

## GARRISON DIVERSION CONSERVANCY DISTRICT

Executive Committee  
401 Hwy 281 NE  
Carrington, North Dakota

December 18, 2024

### A G E N D A

- 11:30 a.m. I. Call to Order & Pledge of Allegiance – Alan Walter
- 11:31 a.m. II. Announcements & Introductions – Alan Walter
- 11:32 a.m. III. Roll Call – Lisa Schafer
- 11:33 a.m. IV. >**Consideration of Minutes** – Alan Walter
- A. >**September 26, 2024 – Regular Meeting**
- B. >**October 16, 2024 – Special Meeting**
- C. >**October 22, 2024 – Special Meeting**
- D. >**November 4, 2024 – Special Meeting**
- E. >**December 4, 2024 – Special Meeting**
- 11:35 a.m. V. Financial Report – Merri Mooridian
- A. >**\*Financial Statements**
- B. >**\*Budget Revisions**
- C. >Budget Timeline
- 11:55 a.m. VI. O&M Update – Ryan Anderson
- 12:00 p.m. VII. >Irrigation Update – Ryan Anderson
- A. >2024 Irrigation Map
- 12:05 p.m. VIII. ND Water Users/Coalition/Irrigation Assoc. Report – Dani Quissell
- 12:15 p.m. IX. >Bureau of Reclamation Report – Darren Goetzfried
- 12:20 p.m. X. MR&I Report – Geneva Kaiser & Merri Mooridian
- A. >MR&I Construction Reports
- B. >Water Supply Assistance Grant Program
- 12:25 p.m. XI. Oakes Irrigation Research Site Update – Kip Kovar
- 12:30 p.m. **Catered Lunch**
- 1:15 p.m. XII. Red River Valley Water Supply Project Update
- A. Construction Update – Kip Kovar
- B. >Work Plan Update – Kip Kovar/Kurt Ronnekamp
1. Contract 6A – RRV Transmission Pipeline
- a. >Bid Tab Summary
- b. >Recommendation of Award
- c. >**\*Notice of Award**

- d. >Contractor's Agreement
- e. >**\*Notice to Proceed**
- C. ENDAWS Electrical Services – Kip Kovar
  - 1. >Garrison Diversion's Request for Federal Power
  - 2. >Bureau of Reclamation's Response
- D. >**\*2023-2025 Biennium Work/Plan Budget** – Kip Kovar
- E. >Program Schedule – Kip Kovar
- F. User Engagement Update – Steve Burian
  - 1. >Prospective Users Update
  - 2. >Assurance Policy – Brent Bogar
- G. Financial Update – Shawn Gaddie
  - 1. Federal Funding Update
    - a. S.4996 – Duane DeKrey
      - i. >Opposition Letters
      - ii. >Response Letter
  - 2. Series D2 Financing Agreement – Shawn Gaddie
    - a. >Revised Memorandum of Commitment (MOC)
      - b. **MOC Approvals**
        - i. >**\*Carrington**
        - ii. >**\*Cooperstown**
        - iii. >**\*Hillsboro**
        - iv. >**\*Mayville**
        - v. >**\*Valley City**
        - vi. >**\*Fargo**
        - vii. **\*Grand Forks (Handout )**
      - c. >**Series D Small Systems Amendment Approvals**
        - i. >**\*Carrington**
        - ii. >**\*Cooperstown**
        - iii. >**\*Valley City**
        - iv. >**\*Hillsboro**
        - v. **\*Mayville (Handout)**
        - vi. >**\*Fargo**
        - vii. **\*Grand Forks (Handout)**
- H. Legislative Update – Duane DeKrey/Terry Effertz
- I. >**\*Common Interest Agreement** – Tami Norgard
- J. Terry Effertz Lobbying Services – Duane DeKrey

- 2:45 p.m. XIII. 2024 Accomplishments (*Handout*)
- 2:50 p.m. XIV. **2025 Garrison Diversion Work Plan (*Handout*)**
- 2:55 p.m. XV. >Executive Committee Election – Duane DeKrey
- 3:00 p.m. XVI. **Closed Executive Session pursuant to N.D.C.C. § 44-04-11.2 to discuss: Wells County landowner negotiations regarding the RRVWSP**
- 3:15 p.m. XVII. General Manager’s Report – Duane DeKrey
- A. Meeting with Bureau of Reclamation
- B. **\*2025 Employee Salaries**
- 3:30 p.m. XVIII. Upcoming Events – Alan Walter
- A. Garrison Diversion Meetings
- >2024 Meeting Dates
- >2025 Meeting Dates
- B. Red River Basin Conference – January 14-16, Grand Forks
- C. >ND Rural Water EXPO – January 21-23, Bismarck
- D. Groundwater Mngmt. Dist. Assoc. Conf. – Feb. 25-27, Temecula, CA
- E. State Water Commission Meeting – April 10, Bismarck
- F. NWRA Federal Affairs Conference – April 28-30, Washington, DC
- 3:35 p.m. XIX. Other – Alan Walter
- 3:40 p.m. XX. **Adjourn**

**Bold is an Action Item**

**\* is a Roll Call Vote**

The following minutes are in draft form subject to review and approval by the Executive Committee at its next meeting.

24-105

## **GARRISON DIVERSION CONSERVANCY DISTRICT**

### **EXECUTIVE COMMITTEE**

**Garrison Diversion Conservancy District  
Carrington, North Dakota  
September 26, 2024**

A meeting of the Garrison Diversion Conservancy District Executive Committee was held on September 26, 2024, at the Garrison Diversion headquarters in Carrington, North Dakota. The meeting was called to order by Acting Chairman Jay Anderson at 11:00 a.m.

#### **MEMBERS PRESENT**

Acting Chairman Jay Anderson  
Second Vice Chairman Greg Bischoff  
Director Dave Anderson  
Director Geneva Kaiser  
Director Larry Kassian  
Director Bill Ongstad  
Director Brian Orn  
Director Mike Tweed  
Director Ken Vein (by video conference)  
Secretary Duane DeKrey (by video conference)

#### **MEMBERS ABSENT**

Chairman Alan Walter

#### **OTHERS PRESENT**

Garrison Diversion staff members and others were present. A copy of the registration sheet is attached to these minutes as Annex I.

The meeting was recorded to assist with compilation of the minutes.

#### **READING OF THE MINUTES**

**Motion by Director Orn to dispense with a reading of the June 13, 2024, Executive Committee minutes and approve them as distributed. Second by Director D. Anderson. Upon voice vote, motion carried.**

#### **FINANCIAL REPORT**

**Financial Statements** - - Merri Mooridian, Administrative Officer, Garrison Diversion, reviewed the financial statements for the period of January 1 through August 31, 2024. Copies of the financial statements are attached to these minutes as Annex II.

Revenues through August 31 are broken out as follows: General Fund \$5,226,200; MR&I \$6,964,817; Operations and Maintenance \$3,078,947; Red River Valley Water Supply Project \$44,384,958 and Irrigation Fund \$228,806.

Expenditures were: General Fund \$2,653,943; MR&I \$6,950,664; Operations & Maintenance \$2,920,478; Red River Valley Water Supply Project \$43,166,950; and Irrigation Fund \$216,223.

Total income budget for 2024 is \$160,711,193. Income received through August for all funds is \$59,883,728 or 37.3% of budget.

The expected expense budget for 2024 is \$160,392,597. After transfers in/out, it is \$161,114,015. Expenditures to date are \$54,356,746 or 33.7% of budget.

Ms. Mooridian reviewed the expenses by category in each of the Garrison Diversion funds.

Garrison Diversion reserve accounts total \$8,800,712.

The balance of funds held at Bank of North Dakota is \$7,026,219; Bravera \$358,419; First International Bank & Trust \$15,280,375; \$1,507,625 at Bremer Bank and \$4,653,701 at Gate City Bank.

Ms. Mooridian reported all accounts held at Bremer Bank have been closed as of September.

**Motion by Director Tweed to accept the Garrison Diversion financial statements for the period of January 1 through May 31, 2024. Second by Second Vice Chairman Bischoff. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Kassian, Ongstad, Orn, Tweed and Vein. Directors voting nay: none. Absent and not voting: Walter. Motion carried.**

**Budget Revisions** - - Ms. Mooridian referred to Version 4 of the 2024 budget revisions and reviewed the adjustments with the committee by line-item. A copy of the budget revisions is attached to these minutes as Annex III.

**Motion by Director Orn to approve the following 2024 budget revisions, Rv4:**

**Revenue:**

**O&M Contract Revenue, increase by \$770,000**

**Expenses:**

**General Fund**

**Administration**

**Postage, increase \$1,500**

**Subscriptions, increase \$2,000**

**Small Office Equipment, decrease \$4,043**

**Annual Independent Audit, increase \$543**

**GDU O&M**

**Salaries & Benefits**

**Salaries, increase \$500,000**

**Benefits, increase \$270,000**

**Supplies, increase \$50,000**

**Materials, decrease \$50,000**

**Second by Director D. Anderson. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Kassian, Ongstad, Orn, Tweed and Vein. Directors voting nay: none. Absent: Walter. Motion carried.**

**Budget Timeline** - - Ms. Mooridian referred to the budget timeline, which is an item of reference used in the budget preparation process.

### **O&M UPATE**

Ryan Anderson, Engineer, Garrison Diversion, provided a drone video as an update on the McClusky Canal slide repair project. Approximately 90,000 cubic yards of spoil material has been hauled this year with a grand total to date of about 2.7 million yards.

Mr. Anderson also reported on summer work activities, which included routine maintenance and spraying, removing trees and vac jetting wells at the Jamestown Reservoir.

Upcoming O&M projects include working on the slide for as long as possible this year. This winter, there is a shore stabilization project to be done at New Johns Lake and a dike repair project at Lake Audubon. Rock hauling and assisting at the Snake Creek Pumping Plant (SCPP) will also be happening this winter.

### **IRRIGATION UPDATE**

Mr. Anderson reported irrigating along the McClusky Canal is close to completion with pumps being pulled in a couple of weeks.

Mr. Anderson stated he is working on two potential irrigation projects. One by Lake Audubon at 550 acres. The other is assisting a landowner near New Rockford with a water permit.

### **ND WATER USERS/COALITION/IRRIGATION ASSOCIATION REPORT**

Dani Quissell, ND Water Users, reported on the series of public meetings taking place within the state regarding the importance of the Missouri River. These meetings are scheduled September 23 through September 26 at Dickinson, Williston, New Town, Minot, Beulah, Washburn, Mandan and Killdeer and are presented by the Missouri River Joint Water Board.

Ms. Quissell stated the Water Users Association is starting to look at policy development as they prepare for their annual Water Users Convention in December. If anyone has suggestions or changes for policy resolutions, let her know. The convention agenda is currently being finalized, and convention information will be sent out soon.

The Water Users Association is part of the Keep It Local coalition, which is the group working to provide information on Measure No. 4 regarding the property tax measure that will be on the November ballot. There continues to be strong concerns, particularly from the legislative leadership if this measure passes, as to what the implications could be for the entire state budget and definitely an acknowledgement that, if the legislature needs to come up with a lot of dollars, the allocation into the Resources Trust Fund could possibly be at risk, which would have a severe detriment on water funding for the whole state; therefore, the Water Users Association continues to advocate a no vote on Measure No. 4.

Ms. Quissell also reported the Upper Missouri Water Association's annual conference will be held in October in Montana. She is looking forward to having conversations about the Missouri

River and the upper basin. There is some growing discussion with South Dakota about ways to work together in the upper basin states to ensure we are putting the Missouri River to beneficial use for our residents. She continues to have conversations at the national level with her counterparts downstream about ideas for putting Missouri River water to use particularly when it comes to replenishing the Ogallala Aquifer in Nebraska and Kansas.

Ms. Quissell stated there is a provision in the House passed Water Resources Development Act (WRDA) that would authorize the Corps of Engineers to conduct a study likely using Missouri River flood waters to recharge the Ogallala Aquifer. Contact has been made with Senator Cramer's office about the provision. It was not included in the Senate side, and it is hoped it will not be included in the final bill. Conference committee discussions are taking place now, and the Water Users Association is staying in close contact with the congressional delegation about this.

On the positive side, the WRDA does include a provision that would add water supply to the Corps of Engineers mission, which could be beneficial when talking to the Corps of Engineers about water intakes for water supply and overall management of the river, keeping in mind that water supply is an important use of the river for those in the upper basin.

Ms. Quissell said the irrigation feasibility study Garrison Diversion is helping to fund is ongoing. The first phase is near completion. A preliminary report is expected to be shared with staff in the next few weeks.

### **BUREAU OF RECLAMATION REPORT**

Scott Hettinger, Deputy Area Manager, Bureau of Reclamation (Reclamation), referred to Reclamation's September 26, 2024, written report and provided highlights. A copy of the report is attached to these minutes as Annex IV.

**MR&I Program** - - Mr. Hettinger reported the Operation and Maintenance Agreement for the Northwest Area Water Supply (NAWS) Biota Water Treatment Plant has been fully executed.

**Regional Director Meeting** - - Mr. Hettinger informed the committee a meeting with Reclamation's regional office and Garrison Diversion is being planned for October to discuss the transfer of the New Rockford Canal.

### **MR&I REPORT**

**MR&I Construction Reports** - - Ms. Mooridian referred to the MR&I construction report dated August 31. Total 2024 MR&I expenditures are \$4,826,340. Remaining federal MR&I funds are \$8,006,583. The 2024 Bipartisan Infrastructure LAW (BIL) funding expenditures are \$2,066,789, which was for the NAWS Project. Remaining funds are \$38,478,210. Copies of these reports are attached to these minutes as Annex V.

**Water Supply Assistance Grant Program (WSAGP)** - - Director Kaiser, Chairperson, MR&I Committee, informed the committee program expenditures for 2024 are \$106,262. The balance remaining in the WSAGP fund is \$215,310.

Ms. Kaiser also reported the MR&I Committee met on August 20 and awarded funding to 11 rural WSAGP grant applicants totaling \$73,155 and one municipal grant to the town of McVile for \$1,080.

**Fiscal Year 2024 Funding Recommendation** - - Ms. Mooridian referred to the letter Garrison Diversion received from the Department of Water Resources (DWR) confirming the remaining federal MR&I funding to reach the program ceiling is \$12,227,000 and will be provided through the Fiscal Year (FY) 2024 funding. A copy of the letter is attached to these minutes as Annex VI.

Ms. Mooridian stated this is to allocate \$10.7 million of FY2024 funding. The NAWS Project will receive \$7.7 million, and \$3 million will go to the Eastern North Dakota Alternate Water Supply Project (ENDAWS). There is also funding held out for program administration. By approving this funding, it will close out the MR&I Program funding appropriated in the Dakota Water Resources Act of 2000. This was approved by the State Water Commission (SWC) at its August 8 meeting.

**Motion by Director Kaiser to approve the allocation of FY2024 federal MR&I funding of \$10,700,000 with \$7,700,000 going to the NAWS Project and \$3,000,000 to the ENDAWS Project, as well as the allocation of FY2023 funding of \$169,722 to go toward MR&I program administration to the Executive Committee. Motion is contingent upon available funding, project must follow Federal MR&I Program requirements and delegates the Secretary the ability to move funds between project elements in order to facilitate efficient project completion. Second by Director Kassian. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Kassian, Ongstad, Orn, Tweed and Vein. Those voting nay: none. Absent and not voting: Walter. Motion carried.**

**MR&I Program Cost Ceiling** - - Ms. Mooridian updated the committee on the bill submitted by Senator Hoeven to modify the authorization of appropriations for state and tribal MR&I water service. The bill is approximately \$1.4 to \$1.5 billion to cover state and tribal water projects. A hearing was held on September 11 with Commissioner Touton being the only witness to testify.

### **OAKES IRRIGATION RESEARCH SITE BUILDING UPDATE**

Kip Kovar, District Engineer, Garrison Diversion, reported on the defective concrete in the new building at the Oakes Irrigation Research Site (OIRS). Gast Construction's proposed plan was to grind the top layer of concrete off, grout to fill in the voids, then grind it again and finish off with a polish. When doing the grinding, something caused the contractor to stop, and today an expert with the materials testing firm was flown in to look at the work site. He should hear a report back from them within 24 hours on the findings.

### **RED RIVER VALLEY WATER SUPPLY PROJECT (RRVWSP)**

**Construction Update** - - Mr. Kovar provided updates on the ongoing construction contracts via a PowerPoint presentation including photos from the job sites. As of today, including Contract 5A, there is approximately 12.9 miles of pipeline installed on the RRVWSP.

#### **Contract 5B**

Garney Construction (Garney) is the contractor for Contract 5B, which is nine miles of pipeline at 80 percent of completion.

#### **Contract 5C**

Contract 5C, which is Oscar Renda Contracting, is eight miles of pipeline at 27 percent of completion.



## Contract 5D

The contractor for 5D is Carstensen Contracting. This is 10 miles of pipeline at 20 percent of completion. Recently, tunneling underneath Pipestem Creek was successfully completed on this contract. Those crews have now moved over to Kelly Creek to begin tunneling there.

## Pipeline Construction Analysis

### **Garney Update**

Mr. Kovar said the physical location of Garney's construction site (Contract 5B) is very wet. Progress has been slow, and they have had some crew turnover.

Garney has been notified they are currently working under liquidated damages. So far, they have accrued roughly \$553,000 in liquidated damages.

Change orders for dewatering and road maintenance will continue.

There is a chance Garney will not get all the pipe installed this year.

### **Oscar Renda Update**

Mr. Kovar said Oscar Renda has had a good start but quickly realized they were not reaching their goals and brought in a second crew on Contract 5C.

With good weather, Oscar Renda may achieve 40 percent completion this year.

Oscar Renda is installing approximately 1,000 feet of pipeline a week with both crews.

There have been no change orders to date.

Road maintenance was switched to an allowance item after lessons learned with Contract 5B. This now allows the owner to direct the contractor when to work on the road.

### **Carstensen Update**

Mr. Kovar stated Carstensen did not start installing pipe on Contract 5D until late July. They only have one crew; however, working with one crew, they are laying the most pipe of the three contractors.

A second crew may be needed in 2025.

There are no known change orders.

Road improvements were also switched to allowance in the design prior to bid.

Tunneling under the Pipestem Creek/Kelly Creek has been a challenge for Carstensen. There was groundwater intrusion in the tunnel boring machine causing cave ins, and they were not able to keep pressure at the face of the machine. No change order is expected since it was a subcontractor issue.

Large cobbles and boulders were encountered at the center of the tunneling run. There will likely be a change order based on the geotechnical baseline report. The tunnel was successfully completed on September 9.

**Work Plan Update** - - Mr. Kovar reviewed the consolidated financial performance of construction projects.

Board Approved Changes

Original Contract Price (7 total construction contracts)	\$218,071,791.88
Change Orders Amount	<u>\$(1,052,993.49)</u>
Revised Contract Price	\$217,018,798.39
% Change	(0.5%)

Pending Change Order (Today's Discussion)

CO No. 5 to Contract 5B – Garney Construction	\$720,283.91
Previously Approved Change Orders	<u>\$(1,052,993.49)</u>
Amount of Total Change Orders Inception to Date	<u>\$(332,709.58)</u>
% Change	(0.2%)

Contract 5B – Transmission Pipeline East

**Task Order 5532 - Change Order No. 5**

Mr. Kovar showed photos of the dewatering efforts and provided a detailed review of Change Order No. 5, which mainly consists of off-site dewatering discharge, road maintenance and repair, ditch cleaning and topsoil maintenance. The cost of the change order is \$720,283.91. A copy of the change order is attached to these minutes as Annex VII.

Mr. Kovar added, along with this change order, Garney was asking for 30 days of contract extension time. This was felt to be excessive. Garrison Diversion is suggesting one day a week for the last three months, which totals approximately 12 days.

**Motion by Second Vice Chairman Bischoff to approve RRVWSP Task Order 5532, Transmission Pipeline East Contract 5B, Change Order No. 5, in the amount of \$720,283.91 with up to 12 contract extension days. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Kassian, Ongstad, Orn, Tweed and Vein. Those voting nay: none. Absent and not voting: Walter. Motion carried.**

**Liquidated Damages**

Mr. Kovar said he already reported Garney is almost a year behind on Contract 5B. Liquidated damages are accruing at almost \$2,000 per day, which currently total around \$553,000. The LAWA Technical Advisory Committee (TAC) has suggested both LAWA and Garrison Diversion boards be made aware of the liquidated damages accrued by Garney and recommends the

board(s) approve liquidated damages be taken out of Garney's next pay application, and that the accrued monthly liquidated damages be deducted from each monthly pay application thereafter.

Mr. Kovar commented Black & Veatch and Vogel Law Firm have looked into the contract specifications, and withholding payment due to liquidated damages is allowed. This is something that is not done very often, but this contract delay is a pretty extraordinary event.

Acting Chairman Anderson added that LAWA's legal counsel has also reviewed this issue and concurs with the recommended action.

Mr. Kovar added liquidated damages on future contracts will be increased to \$8,000 per day.

**Motion by Director Vein to approve retaining \$500,000 for liquidated damages on Contract 5B and also retain liquidated damages as allowed per contract terms moving forward in each pay application. Second by Second Vice Chairman Bischoff. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Kassian, Ongstad, Orn, Tweed and Vein. Those voting nay: none. Absent and not voting: Walter. Motion carried.**

#### Contract 6A – Red River Valley Transmission Pipeline

##### **Invitation to Bid**

Mr. Kovar stated Contract 6A begins and extends east of the James River. It is being set up as a base bid with two alternates with the idea being to dial in the length and size of the project based upon the \$45 million budget included in the biennium workplan. Depending on how the bids come in will determine whether or not to include the alternate bids.

Mr. Kovar reviewed the invitation to bid on the RRVWSP Red River Valley Transmission Pipeline, James River to McKinnon Township, located in Foster County, North Dakota, Task Order 5560, Contract 6A. Construction is for approximately 4.8 to 7.1 miles of 72-inch diameter steel pipeline, including one 96-inch diameter trenchless road crossing and one 72-inch main line butterfly valve. Strict segregation and stockpiling of topsoil and subsoil for pipe installation will be required. The work also includes an impressed current pipeline corrosion protection system, pipeline appurtenances, and all other work specified or shown on the drawings. A copy of the invitation is attached to these minutes as Annex VIII.

Mr. Kovar added there will be an addendum on Contract 6A due to an adjustment to the bidding schedule. Originally, October 23 was to be the bid opening date; that has now been changed to November 7 to coincide with the financing process. A notice of award is anticipated for December 18 with a notice to proceed expected January 6, 2025.

The potential trenchless crossing in Contract 6A is on the Kensal highway. Negotiations are taking place with Foster County regarding an open cut rather than tunneling under the highway for a cost savings to the project. The cost to tunnel is approximately \$2 million.

##### **Financing Timeline**

Ms. Mooridian reminded the committee a \$240 million work plan was approved this biennium for the RRVWSP, with a \$180 million cost share from the state and a \$60 million local cost share. A loan was issued through the Bank of North Dakota (BND) from the Water Infrastructure

Revolving Loan Fund (WIRLF) for the \$60 million in August 2023, which is broken into Series D1 and Series D2 Interim Finance Agreements.

Ms. Mooridian stated Fargo and Grand Forks have signed for their portion of the cost share, which is \$48.7 million (Series D1), and funds are being drawn down on that; however, there is currently no local share to pay for Contract 6A. The remaining \$11.3 million (Series D2) is the small system users' portion of the local cost share. BND policy requires funds to be drawn down on the loan within a year (August 2024) so a six-month extension, allowing until February 16, 2025, to draw down these funds was approved by the BND.

Ms. Mooridian added in order to proceed with Series D2, all system users must sign the Memorandum of Commitment (MOC) by November 12. Then everyone who has signed the MOC needs to approve the Series D2 Interim Finance Agreement by December 10. All this is required to happen in order for the Executive Committee to approve the bond resolution on December 18, and the loan can be closed on January 10 with the first request for funds submitted to BND by February 10.

### **Contingency Funds**

Mr. Kovar reviewed the biennium contingency budget, stating the 2021-2023 biennium encompasses mostly construction of Contract 5B. Approximately \$4.8 million is being held as a program contingency in that biennium. The 2023-2025 biennium, which includes Contracts 5C, 5D and 6A, makes up a contingency of around \$10.2 million. This totals approximately \$15 million in remaining contingency.

Mr. Kovar commented the concept being considered is to reduce the contingency amount being withheld and actually install additional pipeline. He suggested reducing \$15 million to \$9 million, and there would be potentially \$6 million that would allow for an additional mile of pipe to be installed on Contract 6A.

Mr. Kovar said this idea would need to be presented to the SWC to determine if the funds can be transferred between the two bienniums. He added the LAWA Board and the Red River Valley Committee have approved this concept if it is allowed by the SWC.

Ms. Mooridian stated when awarded a SWC cost share grant, you have to describe what the money will be spent on. When the RRVWSP 2021-2023 biennium budget was submitted, the projects were listed, including Contract 5B. That is what the funds were awarded for. Generally, the SWC does not allow funds to be carried over for something else. It would be a departure from how the SWC handles cost share grants; however, the RRVWSP is a unique project and does have legislative intent of \$953 million. She has an inquiry in to the SWC asking if the 2021-2023 funding can be transferred to a contract for 2023-2025.

**Motion to recommend reducing RRVWSP contingency funds from \$15,000,000 to \$9,000,000 contingent upon State Water Commission approval with the intent being to use up to \$6,000,000 for Contract 6A. Second by Director Vein. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Kassian, Ongstad, Orn, Tweed and Vein. Those voting nay: none. Absent and not voting: Walter. Motion carried.**

### Foster County Roads

Mr. Kovar reported before the RRVWSP started, Garrison Diversion went to the Foster County Commission and informed them of the project and asked if there was any permit process required to perform work in Foster County. They said no. Open cutting the roads was also discussed without any issue so Contracts 5B, 5C and 5D were bid according to that plan. An open cut was done on the Bordulac highway. After that was completed, the county commission reversed course. Work was being done under a gentlemen's agreement, but the county is now saying they are getting a permit process in place. In the meantime, the county commission is not sure they want to allow open cut roads. Contract 5D had already been bid so changing course will involve a \$2 million change order. Negotiations are ongoing with the Foster County Commission, and the last time they met, a motion was made to the effect Garrison Diversion would be allowed to open cut the Jackson highway, but Garrison Diversion must pay Foster County \$100,000 and will be responsible for road maintenance the next 30 years or until the next overlay is done.

Mr. Kovar said the county's reasoning for the \$100,000 is in case Garrison Diversion shuts down and there is no one to fix any ground settlement. He has a problem with the \$100,000. If Garrison Diversion were to close down, the project goes directly to the state of North Dakota. He could understand some administrative costs. If their field superintendent has to drive by and check up on things, there is an added cost. There is no added cost to the commission; this is the county's job. The county will not allow the contractors to travel down any county roads so only township roads are being used on these contracts.

Mr. Kovar said Garrison Diversion has asked for a special meeting with the Foster County Commission, which is scheduled for October 2 to further discuss the road issue. Tom Erdmann, Mayor of Carrington and LAWA Board member, as well as Foster County Director Steve Metzger will attend the meeting.

Director Kaiser said she can understand why the county does not want to open cut roads. Would it be more cost effective for Garrison Diversion to offer a bond of some type?

Mr. Kovar said that same concept was discussed at the LAWA Board meeting on September 25. It is unfortunate the county is behind the curve, and they are trying to play catch up. Garrison Diversion needs answers today, and they are trying to work through the process.

Director Kaiser said that is the problem with a gentlemen's agreement because people remember things differently or there is a change in commission or a change in staff.

Director D. Anderson asked if Foster County is going to develop a written agreement and then Garrison Diversion will try to follow that process with the other counties involved with the RRVWSP.

Mr. Kovar said yes, although an answer is needed on the Jackson highway and the Kensal highway fairly quick. In the meantime, the Foster County Commission has started a planning and zoning committee to take this all into consideration within the county. Unfortunately, that will take quite some time to develop.

Mr. Kovar added Wells and Griggs Counties each have a permitting process.

**Facilities & Pipeline Design Update** - - Kurt Ronnekamp, Black & Veatch, provided an update on the status of pipeline design. They are diligently working on Contracts 6 and 7 and anticipating these will go out to bid a year from now. Another focus is on Contract 4. In essence, all but Contracts 1 and 2 on ENDAWS will be in final stages with bid ready plans and specifications by next summer. After the summer of 2025, all that will remain on the pipeline design will be the very two most western 20 miles of the pipeline. Beyond that, 105 miles of pipeline will either be constructed, in construction or ready to be constructed.

Mr. Ronnekamp also gave an update on easements. Fifty-three of the 70 easements on ENDAWS have been acquired. There has been good success on voluntary easements in the acquired parcels. Negotiations on easements for Contract 4, mostly located in Wells County, reside with Vogel Law Firm. Sixty-five of 65 easements, largely in Contract 5, are in hand. All 17 parcels on Contract 6A, which is getting ready to advertise and bid, have acquired easements. Sixty-four of the 71 easements on Contracts 6B and 7 have been obtained. Overall, approximately 80 percent of the easements for the 125-mile length of pipeline are acquired.

Mr. Ronnekamp next provided a preliminary design update showing the location of various facilities near the McClusky Canal. Authorization was given to Black & Veatch and its team of consultants to start on contracts and change orders for this work, and they are about 15-20 percent into that effort. Plans are to have a preliminary design report ready by next June.

Mr. Ronnekamp reviewed the biennium funding which kicks off in 2024/2025 for preliminary design, final design in 2025/2027 with the target to start construction on the biota water treatment plant and the two pumping stations in or around construction season of 2028. Project start up is predicted for 2032.

**Biennium Draft Work Plan 2023-2025** - - Mr. Kovar referred to the updated 2023-2025 Biennium Work Plan totaling \$24 million dated September 5, 2024. The one outstanding item is Contract 6A. A copy of the 2023-2025 Draft Work Plan is attached to these minutes as Annex IX.

**Program Schedule** - - Ms. Mooridian reviewed the RRVWSP Program Schedule dated September 30, 2024, which shows the timeline of the ongoing RRVWSP construction projects. Updates are highlighted.

**User Outreach Meetings** - - Steve Burian, Burian & Associates, gave an update on user outreach, saying as meetings are held with the users, they try to get a sense of where things stand in terms of approvals, where we think the remaining users are and who has declined. He reviewed a map of the prospective users as of September 4. Currently, four systems have officially signed on for Series D2 financing. Grand Forks and Fargo had signed originally. The Cities of Hillsboro and Mayville recently signed a MOC. Valley City and Carrington have also approved the MOC and Series D2 work. Carrington reduced its nomination from to 2.5 cfs to 0.5 cfs.

Five systems have declined participation in the RRVWSP. They are: South Central Regional Water District, Central Plains Water District, McVile, Stutsman Rural Water District and Greater Ramsey Water District.

Potential additions to the project are: Breckenridge, Oakes, Washburn and Lakota.

Meetings are taking place with the City of Jamestown, and they have asked for more time to make their decision.

Mr. Burian said the projected general responses are at a capacity of 154.28 cfs compared to 159.23 cfs with the original development agreement.

<b>Project General Response</b>	<b>Capacity</b>
Approved Series D Financing	112.80 cfs
City Council Approved	2.50 cfs
Positive	25.05 cfs
Potential Additions:	2.75 cfs
Unknown/Has Concerns	13.93 cfs
Nomination Reduction	(2.00 cfs)
Declined	<u>(6.20 cfs)</u>
<b>Total</b>	<b>154.28 cfs</b>

Mr. Burian referred to the RRVWSP Prospective Users map included in the meeting materials, which has been updated with the shaded areas showing the different counties engaged in the regional outreach meetings. These are counties in the southeast area of the state. Contact was also made with Grand Forks County. The outreach team has not gotten to the rest of the counties or they are trying to determine how the northeast users would like their counties to be approached. It is anticipated some of these counties will nominate for water. It is uncertain whether this would be an incremental addition to the nomination or in lieu of some of the nominations in that area. The feedback from the counties they have met with has been positive.

Mr. Burian said the user outreach team has met with every prospective user except for one (City of Park River). The uncommitted users are wide-ranging in their current understanding and clarity of the nomination process. He shared a list of concerns of the uncommitted users and what is being done to ease some of these concerns.

Brent Bogar, who is a consultant working on behalf of the LAWA board, said LAWA leadership really wants to continue working with the smaller users. With the MOC deadline, it became concerning to the smaller users who felt if they did not have all of the answers, they would opt out of the RRVWSP. Because of this, the MOC deadline kept getting pushed further out.

Mr. Bogar stated the concept presented at the LAWA Board on September 25, although not fully vetted out, is that Fargo and Grand Forks would be in the position to tell the smaller users, if they sign the MOC and down the road it is determined the RRVWSP does not provide any benefits to their system, Fargo and Grand Forks would buy out that system. This is basically an off ramp for the smaller users. The details remain to be worked out, and Fargo and Grand Forks will need to run the idea through their city commissions.

Mr. Bogar said there was broad agreement for this concept because: A) Fargo and Grand Forks understand they are already committed to paying for the differential if small systems do not sign up and B) this may be the thing that helps the smaller user decide to move forward with the MOC. This is a pretty significant shift in strategy and there is work yet to do, but LAWA leadership wants to see how they can work with the smaller systems. An outline of this concept is being developed and will be shared with the user outreach team.

Second Vice Chairman Bischoff commented, because of the shaped debts and deferrals for the small users, this can basically be a free chance in for two years. It is a deferral tactic for the smaller users.

Mr. Burian commented there are questions to be answered, such as how small is small and what about the users who have already declined. Does the declination prohibit them from participating, etc.

Director D. Anderson asked if November 12 is the deadline date, is this new concept going to be ready at that time.

Mr. Burian said November 12 was going to be the deadline. Now it is believed November 12 will be a date at which time any user who has signed up will be a part of Series D2 and Grand Forks and Fargo will take the rest while users still could consider participating after November 12 without a penalty. There will be more of an incentive to sign up because there is now an off ramp that did not exist before.

Mr. Bogar said November 12 is really the date to be included in the Series D2 financing package. It is not a deadline in regard to participation in the RRVWSP. If a system were to join after November 12 and they are not part of D2, their true up part of the finance package is just going to be a bit larger going forward. The reality is the cost is the same, it is what are the payments going to be for the smaller users.

Shawn Gaddie, AE2S, said no matter who signs on when, ultimately, by the time we get to project startup, everyone's costs, for their particular system, will be the same amount as it was in the beginning.

Mr. Gaddie stated an update is in the process of being sent out to the users, including three things: 1) an update on federal funding, 2) an update on the MOC deadline in regard to Series D2 financing and 3) an update on the actual expectations of user obligations.

Mr. Gaddie shared a slide showing a system sample of the updated project cost outlay with projected annual cost participation upon execution of the MOC and the PPA on the RRVWSP core system.

**Legislative Update** - - Terry Effertz, Olson Effertz Lobbying, addressed the committee via video conference, reporting a core group has been set up that will meet biweekly on Friday afternoons. As the legislative session gets closer, the meetings will take place weekly. A smaller standing group is set up, but as issues are identified where subject matter experts are needed to be brought in, they will do that.

One meeting has been held so far, and they have discussed the legislative priorities as they are seen currently. Once the bills start dropping, they will evolve that list of priorities.



No funding issues are being raised at this point based on the previously established schedule and the intent language the legislature included last year.

## **Financial Update**

### Federal Funding

Ms. Mooridian reported Senator Hoeven's bill for increased authorization on the MR&I cost ceiling is S.4496, Dakota Water Resources Act (DWRA) Amendments. This includes \$454 million for the ENDAWS project features. The financial team has been evaluating potential benefits for the users and the state.

Ms. Mooridian referred to the September 4, 2024, joint letter submitted to the U.S. Senate Committee on Energy & Natural Resources on behalf of Garrison Diversion, LAWA, the DWR and the North Dakota Rural Water Systems Association in support of the DWRA reauthorization legislation. A breakdown of the project and funding requests are included with the letter. A copy of the letter is attached to these minutes as Annex X.

Ms. Mooridian explained how the \$454 million was determined showing a breakdown of the ENDAWS project features. The total funding is actually \$595 million, but the DWRA says it can only be a 75 percent cost share. She also provided a forecast of total project expenditures.

Total projected state RRWSP features are \$673.63 million, and total project ENDAWS features are at \$595.37 million, which is a grand total of \$1.27 billion.

Mr. Gaddie said as the \$454 million was established and when it will potentially be committed to fund portions of the ENDAWS project, the financial team wanted to develop a better forecast of understanding for the users on how the federal dollars could potentially benefit both the local and the state side of the equation.

The year 2034 is currently projected when project commission started and all annual costs are being incurred.

If there were no federal dollars applied to any of the local cost share, the total annual local cost of the financing, operation, maintenance, administration and reserving of the project is projected to be \$13.5 million annually. If the federal ENDAWS dollars are treated similarly to current MR&I dollars, that number would stay the same. Essentially, 75/25 is what is currently used for cost share with the state. MR&I dollars supplant state cost share in that type of scenario. So, the costs annually would be \$13.5 million.

Mr. Gaddie said over the last few years, LAWA and Garrison Diversion leadership discussions with state legislative leadership has always centered on if we get the \$454 million, we would look to pursue a strategy of sharing in that benefit with the state on a 50/50 basis. Essentially half of the \$454 million or \$227 million buying down the state side of the project and the other half buying down the local side of the project. If we are successful in doing that, it would drop the total local cost share on an annual basis to what is currently estimated at \$7.2 million annually, which is approximately a 45 percent reduction in local costs.

PROJECT	2034 LOCAL COST (2024\$)	DELTA FROM NO FED (2024\$)	DELTA FROM NO FED (%)
ENDAWS No Fed / Current MR&I	\$13,487,413		
ENDAWS Fed (Off the Top – 75/25)	\$10,361,064	- \$3,126,350	- 23.18%
ENDAWS Fed (50/50)	\$7,234,714	- \$6,252,699	- 46.36%

Mr. Gaddie said S.4496 has been introduced. The soonest it could make its way through federal approval is December. Looking at this from an MR&I basis or a 50/50 share, which has been discussed with state leadership, you can see the potential difference from where we are currently at with just the state and local partnership and the costs. From a legislative strategy standpoint moving forward with the federal approval and this becomes more real, it will need to become a more real conversation with the legislature to determine how the dollars are going to be applied to the program state side and local side.

Current MR&I Funding Update

Ms. Mooridian stated in Fiscal Year 2023, \$3 million was appropriated for ENDAWS, as well as \$3 million in Fiscal Year 2024 for a total of \$6 million. Since these funds fall under the current MR&I program, 75 percent is considered state cost share and requires a 25 percent local match. In order to use the \$6 million funds and continue moving ENDAWS forward with design, an additional \$2 million would be required in local cost share. With the MR&I dollars and local match, there could be an additional \$8 million for ENDAWS.

Ms. Mooridian reported the LAWA board, Red River Valley Committee and the LAWA Financial Advisory Committee approved pursuing a Series E loan from the BND through the Water Infrastructure Revolving Loan Fund in the amount of \$2 million to match the MR&I dollars. This would have the same funding terms as Series D. She suggested the Executive Committee approve moving forward with a small Series E Interim Finance Agreement for the \$2 million, to match the \$6 million in MR&I funding, adding that this will also require SWC approval.

Pat Fridgen, DWR, said the application for loan funds would need to be submitted by October 29 to the SWC. November 14 is the pre-commission meeting with the actual commission meeting on December 14.

**Motion by Second Vice Chairman Bischoff to approve pursuing a small Series E financial agreement in the amount of \$2,000,000 through the Water Infrastructure Revolving Loan Fund. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Kassian, Ongstad, Orn, Tweed and Vein. Those voting nay: none. Absent and not voting: Walter. Motion carried.**

### Series D2 Interim Finance Agreement

Ms. Mooridian referred to the approval received from the BND and the SWC regarding Garrison Diversion's request for a six-month extension to the loan closing on the Series D Interim Finance Agreement. The loan was extended to February 16, 2025, adding the financing schedule was explained earlier in the meeting today.

Ms. Mooridian stated with the new revelations on the Series D financing and Fargo and Grand Forks wanting to not just pick up the small users' cost share but provide an off ramp for the small users, the bond attorneys will have a lot of work ahead of them.

### **FEDERAL COST OF WATER UPDATE**

Ms. Mooridian commented since receiving the Record of Decision for ENDAWS, Garrison Diversion has been negotiating with Reclamation to lower the cost of water from the McClusky Canal. These negotiations have reached an impasse, and Reclamation has indicated they are unable to further lower the cost of water without a change in legislation.

Ms. Mooridian provided a summary explaining where negotiations ended up. Reclamation originally said the cost of water would be \$73,855 per cfs. Garrison Diversion came back with a proposal of \$9,608 per cfs with Reclamation returning a revised offer of \$47,501 per cfs.

Ms. Mooridian stated the LAWA Board passed a motion to move forward with purchasing the water at the price of \$47,501 per cfs. This is something Garrison Diversion and LAWA leadership need to further discuss to determine if Garrison Diversion desires to pursue Reclamation's offer.

Mr. Hettinger said he does not see Reclamation moving from its latest offer. It can be brought up again when the next meeting is held with Reclamation's regional staff.

### **DEPARTMENT OF WATER RESOURCES REPORT**

Mr. Fridgen reported the DWR has wrapped up its budgeting process, and it has been submitted to the Office of Management and Budget. This is subject to changes in revenue. The amount of funding available for projects and purposes will be directly reflected in how the Resources Trust Fund dollars go and, of course, there will be a new governor.

### **SNAKE CREEK DAM MODIFICATION STUDY**

Mr. Kovar referred to the latest comments submitted to the Army Corps of Engineers (Corps) regarding the Snake Creek Dam Modification Study, adding Garrison Diversion has supplied many comments over the years to different versions of the report. A copy of the letter is attached to these minutes as Annex XI.

Mr. Kovar reminded the committee of the seepage issue underneath the Snake Creek embankment. The Corps had proposed an operational change rather than a structural fix, and Garrison Diversion has been fighting this for the last several years.

Andrea Travnicek, Director, DWR, began working with the North Dakota congressional delegation, in particular Senator Cramer, and they were able to get the Corps of Engineers to take a look at a structural fix. The Corps then hired an engineering firm to look at two preliminary structural designs proposed for the Snake Creek Embankment.

Mr. Kovar stated conceptual designs were done on the proposed structural fixes, which include blankets or a cut-off curtain. The comment letter reminds the Corps they still have not finished the Snake Creek Dam Modification Study nor have they answered Garrison Diversion's questions from the first half of the study. Garrison Diversion is questioning how the Corps can proceed with the second half of the study when there are still disagreements with the first half. Issues were also addressed in the letter concerning design.

The Corps is indicating this piece of the structural fix would wrap up into a cost estimate so North Dakota can understand what the cost may be.

### **GENERAL MANAGER'S REPORT**

**Directors' Retirement Banquet** - - Mr. DeKrey reminded the committee members of the retirement banquet for Directors Cayko and Koeser on October 10.

**Keep It Local** - - Mr. DeKrey provided a report from the virtual meeting he attended with Keep It Local, which is the coalition that has launched a campaign to preserve North Dakota property taxes and abolish Measure 4.

**2025 Proposed Meeting Dates** - - Mr. DeKrey reviewed the list of suggested meeting dates for Garrison Diversion Board and Executive Committee meetings in 2025, which are included with the meeting materials. If the board concurs, he suggested a motion be made to set the meeting dates.

**Motion by Director Dave Anderson to approve the 2025 Garrison Diversion Board of Directors and Executive Committee meeting dates as follows:**

#### **Board Meetings**

January 9 & 10  
April 24 & 25  
July 17 & 18  
October 16 & 17

#### **Executive Committee Meetings**

March 13  
June 19  
September 25  
December 18

**Second by Director Kassian. Upon voice vote, motion carried.**

### **UPCOMING EVENTS**

Acting Chairman J. Anderson reviewed a list of upcoming water-related meetings and events.

### **OTHER**

There being no other business to come before the committee, Chairman Walter adjourned the meeting at 3:00 p.m.

