective on the date  
 25          of the conveyance, all obligations not canceled under the

1 subsection (a)(2) between the Secretary and the Districts  
 2 relating to the Project and the Repayment and Water Serv-  
 3 ice Contracts are extinguished.

4 **SEC. 4. LIABILITY.**

5       *Effective on the date of conveyance of the Project, the*  
 6 *United States shall not be liable for claims, costs, damages,*  
 7 *or judgments of any kind arising out of any act, omission,*  
 8 *or occurrence related to the Project except for such claims,*  
 9 *costs, or damages arising from acts of negligence committed*  
 10 *by the United States or by employees or agents of the United*  
 11 *States before the date of conveyance for which the United*  
 12 *States is liable under chapter 171 of title 28, United States*  
 13 *Code (commonly known as the “Federal Tort Claims Act”).*

14 **SEC. 5. COMPLETION OF CONVEYANCE.**

15       *(a) IN GENERAL.—The Secretary shall not make the*  
 16 *conveyance under section 3 until the following events have*  
 17 *been completed:*

18               *(1) Compliance with the National Environ-*  
 19               *mental Policy Act of 1969 (42 U.S.C. 4321 et seq.).*

20               *(2) Execution of a memorandum of under-*  
 21               *standing between the Commissioner and the Districts*  
 22               *describing the purchase price and other terms and*  
 23               *conditions of the conveyance consistent with this Act.*

24       *(b) DISTRICT MANAGEMENT OF PROJECT.—The*  
 25 *Districts shall manage the Project in a manner substan-*

1 tially similar to the manner in which the Project was man-  
 2 aged before the conveyance and in accordance with applica-  
 3 ble Federal and State laws, including—

4 (1) entering into an agreement with Nebraska  
 5 Games and Parks Commission that preserves on a  
 6 permanent basis the right of the Commission to de-  
 7 velop, provide, and protect the public interest in  
 8 Project fish, wildlife, and recreation facilities related  
 9 to the Projects; and

10 (2) entering into an agreement with the Univer-  
 11 sity of Nebraska Lincoln-State Museum that provides  
 12 for protection of cultural resources at the Project after  
 13 the conveyance consistent with applicable law that  
 14 authorizes the Districts or others with responsibility  
 15 to protect significant historic features in situ or oth-  
 16 erwise; and

17 (3) providing that the Districts shall annually  
 18 make payments to local governments in the amounts  
 19 in which the Commissioner made payment to the  
 20 local governments under chapter 69 of title 31, United  
 21 states Code (commonly known as “payments in lieu  
 22 of taxes”) for fiscal year 1999;

23 (c) *CREDITING TO RECLAMATION FUND.*—All funds  
 24 paid to the Secretary under this Act shall be credited to  
 25 the Reclamation Fund in the Treasury of the United States

1 *toward repayment of capital costs of the project in an*  
 2 *amount equal to the associated undiscounted obligation.*

3 *(d) NO EFFECT ON RATES.—No payment under this*  
 4 *Act shall affect Pick-Sloan Missouri Basin Program firm*  
 5 *power rates in any way.*

6 *(e) REPORT.—If the conveyance under section 3 is not*  
 7 *substantially completed on or before December 31, 2000, the*  
 8 *Secretary and the Districts shall promptly submit to the*  
 9 *Committee on Resources of the House of Representatives*  
 10 *and the Committee on Energy and Natural Resources of*  
 11 *the Senate a report on the status of the conveyance describ-*  
 12 *ing the matters remaining to be resolved before completion*  
 13 *of the conveyance and stating the anticipated date for the*  
 14 *completion of the conveyance.*

15 *(f) FUTURE BENEFITS.—*

16 *(1) IN GENERAL.—Effective on the date of the*  
 17 *conveyance under section 3, the Middle Loup Division*  
 18 *of the Missouri River Basin Project—*

19 *(A) shall not be treated as a Federal rec-*  
 20 *lamation project; and*

21 *(B) shall not be subject to the reclamation*  
 22 *laws or entitled to receive any reclamation bene-*  
 23 *fits under those laws.*

1           (2) *NO FLOOD CONTROL COMPONENT.*—*After the*  
2       *date of the conveyance under subsection 3, the Project*  
3       *shall no longer have a flood control component.*

**Calendar No. 751**

106TH CONGRESS  
2D SESSION

**S. 1612**

**[Report No. 106-373]**

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**A BILL**

To direct the Secretary of the Interior to convey certain irrigation project property to certain irrigation and reclamation districts in the State of Nebraska.

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AUGUST 25, 2000

Reported with an amendment