(SEAL)

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Jay Anderson, Acting Chairman

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Duane DeKrey, Secretary

# REGISTRATION

EXECUTIVE COMMITTEE  
Garrison Diversion Conservancy District  
September 26, 2024

NAME	ORGANIZATION
Muri M. M. M. M.	GDCD
Kp Kovan	GDCD
Mike Beng	Apex
Ryan Anderson	GDCD
Steve L. Burian	Burian + Associates
Brent Bogar	AES
STAN GADDLE	AES
Judy Schaper	GDCD
Kimberly Cook	GDCD
<u>On-Line</u>	
Kenny Rogers	Garrison Diversion
Jason Sieqert	Garrison Diversion
Ken Vein	Garrison Diversion
Jeff LeDoux	Garrison Diversion
Jarret Bauer	Garrison Diversion
Sabrina Scherr	Garrison Diversion
Duane DeKrey	Garrison Diversion
Ashley Reseinauer	Garrison Diversion
Joe Zauner	American Pipe
Kurt Ronnekamp	Black & Veatch
Scott Hettinger	Bureau of Reclamation
Dani Quissell	ND Water Users Assoc.
Pat Fridgen	Dept. of Water Resources

<b>Garrison Diversion Conservancy District</b>						
<b>Combined Statement of Revenues and Expenses</b>						
<b>For the Eight Months Ending August 31, 2024</b>						
	General Fund	Municipal Rural, and Industrial Fund	Operations Maintenance Fund	Red River Valley Water Supply Project	Irrigation Fund	Total
Beginning Bank Balance	\$6,235,008	\$5,492	\$621,834	\$1,458,391	\$165,656	8,486,381
<b>Revenues:</b>						
Irrigation Admin	1,334					1,334
Miscellaneous Income	2,025				384	2,409
Interest Income	524,070	256	920		2,442	527,688
Tax Levy	4,470,746					4,470,746
State Aid Distribution	185,888					185,888
Contract Revenue	42,137	6,964,561	2,855,534	44,384,958	225,980	54,473,170
Non-Project Income			222,493			222,493
<b>Total Revenues</b>	<b>\$5,226,200</b>	<b>\$6,964,817</b>	<b>\$3,078,947</b>	<b>\$44,384,958</b>	<b>\$228,806</b>	<b>\$59,883,728</b>
<b>Expenditures:</b>						
Director Expense	120,171					120,171
Employee Expense	821,668	57,534	1,610,271			2,489,473
Administrative Expense	173,587		55,328			228,915
Public Education	82,140					82,140
Professional Services	179,350		111,521	479,515		770,386
Irrigation Development	60,000					60,000
Water Supply Projects	106,263					106,263
GDCD Recreation Project	631,321					631,321
DWRA Recreation Project	2,078					2,078
Maintenance & Repairs	51,098		376,219		141,026	568,343
Capital Purchases	426,267		767,139			1,193,406
Construction in Progress				42,355,944		42,355,944
MR&I Project Expenses		6,893,130				6,893,130
Principal Debt Payments				216,994	57,363	274,357
Interest Payments				114,497	17,834	132,331
<b>Total Expenditures *</b>	<b>\$ 2,653,943</b>	<b>\$ 6,950,664</b>	<b>\$ 2,920,478</b>	<b>\$ 43,166,950</b>	<b>\$ 216,223</b>	<b>\$ 55,908,258</b>
<b>Transfer In/Out</b>	<b>(1,569,980)</b>	<b>(13,898)</b>	<b>(434,590)</b>	<b>2,000,000</b>	<b>-</b>	<b>\$ (18,468)</b>
<b>Revenues Over Expenditures</b>	<b>\$ 1,002,277</b>	<b>\$ 255</b>	<b>\$ (276,121)</b>	<b>\$ 3,218,008</b>	<b>\$ 12,583</b>	<b>\$ 3,957,002</b>
<b>Net Change in Assets</b>	<b>2,918,214</b>		<b>249,550</b>		<b>(1,508)</b>	<b>\$ 3,166,256</b>
<b>Ending Bank Balance</b>	<b>\$ 10,155,499</b>	<b>\$ 5,747</b>	<b>\$ 595,263</b>	<b>\$ 4,676,399</b>	<b>\$ 176,731</b>	<b>\$ 15,609,639</b>

<b>GARRISON DIVERSION CONSERVANCY DISTRICT</b>				
<b>INCOME BUDGET ANALYSIS STATEMENT</b>				
<b>For the Eight Months Ending August 31, 2024</b>				
General, O&M MR&I, RRVWSP, and Irrigation Funds	Budget for 2024	Income Received to Aug 31, 2024	Percentage of Amount Budgeted	Balance of 2024 Budget
Irrigation Admin	\$ 975	\$ 1,334	136.8%	\$ (359)
Lease Income	\$ -	\$ -		\$ -
Miscellaneous Income	\$ -	\$ 2,409	0.0%	\$ (2,409)
Revenue Sale of Fixed Assets	\$ -	\$ -		\$ -
Interest Income	\$ 368,760	\$ 527,688	143.1%	\$ (158,928)
Tax Levy	\$ 3,993,080	\$ 4,470,746	112.0%	\$ (477,666)
State Aid	\$ 196,920	\$ 185,888	94.4%	\$ 11,032
General Fund Contract Revenue	\$ 72,000	\$ 42,137	58.5%	\$ 29,863
O&M Contract Revenue	\$ 4,485,118	\$ 2,855,534	63.7%	\$ 1,629,584
MR&I Contract Revenue	\$ 30,104,940	\$ 6,964,561	23.1%	\$ 23,140,379
RRVWSP Contract Revenue	\$120,663,000	\$ 44,384,958	36.8%	\$ 76,278,042
Irrigation Fund Revenue	\$ 633,400	\$ 225,980	35.7%	\$ 407,420
Project Revenue	\$ -	\$ -	0.0%	\$ -
Non-Project Revenue	\$ 193,000	\$ 222,493	115.3%	\$ (29,493)
<b>Total Revenues</b>	<b>\$160,711,193</b>	<b>\$59,883,728</b>	<b>37.3%</b>	<b>\$100,827,465</b>

<b>GARRISON DIVERSION CONSERVANCY DISTRICT</b>						
<b>Expense Budget Analysis Statement</b>						
<b>For the Eight Months Ending August 31, 2024</b>						
General, O&M MR&I, RRVWSP, and Irrigation Funds	Budget for 2023	Expenditures Charged to 2023 Budget	Budget for 2024	Expenditures to Aug 31, 2024	Percentage Spent Amount Budgeted	Balance of Budget
<b>Expenses</b>						
Director Expenses	\$ 272,000	\$ 271,960	\$ 255,000	\$ 120,171	47.1%	\$ 134,829
Employee Expenses	\$ 3,795,799	\$ 3,561,540	\$ 3,457,400	\$ 2,489,473	72.0%	\$ 967,927
Administrative Expenses	\$ 503,500	\$ 359,574	\$ 331,800	\$ 228,915	69.0%	\$ 102,885
Public Education	\$ 157,000	\$ 81,523	\$ 193,000	\$ 82,140	42.6%	\$ 110,860
Professional Services	\$ 1,600,900	\$ 1,209,293	\$ 2,310,500	\$ 770,386	33.3%	\$ 1,540,114
Irrigation Development	\$ 269,875	\$ 230,780	\$ 123,000	\$ 60,000	48.8%	\$ 63,000
Water Supply Program	\$ 300,000	\$ 224,683	\$ 300,000	\$ 106,263	35.4%	\$ 193,737
GDCD Recreation Grant Program	\$ 850,000	\$ 805,891	\$ 850,000	\$ 631,321	74.3%	\$ 218,679
DWRA Recreation Program	\$ 10,000	\$ 4,040	\$ 10,000	\$ 2,078	20.8%	\$ 7,922
Irrigation District Expense	\$ 2,000	\$ -	\$ 2,000	\$ -	0.0%	\$ 2,000
Maintenance & Repairs	\$ 1,695,706	\$ 1,262,307	\$ 1,273,100	\$ 568,343	44.6%	\$ 704,757
Capital Purchases	\$ 1,199,582	\$ 1,176,712	\$ 1,655,797	\$ 1,193,406	72.1%	\$ 462,391
Construction in Progress	\$ 31,376,100	\$ 31,146,405	\$ 118,750,000	\$ 42,355,944	35.7%	\$ 76,394,056
MR&I Fund	\$ 20,000,000	\$ 18,914,984	\$ 30,000,000	\$ 6,893,130	23.0%	\$ 23,106,870
Principal on Debt Repayment	\$ 849,127	\$ 712,511	\$ 600,000	\$ 274,357	45.7%	\$ 325,643
Interest on Debt Repayment	\$ 195,856	\$ 167,240	\$ 281,000	\$ 132,331	47.1%	\$ 148,669
<b>Total Expenses</b>	<b>\$ 63,077,445</b>	<b>\$ 60,129,443</b>	<b>\$ 160,392,597</b>	<b>\$ 55,908,258</b>	<b>34.9%</b>	<b>\$ 104,484,339</b>
<b>Transfers In/Out</b>						
MR&I	\$ 23,000	\$ 12,767	\$ 23,000	\$ 13,898	60.4%	\$ 9,102
O&M	\$ 920,000	\$ 486,790	\$ 698,418	\$ 434,590	62.2%	\$ 263,828
Irrigation	\$ -	\$ 316,304	\$ -	\$ -	0%	\$ -
RRVWSP	\$ -	\$ (1,628,156)	\$ -	\$ (2,000,000)	0.0%	\$ 2,000,000
<b>Total Transfers Out</b>	<b>\$ 943,000</b>	<b>\$ (812,295)</b>	<b>\$ 721,418</b>	<b>\$ (1,551,512)</b>	<b>(215.1%)</b>	<b>\$ 2,272,930</b>
<b>Total Expenses &amp; Transfers Out</b>	<b>\$ 64,020,445</b>	<b>\$ 59,317,148</b>	<b>\$ 161,114,015</b>	<b>\$ 54,356,746</b>	<b>33.7%</b>	<b>\$ 106,757,269</b>



**GARRISON DIVERSION CONSERVANCY DISTRICT  
EXPENSE BUDGET ANALYSIS STATEMENT  
For the Eight Months Ending August 31, 2024**

	Budget 1/1/23 to 12/31/23	Expenditures Chargeable to 2023 Budget	Budget 1/1/24 to 12/31/24	2024 Actual as of 8/31/2024	Balance of Budget as of 8/31/2024	Percentage of Budget Spent
<b>GENERAL FUND</b>						
<b>Directors Expense</b>						
Directors Per Diem	\$ 133,000	\$ 132,989	\$ 135,000	\$ 62,531	\$ 72,469	46.3%
Directors Expense	\$ 139,000	\$ 138,971	\$ 120,000	\$ 57,640	\$ 62,360	48.0%
<b>Total Directors Expense</b>	<b>\$ 272,000</b>	<b>\$ 271,960</b>	<b>\$ 255,000</b>	<b>\$ 120,171</b>	<b>\$ 134,829</b>	<b>47.1%</b>
<b>Employee Expense</b>						
Employee Salaries	\$ 897,000	\$ 788,482	\$ 972,000	\$ 555,123	\$ 416,877	57.1%
General Manager Exp	\$ 21,000	\$ 12,806	\$ 21,000	\$ 12,551	\$ 8,449	59.8%
<b>Travel</b>	<b>\$ 57,444</b>	<b>\$ 29,744</b>	<b>\$ 61,000</b>	<b>\$ 8,610</b>	<b>\$ 52,390</b>	<b>14.1%</b>
Admn Officer - Merri Mooridian	\$ 25,000	\$ 19,255	\$ 25,000	\$ 1,091	\$ 23,909	4.4%
Dist. Engr - Kip Kovar	\$ 10,000	\$ 3,702	\$ 10,000	\$ 2,621	\$ 7,379	26.2%
Engineer - Ryan Anderson	\$ 5,000	\$ 2,127	\$ 5,000	\$ 912	\$ 4,088	18.2%
Dir. Comm. - Kim Cook	\$ 6,000	\$ 1,512	\$ 6,000	\$ 696	\$ 5,304	11.6%
Emp Exp Other	\$ 11,444	\$ 3,148	\$ 15,000	\$ 3,290	\$ 11,710	21.9%
<b>Professional Development</b>	<b>\$ 17,000</b>	<b>\$ 1,411</b>	<b>\$ 17,000</b>	<b>\$ 404</b>	<b>\$ 16,596</b>	<b>2.4%</b>
Employee Training	\$ 15,000	\$ 1,411	\$ 15,000	\$ 404	\$ 14,596	2.7%
Wellness Program	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.0%
<b>Benefits</b>	<b>\$ 430,556</b>	<b>\$ 365,600</b>	<b>\$ 469,000</b>	<b>\$ 244,980</b>	<b>\$ 224,020</b>	<b>52.2%</b>
GDCD FICA	\$ 79,000	\$ 68,428	\$ 82,000	\$ 36,617	\$ 45,383	44.7%
Retirement	\$ 129,000	\$ 112,983	\$ 149,000	\$ 87,584	\$ 61,416	58.8%
Hospital & Life Insurance	\$ 175,000	\$ 143,729	\$ 191,000	\$ 107,515	\$ 83,485	56.3%
Unemployment Comp	\$ 3,621	\$ 3,572	\$ 5,000	\$ (238)	\$ 5,238	-4.8%
Dental / Vision Ins.	\$ 14,000	\$ 10,659	\$ 13,000	\$ 8,101	\$ 4,899	62.3%
Work Force Safety	\$ 1,000	\$ 380	\$ 1,000	\$ 528	\$ 472	52.8%
Long-Term Disability Ins	\$ 10,000	\$ 6,914	\$ 10,000	\$ 4,873	\$ 5,127	48.7%
Vacation/Sick Leave Liability	\$ 18,935	\$ 18,935	\$ 18,000	\$ -	\$ 18,000	0.0%
<b>Total Employee Expense</b>	<b>\$ 1,423,000</b>	<b>\$ 1,198,043</b>	<b>\$ 1,540,000</b>	<b>\$ 821,668</b>	<b>\$ 718,332</b>	<b>53.4%</b>
<b>Administration</b>						
Postage	\$ 6,000	\$ 3,977	\$ 3,500	\$ 4,126	\$ (626)	117.9%
Communications	\$ 14,000	\$ 13,023	\$ 16,000	\$ 8,830	\$ 7,170	55.2%
Utilities	\$ 36,000	\$ 35,560	\$ 35,000	\$ 23,583	\$ 11,417	67.4%
Meetings & Events	\$ 30,000	\$ 26,714	\$ 9,500	\$ 4,329	\$ 5,171	45.6%
Subscriptions/Publications	\$ 6,000	\$ 4,694	\$ 6,500	\$ 7,134	\$ (634)	109.8%
Miscellaneous	\$ 4,000	\$ 2,037	\$ 3,500	\$ 892	\$ 2,608	25.5%
Data Processing	\$ 46,000	\$ 45,701	\$ 54,500	\$ 43,632	\$ 10,868	80.1%
Employee Recruiting	\$ 5,000	\$ 3,635	\$ 5,000	\$ 1,721	\$ 3,279	34.4%
Supplies	\$ 14,000	\$ 11,155	\$ 11,500	\$ 8,441	\$ 3,059	73.4%
Small Office Equipment	\$ 23,000	\$ 22,640	\$ 25,000	\$ 10,738	\$ 14,262	43.0%
Dues	\$ 14,000	\$ 12,937	\$ 14,000	\$ 10,313	\$ 3,687	73.7%
Insurance	\$ 18,000	\$ 17,232	\$ 17,000	\$ 9,848	\$ 7,152	57.9%
Annual Independent Audit	\$ 31,500	\$ 30,650	\$ 40,000	\$ 40,000	\$ -	100.0%
<b>Total Administration</b>	<b>\$ 247,500</b>	<b>\$ 229,955</b>	<b>\$ 241,000</b>	<b>\$ 173,587</b>	<b>\$ 67,413</b>	<b>72.0%</b>
<b>Public Education</b>						
GDCD Tours	\$ 9,019	\$ 3,000	\$ 10,000	\$ 3,150	\$ 6,850	31.5%
ND Water Users Ass'n Dues	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	100.0%
ND Water Coalition Dues	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ -	100.0%
ND Water Magazine	\$ 20,000	\$ 20,000	\$ 18,000	\$ 10,000	\$ 8,000	55.6%
Missouri River Joint Board	\$ 15,981	\$ 15,981	\$ 51,000	\$ 27,889	\$ 23,111	54.7%
Upper Sheyenne	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000	0.0%
Conference Booth Fees, Sponsorships	\$ 18,000	\$ 8,542	\$ 20,000	\$ 5,590	\$ 14,410	28.0%
Miscellaneous	\$ 10,000	\$ -	\$ 10,000	\$ 1,511	\$ 8,489	15.1%
<b>Total Public Education</b>	<b>\$ 157,000</b>	<b>\$ 81,523</b>	<b>\$ 193,000</b>	<b>\$ 82,140</b>	<b>\$ 110,860</b>	<b>42.6%</b>

**GARRISON DIVERSION CONSERVANCY DISTRICT  
EXPENSE BUDGET ANALYSIS STATEMENT  
For the Eight Months Ending August 31, 2024**

	Budget 1/1/23 to 12/31/23	Expenditures Chargeable to 2023 Budget	Budget 1/1/24 to 12/31/24	2024 Actual as of 8/31/2024	Balance of Budget as of 8/31/2024	Percentage of Budget Spent
<b>Professional Services</b>						
Communications	\$ 140,000	\$ 127,866	\$ 140,000	\$ 51,244	\$ 88,756	36.6%
Engineering	\$ 47,000	\$ 20,330	\$ 125,000	\$ 12,660	\$ 112,340	10.1%
<b>RRVWSP Development</b>	\$ 456,000	\$ 114,456	\$ 313,000	\$ 20,946	\$ 292,054	6.7%
Technical Support for LAWA	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ 15,000	0.0%
Engineering	\$ 240,000	\$ 2,607	\$ 100,000	\$ 2,838	\$ 97,162	2.8%
Legal	\$ 125,000	\$ 61,896	\$ 122,000	\$ 21,371	\$ 100,629	17.5%
Financial	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	0.0%
Consultants	\$ 50,000	\$ 45,824	\$ 50,000	\$ (3,263)	\$ 53,263	-6.5%
Meeting, Misc. Exp	\$ 16,000	\$ 4,129	\$ 16,000	\$ -	\$ 16,000	0.0%
Prof Services Other	\$ 20,000	\$ 16,719	\$ 45,000	\$ -	\$ 45,000	0.0%
Legal Services	\$ 188,000	\$ 186,068	\$ 158,000	\$ 94,500	\$ 63,500	59.8%
<b>Total Professional Services</b>	<b>\$ 851,000</b>	<b>\$ 465,439</b>	<b>\$ 781,000</b>	<b>\$ 179,350</b>	<b>\$ 601,650</b>	<b>23.0%</b>
<b>Irrigation Development</b>						
ND Irrigation Association	\$ 50,000	\$ 50,000	\$ 80,000	\$ 55,000	\$ 25,000	68.8%
NDSU Oakes Irrigation Site	\$ 196,875	\$ 161,070	\$ -	\$ -	\$ -	0.0%
Robert Titus Lease	\$ 17,000	\$ 16,083	\$ 17,000	\$ -	\$ 17,000	0.0%
Irrigation Development	\$ 6,000	\$ 3,627	\$ 26,000	\$ 5,000	\$ 21,000	19.2%
<b>Total Irrigation Development</b>	<b>\$ 269,875</b>	<b>\$ 230,780</b>	<b>\$ 123,000</b>	<b>\$ 60,000</b>	<b>\$ 63,000</b>	<b>48.8%</b>
<b>Recreation</b>						
GDCD Recreation Grant Program	\$ 850,000	\$ 805,891	\$ 850,000	\$ 631,321	\$ 218,679	74.3%
DWRA Recreation Program	\$ 10,000	\$ 4,040	\$ 10,000	\$ 2,078	\$ 7,922	20.8%
<b>Total Recreation</b>	<b>\$ 860,000</b>	<b>\$ 809,931</b>	<b>\$ 860,000</b>	<b>\$ 633,399</b>	<b>\$ 226,601</b>	<b>73.7%</b>
<b>Water Supply Grant Program</b>	<b>\$ 300,000</b>	<b>\$ 224,683</b>	<b>\$ 300,000</b>	<b>\$ 106,263</b>	<b>\$ 193,737</b>	<b>35.4%</b>
<b>Irrigation Districts Expense</b>						
Irrigation Districts	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.0%
<b>Total Irrigation Districts Expense</b>	<b>\$ 2,000</b>	<b>\$ -</b>	<b>\$ 2,000</b>	<b>\$ -</b>	<b>\$ 2,000</b>	<b>0.0%</b>
<b>Maintenance &amp; Repair</b>						
Equipment Maintenance	\$ 21,500	\$ 21,078	\$ 27,000	\$ 13,291	\$ 13,709	49.2%
Small Yard Equipment Purchases	\$ 8,350	\$ 8,350	\$ 5,000	\$ -	\$ 5,000	0.0%
Land & Bldg Maintenance	\$ 10,256	\$ 9,993	\$ 35,000	\$ 30,192	\$ 4,808	86.3%
Auto Expense	\$ 13,500	\$ 13,304	\$ 15,000	\$ 7,615	\$ 7,385	50.8%
<b>Total Maintenance &amp; Repair</b>	<b>\$ 53,606</b>	<b>\$ 52,725</b>	<b>\$ 82,000</b>	<b>\$ 51,098</b>	<b>\$ 30,902</b>	<b>62.3%</b>
<b>Capital Purchases</b>						
Office Equip & Furniture	\$ 18,900	\$ 5,450	\$ 50,000	\$ -	\$ 50,000	0.0%
Yard Equipment	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	0.0%
Vehicle	\$ 40,000	\$ -	\$ 80,000	\$ 27,182	\$ 52,818	34.0%
Land and Buildings	\$ 719,494	\$ 719,494	\$ 504,797	\$ 399,085	\$ 105,712	79.1%
<b>Total Capital Purchases</b>	<b>\$ 778,394</b>	<b>\$ 724,944</b>	<b>\$ 654,797</b>	<b>\$ 426,267</b>	<b>\$ 228,530</b>	<b>65.1%</b>
<b>Total General Fund</b>	<b>\$ 5,214,375</b>	<b>\$ 4,289,983</b>	<b>\$ 5,031,797</b>	<b>\$ 2,653,943</b>	<b>\$ 2,377,854</b>	<b>52.7%</b>

**GARRISON DIVERSION CONSERVANCY DISTRICT  
EXPENSE BUDGET ANALYSIS STATEMENT  
For the Eight Months Ending August 31, 2024**

	Budget 1/1/23 to 12/31/23	Expenditures Chargeable to 2023 Budget	Budget 1/1/24 to 12/31/24	2024 Actual as of 8/31/2024	Balance of Budget as of 8/31/2024	Percentage of Budget Spent
<b>IRRIGATION FUND</b>						
<b>McClusky Canal Irrigation:</b>	\$ 446,100	\$ 225,766	\$ 418,100	\$ 141,026	\$ 277,074	33.7%
Construction	\$ 19,000	\$ 18,769	\$ -	\$ -	\$ -	0.0%
Operations	\$ 427,100	\$ 206,997	\$ 418,100	\$ 141,026	\$ 277,074	33.7%
<b>Debt Payments</b>	\$ 382,000	\$ 216,768	\$ 218,000	\$ 75,197	\$ 142,803	34.5%
Principal	\$ 315,000	\$ 178,384	\$ 187,000	\$ 57,363	\$ 129,637	30.7%
Interest	\$ 67,000	\$ 38,384	\$ 31,000	\$ 17,834	\$ 13,166	57.5%
<b>Total Irrigation Fund</b>	<b>\$ 828,100</b>	<b>\$ 442,534</b>	<b>\$ 636,100</b>	<b>\$ 216,223</b>	<b>\$ 419,877</b>	<b>34.0%</b>
<b>GDU O &amp; M</b>						
<b>Salaries and Benefits</b>	\$ 2,200,099	\$ 2,199,804	\$ 1,768,600	\$ 1,583,003	\$ 185,597	89.5%
Salaries	\$ 1,461,799	\$ 1,461,526	\$ 1,188,200	\$ 1,041,543	\$ 146,657	87.7%
Benefits	\$ 738,300	\$ 738,278	\$ 580,400	\$ 541,460	\$ 38,940	93.3%
Travel	\$ 29,000	\$ 28,228	\$ 11,100	\$ 10,790	\$ 310	97.2%
Training	\$ 4,000	\$ 3,239	\$ 2,700	\$ -	\$ 2,700	0.0%
Utilities	\$ 84,000	\$ 76,751	\$ 73,900	\$ 51,043	\$ 22,857	69.1%
Contractual Services	\$ 326,000	\$ 325,869	\$ 279,500	\$ 111,521	\$ 167,979	39.9%
Supplies	\$ 458,500	\$ 458,463	\$ 214,000	\$ 246,121	\$ (32,121)	115.0%
Capital Purchases	\$ 402,188	\$ 402,188	\$ 1,001,000	\$ 767,139	\$ 233,861	76.6%
Small Equipment Purchases	\$ 11,000	\$ -	\$ 15,000	\$ -	\$ 15,000	0.0%
Equipment Rental	\$ 50,000	\$ -	\$ 7,000	\$ -	\$ 7,000	0.0%
Equipment Maintenance	\$ 370,500	\$ 237,080	\$ 300,000	\$ 123,027	\$ 176,973	41.0%
Safety	\$ 57,700	\$ 57,671	\$ 53,000	\$ 16,478	\$ 36,522	31.1%
Miscellaneous	\$ 19,000	\$ 18,160	\$ 16,900	\$ 4,286	\$ 12,614	25.4%
Materials	\$ 325,000	\$ 307,042	\$ 237,000	\$ 7,070	\$ 229,930	3.0%
<b>Total GDU O &amp; M</b>	<b>\$ 4,336,987</b>	<b>\$ 4,114,495</b>	<b>\$ 3,979,700</b>	<b>\$ 2,920,478</b>	<b>\$ 1,059,222</b>	<b>73.4%</b>
<b>MR&amp;I Fund</b>						
Salaries & Benefits	\$ 82,000	\$ 74,556	\$ 82,000	\$ 57,534	\$ 24,466	70.2%
State Administration	\$ 153,000	\$ 34,706	\$ -	\$ -	\$ -	0.0%
MR&I Project Expenditures	\$ 20,000,000	\$ 18,914,984	\$ 30,000,000	\$ 6,893,130	\$ 23,106,870	23.0%
<b>Total MR&amp;I Fund</b>	<b>\$ 20,235,000</b>	<b>\$ 19,024,246</b>	<b>\$ 30,082,000</b>	<b>\$ 6,950,664</b>	<b>\$ 23,131,336</b>	<b>23.1%</b>
<b>RRV Water Supply Project</b>						
Right of Way	\$ 1,569,000	\$ 1,568,596	\$ 1,250,000	\$ 990,859	\$ 259,141	79.3%
Design/Construction in Progress	\$ 29,807,100	\$ 29,608,619	\$ 117,500,000	\$ 41,365,085	\$ 76,134,915	35.2%
Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Professional Services	\$ 423,900	\$ 417,984	\$ 1,250,000	\$ 479,515	\$ 770,485	70%
Financing/Legal/Administration	\$ 391,000	\$ 385,092	\$ 1,000,000	\$ 405,997	\$ 594,003	40.6%
Other Engineering	\$ 32,900	\$ 32,892	\$ 250,000	\$ 73,518	\$ 176,482	29.4%
Debt Payments	\$ 662,983	\$ 662,983	\$ 663,000	\$ 331,491	\$ 331,509	98%
Principal	\$ 534,127	\$ 534,127	\$ 413,000	\$ 216,994	\$ 196,006	52.5%
Interest	\$ 128,856	\$ 128,856	\$ 250,000	\$ 114,497	\$ 135,503	45.8%
<b>Total RRVWSP</b>	<b>\$ 32,462,983</b>	<b>\$ 32,258,182</b>	<b>\$ 120,663,000</b>	<b>\$ 43,166,950</b>	<b>\$ 77,496,050</b>	<b>35.8%</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 63,077,445</b>	<b>\$ 60,129,440</b>	<b>\$ 160,392,597</b>	<b>\$ 55,908,258</b>	<b>\$ 104,484,339</b>	<b>34.9%</b>

<b>GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES STATEMENT August 31, 2024</b>	
<b>OPERATING RESERVE</b>	
Operating Reserve authorized to be established in the amount of \$300,000.00 per resolution of the Board dated January 15, 1970. Limit changed to \$330,000 by Board action on January 6, 1995. Reserve cap removed by Board action July 2, 1997.	\$6,385,119.31
<b>O&amp;M EMERGENCY RESERVE</b>	
O&M Emergency Reserve to be established in the amount of \$500,000.00 by Article 13 (a) of the Master Contract and by action taken by the Board dated January 16, 1970. Limit changed to \$1,500,000.00 July 1980. Reserve capped at \$822,817.55 by Board action July 2, 1997.	750,000.00
<b>DEFICIENCY RESERVE</b>	
Deficiency Reserve to be established in the amount of \$750,000.00 by Article 13 (b) of the Master Contract. Limit changed to \$1,500,000.00 July 1980. Reserve capped at \$802,287.54 by Board action July 2, 1997.	750,000.00
<b>PROJECT DEVELOPMENT RESERVE</b>	
Project Development Reserve to be established in the amount of \$750,000.00 by resolution of the Board dated July 17, 1969. Limit changed to \$1,000,000.00 July 1982. Reserve capped at \$915,592.98 by Board action July 2, 1997.	915,592.98
<b>TOTAL GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES</b>	<b>\$8,800,712.29</b>

Garrison Diversion Conservancy District				
Funds in Bank of North Dakota				
August 31, 2024				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	0.25%		\$ 1,225,144.34
General	Water Assistance Grant Outstanding	0.25%		\$ 215,310.00
General	Oakes Building Fund	0.25%		\$ -
<b>Total Checking Account Balance</b>				<b>\$ 1,440,454.34</b>
General	Money Market Savings	0.60%		\$ 3,456,231.04
General	Water Assistance Grant Reserve	0.60%		\$ 513,600.45
General	GF Accrued Leave-Operating Reserve	0.60%		\$ 175,478.91
<b>Total Savings Account Balance</b>				<b>\$ 4,145,310.40</b>
<b>Total Deposits</b>				<b>\$ 7,026,219.08</b>

Garrison Diversion Conservancy District				
Funds in Bravera Bank				
August 31, 2024				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	4.00%		\$ 5,057.78
<b>Total Checking Account Balance</b>				<b>\$ 5,057.78</b>
General	CD 3230034424-Project Development	5.05%	07/26/25	\$ 353,362.19
<b>Total Investments</b>				<b>\$ 353,362.19</b>
<b>Total Deposits</b>				<b>\$ 358,419.97</b>

Funds in First International Bank & Trust				
August 31, 2024				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	CD 80120163	2.50%	09/19/24	\$ 1,000,000.00
General	CD 119245-Operating Reserve	5.00%	09/30/24	\$ 1,000,000.00
General	CD 118849-Deficiency Reserve	4.93%	10/29/24	\$ 200,000.00
General	CD 119130	4.93%	11/18/24	\$ 1,000,000.00
General	CD 80124943 Project Development Reser	4.93%	12/08/24	\$ 252,054.00
General	CD 80120161	4.93%	12/14/24	\$ 1,000,000.00
General	CD 80120162	4.93%	12/14/24	\$ 1,000,000.00
General	CD 80123425	4.93%	12/14/24	\$ 2,500,000.00
General	CD 118848-O&M Emergency Res.	4.10%	01/24/25	\$ 750,000.00
General	CD 118850-Operating Reserve	4.00%	01/29/25	\$ 50,500.00
General	CD 80125340	4.93%	01/30/25	\$ 1,000,000.00
General	CD 80124990-Operating Reserve	4.60%	04/14/25	\$ 589,000.00
General	CD 80124992-Deficiency Reserve	4.60%	04/14/25	\$ 374,146.00
<b>Total Investments</b>				<b>\$ 10,715,700.00</b>
General	Recreation Outstanding-Operating Reserv	3.85%		\$ 2,019,444.39
General	Money Market Funds	3.85%		\$ 1,655,772.32
General	Recreation Reserve-Operating Reserve	3.85%		\$ 889,458.76
<b>Total Money Market Account Balance</b>				<b>\$ 4,564,675.47</b>
<b>Total Deposits</b>				<b>\$ 15,280,375.47</b>
<b>Pledging</b>	Total Deposits			\$ 15,280,375.47
	Less:FDIC Coverage			(250,000.00)
	Deposit Balance to Secure			15,030,375.47
	Less: Pledging			20,300,943.20
	<b>Pledging Excess</b>			<b>\$ 5,270,567.73</b>

BREMER BANK DEPOSIT AND PLEDGING SUMMARY August 31, 2024					
Account Type		Balance	Interest Rate	Maturity Date	Deposit Insurance / Pledging Status
<b>Demand Deposit Accounts</b>					
<b>Non-Interest Bearing Checking Accounts</b>					
xxxx61	Operations & Maintenance Fund	0.00	Closed		
xxxxx52	Red River Valley Water Supply	1,507,625.77	0.00%		
<b>Total Demand Deposits</b>		<b>1,507,625.77</b>			
<b>Time and Savings Deposits</b>					
<b>Interest Bearing Checking</b>					
xxxxx34	Irrigation Fund	0.00	Closed		
xxxxxx62	M R & I Working Fund	0.00	Closed		
	Total Interest Bearing Checking Balance	<u>0.00</u>			
<b>Savings Accounts</b>					
xxxxx41	O&M - Accrued Leave Reserve	0.00	Closed		
xxxxxx63	Irrigation - Debt Service Reserve	0.00	Closed		
	Total Savings Balance	<u>0.00</u>			
<b>Certificates of Deposit</b>					
	<b>Total CD Balance</b>	<u>0.00</u>			
					Total Time & Savings Deposit Account Balance \$1,507,625.77
					Less: FDIC Insurance Coverage (250,000.00)
					Time & Savings Deposit Balance to Secure \$1,257,625.77
					x 110% 1.10
<b>Total Time &amp; Savings Deposit Account Balance</b>		\$0.00			<b>Pledging Required on Time &amp; Savings Deposits \$1,383,388.35</b>
<b>Total Deposits</b>		<b>\$1,507,625.77</b>			<b>Total Pledging Required on all Deposits \$1,383,388.35</b>
					<b>Pledged Security/Letter of Credit \$8,158,242.00</b>
					<b>Pledging Excess \$6,774,853.65</b>

GATE CITY BANK DEPOSIT AND PLEDGING SUMMARY August 31, 2024					
Account Type		Balance	Interest Rate	Maturity Date	Deposit Insurance / Pledging Status
<b>Demand Deposit Accounts</b>					
<b>Checking Accounts</b>					
x4310	Irrigation Fund	176,732.40	0.00%		
x1561	M R & I Working Fund	5,747.62	0.00%		
x4336	Operations & Maint Ckg & Sweep	595,252.53	4.18%		
x4328	Red River Valley Ckg & Sweep	3,168,772.79	4.18%		
<b>Total Demand Deposits</b>		<b>3,946,505.34</b>			<b>Total Demand Deposits \$3,946,505.34</b>
<b>Time and Savings Deposits</b>					
<b>Savings Accounts</b>					
x1546	O&M - Accrued Leave Reserve	177,308.67	3.70%		
x1553	Irrigation - Debt Service Reserve	290,494.41	3.70%		
<b>Total Savings Balance</b>		<b>467,803.08</b>			<b>Total Time &amp; Savings Deposits \$957,196.06</b>
<b>Certificates of Deposit</b>					
xxx1186	Project Development Reserve	313,538.98	5.04%	2/28/2025	Total Demand Deposits \$3,946,505.34
xxx1178	Deficiency Reserve	175,854.00	5.04%	2/28/2025	Total Time & Savings Deposit Account Balance \$957,196.06
<b>Total CD Balance</b>		<b>489,392.98</b>			Less: FDIC Insurance Coverage (250,000.00)
					Time & Savings Deposit Balance to Secure \$4,653,701.40
					x 110% 1.10
					<b>Total Pledging Required on all Deposits \$5,119,071.54</b>
<b>Total Time &amp; Savings Deposit Account Balance</b>		<b>\$957,196.06</b>			<b>Pledged Security/Letter of Credit \$8,160,766.43</b>
<b>Total Deposits</b>		<b>\$4,903,701.40</b>			<b>Pledging Excess \$3,041,694.89</b>

GARRISON DIVERSION CONSERVANCY DISTRICT GD CD RECREATION GRANT PROGRAM OUTSTANDING PROJECTS July 1, 1990 to August 31, 2024								
COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2024	EXPENDITURES 04-23-15 to 12-31-2023	EXPENDITURES 1-1-24 to 08-31-24	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 08-31-24
Barnes	Sheyenne River Water Trail	04-29-21	\$ 51,005.00			\$ 51,005.00		\$ -
Barnes	Valley City Parks-Hi-Line Pickleball Court	09-20-23	\$ 75,000.00					\$ 75,000.00
Barnes	Valley City Park Playground	03-20-24		\$ 50,000.00				\$ 50,000.00
Bottineau	Kramer City Park	09-28-22	\$ 21,250.00					\$ 21,250.00
Bottineau	City of Landa-Restroom Facilitites	09-20-23	\$ 6,250.00			\$ 5,524.38		\$ 725.62
Bottineau	Bottineau Winter Park Snow System	03-20-24		\$ 50,000.00		\$ 50,000.00		\$ -
Bottineau	Maxbass Community Park	03-20-24		\$ 31,141.00				\$ 31,141.00
Burleigh	Steckel Boat Landing Picnic Shelter	04-29-21	\$ 6,000.00				\$ (6,000.00)	\$ -
Burleigh	American Legion Splash Pad	09-28-22	\$ 30,000.00		\$ 17,232.25			\$ 12,767.75
Burleigh	Wilton North Park Pickle Ball Court	09-28-22	\$ 2,395.00		\$ 958.10			\$ 1,436.90
Burleigh	Municipal Ballpark Master Plan Improv	03-20-24		\$ 50,000.00				\$ 50,000.00
Cass	Brewer Lake Water Hook-ups	03-30-22	\$ 638.00					\$ 638.00
Cass	Tinta Tawa Park Restroom	03-30-22	\$ 9,575.00			\$ 9,575.00		\$ -
Cass	West Fargo Park District Playground Imp	09-28-22	\$ 16,145.00					\$ 16,145.00
Cass	Harwood-Splash Pad	03-30-23	\$ 27,204.00					\$ 27,204.00
Cass	North Elmwood Park Restoration	03-30-23	\$ 24,323.00					\$ 24,323.00
Cass	Tower City Pickle Courts	03-30-23	\$ 4,700.00		\$ 4,666.75			\$ 33.25
Cass	Casselton-Governor's Share Use Path	09-20-23	\$ 75,000.00					\$ 75,000.00
Cass	Fargo Park-Pepsi Soccer Playground	09-20-23	\$ 62,500.00					\$ 62,500.00
Cass	Rheault Farm Playground Improvement	03-20-24		\$ 50,000.00				\$ 50,000.00
Dickey	West Side Park Playground	04-29-21	\$ 7,520.00				\$ (7,520.00)	\$ -
Dickey	Ellendale Baseball Grandstand Reno	09-28-22	\$ 20,000.00					\$ 20,000.00
Dickey	Wilson Dam Picnic Shelter Renovation	09-28-22	\$ 1,778.00					\$ 1,778.00
Dickey	Ellendale-Ice Skating Rink Expansion	09-20-23	\$ 4,500.00					\$ 4,500.00
Dickey	Oakes -Main Street Park	09-20-23	\$ 26,125.00					\$ 26,125.00
Dickey	Dickey County Community Rec Facility	03-20-24		\$ 34,996.00				\$ 34,996.00
Eddy	Warming House/Boat Rental Building	04-29-21	\$ 5,750.00			\$ 5,750.00		\$ -
Foster	Foster County Fairgrounds Picnic Shelter	09-23-21	\$ 5,191.00			\$ 4,639.10	\$ (551.90)	\$ -
Foster	Baseball/Softball Diamond Renovations	03-30-22	\$ 75,000.00		\$ 37,305.43			\$ 37,694.57
Foster	Carrington West Park Renovation	03-30-22	\$ 61,202.00		\$ 38,506.00			\$ 22,696.00
Foster	Carrington -Baseball Diamond	09-20-23	\$ 26,906.00			\$ 26,906.00		\$ -
Grand Forks	Kraft Field Grandstand Replacement	09-28-22	\$ 75,000.00			\$ 75,000.00		\$ -
Grand Forks	Manvel Community Park Improvement	09-28-22	\$ 12,699.00					\$ 12,699.00
Grand Forks	Grand Forks -Kraft Field Turf Resurfacing	09-20-23	\$ 56,250.00			\$ 56,250.00		\$ -
Grand Forks	Grand Valley Development Park Playground	03-20-24		\$ 50,000.00				\$ 50,000.00
Grand Forks	Greenway Project	05-14-24		\$ 50,000.00				\$ 50,000.00
Griggs	Binford Park Playground Update	03-30-22	\$ 2,950.00		\$ 1,249.50			\$ 1,700.50
Griggs	Binford Rodeo Ass. Community Centre	09-28-22	\$ 75,000.00		\$ 56,870.02			\$ 18,129.98
LaMoire	LaMoire Park-Sunset Park Swim Center	09-20-23	\$ 75,000.00					\$ 75,000.00
LaMoire	Marion ADA Bathroom	03-20-24		\$ 9,068.00				\$ 9,068.00
LaMoire	Twin Lakes Vault Toilet	03-20-24		\$ 3,500.00				\$ 3,500.00
McHenry	Upham Park Improvement	04-29-21	\$ 9,125.00		\$ 8,627.75	\$ 497.25		\$ -
McHenry	Splash Pad	09-23-21	\$ 19,838.00		\$ 1,725.00			\$ 18,113.00
McHenry	City of Upham-Park Restrooms	03-30-23	\$ 12,500.00					\$ 12,500.00
McHenry	Towner -Baseball Field Renovation	09-20-23	\$ 3,750.00					\$ 3,750.00
McHenry	Park Swints Set	03-20-24		\$ 9,071.00				\$ 9,071.00
McKenzie	Tobacco Garden Shower/Bathroom	03-30-23	\$ 40,071.00					\$ 40,071.00
McLean	Lakeside Park Gazebo/Riverdale	04-29-21	\$ 1,500.00				\$ (1,500.00)	\$ -
McLean	Playground Equipment-Coleharbor	09-23-21	\$ 23,460.00		\$ 7,709.63	\$ 891.22		\$ 14,859.15
McLean	Garrison Softball Field Renovation	09-28-22	\$ 75,000.00					\$ 75,000.00
McLean	City of Butte-City Park	03-30-23	\$ 874.00					\$ 874.00
McLean	Arena Announcer Office & Concessions	03-30-23	\$ 6,946.00					\$ 6,946.00
McLean	Nelson Park & Community Garden	03-30-23	\$ 12,750.00			\$ 12,750.00		\$ -
McLean	McLean-Dynamite Bay Public Stairs	09-20-23	\$ 1,618.00			\$ 613.43	\$ (1,004.57)	\$ -
McLean	Lake Brekken Picnic Tables	03-20-24		\$ 2,356.00				\$ 2,356.00
McLean	Sportsmens Centennial Park Fault Toilet	03-20-24		\$ 875.00				\$ 875.00
Nelson	Tolna City Park Restrooms	10-03-18	\$ 21,933.00			\$ 7,150.41	\$ (14,782.59)	\$ -
Pierce	Buffalo Lake Camp Site	04-29-21	\$ 3,250.00		\$ 1,930.06		\$ (1,319.94)	\$ -
Pierce	Barton Park Picnic Tables/Play Gym	09-23-21	\$ 1,250.00					\$ 1,250.00
Pierce	Rugby-Jaycee's Splashpad	03-30-23	\$ 40,202.00			\$ 30,653.33		\$ 9,548.67
Ramsey	Roosevelt Park Activity Building	09-28-22	\$ 75,000.00			\$ 75,000.00		\$ -
Ramsey	Devils Lake-Indoor Playground	09-20-23	\$ 37,500.00			\$ 37,500.00		\$ -
Ramsey	Ramsey County-Multi-Purpose Event Center	09-20-23	\$ 75,000.00					\$ 75,000.00
Ransom	Dead Colt Walkway	04-29-21	\$ 23,750.00			\$ 23,750.00		\$ -
Ransom	Sheldon Pickle Ball/BB Courts	03-30-22	\$ 5,262.00					\$ 5,262.00
Renville	Mohall Adult Recreation Complex	03-20-24		\$ 37,500.00				\$ 37,500.00
Richland	City Park Improvement-Abercrombie	04-29-21	\$ 34,682.00			\$ 18,590.75		\$ 16,091.25
Richland	Chaninkapa Park Multipurpose Shelter	03-30-22	\$ 42,000.00			\$ 29,330.77	\$ (12,669.23)	\$ -
Richland	Manatador Park Softball Dugouts	03-30-22	\$ 2,000.00					\$ 2,000.00
Richland	Wyndmere Park Board	03-30-22	\$ 10,728.00					\$ 10,728.00
Richland	Fairmount-Park Playground Equipment	03-30-23	\$ 9,750.00			\$ 6,080.00		\$ 3,670.00
Sargent	Gwinner Aquatic Center	09-28-22	\$ 75,000.00		\$ 19,962.50			\$ 55,037.50



GARRISON DIVERSION CONSERVANCY DISTRICT GDCD RECREATION GRANT PROGRAM OUTSTANDING PROJECTS July 1, 1990 to August 31, 2024								
COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2024	EXPENDITURES 04-23-15 to 12-31-2023	EXPENDITURES 1-1-24 to 08-31-24	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 08-31-24
Sargent	Forman-Central Park Community Gardens	09-20-23	\$ 1,375.00			\$ 857.12		\$ 517.88
Sargent	Hero's Park	03-20-24		\$ 10,500.00		\$ 500.00		\$ 10,000.00
Sheridan	Hoffer Lake Beach & Swimming Develop.	09-23-21	\$ 4,093.00					\$ 4,093.00
Sheridan	Sheridan County-Hoffer Lake Rec Area	09-20-23	\$ 2,850.00			\$ 2,850.00		\$ -
Steele	City Park Development-Colgate	04-29-21	\$ 6,250.00					\$ 6,250.00
Steele	Finley-Park Playground Equipment	03-30-23	\$ 13,750.00					\$ 13,750.00
Stutsman	Park Bench Project-Stutsman County	04-29-21	\$ 3,113.00				\$ (3,113.00)	\$ -
Stutsman	Electrical Upgrades for Campers	09-23-21	\$ 1,750.00					\$ 1,750.00
Stutsman	Field Renovation Phase I	09-28-22	\$ 75,000.00		\$ 23,407.39	\$ 28,174.24		\$ 23,418.37
Stutsman	Jamestown Reservoir Vault Toilet	09-28-22	\$ 6,204.00					\$ 6,204.00
Stutsman	4-H Horse Arena Improvement	03-30-23	\$ 8,843.00			\$ 8,124.14	\$ (718.86)	\$ -
Stutsman	Pedestrian Bridge Replacement	03-30-23	\$ 75,000.00					\$ 75,000.00
Stutsman	Lakeside Campground Improvements	03-30-23	\$ 5,574.00					\$ 5,574.00
Stutsman	Medina Community Recreation Center	03-20-24		\$ 50,000.00				\$ 50,000.00
Stutsman	Nickeus Park All Abilities Playground	03-20-24		\$ 50,000.00				\$ 50,000.00
Trail	Galesburg Playground	03-30-22	\$ 22,595.00		\$ 21,880.00			\$ 715.00
Trail	Mayville-Basketball Courts	09-20-23	\$ 2,000.00					\$ 2,000.00
Trail	Mayville-Cometville Park Landscape	09-20-23	\$ 21,887.00					\$ 21,887.00
Trail	Mayville-Funbrella Shade	09-20-23	\$ 6,689.00					\$ 6,689.00
Trail	Park Gazebo	03-20-24		\$ 15,923.00				\$ 15,923.00
Ward	Ward County Parks 2022	03-30-22	\$ 10,632.00					\$ 10,632.00
Ward	11th & 11th Park Playground	09-28-22	\$ 21,875.00					\$ 21,875.00
Ward	Swimming Pool & Bathhouse	09-28-22	\$ 75,000.00					\$ 75,000.00
Ward	Talbot Court Disc Golf	03-30-23	\$ 2,465.00					\$ 2,465.00
Ward	Ward County-2024 Ward Co Park Improv	09-20-23	\$ 8,071.00					\$ 8,071.00
Ward	Minot-Pump Track	09-20-23	\$ 75,000.00					\$ 75,000.00
Ward	West Park Playground	03-20-24		\$ 50,000.00		\$ 50,000.00		\$ -
Ward	Pony Tracks Pickleball	03-20-24		\$ 10,875.00		\$ 8,609.00		\$ 2,266.00
Wells	Fessenden-Splash Pad	09-20-23	\$ 49,250.00					\$ 49,250.00
Wells	Manfred Comfort Station & Park	03-20-24		\$ 9,372.00				\$ 9,372.00
Williams	McGregor Dam Vault Toilet	04-29-21	\$ 17,500.00				\$ (17,500.00)	\$ -
Williams	Confluence Ramp	04-29-21	\$ 4,750.00			\$ 4,750.00		\$ -
Williams	Wildrose Community Garden	03-30-22	\$ 1,000.00					\$ 1,000.00
Williams	BlackTail Beach Trail	09-28-22	\$ 22,500.00					\$ 22,500.00
Williams	Tioga Dam Trail & Park	09-28-22	\$ 24,000.00					\$ 24,000.00
Williams	Williston Water World	03-30-23	\$ 75,000.00					\$ 75,000.00
Williams	Coyote Clay Target Range Phase 3	03-20-24		\$ 50,000.00				\$ 50,000.00
Williams	Grenora Sunset Park Pre-K Playground	03-20-24		\$ 5,000.00				\$ 5,000.00
Williams	Spring Lake Frisbee Golf & Bathroom	03-20-24		\$ 27,688.00				\$ 27,688.00
<b>TOTALS</b>			\$ 2,251,611.00	\$ 707,865.00	\$ 242,030.38	\$ 631,321.14	\$ (66,680.09)	\$ 2,019,444.39

GARRISON DIVERSION CONSERVANCY DISTRICT						
Tax Collections Statement						
For the Eight Months Ending August 31, 2024						
County	2024 Tax Levy Budget	2024 Tax Collections	Balance of Tax Levy Budget	2024 State Aid Budget	2024 State Aid	Balance State Aid Budget
Barnes	\$84,238	\$90,611	(6,373)	\$4,376	\$4,072	\$304
Benson	35,008	36,056	(1,048)	3,282	2,799	483
Bottineau	60,170	66,465	(6,295)	3,282	1,407	1,875
Burleigh	536,057	630,165	(94,108)	24,068	23,642	426
Cass	988,968	1,186,065	(197,097)	45,948	43,509	2,439
Dickey	44,854	47,051	(2,197)	3,282	3,339	(57)
Eddy	14,222	16,237	(2,015)	2,188	1,839	349
Foster	29,538	31,741	(2,203)	5,470	4,025	1,445
Grand Forks	317,258	354,687	(37,429)	9,846	9,479	367
Griggs	20,786	22,805	(2,019)	2,188	1,834	354
LaMoure	43,760	43,433	327	3,282	3,357	(75)
McHenry	50,324	50,860	(536)	2,188	1,892	296
McKenzie	351,172	379,944	(28,772)	25,162	24,578	584
McLean	82,050	86,014	(3,964)	6,564	6,425	139
Nelson	26,256	28,282	(2,026)	2,188	1,779	409
Pierce	33,914	34,687	(773)	2,188	2,406	(218)
Ramsey	62,358	66,605	(4,247)	4,376	4,401	(25)
Ransom	39,384	42,022	(2,638)	-	-	-
Renville	24,068	26,556	(2,488)	2,188	2,124	64
Richland	103,930	113,866	(9,936)	-	-	-
Sargeant	37,196	39,443	(2,247)	2,188	2,051	137
Sheridan	15,316	16,285	(969)	3,282	3,233	49
Steele	30,632	32,830	(2,198)	2,188	1,537	651
Stutsman	131,279	142,514	(11,235)	6,564	6,635	(71)
Traill	57,982	65,342	(7,360)	3,282	3,064	218
Ward	330,386	349,068	(18,682)	16,410	15,895	515
Wells	43,760	43,957	(197)	3,282	3,591	(309)
Williams	398,214	427,155	(28,941)	7,658	6,975	683
<b>Totals</b>	<b>\$ 3,993,080</b>	<b>\$4,470,746</b>	<b>\$ (477,666)</b>	<b>\$ 196,920</b>	<b>\$ 185,888</b>	<b>\$11,032</b>

GARRISON DIVERSION CONSERVANCY DISTRICT WATER ASSISTANCE GRANT PROGRAM OUTSTANDING PROJECTS June 1, 2021 to August 31, 2024									
COUNTY	Sponsor	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2024	EXPENDITURES 1-1-21 to 12-31-23	EXPENDITURES 1-1-24 to 08-31-24	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 08-31-24
Barnes	BRWD	Kjelland, Chad	05-14-24		\$ 6,380.00		\$ 5,634.00	\$ 746.00	\$ -
Barnes	BRWD	Lettenmaier, Doug	05-14-24		\$ 6,380.00		\$ 5,634.00	\$ 746.00	\$ -
Barnes	BRWD	Schlecht, Tyler	05-14-24		\$ 10,000.00		\$ 10,000.00		\$ -
Barnes	BRWD	Trielbold, John	05-14-24		\$ 9,318.00		\$ 7,806.00	\$ 1,512.00	\$ -
Barnes	BRWD	Trielbold, Rober	05-14-24		\$ 10,000.00		\$ 9,352.00	\$ 648.00	\$ -
Benson	CPWD	Foss, Scott	08-24-23	\$ 10,000.00					\$ 10,000.00
Cass	CRWD	Pfeifer, Alex	05-10-23	\$ 10,000.00					\$ 10,000.00
Cass	CRWD	Claus, Dylan	08-24-23	\$ 9,025.00					\$ 9,025.00
Cass	CRWD	Korthof, Jack	08-24-23	\$ 8,413.00					\$ 8,413.00
Cass	CRWD	Absaraka Parks	05-14-24		\$ 1,070.00		\$ 1,070.00		\$ -
Cass	CRWD	Kyser, Scott	05-14-24		\$ 7,854.00		\$ 7,854.00		\$ -
Cass	CRWD	Punton, Ron	05-14-24		\$ 8,265.00		\$ 8,265.00		\$ -
Cass	CRWD	Wehri, Chris	05-14-24		\$ 6,467.00				\$ 6,467.00
Cass	CRWD	Hesse, Jason	08-19-24		\$ 10,000.00				\$ 10,000.00
Dickey	SEWUD	City of Ludden	10-19-23	\$ 7,550.00			\$ 7,550.00		\$ -
Eddy	GRWD	Harding, Logan	05-10-23	\$ 2,825.00		\$ 2,300.00			\$ 525.00
Eddy	GRWD	Snyder,Dale	05-10-23	\$ 7,150.00					\$ 7,150.00
Eddy	GRWD	Topp, Ryan	05-10-23	\$ 10,000.00					\$ 10,000.00
Eddy	CPWD	Harrington, Julie	05-14-24		\$ 10,000.00				\$ 10,000.00
Grand Forks	ECRWD	Beckel, Jake	08-19-24		\$ 10,000.00				\$ 10,000.00
Grand Forks	ECRWD	Sobolik, Ben	08-19-24		\$ 9,500.00				\$ 9,500.00
McKenzie	MCWRD	Brotherton, Kris	05-14-24		\$ 2,484.00				\$ 2,484.00
McKenzie	MCWRD	Burke, Paul & Amelia	05-14-24		\$ 3,718.00		\$ 3,718.00		\$ -
McKenzie	MCWRD	Gaskill, Jason & Wendy	05-14-24		\$ 4,182.00		\$ 4,182.00		\$ -
McKenzie	MCWRD	Tucker, Deb & Dean	05-14-24		\$ 10,000.00				\$ 10,000.00
McKenzie	MCWRD	Kleppen, Brinda	08-19-24		\$ 10,000.00				\$ 10,000.00
McKenzie	MCWRD	Mees, Kenneth	08-19-24		\$ 1,156.00		\$ 1,156.00		\$ -
McKenzie	MCWRD	Paul, Michael & Tammy	08-19-24		\$ 3,725.00				\$ 3,725.00
McLean	MSRWD	Robinson, Buck	08-19-24		\$ 1,712.00				\$ 1,712.00
McLean	MSRWD	Robinson, Donald	08-19-24		\$ 1,712.00				\$ 1,712.00
Ramsey	GRWD	Lacina, Tane	08-15-22	\$ 5,550.00		\$ 4,125.00			\$ 1,425.00
Ramsey	GRWD	Newgard, Brent	05-10-23	\$ 10,000.00					\$ 10,000.00
Ramsey	GRWD	Shoenfish, Evan	05-10-23	\$ 10,000.00					\$ 10,000.00
Renville	USWD	Frame, Jane	05-18-22	\$ 6,550.00				\$ 6,550.00	\$ -
Richland	SEWUD	Wolters, Andy	08-15-22	\$ 8,475.00				\$ 8,475.00	\$ -
Richland	SEWUD	Steffens, Darrin & Alissa	10-19-23	\$ 7,625.00					\$ 7,625.00
Richland	SEWUD	Ewing, Chris & Gaukler, Deb	05-14-24		\$ 1,000.00		\$ 1,000.00		\$ -
Richland	SEWUD	Tyler, Brian	05-14-24		\$ 10,000.00		\$ 10,000.00		\$ -
Sargent	SEWUD	Schmidt, Anthony	08-24-23	\$ 6,287.00			\$ 6,287.00		\$ -
Sargent	SEWUD	Storhaug, Travers & Brittany	08-24-23	\$ 2,035.00			\$ 1,203.60	\$ 831.40	\$ -
Steele	ECRWD	Klabo, Jerod	08-19-24		\$ 10,000.00				\$ 10,000.00
Stutsman	SRWD	Wahl, John	05-18-22	\$ 1,630.00				\$ 1,630.00	\$ -
Stutsman	SRWD	Browning, Zac	10-19-23	\$ 8,250.00					\$ 8,250.00
Stutsman	SRWD	Anderson, Levi	05-14-24		\$ 2,890.00				\$ 2,890.00
Stutsman	SRWD	Beck, James & Peggy	05-14-24		\$ 3,150.00		\$ 2,819.56	\$ 330.44	\$ -
Stutsman	SRWD	Busch, Benjamin	05-14-24		\$ 10,000.00				\$ 10,000.00
Stutsman	SRWD	Kurtz, Brent & Shelly	05-14-24		\$ 2,750.00		\$ 2,731.45	\$ 18.55	\$ 0.00
Stutsman	SRWD	Hesch, Jayden	08-19-24		\$ 8,000.00				\$ 8,000.00
Stutsman	SRWD	Skjeret, Ryan	08-19-24		\$ 7,350.00				\$ 7,350.00
Trail	ECRWD	Smith, Michael	10-19-23	\$ 10,000.00			\$ 10,000.00		\$ -
Ward	NPRWD	Hendrickson, Joann & Duwayne	08-15-22	\$ 2,197.00					\$ 2,197.00
Ward	NPRWD	Keller, Dean	08-15-22	\$ 1,182.00					\$ 1,182.00
Ward	NPRWD	Wing, Michael & Crystal	08-15-22	\$ 2,469.00					\$ 2,469.00
Ward	NPRWD	Heyen, Jamie	05-14-24		\$ 2,129.00				\$ 2,129.00
Ward	NPRWD	City of McVile Water Leak	08-19-24		\$ 1,080.00				\$ 1,080.00
<b>TOTALS</b>				\$ 147,213.00	\$ 202,272.00	\$ 6,425.00	\$ 106,262.61	\$ 21,487.39	\$ 215,310.00

**GARRISON DIVERSION CONSERVANCY DISTRICT  
2024 BUDGET OF REVENUES AND EXPENDITURES  
Rv4**

	General Fund	Operations & Maintenance Fund	Municipal, Rural, and Industrial Fund	Red River Valley Water Supply Project	Irrigation Fund	Total
<b>REVENUES:</b>						
Irrigation Admin	\$ 975					\$ 975
Project Income						\$ -
Lease Income						\$ -
Miscellaneous Income	\$ -					\$ -
Interest Income	\$ 366,000		\$ 60		\$ 2,700	\$ 368,760
Tax Levy/State Aid	\$ 4,190,000					\$ 4,190,000
O&M Non-project Income		\$ 193,000				\$ 193,000
Contract Revenue	\$ 72,000	\$ 5,255,118	\$ 30,104,940	\$ 120,663,000	\$ 633,400	\$ 156,728,458
<b>Total Revenues</b>	\$ 4,628,975	\$ 5,448,118	\$ 30,105,000	\$ 120,663,000	\$ 636,100	\$ 161,481,193
<b>EXPENDITURES:</b>						
Directors Expense	\$ 255,000					\$ 255,000
Employee Expenses	\$ 1,540,000	\$ 2,605,400	\$ 82,000			\$ 4,227,400
Administrative Expenses	\$ 241,000	\$ 90,800				\$ 331,800
Public Education	\$ 193,000					\$ 193,000
Professional Services	\$ 781,000	\$ 279,500		\$ 1,250,000		\$ 2,310,500
Irrigation Development	\$ 123,000					\$ 123,000
Recreation Matching	\$ 860,000					\$ 860,000
Water Assistance Grant	\$ 300,000					\$ 300,000
Irrigation Districts Expenses	\$ 2,000					\$ 2,000
Maintenance & Repairs	\$ 82,000	\$ 773,000			\$ 418,100	\$ 1,273,100
Capital Purchases	\$ 654,797	\$ 1,001,000		\$ 118,750,000	\$ -	\$ 120,405,797
MR&I Project Expenditures			\$ 30,000,000			\$ 30,000,000
Debt Service Payments				\$ 413,000	\$ 187,000	\$ 600,000
Interest on Debt Service				\$ 250,000	\$ 31,000	\$ 281,000
<b>Total Expenditures</b>	\$ 5,031,797	\$ 4,749,700	\$ 30,082,000	\$ 120,663,000	\$ 636,100	\$ 161,162,597
Revenues Over (Under) Expenditures*	\$ (402,822)	\$ 698,418	\$ 23,000	\$ -	\$ -	\$ 318,596
Transfers In (Out)	\$ 721,418	\$ (698,418)	\$ (23,000)	\$ -	\$ -	\$ -
<b>Net Change in Fund Balance</b>	\$ 318,596	\$ -	\$ -	\$ -	\$ -	\$ 318,596

**GARRISON DIVERSION CONSERVANCY DISTRICT  
2024 BUDGET REVISION  
Rv4**

	Budget 2024	Revision	Revised Budget
<b><u>Directors Expense</u></b>			
Directors Per Diem	135,000		\$ 135,000
Directors Exp	120,000		120,000
<b>Total Directors Expense</b>	<b>\$ 255,000</b>	<b>0</b>	<b>\$ 255,000</b>
<b><u>Employee Expense</u></b>			
Employee Salaries	\$ 972,000		\$ 972,000
General Managers Expense	21,000		21,000
Travel	61,000		61,000
Administrative Officer	25,000		25,000
District Engineer	10,000		10,000
Engineer	5,000		5,000
Communications Director	6,000		6,000
Emp Exp Other	15,000		15,000
Professional Development	17,000		17,000
Employee Training	15,000		15,000
Wellness Program	2,000		2,000
Benefits	469,000		469,000
GDCD FICA	82,000		82,000
Retirement	149,000		149,000
Hospital & Life Insurance	191,000		191,000
Unemployment Comp	5,000		5,000
Vision / Dental	13,000		13,000
Workforce Safety Insurance	1,000		1,000
Long Term Disability Ins	10,000		10,000
Vacation/Sick Leave Liability	18,000		18,000
<b>Total Employee Expense</b>	<b>\$ 1,540,000</b>	<b>0</b>	<b>\$ 1,540,000</b>
<b><u>Administration</u></b>			
Postage	\$ 3,500	1,500	\$ 5,000
Communications	16,000		16,000
Utilities	35,000		35,000
Meetings & Events	9,500		9,500
Subscriptions	6,500	2,000	8,500
Miscellaneous	3,500		3,500
Data Processing	54,500		54,500
Employee Recruiting	5,000		5,000
Supplies	11,500		11,500
Small Office Equipment	25,000	(4,043)	20,957
Dues	14,000		14,000
Insurance	17,000		17,000
Annual Independent Audit	40,000	543	40,543
<b>Total Administration</b>	<b>\$ 241,000</b>	<b>0</b>	<b>\$ 241,000</b>
<b><u>Public Education</u></b>			
GDCD Tours	\$ 10,000		\$ 10,000
ND Water Users	20,000		20,000
ND Water Coalition	14,000		14,000
ND Water Magazine	18,000		18,000
Missouri River Joint Board	51,000		51,000
Upper Shyenne	50,000		50,000
Conferences/Sponsorships	20,000		20,000
Miscellaneous	10,000		10,000
<b>Total Public Education</b>	<b>\$ 193,000</b>	<b>0</b>	<b>\$ 193,000</b>

**GARRISON DIVERSION CONSERVANCY DISTRICT  
2024 BUDGET REVISION  
Rv4**

	Budget 2024	Revision	Revised Budget
<b><u>Professional Services</u></b>			
Communications	\$ 140,000		\$ 140,000
Engineering	125,000		125,000
RRVWSP Development	313,000		313,000
Technical Support for LAWA	15,000		15,000
Engineering	100,000		100,000
Legal	122,000		122,000
Financial	10,000		10,000
Consultants	50,000		50,000
Meeting, Misc. Exp	16,000		16,000
Prof Services Other	45,000		45,000
Legal Services	158,000		158,000
<b>Total Professional Services</b>	<b>\$ 781,000</b>	<b>0</b>	<b>\$ 781,000</b>
<b><u>Irrigation Development</u></b>			
ND Irrigation Association	\$ 80,000		\$ 80,000
NDSU Oakes Irrigation Site	-		-
Bob Titus Lease	17,000		17,000
Irrigation Development	26,000		26,000
<b>Total Irrigation Development</b>	<b>\$ 123,000</b>	<b>0</b>	<b>\$ 123,000</b>
<b><u>Recreation</u></b>			
Recreation Matching	\$ 850,000		\$ 850,000
DWRA Recreation Program	10,000		10,000
<b>Total Recreation</b>	<b>\$ 860,000</b>	<b>0</b>	<b>\$ 860,000</b>
<b><u>Water Assistance</u></b>			
Water Assistance Grant	\$ 300,000		\$ 300,000
<b><u>Irrigation District Expense</u></b>			
Irrigation District Expenses	\$ 2,000		\$ 2,000
OTA Title Transfer	-		-
Technical Support	-		-
Legal	-		-
<b>Total Irrigation District Expense</b>	<b>\$ 2,000</b>	<b>0</b>	<b>\$ 2,000</b>
<b><u>Maintenance &amp; Repair</u></b>			
Equipment Maintenance	\$ 27,000		\$ 27,000
Small Yard Equipment Purchases	5,000		5,000
Land & Bldg Maintenance	35,000		35,000
Auto Expense	15,000		15,000
<b>Total Maintenance &amp; Repair</b>	<b>\$ 82,000</b>	<b>0</b>	<b>\$ 82,000</b>
<b><u>Capital Purchases</u></b>			
Office Equip & Furniture	\$ 50,000		\$ 50,000
Yard Equipment	20,000		20,000
Vehicle	80,000		80,000
Land & Buildings	504,797		504,797
<b>Total Capital Purchases</b>	<b>\$ 654,797</b>	<b>0</b>	<b>\$ 654,797</b>
<b>General Fund Subtotal</b>	<b>\$ 5,031,797</b>	<b>0</b>	<b>\$ 5,031,797</b>

GARRISON DIVERSION CONSERVANCY DISTRICT  
2024 BUDGET REVISION  
Rv4

	Budget 2024	Revision	Revised Budget
<b>Irrigation Fund</b>			
McClusky Canal Irrigation	\$ 418,100		\$ 418,100
Construction	-		-
Operations	418,100		418,100
Debt Payments	218,000		218,000
Principal	187,000		187,000
Interest	31,000		31,000
<b>Total Irrigation Fund</b>	<b>\$ 636,100</b>	<b>0</b>	<b>\$ 636,100</b>
<b>GDU O &amp; M</b>			
Salaries & Benefits	1,768,600	770,000	\$ 2,538,600
Salaries	1,188,200	500,000	1,688,200
Benefits	580,400	270,000	850,400
Travel	11,100		11,100
Training	2,700		2,700
Utilities	73,900		73,900
Contracted Services (Eng / Survey)	279,500		279,500
Supplies	214,000	50,000	264,000
Equipment Purchases	1,001,000		1,001,000
Small Equipment Purchases	15,000		15,000
Equipment Rental	7,000		7,000
Equipment Maintenance	300,000		300,000
Safety	53,000		53,000
Miscellaneous	16,900		16,900
Materials	237,000	(50,000)	187,000
<b>Total GDU O &amp; M</b>	<b>\$ 3,979,700</b>	<b>\$ 770,000</b>	<b>\$ 4,749,700</b>
<b>MR&amp;I Fund</b>			
Salaries & Benefits	\$ 82,000		\$ 82,000
State Administration	-		-
MR&I Project Expenditures	30,000,000		30,000,000
<b>Total MR&amp;I Fund</b>	<b>\$ 30,082,000</b>		<b>\$ 30,082,000</b>
<b>RRV Water Supply Project</b>			
ROW	\$ 1,250,000		\$ 1,250,000
Construction	117,500,000		117,500,000
Salaries & Benefits	-		-
Financing/Legal/Administration	1,250,000		1,250,000
Debt Payments	663,000		663,000
Principal	413,000		413,000
Interest	250,000		250,000
<b>Total RRVWSP</b>	<b>\$ 120,663,000</b>		<b>\$ 120,663,000</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 160,392,597</b>	<b>\$ 770,000</b>	<b>\$ 161,162,597</b>

# Bureau of Reclamation Activities

Garrison Diversion Executive Board of Directors Meeting  
September 26, 2024

## Municipal, Rural, and Industrial Program

### Rural Water Budgets

Rural Water Budgets	Final Fiscal Year 2023*	Fiscal Year 2024*
<b>GDU</b>	38.425	42.724
<b>State</b>	15.450	12.500
<b>Tribe</b>	22.975	30.224
<b>Lewis &amp; Clark</b>	78.601	37.825
<b>Fort Peck</b>	15.000	0
<b>Rocky Boys</b>	97.321	19.946
<b>Musselshell- Judith</b>	27.600	3.000
<b>E NM</b>	96.140	7.051
<b>Jicarilla</b>	19.000	10.010
<b>Total</b>	<b>372.087</b>	<b>120.556</b>

\*Includes BIL funding and additional earmarked funding

## State Municipal Rural and Industrial Program

### Northwest Area Water Supply (NAWS)

Construction is ongoing for the Biota Water Treatment Plant (WTP) Phase I (Contract 7-2A/4-1A), the Snake Creek Pumping Plant (SCPP) Intake Modification (Contract 6-1A), the Bottineau Reservoir & Pump Station (Contract 4-4B/5-4B), and the Snake Creek Pumping Plant Discharge Pipeline (Contract 2-1E). The Biota WTP Phase I construction is more than 95 percent complete; however, the startup of the Biota WTP has been delayed. The SCPP Intake Modification project is approximately 50 percent complete. The Snake Creek Pumping Plant Discharge Pipeline contract is 80-90 percent complete. Work on the Bottineau Reservoir and Pump Station is ongoing.

The Minot WTP Phase III (Contract 7-1C) and the Souris Reservoir & Pump Station (Contract 4-4A/5-4A) projects are in the design phase. Reclamation continues working with the Department of Water Resources and Garrison Diversion in the planning of the permanent intake for NAWS at the SCPP.

Reclamation is collaborating with the Department of Water Resources and the City of Minot regarding the Operations & Maintenance agreement for the NAWS Biota WTP. Reclamation is in the process of executing a Cooperative Agreement between Reclamation and the Department



of Water Resources which will be the funding mechanism by which Reclamation can provide Federal funds for the Operations and Maintenance of the Biota WTP. This agreement will be executed by the end of Fiscal Year 2024. The Department of Water Resources and the City of Minot are working to establish a contract to reflect their roles in this effort.

### **Eastern North Dakota Alternate Water Supply (ENDAWS)**

Reclamation, Garrison staff, and Garrison's consultant are coordinating with the U.S. Fish and Wildlife Service on proposed pipeline routes. Discussions on this topic continue to ensure compliance with National Environmental Policy Act (NEPA) commitments. The purchase of easements for this project has been included in the Cooperative Agreement (R17AC00049) as an approved activity. Design has begun on pipeline alignment and location of facilities (intake, Biota plant, & pumping stations).

### **Southwest Pipeline Project**

The Department of Water Resources is working with the contractor on a claim filed and a path forward with this project.

### **Cooperative Agreement**

Reclamation and Garrison Diversion's working relationship for the State Municipal, Rural, and Industrial (MR&I) Program is defined by the terms of a Cooperative Agreement (R17AC00049). Eighteen modifications have been completed for this agreement for the purposes of adding construction projects, engineering projects, and/or obligating funds to the agreement.

Another Cooperative Agreement (R23AC00093) includes the design and construction tasks funded by Bipartisan Infrastructure Law (BIL) funding. Projects included in this agreement include the design and construction tasks associated with Phase II of the NAWs Biota WTP, the Bottineau Reservoir and Pump Station contract and the SSCP Discharge Pipeline. In January 2024 a modification was executed to add Fiscal Year 2024 BIL funding (\$2 million).

### **Buy America Waiver**

Reclamation has no further updates on the Buy America waiver.

## **Indian MR&I Program**

### **Standing Rock MR&I System**

The Tribe has awarded the Standing Rock Water Treatment Plant Membrane Equipment Procurement project to WesTech Engineering, Inc., from Salt Lake City, Utah, in the amount of \$1,033,556.51. These ceramic membranes will be used to increase the water treatment capacity of the Standing Rock Water Treatment Plant from 3 MGD to 5 MGD. Bartlett & West is the engineer for this project. Change Order No. 1 has been processed, upgrading clean in place (CIP) and backwash pumps and increased the contract by \$117,391.78 for a total contract price of \$1,150,948.29. Bartlett & West has designed and prepared plans and specifications for the installation of the procured membranes. The installation contract was bid on February 11, 2021, with no bidders. The Installation Contract was readvertised with a bid opening of March 16, 2021. The Installation Contract received three bids with the low bid coming from American General Contractors, Inc. of Valley City, North Dakota in the amount of

\$2,021,350.87. Notice to Proceed was issued on August 5, 2021. The Substantial Completion Date was March 31, 2022. Due to several of the construction supplies having long lead times, the Substantial Completion date was not met. The ceramic membranes were delivered to the Standing Rock Water Treatment Plant on November 16, 2021. Variable Frequency Drives (VFD) were delivered in December 2023. Contractors have been onsite working on commissioning the new ceramic membrane skid. With long lead times for the G3 modules and contractor availability, the final completion date has been extended to October/November.

Construction Contract Kenel to State Line project was bid on April 22, 2022, with Storms Construction as the only bidder. Storms Construction's bid of \$5,330,759.91 was \$253,080.09 lower than the engineer's estimate. Reclamation has a cost share in this project of \$144,500.00. The remaining funding was a U.S. Department of Agriculture (USDA) grant. This project includes installation of 54,013 feet of 6-inch Polyvinyl Chloride (PVC) Standard Dimension Ratio (SDR) 17 water main, 1,458 feet of 12-inch yellowed directional drilled casing, 4,845 feet of 6-inch high density polyethylene (HDPE) directionally drilled piping, 36 air release valve pits with 560 feet of 1-inch PE 250 psi piping, 1 inch corporation stops and 1 inch curb stops, 2 pressure reducing valve vaults, 18 6-inch gate valves, 13 1-inch stainless steel saddle with 1-inch corporation stop, 14 1-inch curb stops, 1,294 feet of 1-inch HDPE 250 psi, 1,120 feet of 1-inch HDPE 200 psi, 1 1/2-inch stainless steel saddle with corporation stop, 1 1/2-inch curb stop, 940 feet 1 1/2-inch PVC SDR 17, 15 meter pits, 6 2-inch flush hydrants, 100 feet of 1-inch HDPE non cased directional drilling, 1,000 feet of 2-inch HDPE non cased directional drilling, 7,200 feet of 4-inch PVC SDR 17, 4-inch gate valve, 4-inch flush hydrant, 85 feet of 8-inch yellowed bored casing, 388 feet of 4-inch yellowed bored casing and related materials and appurtenances. The pre-construction conference was held on August 4, 2022, and the notice to proceed was issued on August 10, 2022. The contract documents indicate the final completion date shall be no later than 250 calendar days after the notice to proceed. Storms Construction began installing the pipeline in August 2022. Storms Construction mobilized the first week of May 2023 and has continued installation of the rural water line through the summer. The lines have all been installed and the contractor completed installation of PRV vaults, disinfecting, flushing, and testing the lines in the fall. Items that remain include running power to the vaults, and landscaping and fencing around the vaults. Final inspection is anticipated to take place in the fall of 2024.

Contract 4-1 Schedule 2 was advertised, and bids were opened on May 8, 2024, with Carstenson Contracting Inc (CCI) the low bidder. CCI's bid of \$3,993,692.35 was \$222,059.76 lower than the second lowest bidder (Wagner Construction) and \$276,390.87 lower than the engineer's estimate. This project includes furnishing and installing approximately 126,670 feet of 2 inch through 4 inch diameter Polyvinyl Chloride (PVC) pipe, connections to 35 services, wet tap tie-ins, road and stream crossings and all other related appurtenances as required by the project drawings, specifications, and contract documents. The final completion date is on or before December 12, 2025. The pre-construction meeting is scheduled for September 11, 2024.

In March 2023, Reclamation awarded the Tribe \$10,548,561 of Infrastructure Investment and Jobs Act (IIJA) - Bipartisan Infrastructure Law (BIL) Aging Infrastructure (AI) funds. This Aging Infrastructure money funds five projects: Cannonball Asbestos Cement (AC) Pipe Replacement, Kenel AC Pipe Replacement, Master Meter Upgrades, Office and Shop Upgrades, and Wakpala Pipeline Relocation. Reclamation awarded the Tribe with \$8,173,321 in funding

for four Aging Infrastructure projects in Fiscal Year 2024: Fort Yates Mainline Replacement, Hilltop Tank, Chemical Feed Building Rehabilitation, and partially funded the Standing Rock Rural Water Area Meter Installation and Supervisory Control and Data Acquisition (SCADA) upgrades.

### **Spirit Lake MR&I System**

Preliminary design and right-of-way acquisitions continued on several projects including: Tokio Service Area, Service to Warwick School, and Warwick Service Area.

Fort Totten Community Upgrades' design has been completed by Indian Health Service (IHS). The project was bid in May 2022, after the Grant of Right of Way was received from the Bureau of Indian Affairs (BIA). The low bidder was Storms Construction with a bid of \$3,106,992.07. The pre-construction conference was held on October 21, 2022. Storms Construction began construction on May 8, 2023, fusing pipe for directional drilling. The final completion date for this contract is October 31, 2023. Indian Health Service has indicated the substantial completion date has been extended into 2024.

In March 2023, Reclamation awarded the Tribe \$2,192,370 of Infrastructure Investment and Jobs Act (IIJA) - Bipartisan Infrastructure Law (BIL) Aging Infrastructure (AI) funds. This Aging Infrastructure money funds four projects: Spirit Lake Office Upgrades, R5 Tank Access Road, Saint Michael Reservoir Recoat, Water Treatment Plant Access Road Repair.

Reclamation staff has continued to work with the Tribe's operators to help resolve operation and maintenance issues with the B6 Booster Station, the St. Michael control vault, the Water Treatment Plant and have continued working with North Dakota Game and Fish to explore service options to White Horse Hill Game Preserve.

Reclamation and the Tribe have met with the City of Warwick and the Tribe to discuss service to the city. Discussions have included locating a meter pit outside of town and Warwick securing funding to run a line from the city to the meter pit.

### **Fort Berthold Rural Water System (FBRWS)**

It is anticipated the Three Affiliated Tribes will reach their authorized DWRA construction ceiling in FY2025. Meaning, no funds would be obligated in FY2026 unless Congress re-authorizes DWRA with a new FBRWS ceiling and appropriates funds for FY2026.

Five potable water storage tanks were advertised and awarded in spring 2024, some are tribally funded. Construction started on three of the five; work should start soon on the other two.

In March 2023, Reclamation approved \$54.38 million of Aging Infrastructure (AI) funds for FBRWS, with another \$4.758 million approved in May 2024. On February 29, 2024, Region approved the Tribes' AI project pre-award costs incurred up to that date. Reclamation is working on the terms for the Public Law 93-638 AI contract. Although the Chairman signed the draft that was sent for the Tribes' review, that was just a draft, and the Tribe will need to sign the final version.

In July 2023, Reclamation conducted a Management Standards Review (MSR) on the Tribe, which is needed before entering a new contract. A draft MSR report was shared with the Tribe in October 2023; the final was sent on February 26, 2024. On July 2, 2024, Reclamation approved another 60-day extension to provide a corrective action plan (CAP) for the findings. The Tribe is working with their auditors to prepare an MSR CAP.

IHS has BIL funding for projects that Reclamation has AI funds for. Prior to being notified of the AI funding, the Tribe passed resolutions to pay for projects using their own funds. Those projects would use AI funds up to the amount authorized and within scope of the project.

Tribal funding is used for water projects if Dakota Water Resources Act (DWRA) construction funds are not available. Most Tribally funded projects are conducted in a manner that meet Federal requirements, making costs eligible for reimbursement if a new DWRA construction ceiling is authorized. Most Tribal projects have been paused until 2025.

The Programmatic Environmental Assessment (PEA) that was completed in January 2024 for the Phase III funding of design, construction, operation, and maintenance of water projects on Fort Berthold Rural Water System will be used on future FBRWS construction projects.

Reclamation will continue to submit the permit application to the U.S. Army Corps of Engineers (USACE) for temporary raw water intake(s) for MR&I purposes after the Tribe provides adequate information to do so.

### **Turtle Mountain Rural Water System**

Contract 3-2 Membrane Treatment Improvements - The membrane treatment project will address the formation of disinfection by-products caused by an organic component in the source ground water. Project re-advertised in September 2019, with two responsible bidders submitting bids, with apparent low bidder being approximately \$1 million over. Consultant negotiated with low bidder, and project was awarded in July 2020. Construction began fall 2020. A soft start-up was completed in December with some issues being addressed and full startup planned for April. Punch list fixes are being completed with substantial completion planned for September. The WTP was also awarded AI money to complete rehab in the existing portion of the plant (\$773,707). Most of this work has been completed.

Contract 2-4 Thorne Reservoir and Booster Station – This project includes the construction of a 500,000-gallon raw water reservoir and booster pumping station, which will help to meet pressure and quantity demands on the system and will increase the efficiencies of the well field pumps. This project was advertised spring 2020, with all bids being \$3 million plus above engineer's estimate. Consultant amended the Plans and Specifications, and re-advertised fall 2020. Negotiations with contractor took place with the project being awarded spring 2021. Project is near substantial completion but will be started up in conjuncture with the WTP expansion.

Contract 4-3 Belcourt Sewer and Water Phase 5 – This project will replace aging existing water and sewer lines within Belcourt. This project received \$4 million in AI Funding. It was advertised and awarded to Marion Contracting for \$6,335,487. Project is currently under construction.

In March 2023, Reclamation approved \$13.023 million of AI funds for TM, with another \$12.789 million approved in May 2024. The Tribe requested a PL 93-638 contract for the funds; a draft was provided, and this agreement is still being processed.

Approved AI Projects currently in design include: Raw Water Line Replacement Thorne to WTP (\$12 million), 3 Mile Road Watermain Replacement (\$1.85 Million), and HWY 3 BIA 8 Watermain Replacement (\$6 Million).

### **Trenton Indian Service Area**

The Hilltop Water and Sewer Replacement and Pressure Reducing Valve (PRV) Vault project was awarded to Teraflex Group, LLC for \$495,835 and construction work was started summer 2018. The project installed 2539 LF of water line and will replace the existing Booster Station B with a PRV to connect to the existing Western Area Water Supply mainline. User agreement with Western Area Water Supply was being negotiated, with work on the PRV to be completed after agreement was finalized. Trenton received a letter from the City of Williston stating they would be cutting of Trenton's bulk supply by April 15, but Williston went back on that shutoff date and Trenton is still using this as their supply. NWRWD has sent Trenton an agreement for them to provide the supply, but that agreement is not acceptable to Trenton. Trenton is working on resolving this issue with The City of Williston. They have planned some investigations to determine where the leak is, which is why Williston wanted to shut them off.

## **Principal Supply Works**

### **Repayment Contract**

Reclamation continues to collaborate with Garrison Diversion on the Municipal and Industrial (M&I) pricing for the capital repayment of the Garrison Diversion Unit Project. On June 29, 2022, Regional Director presented Garrison Diversion with a repayment cost of \$47,501 per cubic feet per second. Garrison Diversion did not accept the repayment cost presented and is coordinating with North Dakota congressional staff for protentional legislation. Reclamation and Garrison Diversion met on May 29, 2024, to further discuss the repayment cost of \$47,501 per cubic feet per second.

### **Snake Creek Pumping Plant**

Reclamation continues discussion with the U.S. Army Corps of Engineers on the Snake Creek embankment foundation concerns. Reclamation has signed to be a cooperating agency with the U.S. Army Corps of Engineers in preparing their Dam Safety Modification Study and National Environmental Policy Act (NEPA) Review. The preferred alternative removes the 43-foot reservoir restriction and focuses any future reservoir restrictions to be based on embankment performance data at the time. The Corps has drafted 30 percent design technical analysis of two of the structural plans that is separate from the Dam Safety Mod Study.

Further excavation of the cofferdam was introduced to the Corps of Engineers in late December as part of the Northwest Area Water Supply (NAWS) permanent intake. The NAWS intake installation would provide an opportunity to dredge the existing cofferdam from elevation 1795

to 1780. The application package was sent to the Corps of Engineers in July. Reclamation will be the lead agency for NEPA and prepared a Categorical Exclusion. A decision to award the alternative will likely be in December 2024.

### **McClusky and New Rockford Canals**

Reclamation and Garrison Diversion met on May 29 to discuss potential title transfer of New Rockford Canal. Costs were also provided to Garrison Diversion for the entire Garrison Diversion Unit principal supply works.

## **Irrigation**

### **Jamestown Dam**

Garrison Diversion is scheduled to spray noxious weeds, jet clean drains, and mow the week of September 16. Reclamation conducted the Annual Site Inspection on July 24, 2024.

Reclamation continues working to convey title of the ND Game and Fish District Headquarters facilities parcel of land to ND Game and Fish. Surveys, rezoning and public meetings were conducted over the last several months.

### **Turtle Lake and McClusky Canal Irrigation Areas**

Reclamation amended the project use power contract to include the 595 additional acres for the 2024 irrigation season. Total acres irrigation from the McClusky Canal are 7,842.6.

### **Standing Rock Irrigation Project**

Tribe's Fiscal Year 2023 Aging Infrastructure application through the Bipartisan Infrastructure Law funding for embankment stabilization geotechnical study at Eagle Unit was awarded. Tribe decided to modify existing 638 contract and started contract modification process.

Data collected will be used for evaluating permanent repair options of the embankment in the future. Tribe was selected for FY 24 BIL AI money for Fort Yates Powerline Replacement and elected to modify their existing agreement. Reclamation has worked with the Tribe and their irrigator to develop a long-term plan that addresses the future of their three irrigation units. This plan is being used to explore the availability of funds to complete their efforts.

Tribe's technical representative has moved to a different position and an acting assigned until Tribe finds her replacement.

## **Recreation Development**

### **Chain of Lakes**

The New Johns shoreline stabilization project has received a 404 permit and can begin work at any time. Slide repairs are taking priority. Traffic counters have been removed and analysis of this year's data is beginning. Campground host documentation is being processed.

## **North Dakota Natural Resources Trust**

No updates

## **Wildlife Program**

### **Lonetree**

No updates

### **Audubon**

The annual operation and maintenance review of the mitigation features is scheduled for October 23.

### **Arrowwood**

The annual operation and maintenance review of the mitigation features was conducted on August 28.

### **Scattered Tracts**

Fall Semi-annual meeting is scheduled for September 17, at 10 a.m. CT in Bismarck, North Dakota.

GARRISON DIVERSION CONSERVANCY DISTRICT						
MR&I Project Construction Report						
August 31, 2024						
Project	Current Funding			2024		Federal
	Federal MR&I Funding	MR&I Fund Expenditures	MR&I Fund Expenditures	MR&I Fund Expenditures	Total Expenditures	MR&I Funding Remaining
ENDAWS	\$ 3,870,000.00	\$ 819,076.12	\$ 255,480.43	\$ 1,074,556.55		2,795,443.45
NAWS-Biota Treatment Plant	\$ 60,874,495.85	\$ 52,542,365.41	\$ 4,570,859.75	\$ 57,113,225.16		3,761,270.69
NAWS-Westhope to Souris River (2-4B)	\$ 4,660,000.00	\$ 3,210,130.47		\$ 3,210,130.47		1,449,869.53
<b>Totals</b>	<b>\$ 69,404,495.85</b>	<b>\$ 56,571,572.00</b>	<b>\$ 4,826,340.18</b>	<b>\$ 61,397,912.18</b>	<b>\$ 8,006,583.67</b>	



**GARRISON DIVERSION CONSERVANCY DISTRICT  
MR&I BIL Agreement Project Construction Report  
August 31, 2024**

**Current Funding**

Project	Federal		Prior		2024		Total	Federal MR&I Funding Remaining
	MR&I Funding	MR&I Fund Expenditures	MR&I Fund Expenditures	MR&I Fund Expenditures	MR&I Fund Expenditures	Expenditures		
NAWS Biota WTP & Pump Station Ph 2 (7-2B/4-1B)	\$ 26,645,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	26,645,000.00
Bottineau Reservoir & Pump Station 4-4B/5-4B	\$ 7,400,000.00	\$ -	\$ -	\$ -	\$ 1,561,361.01	\$ 1,561,361.01	\$ 1,561,361.01	5,838,638.99
Snake Creek Discharge Pipeline (2-1E)	\$ 4,500,000.00	\$ -	\$ -	\$ -	\$ 505,428.78	\$ 505,428.78	\$ 505,428.78	3,994,571.22
Unallocated	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,000,000.00
<b>Totals</b>	<b>\$ 40,545,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,066,789.79</b>	<b>\$ 2,066,789.79</b>	<b>\$ 2,066,789.79</b>	<b>\$ 38,478,210.21</b>

# MUNICIPAL, RURAL AND INDUSTRIAL WATER SUPPLY PROGRAM

August 13, 2024

Alan Walter, Chairman  
Garrison Diversion Conservancy District  
PO Box 140  
Carrington, ND 58421-0140

RE: Federal MR&I Program – FY 2024 Funding – NAWS and ENDAWS

Dear Alan:

The United States Bureau of Reclamation (USBOR) has confirmed the remaining federal Municipal, Rural, and Industrial (MR&I) water supply program funding to reach the program ceiling is \$12,227,000. This amount is being provided through fiscal year (FY) 2024 funding. Project funds for North Dakota total \$10,700,000, with \$7,700,000 toward the Northwest Area Water Supply (NAWS) project (\$5,700,000 in Appropriation funding to Cooperative Agreement R17AC00049 and \$2,000,000 in BIL funding to Cooperative Agreement R23AC00093) and \$3,000,000 at 75 percent cost-share for continuing design on the Eastern North Dakota Alternate Water Supply Project (ENDAWS, Cooperative Agreement R17AC00049). Remaining FY 2024 funds have been designated by the USBOR for the North Dakota Natural Resources Trust in the amount of \$600,000 and for USBOR project administration in the amount of \$1,200,000. Also note, this request includes allocation of \$169,722 of additional FY 2023 funding for MR&I program administration.

Because the FY 2024 funding meets the total program ceiling, no further funding will be available without additional federal appropriation through new legislation. North Dakota's Congressional delegation continues to work with the state and tribal nations to move new legislation forward.

The NAWS Biota Water Treatment Facility was determined to be a 100 percent federal funding responsibility. FY 2024 funds should be sufficient to cover the remaining federal balance for the NAWS Biota Water Treatment Facility Phase I construction contracts.

This request was approved by the State Water Commission at their August 8, 2024 meeting. A State Municipal, Rural, and Industrial Water Supply Program Federal Funding Summary is attached.

**I recommend the Garrison Diversion Conservancy District approve the allocation of FY 2024 federal MR&I funding of \$10,700,000, with \$7,700,000 toward the NAWS project and \$3,000,000 toward the ENDAWS project. Also, I recommend allocation of FY 2023 funding of \$169,722 toward MR&I program administration. This approval is contingent on available funding, that the projects follow Federal MR&I Program requirements, and delegates to the Secretary the ability to move funds between project elements in order to facilitate efficient project completion.**

Sincerely,



Andrea Travnicek, Ph.D.  
Secretary



Water Commission | 1200 Memorial Highway | Bismarck, ND 58504 | 701.328.4989 | DWR.nd.gov


Garrison Diversion Conservancy District | PO Box 140 | Carrington, ND 58421 | 701.652.3194 | garrisondiversion.org

[mri@gdcd.org](mailto:mri@gdcd.org)

NORTH  
**Dakota** | Water Resources  
Be Legendary.

**MEMORANDUM**

**TO:** Governor Doug Burgum  
Members of the State Water Commission

**FROM:** Andrea Travnicek, Ph.D., Secretary 

**SUBJECT:** Federal MR&I Program – FY 2024 Funding

**DATE:** July 25, 2024

The United States Bureau of Reclamation (USBOR) has confirmed the remaining federal Municipal, Rural, and Industrial (MR&I) water supply program funding to reach the program ceiling is \$12,227,000. This amount is being provided through fiscal year (FY) 2024 funding. Project funds for North Dakota total \$10,700,000, with \$7,700,000 toward the Northwest Area Water Supply (NAWS) project and \$3,000,000 at 75 percent cost-share for continuing design on the Eastern North Dakota Alternate Water Supply Project (ENDAWS). Remaining FY 2024 funds have been designated by the USBOR for the North Dakota Natural Resources Trust in the amount of \$600,000 and for USBOR project administration in the amount of \$1,200,000. Also note, this request includes allocation of \$169,722 of additional FY 2023 funding for MR&I program administration.

Because the FY 2024 funding meets the total program ceiling, no further funding will be available without additional federal appropriation through new legislation. North Dakota's Congressional delegation continues to work with the state and tribal nations to move new legislation forward.

A state MR&I program funding summary is attached along with a Five-Year Plan for fiscal years (FY) 2024 to 2028 for your information and will be submitted to the USBOR for their use in estimating the state's capacity to expend funding. This request is to be considered by the Garrison Diversion Conservancy District at their August 2024 meeting.

**I recommend the State Water Commission approve the allocation of FY 2024 federal MR&I funding of \$10,700,000, with \$7,700,000 toward the NAWS project and \$3,000,000 toward the ENDAWS project. I also recommend allocation of FY 2023 funding of \$169,722 toward MR&I program administration. This approval is contingent on available funding, that the projects follow Federal MR&I Program requirements, and delegates to the Secretary the ability to move funds between project elements in order to facilitate efficient project completion.**

AT:jsp:ln:/0237-03/0237-04

CHANGE ORDER

Change Order No. 5

DATE OF ISSUANCE \_\_\_\_\_ EFFECTIVE DATE October 21, 2024

Owner: Garrison Diversion Conservancy District  
Contractor: Garney Companies  
Project: Red River Valley Water Supply Project, Transmission Pipeline East  
Owner's Contract No.: 5B  
Owner's Task Order No.: 5532

The Contract is modified as follows upon execution of this Change Order:

**Change Order Requests (CORs) Description:**

1. COR4-Bid Items 30 & 40 Quantity Adj <sup>1</sup>	<u>\$(28,300.00)</u>		
2. Bid Item 30 Remove/Stockpile Topsoil	<u>\$(13,200.00)</u>		
3. Bid Item 40 Remove/Stockpile Topsoil	<u>\$(14,700.00)</u>	8. COR11-Offsite Dewatering Disch; Apr, May	\$445,559.87
4. Remove/Stockpile Topsoil Unit Price Adj	<u>\$27,900.00</u>	9. COR14-Offsite Dewatering Disch; June '24	<u>\$91,390.40</u>
Subtotal	<u>\$(28,300.00)</u>	Subtotal	<u>\$536,950.27</u>
5. COR5-Road Maint, Repair, Dust Ctrl; '23	\$182,301.93	COR17-Ditch Cleaning	\$1,738.35
6. COR12-Road Maint & Repair; Apr, May '24	<u>\$(2,326.79)</u>	<u>COR18-Topsoil Maintenance</u>	<u>\$5,713.35</u>
7. COR15-Road Maint & Repairs; June '24	<u>\$24,206.80</u>	Grand Total	\$720,283.91
Subtotal	<u>\$204,181.94</u>		

Note 1: Unit prices for bid items 30 and 40 are increased to account for the reduced quantity of work at a higher price. The extended amounts for Bid Items 30 and 40 after this unit price change, however, remain the same as originally bid.

**Attachments:** Garney COR Nos. 5, 11, 12, 14, 15, 17, and 18.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$45,961,700.00

Increase from previously approved Change Orders No. 1 to 4:

\$937,355.88

Contract Price prior to this Change Order:

\$46,899,055.88

Increase of this Change Order:

\$720,283.91

Contract Price incorporating this Change Order:

\$47,619,339.79  
(3.6% Increase Over Original Contract Price)

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:

Substantial Completion: September 30, 2023  
Ready for final payment: November 29, 2023  
(days or dates)

Increase from previously approved Change Orders No. 1 to No. 4:

Substantial Completion: 85  
Ready for final payment: 85  
(days)

Contract Times prior to this Change Order:

Substantial Completion: December 24, 2023  
Ready for final payment: February 22, 2024  
(days or dates)

No change this Change Order:

Substantial Completion: 0  
Ready for final payment: 0  
(days)

Contract Times with all approved Change Orders:

Substantial Completion: December 24, 2023  
Ready for final payment: February 22, 2024  
(days or dates)

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Section 00 11 16

## INVITATION TO BID

Date: September 23, 2024

Sealed Bids will be received by Garrison Diversion Conservancy District (Owner) at its Headquarters, 401 Hwy 281 NE, mailing address PO Box 140, Carrington, ND 58421 until 2:00 p.m., local time, on October 23, 2024, for the Red River Valley Water Supply Project, Transmission Pipeline East, James River to McKinnon Twp, Foster County, ND, Task Order 5560, Contract 6A.

At said place and time, and promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud.

The proposed Work is generally described as follows:

Construction of approximately 4.8 to 7.1 miles of 72-inch diameter steel water pipeline including one 96-inch diameter trenchless road crossing and one 72-inch main line butterfly valve. Strict segregation and stockpiling of topsoil and subsoil for pipe installation will be required. The work also includes an impressed current pipeline corrosion protection system, pipeline appurtenances, and all other work specified or shown on the Drawings.

All Bids must be in accordance with the Bidding Documents on file with Garrison Diversion Conservancy District, 401 Hwy 281 NE, mailing address PO Box 140, Carrington, ND 58421.

The contact person for administrative questions with Garrison Diversion is Ms. Stacey Gussiaas at 701-652-3194 or email at [staceyg@gdcd.org](mailto:staceyg@gdcd.org). For technical bidding document interpretations and clarifications, the contact person is Mr. Kip Kovar, District Engineer, at 701-652-3194 or [kipk@gdcd.org](mailto:kipk@gdcd.org).

Prospective Bidders may examine the Bidding Documents at Owner's office or the office of Black & Veatch Corporation, 8400 Ward Parkway, mailing address PO Box 8405, Kansas City, MO 64114, Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. local time.

Complete digital Bidding Documents are available for download at [www.questcdn.com](http://www.questcdn.com). You may download the digital documents for \$50 by inputting Quest Project No. 8550074 on the website's project search page. Contact [QuestCDN.com](http://QuestCDN.com) at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free registration, downloading, and working with this digital project information.

Digital documents may also be obtained directly from the Owner at a cost of \$75.

Charges for digital Bidding Documents are not refundable.

Direct all questions regarding distribution of Bidding Documents or the Project's design to the Owner. Only responses issued via Addenda are binding.

Neither Owner nor Engineer has any responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the sources indicated in these documents. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the sources listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

The bidder shall be licensed for the full amount of the bid as required by section 43-07-12 of the North Dakota Century Code (NDCC). Bids that do not fully comply with requirements of NDCC 48-01.2-05 are considered deficient and will be resealed and returned to the bidder immediately.

The Owner reserves the right to reject any and all bids and rebid the project until a satisfactory bid is received.

Bids will be received on a unit price basis; bid security must accompany Bid.

All Bids will be made based on cash payment for such work and materials. All Bidders are invited to be present at the public opening of the Bids. The Owner reserves the right to hold the three lowest Bids for a period of 45 days after the date of the Bid opening to complete financial arrangements.

The Successful Bidder will be required to furnish a construction performance bond and a construction payment bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the Contract.

If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the number of days set forth in the Bid Form for acceptance of the Bid.

Garrison Diversion Conservancy District  
Duane DeKrey, General Manager

End of Section



**RED RIVER VALLEY  
WATER SUPPLY PROJECT**



## 2023 to 2025 Biennium Work Plan

(\$240 mil Total Funding: \$180 mil State; \$60 mil Local Users)

September 5, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
	<b>Garrison Diversion Conservancy District Budget</b> Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.		GDCD				\$ 2.50	\$ 1.87	\$ 0.63			
	<b>Property, Easements, and Crop Damage Payments<sup>4</sup></b> Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners. Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.			RRVWSP			\$ 2.21	\$ 1.66	\$ 0.55			
	<b>Transmission Pipeline East Contract 5C</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Jul-23	Prof Svcs Const, 2026 Fin							\$ 5.64	\$ 4.23	\$ 1.41
	<b>Transmission Pipeline East Contract 5D</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.	Jul-23 Oct-23	Prof Svcs Const, 2026 Fin							\$ 5.47	\$ 4.10	\$ 1.37
	<b>RRV Transmission Pipeline Contract 6A</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.	Jul-23 Oct-24	Prof Svcs Const, 2027 Fin							\$ 5.47	\$ 4.10	\$ 1.37
	<b>ENDAWS Transmission Pipeline Contract 3</b> Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.	Aug-23	ENDAWS	\$ 3.06	\$ 2.30	\$ 0.76				\$ 45.00	\$ 33.75	\$ 11.25



## 2023 to 2025 Biennium Work Plan

(\$240 mil Total Funding: \$180 mil State; \$60 mil Local Users)

September 5, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
7.	Transmission Pipeline East Contracts 4A and 4B Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).	27± mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdsfield at HBTs.	Feb-24	Prof Svcs	\$	7.19	\$ 5.39	\$ 1.80	\$	7.19	\$ 5.39	\$ 1.80	
8.	RRV Transmission Pipeline Contract 7 Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).	14± mi of 72" pipeline, including several 96" tunnels. Pipeline extends from the east end of Contract 6B to the outfall on the Sheyenne River southeast of Cooperstown.	Aug-23	Prof Svcs	\$	2.93	\$ 2.20	\$ 0.73	\$	2.93	\$ 2.20	\$ 0.73	
56	McClusky Canal Intake and Pumping Station Scope: Conceptual and preliminary design of an intake and pumping station at the McClusky Canal. Need: Preliminary designs are necessary so site acquisition can begin and final design can commence when land is secured.	Siting: passive intake screens, pumping station similar to MRI, and utility extension design can begin for new facility to be located near McClusky, ND.	Feb-24	Prof Svcs	\$	0.76	\$ 0.57	\$ 0.19	\$	0.76	\$ 0.57	\$ 0.19	
10.	Biota Water Treatment Plant and Main Pumping Station Scope: Conceptual and preliminary designs for a Biota WTP and Main Pumping Station, including hydraulic surge facility. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Feb-24	Prof Svcs	\$	2.88	\$ 2.16	\$ 0.72	\$	2.88	\$ 2.16	\$ 0.72	
11.	Hydraulic Break Tanks Scope: Preliminary design of above-ground tanks and associated facilities at or near the continental divide. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.	Two 5 MG above-ground storage tanks and accessories, site piping and valves, monitoring, and utility extensions necessary for a new greenfield site.	Feb-24	Prof Svcs	\$	0.38	\$ 0.28	\$ 0.10	\$	0.38	\$ 0.28	\$ 0.10	
12.	PMIS Annual Licenses & Continued Maint/Upgrades Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for voluminous amount of construction related documents.	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of contractors/ subcontractors and workflow/report additions and modifications.	Feb-24	Vend & Prof Svcs	\$	0.49	\$ 0.37	\$ 0.12	\$	0.49	\$ 0.37	\$ 0.12	
13.	Prj Mgmt to Support Larger Spend and Expanded Team Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Division. Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Aug-23	Prof Svcs	\$	0.66	\$ 0.50	\$ 0.16	\$	0.66	\$ 0.50	\$ 0.16	





## 2023 to 2025 Biennium Work Plan

(\$240 mil Total Funding: \$180 mil State; \$60 mil Local Users)

September 5, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>							
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%					
14.	<b>Outreach, Ping, and Design to Secure User Commitments</b> Scope: User briefings and necessary support, including conceptual designs, to secure project commitments. Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Aug-23	Prof Svcs	\$			\$	1.70	\$ 1.28	\$ 0.42							
15.	<b>Operational Planning and Asset Management Phase 3</b> Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24	Prof Svcs	\$			\$	0.47	\$ 0.35	\$ 0.12							
57	<b>Financial Planning Support</b> Scope: Continue to refine the financial model and provide scenarios as required to support users and the program. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Aug-23	Prof Svcs	\$			\$	0.59	\$ 0.44	\$ 0.15		57					
17.	<b>Additional End User Outreach</b> Scope: Branch pipeline conceptual designs and other consulting assistance to potential end users. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Conceptual designs and other consulting support to support end user understanding of core pipeline and applicable branch pipeline CapEx necessary to secure MOU signatures.	Oct-24	Prof Svcs	\$			\$	0.75	\$ 0.56	\$ 0.19							
18.	<b>Contingency</b> Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs. Need: Address and pay for changes that are sure to occur.	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	N/A	GDCCD	\$	0.60	\$ 0.45	\$ 0.15	\$	0.37	\$ 0.28	\$ 0.09	\$	9.26	\$	6.94	\$	2.32
					\$	10.17	\$	7.63	\$	2.54	\$	20.64	\$	15.48	\$	5.16	\$	209.19

**Notes:**

1. Construction costs include management, engineering services during construction, inspection, field quality control, and construction.
2. Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.
3. Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are **NOT** shown.
4. Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damage, and field obstructions. Estimates include pipeline easements required for the ENDAWS east/west pipeline (none are secured at this point) and remaining easements from the Hydraulic Break Tanks to the Sheyenne River Outfall (25% remain mostly in Wells County).
5. Items appearing in blue bold are progressing with task orders and contracts issued to the engineering team and contractors, respectively. Items appearing in blue italics have been updated to reflect adjustments made for actual amounts contracted. Items shown in black text are pending.



September 4, 2024

Senator Joe Manchin, Chairman  
 Senator John Barrasso, Ranking Member  
 US Senate Committee on Energy & Natural Resources  
 304 Dirksen Senate Building  
 Washington, DC 20510

Chairman Manchin, Ranking Member Barrasso, and members of the United States Senate Committee on Energy and Natural Resources:

We thank you for your leadership and ask for your support of Dakota Water Resources Act (DWRA) reauthorization legislation. On behalf of the North Dakota Department of Water Resources, Garrison Diversion Conservancy District, Lake Agassiz Water Authority, and North Dakota Rural Water Systems Association, we appreciate your consideration of this request. More specifically, and as outlined in this letter, we are respectfully requesting \$687 million for state water supply needs, and \$743 million for Tribal water supply needs (see attached) be included in DWRA reauthorization legislation. This letter provides background on DWRA, detailed information on the projects included in the state's \$687 million request, and support for Tribal water supply needs.

To understand the critical importance of DWRA reauthorization to North Dakota, it is first necessary to understand the purpose and background of previous legislation, as well as the continued challenges in providing reliable and high-quality water for our citizens. From a historical perspective, the Rivers and Harbors Act of 1935 and the Flood Control Act of 1944 authorized construction of six mainstem dams on the Missouri River, leading to the completion of the Garrison Dam in North Dakota in 1953. For the more than 560,000 acres in North Dakota flooded by Garrison and Oahe Dams (Lake Sakakawea and Lake Oahe), Congress passed legislation as partial compensation and to mitigate long term impacts to the state and Tribal Nations located in the state.

With regard to compensatory legislation, in 1986, the Garrison Reformulation Act (GRA) authorized a federal Municipal, Rural, and Industrial (MR&I) water supply grant program to assist North Dakota with the development of critical water infrastructure. Fourteen years later, Congress passed the Dakota Water Resources Act of 2000, amending the 1986 GRA. Included in the DWRA of 2000 was a \$200 million increase in MR&I program funding and \$200 million for Tribal water supplies (both indexed for inflation), as well as \$200 million through loans to develop a project that would meet water supply needs in North Dakota's Red River Valley, which

never materialized. In FY 2024, North Dakota received its final allocation as part of the original DWRA – two dozen years after the original authorization.

Two progressing regional water supply systems relying on MR&I funding are the Northwest Area Water Supply (NAWS) project and the Eastern North Dakota Alternate Water Supply (ENDAWS) project, a component of the Red River Valley Water Supply Project. Both projects are currently under construction, and when completed, will provide high quality, drought resilient water supplies to approximately 60% of North Dakota's water users in northern, central, and eastern regions of our state. Another regional water supply system that has been in place for decades, but has also utilized MR&I funding is the Southwest Pipeline Project (SWPP). SWPP currently serves 58,000 water users, or just over 7% of North Dakota's population in the southwest region of our state. With continued growth and requirements for additional water comes additional financial need through the MR&I program for the SWPP as well.

To address long-standing water quality and quantity problems experienced by residents of northern North Dakota, the NAWS project was authorized by the GRA of 1986 and the DWRA of 2000 under the MR&I grant program. The general purpose of NAWS is to transport abundant Missouri River system water from Lake Sakakawea to a biota water treatment plant (BWTP) before it is piped across the continental divide to Minot, where it will then be treated again before distribution. Construction of NAWS began in 2002, with the main transmission line and associated features built between the city of Minot and Lake Sakakawea. Later in 2002, lawsuits were initiated, delaying the project for years. The District Court ruled in favor of the project in 2017, and that decision was upheld by the Appellate Court in 2019 - ending 17 years of litigation. Since 2019, construction on the NAWS project is back underway with the construction of pipelines, storage reservoirs, pump stations, and water treatment plants.

When completed, it is estimated the total cost of the NAWS project will be about \$440 million. To date, over \$350 million has already been invested, with approximately \$176 million of that total in federal funds. It is important to note, because of Boundary Waters Treaty of 1909 requirements, NAWS has been required to construct the BWTP, which is the first and only one of its kind in the country. This has added additional project costs that were not envisioned when NAWS, and ENDAWS for that matter, were originally planned. As such, BWTP costs are 100 percent the responsibility of the federal government. However, because no federal authorization has been directed specifically for that purpose, North Dakota and the federal government have been forced to use MR&I program funds for Phase I BWTP efforts with about \$59 million in federal funding reimbursements to date, which could have been used for other critical water supply needs. Phase II/III expansion of the BWTP are anticipated to cost approximately \$50 million.

For this reason, we are requesting \$120 million be included in DWRA reauthorization legislation to account for BWTP-related costs, as well as MR&I program funding utilized for study and administrative costs incurred by the US Bureau of Reclamation as necessitated by Boundary Waters Treaty requirements.

The drought-prone Red River in North Dakota is the primary water source for North Dakota's most populated region. Studies show a severe drought, similar to that of the 1930s, will likely repeat by the year 2050. In this event, water supplies in the Red River Valley would be insufficient, and would result in an economic impact of over \$33 billion.

The Red River Valley Water Supply Project (RRVWSP) is needed to mitigate against drought conditions that would cause costly shortages, foster economic development by meeting municipal, rural, and industrial water demands, and promote environmental sustainability with continued growth and industrial development in the region.

ENDAWS, a component providing a bulk water supply to the RRVWSP, is the solution to providing central and eastern North Dakota with a reliable supply of quality water. This component will include the construction of infrastructure to provide up to 165 cubic feet per second (cfs) of water from the McClusky Canal. Water will be delivered through a buried pipeline along a northern route and connected with the main transmission pipeline of the originally-planned RRVWSP. The supplemental and emergency water supply will benefit approximately 50% of ND's population, and is also able to serve communities in western Minnesota if needed.

The \$454 million request for ENDAWS will enable the development of 32 miles of 72-inch main transmission pipeline, an intake on the federal Garrison Diversion Unit McClusky Canal, a biota water treatment plant meeting the Boundary Waters Treaty Act of 1909 regulations, a main pump station, and hydraulic break tanks for the ENDAWS project.

For the SWPP, \$50 million is requested to support the advancement of several projects. The first being the new Southwest Water Treatment Plant (SWTP) expansion project in Dickinson, North Dakota. This project includes the expansion of the 6 million gallon/day (MGD) SWTP to its ultimate capacity of 18 MGD and will allow the retirement of the existing 60-70 year-old City of Dickinson 12 MGD water treatment plant. In addition, main transmission line improvements, strategic hydraulic improvements in multiple service areas, and rural distribution system improvements are planned to support growing water needs in southwest North Dakota.

Additionally, \$63 million is requested to expand rural water systems. North Dakota's rural water systems provide a safe, reliable, high-quality, and affordable water supply to residents, farms, industries, subdivisions, and small communities within the state. Further developing rural water projects across North Dakota is vital in maintaining rural economies by keeping individuals, families, and businesses in rural communities which are the backbone of our state. To meet the growing statewide rural water needs, additional funding is needed to solve water quality and quantity issues. A 2022 study indicated that nearly \$460 million will be needed to meet the 10-year funding need of state rural water projects with an additional \$1 billion needed over the next 20 years. Without significant federal assistance, many systems could not reasonably afford to bring water to people in desperate need and could not comply with the myriad of complex water quality rules and regulations in place.

In addition to the aforementioned financial needs of the State of North Dakota, we also believe the critical water supply needs of Tribal Nations with which we share geography and history should also be realized. As such, we support the \$743 million request from Tribal Nations to be included in DWRA reauthorization legislation.

As part of the \$743 million request for Tribal water supplies, there are critical water infrastructure needs in all of the reservations for which North Dakota shares geography. Project needs are related to water treatment, storage, and distribution – including to areas that today, in 2024, are still hauling water to residents that don't have clean and safe drinking water supplies.

Therefore, as identified by each of the Tribal Nations, we support \$275 million for the Mandan, Hidatsa and Arikara Tribe; \$240 million for the Standing Rock Sioux Tribe; \$118 million for the Spirit Lake Sioux Tribe; \$98 million for the Turtle Mountain Band of Chippewa; and \$12 million for the Sisseton-Wahpeton Oyate Tribe.

We appreciate your consideration of this request to provide funding for crucial water infrastructure that supports advancement of reliable, clean, and sustainable water supplies for the people of North Dakota.

Sincerely,



Andrea Travnicek, Ph.D.  
Director  
ND Department of Water Resources



Duane Dekrey  
General Manager  
Garrison Diversion Conservancy Dist.



Mayor Tim Mahoney  
Chairman  
Lake Agassiz Water Authority



Eric Volk  
Executive Director  
ND Rural Water Systems Assoc.

Attachment: ND MR&I Program Proposal

# ND MR&I WATER SUPPLY PROGRAM

## FEDERAL AUTHORIZATION PROPOSAL

	Budget Request
Municipal, Rural, and Industrial	
Eastern North Dakota Alternative Water Supply	\$454M
Northwest Area Water Supply	\$120M
Southwest Pipeline Project	\$50M
Rural Water Systems	\$63M
<b>State MR&amp;I Total</b>	<b>\$687M</b>
<b>STATE</b>	
Mandan, Hidatsa & Arikara Nation	\$275M
Standing Rock Sioux Tribe	\$240M
Spirit Lake Sioux Tribe	\$118M
Turtle Mountain Band of Chippewa	\$98M
Sisseton Wahpeton Oyate	\$12M
<b>Tribal MR&amp;I Total</b>	<b>\$743M</b>
<b>TRIBAL</b>	



North Dakota Total

**\$1.4B**



GARRISON DIVERSION  
CONSERVANCY DISTRICT  
P.O. BOX 140  
CARRINGTON, N.D. 58421  
(701) 652-3194  
gdcd@gdcd.org  
www.garrisondiversion.org

August 29, 2024

Via email: [cenwo-planning@usace.army.mil](mailto:cenwo-planning@usace.army.mil)

US Army Corps of Engineers, Omaha District  
CENWO-PMA-C  
ATTN: Snake Creek DSMS  
1616 Capital Avenue  
Omaha, NE 68102-4901

**RE: Garrison Diversion Conservancy District Comments on the 30% Design Documentation Report for the Snake Creek Dam Safety Modification Study**

To whom it may concern:

Please accept these comments on the 30% Design Documentation Report for the Snake Creek Dam Safety Modification Study (DSMS), that was provided to GDCD on August 22, 2024.

We organized our comments into two categories. The first set of comments is based on the USACE responses provided on August 4, 2024, to the May 18, 2024 comments GDCD made on the DSMS. The second set of comments pertains to the 30% Design Documentation Report and associated PowerPoint presentation.

**Follow-up Comments to the USACE DSMS, dated August 4, 2023 and May 18, 2023, Comments**

We are starting with these comments because they set the context for our second set of comments. The DSMS provides the factual assessment of the Snake Creek Embankment and the more subjective interpretation of risk. As we noted in our previous comments, the interpretation of risk and methodology used to calculate the water supply benefit is very important to the RRVWSP stakeholders. We appreciate the acknowledgement of errors/discrepancies in the draft DSMS (USACE responses to GDCD comments 1, 2, 3, 4, and 9) and the willingness of USACE to correct them. It has been 15 months since we provided these comments and 12 months since we received your response. Given the importance of the DSMS to the State, GDCD requests that it be revised and completed before the Spring of 2025.

- 1) Comment 1. While we are waiting for the final DSMS, we need to communicate to our stakeholders the risk of its water supply being interrupted. Our understanding of that risk is that the current 1% AnEP for Lake Sakakawea is EL 1790 feed LPD and at this elevation, there is a 10% probability of having to draw down the Lake Audubon water levels to protect the Snake Creek Embankment. Thus, in any year, there is a 1/1000 chance that a drawdown would occur in Lake Audubon beyond the normal operating range. Please confirm our understanding of your response to our comments.

August 29, 2024

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- 2) Comment 2. Critical for Garrison Diversion to deliver contracted water, what is the probability in any one-year Lake Audubon will drop below 1843?
- 3) Comment 3. The following figure shows the relationship between the Snake Creek Embankment and the McClusky Canal. While the clarifications to risk provided in Comment 1 are helpful, it is recognized that before that water level drops to 1790 feet, the flow of water into the Snake Creek Pumping Station will be impeded by the coffer dam that was not removed after construction. GDCD requests that USACE provide plans and guidance for how the coffer dam can be removed (See related comment in the next section of this letter).
- 4) Comment 4. While GDCD continues to seek a permanent solution, we understand that partial and interim solutions could provide an important and lower cost options that would lower the risk of an interruption to the RRVWSP water supply. On page 8 of the May 18 letter, GDCD requested that “appropriate interim construction measures such as relief wells, sandbag rings, and a seepage berm be fully developed and included in the revised Water Control Manual.” The USACE replied that “description of interim measures including relief wells, sandbag rings, and seepage berm construction will be described in the pending monitoring and surveillance plan update.” A major drought that would significantly drop Lake Sakakawea levels would likely take years to develop and there would be opportunities to implement additional interim measures. While the 30% Design Report discussed seepage blanket/berm construction, we continue to seek the written documentation of how other and less costly solutions could provide significantly less costly while still important risk reduction measures. Such documentation would provide RRVWSP stakeholders with the assurance of additional options which could be implemented during a drought.
- 5) Comment 5. Previous comment future Industry will be reluctant to sign up for interruptible water service. Most of the ground water in ND is fully appropriated without ENDAWS significant industry development is not possible. ENDAWS is not only a drought supply it is also full replacement for municipal systems and the only source for some Industry development.

#### **Comments on the 30% Design Report**

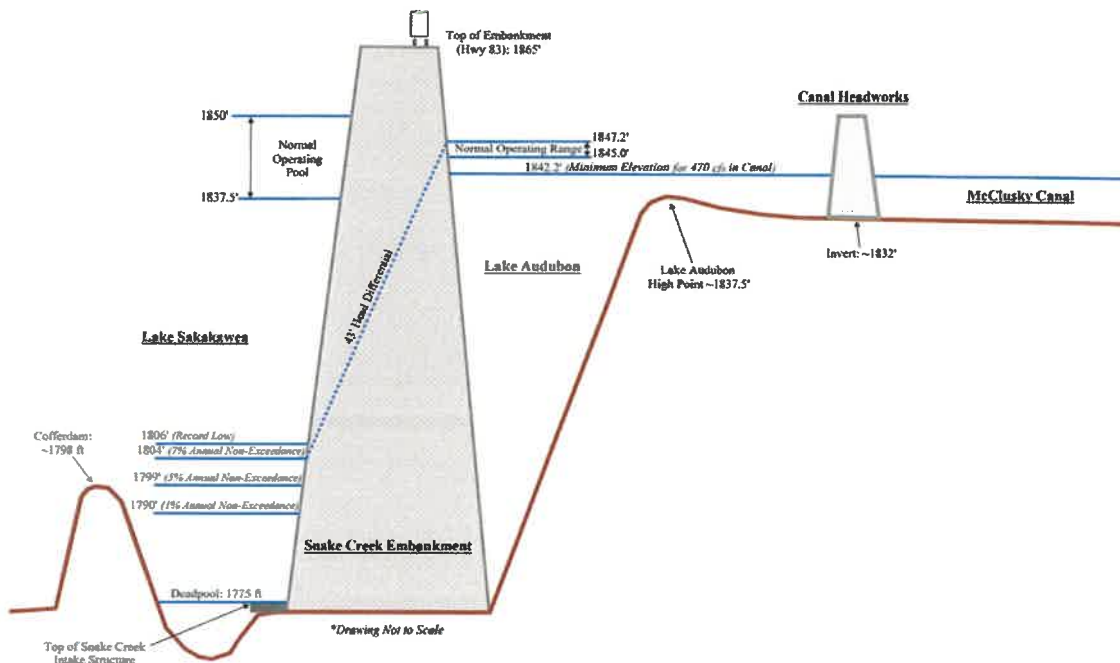
- 1) Comment 1. The verbal presentation and associated graphics added clarity to the written report. GDCD requests that those graphics be added to the final version of the report.
- 2) Comment 2. As noted above, the coffer dam will need to be removed and its removal is independent of any other mitigation decision. Page 18 notes that the coffer dam will be removed to an elevation of 1880 for the downstream blanket RMP. GDCD requests that the removal of the coffer dam and its costs be presented as a separate action that could be undertaken regardless of other actions.



August 29, 2024

Page 3

- 3) Comment 3. On page 16, it is stated that "The design includes a blanket with the trench to provide an area for the flows collected by the trench to be dissipated. While it is possible a similar result could be obtained with relief wells, a continuous trench with a large outlet area provides greater long-term reliability." GDCD agrees with the statement about the long-term reliability of a continuous trench, but this statement re-enforces previous comments GDCD has made regarding the importance of relief wells as providing a lower cost and important risk reduction potential.
- 4) Comment 4. Section 5.2.1 Existing Conditions. 30 Percent Design Documentation Report page 15 appears the South Valley was used by the USACE for a borrow site. Seems USACE would be responsible for this area.
- 5) GDCD requests more clarity in the presentation of the final cost estimates so they can be used to seek additional funding.
- 6) GDCD requests that the report conclude with which structural fix would be recommended to serve as a basis for seeking future funds.
- 7) GDCD requests alternate alignment for the cutoff wall; upstream or downstream temporary bench reducing utility interruption.



Respectfully,

Kip Kovar  
District Engineer

The following minutes are in draft form subject to review and approval by the Executive Committee at its next meeting.

24-166

**GARRISON DIVERSION CONSERVANCY DISTRICT  
EXECUTIVE COMMITTEE  
SPECIAL MEETING**

**VIDEO CONFERENCE**

**October 16, 2024**

A special meeting of the Executive Committee of the Garrison Diversion Conservancy District was held by conference call on October 16, 2024. The meeting was called to order by Chairman Walter at 3:02 p.m.

**DIRECTORS PARTICIPATING**

Chairman Alan Walter  
Vice Chairman Jay Anderson  
Second Vice Chairman Greg Bischoff  
Director Dave Anderson  
Director Geneva Kaiser  
Director Larry Kassian  
Director Bill Ongstad  
Director Brian Orn  
Director Mike Tweed  
Acting Secretary Kip Kovar

**DIRECTORS ABSENT**

Director Ken Vein

**OTHERS PRESENT**

Garrison Diversion staff and legal counsel participated. A registration sheet is attached to these minutes as Annex I.

**EXECUTIVE SESSION**

Chairman Walter asked for a motion to enter into Executive Session to discuss the status and negotiations with remaining landowners currently in litigation within Red River Valley Water Supply Project (RRVWSP) pipeline Segments 4, 6 and 7 with legal counsel.

**Motion by Director Orn to enter Executive Session to discuss the status and negotiations with remaining landowners currently in litigation within Red River Valley Water Supply Project (RRVWSP) pipeline Segments 4, 6 and 7 with legal counsel. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Kassian, Orn, Ongstad, Tweed and Walter. Those voting nay: none. Absent and not voting: Vein. Motion carried.**

*Executive Session began at 3:05 p.m.*

**Motion by Vice Chairman Bischoff to end Executive Session. Second by Director D. Anderson. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Kassian, Orn, Ongstad, Tweed and Walter. Those voting nay: none. Absent and not voting: Vein. Motion carried.**

***Executive Session ended at 3:52 p.m.***

**Motion by Second Vice Chairman Bischoff to authorize counsel to offer to pay Dennis and Frances Walen and Tim and Debra Soma either: 1) the appraised value of the easement per the appraisal report of Garrison Diversion's appraiser Leirness or 2) \$1,350 per easement acre and \$850 per easement acre legislative bonus for a total of \$2,200 per easement acre, whichever is greater of the two, plus the amount of a five-year crop damage payment that is graduated and based on the expert's recommendation in terms of the amounts and yields and 3) up to \$31,000 to Dennis and Frances Walen and up to \$49,000 to Tim and Debra Soma for attorney and appraisal fees to resolve eminent domain litigation and obtain easements. In addition, motion is subject to consultation with Lake Agassiz Water Authority leadership. Second by Vice Chairman J. Anderson. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Kassian, Ongstad, Orn, Tweed and Walter. Those voting nay: none. Absent and not voting: Vein. Motion carried.**

**Motion by Director Anderson to adjourn the meeting. Second by Director Orn. Upon voice vote, motion carried.**

The meeting adjourned at 3:57 p.m.

(SEAL)

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Alan Walter, Chairman

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Kip Kovar, Acting Secretary

**REGISTRATION**  
SPECIAL MEETING  
EXECUTIVE COMMITTEE  
Garrison Diversion Conservancy District  
October 16 , 2024

NAME	ORGANIZATION
<i>Jesse Schaper</i>	<i>GDCD</i>
<i>Stacey Cussias</i>	<i>GDCD</i>
<i>Muri. Muri</i>	<i>GDCD</i>
<i>JP Kom</i>	<i>GDCD</i>
On-Line	
Alan Walter	Garrison Diversion
Jay Anderson	Garrison Diversion
Greg Bischoff	Garrison Diversion
Dave Anderson	Garrison Diversion
Geneva Kaiser	Garrison Diversion
Larry Kassian	Garrison Diversion
Brian Orn	Garrison Diversion
Kelly Klosterman	Garrison Diversion
Tami Norgard	Vogel Law Firm
RJ Pathroff	Vogel Law Firm
Bill Ongstad	Garrison Diversion
Kimberly Cook	Garrison Diversion

The following minutes are in draft form subject to review and approval by the Executive Committee at its next meeting.

24-169

**GARRISON DIVERSION CONSERVANCY DISTRICT  
EXECUTIVE COMMITTEE  
SPECIAL MEETING**

**VIDEO CONFERENCE**

**October 22, 2024**

A special meeting of the Executive Committee of the Garrison Diversion Conservancy District was held by conference call on October 22, 2024. The meeting was called to order by Chairman Walter at 12:00 p.m.

**DIRECTORS PARTICIPATING**

Chairman Alan Walter  
Vice Chairman Jay Anderson  
Second Vice Chairman Greg Bischoff  
Director Dave Anderson  
Director Larry Kassian  
Director Bill Ongstad  
Director Brian Orn  
Director Ken Vein  
Duane DeKrey, Secretary

**DIRECTORS ABSENT**

Director Geneva Kaiser  
Director Mike Tweed

**OTHERS PRESENT**

Garrison Diversion staff and legal counsel participated. A registration sheet is attached to these minutes as Annex I.

**EXECUTIVE SESSION**

Chairman Walter asked for a motion to enter into Executive Session to discuss the status and negotiations with remaining landowners currently in litigation within Red River Valley Water Supply Project (RRVWSP) pipeline Segments 6 and 7 with legal counsel.

**Motion by Director Vein to enter Executive Session to discuss the status and negotiations with remaining landowners currently in litigation within Red River Valley Water Supply Project (RRVWSP) pipeline Segments 6 and 7 with legal counsel. Second by Second Vice Chairman Bischoff. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kassian, Ongstad, Orn, Vein and Walter. Those voting nay: none. Absent and not voting: Kaiser and Tweed. Motion carried.**

***Executive Session began at 12:03 p.m.***

**Motion by Director Kassian to end Executive Session. Second by Vice Chairman J. Anderson. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kassian, Orn, Ongstad, Tweed, Vein and Walter. Those voting nay: none. Absent and not voting: Kaiser and Tweed. Motion carried.**

***Executive Session ended at 12:49 p.m.***

**Motion by Director Vein to adjourn the meeting. Second by Director Kassian. Upon voice vote, motion carried.**

The meeting adjourned at 12:49 p.m.

(SEAL)

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Alan Walter, Chairman

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Duane DeKrey, Secretary

**REGISTRATION**  
SPECIAL MEETING  
EXECUTIVE COMMITTEE  
Garrison Diversion Conservancy District  
October 22, 2024

NAME	ORGANIZATION
<i>Lisa Schaper</i>	<i>GDCD</i>
<i>Kambaly Cook</i>	<i>GDCD</i>
<i>Stacey Gubbias</i>	<i>GDCD</i>
<i>Meri M. n. h</i>	<i>GDCD</i>
<i>KP Kvm</i>	<i>GDCD</i>
<i>J. wane O. Kuy</i>	<i>GDCD</i>
On Line	
Kelly Klosterman	Garrison Diversion
Tami Norgard	Vogel Law Firm
R. J. Pathroff	Vogel Law Firm

The following minutes are in draft form and subject to review and approval by the Executive Committee at its next meeting.

24-172

**GARRISON DIVERSION CONSERVANCY DISTRICT  
EXECUTIVE COMMITTEE  
SPECIAL MEETING**

**VIDEO CONFERENCE**

**November 4, 2024**

A special meeting of the Executive Committee of the Garrison Diversion Conservancy District was held by video conference call on November 4, 2024. The meeting was called to order by Chairman Walter at 10:31 a.m.

**DIRECTORS PARTICIPATING**

Chairman Alan Walter  
Vice Chairman Jay Anderson  
Second Vice Chairman Greg Bischoff  
Director Dave Anderson  
Director Geneva Kaiser  
Director Bill Ongstad  
Director Brian Orn  
Director Ken Vein  
Duane DeKrey, Secretary

**DIRECTORS ABSENT**

Director Larry Kassian  
Director Mike Tweed

**OTHERS PRESENT**

Garrison Diversion staff and legal counsel participated. A copy of the registration sheet is attached to these minutes as Annex I.

**EXECUTIVE SESSION**

Chairman Walter asked for a motion to enter into Executive Session to discuss the status and negotiations with remaining landowners currently in litigation within Red River Valley Water Supply Project (RRVWSP) pipeline Segments 6 and 7 with legal counsel.

**Motion by Second Vice Chairman Bischoff to enter Executive Session to discuss the status and negotiations with remaining landowners currently in litigation within Red River Valley Water Supply Project (RRVWSP) pipeline Segments 6 and 7 with legal counsel. Second by Director Orn. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Ongstad, Orn, Vein and Walter. Those voting nay: none. Absent and not voting: Kassian and Tweed. Motion carried.**

***Executive Session began at 10:32 a.m.***



**Motion by Director D. Anderson to end Executive Session. Second by Vice Chairman J. Anderson. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Orn, Ongstad, Vein and Walter. Those voting nay: none. Absent and not voting: Kassian and Tweed. Motion carried.**

***Executive Session ended at 10:57 a.m.***

**Motion by Vice Chairman J. Anderson authorizing counsel to offer to pay Dennis and Frances Walen and Tim and Debra Soma: 1) \$1,350 per easement acre and \$850 per easement acre legislative bonus for a total of \$2,200 per easement acre plus the amount of a five-year crop damage payment of \$1,474 per easement acre, which is a graduated payment, based on the expert's recommendation in terms of the amounts and yields, 2) in addition, if landowner/tenant can show crop losses after five years post-construction, they are eligible for any crop loss payment per the Garrison Diversion Conservancy District's crop loss policy and 3) up to \$31,000 to Dennis and Frances Walen and up to \$49,000 to Tim and Debra Soma for attorney and appraisal fees to resolve eminent domain litigation and obtain easements. Second by Director D. Anderson. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Orn, Ongstad, Vein and Walter. Those voting nay: none. Absent and not voting: Kassian and Tweed. Motion carried.**

**Motion by Director D. Anderson authorizing counsel to offer to pay the remaining Wells County landowners: 1) \$1,350 per easement acre and \$850 per easement acre legislative bonus for a total of \$2,200 per easement acre plus the amount of a five-year crop damage payment of \$1,474 per easement acre, which is a graduated payment, based on the expert's recommendation in terms of the amounts and yields, 2) in addition, if landowner/tenant can show crop losses after five years post-construction, they are eligible for any crop loss payment per the Garrison Diversion Conservancy District's crop loss policy to resolve eminent domain litigation and obtain easements. Second by Director Orn. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Orn, Ongstad, Vein and Walter. Those voting nay: none. Absent and not voting: Kassian and Tweed. Motion carried.**

**Motion by Second Vice Chairman Bischoff to adjourn the meeting. Second by Vice Chairman J. Anderson. Upon voice vote, motion carried.**

The meeting adjourned at 11:00 a.m.

(SEAL)

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Alan Walter, Chairman

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Duane DeKrey, Secretary

**REGISTRATION**  
SPECIAL MEETING  
EXECUTIVE COMMITTEE  
Garrison Diversion Conservancy District  
November 4, 2024

NAME	ORGANIZATION
Lisa Schaper	Proco
Stacey Goussias	GD CD
Mimi Mimi	GDCD
Kimberly Cook	GDCD
Kip Kovand	GDCD
Duane DeKroy	GDCD
Tami Norgard	Vogel Law Firm
R.J. Pathroff	Vogel Law Firm

The following minutes are in draft form subject to review and approval by the Executive Committee at its next meeting.

24-175

**GARRISON DIVERSION CONSERVANCY DISTRICT  
EXECUTIVE COMMITTEE  
SPECIAL MEETING**

**VIDEO CONFERENCE**

**December 4, 2024**

A special meeting of the Executive Committee of the Garrison Diversion Conservancy District was held by conference call on December 4, 2024. The meeting was called to order by Chairman Walter at 11:00 a.m.

**DIRECTORS PARTICIPATING**

Chairman Alan Walter  
Vice Chairman Jay Anderson  
Second Vice Chairman Greg Bischoff  
Director Dave Anderson  
Director Geneva Kaiser  
Director Larry Kassian  
Director Bill Ongstad  
Director Ken Vein  
Secretary Duane DeKrey

**DIRECTORS ABSENT**

Director Brian Orn  
Director Mike Tweed

**OTHERS PRESENT**

Garrison Diversion staff and legal counsel participated. A copy of the registration sheet is attached to these minutes as Annex I.

**EXECUTIVE SESSION**

Chairman Walter asked for a motion to enter into Executive Session to discuss the status and negotiations with landowners currently in litigation regarding the Red River Valley Water Supply Project (RRVWSP) with legal counsel.

**Motion by Chairman J. Anderson to enter Executive Session to discuss the status and negotiations with landowners currently in litigation regarding the RRVWSP with legal counsel. Second by Director D. Anderson. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Kassian, Ongstad, Vein and Walter. Those voting nay: none. Absent and not voting: Orn and Tweed. Motion carried.**

***Executive Session began at 11:06 a.m.***

**Motion by Second Vice Chairman Bischoff to end Executive Session. Second by Director D. Anderson. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Kassian, Ongstad, Vein and Walter. Those voting nay: none. Absent and not voting: Orn and Tweed. Motion carried.**

***Executive Session ended at 11:30 a.m. and the meeting was adjourned.***

(SEAL)

---

Alan Walter, Chairman

---

Duane DeKrey, Secretary

**REGISTRATION**  
SPECIAL MEETING  
EXECUTIVE COMMITTEE  
Garrison Diversion Conservancy District  
December 4, 2024

NAME	ORGANIZATION
Lisa Schaper	MDCD
Scott Mehroy	GDCD
Mendi Smith	GDCD
Kip [unclear]	GDCD
Kimbely Cook	GDCD
Diana [unclear]	GDCD
Tami Norgard	Vogel Law Firm
R.J. Pathroff	Vogel Law Firm

**Garrison Diversion Conservancy District**  
**Combined Statement of Revenues and Expenses**  
**For the Eleven Months Ending November 30, 2024**

	General Fund	Municipal Rural, and Industrial Fund	Operations Maintenance Fund	Red River Valley Water Supply Project	Irrigation Fund	Total
Beginning Bank Balance	\$6,235,008	\$5,492	\$621,834	\$1,458,391	\$165,656	8,486,381
<b>Revenues:</b>						
Irrigation Admin	1,334					1,334
Miscellaneous Income	2,317				384	2,701
Interest Income	728,243	256	6,900	49,900	4,955	790,254
Tax Levy	4,578,251					4,578,251
State Aid Distribution	271,120					271,120
Contract Revenue	73,226	8,646,270	4,547,184	78,440,467	237,844	91,944,991
Non-Project Income			332,196			332,196
<b>Total Revenues</b>	<b>\$5,654,491</b>	<b>\$8,646,526</b>	<b>\$4,886,280</b>	<b>\$78,490,367</b>	<b>\$243,183</b>	<b>\$97,920,847</b>
<b>Expenditures:</b>						
Director Expense	200,433					200,433
Employee Expense	1,110,143	77,594	2,243,317			3,431,054
Administrative Expense	237,488	25	93,759		25	331,297
Public Education	83,495					83,495
Professional Services	273,964		113,481	660,893		1,048,338
Irrigation Development	60,000					60,000
Water Supply Projects	194,086					194,086
GDCD Recreation Project	1,046,855					1,046,855
DWRA Recreation Project	3,152					3,152
Maintenance & Repairs	71,691		774,679		191,706	1,038,076
Capital Purchases	426,267		767,139			1,193,406
Construction in Progress				67,849,344		67,849,344
MR&I Project Expenses		8,549,967				8,549,967
Principal Debt Payments				423,053	57,363	480,416
Interest Payments				239,929	17,834	257,763
<b>Total Expenditures *</b>	<b>\$ 3,707,574</b>	<b>\$ 8,627,586</b>	<b>\$ 3,992,375</b>	<b>\$ 69,173,219</b>	<b>\$ 266,928</b>	<b>\$ 85,767,682</b>
Transfer In/Out	737,264	(18,709)	(718,555)	-	-	\$ -
<b>Revenues Over Expenditures</b>	<b>\$ 2,684,181</b>	<b>\$ 231</b>	<b>\$ 175,350</b>	<b>\$ 9,317,148</b>	<b>\$ (23,745)</b>	<b>\$ 12,153,165</b>
<b>Net Change in Assets</b>	<b>1,268,583</b>		<b>(4,376)</b>	<b>2,000,000</b>	<b>(10,291)</b>	<b>\$ 3,253,916</b>
<b>Ending Bank Balance</b>	<b>\$ 10,187,772</b>	<b>\$ 5,723</b>	<b>\$ 792,808</b>	<b>\$ 12,775,539</b>	<b>\$ 131,620</b>	<b>\$ 23,893,462</b>

<b>GARRISON DIVERSION CONSERVANCY DISTRICT</b>				
<b>INCOME BUDGET ANALYSIS STATEMENT</b>				
<b>For the Eleven Months Ending November 30, 2024</b>				
General, O&M MR&I, RRVWSP, and Irrigation Funds	Budget for 2024	Income Received to Nov 30, 2024	Percentage of Amount Budgeted	Balance of 2024 Budget
Irrigation Admin	\$ 975	\$ 1,334	136.8%	\$ (359)
Lease Income	\$ -	\$ -		\$ -
Miscellaneous Income	\$ -	\$ 2,701	0.0%	\$ (2,701)
Revenue Sale of Fixed Assets	\$ -	\$ -		\$ -
Interest Income	\$ 368,760	\$ 790,254	214.3%	\$ (421,494)
Tax Levy	\$ 3,993,080	\$ 4,578,251	114.7%	\$ (585,171)
State Aid	\$ 196,920	\$ 271,120	137.7%	\$ (74,200)
General Fund Contract Revenue	\$ 72,000	\$ 73,226	101.7%	\$ (1,226)
O&M Contract Revenue	\$ 4,485,118	\$ 4,547,184	101.4%	\$ (62,066)
MR&I Contract Revenue	\$ 30,104,940	\$ 8,646,270	28.7%	\$ 21,458,670
RRVWSP Contract Revenue	\$120,663,000	\$ 78,440,467	65.0%	\$ 42,222,533
Irrigation Fund Revenue	\$ 633,400	\$ 237,844	37.6%	\$ 395,556
Project Revenue	\$ -	\$ -	0.0%	\$ -
Non-Project Revenue	\$ 193,000	\$ 332,196	172.1%	\$ (139,196)
<b>Total Revenues</b>	<b>\$160,711,193</b>	<b>\$97,920,847</b>	<b>60.9%</b>	<b>\$62,790,346</b>

GARRISON DIVERSION CONSERVANCY DISTRICT						
Expense Budget Analysis Statement						
For the Eleven Months Ending November 30, 2024						
General, O&M MR&I, RRVWSP, and Irrigation Funds	Budget for 2023	Expenditures Charged to 2023 Budget	Budget for 2024	Expenditures to Nov 30, 2024	Percentage Spent Amount Budgeted	Balance of Budget
<b>Expenses</b>						
Director Expenses	\$ 272,000	\$ 271,960	\$ 255,000	\$ 200,433	78.6%	\$ 54,567
Employee Expenses	\$ 3,795,799	\$ 3,561,540	\$ 4,227,400	\$ 3,431,054	81.2%	\$ 796,346
Administrative Expenses	\$ 503,500	\$ 359,574	\$ 331,800	\$ 331,297	99.8%	\$ 503
Public Education	\$ 157,000	\$ 81,523	\$ 193,000	\$ 83,495	43.3%	\$ 109,505
Professional Services	\$ 1,600,900	\$ 1,209,293	\$ 2,310,500	\$ 1,048,338	45.4%	\$ 1,262,162
Irrigation Development	\$ 269,875	\$ 230,780	\$ 123,000	\$ 60,000	48.8%	\$ 63,000
Water Supply Program	\$ 300,000	\$ 224,683	\$ 300,000	\$ 194,086	64.7%	\$ 105,914
GDCD Recreation Grant Program	\$ 850,000	\$ 805,891	\$ 850,000	\$ 1,046,855	123.2%	\$ (196,855)
DWRA Recreation Program	\$ 10,000	\$ 4,040	\$ 10,000	\$ 3,152	31.5%	\$ 6,848
Irrigation District Expense	\$ 2,000	\$ -	\$ 2,000	\$ -	0.0%	\$ 2,000
Maintenance & Repairs	\$ 1,695,706	\$ 1,262,307	\$ 1,273,100	\$ 1,038,076	81.5%	\$ 235,024
Capital Purchases	\$ 1,199,582	\$ 1,176,712	\$ 1,655,797	\$ 1,193,406	72.1%	\$ 462,391
Construction in Progress	\$ 31,376,100	\$ 31,146,405	\$ 118,750,000	\$ 67,849,344	57.1%	\$ 50,900,656
MR&I Fund	\$ 20,000,000	\$ 18,914,984	\$ 30,000,000	\$ 8,549,967	28.5%	\$ 21,450,033
Principal on Debt Repayment	\$ 849,127	\$ 712,511	\$ 600,000	\$ 480,416	80.1%	\$ 119,584
Interest on Debt Repayment	\$ 195,856	\$ 167,240	\$ 281,000	\$ 257,763	91.7%	\$ 23,237
<b>Total Expenses</b>	<b>\$ 63,077,445</b>	<b>\$ 60,129,443</b>	<b>\$ 161,162,597</b>	<b>\$ 85,767,682</b>	<b>53.2%</b>	<b>\$ 75,394,915</b>
<b>Transfers In/Out</b>						
MR&I	\$ 23,000	\$ 12,767	\$ 23,000	\$ 18,709	81.3%	\$ 4,291
O&M	\$ 920,000	\$ 486,790	\$ 698,418	\$ 718,555	102.9%	\$ (20,137)
Irrigation	\$ -	\$ 316,304	\$ -	\$ -	0%	\$ -
RRVWSP	\$ -	\$ (1,628,156)	\$ -	\$ -	0.0%	\$ -
<b>Total Transfers Out</b>	<b>\$ 943,000</b>	<b>\$ (812,295)</b>	<b>\$ 721,418</b>	<b>\$ 737,264</b>	<b>102.2%</b>	<b>\$ (15,846)</b>
<b>Total Expenses &amp; Transfers Out</b>	<b>\$ 64,020,445</b>	<b>\$ 59,317,148</b>	<b>\$ 161,884,015</b>	<b>\$ 86,504,946</b>	<b>53.4%</b>	<b>\$ 75,379,069</b>



**GARRISON DIVERSION CONSERVANCY DISTRICT  
EXPENSE BUDGET ANALYSIS STATEMENT  
For the Eleven Months Ending November 30, 2024**

	Budget 1/1/23 to 12/31/23	Expenditures Chargeable to 2023 Budget	Budget 1/1/24 to 12/31/24	2024 Actual as of 11/30/2024	Balance of Budget as of 11/30/2024	Percentage of Budget Spent
<b>GENERAL FUND</b>						
<b>Directors Expense</b>						
Directors Per Diem	\$ 133,000	\$ 132,989	\$ 135,000	\$ 104,330	\$ 30,670	77.3%
Directors Expense	\$ 139,000	\$ 138,971	\$ 120,000	\$ 96,103	\$ 23,897	80.1%
<b>Total Directors Expense</b>	<b>\$ 272,000</b>	<b>\$ 271,960</b>	<b>\$ 255,000</b>	<b>\$ 200,433</b>	<b>\$ 54,567</b>	<b>78.6%</b>
<b>Employee Expense</b>						
Employee Salaries	\$ 897,000	\$ 788,482	\$ 972,000	\$ 743,730	\$ 228,270	76.5%
General Manager Exp	\$ 21,000	\$ 12,806	\$ 21,000	\$ 14,369	\$ 6,631	68.4%
<b>Travel</b>	<b>\$ 57,444</b>	<b>\$ 29,744</b>	<b>\$ 61,000</b>	<b>\$ 11,314</b>	<b>\$ 49,686</b>	<b>18.5%</b>
Admn Officer - Merri Mooridian	\$ 25,000	\$ 19,255	\$ 25,000	\$ 1,282	\$ 23,718	5.1%
Dist. Engr - Kip Kovar	\$ 10,000	\$ 3,702	\$ 10,000	\$ 3,362	\$ 6,638	33.6%
Engineer - Ryan Anderson	\$ 5,000	\$ 2,127	\$ 5,000	\$ 2,053	\$ 2,947	41.1%
Dir. Comm. - Kim Cook	\$ 6,000	\$ 1,512	\$ 6,000	\$ 894	\$ 5,106	14.9%
Emp Exp Other	\$ 11,444	\$ 3,148	\$ 15,000	\$ 3,723	\$ 11,277	24.8%
<b>Professional Development</b>	<b>\$ 17,000</b>	<b>\$ 1,411</b>	<b>\$ 17,000</b>	<b>\$ 404</b>	<b>\$ 16,596</b>	<b>2.4%</b>
Employee Training	\$ 15,000	\$ 1,411	\$ 15,000	\$ 404	\$ 14,596	2.7%
Wellness Program	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.0%
<b>Benefits</b>	<b>\$ 430,556</b>	<b>\$ 365,600</b>	<b>\$ 469,000</b>	<b>\$ 340,326</b>	<b>\$ 128,674</b>	<b>72.6%</b>
GDCD FICA	\$ 79,000	\$ 68,428	\$ 82,000	\$ 60,260	\$ 21,740	73.5%
Retirement	\$ 129,000	\$ 112,983	\$ 149,000	\$ 116,854	\$ 32,146	78.4%
Hospital & Life Insurance	\$ 175,000	\$ 143,729	\$ 191,000	\$ 144,691	\$ 46,309	75.8%
Unemployment Comp	\$ 3,621	\$ 3,572	\$ 5,000	\$ 244	\$ 4,756	4.9%
Dental / Vision Ins.	\$ 14,000	\$ 10,659	\$ 13,000	\$ 11,281	\$ 1,719	86.8%
Work Force Safety	\$ 1,000	\$ 380	\$ 1,000	\$ 501	\$ 499	50.1%
Long-Term Disability Ins	\$ 10,000	\$ 6,914	\$ 10,000	\$ 6,495	\$ 3,505	65.0%
Vacation/Sick Leave Liability	\$ 18,935	\$ 18,935	\$ 18,000	\$ -	\$ 18,000	0.0%
<b>Total Employee Expense</b>	<b>\$ 1,423,000</b>	<b>\$ 1,198,043</b>	<b>\$ 1,540,000</b>	<b>\$ 1,110,143</b>	<b>\$ 429,857</b>	<b>72.1%</b>
<b>Administration</b>						
Postage	\$ 6,000	\$ 3,977	\$ 5,000	\$ 4,126	\$ 874	82.5%
Communications	\$ 14,000	\$ 13,023	\$ 16,000	\$ 11,974	\$ 4,026	74.8%
Utilities	\$ 36,000	\$ 35,560	\$ 35,000	\$ 32,687	\$ 2,313	93.4%
Meetings & Events	\$ 30,000	\$ 26,714	\$ 9,500	\$ 8,051	\$ 1,449	84.7%
Subscriptions/Publications	\$ 6,000	\$ 4,694	\$ 8,500	\$ 9,330	\$ (830)	109.8%
Miscellaneous	\$ 4,000	\$ 2,037	\$ 3,500	\$ 2,509	\$ 991	71.7%
Data Processing	\$ 46,000	\$ 45,701	\$ 54,500	\$ 67,830	\$ (13,330)	124.5%
Employee Recruiting	\$ 5,000	\$ 3,635	\$ 5,000	\$ 1,721	\$ 3,279	34.4%
Supplies	\$ 14,000	\$ 11,155	\$ 11,500	\$ 10,265	\$ 1,235	89.3%
Small Office Equipment	\$ 23,000	\$ 22,640	\$ 20,957	\$ 10,738	\$ 10,219	51.2%
Dues	\$ 14,000	\$ 12,937	\$ 14,000	\$ 12,963	\$ 1,037	92.6%
Insurance	\$ 18,000	\$ 17,232	\$ 17,000	\$ 24,751	\$ (7,751)	145.6%
Annual Independent Audit	\$ 31,500	\$ 30,650	\$ 40,543	\$ 40,543	\$ -	100.0%
<b>Total Administration</b>	<b>\$ 247,500</b>	<b>\$ 229,955</b>	<b>\$ 241,000</b>	<b>\$ 237,488</b>	<b>\$ 3,512</b>	<b>98.5%</b>
<b>Public Education</b>						
GDCD Tours	\$ 9,019	\$ 3,000	\$ 10,000	\$ 3,150	\$ 6,850	31.5%
ND Water Users Ass'n Dues	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	100.0%
ND Water Coalition Dues	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ -	100.0%
ND Water Magazine	\$ 20,000	\$ 20,000	\$ 18,000	\$ 10,000	\$ 8,000	55.6%
Missouri River Joint Board	\$ 15,981	\$ 15,981	\$ 51,000	\$ 27,889	\$ 23,111	54.7%
Upper Sheyenne	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000	0.0%
Conference Booth Fees, Sponsorships	\$ 18,000	\$ 8,542	\$ 20,000	\$ 9,748	\$ 10,252	48.7%
Miscellaneous	\$ 10,000	\$ -	\$ 10,000	\$ (1,292)	\$ 11,292	-12.9%
<b>Total Public Education</b>	<b>\$ 157,000</b>	<b>\$ 81,523</b>	<b>\$ 193,000</b>	<b>\$ 83,495</b>	<b>\$ 109,505</b>	<b>43.3%</b>

**GARRISON DIVERSION CONSERVANCY DISTRICT  
EXPENSE BUDGET ANALYSIS STATEMENT  
For the Eleven Months Ending November 30, 2024**

	Budget 1/1/23 to 12/31/23	Expenditures Chargeable to 2023 Budget	Budget 1/1/24 to 12/31/24	2024 Actual as of 11/30/2024	Balance of Budget as of 11/30/2024	Percentage of Budget Spent
<b>Professional Services</b>						
Communications	\$ 140,000	\$ 127,866	\$ 140,000	\$ 87,873	\$ 52,127	62.8%
Engineering	\$ 47,000	\$ 20,330	\$ 125,000	\$ 19,423	\$ 105,577	15.5%
<b>RRVWSP Development</b>	\$ 456,000	\$ 114,456	\$ 313,000	\$ 27,427	\$ 285,573	8.8%
Technical Support for LAWA	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ 15,000	0.0%
Engineering	\$ 240,000	\$ 2,607	\$ 100,000	\$ 5,282	\$ 94,718	5.3%
Legal	\$ 125,000	\$ 61,896	\$ 122,000	\$ 25,297	\$ 96,703	20.7%
Financial	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	0.0%
Consultants	\$ 50,000	\$ 45,824	\$ 50,000	\$ (3,263)	\$ 53,263	-6.5%
Meeting, Misc. Exp	\$ 16,000	\$ 4,129	\$ 16,000	\$ 111	\$ 15,889	0.7%
Prof Services Other	\$ 20,000	\$ 16,719	\$ 45,000	\$ -	\$ 45,000	0.0%
Legal Services	\$ 188,000	\$ 186,068	\$ 158,000	\$ 139,241	\$ 18,759	88.1%
<b>Total Professional Services</b>	<b>\$ 851,000</b>	<b>\$ 465,439</b>	<b>\$ 781,000</b>	<b>\$ 273,964</b>	<b>\$ 507,036</b>	<b>35.1%</b>
<b>Irrigation Development</b>						
ND Irrigation Association	\$ 50,000	\$ 50,000	\$ 80,000	\$ 55,000	\$ 25,000	68.8%
NDSU Oakes Irrigation Site	\$ 196,875	\$ 161,070	\$ -	\$ -	\$ -	0.0%
Robert Titus Lease	\$ 17,000	\$ 16,083	\$ 17,000	\$ -	\$ 17,000	0.0%
Irrigation Development	\$ 6,000	\$ 3,627	\$ 26,000	\$ 5,000	\$ 21,000	19.2%
<b>Total Irrigation Development</b>	<b>\$ 269,875</b>	<b>\$ 230,780</b>	<b>\$ 123,000</b>	<b>\$ 60,000</b>	<b>\$ 63,000</b>	<b>48.8%</b>
<b>Recreation</b>						
GDCD Recreation Grant Program	\$ 850,000	\$ 805,891	\$ 850,000	\$ 1,046,855	\$ (196,855)	123.2%
DWRA Recreation Program	\$ 10,000	\$ 4,040	\$ 10,000	\$ 3,152	\$ 6,848	31.5%
<b>Total Recreation</b>	<b>\$ 860,000</b>	<b>\$ 809,931</b>	<b>\$ 860,000</b>	<b>\$ 1,050,007</b>	<b>\$ (190,007)</b>	<b>122.1%</b>
<b>Water Supply Grant Program</b>	<b>\$ 300,000</b>	<b>\$ 224,683</b>	<b>\$ 300,000</b>	<b>\$ 194,086</b>	<b>\$ 105,914</b>	<b>64.7%</b>
<b>Irrigation Districts Expense</b>						
Irrigation Districts	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.0%
<b>Total Irrigation Districts Expense</b>	<b>\$ 2,000</b>	<b>\$ -</b>	<b>\$ 2,000</b>	<b>\$ -</b>	<b>\$ 2,000</b>	<b>0.0%</b>
<b>Maintenance &amp; Repair</b>						
Equipment Maintenance	\$ 21,500	\$ 21,078	\$ 27,000	\$ 22,650	\$ 4,350	83.9%
Small Yard Equipment Purchases	\$ 8,350	\$ 8,350	\$ 5,000	\$ -	\$ 5,000	0.0%
Land & Bldg Maintenance	\$ 10,256	\$ 9,993	\$ 35,000	\$ 34,277	\$ 723	97.9%
Auto Expense	\$ 13,500	\$ 13,304	\$ 15,000	\$ 14,764	\$ 236	98.4%
<b>Total Maintenance &amp; Repair</b>	<b>\$ 53,606</b>	<b>\$ 52,725</b>	<b>\$ 82,000</b>	<b>\$ 71,691</b>	<b>\$ 10,309</b>	<b>87.4%</b>
<b>Capital Purchases</b>						
Office Equip & Furniture	\$ 18,900	\$ 5,450	\$ 50,000	\$ -	\$ 50,000	0.0%
Yard Equipment	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	0.0%
Vehicle	\$ 40,000	\$ -	\$ 80,000	\$ 27,182	\$ 52,818	34.0%
Land and Buildings	\$ 719,494	\$ 719,494	\$ 504,797	\$ 399,085	\$ 105,712	79.1%
<b>Total Capital Purchases</b>	<b>\$ 778,394</b>	<b>\$ 724,944</b>	<b>\$ 654,797</b>	<b>\$ 426,267</b>	<b>\$ 228,530</b>	<b>65.1%</b>
<b>Total General Fund</b>	<b>\$ 5,214,375</b>	<b>\$ 4,289,983</b>	<b>\$ 5,031,797</b>	<b>\$ 3,707,574</b>	<b>\$ 1,324,223</b>	<b>73.7%</b>

**GARRISON DIVERSION CONSERVANCY DISTRICT  
EXPENSE BUDGET ANALYSIS STATEMENT  
For the Eleven Months Ending November 30, 2024**

	Budget 1/1/23 to 12/31/23	Expenditures Chargeable to 2023 Budget	Budget 1/1/24 to 12/31/24	2024 Actual as of 11/30/2024	Balance of Budget as of 11/30/2024	Percentage of Budget Spent
<b>IRRIGATION FUND</b>						
<b>McClusky Canal Irrigation:</b>	\$ 446,100	\$ 225,766	\$ 418,100	\$ 191,731	\$ 226,369	45.9%
Construction	\$ 19,000	\$ 18,769	\$ -	\$ -	\$ -	0.0%
Operations	\$ 427,100	\$ 206,997	\$ 418,100	\$ 191,731	\$ 226,369	45.9%
<b>Debt Payments</b>	\$ 382,000	\$ 216,768	\$ 218,000	\$ 75,197	\$ 142,803	34.5%
Principal	\$ 315,000	\$ 178,384	\$ 187,000	\$ 57,363	\$ 129,637	30.7%
Interest	\$ 67,000	\$ 38,384	\$ 31,000	\$ 17,834	\$ 13,166	57.5%
<b>Total Irrigation Fund</b>	<b>\$ 828,100</b>	<b>\$ 442,534</b>	<b>\$ 636,100</b>	<b>\$ 266,928</b>	<b>\$ 369,172</b>	<b>42.0%</b>
<b>GDU O &amp; M</b>						
<b>Salaries and Benefits</b>	\$ 2,200,099	\$ 2,199,804	\$ 2,538,600	\$ 2,196,019	\$ 342,581	86.5%
Salaries	\$ 1,461,799	\$ 1,461,526	\$ 1,688,200	\$ 1,443,632	\$ 244,568	85.5%
Benefits	\$ 738,300	\$ 738,278	\$ 850,400	\$ 752,387	\$ 98,013	88.5%
Travel	\$ 29,000	\$ 28,228	\$ 11,100	\$ 17,623	\$ (6,523)	158.8%
Training	\$ 4,000	\$ 3,239	\$ 2,700	\$ -	\$ 2,700	0.0%
Utilities	\$ 84,000	\$ 76,751	\$ 73,900	\$ 74,923	\$ (1,023)	101.4%
Contractual Services	\$ 326,000	\$ 325,869	\$ 279,500	\$ 113,481	\$ 166,019	40.6%
Supplies	\$ 458,500	\$ 458,463	\$ 264,000	\$ 342,984	\$ (78,984)	129.9%
Capital Purchases	\$ 402,188	\$ 402,188	\$ 1,001,000	\$ 767,139	\$ 233,861	76.6%
Small Equipment Purchases	\$ 11,000	\$ -	\$ 15,000	\$ -	\$ 15,000	0.0%
Equipment Rental	\$ 50,000	\$ -	\$ 7,000	\$ -	\$ 7,000	0.0%
Equipment Maintenance	\$ 370,500	\$ 237,080	\$ 300,000	\$ 424,624	\$ (124,624)	141.5%
Safety	\$ 57,700	\$ 57,671	\$ 53,000	\$ 29,675	\$ 23,325	56.0%
Miscellaneous	\$ 19,000	\$ 18,160	\$ 16,900	\$ 18,836	\$ (1,936)	111.5%
Materials	\$ 325,000	\$ 307,042	\$ 187,000	\$ 7,071	\$ 179,929	3.8%
<b>Total GDU O &amp; M</b>	<b>\$ 4,336,987</b>	<b>\$ 4,114,495</b>	<b>\$ 4,749,700</b>	<b>\$ 3,992,375</b>	<b>\$ 757,325</b>	<b>84.1%</b>
<b>MR&amp;I Fund</b>						
Salaries & Benefits	\$ 82,000	\$ 74,556	\$ 82,000	\$ 77,594	\$ 4,406	94.6%
State Administration	\$ 153,000	\$ 34,706	\$ -	\$ -	\$ -	0.0%
MR&I Project Expenditures	\$ 20,000,000	\$ 18,914,984	\$ 30,000,000	\$ 8,549,967	\$ 21,450,033	28.5%
Banking Fees				\$ 25		
<b>Total MR&amp;I Fund</b>	<b>\$ 20,235,000</b>	<b>\$ 19,024,246</b>	<b>\$ 30,082,000</b>	<b>\$ 8,627,586</b>	<b>\$ 21,454,439</b>	<b>28.7%</b>
<b>RRV Water Supply Project</b>						
Right of Way	\$ 1,569,000	\$ 1,568,596	\$ 1,250,000	\$ 1,050,205	\$ 199,795	84.0%
Design/Construction in Progress	\$ 29,807,100	\$ 29,608,619	\$ 117,500,000	\$ 66,799,139	\$ 50,700,861	56.9%
Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Professional Services	\$ 423,900	\$ 417,984	\$ 1,250,000	\$ 660,893	\$ 589,107	114%
Financing/Legal/Administration	\$ 391,000	\$ 385,092	\$ 1,000,000	\$ 500,629	\$ 499,371	50.1%
Other Engineering	\$ 32,900	\$ 32,892	\$ 250,000	\$ 160,264	\$ 89,736	64.1%
Debt Payments	\$ 662,983	\$ 662,983	\$ 663,000	\$ 662,982	\$ 18	198%
Principal	\$ 534,127	\$ 534,127	\$ 413,000	\$ 423,053	\$ (10,053)	102.4%
Interest	\$ 128,856	\$ 128,856	\$ 250,000	\$ 239,929	\$ 10,071	96.0%
<b>Total RRVWSP</b>	<b>\$ 32,462,983</b>	<b>\$ 32,258,182</b>	<b>\$ 120,663,000</b>	<b>\$ 69,173,219</b>	<b>\$ 51,489,781</b>	<b>57.3%</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 63,077,445</b>	<b>\$ 60,129,440</b>	<b>\$ 161,162,597</b>	<b>\$ 85,767,682</b>	<b>\$ 75,394,940</b>	<b>53.2%</b>

<b>GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES STATEMENT November 30, 2024</b>	
<b>OPERATING RESERVE</b>	
Operating Reserve authorized to be established in the amount of \$300,000.00 per resolution of the Board dated January 15, 1970. Limit changed to \$330,000 by Board action on January 6, 1995. Reserve cap removed by Board action July 2, 1997.	\$5,930,309.33
<b>O&amp;M EMERGENCY RESERVE</b>	
O&M Emergency Reserve to be established in the amount of \$500,000.00 by Article 13 (a) of the Master Contract and by action taken by the Board dated January 16, 1970. Limit changed to \$1,500,000.00 July 1980. Reserve capped at \$822,817.55 by Board action July 2, 1997.	750,000.00
<b>DEFICIENCY RESERVE</b>	
Deficiency Reserve to be established in the amount of \$750,000.00 by Article 13 (b) of the Master Contract. Limit changed to \$1,500,000.00 July 1980. Reserve capped at \$802,287.54 by Board action July 2, 1997.	750,000.00
<b>PROJECT DEVELOPMENT RESERVE</b>	
Project Development Reserve to be established in the amount of \$750,000.00 by resolution of the Board dated July 17, 1969. Limit changed to \$1,000,000.00 July 1982. Reserve capped at \$915,592.98 by Board action July 2, 1997.	915,592.98
<b>TOTAL GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES</b>	<b>\$8,345,902.31</b>

Garrison Diversion Conservancy District				
Funds in Bank of North Dakota				
November 30, 2024				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	0.25%		\$ 1,174,343.61
General	Water Assistance Grant Outstanding	0.25%		\$ 180,865.00
General	Oakes Building Fund	0.25%		\$ -
<b>Total Checking Account Balance</b>				<b>\$ 1,355,208.61</b>
General	Money Market Savings	0.60%		\$ 3,698,512.24
General	Water Assistance Grant Reserve	0.60%		\$ 470,222.00
General	GF Accrued Leave-Operating Reserve	0.60%		\$ 175,478.91
<b>Total Savings Account Balance</b>				<b>\$ 4,344,213.15</b>
<b>Total Deposits</b>				<b>\$ 5,699,421.76</b>

Funds in First International Bank & Trust				
November 30, 2024				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	CD 80124943 Project Development Reser	4.93%	12/08/24	\$ 252,054.00
General	CD 80120161	4.93%	12/14/24	\$ 1,000,000.00
General	CD 80120162	4.93%	12/14/24	\$ 1,000,000.00
General	CD 80123425	4.93%	12/14/24	\$ 2,500,000.00
General	CD 118848-O&M Emergency Res.	4.10%	01/24/25	\$ 750,000.00
General	CD 118850-Operating Reserve	4.00%	01/29/25	\$ 50,500.00
General	CD 80125340	4.93%	01/30/25	\$ 1,000,000.00
General	CD 80124990-Operating Reserve	4.60%	04/14/25	\$ 589,000.00
General	CD 80124992-Deficiency Reserve	4.60%	04/14/25	\$ 374,146.00
<b>Total Investments</b>				<b>\$ 7,515,700.00</b>
General	Recreation Outstanding-Operating Reserve	3.25%		\$ 1,951,065.84
General	Money Market Funds	3.25%		\$ 2,015,459.74
General	Recreation Reserve-Operating Reserve	3.25%		\$ 542,303.38
<b>Total Money Market Account Balance</b>				<b>\$ 4,508,828.96</b>
<b>Total Deposits</b>				<b>\$ 12,024,528.96</b>
<b>Pledging</b>	Total Deposits			\$ 12,024,528.96
	Less:FDIC Coverage			\$ (250,000.00)
<b>Deposit Balance to Secure</b>				<b>\$ 11,774,528.96</b>
<b>Total Pledging Required on all Deposits</b>			X 110%	<b>\$ 12,951,981.86</b>
	Less: Pledging			\$ 21,215,716.52
<b>Pledging Excess</b>				<b>\$ 9,441,187.56</b>

Garrison Diversion Conservancy District Gate City Bank Deposit and Pledging Summary November 30, 2024				
Account Type		Interest Rate	Maturity Date	Balance
<b>Checking Accounts</b>				
x4310	Irrigation Fund	0.00%		\$ 131,621.09
x1561	M R & I Working Fund	0.00%		\$ 5,722.62
x4336	Operations & Maint Ckg & Sweep	4.18%		\$ 792,807.64
x4328	Red River Valley Ckg & Sweep	4.18%		\$ 12,775,538.53
				<b>\$ 13,705,689.88</b>
<b>Savings Accounts</b>				
x1546	O&M - Accrued Leave Reserve	3.70%		\$ 178,840.33
x1553	Irrigation - Debt Service Reserve	3.70%		\$ 299,277.38
<b>Total Savings Balance</b>				<b>\$ 478,117.71</b>
<b>Certificates of Deposit</b>				
xxx1186	Project Development Reserve	5.04%	2/28/2025	\$ 313,538.98
xxx1178	Deficiency Reserve	5.04%	2/28/2025	\$ 175,854.00
<b>Total CD Balance</b>				<b>\$ 489,392.98</b>
<b>Total Deposits</b>				<b>\$ 14,673,200.57</b>
<b>Pledging</b>	Total Deposits			\$ 14,673,200.57
	Less:FDIC Coverage			(250,000.00)
	Deposit Balance to Secure			14,423,200.57
	<b>Total Pledging Required on all Deposits</b>		x 110%	15,865,520.63
	Less: Pledging			20,962,981.53
	<b>Pledging Excess</b>			<b>\$ 5,097,460.90</b>

Garrison Diversion Conservancy District Funds in Bravera Bank & Pledging Summary November 30, 2024				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	3.25%		\$ 22,348.91
<b>Total Checking Account Balance</b>				<b>\$ 22,348.91</b>
x4424	Certificate of Deposit -Project Dvlpmnt	5.05%	07/26/25	\$ 353,362.19
x6140	Certificate of Deposit	4.45%	09/23/25	\$ 1,000,000.00
x6524	Certificate of Deposit -Operating Reserve	4.45%	10/08/25	\$ 1,000,000.00
x7224	Certificate of Deposit-Deficiency Reserve	4.10%	11/01/25	\$ 200,000.00
x8084	Certificate of Deposit	4.15%	11/24/24	\$ 1,000,000.00
<b>Total Investments</b>				<b>\$ 3,553,362.19</b>
<b>Total Deposits</b>				<b>\$ 3,575,711.10</b>
<b>Pledging</b>	Total Deposits			\$ 3,575,711.10
	Less:FDIC Coverage			\$ (250,000.00)
	<b>Deposit Balance to Secure</b>			<b>\$ 3,325,711.10</b>
	<b>Total Pledging Required on all Deposits</b>		x 110%	<b>\$ 3,658,282.21</b>
	Less: Pledging			\$ 4,264,029.00
	<b>Pledging Excess</b>			<b>\$ 605,746.79</b>

**GARRISON DIVERSION CONSERVANCY DISTRICT  
GDCD RECREATION GRANT PROGRAM  
OUTSTANDING PROJECTS  
July 1, 1990 to November 30, 2024**

COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2024	EXPENDITURES 04-23-15 to 12-31-2023	EXPENDITURES 1-1-24 to 11-30-24	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 11-30-24
Barnes	Sheyenne River Water Trail	04-29-21	\$ 51,005.00			\$ 51,005.00		\$ -
Barnes	Valley City Parks-Hi-Line Pickleball Court	09-20-23	\$ 75,000.00			\$ 75,000.00		\$ -
Barnes	Valley City Park Playground	03-20-24		\$ 50,000.00				\$ 50,000.00
Bottineau	Kramer City Park	09-28-22	\$ 21,250.00					\$ 21,250.00
Bottineau	City of Landa-Restroom Facilitites	09-20-23	\$ 6,250.00			\$ 5,524.38		\$ 725.62
Bottineau	Bottineau Winter Park Snow System	03-20-24		\$ 50,000.00		\$ 50,000.00		\$ -
Bottineau	Maxbass Community Park	03-20-24		\$ 31,141.00				\$ 31,141.00
Bottineau	Newburg Park Gazebo	09-16-24		\$ 20,600.00				\$ 20,600.00
Burleigh	Steckel Boat Landing South Picnic Shelter	04-29-21	\$ 6,000.00				\$ (6,000.00)	\$ -
Burleigh	American Legion Splash Pad	09-28-22	\$ 30,000.00		\$ 17,232.25	\$ 5,184.50		\$ 7,583.25
Burleigh	Wilton North Park Pickle Ball Court	09-28-22	\$ 2,395.00		\$ 958.10			\$ 1,436.90
Burleigh	Municipal Ballpark Master Plan Improv	03-20-24		\$ 50,000.00				\$ 50,000.00
Cass	Brewer Lake Water Hook-ups	03-30-22	\$ 638.00					\$ 638.00
Cass	Tinta Tawa Park Restroom	03-30-22	\$ 9,575.00			\$ 9,575.00		\$ -
Cass	West Fargo Park District Playground Imp	09-28-22	\$ 16,145.00					\$ 16,145.00
Cass	Harwood-Splash Pad	03-30-23	\$ 27,204.00					\$ 27,204.00
Cass	North Elmwood Park Restoration	03-30-23	\$ 24,323.00					\$ 24,323.00
Cass	Tower City Pickle Courts	03-30-23	\$ 4,700.00		\$ 4,666.75			\$ 33.25
Cass	Casselton-Governor's Share Use Path	09-20-23	\$ 75,000.00					\$ 75,000.00
Cass	Fargo Park-Pepsi Soccer Playground	09-20-23	\$ 62,500.00					\$ 62,500.00
Cass	Rheault Farm Playground Improvement	03-20-24		\$ 50,000.00				\$ 50,000.00
Cass	Anderson Softball Complex Improvements	09-16-24		\$ 33,000.00				\$ 33,000.00
Cass	Argusville Park Playground Equipment	09-16-24		\$ 20,000.00				\$ 20,000.00
Dickey	West Side Park Playground	04-29-21	\$ 7,520.00				\$ (7,520.00)	\$ -
Dickey	Ellendale Baseball Grandstand Reno	09-28-22	\$ 20,000.00					\$ 20,000.00
Dickey	Wilson Dam Picnic Shelter Renovation	09-28-22	\$ 1,778.00					\$ 1,778.00
Dickey	Ellendale-Ice Skating Rink Expansion	09-20-23	\$ 4,500.00					\$ 4,500.00
Dickey	Oakes -Main Street Park	09-20-23	\$ 26,125.00					\$ 26,125.00
Dickey	Dickey County Community Rec Facility	03-20-24		\$ 34,996.00				\$ 34,996.00
Eddy	Warming House/Boat Rental Building	04-29-21	\$ 5,750.00			\$ 5,750.00		\$ -
Foster	Foster County Fairgrounds Picnic Shelter	09-23-21	\$ 5,191.00			\$ 4,639.10	\$ (551.90)	\$ -
Foster	Baseball/Softball Diamond Renovations	03-30-22	\$ 75,000.00		\$ 37,305.43			\$ 37,694.57
Foster	Carrington West Park Renovation	03-30-22	\$ 61,202.00		\$ 38,506.00			\$ 22,696.00
Foster	Carrington -Baseball Diamond	09-20-23	\$ 26,906.00			\$ 26,906.00		\$ -
Grand Forks	Kraft Field Grandstand Replacement	09-28-22	\$ 75,000.00			\$ 75,000.00		\$ -
Grand Forks	Manvel Community Park Improvment	09-28-22	\$ 12,699.00					\$ 12,699.00
Grand Forks	Grand Forks -Kraft Field Turf Resurfacing	09-20-23	\$ 56,250.00			\$ 56,250.00		\$ -
Grand Forks	Grand Valley Development Park Playground	03-20-24		\$ 50,000.00		\$ 50,000.00		\$ -
Grand Forks	Greenway Project	05-14-24		\$ 50,000.00				\$ 50,000.00
Grand Forks	Manvel Community Park Improv. Phase II	09-16-24	\$ 16,687.00					\$ 16,687.00
Grand Forks	Riverside Park Playground Renovation	09-16-24		\$ 37,500.00				\$ 37,500.00
Griggs	Binford Park Playground Update	03-30-22	\$ 2,950.00		\$ 1,249.50			\$ 1,700.50
Griggs	Binford Rodeo Ass. Community Centre	09-28-22	\$ 75,000.00		\$ 56,870.02			\$ 18,129.98
LaMoire	LaMoire Park-Sunset Park Swim Center	09-20-23	\$ 75,000.00			\$ 75,000.00		\$ -
LaMoire	Marion ADA Bathroom	03-20-24		\$ 9,068.00				\$ 9,068.00
LaMoire	Twin Lakes Vault Toilet	03-20-24		\$ 3,500.00				\$ 3,500.00
McHenry	Upham Park Improvement	04-29-21	\$ 9,125.00		\$ 8,627.75	\$ 497.25		\$ -
McHenry	Splash Pad-Towner City	09-23-21	\$ 19,838.00		\$ 1,725.00		\$ (18,113.00)	\$ -
McHenry	City of Upham-Park Restrooms	03-30-23	\$ 12,500.00					\$ 12,500.00
McHenry	Towner -Baseball Field Renovation	09-20-23	\$ 3,750.00			\$ 2,392.24		\$ 1,357.76
McHenry	Park Swints Set	03-20-24		\$ 9,071.00				\$ 9,071.00
McKenzie	Tobacco Garden Shower/Bathroom	03-30-23	\$ 40,071.00					\$ 40,071.00
McKenzie	Kent Pelton Nature Park Inclusive Playground	09-16-24		\$ 50,000.00				\$ 50,000.00
McLean	Lakeside Park Gazebo/Riverdale	04-29-21	\$ 1,500.00				\$ (1,500.00)	\$ -
McLean	Playground Equipment-Coleharbor	09-23-21	\$ 23,460.00		\$ 7,709.63	\$ 891.22	\$ (14,859.15)	\$ -
McLean	Garrison Softball Field Renovation	09-28-22	\$ 75,000.00			\$ 21,763.90	\$ (53,236.10)	\$ -
McLean	City of Butte-City Park	03-30-23	\$ 874.00			\$ 145.89		\$ 728.11
McLean	Arena Announcer Office & Concessions	03-30-23	\$ 6,946.00					\$ 6,946.00
McLean	Nelson Park & Community Garden	03-30-23	\$ 12,750.00			\$ 12,750.00		\$ -
McLean	McLean-Dynamite Bay Public Stairs	09-20-23	\$ 1,618.00			\$ 613.43	\$ (1,004.57)	\$ -
McLean	Lake Brekken Picnic Tables	03-20-24		\$ 2,356.00				\$ 2,356.00
McLean	Sportsmens Centennial Park Fault Toilet	03-20-24		\$ 875.00				\$ 875.00
Nelson	Tolna City Park Restrooms	10-03-18	\$ 21,933.00			\$ 7,150.41	\$ (14,782.59)	\$ -
Pierce	Buffalo Lake Camp Site	04-29-21	\$ 3,250.00		\$ 1,930.06		\$ (1,319.94)	\$ -
Pierce	Barton Park Picnic Tables/Play Gym	09-23-21	\$ 1,250.00				\$ (1,250.00)	\$ -
Pierce	Rugby-Jaycee's Splashpad	03-30-23	\$ 40,202.00			\$ 30,653.33		\$ 9,548.67
Ramsey	Roosevelt Park Activity Building	09-28-22	\$ 75,000.00			\$ 75,000.00		\$ -
Ramsey	Devils Lake-Indoor Playground	09-20-23	\$ 37,500.00			\$ 37,500.00		\$ -
Ramsey	Ramsey County-Multi-Purpose Event Center	09-20-23	\$ 75,000.00			\$ 75,000.00		\$ -
Ransom	Dead Colt Walkway	04-29-21	\$ 23,750.00			\$ 23,750.00		\$ -
Ransom	Sheldon Pickle Ball/BB Courts	03-30-22	\$ 5,262.00					\$ 5,262.00
Renville	Mohall Adult Recreation Complex	03-20-24		\$ 37,500.00				\$ 37,500.00

**GARRISON DIVERSION CONSERVANCY DISTRICT  
 GDCD RECREATION GRANT PROGRAM  
 OUTSTANDING PROJECTS  
 July 1, 1990 to November 30, 2024**

COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2024	EXPENDITURES 04-23-15 to 12-31-2023	EXPENDITURES 1-1-24 to 11-30-24	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 11-30-24
Richland	City Park Improvement-Abercrombie	04-29-21	\$ 34,682.00			\$ 18,590.75		\$ 16,091.25
Richland	Chaninkapa Park Multipurpose Shelter	03-30-22	\$ 42,000.00			\$ 29,330.77	\$ (12,669.23)	\$ -
Richland	Manatador Park Softball Dugouts	03-30-22	\$ 2,000.00					\$ 2,000.00
Richland	Wyndmere Park Board	03-30-22	\$ 10,728.00					\$ 10,728.00
Richland	Fairmount-Park Playground Equipment	03-30-23	\$ 9,750.00			\$ 6,080.00		\$ 3,670.00
Sargent	Gwinner Aquatic Center	09-28-22	\$ 75,000.00		\$ 19,962.50			\$ 55,037.50
Sargent	Forman-Central Park Community Gardens	09-20-23	\$ 1,375.00			\$ 857.12		\$ 517.88
Sargent	Hero's Park	03-20-24		\$ 10,500.00		\$ 500.00		\$ 10,000.00
Sheridan	Hoffer Lake Beach & Swimming Develop.	09-23-21	\$ 4,093.00			\$ 3,737.50	\$ (355.50)	\$ -
Sheridan	Sheridan County-Hoffer Lake Rec Area	09-20-23	\$ 2,850.00			\$ 2,850.00		\$ -
Steele	City Park Development-Colgate	04-29-21	\$ 6,250.00					\$ 6,250.00
Steele	Finley-Park Playground Equipment	03-30-23	\$ 13,750.00					\$ 13,750.00
Steele	Golden Lake Pickleball Court Phase I & II	09-16-24		\$ 30,361.00				\$ 30,361.00
Steele	Hope Clubhouse/Meeting Area	09-16-24		\$ 50,000.00		\$ 13,898.22		\$ 36,101.78
Stutsman	Park Bench Project-Stutsman County	04-29-21	\$ 3,113.00				\$ (3,113.00)	\$ -
Stutsman	Electrical Upgrades for Campers	09-23-21	\$ 1,750.00			\$ 462.13	\$ (1,287.87)	\$ -
Stutsman	Field Renovation Phase I	09-28-22	\$ 75,000.00		\$ 23,407.39	\$ 51,592.61		\$ -
Stutsman	Jamestown Reservoir Vault Toilet	09-28-22	\$ 6,204.00					\$ 6,204.00
Stutsman	4-H Horse Arena Improvement	03-30-23	\$ 8,843.00			\$ 8,124.14	\$ (718.86)	\$ -
Stutsman	Pedestrian Bridge Replacement	03-30-23	\$ 75,000.00					\$ 75,000.00
Stutsman	Lakeside Campground Improvements	03-30-23	\$ 5,574.00					\$ 5,574.00
Stutsman	Medina Community Recreation Center	03-20-24		\$ 50,000.00		\$ 50,000.00		\$ -
Stutsman	Nickeus Park All Abilitites Playground	03-20-24		\$ 50,000.00				\$ 50,000.00
Stutsman	McElroy Park ADA tee-ball	09-16-24		\$ 50,000.00				\$ 50,000.00
Stutsman	Jamestown Reservoir Playground Equip	09-16-24		\$ 28,503.00				\$ 28,503.00
Stutsman	Medine Youth Baseball Fence	09-16-24		\$ 5,750.00				\$ 5,750.00
Traill	Galesburg Playground	03-30-22	\$ 22,595.00		\$ 21,880.00			\$ 715.00
Traill	Mayville-Basketball Courts	09-20-23	\$ 2,000.00					\$ 2,000.00
Traill	Mayville-Cometville Park Landscape	09-20-23	\$ 21,887.00					\$ 21,887.00
Traill	Mayville-Funbrella Shade	09-20-23	\$ 6,689.00					\$ 6,689.00
Traill	Park Gazebo	03-20-24		\$ 15,923.00				\$ 15,923.00
Ward	Ward County Parks 2022	03-30-22	\$ 10,632.00					\$ 10,632.00
Ward	11th & 11th Park Playground	09-28-22	\$ 21,875.00					\$ 21,875.00
Ward	Swimming Pool & Bathhouse	09-28-22	\$ 75,000.00					\$ 75,000.00
Ward	Talbot Court Disc Golf	03-30-23	\$ 2,465.00					\$ 2,465.00
Ward	Ward County-2024 Ward Co Park Improv	09-20-23	\$ 8,071.00					\$ 8,071.00
Ward	Minot-Pump Track	09-20-23	\$ 75,000.00					\$ 75,000.00
Ward	West Park Playground	03-20-24		\$ 50,000.00		\$ 50,000.00		\$ -
Ward	Pony Tracks Pickleball	03-20-24		\$ 10,875.00		\$ 8,609.00		\$ 2,266.00
Ward	Sawyer City Park Improvement	09-16-24		\$ 12,250.00				\$ 12,250.00
Ward	South Hill Complex Playground	09-16-24		\$ 31,606.00				\$ 31,606.00
Wells	Fessenden-Splash Pad	09-20-23	\$ 49,250.00					\$ 49,250.00
Wells	Manfred Comfort Station & Park	03-20-24		\$ 9,372.00				\$ 9,372.00
Wells	Harvey Swimming Pool	09-16-24		\$ 50,000.00				\$ 50,000.00
Williams	McGregor Dam Vault Toilet	04-29-21	\$ 17,500.00				\$ (17,500.00)	\$ -
Williams	Confluence Ramp	04-29-21	\$ 4,750.00			\$ 4,750.00		\$ -
Williams	Wildrose Community Garden	03-30-22	\$ 1,000.00					\$ 1,000.00
Williams	BlackTail Beach Trail	09-28-22	\$ 22,500.00					\$ 22,500.00
Williams	Tioga Dam Trail & Park	09-28-22	\$ 24,000.00					\$ 24,000.00
Williams	Williston Water World	03-30-23	\$ 75,000.00			\$ 19,531.18		\$ 55,468.82
Williams	Coyote Clay Target Range Phase 3	03-20-24		\$ 50,000.00				\$ 50,000.00
Williams	Grenora Sunset Park Pre-K Playground	03-20-24		\$ 5,000.00				\$ 5,000.00
Williams	Spring Lake Frisbee Golf & Bathroom	03-20-24		\$ 27,688.00				\$ 27,688.00
<b>TOTALS</b>			<b>\$ 2,251,611.00</b>	<b>\$ 1,144,122.00</b>	<b>\$ 242,030.38</b>	<b>\$ 1,046,855.07</b>	<b>\$ (155,781.71)</b>	<b>\$ 1,951,065.84</b>



<b>GARRISON DIVERSION CONSERVANCY DISTRICT</b>						
<b>Tax Collections Statement</b>						
<b>For the Eleven Months Ending November 30, 2024</b>						
<b>County</b>	<b>2024 Tax Levy Budget</b>	<b>2024 Tax Collections</b>	<b>Balance of Tax Levy Budget</b>	<b>2024 State Aid Budget</b>	<b>2024 State Aid</b>	<b>Balance State Aid Budget</b>
Barnes	\$84,238	\$93,078	(8,840)	\$4,376	\$5,885	(\$1,509)
Benson	35,008	36,998	(1,990)	3,282	4,053	(771)
Bottineau	60,170	68,953	(8,783)	3,282	1,407	1,875
Burleigh	536,057	642,142	(106,085)	24,068	34,208	(10,140)
Cass	988,968	1,220,071	(231,103)	45,948	64,744	(18,796)
Dickey	44,854	48,016	(3,162)	3,282	4,834	(1,552)
Eddy	14,222	16,864	(2,642)	2,188	2,654	(466)
Foster	29,538	32,468	(2,930)	5,470	6,492	(1,022)
Grand Forks	317,258	363,815	(46,557)	9,846	13,704	(3,858)
Griggs	20,786	23,037	(2,251)	2,188	2,657	(469)
LaMoure	43,760	44,404	(644)	3,282	4,863	(1,581)
McHenry	50,324	51,731	(1,407)	2,188	2,786	(598)
McKenzie	351,172	382,247	(31,075)	25,162	36,419	(11,257)
McLean	82,050	87,540	(5,490)	6,564	9,290	(2,726)
Nelson	26,256	28,935	(2,679)	2,188	2,577	(389)
Pierce	33,914	35,561	(1,647)	2,188	3,479	(1,291)
Ramsey	62,358	67,893	(5,535)	4,376	6,359	(1,983)
Ransom	39,384	43,053	(3,669)	-	-	-
Renville	24,068	27,046	(2,978)	2,188	3,090	(902)
Richland	103,930	116,870	(12,940)	-	-	-
Sargeant	37,196	40,418	(3,222)	2,188	3,946	(1,758)
Sheridan	15,316	16,497	(1,181)	3,282	4,669	(1,387)
Steele	30,632	33,227	(2,595)	2,188	2,006	182
Stutsman	131,279	146,731	(15,452)	6,564	8,643	(2,079)
Traill	57,982	66,656	(8,674)	3,282	4,434	(1,152)
Ward	330,386	359,443	(29,057)	16,410	22,915	(6,505)
Wells	43,760	44,879	(1,119)	3,282	4,815	(1,533)
Williams	398,214	439,678	(41,464)	7,658	10,191	(2,533)
<b>Totals</b>	<b>\$ 3,993,080</b>	<b>\$4,578,251</b>	<b>\$ (585,171)</b>	<b>\$ 196,920</b>	<b>\$ 271,120</b>	<b>(\$74,200)</b>

**GARRISON DIVERSION CONSERVANCY DISTRICT  
2024 BUDGET OF REVENUES AND EXPENDITURES  
Rv5**

	General Fund	Operations & Maintenance Fund	Municipal, Rural, and Industrial Fund	Red River Valley Water Supply Project	Irrigation Fund	Total
<b>REVENUES:</b>						
Irrigation Admin	\$ 975					\$ 975
Project Income						\$ -
Lease Income						\$ -
Miscellaneous Income	\$ -					\$ -
Interest Income	\$ 366,000		\$ 60		\$ 2,700	\$ 368,760
Tax Levy/State Aid	\$ 4,190,000					\$ 4,190,000
O&M Non-project Income		\$ 193,000				\$ 193,000
Contract Revenue	\$ 72,000	\$ 5,255,118	\$ 30,104,940	\$ 120,663,000	\$ 633,400	\$ 156,728,458
<b>Total Revenues</b>	<b>\$ 4,628,975</b>	<b>\$ 5,448,118</b>	<b>\$ 30,105,000</b>	<b>\$ 120,663,000</b>	<b>\$ 636,100</b>	<b>\$ 161,481,193</b>
<b>EXPENDITURES:</b>						
Directors Expense	\$ 255,000					\$ 255,000
Employee Expenses	\$ 1,522,000	\$ 2,614,300	\$ 82,000			\$ 4,218,300
Administrative Expenses	\$ 259,000	\$ 104,800				\$ 363,800
Public Education	\$ 193,000					\$ 193,000
Professional Services	\$ 781,000	\$ 171,600		\$ 1,250,000		\$ 2,202,600
Irrigation Development	\$ 123,000					\$ 123,000
Recreation Matching	\$ 1,160,000					\$ 1,160,000
Water Assistance Grant	\$ 300,000					\$ 300,000
Irrigation Districts Expenses	\$ 2,000					\$ 2,000
Maintenance & Repairs	\$ 82,000	\$ 858,000			\$ 418,100	\$ 1,358,100
Capital Purchases	\$ 654,797	\$ 1,001,000		\$ 118,750,000	\$ -	\$ 120,405,797
MR&I Project Expenditures			\$ 30,000,000			\$ 30,000,000
Debt Service Payments				\$ 423,053	\$ 187,000	\$ 610,053
Interest on Debt Service				\$ 239,947	\$ 31,000	\$ 270,947
<b>Total Expenditures</b>	<b>\$ 5,331,797</b>	<b>\$ 4,749,700</b>	<b>\$ 30,082,000</b>	<b>\$ 120,663,000</b>	<b>\$ 636,100</b>	<b>\$ 161,462,597</b>
Revenues Over (Under) Expenditures*	\$ (702,822)	\$ 698,418	\$ 23,000	\$ -	\$ -	\$ 18,596
Transfers In (Out)	\$ 721,418	\$ (698,418)	\$ (23,000)	\$ -	\$ -	\$ -
<b>Net Change in Fund Balance</b>	<b>\$ 18,596</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,596</b>

GARRISON DIVERSION CONSERVANCY DISTRICT  
 2024 BUDGET REVISION  
 Rv5

	Budget 2024	Revision	Revised Budget
<b><u>Directors Expense</u></b>			
Directors Per Diem	135,000		\$ 135,000
Directors Exp	120,000		120,000
<b>Total Directors Expense</b>	<b>\$ 255,000</b>	<b>0</b>	<b>\$ 255,000</b>
<b><u>Employee Expense</u></b>			
Employee Salaries	\$ 972,000		\$ 972,000
General Managers Expense	21,000		21,000
Travel	61,000		61,000
Administrative Officer	25,000		25,000
District Engineer	10,000		10,000
Engineer	5,000		5,000
Communications Director	6,000		6,000
Emp Exp Other	15,000		15,000
Professional Development	17,000		17,000
Employee Training	15,000		15,000
Wellness Program	2,000		2,000
Benefits	469,000		469,000
GDCD FICA	82,000		82,000
Retirement	149,000		149,000
Hospital & Life Insurance	191,000		191,000
Unemployment Comp	5,000		5,000
Vision / Dental	13,000		13,000
Workforce Safety Insurance	1,000		1,000
Long Term Disability Ins	10,000		10,000
Vacation/Sick Leave Liability	18,000	(18,000)	-
<b>Total Employee Expense</b>	<b>\$ 1,540,000</b>	<b>(18,000)</b>	<b>\$ 1,522,000</b>
<b><u>Administration</u></b>			
Postage	\$ 5,000	500	\$ 5,500
Communications	16,000		16,000
Utilities	35,000		35,000
Meetings & Events	9,500		9,500
Subscriptions	8,500	1,500	10,000
Miscellaneous	3,500		3,500
Data Processing	54,500	20,000	74,500
Employee Recruiting	5,000	(3,275)	1,725
Supplies	11,500		11,500
Small Office Equipment	20,957	(9,725)	11,232
Dues	14,000		14,000
Insurance	17,000	9,000	26,000
Annual Independent Audit	40,543		40,543
<b>Total Administration</b>	<b>\$ 241,000</b>	<b>18,000</b>	<b>\$ 259,000</b>
<b><u>Public Education</u></b>			
GDCD Tours	\$ 10,000		\$ 10,000
ND Water Users	20,000		20,000
ND Water Coalition	14,000		14,000
ND Water Magazine	18,000		18,000
Missouri River Joint Board	51,000		51,000
Upper Sheyenne	50,000		50,000
Conferences/Sponsorships	20,000		20,000
Miscellaneous	10,000		10,000
<b>Total Public Education</b>	<b>\$ 193,000</b>	<b>0</b>	<b>\$ 193,000</b>

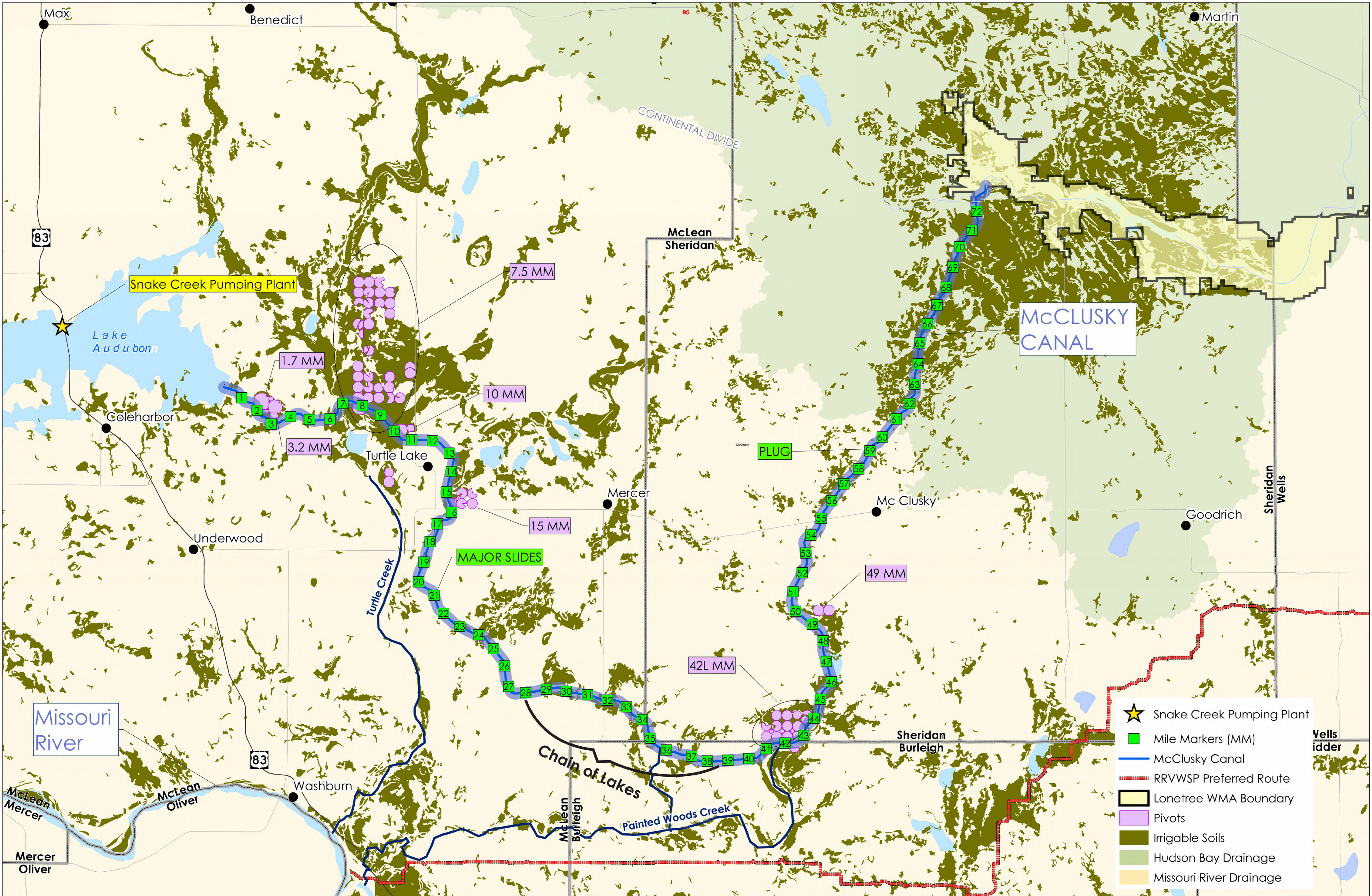
GARRISON DIVERSION CONSERVANCY DISTRICT  
 2024 BUDGET REVISION  
 Rv5

	Budget 2024	Revision	Revised Budget
<b>Professional Services</b>			
Communications	\$ 140,000		\$ 140,000
Engineering	125,000		125,000
RRVWSP Development	313,000		313,000
Technical Support for LAWA	15,000		15,000
Engineering	100,000		100,000
Legal	122,000		122,000
Financial	10,000		10,000
Consultants	50,000		50,000
Meeting, Misc. Exp	16,000		16,000
Prof Services Other	45,000		45,000
Legal Services	158,000		158,000
<b>Total Professional Services</b>	<b>\$ 781,000</b>	<b>0</b>	<b>\$ 781,000</b>
<b>Irrigation Development</b>			
ND Irrigation Association	\$ 80,000		\$ 80,000
NDSU Oakes Irrigation Site	-		-
Bob Titus Lease	17,000		17,000
Irrigation Development	26,000		26,000
<b>Total Irrigation Development</b>	<b>\$ 123,000</b>	<b>0</b>	<b>\$ 123,000</b>
<b>Recreation</b>			
Recreation Matching	\$ 850,000	300,000	\$ 1,150,000
DWRA Recreation Program	10,000		10,000
<b>Total Recreation</b>	<b>\$ 860,000</b>	<b>300,000</b>	<b>\$ 1,160,000</b>
<b>Water Assistance</b>			
Water Assistance Grant	\$ 300,000		\$ 300,000
<b>Irrigation District Expense</b>			
Irrigation District Expenses	\$ 2,000		\$ 2,000
OTA Title Transfer	-		-
Technical Support	-		-
Legal	-		-
<b>Total Irrigation District Expense</b>	<b>\$ 2,000</b>	<b>0</b>	<b>\$ 2,000</b>
<b>Maintenance &amp; Repair</b>			
Equipment Maintenance	\$ 27,000		\$ 27,000
Small Yard Equipment Purchases	5,000		5,000
Land & Bldg Maintenance	35,000		35,000
Auto Expense	15,000		15,000
<b>Total Maintenance &amp; Repair</b>	<b>\$ 82,000</b>	<b>0</b>	<b>\$ 82,000</b>
<b>Capital Purchases</b>			
Office Equip & Furniture	\$ 50,000		\$ 50,000
Yard Equipment	20,000		20,000
Vehicle	80,000		80,000
Land & Buildings	504,797		504,797
<b>Total Capital Purchases</b>	<b>\$ 654,797</b>	<b>0</b>	<b>\$ 654,797</b>
<b>General Fund Subtotal</b>	<b>\$ 5,031,797</b>	<b>300,000</b>	<b>\$ 5,331,797</b>

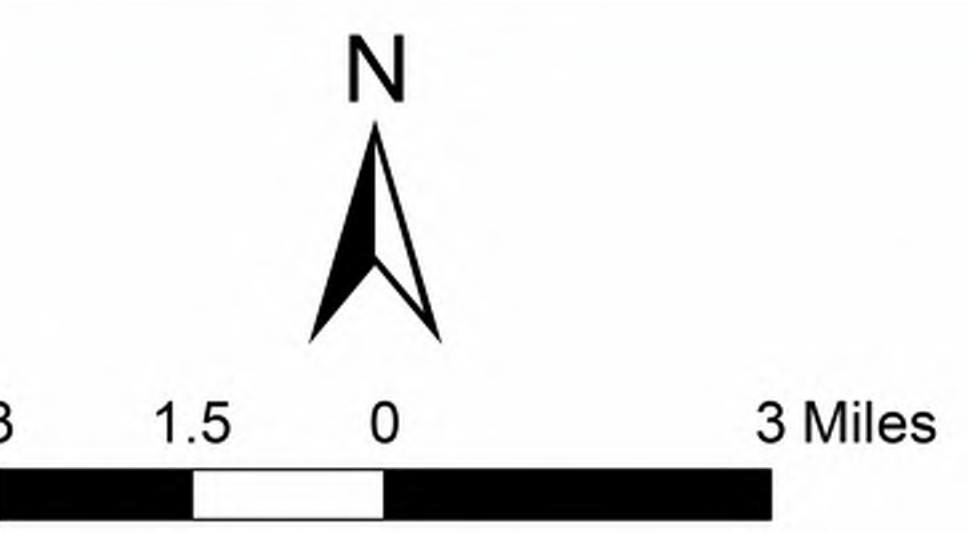
GARRISON DIVERSION CONSERVANCY DISTRICT  
2024 BUDGET REVISION  
Rv5

	Budget 2024	Revision	Revised Budget
<b>Irrigation Fund</b>			
McClusky Canal Irrigation	\$ 418,100		\$ 418,100
Construction	-		-
Operations	418,100		418,100
Debt Payments	218,000		218,000
Principal	187,000		187,000
Interest	31,000		31,000
<b>Total Irrigation Fund</b>	<b>\$ 636,100</b>	<b>0</b>	<b>\$ 636,100</b>
<b>GDU O &amp; M</b>			
Salaries & Benefits	2,538,600	0	\$ 2,538,600
Salaries	1,688,200		1,688,200
Benefits	850,400		850,400
Travel	11,100	8,900	20,000
Training	2,700		2,700
Utilities	73,900	9,000	82,900
Contracted Services (Eng / Survey)	279,500	(107,900)	171,600
Supplies	264,000	110,000	374,000
Equipment Purchases	1,001,000		1,001,000
Small Equipment Purchases	15,000		15,000
Equipment Rental	7,000		7,000
Equipment Maintenance	300,000	150,000	450,000
Safety	53,000		53,000
Miscellaneous	16,900	5,000	21,900
Materials	187,000	(175,000)	12,000
<b>Total GDU O &amp; M</b>	<b>\$ 4,749,700</b>	<b>\$ -</b>	<b>\$ 4,749,700</b>
<b>MR&amp;I Fund</b>			
Salaries & Benefits	\$ 82,000		\$ 82,000
State Administration	-		-
MR&I Project Expenditures	30,000,000		30,000,000
<b>Total MR&amp;I Fund</b>	<b>\$ 30,082,000</b>		<b>\$ 30,082,000</b>
<b>RRV Water Supply Project</b>			
ROW	\$ 1,250,000		\$ 1,250,000
Construction	117,500,000		117,500,000
Salaries & Benefits	-		-
Financing/Legal/Administration	1,250,000		1,250,000
Debt Payments	663,000	-	663,000
Principal	413,000	10,053	423,053
Interest	250,000	(10,053)	239,947
<b>Total RRVWSP</b>	<b>\$ 120,663,000</b>	<b>\$ -</b>	<b>\$ 120,663,000</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 161,162,597</b>	<b>\$ 300,000</b>	<b>\$ 161,462,597</b>

January 2024	Present 2023 budget revisions to Board of Directors for approval
March 2024	Present 2024 budget revisions to Executive Committee for approval (if needed)  Present 2023 budget final revisions to Executive Committee for approval (if needed)  Submission of preliminary 2025 budget (version 1) requests from staff
April 2024	Present 2025 draft budget (version 2) to Board of Directors  Present 2023 budget final revisions to Board of Directors for approval (if needed)
June 2024	Present 2025 draft budget (version 3) to Executive Committee  Present 2024 budget revisions to Executive Committee for approval
July 2024	Present 2025 budget (version 4) to Board of Directors
September 2024	Present 2024 budget revisions to Executive Committee for approval (if needed)  2025 budget public hearing at Board of Director Meeting  Final 2025 budget approval by the Board of Directors
October 2024	2025 budget and tax levy due to member counties
December 2024	Present 2024 budget revisions to Executive Committee for approval (if needed)
January 2025	Present 2024 budget revisions to Board of Directors for approval
March 2025	Present 2025 budget revisions to Executive Committee for approval (if needed)  Present 2024 budget final revisions to Executive Committee for approval  Submission of preliminary 2026 budget (version 1) requests from staff



- ★ Snake Creek Pumping Plant
- Mile Markers (MM)
- McClusky Canal
- RRVWSP Preferred Route
- ▭ Lonetree WMA Boundary
- Pivots
- Irrigable Soils
- Hudson Bay Drainage
- Missouri River Drainage

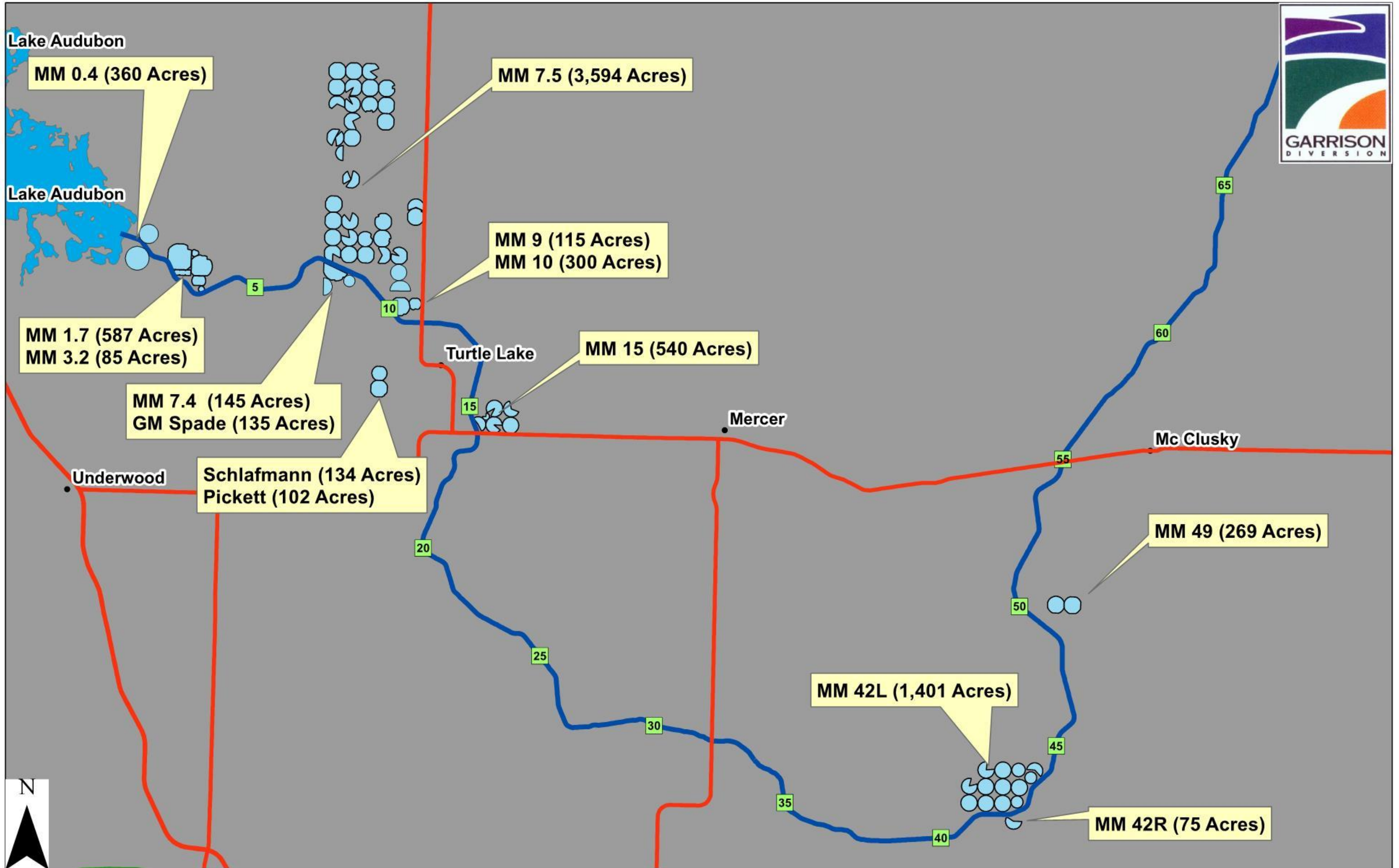


# McCLUSKY CANAL

Date: 2/15/2019



Edited by: hrecords  
 Imagery 2015 NAIP  
 Coordinate System: UTM Zone 14N  
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# Bureau of Reclamation Activities

Garrison Diversion Executive Board of Directors Meeting  
 December 18, 2024

## Municipal, Rural, and Industrial Program

### Rural Water Budgets

Rural Water Budgets	Final Fiscal Year 2024*	Fiscal Year 2025*
<b>GDU**</b>	42.724	11.000
State	12.500	1.500
Tribe	30.224	9.500
<b>Lewis &amp; Clark</b>	37.825	20.000
<b>Fort Peck</b>	0	0
<b>Rocky Boys</b>	19.946	56.446
<b>Musselshell- Judith</b>	3.000	7.147
<b>E NM</b>	7.051	.060
<b>Jicarilla</b>	10.010	5.010
<b>Total</b>	<b>120.556</b>	<b>99.663</b>

\*Includes BIL funding and additional earmarked funding

\*\*Not all funding will be needed as we are close to reaching ceilings

## State Municipal Rural and Industrial Program

### Northwest Area Water Supply (NAWS)

Construction is ongoing for the Biota Water Treatment Plant (WTP) Phase I (Contract 7-2A/4-1A), the Snake Creek Pumping Plant (SCPP) Intake Modification (Contract 6-1A), the Bottineau Reservoir & Pump Station (Contract 4-4B/5-4B), and the Snake Creek Pumping Plant Discharge Pipeline (Contract 2-1E). The Biota WTP Phase I construction is more than 95 percent complete; however, the startup of the Biota WTP has been delayed. The SCPP Intake Modification project work is ongoing. The demolition phase of the project is complete and construction is ongoing. The Snake Creek Pumping Plant Discharge Pipeline contract is 95 percent complete. Work on the Bottineau Reservoir and Pump Station is approximately 90 percent complete.

The Minot WTP Phase III (Contract 7-1C) and the Souris Reservoir & Pump Station (Contract 4-4A/5-4A) projects are planned but design has not been initiated yet. Reclamation continues working with the Department of Water Resources and Garrison Diversion in the planning of the permanent intake for NAWS at the SCPP (Contract 1-1A).

Reclamation is collaborating with the Department of Water Resources and the City of Minot regarding the Operations & Maintenance agreement for the NAWS Biota WTP. In September 2024, a Cooperative Agreement was executed between Reclamation and the State Water Commission (represented by the Department of Water Resources) which is the funding mechanism by which Reclamation provides Federal funds for the Operations and Maintenance of the Biota WTP. The Department of Water Resources and the City of Minot are working to establish a contract to reflect their roles in this effort.

### **Eastern North Dakota Alternate Water Supply (ENDAWS)**

Reclamation, Garrison staff, and Garrison's consultant are coordinating with the U.S. Fish and Wildlife Service on proposed pipeline routes. Discussions on this topic continue to ensure compliance with National Environmental Policy Act (NEPA) commitments. The purchase of easements for this project has been included in the Cooperative Agreement (R17AC00049) as an approved activity. Design has begun on pipeline alignment and location of facilities (intake, Biota water treatment plant, & pumping stations).

### **Southwest Pipeline Project**

The Department of Water Resources is working with the contractor on a claim filed and a path forward with this project.

### **Cooperative Agreement**

Reclamation and Garrison Diversion's working relationship for the State Municipal, Rural, and Industrial (MR&I) Program is defined by the terms of a Cooperative Agreement (R17AC00049). Nineteen modifications have been completed for this agreement for the purposes of adding construction projects, engineering projects, and/or obligating funds to the agreement. In FY2024 a modification was executed which provided \$8,700,000 of Federal funding. The Federal government has not approved a budget for FY2025 yet; however, Reclamation anticipates limited funding for the State MR&I program because we are rapidly approaching the authorized Federal funding ceiling for the program. Reclamation has been communicating with Garrison Diversion regarding the funding ceiling.

Another Cooperative Agreement (R23AC00093) includes the design and construction tasks funded by Bipartisan Infrastructure Law (BIL) funding. Projects included in this agreement include the design and construction tasks associated with Phase II of the NAWS Biota WTP, the Bottineau Reservoir and Pump Station contract and the SPPP Discharge Pipeline. In January 2024, a modification was executed to add Fiscal Year 2024 BIL funding (\$2 million). No FY2025 BIL funds have been requested for this program due to the approaching Federal funding ceiling.

## **Indian MR&I Program**

### **Standing Rock MR&I System**

The Tribe has awarded the Standing Rock Water Treatment Plant Membrane Equipment Procurement project to WesTech Engineering, Inc., from Salt Lake City, Utah, in the amount of \$1,033,556.51. These ceramic membranes will be used to increase the water treatment capacity of the Standing Rock Water Treatment Plant from 3 MGD to 5 MGD. Bartlett & West is the

engineer for this project. Bartlett & West designed and prepared plans and specifications for the installation of the procured membranes. The installation contract was bid on February 11, 2021, with no bidders. The Installation Contract was readvertised with a bid opening of March 16, 2021. The Installation Contract received three bids with the low bid coming from American General Contractors, Inc. of Valley City, North Dakota in the amount of \$2,021,350.87. Notice to Proceed was issued on August 5, 2021. The Substantial Completion Date was March 31, 2022. Due to several of the construction supplies having long lead times, the Substantial Completion date was not met. The ceramic membranes were delivered to the Standing Rock Water Treatment Plant on November 16, 2021. Variable Frequency Drives (VFD) were delivered in December 2023. Contractors have been onsite working on commissioning the new ceramic membrane skid. The new membranes are in service but there is still programming work to be completed so the operators can run both the Pall membranes and the WesTech ceramic membranes at the same time. Long lead times for the G3 modules and contractor availability have continued to be a problem, therefore, the final completion date has again been extended to January 2025.

Construction Contract Kenel to State Line project was bid on April 22, 2022, with Storms Construction as the only bidder. Storms Construction's bid of \$5,330,759.91 was \$253,080.09 lower than the engineer's estimate. Reclamation has a cost share in this project of \$144,500.00. The remaining funding was a U.S. Department of Agriculture (USDA) grant. This project includes installation of 54,013 feet of 6-inch Polyvinyl Chloride (PVC) Standard Dimension Ratio (SDR) 17 water main, 1,458 feet of 12-inch yelomine directional drilled casing, 4,845 feet of 6-inch high density polyethylene (HDPE) directionally drilled piping, 36 air release valve pits with 560 feet of 1-inch PE 250 psi piping, 1 inch corporation stops and 1 inch curb stops, 2 pressure reducing valve vaults, 18 6-inch gate valves, 13 1-inch stainless steel saddle with 1-inch corporation stop, 14 1-inch curb stops, 1,294 feet of 1-inch HDPE 250 psi, 1,120 feet of 1-inch HDPE 200 psi, 1 1/2-inch stainless steel saddle with corporation stop, 1 1/2-inch curb stop, 940 feet 1 1/2-inch PVC SDR 17, 15 meter pits, 6 2-inch flush hydrants, 100 feet of 1-inch HDPE non cased directional drilling, 1,000 feet of 2-inch HDPE non cased directional drilling, 7,200 feet of 4-inch PVC SDR 17, 4-inch gate valve, 4-inch flush hydrant, 85 feet of 8-inch yelomine bored casing, 388 feet of 4-inch yelomine bored casing and related materials and appurtenances. The pre-construction conference was held on August 4, 2022, and the notice to proceed was issued on August 10, 2022. The contract documents indicate the final completion date shall be no later than 250 calendar days after the notice to proceed. Storms Construction began installing the pipeline in August 2022. Storms Construction mobilized the first week of May 2023 and has continued installation of the rural water line through the summer. The lines have all been installed and the contractor completed installation of PRV vaults, disinfecting, flushing, and testing the lines in the fall. Items that remain include running power to the vaults, and landscaping and fencing around the vaults. Power was recently ran to the vaults and the Final inspection will take place upon Indian Health Service scheduling it.

Contract 4-1 Schedule 2 was advertised, and bids were opened on May 8, 2024, with Carstenson Contracting Inc (CCI) the low bidder. CCI's bid of \$3,993,692.35 was \$222,059.76 lower than the second lowest bidder (Wagner Construction) and \$276,390.87 lower than the engineer's estimate. This project includes furnishing and installing approximately 126,670 feet of 2 inch through 4 inch diameter Polyvinyl Chloride (PVC) pipe, connections to 35 services, wet tap tie-

ins, road and stream crossings and all other related appurtenances as required by the project drawings, specifications, and contract documents. The final completion date is on or before December 12, 2025. The pre-construction took place September 11, 2024.

In March 2023, Reclamation awarded the Tribe \$10,548,561 of Infrastructure Investment and Jobs Act (IIJA) - Bipartisan Infrastructure Law (BIL) Aging Infrastructure (AI) funds. This AI money funds five projects: Cannonball Asbestos Cement (AC) Pipe Replacement, Kenel AC Pipe Replacement, Master Meter Upgrades, Office and Shop Upgrades, and Wakpala Pipeline Relocation. Reclamation awarded the Tribe with \$8,173,321 in funding for four AI projects in Fiscal Year 2024: Fort Yates Mainline Replacement, Hilltop Tank, Chemical Feed Building Rehabilitation, and partially funded the Standing Rock Rural Water Area Meter Installation and Supervisory Control and Data Acquisition (SCADA) upgrades. Standing Rock submitted two projects for FY25 AI funding in July. One project was for a cold storage building to house pipe and appurtenances and the second project was for the remaining funding for area meters and SCADA upgrades. The FY25 AI awards were announced on December 3, 2024, with Standing Rock receiving an additional \$500,000 of partial funding for the Area Meter project. The Cold Storage Building was not funded.

### **Spirit Lake MR&I System**

Preliminary design and right-of-way acquisitions continued on several projects including: Tokio Service Area, Service to Warwick School, and Warwick Service Area.

Fort Totten Community Upgrades' design was completed by Indian Health Service (IHS). The project was bid in May 2022, after the Grant of Right of Way was received from the Bureau of Indian Affairs (BIA). The low bidder was Storms Construction with a bid of \$3,106,992.07. The pre-construction conference was held on October 21, 2022. Storms Construction began construction on May 8, 2023, fusing pipe for directional drilling. The final completion date for this contract was October 31, 2023. Indian Health Service extended the substantial completion date into 2024. Construction was completed in 2024 and Indian Health Service is working on the punch list items and plan to have the final inspection in the near future.

In March 2023, Reclamation awarded the Tribe \$2,192,370 of Infrastructure Investment and Jobs Act (IIJA) - Bipartisan Infrastructure Law (BIL) Aging Infrastructure (AI) funds. This AI money funds four projects: Spirit Lake Office Upgrades, R5 Tank Access Road, Saint Michael Reservoir Recoat, Water Treatment Plant Access Road Repair. Spirit Lake was again awarded AI funds in December 2024 for three projects in the amount of \$1,200,286. The projects include Filter Media Replacement, Pneumatic Valve Replacement and the Fort Totten Piping Project.

Reclamation staff has continued to work with the Tribe's operators to help resolve operation and maintenance issues with the B6 Booster Station, R5 Tank control vault, SCADA, and the Water Treatment Plant. North Dakota Game and Fish is in the process of designing the water line to serve the White Horse Hill Game Preserve.

### **Fort Berthold Rural Water System (FBRWS)**

In FY2025 the Three Affiliated Tribes (Tribe) will likely reach their authorized construction ceiling from the Dakota Water Resources Act (DWRA). Thereafter no additional funds would

be obligated to their construction contract unless Congress re-authorizes DWRA with a new FBRWS ceiling and appropriates funding.

Five potable water storage tanks were advertised and awarded in spring 2024, one is funded under the FBRWS construction ceiling, one is funded under the Bipartisan Infrastructure Law Aging Infrastructure (AI), and the other three are tribally funded. Construction has halted for the winter on these projects.

In March 2023, 12 FBRWS BIL-AI projects were approved \$54.38 million. In May 2024, \$4.785 million was approved for two more projects. On December 3, 2024, two more projects were approved for \$2.5 million. Altogether TAT/FBRW was awarded \$61.665 million. BIL-AI funds would be used up to the amount approved; additional funds may be requested, if needed. Prior to being notified of the AI funding, the Tribe passed resolutions to pay for some projects using their own funds.

TAT has chosen to use tribal funding for some water projects if DWRA construction funds are not available. Most Tribally funded projects are conducted in a manner that meet Federal requirements, making costs eligible for reimbursement if a new DWRA construction ceiling is authorized. Except for the one noted tank above, most Tribally approved AI projects were paused until the new 93-638 AI contract is executed which occurred on September 19, 2024.

On February 29, 2024, the Tribes' AI project pre-award costs incurred up to that date were approved. The P.L. 93-638 BIL-AI project contract was executed on September 19, 2024.

In July 2023, Reclamation conducted a Management Standards Review (MSR) on the Tribe, which is needed before entering a new contract. A draft MSR report was shared with the Tribe in October 2023; the final was sent on February 26, 2024. On July 2, 2024, Reclamation approved another 60-day extension to provide a corrective action plan (CAP) for the findings. The Tribe is working with their auditors to prepare an MSR CAP.

A Programmatic Environmental Assessment (PEA) was completed in January 2024 which covers the FBRWS Phase III construction, operation, and maintenance activities including AI projects and potential projects under the re-authorized DWRA.

Reclamation will continue to submit permit applications to the U.S. Army Corps of Engineers for permanent and temporary FBRWS raw water intake(s) for MR&I purposes as is needed by the Tribe.

### **Turtle Mountain Rural Water System**

Contract 3-2 Membrane Treatment Improvements - The membrane treatment project will address the formation of disinfection by-products caused by an organic component in the source ground water. Project re-advertised in September 2019, with two responsible bidders submitting bids, with apparent low bidder being approximately \$1 million over. Consultant negotiated with low bidder, and project was awarded in July 2020. Construction began fall 2020. A soft start-up was completed in December 2024, with some issues being addressed and full startup planned for April. Punch list fixes are being completed with substantial completion planned for January

2025. The WTP was also awarded AI money to complete rehab in the existing portion of the plant (\$773,707). Most of this work has been completed.

Contract 2-4 Thorne Reservoir and Booster Station – This project includes the construction of a 500,000-gallon raw water reservoir and booster pumping station, which will help to meet pressure and quantity demands on the system and will increase the efficiencies of the well field pumps. This project was advertised spring 2020, with all bids being \$3 million plus above engineer’s estimate. Consultant amended the Plans and Specifications, and re-advertised fall 2020. Negotiations with contractor took place with the project being awarded spring 2021. Project is near substantial completion but will be started up in conjuncture with the WTP expansion.

Contract 4-3 Belcourt Sewer and Water Phase 5 – This project will replace aging existing water and sewer lines within Belcourt. This project received \$4 million in AI Funding. It was advertised and awarded to Marion Contracting for \$6,335,487. Project is currently under construction.

In March 2023, Reclamation approved \$13.023 million of AI funds for TM, with another \$12.789 million approved in May 2024. The Tribe requested a PL 93-638 contract for the funds and the agreement was executed in September.

Approved AI Projects currently in design include: Raw Water Line Replacement Thorne to WTP (\$12 million), 3 Mile Road Watermain Replacement (\$1.85 Million), and HWY 3 BIA 8 Watermain Replacement (\$6 Million).

### **Trenton Indian Service Area**

The Hilltop Water and Sewer Replacement and Pressure Reducing Valve (PRV) Vault project was awarded to Teraflex Group, LLC for \$495,835 and construction work was started summer 2018. The project installed 2539 LF of water line and will replace the existing Booster Station B with a PRV to connect to the existing Western Area Water Supply mainline. User agreement with Western Area Water Supply was being negotiated, with work on the PRV to be completed after agreement was finalized. Trenton received a letter from the City of Williston stating they would be cutting of Trenton's bulk supply by April 15, but Williston went back on that shutoff date and Trenton is still using this as their supply. NWRWD has sent Trenton an agreement for them to provide the supply, but that agreement is not acceptable to Trenton. Trenton is working on resolving this issue with The City of Williston. Additional leak investigation was completed with the finding showing the leak is not coming from Trenton infrastructure. The City of Williston then voted to keep suppling Trenton with water. Trenton submitted a project to the Tribal Domestic Water Supply Program which includes a study evaluating the development of their own source water, but it was not selected for funding this year.

## **Principal Supply Works**

### **Repayment Contract**

Reclamation continues to collaborate with Garrison Diversion on the Municipal and Industrial (M&I) pricing for the capital repayment of the Garrison Diversion Unit Project. On

June 29, 2022, Regional Director presented Garrison Diversion with a repayment cost of \$47,501 per cubic feet per second. Garrison Diversion did not accept the repayment cost presented and is coordinating with North Dakota congressional staff for protentional legislation. Reclamation and Garrison Diversion met on May 29, 2024, to further discuss the repayment cost of \$47,501 per cubic feet per second.

### **Snake Creek Pumping Plant**

Reclamation continues discussion with the U.S. Army Corps of Engineers on the Snake Creek embankment foundation concerns. Reclamation has signed to be a cooperating agency with the U.S. Army Corps of Engineers in preparing their Dam Safety Modification Study and National Environmental Policy Act (NEPA) Review. The preferred alternative removes the 43-foot reservoir restriction and focuses any future reservoir restrictions to be based on embankment performance data at the time. The Corps has drafted 30 percent design technical analysis of two of the structural plans that is separate from the Dam Safety Mod Study.

Further excavation of the cofferdam was introduced to the Corps of Engineers in late December as part of the Northwest Area Water Supply (NAWS) permanent intake. The NAWS intake installation would provide an opportunity to dredge the existing cofferdam from elevation 1795 to 1780. The application package was sent to the Corps of Engineers in July. Reclamation will be the lead agency for NEPA and prepared a Categorical Exclusion. A decision to award the alternative will likely be in 2025.

### **McClusky and New Rockford Canals**

Reclamation and Garrison Diversion met on May 29 to discuss potential title transfer of New Rockford Canal. Costs were also provided to Garrison Diversion for the entire Garrison Diversion Unit principal supply works. Reclamation and Garrison Diversion met on November 20 to discuss the potential title transfer.

Reclamation conducted an associated facility review on the New Rockford Canal on October 29 and McClusky Canal on November 14.

## **Irrigation**

### **Jamestown Dam**

Reclamation conveyed title of the ND Game and Fish District Headquarters facilities parcel of land to ND Game and Fish.

### **Turtle Lake and McClusky Canal Irrigation Areas**

Total acres irrigation from the McClusky Canal are 7,842.6.

### **Standing Rock Irrigation Project**

Tribe's Fiscal Year 2023 Aging Infrastructure (AI) application through the Bipartisan Infrastructure Law (BIL) funding for embankment stabilization geotechnical study at Eagle Unit was awarded. Tribe decided to modify existing 638 contract and started contract modification process.

Tribe had elected to modify their existing 638 contract and working with Dakotas Area Office staff to get the complete package to region by end of this year.

Data collected will be used for evaluating permanent repair options of the embankment in the future. Tribe was selected for FY 24 BIL AI money for Fort Yates Powerline Replacement and elected to modify their existing agreement. Reclamation has worked with the Tribe and their irrigator to develop a long-term plan that addresses the future of their three irrigation units. This plan is being used to explore the availability of funds to complete their efforts.

Tribe's technical representative has moved to a different position and an acting assigned until Tribe finds her replacement.

## **Recreation Development**

### **Chain of Lakes**

The New Johns shoreline stabilization project has been completed. Campground data is being analyzed and added to previous years' reports.

### **Hoffer Lake**

Construction is currently being done on the 4H building and Macie Edwards is still coordinating with Gloria Gray in Region and Shirley Murray to get the necessary paperwork in place to use the leftover funds for the Hoop House repair.

## **North Dakota Natural Resources Trust**

No updates

## **Wildlife Program**

### **Lonetree**

No updates

### **Audubon**

The annual operation and maintenance review of the mitigation features was completed on October 23.

### **Arrowwood**

The annual operation and maintenance review of the mitigation features was conducted on August 28, 2024. Smith-Root Inc. performed the electric fish barrier annual inspection on October 2, 2024. Reclamation conducted an associated facility review on October 30, 2024.

### **Scattered Tracts**

No updates



GARRISON DIVERSION CONSERVANCY DISTRICT					
MR&I Project Construction Report					
November 30, 2024					
Current Funding					
Project	Federal MR&I Funding	Prior MR&I Fund Expenditures	2024 MR&I Fund Expenditures	Total Expenditures	Federal MR&I Funding Remaining
ENDAWS	\$ 6,870,000.00	\$ 819,076.12	\$ 305,268.38	\$ 1,124,344.50	5,745,655.50
NAWS-Biota Treatment Plant	\$ 66,574,495.85	\$ 52,542,365.41	\$ 4,680,405.51	\$ 57,222,770.92	9,351,724.93
NAWS-Westhope to Souris River (2-4B)	\$ 4,660,000.00	\$ 3,210,130.47		\$ 3,210,130.47	1,449,869.53
<b>Totals</b>	<b>\$ 78,104,495.85</b>	<b>\$ 56,571,572.00</b>	<b>\$ 4,985,673.89</b>	<b>\$ 61,557,245.89</b>	<b>\$ 16,547,249.96</b>

GARRISON DIVERSION CONSERVANCY DISTRICT  
 MR&I BIL Agreement Project Construction Report  
 November 30, 2024

Current Funding

Project	Federal MR&I Funding	Prior MR&I Fund Expenditures	2024 MR&I Fund Expenditures	Total Expenditures	Federal MR&I Funding Remaining
NAWS Biota WTP & Pump Station Ph 2 (7-2B/4-1B)	\$ 28,645,000.00	\$ -	\$ -	\$ -	28,645,000.00
Bottineau Reservoir & Pump Station 4-4B/5-4B	\$ 7,400,000.00	\$ -	\$ 3,058,864.15	\$ 3,058,864.15	4,341,135.85
Snake Creek Discharge Pipeline (2-1E)	\$ 4,500,000.00	\$ -	\$ 505,428.78	\$ 505,428.78	3,994,571.22
Totals	\$ 40,545,000.00	\$ -	\$ 3,564,292.93	\$ 3,564,292.93	\$ 36,980,707.07

GARRISON DIVERSION CONSERVANCY DISTRICT WATER ASSISTANCE GRANT PROGRAM OUTSTANDING PROJECTS June 1, 2021 to November 30, 2024										
COUNTY	Sponsor	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2024	EXPENDITURES 1-1-21 to 12-31-23	EXPENDITURES 1-1-24 to 11-30-24	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 11-30-24	
Barnes	BRWD	Kjelland, Chad	05-14-24		\$ 6,380.00		\$ 5,634.00	\$ 746.00	\$ -	
Barnes	BRWD	Lettenmaier, Doug	05-14-24		\$ 6,380.00		\$ 5,634.00	\$ 746.00	\$ -	
Barnes	BRWD	Schlecht, Tyler	05-14-24		\$ 10,000.00		\$ 10,000.00		\$ -	
Barnes	BRWD	Trielbold, John	05-14-24		\$ 9,318.00		\$ 7,806.00	\$ 1,512.00	\$ -	
Barnes	BRWD	Trielbold, Rober	05-14-24		\$ 10,000.00		\$ 9,352.00	\$ 648.00	\$ -	
Benson	CPWD	Foss, Scott	08-24-23	\$ 10,000.00					\$ 10,000.00	
Bottineau	ASWUD	Hagen, Olen	09-16-24		\$ 10,000.00				\$ 10,000.00	
Bottineau	ASWUD	Mullins, James	09-16-24		\$ 10,000.00				\$ 10,000.00	
Cass	CRWD	Pfeifer, Alex	05-10-23	\$ 10,000.00					\$ 10,000.00	
Cass	CRWD	Claus, Dylan	08-24-23	\$ 9,025.00					\$ 9,025.00	
Cass	CRWD	Korthof, Jack	08-24-23	\$ 8,413.00					\$ 8,413.00	
Cass	CRWD	Absaraka Parks	05-14-24		\$ 1,070.00		\$ 1,070.00		\$ -	
Cass	CRWD	Kyser, Scott	05-14-24		\$ 7,854.00		\$ 7,854.00		\$ -	
Cass	CRWD	Punton, Ron	05-14-24		\$ 8,265.00		\$ 8,265.00		\$ -	
Cass	CRWD	Wehri, Chris	05-14-24		\$ 6,467.00		\$ 6,467.00		\$ -	
Cass	CRWD	Hesse, Jason	08-19-24		\$ 10,000.00		\$ 10,000.00		\$ -	
Dickey	SEWUD	City of Ludden	10-19-23	\$ 7,550.00			\$ 7,550.00		\$ -	
Eddy	GRWD	Harding, Logan	05-10-23	\$ 2,825.00		\$ 2,300.00			\$ 525.00	
Eddy	GRWD	Snyder, Dale	05-10-23	\$ 7,150.00					\$ 7,150.00	
Eddy	GRWD	Topp, Ryan	05-10-23	\$ 10,000.00					\$ 10,000.00	
Eddy	CPWD	Harrington, Julie	05-14-24		\$ 10,000.00				\$ 10,000.00	
Grand Forks	ECRWD	Beckel, Jake	08-19-24		\$ 10,000.00			\$ 10,000.00	\$ -	
Grand Forks	ECRWD	Sobolik, Ben	08-19-24		\$ 9,500.00				\$ 9,500.00	
McKenzie	MCWRD	Brotherton, Kris	05-14-24		\$ 2,484.00				\$ 2,484.00	
McKenzie	MCWRD	Burke, Paul & Amelia	05-14-24		\$ 3,718.00		\$ 3,718.00		\$ -	
McKenzie	MCWRD	Gaskill, Jason & Wendy	05-14-24		\$ 4,182.00		\$ 4,182.00		\$ -	
McKenzie	MCWRD	Tucker, Deb & Dean	05-14-24		\$ 10,000.00		\$ 7,682.00	\$ 2,318.00	\$ -	
McKenzie	MCWRD	Kleppen, Brinda	08-19-24		\$ 10,000.00		\$ 7,532.00	\$ 2,468.00	\$ -	
McKenzie	MCWRD	Mees, Kenneth	08-19-24		\$ 1,156.00		\$ 1,156.00		\$ -	
McKenzie	MCWRD	Paul, Michael & Tammy	08-19-24		\$ 3,725.00		\$ 1,560.00	\$ 2,165.00	\$ -	
McLean	MSRWD	Robinson, Buck	08-19-24		\$ 1,712.00		\$ 1,712.00		\$ -	
McLean	MSRWD	Robinson, Donald	08-19-24		\$ 1,712.00		\$ 1,712.00		\$ -	
Ramsey	GRWD	Lacina, Tane	08-15-22	\$ 5,550.00		\$ 4,125.00			\$ 1,425.00	
Ramsey	GRWD	Newgard, Brent	05-10-23	\$ 10,000.00					\$ 10,000.00	
Ramsey	GRWD	Shoenfish, Evan	05-10-23	\$ 10,000.00			\$ 10,000.00		\$ -	
Ransom	SWUD	Braaten, Marshall	09-16-24		\$ 1,875.00				\$ 1,875.00	
Ransom	SWUD	Johns, Alice	09-16-24		\$ 3,662.00				\$ 3,662.00	
Ransom	SWUD	Kennedy, Tim	09-16-24		\$ 1,875.00				\$ 1,875.00	
Ransom	SWUD	McLeod Museum	09-16-24		\$ 5,350.00				\$ 5,350.00	
Ransom	SWUD	Morris, Scott	09-16-24		\$ 3,300.00				\$ 3,300.00	
Ransom	SWUD	Olerud, Jerome	09-16-24		\$ 2,903.00				\$ 2,903.00	
Ransom	SWUD	Ptacek, Paul	09-16-24		\$ 4,420.00				\$ 4,420.00	
Ransom	SWUD	Sanvig, Dean	09-16-24		\$ 2,912.00				\$ 2,912.00	
Renville	USWD	Frame, Jane	05-18-22	\$ 6,550.00				\$ 6,550.00	\$ -	
Richland	SEWUD	Wolters, Andy	08-15-22	\$ 8,475.00				\$ 8,475.00	\$ -	
Richland	SEWUD	Steffens, Darrin & Alissa	10-19-23	\$ 7,625.00			\$ 4,796.00	\$ 2,829.00	\$ -	
Richland	SEWUD	Ewing, Chris & Gaukler, Deb	05-14-24		\$ 1,000.00		\$ 1,000.00		\$ -	
Richland	SEWUD	Tyler, Brian	05-14-24		\$ 10,000.00		\$ 10,000.00		\$ -	
Sargent	SEWUD	Schmidt, Anthony	08-24-23	\$ 6,287.00			\$ 6,287.00		\$ -	
Sargent	SEWUD	Storhaug, Travers & Brittany	08-24-23	\$ 2,035.00			\$ 1,203.60	\$ 831.40	\$ -	
Sargent	SWUD	Lyon, Aaron & Abigail	09-16-24		\$ 4,700.00				\$ 4,700.00	
Steele	ECRWD	Klabo, Jerod	08-19-24		\$ 10,000.00				\$ 10,000.00	
Stutsman	SRWD	Wahl, John	05-18-22	\$ 1,630.00				\$ 1,630.00	\$ -	
Stutsman	SRWD	Browning, Zac	10-19-23	\$ 8,250.00					\$ 8,250.00	
Stutsman	SRWD	Anderson, Levi	05-14-24		\$ 2,890.00		\$ 2,873.45	\$ 16.55	\$ 0.00	
Stutsman	SRWD	Beck, James & Peggy	05-14-24		\$ 3,150.00		\$ 2,819.56	\$ 330.44	\$ -	
Stutsman	SRWD	Busch, Benjamin	05-14-24		\$ 10,000.00				\$ 10,000.00	
Stutsman	SRWD	Kurtz, Brent & Shelly	05-14-24		\$ 2,750.00		\$ 2,731.45	\$ 18.55	\$ 0.00	
Stutsman	SRWD	Hesch, Jayden	08-19-24		\$ 8,000.00		\$ 8,000.00		\$ -	
Stutsman	SRWD	Skjeret, Ryan	08-19-24		\$ 7,350.00				\$ 7,350.00	
Stutsman	SRWD	Hidden Ponds	09-16-24		\$ 2,750.00		\$ 2,750.00		\$ -	
Trail	ECRWD	Smith, Michael	10-19-23	\$ 10,000.00			\$ 10,000.00		\$ -	
Trail	ECRWD	Ingebretson, Marlin	09-16-24		\$ 10,000.00		\$ 9,664.00	\$ 336.00	\$ -	
Ward	NPRWD	Hendrickson, Joann & Duwayne	08-15-22	\$ 2,197.00					\$ 2,197.00	
Ward	NPRWD	Keller, Dean	08-15-22	\$ 1,182.00			\$ 1,182.00		\$ -	
Ward	NPRWD	Wing, Michael & Crystal	08-15-22	\$ 2,469.00				\$ 2,469.00	\$ -	
Ward	NPRWD	Heyen, Jamie	05-14-24		\$ 2,129.00		\$ 1,893.00	\$ 236.00	\$ -	
		City of McVilleville Water Leak	08-19-24		\$ 1,080.00				\$ 1,080.00	
<b>TOTALS</b>					\$ 147,213.00	\$ 266,019.00	\$ 6,425.00	\$ 184,086.06	\$ 44,324.94	\$ 178,396.00

RRVWSP Work Plan Update  
November 19, 2024

**CONSTRUCTION**

**Pipeline Construction**

Contract 5B

The original pipe delivery of June 15, 2021, was delayed due to a surface blemish in the steel coil.

In year one (2022), 7,761 feet of pipe was installed out of the total nine miles. High groundwater slowed the pipe installation progress.

In the second year (2023), 21,120 feet of pipe was installed.

In the third year (2024), using two pipe crews, approximately 18,500 feet has been installed, which completes the pipe installation.

To date, \$32,151,161.61 has been paid on the original contract amount of \$45,961,700.00. Change Orders No. 1, 2, 3 and 4 have been approved, leaving the current contract price at \$46,899,055.88.

Contract 5C

The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting.

Oscar Renda was not meeting their install targets so a second pipe crew was sent out on July 10. To date, 19,352 feet has been installed. The Kelly Creek tunnel is complete.

To date, \$22,389,224.03 has been paid on the original contract amount of \$76,663,355.00.



Stripping Topsoil



Trench Box w/ Dewatering Pipes

Contract 5D

The contract price is \$61,677,275.00 for 10 miles of pipe awarded to Carstensen Contracting. To date, the contractor has installed 21,618 feet with one pipe crew.

To date, \$21,312,129.87 has been paid on the original contract amount of \$61,677,275.00. Change Order No. 1 has been approved, leaving the current contract price at \$59,375,495.00.



Stored Pipe on Site



Placing Dewatering Pipe

**DESIGN**

The design team is also working with Reclamation and USFWS on routing the ENDAWS pipeline through wetland and other various existing easements.

Bid opening on Contract 6A was held on November 7, 2024. Final design efforts have started on Contracts 7 and 4. Additional geotechnical data is complete.

RRVWSP Awarded Contracts				
No.	Contract Name	Contractor	Bid Price	Final Contract Price
1	Missouri River Intake Wet Well & Site Development	ICS	\$4,989,405.88	\$4,721,446.47
1	Sheyenne River Outlet Discharge Structure & Site Development	Industrial Builders	\$1,516,955.00	\$1,521,884.00
2	Missouri River Intake, Screen Structure & Tunnel	Michels	\$18,896,900.00	\$19,444,156.60
5A	Transmission Pipeline East (TPE)	Garney	\$8,366,201.00	\$8,393,396.44
5B	TPE Carrington to Bordulac	Garney	\$45,961,700.00	
5D	TPE Sykeston to Carrington	Carstensen	\$61,677,275.00	
5C	TPE Bordulac to James River	Oscar Renda	\$76,663,355.00	



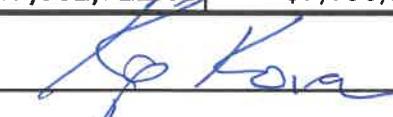
**BID TABULATION SUMMARY**  
 110  
 Red River Valley Water Supply Project  
 Red River Valley Transmission Pipeline  
 James River to McKinnon Twp, Foster County, ND  
 Contract 6A, Task Order 5561



Bid Opening 2:00 p.m. CST, Thursday, November 7, 2024

No.	Bidder	Attended Pre-bid Conference	Env 1							Env 2				Base Bid	Additive Bid Alt No. 1	Total of Base Bid and Additive Bid Alt No. 1	Additive Bid Alt No. 2	Grand Total of Base Bid and Additive Bid Alt Nos. 1 & 2
			Bid Bond Included in the Amount of 5 percent of Bid	Contractor's License or Certificate of Renewal Included	Non-Collusion Affidavit Included and Completed	EJCDC C-451 Qualifications Statement Completed	Meets General Contractor Qualification Requirements	Meets Tunneling Contractor Qualification Requirements	Proposed Subcontractors, Suppliers, and Manufacturers Questionnaire Included and Completed	Acknowledged Addendum No. 1	Acknowledged Addendum No. 2	Acknowledged Addendum No. 3	Acknowledged Addendum No. 4					
1	Carstensen Contracting	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$37,389,325.00	\$8,802,500.00	\$46,191,825.00	\$6,336,675.00	\$52,528,500.00	
2	Harper Brothers Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$54,872,280.00	\$11,763,064.00	\$66,635,344.00	\$8,295,744.00	\$74,931,088.00	
3	Oscar Renda Contracting*	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$43,139,550.00	\$9,087,300.00	\$52,226,850.00	\$6,904,800.00	\$59,131,650.00	
4													* read as \$43,053,600.00					
5																		
6																		
7																		
8																		
	Engineer's Estimate	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$37,844,273.00	\$9,488,649.00	\$47,332,922.00	\$7,180,059.00	\$54,512,981.00	

Garrison Diversion Conservancy District  
 PO Box 140  
 Carrington, ND 58421  
 701-652-3194

  
 Kip Kovar, PE  
 District Engineer / Deputy Director of RRVWSP for Engineering  
 November 7, 2024



**Black & Veatch Corporation**  
 8800 Ward Parkway, Suite 400, Kansas City, MO 64114  
 P +1 913-458-3571 E RonnekampKA@bv.com

November 19, 2024

Garrison Diversion Conservancy District  
 Red River Valley Water Supply Project  
 Red River Valley Transmission Pipeline  
 Task Order 5561, Contract 6A

BV Project 188972/409655  
 BV File 55.5561.5

Mr. Duane DeKrey  
 General Manager  
 PO Box 140  
 Carrington, ND 58421

Dear Mr. DeKrey:

This letter provides the bid results and a recommendation of award for the Red River Valley Transmission Pipeline, Contract 6A project to Carstensen Contracting, Inc. of Dell Rapids, South Dakota.

Garrison Diversion Conservancy District held a bid opening at its Carrington office on November 7, 2024, at 2 p.m. local time. A total of three bids were received; all bids were opened and read aloud. The bid results are as follows:

**Table 1 – Bid Tabulation Summary**

Contractor	Base Bid (~4.8 miles of 72" pipe)	Bid Alt 1 (~1.3 miles of 72" pipe)	Bid Alt 2 (~1.0 miles of 72" pipe)	Grand Total Base Bid + Alt 1 + Alt 2 (~7.1 miles of 72" pipe)
Carstensen Contracting, Inc. Dell Rapids, SD	\$37,389,325	\$8,802,500	\$6,336,675*	\$52,528,500
Harper Brothers Construction, LLC Houston, TX	\$54,872,280	\$11,763,064	\$8,295,744	\$74,931,088
Oscar Renda Contracting, Inc. Grapevine, TX	\$43,139,550	\$9,087,300	\$6,904,800	\$59,031,650
Engineer's Estimate	\$37,844,273	\$9,488,649	\$7,180,059	\$54,512,981

\* In Carstensen's Bid Form, this amount was shown as \$6,336,655 in words; however, this was resolved to the amount shown based on the summation of the prices and the figures written.

**Table 2 – Bid Price Evaluation Summary**

Contractor	Grand Total Base Bid + Alt 1 + Alt 2	Comparison to Engineer's Estimate
Carstensen Contracting, Inc. Dell Rapids, SD	\$52,528,500	-\$1,984,481: -3.6%
Harper Brothers Construction, LLC Houston, TX	\$74,931,088	+20,418,107: +38%
Oscar Renda Contracting, Inc. Grapevine, TX	\$59,031,650	+4,518,669: +8.3%
Engineer's Estimate	\$54,512,981	--

Carstensen Contracting, Inc. of Dell Rapids, South Dakota submitted the apparent low bid. Oscar Renda Contracting, Inc. of Grapevine, Texas submitted the apparent second low bid.

**EVALUATION OF THE APPARENT LOW BIDDER'S BID**

The engineer's opinion of probable construction cost (cost opinion) for the Project prepared by Black & Veatch for the Grand Total of the Base Bid plus Alternatives 1 and 2 was \$54,512,981. One bidder had a lower Bid and two bidders had higher Bids than the Black & Veatch's cost opinion. There was a \$1,984,481 or 3.64 percent difference between the apparent low bid and Black & Veatch's cost opinion. The cost opinion was \$7,650,765 or 14 percent lower than the average of the three bids received.

A comparison of the Bids shows that the overall low Bidder was also the low Bidder for the Base Bid and each of the two Bid Alternatives. For the comparison of the Grand Total of the Base Bid plus Alternatives 1 and 2, there is a difference of \$6,503,150 or 12.4 percent between the low Bid and the second low Bid. Because of this noticeable difference, Black & Veatch contacted the apparent low bidder to verify there were no errors made in preparation of its bid. Carstensen confirmed it did not have any errors in its bid and it is standing by its bid of \$54,512,981. Bidders were given 24 hours to withdrawal a bid due to a substantiated error, with return of the bid security. Garrison Diversion nor the Engineer received such notice.

Based on discussions with the apparent low bidder following the bid opening, it is Black & Veatch's opinion that Carstensen has a good understanding of the Project and the key elements thereof. A review of their unit prices indicates a distribution like other bidders. The spread between the low and second low came down to Carstensen's estimated efficiency, rate of pipe installation, and favorable terms from its steel pipe supplier, Northwest Pipe. The approximate \$7.5 million difference between the low and the second low is captured primarily in the difference in the installed price of the 72-inch transmission pipeline, Bid Item No. 2 in favor of Carstensen, and offset by Carstensen's higher unit prices for gravel road restoration and asphalt road overlay, Bid Items No. 18 and 19.

**EVALUATION OF THE APPARENT LOW BIDDER'S QUALIFICATIONS**

In 2023, Garrison Diversion undertook a general contractor prequalification process, where seven general contractors were prequalified for its projects, including Carstensen. Hence, a general contractor qualification submittal was not required of Carstensen for the Bid. In addition, Carstensen is currently the contractor performing the construction work on Contract 5D and is performing the work satisfactorily and on schedule.

**SUMMARY AND RECOMMENDATION**

Given the Engineer's review of the bids, the prequalification of Carstensen as a pipeline general contractor for the Red River Valley Water Supply Project, and their current work on Contract 5D, Black & Veatch recommends Garrison Diversion award the Project to the low bidder, Carstensen Contracting, Inc. for its Total Bid of the Base Bid plus Bid Alternatives 1 and 2 in the amount of \$52,528,500. The Total of the Base Bid plus the two alternatives is within the Project's biennium budget allocation and below the Engineer's cost opinion. Should you concur with Black & Veatch's recommendation, a Notice of Award will be prepared and forwarded to Garrison Diversion for signature. In addition, conformed copies of the Contract Documents, including the Agreement and required bonds, will be prepared, and forwarded to Carstensen for execution.



If you have any questions concerning this Recommendation of Award for the subject project, please contact us.

Sincerely,  
BLACK & VEATCH CORPORATION



---

Kurt A. Ronnekamp  
Program Manager

Enclosures

cc: Ms. Merri Mooridian, GDCD  
Mr. Kip Kovar, GDCD  
Mr. Paul Boersma, BV  
File

**Notice of Award**

Date of Issuance:

Owner: Garrison Diversion Conservancy District	Owner's Task Order No.: 5561
Engineer: Black & Veatch	Engineer's Project No.: 409655
Project: RRVWSP, Red River Valley Transmission Pipeline	Contract Name: Contract 6A
Bidder: Carstensen Contracting Inc.	
Bidder's Address: 800 Quartzite Street, Dell Rapids, SD 57022	

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated November 7, 2024, including Base Bid and Alternative 1 and Alternative 2 for the above referenced Contract, and that you are the Successful Bidder and are awarded a Contract for construction of approximately 7.1 miles of 72-inch diameter steel water pipeline (Base Bid plus Alternative 1 and Alternative 2), including one 72-inch main line butterfly valve. Strict segregation and stockpiling of topsoil and subsoil for pipe installation will be required. The work also includes an impressed current pipeline corrosion protection system, pipeline appurtenances, and all other work specified or shown on the Drawings.

The Contract Price of the awarded Contract is Fifty-Two Million Five Hundred Twenty-Eight Thousand Five Hundred and 00/100 Dollars (\$52,528,500.00). The amount of the Unit Price Work is subject to adjustment. The extended prices are based on estimated quantities and payments will be made on actual quantities. Refer to General Conditions Paragraph 13.03, Instructions to Bidders Article 14, and Agreement Article 5 for information.

Electronic files with unexecuted counterparts of the Agreement will follow this Notice of Award under separate cover, and electronic pdf files of the Contract Documents were transmitted or made available to Bidder. Updated Issued for Construction documents will be provided to the Bidder after addenda and bidding documents are incorporated into the Contract Documents.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award:

1. Deliver to Owner the Contract Documents , fully executed by Bidder, leaving the date blank.
2. Deliver with the executed Contract Documents the Contract Security (e.g., performance and payment bonds) and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 15 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents , together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Garrison Diversion Conservancy District  
Owner

By: \_\_\_\_\_  
Duane DeKrey

Title: General Manager

cc: Kip Kovar, GDCD  
Kurt Ronnekamp, BV  
Red River Valley Water Supply Project  
Transmission Pipeline East  
Task Order 5560, Contract 6A

00 51 00  
Notice of Award  
November 2024

AGREEMENT

This Agreement is by and between Garrison Diversion Conservancy District (“Owner”) and Carstensen Contracting, Inc. (“Contractor”).

Owner and Contractor agree as follows:

ARTICLE 1 – THE PROJECT.

1.01. The name of the project is the **Red River Valley Water Supply Project, Red River Valley Transmission Pipeline, James River to McKinnon Twp, Foster County, ND, Task Order 5561, Contract 6A.**

1.02. The Project, of which the Work under the Contract Documents is a part, is generally described as construction of approximately 7.1 miles of 72-inch diameter steel water pipeline (Base Bid plus Alternative 1 and Alternative 2) including one 72-inch main line butterfly valve. Strict segregation and stockpiling of topsoil and subsoil for pipe installation will be required. The work also includes an impressed current pipeline corrosion protection system, pipeline appurtenances, and all other work specified or shown on the Drawings.

ARTICLE 2 – WORK.

2.01. Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 3 – ENGINEER.

3.01. The Project has been designed by Black & Veatch Corporation, 8800 Ward Parkway, Suite 400, Kansas City, Missouri 64114, who is referred to in the Contract Documents as Engineer. Engineer is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES.

4.01. Time of the Essence.

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02. Contract Times.

- A. The Contract Times shall be as indicated in Contractor's Bid. The Work shall be substantially completed within the number of days indicated in the Contractor's Bid after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the number of days indicated in Contractor's Bid after the date when the Contract Times commence to run.

4.03. Liquidated Damages.

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the following amounts for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the following amounts for each day that expires after such time until the Work is completed and ready for final payment.

	<u>Liquidated Damages per Day</u>
Milestone Completion of the Work	\$8,000
Substantial Completion of the Work	\$5,000
Completion of all Work	\$3,000
	<u>Liquidated Damages per Hour</u>
Completion of Open-Cut Road Crossings	\$500

- B. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified

for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.

- C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

#### 4.04. Delays and Damages.

- A. In the event Contractor is delayed in the prosecution and completion of the Work because of any delays caused by Owner or Engineer and, except as set forth in Paragraph 4.05 of the General Conditions, Contractor shall have no claim against Owner or Engineer for damages or contract adjustment other than an extension of the Contract Times and the waiving of liquidated damages during the period occasioned by the delay.

### ARTICLE 5 – CONTRACT PRICE.

5.01. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item), for the total amount of:

**Fifty-Two Million Five Hundred Twenty-Eight Thousand Five Hundred Dollars; (\$52,528.500).**

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on Estimated Quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

### ARTICLE 6 – PAYMENT PROCEDURES.

6.01. Submittal and Processing of Payments.

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02. Progress Payments; Retainage.

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15<sup>th</sup> day of each month during performance of the Work, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) as provided in Division 1, General Requirements.
- B. Prior to Substantial Completion, Owner will retain from progress payments, less the aggregate of payments previously made and less such amounts as Engineer shall determine or Owner may withhold in accordance with Paragraph 15.01.C of the General Conditions, an amount equal to the following percentages:
  - 1. Until the Work is 50 percent completed, retainage will be 10 percent of Work completed.
  - 2. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage on account of Work subsequently completed.
  - 3. Retainage will be 10 percent of the cost of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 15.01.B.1 of the General Conditions. Stored material and equipment retainage will be released when the material and equipment are incorporated in the Work.
  - 4. Upon Substantial Completion, Owner may release a portion of the retainage to Contractor, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed.
  - 5. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.

6. Consent of the Surety shall be obtained before any retainage is paid by Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

#### 6.03. Progress Payments; Stored Material.

- A. Payment will be made for material and equipment stored properly at the Site provided the material and equipment are complete and ready for installation.
  1. Payment will be made for the invoice amount less the specified retainage.
  2. Payment for material and equipment shown in the Application for Payment Form, Stored Material Summary, will be made for the invoice amount up to the value show in the Schedule of Values for that line item.
  3. Payment will be made for the value shown in the line item for products and material if invoices for material and equipment are less than the amount shown in the line item, and it can be demonstrated that no additional material or equipment are required to complete the Work described in that item.
  4. Provide invoices at the time materials are included in the Stored Material Summary. Include invoice numbers so that a comparison can be made between the actual invoices and those invoices and amounts included in the Stored Material Summary.
- B. Payment for material and equipment does not constitute acceptance of the product.
- C. The Work covered by progress payments becomes the property of the Owner at the time of payment. The Contractor's obligations with regard to proper care and maintenance, insurance, and other requirements are not changed by this transfer of ownership until accepted in accordance with the General Conditions.

#### 6.04. Final Payment.

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 15.06.

## ARTICLE 7 – INTEREST.

7.01. All amounts not paid when due shall bear interest at the maximum rate allowed by law at the place of the Project.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS.

8.01. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, or performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) safety precautions and programs incident thereto.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the



performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS.

### 9.01. Contents.

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 10, inclusive).
  - 2. Bonds:
    - a. Performance bond (pages 1 to 3, inclusive)
    - b. Payment bond (pages 1 to 3, inclusive).
  - 3. General Conditions (pages 1 to 65, inclusive).
  - 4. Supplementary Conditions (pages 1 to 32, inclusive, plus all Supplementary Conditions attachments).
  - 5. Specifications as listed in the table of contents of the Project Manual.

6. Drawings (not attached but incorporated by reference) consisting of a cover sheet and 43 other sheets, with each sheet bearing the following general title:

**Red River Valley Transmission Pipeline  
James River to McKinnon Twp, Foster County, ND  
Task Order 5561, Contract 6A**

Sheet titles are listed on Sheet 2 of the Drawings.

7. Addenda (numbers 1 to 4 inclusive).
8. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid.
  - b. Documentation submitted by Contractor prior to Notice of Award.
9. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
  - a. Work Change Directives.
  - b. Change Orders.
  - c. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS.

10.01. Terms.

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

#### 10.02. Assignment of Contract.

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03. Successors and Assigns.

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04. Severability.

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 11 – NOT USED

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER: Garrison Diversion Conservancy District

CONTRACTOR: Carstensen Contracting Inc.

\_\_\_\_\_  
By: Duane DeKrey

\_\_\_\_\_  
By: \_\_\_\_\_

Title: General Manager

Title: \_\_\_\_\_  
*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

401 Hwy 281 NE  
Carrington, ND 58421

Address for giving notices:

800 East Quartzite Street  
Dell Rapids, SD 57022

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
Contractor's License No. 28630

\_\_\_\_\_  
Expiration Date 3/1/2025

\_\_\_\_\_  
Attorney for Owner

Notice to Proceed

Project: Red River Valley Water Supply Project	Owner: Garrison Diversion Conservancy District	Owner's Task Order No.: 5561
Contract Name: RRV Transmission Pipeline, Ct 6A	Engineer: Black & Veatch	Engineer's Project No.: 409655
Contractor: Carstensen Contracting Inc.		

Contractor's Address: 800 East Quartzite Street, Dell Rapids, South Dakota 57022

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on January 6, 2025.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Milestone Completion is October 30, 2026, Substantial Completion is May 28, 2027, and the date of readiness for final payment is July 30, 2027.

Carstensen Contracting Inc.  
\_\_\_\_\_  
(Contractor)

Garrison Diversion Conservancy District  
\_\_\_\_\_  
(Owner)

Received by:

Given by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

Duane DeKrey, General Manager  
\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

cc: Kip Kovar, GDCCD  
Kurt Ronnekamp, BV



GARRISON DIVERSION  
 CONSERVANCY DISTRICT  
 P.O. BOX 140  
 CARRINGTON, N.D. 58421  
 (701) 652-3194  
 gdc@gdcd.org  
 www.garrisondiversion.org

**BY EMAIL**

October 23, 2024

Joe Hall, Area Manager  
 Bureau of Reclamation  
 304 East Boardway Ave.  
 Bismarck, ND 58501

Dear Joe:

Garrison Diversion is requesting written confirmation that the Eastern North Dakota Alternate Water Supply (ENDAWS) Project is eligible for federal power through the Western Area Power Administration (WAPA). The ENDAWS facilities are eligible for funding from the Municipal, Rural and Industrial (MR&I) Water Supply Program. These facilities include but are not limited to the biota water treatment plant, pump stations and break tanks near McClusky, North Dakota.

It is our understanding that Reclamation is to determine eligibility of the ENDAWS Project to receive federal power. If you have questions or need additional information, please contact Garrison Diversion.

Sincerely,

Duane DeKrey  
 General Manager

DD/las



# United States Department of the Interior

BUREAU OF RECLAMATION  
2021 4<sup>th</sup> Avenue North  
Billings, MT 59101



IN REPLY REFER TO:

MB-4100  
2.2.4.22

Mr. Duane DeKrey, General Manager  
Garrison Diversion Conservancy District  
PO Box 140  
Carrington, ND 58241-0140

Subject: Eastern North Dakota Alternate Water Supply (ENDAWS) Project Eligibility for Federal Power, Garrison Diversion Unit, Pick-Sloan Missouri Basin Program, North Dakota

Dear Mr. DeKrey:

Reclamation is in receipt of your letter dated October 23, 2024, requesting written confirmation of the eligibility for ENDAWS to receive Federal power. This letter is to confirm ENDAWS is eligible to receive Federal power pursuant to the Dakota Water Resource Act (DWRA) of 2000, as amended, particularly, but not limited to, Sections 6 and 7 of the DWRA. The DWRA authorizes power from the Pick-Sloan Missouri Basin Program for operation of municipal, rural, and industrial systems constructed with funds authorized by Section 7 of the DWRA.

If you have any questions, please contact Mr. Nathan Kraft, at (701) 221-1254 or [nkraft@usbr.gov](mailto:nkraft@usbr.gov). If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Sincerely,

**BRENT  
ESPLIN**

Digitally signed by  
BRENT ESPLIN  
Date: 2024.11.19  
09:00:14 -07'00'

Brent C Esplin  
Regional Director  
Bureau of Reclamation

INTERIOR REGION 5 • MISSOURI BASIN  
INTERIOR REGION 6 • ARKANSAS-RIO GRANDE-TEXAS GULF

COLORADO\*, KANSAS, MONTANA\*, NEBRASKA, NORTH DAKOTA\*, OKLAHOMA, SOUTH DAKOTA\*, TEXAS\*, WYOMING\*

\* PARTIAL



## 2023 to 2025 Biennium Work Plan

(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

December 9, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	<b>Garrison Diversion Conservancy District Budget</b> Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.		GDCD				\$ 1.00	\$ 0.75	\$ 0.25			
	<b>Property, Easements, and Crop Damage Payments<sup>4</sup></b> Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners. Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.		RRVWSP ENDAWS ENDAWS Facilities Crp Dmg		\$ 0.49	\$ 0.37	\$ 0.12	\$ 2.21	\$ 1.66	\$ 0.55		
3.	<b>Transmission Pipeline East Contract 5C</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Jul-23 Nov-23	Prof Srvs Const, 2026 Fin							\$ 5.64	\$ 4.23	\$ 1.41
	<b>Transmission Pipeline East Contract 5D</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.		Jul-23 Oct-23	Prof Srvs Const, 2026 Fin							\$ 5.47	\$ 4.10
5.	<b>RRV Transmission Pipeline Contract 6A</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.	Jul-23 Dec-24	Prof Srvs Const, 2027 Fin							\$ 5.47	\$ 4.10	\$ 1.37
	<b>ENDAWS Transmission Pipeline Contract 3</b> Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.		Aug-23	ENDAWS	\$ 3.06	\$ 2.29	\$ 0.76					





## 2023 to 2025 Biennium Work Plan

(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

December 9, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
7.	<b>Transmission Pipeline East Contracts 4A and 4B</b>	27± mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdsfield at HBTs.	Feb-24	Prof Srvs				\$ 7.18	\$ 5.39	\$ 1.80			
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).												
8.	<b>RRV Transmission Pipeline Contract 7</b>	14± mi of 72" pipeline, including several 96" tunnels. Pipeline extends from the east end of Contract 6B to the outfall on the Sheyenne River southeast of Cooperstown.	Aug-23	Prof Srvs				\$ 2.93	\$ 2.19	\$ 0.73			
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).												
9.	<b>McClusky Canal Intake and Pumping Station</b>	Siting; passive intake screens, pumping station similar to MRI, and utility extension design can begin for new facility to be located near McClusky, ND.	Feb-24	Prof Srvs	\$ 0.75	\$ 0.56	\$ 0.19						
	Scope: Conceptual and preliminary design of an intake and pumping station at the McClusky Canal. Need: Preliminary designs are necessary so site acquisition can begin and final design can commence when land is secured.												
10.	<b>Biota Water Treatment Plant and Main Pumping Station</b>	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Feb-24	Prof Srvs	\$ 2.87	\$ 2.15	\$ 0.72						
	Scope: Conceptual and preliminary designs for a Biota WTP and Main Pumping Station, including hydraulic surge facility. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.												
11.	<b>Hydraulic Break Tanks</b>	Two 5 MG above-ground storage tanks and accessories, site piping and valves, monitoring, and utility extensions necessary for a new greenfield site.	Feb-24	Prof Srvs	\$ 0.37	\$ 0.28	\$ 0.09						
	Scope: Preliminary design of above-ground tanks and associated facilities at or near the continental divide. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.												
12.	<b>PMIS Annual Licenses &amp; Continued Maint/Upgrades</b>	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of contractors/ subcontractors and workflow/report additions and modifications.	Feb-24	Vend & Prof Srvs				\$ 0.50	\$ 0.37	\$ 0.12			
	Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for voluminous amount of construction related documents.												
13.	<b>Prg Mgmt to Support Larger Spend and Expanded Team</b>	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Aug-23	Prof Srvs				\$ 0.65	\$ 0.49	\$ 0.16			
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion. Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.												



## 2023 to 2025 Biennium Work Plan

(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

December 9, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
14.	<b>Outreach, Png, and Design to Secure User Commitments</b>	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Aug-23	Prof Srvs				\$ 1.69	\$ 1.27	\$ 0.42			
	Scope: User briefings and necessary support, including conceptual designs, to secure project commitments. Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.												
15.	<b>Operational Planning and Asset Management Phase 3</b>	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24	Prof Srvs				\$ 0.46	\$ 0.35	\$ 0.12			
	Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.												
16.	<b>Financial Planning Support</b>	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Aug-23	Prof Srvs				\$ 0.59	\$ 0.44	\$ 0.15			
	Scope: Continue to refine the financial model and provide scenarios as required to support users and the program. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.												
17.	<b>Additional End User Outreach</b>	Conceptual designs and other consulting support to support end user understanding of core pipeline and applicable branch pipeline CapEx necessary to secure MOU signatures.	Jan-25	Prof Srvs				\$ 0.50	\$ 0.38	\$ 0.13			
	Scope: Branch pipeline conceptual designs and other consulting assistance to potential end users. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.												
18.	<b>ENDAWS BWTP Site Dev, Grading, and Tunnel Shaft</b>	Access roads to proposed site of new Biota WTP, mass grading to prepare for structure construction, and temporary excavation support system for intake pumping station wetwell.	Jul-25	Prof Srvs	\$ 1.40	\$ 1.05	\$ 0.35						
	Scope: Final design and bidding assistance with partial execution of the construction work by GDCC. Need: Provide site access for construction and ready site for substantial facilities construction beginning in 2028.												
19.	<b>ENDAWS Biota Water Treatment Plant Piloting</b>	Pilot scale treatment train consisting of preliminary treatment, UV disinfection, chlorination, and residual chloramine treatment.	Apr-25	Prof Srvs	\$ 0.90	\$ 0.68	\$ 0.23						
	Scope: water treatment piloting of preliminarily selected treatment processes with a 3-month duration. Need: Process demonstration necessary to make sure water quality treatment objectives can be met with selections.												
20.	<b>ENDAWS BWTP Geotechnical Investigation Phase 2</b>	Geotechnical borings; soil characterization, sampling and testing; and reporting to fully inform design team and contractors of on-site insitu soil characteristics.	Jul-25	Prof Srvs	\$ 0.15	\$ 0.11	\$ 0.04						
	Scope: Additional borings and soil sampling expanding upon the initial program implemented during preliminary design. Need: More data needed to properly design foundations, structures, pavement, etc. for the new facilities.												



## 2023 to 2025 Biennium Work Plan

(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

December 9, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
21.	<b>ENDAWS BWTP Electrical Service Extension Study</b>	Evaluate substation needs and routing of 15 to 25 miles of high-voltage power lines to serve the new BWTP. Identify permitting and easement requirements.	Apr-25	Prof Srvs	\$ 0.45	\$ 0.34	\$ 0.11						
	Scope: Study and report of electrical service extension to serve the new biota water Treatment plant Need: There have been no recent studies of electrical service infrastructure necessary at the McClusky facilities site.												
20.	<b>ENDAWS TM Contract 2 Final Design and Bidding Asst</b>	11± mi of 72" pipeline, including 96" diameter tunnels. Pipeline extends from ND Highway 14 east to the connection point with Contract 3.	Jul-25	Prof Srvs	\$ 3.10	\$ 2.33	\$ 0.78						
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have next pipeline section bid-ready so when Federal funding is secured/allocated construction can proceed.												
21.	<b>Contingency</b>	<i>Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.</i>	N/A	GD CD	\$ 0.25	\$ 0.19	\$ 0.06	\$ 0.25	\$ 0.19	\$ 0.06	\$ 6.32	\$ 4.74	\$ 1.58
	Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs. Need: Address and pay for changes that are sure to occur.												
<b>TOTAL PROGRAM BUDGET</b>					<b>\$ 15.79</b>	<b>\$ 11.84</b>	<b>\$ 3.95</b>	<b>\$ 18.75</b>	<b>\$ 14.06</b>	<b>\$ 4.69</b>	<b>\$ 211.46</b>	<b>\$ 158.60</b>	<b>\$ 52.87</b>

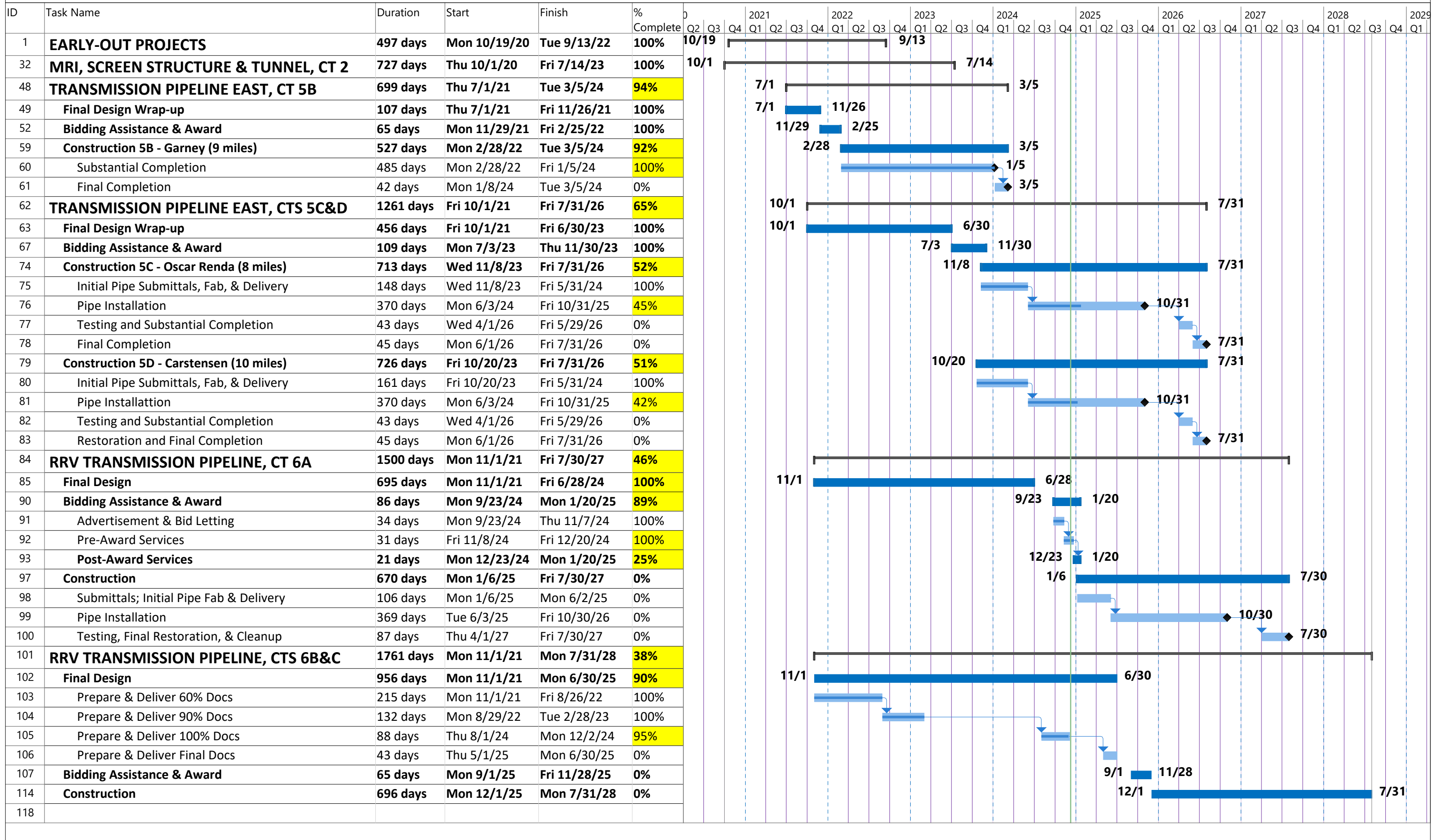
**Notes:**

1. Construction costs include management, engineering services during construction, inspection, field quality control, and construction.
2. Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.
3. Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are not shown.
4. Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damage, and field obstructions. Estimates include pipeline easements required for the ENDAWS east/west pipeline and remaining easements from the beginning of the Contract 4 transmission main to the Sheyenne River Outfall, with most located in Wells County.
5. Items appearing in blue bold are progressing with task orders and contracts issued to the engineering team and contractors, respectively. Items appearing in blue italics have been updated to reflect adjustments made for actual amounts contracted. Items shown in black text are pending. Items shown in green are new and were added with the \$6M MR&I funding in October 2024. Items highlighted in yellow have changed from the previous version of the Work Plan.

2020-2028 Schedule  
Red River Valley Water Supply Project

24-12 GDCD RRVWSP 2020-28 Schedule

Mon 12/9/24

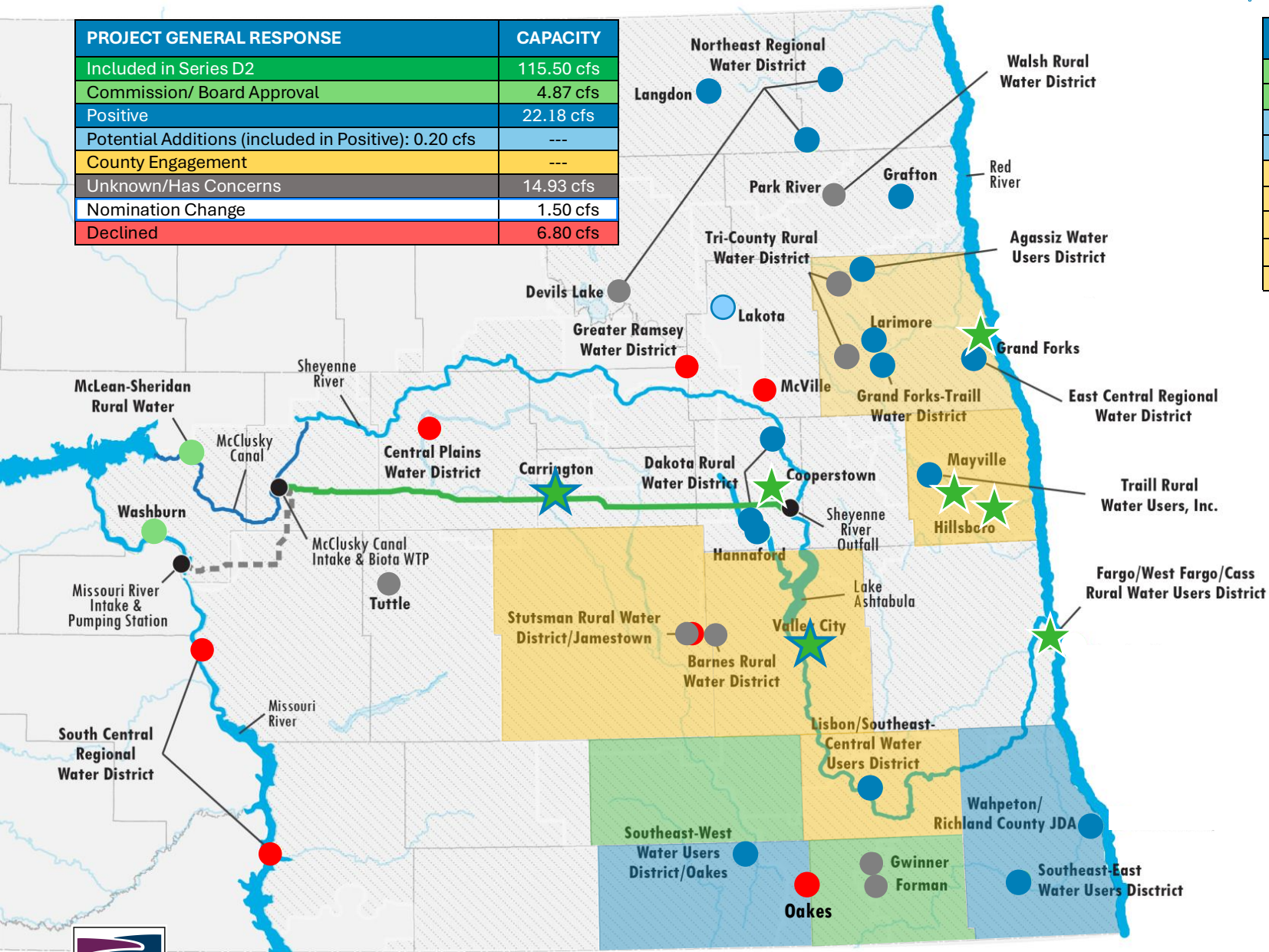




# RRVWSP Prospective Users Update

PROJECT GENERAL RESPONSE	CAPACITY
Included in Series D2	115.50 cfs
Commission/ Board Approval	4.87 cfs
Positive	22.18 cfs
Potential Additions (included in Positive): 0.20 cfs	---
County Engagement	---
Unknown/Has Concerns	14.93 cfs
Nomination Change	1.50 cfs
Declined	6.80 cfs

COUNTY ENGAGEMENT
Sargent County
LaMoure County
Dickey County
Richland County
Ransom County
Grand Forks County
Traill County
Stutsman County
Barnes County



# RRVWSP Prospective Users Update

December 13, 2024

ANTICIPATED PROJECT PARTICIPANTS	NOMINATION (CFS)	GENERAL RESPONSE
Fargo/ West Fargo/ Cass Rural Water District	83.70	Approved Series D Financing
Grand Forks	28.10	Approved Series D Financing
Jamestown	11.00	Unknown with Possible Nomination Decrease
Wahpeton	6.00	Previously Withdrew but Now Positive
East Central Regional Water District (Grand Forks Traill, Traill Rural, Larimore)	4.40 (3.00, 1.10, 0.30)	Positive with Concerns
Stutsman Rural Water District	4.00	Declined
Northeast Regional Water District / Langdon	3.20	Positive with Concerns
Southeast Water Users District	2.50	Positive with Possible Nomination Increase
Grafton	2.00	Positive
Richland County	2.00	Positive
<b>Valley City</b>	<b>2.00</b>	<b>City Council Approved with Nomination Increase</b>
Walsh Rural Water District	1.00	On the Fence
Agassiz Water District	1.00	Positive with Concerns
Tri-County Rural Water District	1.00	On the Fence
Devils Lake	1.00	On the Fence with Discussion of Branch Pipeline Terminations
Greater Ramsey Rural Water	1.00	Declined
Dakota Rural Water District	0.70	Positive with Possible Nomination Increase
Central Plains Water District	0.60	Declined
Oakes	0.60	Previously a Potential Addition, but has Now Declined
<b>Carrington</b>	<b>0.50</b>	<b>Approved Series D Financing with Nomination Reduction</b>
Mayville	0.50	Approved Series D Financing
Hillsboro	0.50	Approved Series D Financing
Barnes Rural Water District	0.50	Previously Withdrew but Reconsidering
South Central Regional Water District	0.50	Declined
Washburn	0.45	Commission Approval
McLean-Sheridan Water District	0.42	Board Approval
Park River	0.40	Did Not Attend Regional Meeting in Grafton
Lisbon	0.33	Positive with Possible Nomination Increase
Lakota	0.20	Potential Addition with Discussion of Branch Pipeline Terminations
Cooperstown	0.20	Positive
McVile	0.10	Declined
Hannaford	0.05	Will be served by Dakota Rural Water District in the future
Tuttle	0.02	On the fence
Forman	0.01	Considering
Sargent County	1.00	Commission Approval
LaMoure County	3.00	Commission Approval
Dickey County	---	Positive and Likely Addition
Ransom County	---	Positive and Likely Addition
Grand Forks County	----	Team has Engaged with the County
Traill County	----	Team has Engaged with the County
Stutsman County	----	Team has Engaged with the County
Barnes County	----	Team has Engaged with the County

PROJECT GENERAL RESPONSE	CAPACITY
Included in Series D2	115.50 cfs
Commission/ Board Approval	4.87 cfs
Positive	22.18 cfs
Potential Additions (included in Positive): 0.20 cfs	---
County Engagement	---
Unknown/Has Concerns	14.93 cfs
Nomination Change	1.50 cfs
Declined	6.80 cfs



- The Lake Agassiz Water Authority (LAWA) has developed an Assurance Policy for participants of the Red River Valley Water Supply Project (RRVWSP). The goal of the RRVWSP Assurance Policy is to reduce financial risk for Participants while the project is built and initially operated. A city or rural water system that decides to no longer be served by the RRVWSP within the first 10 years of operation will be eligible to be reimbursed for the principal payments for their nomination. Allowing nominations to be relinquished will provide opportunities for other RRVWSP Participants wanting to increase their water nominations.

## UNDERSTANDING THE POLICY



**A RRVWSP Participant's nominations and financial commitment may be assumed by LAWA or LAWA member entities if a participant determines the water supply is no longer needed.**



**Coverage under the policy is limited to 10 years from the date the RRVWSP becomes operational.**



**LAWA or LAWA member entities will reimburse the outgoing Participant for principal contributions up to the point of assumption of the nominations and financial commitment.**



**The Cities of Fargo and Grand Forks are committed to assuming unwanted nominations and financial commitments proportional to their vested interests in the project.**



**Other RRVWSP Participants may assume nominations that become available along with the associated financial commitments.**



## ASSURANCE POLICY DESCRIPTION WITHIN MEMORANDUM OF COMMITMENT

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There is no financial penalty to Participant if it signs this MOC and does not ultimately sign the PPA. There is no credit to Participant or reimbursement of any prior amounts that Participant may have paid to Garrison Diversion or LAWA for any Project contributions or other Project support if Participant does not sign a PPA. If Participant signs the PPA and thereafter no longer desires to receive water from the Project, Participant may be eligible to have its nomination, and the associated financial commitment therefor, assumed by LAWA or another LAWA member entity. The assumption of Participant's nomination may include the reimbursement to Participant for principal amounts contributed by Participant for capital expenses of the Project to the point of assumption. Further details on the assumption of a nomination will be outlined in the PPA.



## FREQUENTLY ASKED QUESTIONS

**Q** | IF A CITY OR RURAL WATER SYSTEM DETERMINES LESS WATER IS NEEDED THAN ORIGINALLY SIGNED UP TO RECEIVE, IS IT REQUIRED TO RELINQUISH THE ENTIRE NOMINATION UNDER THE ASSURANCE POLICY?

**A** | **NO.** If a RRVWSP Participant determines it has nominated more than needed, a portion of its original nomination and the portion's financial commitment may be offered back to LAWA and LAWA member entities. The Participant would keep the remaining nomination and the associated financial commitment.

**Q** | CAN A RRVWSP NOMINATION THAT IS RELINQUISHED UNDER THE ASSURANCE POLICY BE SPLIT AMONGST LAWA MEMBER ENTITIES?

**A** | **YES.** If more than one LAWA member entity wants to increase its nomination, the relinquished nomination may be split proportionally along with the financial commitment.

**Q** | WHAT IF NO OTHER LAWA MEMBER ENTITIES ARE INTERESTED IN NOMINATIONS THAT BECOME AVAILABLE?

**A** | If a Participant requests to relinquish a nomination under the RRVWSP Assurance Policy, LAWA will offer the nominated amount to member entities. As the largest RRVWSP Participants, the Cities of Fargo and Grand Forks have committed to increasing their nominations along with their associated financial commitments to ensure the continued success of the Project. If no other LAWA member entities express interest in assuming relinquished nominations, Fargo and Grand Forks will split the nominations and financial obligations proportionally.



October 2, 2024

The Honorable Joe Manchin  
Chairman  
Energy and Natural Resources Committee  
U.S. Senate  
Washington, DC 20510

The Honorable John Barrasso  
Ranking Member  
Energy and Natural Resources Committee  
U.S. Senate  
Washington, DC 20510

Dear Chairman Manchin and Ranking Member Barrasso:

The members of Waterways Council, Inc. (WCI) and the American Waterways Operators (AWO) are writing to express opposition to the changes recommended in the Dakota Water Resources Development Act of 2024 (S. 4996).

This legislation would authorize funding for projects that would divert water from the Missouri River, jeopardizing flows needed to support navigation on the Missouri and Mississippi rivers. Diverting water from the Missouri River would disrupt the efficient movement of waterborne commerce resulting in far-reaching national and regional economic consequences. Allowing the additional transfer of water from the Missouri River has the potential to increase transportation costs for American farmers and threaten their ability to move products to the global market.

We respectfully request that the Committee does not take any action on legislation that would allow water to be transferred out of the Missouri River basin.

Sincerely,

Tracy Zea  
President and CEO  
Waterways Council, Inc.

Jennifer Carpenter  
President and CEO  
The American Waterways Operators



October 28, 2024

The Honorable Joe Manchin, Chair  
 The Honorable John Barrasso, Ranking Member  
 304 Dirksen Senate Office Building  
 Energy and Natural Resources Committee  
 U.S. Senate  
 Washington, D.C. 20510-5150

The Honorable Bruce Westerman, Chair  
 The Honorable Raúl Grijalva  
 Natural Resources Committee  
 U.S. House of Representatives  
 1324-A Longworth House Office Building  
 Washington, D.C. 20510-6201

Dear Chairs Manchin and Westerman and Ranking Members Barrasso:

The Upper Mississippi River Basin Association (UMRBA) is writing in opposition to the proposed Dakota Water Resources Development Act of 2024 (S. 4996 and H.R. 9554). UMRBA has long held the position that the Missouri River water should be kept flowing within its basin and available to make its contribution to the Mississippi River. Such interbasin transfers as proposed in the proposed legislation would encourage unsustainable development and water use and result in far-reaching economic, societal, and ecological consequences to the nation.

As a general principle, UMRBA calls upon Congress and the federal government to recognize the interconnectedness of the Mississippi River Basin's major subwatersheds in executing their myriad of water resource management responsibilities in the nation's heartland. Any analysis of out-of-basin water diversions must thoroughly evaluate all dimensions of the complex water resource management issues.

In dry years, the Missouri River represents 65 percent of the flow in the reach of the Mississippi River between St. Louis, Missouri and Cairo, Illinois. Diversions of water from the Missouri River basin would result in diminishing flows to the Mississippi River Basin, resulting in consequential harm to commercial navigation, regional water supplies, water quality, and aquatic ecosystems.

While UMRBA can certainly appreciate the position of North Dakota to secure as much water supply as possible, it is with that same concern for sustainable water resource supplies, that UMRBA must compel Congress to widen the focus on this proposed authority and weigh the consequences of limiting the supply available within the Missouri River Basin and downstream connection to the Mississippi River.

UMRBA respectfully requests that Congress coordinate with both the Association and its member states before taking any further action on any proposed out-of-basin diversions of water from the Missouri River Basin.

UMRBA appreciates your consideration of the concern expressed in this letter. Please contact UMRBA Executive Director Kirsten Wallace ([kwallace@umrba.org](mailto:kwallace@umrba.org), 651-224-2880) with any questions concerning the Association's position as well as requests for consultation.

Sincerely,

A handwritten signature in blue ink that reads "KWallace".

Kirsten Wallace  
 Executive Director

7900 West 78th Street, Suite 380  
 Edina, MN 55439  
 651-224-2880  
[www.umrba.org](http://www.umrba.org)



October 31, 2024

Senator Joe Manchin, Chairman  
Senator John Barrasso, Ranking Member  
US Senate Committee on Energy & Natural Resources  
304 Dirksen Senate Building  
Washington, DC 20510

Chairman Manchin, Ranking Member Barrasso, and members of the United States Senate Committee on Energy and Natural Resources:

As outlined in our September 4, 2024, letter of support (attached) for the Dakota Water Resources Act (DWRA) Amendments of 2024 (S. 4996), the significance of this critical piece of legislation cannot be overstated. Hundreds of thousands of North Dakota water users will benefit from your support and passage of S. 4996. For that reason, we felt it was necessary to provide a response to the DWRA opposition letters submitted by the Waterways Council, Inc. (WCI), American Waterways Operators (AWO), and Upper Mississippi River Basin Association (UMRBA) dated October 2 and 28, 2024, respectively.

Unfortunately, the only way to categorize both letters of opposition is to say what they truly are – categorically false. WCI and AWO state that planned water withdrawals in North Dakota for beneficial uses will “disrupt the efficient movement of waterborne commerce resulting in far-reaching national and regional economic consequences.” UMRBA says North Dakota’s diversion of Missouri River water will result in “consequential harm to commercial navigation, regional water supplies, water quality, and aquatic ecosystems.” Both are factually incorrect, unsubstantiated, and disregard scientific data. Therefore, we respectfully request that you consider the following facts in your decisions related to DWRA of 2024 reauthorization.

**1. Future water withdrawals of the two regional water supply projects that are being constructed in North Dakota will not impact downstream navigation.**

The two Missouri River water-dependent regional water supply projects that are currently under construction and will benefit from financial support through DWRA reauthorization are the Northwest Area Water Supply (NAWS) project and Eastern North Dakota Alternate Water Supply (ENDAWS) project (a component of the Red River Valley Water Supply). When completed, these two projects are expected to serve more than 470,000 people, or 60% of North Dakota’s water users, with a clean, reliable supply of water. With respect to the amount of Missouri River system water that could be diverted by these projects, the maximum designed discharge for both projects is 205 cubic feet per second (cfs). So how does that amount of water compare to downstream river flows and potential impacts to waterborne commerce? Let’s look at the numbers.

Navigation on the Missouri River is supported as far north as Sioux City, Iowa. According to the United States Army Corps of Engineers (USACE), a flow of 30,000 to 35,000 cfs is generally maintained at Sioux City. So, Missouri River water withdrawals in North Dakota for the aforementioned regional water supply projects will account for just over one-half of one percent of Missouri River flows at Sioux City. And the farther we look downstream, the smaller the already miniscule percentage.

This amount of water is immeasurable via gauge at Sioux City (including areas downstream) and will have *zero* impact on navigation and waterborne commerce. And, while it is understood that any Missouri River flow contributions would be deemed beneficial by UMBRA, it is also important to note that the USACE does not operate the Missouri River mainstem reservoir system in support of navigation on the Mississippi River.

## 2. There is historical Congressional and federal support of these projects.

In addition to clarifying that North Dakota's NAWS and ENDAWS projects will have no impact on waterborne commerce, we wanted to describe the history of Congressional authorizations that support these same projects. The Rivers and Harbors Act of 1935 and the Flood Control Act of 1944 authorized construction of six mainstem dams on the Missouri River, leading to the completion of the Garrison Dam in North Dakota in 1953. The six dams are operated for the authorized purposes of flood protection, hydropower, water supply, water quality, irrigation, fish and wildlife, navigation, and recreation. For the more than 560,000 acres in North Dakota flooded by Garrison and Oahe Dams (Lake Sakakawea and Lake Oahe), Congress passed legislation as partial compensation and to mitigate long-term impacts to the state.

With regard to compensatory legislation, in 1986, the Garrison Diversion Unit Reformulation Act (GDURA) authorized a federal Municipal, Rural, and Industrial (MR&I) water supply grant program to assist North Dakota with the development of critical water infrastructure. The 1986 GDURA also authorized advancement of the NAWS project. Fourteen years later, Congress passed the Dakota Water Resources Act of 2000, amending the 1986 GDURA. Funding provided in that 2000 Act was also used to advance ENDAWS, which will meet the objective of providing a reliable water supply to central North Dakota and the Red River Valley in the eastern region of the state.

In FY 2024, North Dakota received its final allocation as part of the original DWRA. Because more work remains to be completed on NAWS and ENDAWS, additional funding through the DWRA Amendments of 2024 is a high priority for North Dakota.

## 3. NAWS and ENDAWS comply with all federal requirements.

Because NAWS and ENDAWS rely on federal works, both projects have gone through all necessary permitting and National Environmental Policy Act (NEPA) requirements. The "Northwest Area Water Supply Project Final Supplemental Environmental Impact

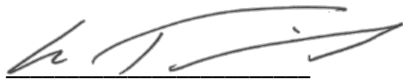
Statement; Burke, Bottineau, Divide, McHenry, McLean, Mountrail, Pierce, Renville, Ward, and Williams Counties, North Dakota” was issued by the United States Department of the Interior, Bureau of Reclamation, in April 2015, with the Record of Decision (ROD) signed in August 2015. The “Eastern North Dakota Alternate Water Supply Project Final Environmental Impact Statement” was issued by the United States Department of the Interior, Bureau of Reclamation, in December 2020, with the ROD signed in January 2021.

Fulfillment of NEPA requirements provided the required federal authorization for the State of North Dakota and local project partners to proceed with construction of the NAWS and ENDAWS projects. This includes the planned withdrawal of Missouri River water, which was called into question by both letters of opposition referenced previously.

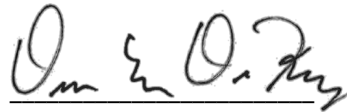
In closing, North Dakota’s rightful utilization of a miniscule percent of Missouri River water will provide water for our residents as a basic necessity of life; support economic development, including North Dakota’s position as the nation’s third largest oil producing state; and improve our resilience to the devastating impacts of future droughts. All of these benefits can be achieved through the successful passage of DWRA Amendments of 2024 (S. 4996) – and with no impacts to the navigation industry.

For these reasons, and those included in our previous letter, we respectfully request your support for the Dakota Water Resources Act Amendments of 2024. We thank you for your continued leadership of the Committee on Energy and Natural Resources.

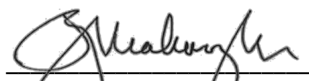
Sincerely,



Andrea Travnicek, Ph.D.  
Director  
ND Department of Water Resources



Duane Dekrey  
General Manager  
Garrison Diversion Conservancy Dist.



Mayor Tim Mahoney  
Chairman  
Lake Agassiz Water Authority



Eric Volk  
Executive Director  
ND Rural Water Systems Assoc.

Cc: U.S. Senator John Hoeven  
U.S. Senator Kevin Cramer  
U.S. Representative Kelly Armstrong  
Governor Doug Burgum

Attachment: September 4, 2024, Joint Letter of Support (DWRA Amendments of 2024)

**ATTACHMENT**

**September, 4, 2024, Joint Letter of Support (DWRA Amendments of 2024)**



September 4, 2024

Senator Joe Manchin, Chairman  
 Senator John Barrasso, Ranking Member  
 US Senate Committee on Energy & Natural Resources  
 304 Dirksen Senate Building  
 Washington, DC 20510

Chairman Manchin, Ranking Member Barrasso, and members of the United States Senate Committee on Energy and Natural Resources:

We thank you for your leadership and ask for your support of Dakota Water Resources Act (DWRA) reauthorization legislation. On behalf of the North Dakota Department of Water Resources, Garrison Diversion Conservancy District, Lake Agassiz Water Authority, and North Dakota Rural Water Systems Association, we appreciate your consideration of this request. More specifically, and as outlined in this letter, we are respectfully requesting \$687 million for state water supply needs, and \$743 million for Tribal water supply needs (see attached) be included in DWRA reauthorization legislation. This letter provides background on DWRA, detailed information on the projects included in the state's \$687 million request, and support for Tribal water supply needs.

To understand the critical importance of DWRA reauthorization to North Dakota, it is first necessary to understand the purpose and background of previous legislation, as well as the continued challenges in providing reliable and high-quality water for our citizens. From a historical perspective, the Rivers and Harbors Act of 1935 and the Flood Control Act of 1944 authorized construction of six mainstem dams on the Missouri River, leading to the completion of the Garrison Dam in North Dakota in 1953. For the more than 560,000 acres in North Dakota flooded by Garrison and Oahe Dams (Lake Sakakawea and Lake Oahe), Congress passed legislation as partial compensation and to mitigate long term impacts to the state and Tribal Nations located in the state.

With regard to compensatory legislation, in 1986, the Garrison Reformulation Act (GRA) authorized a federal Municipal, Rural, and Industrial (MR&I) water supply grant program to assist North Dakota with the development of critical water infrastructure. Fourteen years later, Congress passed the Dakota Water Resources Act of 2000, amending the 1986 GRA. Included in the DWRA of 2000 was a \$200 million increase in MR&I program funding and \$200 million for Tribal water supplies (both indexed for inflation), as well as \$200 million through loans to develop a project that would meet water supply needs in North Dakota's Red River Valley, which



never materialized. In FY 2024, North Dakota received its final allocation as part of the original DWRA – two dozen years after the original authorization.

Two progressing regional water supply systems relying on MR&I funding are the Northwest Area Water Supply (NAWS) project and the Eastern North Dakota Alternate Water Supply (ENDAWS) project, a component of the Red River Valley Water Supply Project. Both projects are currently under construction, and when completed, will provide high quality, drought resilient water supplies to approximately 60% of North Dakota’s water users in northern, central, and eastern regions of our state. Another regional water supply system that has been in place for decades, but has also utilized MR&I funding is the Southwest Pipeline Project (SWPP). SWPP currently serves 58,000 water users, or just over 7% of North Dakota’s population in the southwest region of our state. With continued growth and requirements for additional water comes additional financial need through the MR&I program for the SWPP as well.

To address long-standing water quality and quantity problems experienced by residents of northern North Dakota, the NAWS project was authorized by the GRA of 1986 and the DWRA of 2000 under the MR&I grant program. The general purpose of NAWS is to transport abundant Missouri River system water from Lake Sakakawea to a biota water treatment plant (BWTP) before it is piped across the continental divide to Minot, where it will then be treated again before distribution. Construction of NAWS began in 2002, with the main transmission line and associated features built between the city of Minot and Lake Sakakawea. Later in 2002, lawsuits were initiated, delaying the project for years. The District Court ruled in favor of the project in 2017, and that decision was upheld by the Appellate Court in 2019 - ending 17 years of litigation. Since 2019, construction on the NAWS project is back underway with the construction of pipelines, storage reservoirs, pump stations, and water treatment plants.

When completed, it is estimated the total cost of the NAWS project will be about \$440 million. To date, over \$350 million has already been invested, with approximately \$176 million of that total in federal funds. It is important to note, because of Boundary Waters Treaty of 1909 requirements, NAWS has been required to construct the BWTP, which is the first and only one of its kind in the country. This has added additional project costs that were not envisioned when NAWS, and ENDAWS for that matter, were originally planned. As such, BWTP costs are 100 percent the responsibility of the federal government. However, because no federal authorization has been directed specifically for that purpose, North Dakota and the federal government have been forced to use MR&I program funds for Phase I BWTP efforts with about \$59 million in federal funding reimbursements to date, which could have been used for other critical water supply needs. Phase II/III expansion of the BWTP are anticipated to cost approximately \$50 million.

For this reason, we are requesting \$120 million be included in DWRA reauthorization legislation to account for BWTP-related costs, as well as MR&I program funding utilized for study and administrative costs incurred by the US Bureau of Reclamation as necessitated by Boundary Waters Treaty requirements.

The drought-prone Red River in North Dakota is the primary water source for North Dakota's most populated region. Studies show a severe drought, similar to that of the 1930s, will likely repeat by the year 2050. In this event, water supplies in the Red River Valley would be insufficient, and would result in an economic impact of over \$33 billion.

The Red River Valley Water Supply Project (RRVWSP) is needed to mitigate against drought conditions that would cause costly shortages, foster economic development by meeting municipal, rural, and industrial water demands, and promote environmental sustainability with continued growth and industrial development in the region.

ENDAWS, a component providing a bulk water supply to the RRVWSP, is the solution to providing central and eastern North Dakota with a reliable supply of quality water. This component will include the construction of infrastructure to provide up to 165 cubic feet per second (cfs) of water from the McClusky Canal. Water will be delivered through a buried pipeline along a northern route and connected with the main transmission pipeline of the originally-planned RRVWSP. The supplemental and emergency water supply will benefit approximately 50% of ND's population, and is also able to serve communities in western Minnesota if needed.

The \$454 million request for ENDAWS will enable the development of 32 miles of 72-inch main transmission pipeline, an intake on the federal Garrison Diversion Unit McClusky Canal, a biota water treatment plant meeting the Boundary Waters Treaty Act of 1909 regulations, a main pump station, and hydraulic break tanks for the ENDAWS project.

For the SWPP, \$50 million is requested to support the advancement of several projects. The first being the new Southwest Water Treatment Plant (SWTP) expansion project in Dickinson, North Dakota. This project includes the expansion of the 6 million gallon/day (MGD) SWTP to its ultimate capacity of 18 MGD and will allow the retirement of the existing 60-70 year-old City of Dickinson 12 MGD water treatment plant. In addition, main transmission line improvements, strategic hydraulic improvements in multiple service areas, and rural distribution system improvements are planned to support growing water needs in southwest North Dakota.

Additionally, \$63 million is requested to expand rural water systems. North Dakota's rural water systems provide a safe, reliable, high-quality, and affordable water supply to residents, farms, industries, subdivisions, and small communities within the state. Further developing rural water projects across North Dakota is vital in maintaining rural economies by keeping individuals, families, and businesses in rural communities which are the backbone of our state. To meet the growing statewide rural water needs, additional funding is needed to solve water quality and quantity issues. A 2022 study indicated that nearly \$460 million will be needed to meet the 10-year funding need of state rural water projects with an additional \$1 billion needed over the next 20 years. Without significant federal assistance, many systems could not reasonably afford to bring water to people in desperate need and could not comply with the myriad of complex water quality rules and regulations in place.

In addition to the aforementioned financial needs of the State of North Dakota, we also believe the critical water supply needs of Tribal Nations with which we share geography and history should also be realized. As such, we support the \$743 million request from Tribal Nations to be included in DWRA reauthorization legislation.

As part of the \$743 million request for Tribal water supplies, there are critical water infrastructure needs in all of the reservations for which North Dakota shares geography. Project needs are related to water treatment, storage, and distribution – including to areas that today, in 2024, are still hauling water to residents that don't have clean and safe drinking water supplies.

Therefore, as identified by each of the Tribal Nations, we support \$275 million for the Mandan, Hidatsa and Arikara Tribe; \$240 million for the Standing Rock Sioux Tribe; \$118 million for the Spirit Lake Sioux Tribe; \$98 million for the Turtle Mountain Band of Chippewa; and \$12 million for the Sisseton-Wahpeton Oyate Tribe.

We appreciate your consideration of this request to provide funding for crucial water infrastructure that supports advancement of reliable, clean, and sustainable water supplies for the people of North Dakota.

Sincerely,



Andrea Travnicek, Ph.D.  
Director  
ND Department of Water Resources



Duane Dekrey  
General Manager  
Garrison Diversion Conservancy Dist.



Mayor Tim Mahoney  
Chairman  
Lake Agassiz Water Authority



Eric Volk  
Executive Director  
ND Rural Water Systems Assoc.

Attachment: ND MR&I Program Proposal

# ND MR&I WATER SUPPLY PROGRAM

## FEDERAL AUTHORIZATION PROPOSAL

	Municipal, Rural, and Industrial	Budget Request
STATE	Eastern North Dakota Alternative Water Supply	\$454M
	Northwest Area Water Supply	\$120M
	Southwest Pipeline Project	\$50M
	Rural Water Systems	\$63M
	<b>State MR&amp;I Total</b>	<b>\$687M</b>
TRIBAL	Mandan, Hidatsa & Arikara Nation	\$275M
	Standing Rock Sioux Tribe	\$240M
	Spirit Lake Sioux Tribe	\$118M
	Turtle Mountain Band of Chippewa	\$98M
	Sisseton Wahpeton Oyate	\$12M
	<b>Tribal MR&amp;I Total</b>	<b>\$743M</b>



**North Dakota Total**

**\$1.4B**

**RRVWSP MEMORANDUM OF COMMITMENT  
AND NOMINATION**

THIS RED RIVER VALLEY WATER SUPPLY PROJECT (“RRVWSP” or “Project”) MEMORANDUM OF COMMITMENT AND NOMINATION (this “MOC”), dated \_\_\_\_\_, 2024 (the “Effective Date”), by and between \_\_\_\_\_, a [city, county, water district or other water distribution system] (the “Participant” ), Lake Agassiz Water Authority (“LAWA”), a political subdivision of the state of North Dakota, and Garrison Diversion Conservancy District (“Garrison Diversion”), a political subdivision and instrumentality of the state of North Dakota (collectively the “Parties”), is a contingent acknowledgement of the Participant’s intent to financially participate in the RRVWSP.

**Recitals**

A. The RRVWSP is a forthcoming reliable, high quality supplemental water supply project for central and eastern North Dakota for various purposes, including domestic, rural water, municipal and industrial uses. The infrastructure making up the Project presently includes, by way of illustration and not limitation, an intake, biota water treatment plant, buried pipeline, pump stations, air release valves, discharge structure, and associated infrastructure used to transport a supplemental water supply from the Missouri River and/or the McClusky Canal to the Participant and other LAWA stakeholders.

B. LAWA is assisting in the development of the RRVWSP. LAWA is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-39 of the North Dakota Century Code.

C. Garrison Diversion is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-24 of the North Dakota Century Code.

D. Participant is a [city, water district or other water distribution system]. The Participant along with each other municipality entering into a MOC are together referred to herein as the “Participants.”

E. Participant acknowledges it intends to enter into a Project Participation Agreement (“PPA”) with Garrison Diversion, LAWA, and other Participants to pay for its share of the past, current and future design, construction, operation, and maintenance of the RRVWSP and to nominate and reserve water supply capacity from the RRVWSP. The PPA is a voluminous agreement, with significant appendices. The Parties are working through edits to the PPA and appendices, so Participant is not yet comfortable signing the PPA. Participant, however, acknowledges its intent to participate in the RRVWSP and sign the satisfactory final form of the PPA upon timely completion of the editing process.

F. It is imperative to the timely and cost-efficient development to now identify as accurately as possible which Participants will be part of the RRVWSP and to identify accurately the PPA financial obligations for each of the RRVWSP Participants.

G. Throughout the development of this Project, Garrison Diversion has received at least seventy-five percent (75%) cost-share funding from the North Dakota Department of Water Resources, with an obligation to fund the twenty-five percent (25%) local cost share. Throughout the years, the local share of Project development costs has been paid by the Cities of Fargo and Grand Forks, as well as by Garrison Diversion, with others committed to pay their respective portions of the Garrison Diversion 2023-2025 Work Plan. Through the PPA, the investments of all Participants for these past development costs will be trued up and assessed to all Participants in accordance with their nomination proportion. The PPA will also set out each Participant's responsibility for future capital and operation and maintenance costs. All Participants have had an opportunity to review the most recent version of the PPA and have an understanding of the financial requirements and operational structure of the Project. Through its signature on this MOC, the Participant sets forth its good faith intention to enter the final PPA once review and negotiations satisfactorily are complete.

### Agreement

In consideration of the foregoing and the covenants and agreements set forth herein, the Parties agree as follows:

1. Participant has conducted and continues to conduct a meaningful review of its anticipated future water needs and has had the opportunity to consult with engineers and legal professionals of its own choosing, including having the opportunity to hire its own independent and unbiased representatives to advise Participant regarding its anticipated future water needs, the legal obligations under this MOC, and the draft PPA. The water nomination provided by the Participant in this MOC represents the capacity the Participant intends to contract for upon completion of PPA negotiations given the information known at this time. To secure capacity in the Project and to better identify the financial commitments expected of all Parties in the PPA, Participant hereby identifies its future water needs from the Project at \_\_\_\_ cfs. Of this amount, Participant anticipates that its nomination would include \_\_\_\_\_ annually for domestic needs and \_\_\_\_ annually for industrial needs. Garrison Diversion will prepare the PPA financial obligations using this nomination. The Parties recognize that this nomination may vary somewhat after additional analysis prior to the PPA being signed; however, it is the best estimate and intent of the Participant with information known today.
2. If Participant signs this MOC and ultimately chooses not to sign the PPA, the Participant has no property right in the nomination and has no ability to assign its nomination, rights and obligations under this MOC to any other entity.
3. There is no financial penalty to Participant if it signs this MOC and does not ultimately sign the PPA. There is no credit to Participant or reimbursement of any prior amounts that Participant may have paid to Garrison Diversion or LAWA for any Project contributions or other Project support if Participant does not sign a PPA. If Participant signs the PPA and thereafter no longer desires to receive water from the Project, Participant may be eligible to have its nomination, and the associated financial commitment therefor, assumed by LAWA or another LAWA member entity. The assumption of Participant's nomination may include the reimbursement to Participant for principal amounts contributed by

Participant for capital expenses of the Project to the point of assumption. Further details on the assumption of a nomination will be outlined in the PPA.

4. Participant acknowledges there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project, including by way of illustration and not limitation, the following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA and/or Garrison Diversion; (iv) different environmental risks than those previously identified; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approval or a Federal permit; (vii) the Federal Government's decision to support the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; and (ix) political interference at the local, state or Federal level. As such, there is always potential for delay of the Project, increases in the proposed Project budget, and a change in the expected financial obligation of the Participant from what has been provided. The Participant understands that the final PPA financial terms may differ from what has been presented to Participant to date, but the information presented has been a good faith estimate of the obligations that would be incurred at the nomination amount discussed to date.
5. This MOC may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This MOC shall be governed by the laws of the State of North Dakota, without giving effect to its choice of laws principles. Venue of any proceedings shall be in the state courts located in Cass County, North Dakota.
7. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, including but not limited to a signature delivered through a provider such as DocuSign®, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

WITNESS WHEREOF, the Parties hereto have executed this MOC as of the Effective Date.

**GARRISON DIVERSION CONSERVANCY DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**LAKE AGASSIZ WATER AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTICIPANT**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## RRVWSP MEMORANDUM OF COMMITMENT

THIS RED RIVER VALLEY WATER SUPPLY PROJECT (“RRVWSP” or “Project”) MEMORANDUM OF COMMITMENT (this “MOC”), dated November 12, 2024 (the “Effective Date”), by and between Carrington, a city (the “Participant” ), Lake Agassiz Water Authority (“LAWA”), a political subdivision of the state of North Dakota, and Garrison Diversion Conservancy District (“Garrison Diversion”), a political subdivision and instrumentality of the state of North Dakota (collectively the “Parties”), is a contingent acknowledgement of the Participant’s intent to financially participate in the RRVWSP. Additionally, through this MOC and a related Interim Financing Agreement Series D – Small System Amendment (“Series D Small Systems Amendment”), Participant agrees to provide funding for its proportionate share of the 2023-2025 RRVWSP Work Plan (attached as Exhibit A and referred to herein as the “Biennium Work Plan”) and associated Budget (attached as Exhibit B, as amended, and referred to herein as the “Budget”).

### Recitals

A. The RRVWSP is a forthcoming reliable, high quality supplemental water supply project for central and eastern North Dakota for various purposes, including domestic, rural water, municipal and industrial uses. The infrastructure making up the Project presently includes by way of illustration and not limitation an intake, biota water treatment plant, buried pipeline, pump stations, air release valves, discharge structure, and associated infrastructure used to transport a supplemental water supply from the Missouri River and/or the McClusky Canal, to the Participant and other LAWA stakeholders.

B. LAWA is assisting in the development of the RRVWSP. LAWA is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-39 of the North Dakota Century Code.

C. Garrison Diversion is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-24 of the North Dakota Century Code.

D. Participant is a city. The Participant along with each other political subdivision entering into a MOC and Series D Small Systems Amendment are together referred to herein as the “Participants.”

E. Participant acknowledges it intends to enter into a Project Participation Agreement (“PPA”) with Garrison Diversion, LAWA, and other Participants to pay for its share of the past, current and future design, construction, operation, and maintenance of the RRVWSP, and to nominate and reserve 0.50 cubic feet per second (cfs) of water from the RRVWSP. The PPA is a voluminous agreement, with significant appendices. The Parties are working through edits to the PPA and appendices, so Participant is not yet comfortable signing the PPA, however Participant acknowledges its intent to participate in the RRVWSP and sign the satisfactory final form of the PPA upon timely completion of the editing process.

F. It is imperative to the timely and cost-efficient development to now identify as accurately as possible which Participants will be part of the RRVWSP and to identify accurately the PPA financial obligations for each of the RRVWSP Participants.

G. Garrison Diversion received 75% cost-share funding from the North Dakota Department of Water Resources, with an obligation to fund the 25% local cost share. Garrison Diversion needs the Participants to cover their respective, prorated portion of the local cost share for the 2023-2025 biennium Budget expenses. To date, Garrison Diversion, LAWA, Fargo and Grand Forks have already entered into an agreement to fund 81% of the 25% local share of Garrison Diversion's 2023-2025 Work Plan. (See Exhibit C, Interim Financing Agreement Series D). In order to fund the remaining local share, Garrison Diversion, LAWA and all other Participants have agreed to enter into this MOC to set forth the Participants' commitment to execute the Series D Small System Amendment, whereby all Participants will pay their share of the 2023-2025 Work Plan. A draft Series D Small Systems Amendment is attached hereto as Exhibit D and will be executed by Participant, along with all other participating Small Systems, once all participating entities have executed MOCs. This MOC commits and binds Participant to pay its allocated portion of the Biennium Work Plan and Budget local costs pursuant to the Series D Agreement (as amended), its binding commitment to execute the Series D-Small Systems Amendment once all participating entities have executed MOCs, and sets forth its good faith intention to enter the final PPA once review and negotiations satisfactorily are complete.

### Agreement

In consideration of the foregoing and the covenants and agreements set forth herein, the Parties agree as follows:

1. Participant has reviewed and understands the Biennium Work Plan (Exhibit A) and the Budget (Exhibit B), which identify Participant's allocated portion of the local cost share as \$90,979 in principal (the "Participant Portion"). Participant agrees to pay the Participant Portion plus financing costs as its portion of the Local Project costs of the Biennium Work Plan pursuant to the Series D Small Systems Amendment. The Budget is Garrison Diversion's best estimate of the Biennium Work Plan costs from July 2023 to June 2025, with a 25% local cost share estimated to be \$60 million. These estimates are not intended to create a final financial limit on contributions of Participant but are presented merely to identify the categories of expenses contemplated by this MOC and the total Biennium Work Plan anticipated costs. That said, unless otherwise agreed to, Participant's costs will be limited to a maximum amount representing its allocated portion of the Budget, as identified in this paragraph, based upon the Project Tiered Cost Allocation mode. The Participant's contributions, along with contributions of other Participants, will be used to pay the Small Systems (as defined in the Series D Agreement) portion of the twenty five percent local share of the total Budget as well as any costs ineligible for state cost share, as depicted on Exhibit B, which is also included as an attachment to the Series D Small Systems Amendment. Participant's allocated contribution is capped at the amount identified herein, unless otherwise agreed to in writing.
2. Participant has conducted and continues to conduct a meaningful review of its anticipated future water needs and had the opportunity to consult with engineers and legal

professionals of its own choosing, including hiring its own independent and unbiased representatives to advise Participant regarding its anticipated future water needs and the legal obligations under this MOC, the Series D Agreement, the Series D Small Systems Amendment and the draft PPA. The water nomination provided by the Participant in this MOC represents the capacity the Participant intends to contract for upon completion of PPA negotiations given the information known at this time. To secure capacity in the Project and to better identify the financial commitments expected of all Parties through the Series D Agreement, the Series D Small Systems Amendment and PPA, Participant hereby identifies its future water needs from the Project at 0.50 cfs. Of this amount, Participant anticipates that its nomination would include 0.00 cfs annually for domestic needs and 0.50 cfs annually for industrial needs. Garrison Diversion will prepare the PPA financial obligations using this nomination. The Parties recognize that this nomination may vary somewhat after additional analysis prior to the PPA being signed, however it is the best estimate and intent of the Participant with information known today.

3. This MOC solely addresses and binds Participant's responsibility for its share of the costs associated with and limited to the specific categories identified in Exhibits A and B, through the later of (1) June 30, 2025 if budgeted funds are expended by that date, or (2) thereafter if the completion of the budgeted items extend beyond that date and so long as there are budgeted funds available to complete the items identified on the Biennium Work Plan.
4. Participant agrees that the funds it will pay per the Series D Small Systems Amendment are non-refundable in any and all cases including, without limitation, if the Project is discontinued or terminated or if Participant decides not to further participate in the Project. However, if Participant signs this MOC and ultimately chooses not to sign the PPA, the Participant has the ability to assign its nomination, rights and obligations under this MOC to another LAWA member capable of assuming the obligation with the written consent of Garrison Diversion and LAWA so long as the assignment is executed and provided to Garrison Diversion and LAWA by or before June 1, 2025, or as otherwise extended by Garrison Diversion.
5. Participant acknowledges there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project, including by way of illustration and not limitation, the following:
  - (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA and/or the Garrison Diversion; (iv) different environmental risks than those previously identified; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approval or a Federal permit; (vii) the Federal Government's decision to support the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; and (ix) political interference at the local, state or Federal level. That said, any increase in the identified Budget costs would require approval of the Garrison Diversion Board, the LAWA Board, and the Participant.
6. This MOC may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 7. This MOC shall be governed by the laws of the State of North Dakota, without giving effect to its choice of laws principles. Venue of any proceedings shall be in the state courts located in Cass County, North Dakota.
- 8. Contingency: This MOC is valid and enforceable only if Garrison Diversion obtains similar memoranda from other Participants that represent nominations of at least 100 cfs in the aggregate. If Garrison Diversion is unable to secure agreements amounting to 100 cfs to share the costs of this MOC, this MOC is null and void and without further effect.
- 9. Electronic Signatures; Counterparts: This MOC may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, including but not limited to a signature delivered through a provider such as DocuSign®, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

WITNESS WHEREOF, the Parties hereto have executed this MOC as of the Effective Date.

**GARRISON DIVERSION CONSERVANCY DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LAKE AGASSIZ WATER AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTICIPANT**

City of Carrington

By: Thomas Erdmann

Name: Thomas Erdmann

Title: Mayor

Date: 11/12/2024



## RRVWSP MEMORANDUM OF COMMITMENT

THIS RED RIVER VALLEY WATER SUPPLY PROJECT (“RRVWSP” or “Project”) MEMORANDUM OF COMMITMENT (this “MOC”), dated October 25, 2024 (the “Effective Date”), by and between Cooperstown, a city (the “Participant” ), Lake Agassiz Water Authority (“LAWA”), a political subdivision of the state of North Dakota, and Garrison Diversion Conservancy District (“Garrison Diversion”), a political subdivision and instrumentality of the state of North Dakota (collectively the “Parties”), is a contingent acknowledgement of the Participant’s intent to financially participate in the RRVWSP. Additionally, through this MOC and a related Interim Financing Agreement Series D – Small System Amendment (“Series D Small Systems Amendment”), Participant agrees to provide funding for its proportionate share of the 2023-2025 RRVWSP Work Plan (attached as Exhibit A and referred to herein as the “Biennium Work Plan”) and associated Budget (attached as Exhibit B, as amended, and referred to herein as the “Budget”).

### Recitals

A. The RRVWSP is a forthcoming reliable, high quality supplemental water supply project for central and eastern North Dakota for various purposes, including domestic, rural water, municipal and industrial uses. The infrastructure making up the Project presently includes by way of illustration and not limitation an intake, biota water treatment plant, buried pipeline, pump stations, air release valves, discharge structure, and associated infrastructure used to transport a supplemental water supply from the Missouri River and/or the McClusky Canal, to the Participant and other LAWA stakeholders.

B. LAWA is assisting in the development of the RRVWSP. LAWA is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-39 of the North Dakota Century Code.

C. Garrison Diversion is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-24 of the North Dakota Century Code.

D. Participant is a city. The Participant along with each other municipality entering into a MOC and Series D Small Systems Amendment are together referred to herein as the “Participants.”

E. Participant acknowledges it intends to enter into a Project Participation Agreement (“PPA”) with Garrison Diversion, LAWA, and other Participants to pay for its share of the past, current and future design, construction, operation, and maintenance of the RRVWSP, and to nominate and reserve 0.20 cubic feet per second (cfs) of water from the RRVWSP. The PPA is a voluminous agreement, with significant appendices. The Parties are working through edits to the PPA and appendices, so Participant is not yet comfortable signing the PPA, however Participant acknowledges its intent to participate in the RRVWSP and sign the satisfactory final form of the PPA upon timely completion of the editing process.

F. It is imperative to the timely and cost-efficient development to now identify as accurately as possible which Participants will be part of the RRVWSP and to identify accurately the PPA financial obligations for each of the RRVWSP Participants.

G. Garrison Diversion received 75% cost-share funding from the North Dakota Department of Water Resources, with an obligation to fund the 25% local cost share. Garrison Diversion needs the Participants to cover their respective, prorated portion of the local cost share for the 2023-2025 biennium Budget expenses. To date, Garrison Diversion, LAWA, Fargo and Grand Forks have already entered into an agreement to fund 81% of the 25% local share of Garrison Diversion's 2023-2025 Work Plan. (See Exhibit C, Interim Financing Agreement Series D). In order to fund the remaining local share, Garrison Diversion, LAWA and all other Participants have agreed to enter into this MOC to set forth the Participants' commitment to execute the Series D Small System Amendment, whereby all Participants will pay their share of the 2023-2025 Work Plan. A draft Series D Small Systems Amendment is attached hereto as Exhibit D and will be executed by Participant, along with all other participating Small Systems, once all participating entities have executed MOCs. This MOC commits and binds Participant to pay its allocated portion of the Biennium Work Plan and Budget local costs pursuant to the Series D Agreement (as amended), its binding commitment to execute the Series D-Small Systems Amendment once all participating entities have executed MOCs, and sets forth its good faith intention to enter the final PPA once review and negotiations satisfactorily are complete.

### Agreement

In consideration of the foregoing and the covenants and agreements set forth herein, the Parties agree as follows:

1. Participant has reviewed and understands the Biennium Work Plan (Exhibit A) and the Budget (Exhibit B), which identify Participant's allocated portion of the local cost share as \$58,582.24 in principal (the "Participant Portion"). Participant agrees to pay the Participant Portion plus financing costs as its portion of the Local Project costs of the Biennium Work Plan pursuant to the Series D Small Systems Amendment. The Budget is Garrison Diversion's best estimate of the Biennium Work Plan costs from July 2023 to June 2025, with a 25% local cost share estimated to be \$60 million. These estimates are not intended to create a final financial limit on contributions of Participant but are presented merely to identify the categories of expenses contemplated by this MOC and the total Biennium Work Plan anticipated costs. That said, unless otherwise agreed to, Participant's costs will be limited to a maximum amount representing its allocated portion of the Budget, as identified in this paragraph, based upon the Project Tiered Cost Allocation mode. The Participant's contributions, along with contributions of other Participants, will be used to pay the Small Systems (as defined in the Series D Agreement) portion of the twenty five percent local share of the total Budget as well as any costs ineligible for state cost share, as depicted on Exhibit B, which is also included as an attachment to the Series D Small Systems Amendment. Participant's allocated contribution is capped at the amount identified herein, unless otherwise agreed to in writing.
2. Participant has conducted and continues to conduct a meaningful review of its anticipated future water needs and had the opportunity to consult with engineers and legal

professionals of its own choosing, including hiring its own independent and unbiased representatives to advise Participant regarding its anticipated future water needs and the legal obligations under this MOC, the Series D Agreement, the Series D Small Systems Amendment and the draft PPA. The water nomination provided by the Participant in this MOC represents the capacity the Participant intends to contract for upon completion of PPA negotiations given the information known at this time. To secure capacity in the Project and to better identify the financial commitments expected of all Parties through the Series D Agreement, the Series D Small Systems Amendment and PPA, Participant hereby identifies its future water needs from the Project at 0.20 cfs. Of this amount, Participant anticipates that its nomination would include 0.00 cfs annually for domestic needs and 0.20 cfs annually for industrial needs. Garrison Diversion will prepare the PPA financial obligations using this nomination. The Parties recognize that this nomination may vary somewhat after additional analysis prior to the PPA being signed, however it is the best estimate and intent of the Participant with information known today.

3. This MOC solely addresses and binds Participant's responsibility for its share of the costs associated with and limited to the specific categories identified in Exhibits A and B, through the later of (1) June 30, 2025 if budgeted funds are expended by that date, or (2) thereafter if the completion of the budgeted items extend beyond that date and so long as there are budgeted funds available to complete the items identified on the Biennium Work Plan.
4. Participant agrees that the funds it will pay per the Series D Small Systems Amendment are non-refundable in any and all cases including, without limitation, if the Project is discontinued or terminated or if Participant decides not to further participate in the Project. However, if Participant signs this MOC and ultimately chooses not to sign the PPA, the Participant has the ability to assign its nomination, rights and obligations under this MOC to another LAWA member capable of assuming the obligation with the written consent of Garrison Diversion and LAWA so long as the assignment is executed and provided to Garrison Diversion and LAWA by or before December 2, 2024.
5. Participant acknowledges there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project, including by way of illustration and not limitation, the following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA and/or the Garrison Diversion; (iv) different environmental risks than those previously identified; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approval or a Federal permit; (vii) the Federal Government's decision to support the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; and (ix) political interference at the local, state or Federal level. That said, any increase in the identified Budget costs would require approval of the Garrison Diversion Board, the LAWA Board, and the Participant.
6. This MOC may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 7. This MOC shall be governed by the laws of the State of North Dakota, without giving effect to its choice of laws principles. Venue of any proceedings shall be in the state courts located in Cass County, North Dakota.
- 8. Contingency: This MOC is valid and enforceable only if Garrison Diversion obtains similar memoranda from other Participants that represent nominations of at least 100 cfs in the aggregate. If Garrison Diversion is unable to secure agreements amounting to 100 cfs to share the costs of this MOC, this MOC is null and void and without further effect.
- 9. Electronic Signatures; Counterparts: This MOC may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, including but not limited to a signature delivered through a provider such as DocuSign®, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

WITNESS WHEREOF, the Parties hereto have executed this MOC as of the Effective Date.

**GARRISON DIVERSION CONSERVANCY DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LAKE AGASSIZ WATER AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTICIPANT**

City of Cooperstown

By: Paul Painter

Name: Paul Painter

Title: Mayor

Date: October 25, 2024

**EXHIBIT A**

**Red River Valley Water Supply Project  
2023-2025 Work Plan**



## 2023 to 2025 Biennium Work Plan

(\$244.0 mil Total Funding: \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)

May 31, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	<b>Garrison Diversion Conservancy District Budget</b> Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.		GDCD				\$ 2.50	\$ 1.87	\$ 0.63			
	<b>Property, Easements, and Crop Damage Payments<sup>4</sup></b> Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners. Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.		RRVWSP ENDAWS ENDAWS Facilities Crp Dmg		\$ 0.49	\$ 0.37	\$ 0.12	\$ 2.21	\$ 1.66	\$ 0.55		
3.	<b>Transmission Pipeline East Contract 5C</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Jul-23 Nov-23	Prof Srvs Const, 2026 Fin							\$ 5.64	\$ 4.23	\$ 1.41
	<b>Transmission Pipeline East Contract 5D</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.		Jul-23 Oct-23	Prof Srvs Const, 2026 Fin							\$ 5.47	\$ 4.10
5.	<b>RRV Transmission Pipeline Contract 6A</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.	Jul-23 Oct-24	Prof Srvs Const, 2027 Fin							\$ 5.47	\$ 4.10	\$ 1.37
	<b>ENDAWS Transmission Pipeline Contract 3</b> Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.		Aug-23	ENDAWS	\$ 3.06	\$ 2.30	\$ 0.76					





## 2023 to 2025 Biennium Work Plan

(\$244.0 mil Total Funding: \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)

May 31, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
7.	<b>Transmission Pipeline East Contracts 4A and 4B</b>	27± mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdsfield at HBTs.	Feb-24	Prof Srvs				\$ 7.19	\$ 5.39	\$ 1.80			
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).												
8.	<b>RRV Transmission Pipeline Contract 7</b>	14± mi of 72" pipeline, including several 96" tunnels. Pipeline extends from the east end of Contract 6B to the outfall on the Sheyenne River southeast of Cooperstown.	Aug-23	Prof Srvs				\$ 2.93	\$ 2.20	\$ 0.73			
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).												
9.	<b>McClusky Canal Intake and Pumping Station</b>	Siting; passive intake screens, pumping station similar to MRI, and utility extension design can begin for new facility to be located near McClusky, ND.	Feb-24	Prof Srvs	\$ 0.76	\$ 0.57	\$ 0.19						
	Scope: Conceptual and preliminary design of an intake and pumping station at the McClusky Canal. Need: Preliminary designs are necessary so site acquisition can begin and final design can commence when land is secured.												
10.	<b>Biota Water Treatment Plant and Main Pumping Station</b>	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Feb-24	Prof Srvs	\$ 2.88	\$ 2.16	\$ 0.72						
	Scope: Conceptual and preliminary designs for a Biota WTP and Main Pumping Station, including hydraulic surge facility. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.												
11.	<b>Hydraulic Break Tanks</b>	Two 5 MG above-ground storage tanks and accessories, site piping and valves, monitoring, and utility extensions necessary for a new greenfield site.	Feb-24	Prof Srvs	\$ 0.38	\$ 0.28	\$ 0.10						
	Scope: Preliminary design of above-ground tanks and associated facilities at or near the continental divide. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.												
12.	<b>PMIS Annual Licenses &amp; Continued Maint/Upgrades</b>	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of contractors/ subcontractors and workflow/report additions and modifications.	Feb-24	Vend & Prof Srvs				\$ 0.49	\$ 0.37	\$ 0.12			
	Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for voluminous amount of construction related documents.												
13.	<b>Prg Mgmt to Support Larger Spend and Expanded Team</b>	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Aug-23	Prof Srvs				\$ 0.66	\$ 0.50	\$ 0.16			
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion. Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.												



## 2023 to 2025 Biennium Work Plan

(\$244.0 mil Total Funding: \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)

May 31, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>					
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%			
14.	<b>Outreach, Png, and Design to Secure User Commitments</b>	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Aug-23	Prof Srvs				\$ 1.70	\$ 1.28	\$ 0.42						
	Scope: User briefings and necessary support, including conceptual designs, to secure project commitments. Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.															
15.	<b>Operational Planning and Asset Management Phase 3</b>	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24	Prof Srvs				\$ 0.47	\$ 0.35	\$ 0.12						
	Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.															
16.	<b>Financial Planning Support</b>	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Aug-23	Prof Srvs				\$ 0.59	\$ 0.44	\$ 0.15						
	Scope: Continue to refine the financial model and provide scenarios as required to support users and the program. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.															
17.	<b>Contingency</b>	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	N/A	GDCCD			\$ 1.08	\$ 0.81	\$ 0.27	\$ 2.18	\$ 1.64	\$ 0.54	\$ 11.72	\$ 8.79	\$ 2.93	
	Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs. Need: Address and pay for changes that are sure to occur.															
<b>TOTAL PROGRAM BUDGET</b>								\$ 10.65	\$ 7.99	\$ 2.66	\$ 21.70	\$ 16.28	\$ 5.42	\$ 211.65	\$ 158.73	\$ 52.92

- Notes:**
- Construction costs include management, engineering services during construction, inspection, field quality control, and construction.
  - Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.
  - Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are not shown.
  - Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damage, and field obstructions. Estimates include pipeline easements required for the ENDAWS east/west pipeline (none are secured at this point) and remaining easements from the Hydraulic Break Tanks to the Sheyenne River Outfall (25% remain mostly in Wells County).
  - Items appearing in blue bold are progressing with task orders and contracts issued to the engineering team and contractors, respectively. Items appearing in blue italics have been updated to reflect adjustments made for actual amounts contracted. Items shown in black text are pending.

**EXHIBIT B**

**Red River Valley Water Supply Project  
2023-2025 Budget and Participant's Allocated Cost**

## Series D Small Systems Amendment

### Exhibit B - Small Systems Principal Allocation Summary

6/10/2024

Project Development Agreement (PDA) Participants	Series D Small Systems Allocation Percentage*	Series D Principal
Agassiz Water Users District	2.49%	\$ 281,501.59
Barnes Rural Water District	1.30%	\$ 146,455.60
Carrington / Carrington JDA	4.02%	\$ 454,893.75
Central Plains Water District	0.97%	\$ 109,174.50
Cooperstown	0.52%	\$ 58,582.24
Dakota Rural Water District	1.67%	\$ 189,064.38
Devils Lake	2.39%	\$ 270,091.98
East Central Regional Water District	11.39%	\$ 1,287,104.08
Fargo / West Fargo / Cass Rural	0.00%	\$ -
Forman	0.02%	\$ 2,700.92
Grafton	5.42%	\$ 613,039.94
Grand Forks / East Grand Forks	0.00%	\$ -
Greater Ramsey Rural Water	2.39%	\$ 270,091.98
Hannaford	0.12%	\$ 13,504.60
Hillsboro	1.19%	\$ 135,045.99
Lisbon	0.86%	\$ 96,660.70
Mayville	1.19%	\$ 135,045.99
McClean-Sheridan Water District	0.05%	\$ 5,958.99
McVille	0.24%	\$ 27,009.20
Northeast Regional Water District / Langdon	7.65%	\$ 864,294.32
Park River	0.96%	\$ 108,036.79
Richland County	4.78%	\$ 540,183.95
South Central Regional Water District	0.55%	\$ 61,730.49
Southeast Water Users District	5.97%	\$ 675,229.94
Stutsman Rural Water / Jamestown	24.15%	\$ 2,729,362.51
Tri-County Water District	2.39%	\$ 270,091.98
Tuttle	0.02%	\$ 2,469.22
Valley City	4.15%	\$ 469,608.51
Wahpeton	10.75%	\$ 1,215,413.89
Walsh Rural Water District	2.39%	\$ 270,091.98
<b>Total Series D2 - PDA Participants Allocation</b>	<b>100.00%</b>	<b>\$ 11,302,440.00</b>
<b>Additional Interested Participants - PDA+</b>		
Washburn	0.11%	\$ 11,991.46
Breckenridge	3.39%	\$ 382,756.11
Lakota	0.45%	\$ 51,034.15
Oakes	1.35%	\$ 153,102.44
<b>Total Series D - PDA+ Allocation*</b>	<b>105.30%</b>	<b>\$ 11,901,324.17</b>

**\*Note: The total number of potential nominations on Exhibit B exceeds the total available nominations for the Small Systems due to potential for users to decline participation in the Project. As such, the final nomination totals will not exceed the total available nomination capacity in the final Project Participation Agreement and the Interim Financing Agreement – Series D Small Systems Amendment documents. Garrison Diversion is simply listing all potential Users with their past nominations and the additional cities' suggested nominations to be comprehensive in including all potential parties.**

**EXHIBIT C**

**Interim Financing Agreement Series D**

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**INTERIM FINANCING AGREEMENT  
SERIES D**

**BY AND BETWEEN  
GARRISON DIVERSION CONSERVANCY DISTRICT  
AND  
LAKE AGASSIZ WATER AUTHORITY  
AND  
CITY OF FARGO, NORTH DAKOTA  
AND  
CITY OF GRAND FORKS, NORTH DAKOTA**

**Dated as of November 1, 2023**

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**EXHIBIT A – 2023-2025 BIENNIUM BUDGET FEATURES**  
**EXHIBIT B – LOCAL COST SHARE DISTRIBUTION**



## INTERIM FINANCING AGREEMENT SERIES D

**THIS INTERIM FINANCING AGREEMENT SERIES D** (the “Series D Agreement”), is entered this 1<sup>st</sup> day of November, 2023 (the “Effective Date”), by and between GARRISON DIVERSION CONSERVANCY DISTRICT, a governmental agency, body politic and corporate of the State of North Dakota (“Garrison Diversion”); LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate of the State of North Dakota (“LAWA”); CITY OF FARGO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Fargo”); and CITY OF GRAND FORKS, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Grand Forks”); individually, a “Party,” and collectively, the “Parties.”

**WHEREAS**, the State of North Dakota, acting through the legislature, created Garrison Diversion in order to, among other things, construct and operate the Garrison Diversion Unit (the “GDU”) of the Missouri River basin project, and to develop municipal, rural and industrial water supplies, irrigation and recreation. The legislature also authorized Garrison Diversion to acquire, construct, improve and own the Red River Valley Water Supply Project (the “Project”) and sell a bulk water supply to end users; and

**WHEREAS**, the State of North Dakota, acting through the legislature, created LAWA to, among other things, acquire, construct, improve, own, and utilize the Project, to store and distribute water to eastern and central North Dakota, and to provide for the supply and distribution of water to the people of eastern and central North Dakota through the bulk purchase of water from Garrison Diversion for beneficial and public uses; and

**WHEREAS**, the State of North Dakota, acting through the legislature, authorized LAWA to enter one or more contracts to acquire bulk water from Garrison Diversion; and

**WHEREAS**, Garrison Diversion intends to finance, construct, own and operate the Project, and thereafter to sell to LAWA, and LAWA intends to purchase from Garrison Diversion all or a portion of the water derived therefrom as determined in accordance with a Project Participation and Water Supply Agreement (“PPA”, which is currently being negotiated), as well as this, prior and possibly more future interim financing agreements for design, planning, construction and operations before the PPA is entered into; and

**WHEREAS**, Garrison Diversion and LAWA agree to have Garrison Diversion finance, construct, own and operate a water supply and distribution system that will ultimately convey water from the Missouri River and/or the GDU System to LAWA, with initial construction governed by the terms set forth herein; and

**WHEREAS**, the Parties have not completed negotiations of the PPA and are still identifying which entities will ultimately participate in the Project. Garrison Diversion, LAWA, Fargo, and Grand Forks enter into this Series D Agreement subject to the Parties’ obligations in certain previous Project financing agreements, including the Cooperation Agreement, the Interim Financing Agreement Series A, the Interim Financing Agreement Series B, and the Interim Financing Agreement Series C. Through this Series D Agreement, the Parties wish to continue with the construction contemplated in the 2023-2025 budget (“Project Costs,” see Exhibit A) despite not having final agreements in place on the PPA; and

**WHEREAS**, Fargo and Grand Forks herein agree to pay a portion of the Local Project Costs based upon their proportion of water supply nominations for the RRVWSP. These payments are made by Fargo and Grand Forks on behalf of LAWA. Their respective payment obligations for Local Project Costs are identified on Exhibit B. LAWA or the remaining users who sign up for the Project besides Fargo and Grand Forks (“Small Systems”), will be obligated to pay the remaining Local Project Costs, except as otherwise provided by the Series D2 Financing; and

**WHEREAS**, Garrison Diversion and LAWA entered into a Cooperation Agreement, which governs their general relationship. The terms of the Cooperation Agreement are incorporated herein by reference as if the terms are stated herein, and they apply to Fargo and Grand Forks in the same manner they apply to LAWA. If the specific terms of this Series D Agreement are inconsistent with the Cooperation Agreement in any manner, the terms of this Series D Agreement govern; and

**NOW THEREFORE**, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, Garrison Diversion, LAWA, Fargo, and Grand Forks agree as follows:

#### **ARTICLE I. DEFINITIONS AND INTERPRETATION**

**Section 1.01** DEFINITIONS. All capitalized terms used, and not otherwise defined herein, shall have the meanings given to them in this Series D Agreement and as defined in the Cooperation Agreement unless a different meaning clearly applies from the context.

**“2021-2023 Biennium Credit Agreement”** means the Credit Agreement between Garrison Diversion Conservancy District, Lake Agassiz Water Authority, the City of Fargo, and the City of Grand Forks, dated April 1, 2022, relating to the Interim Financing Agreement Series C and the related local financing for the local share of the 2021-2023 Biennium Work as defined in the Interim Financing Agreement Series C.

**“CFS”** shall mean cubic feet per second.

**“Cooperation Agreement”** means an agreement entered into between Garrison Diversion and LAWA dated May 8, 2020, which governs their general relationship.

**“D1 Addendum”** means the Series D loan documents set forth in “Addendum Part D1.”

**“D2 Addendum”** means the Series D loan documents set forth in “Addendum Part D2.”

**“Debt Obligation”** means any loan, note, bond, credit facility, or other security instrument issued by a Party to this Series D Agreement to provide either temporary or permanent financing of the Project.

**“Interim Financing Agreement Series A”** means the Interim Financing Agreement, Series A, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

**“Interim Financing Agreement Series B”** means the Interim Financing Agreement, Series B, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

**“Interim Financing Agreement Series C”** means the Interim Financing Agreement, Series C, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated August 5, 2021.

**“Interim Financing Agreement Series D”** or **“Series D Agreement”** shall mean this Agreement.

**“Project”** or **“RRVWSP”** means the Red River Valley Water Supply Project.

**“Project Development Agreement”** means a RRVWSP Project Development Agreement executed between LAWA and a Small System.

**“PPA”** means a Project Partnership Agreement between Garrison Diversion Conservancy District, Lake Agassiz Water Authority, and the end users of the water supplied by the Red River Valley Water Supply Project.

**“State”** means the State of North Dakota.

**Section 1.02** INTERPRETATION.

(a) The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Series D Agreement. Any and all exhibits to this Series D Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person’s permitted assigns, (iii) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Series D Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Series D Agreement, and (v) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to and including.”

(b) This Series D Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Series D Agreement or some provision of it or because that Party relies on a provision of this Series D Agreement to protect itself. The Parties

acknowledge and agree that this Series D Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation, that each Party has been given the opportunity to independently review this Series D Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Series D Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Series D Agreement, this Series D Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

## **ARTICLE II. CONSTRUCTION CONTEMPLATED**

**Section 2.01** INTENT. Throughout this Series D Agreement, Garrison Diversion, subject to reimbursement from LAWA member entities, agrees to finance the local cost share to allow for the continued development of the 2023-2025 Biennium work plan items. The budget for the 2023-2025 Biennium work plan items is attached as Exhibit B, and the items to be financed through this Series D Agreement from the 2023-2025 Biennium are identified in detail in Exhibit A.

**Section 2.02** MEMBER ENTITY REPRESENTATIVE AND POINT OF CONTACT. As indicated in the Cooperation Agreement, LAWA will work collaboratively with Garrison Diversion in the planning, construction, and operation and maintenance for the Project. Additionally, LAWA and LAWA Members will continue to negotiate the PPA with Garrison Diversion that addresses capital repayment and operation and maintenance agreements on the full Project, as well as a water supply component outlining the agreement and terms on which LAWA and/or its member entities will purchase a bulk water supply from Garrison Diversion. Regardless of which member entities participate in this Series D Agreement, LAWA will be the point of contact for the users and will represent all LAWA member entities in discussion. Garrison Diversion will apprise LAWA of any LAWA user meetings on the Project and offer LAWA an opportunity to participate. A representative of LAWA will attend all such user meetings.

**Section 2.03** PROJECT GENERALLY. As indicated in the Cooperation Agreement and unless otherwise agreed between the Parties, Garrison Diversion shall finance, design, build, construct, own, maintain, and operate the features contemplated by this Series D Agreement. Garrison Diversion, in cooperation with LAWA as identified herein, may choose to use any legally authorized project delivery method to design, construct, own, maintain, and/or operate the construction features, as agreed under the terms of this, past, and future agreements.

**Section 2.04** CONTRACT INPUT. As indicated in the Cooperation Agreement, Garrison Diversion will present all draft contracts and consultant task orders to LAWA for review and seek input from LAWA on the terms of the agreements and financial considerations. The provisions governing Garrison Diversion and LAWA engagement provided in the Cooperation Agreement apply to this Series D Agreement and are not restated herein, including those provisions governing contracts, task orders, consultant communication, and decision-making.

**ARTICLE III.  
COST SHARE COMPONENTS**

**Section 3.01** COST SHARE FOR 2023-2025 BIENNIUM BUDGET. The North Dakota Legislature provided a grant for the Project during the 2023-2025 Biennium that authorized a budget of \$180 million in State funding, subject to a seventy-five percent (75%) cost share of eligible costs, with the remainder paid by local entities. Garrison Diversion will obtain LAWA's approval of task orders that will obligate local cost share payments under this Section. After obtaining LAWA's approval of task orders and construction contracts, Garrison Diversion will diligently pursue the work contemplated thereunder. Garrison Diversion will manage contracts and consultants. Garrison Diversion will initially pay all costs of the Project included in the 2023-2025 Biennium work plan that are eligible for the seventy-five percent (75%) cost share by obtaining reimbursement from the State. The Local Project Costs will consist of the local twenty-five percent (25%) cost share of reimbursable costs plus any non-reimbursable costs.

**Section 3.02** INITIAL COST RESPONSIBILITY. This Series D Agreement solely addresses the Parties' responsibilities for their share of the initial costs associated with and limited to the specific categories identified in Exhibit A through the later of (1) June 30, 2025, if budgeted funds are expended by that date, or (2) thereafter if the completion of the scope of work extends beyond that date and so long as there are budgeted funds available to complete the approved budget items.

**Section 3.03** GARRISON DIVERSION WILL OBTAIN LOAN FOR LOCAL PROJECT COST. As set forth herein, Garrison Diversion is responsible for initially financing the Local Project Costs and will do so by obtaining financing from the Bank of North Dakota (the "BND Loan"). The legislatively authorized repayment terms of the Bank of North Dakota financing will include a forty (40) year loan repayment term and two percent (2%) interest rate, with the financing being split into a Series D1 Financing and a Series D2 Financing as set forth in the subsequent section. Garrison Diversion is actively seeking a debt repayment schedule in consultation with Fargo and Grand Forks as further set forth in the referenced addendums. The final loan terms and repayment schedules for the Series D1 Financing and for the Series D2 Financing, once completed, will be identified in separate addendums to this Series D Agreement. The Parties understand and agree that Fargo and Grand Forks will repay their respective proportion of Garrison Diversion's cost of financing and debt service on the financing as part of their payment obligations to Garrison Diversion, which will be included in the referenced addendums.

**Section 3.04** ALLOTMENT OF BANK OF NORTH DAKOTA LOAN. Garrison Diversion will issue two obligations to evidence the financing from the Bank of North Dakota for the Local Project Costs (the "BND Loan Total"), as follows: (i) the first obligation will evidence up to 81.16% of the BND Loan Total (the "Series D1 Financing"), which will be allotted to Fargo and Grand Forks for their share of the Local Projects Costs and will be secured by the pledge of legally available revenues by Fargo and Grand Forks to pay the entirety of the debt service and financing costs associated with the Series D1 Financing; and (ii) the second obligation will evidence up to 18.84% of the BND Loan Total (the "Series D2 Financing"), which will be allotted to all LAWA members besides Fargo and Grand Forks (the "Small Systems") for their share of the Local Project Costs and possibly to Fargo and Grand Forks depending upon a recalculation of the nominal commitments and secured by a pledge of legally available revenues by the Small Systems to pay the entirety of the debt service and financing costs associated with the Series D2 Financing; provided that Garrison Diversion will not issue the Series D2 Financing until it has met with all

Small Systems and has a definitive nomination commitment from those Small Systems whether or not each Small System will be participating in the Project. Garrison Diversion will recalculate the respective responsibility of Fargo and Grand Forks, if any, and of each Small System for repaying the Series D2 Financing prior to the issuance of the Series D2 Financing.

**Section 3.05 PAYMENT BY FARGO AND GRAND FORKS.** Fargo and Grand Forks will each reimburse Garrison Diversion for their proportion of Local Project Costs, subject to the maximums identified in Exhibit B, plus costs identified in Section 3.03; provided that Exhibit B shall be adjusted to increase the identified maximums for Fargo and Grand Forks if it is determined that Fargo and Grand Forks are responsible for a share of the Series D2 Financing as described herein. Once the loan payment schedule is established in the addendum for the Series D1 Financing, Fargo and Grand Forks will be responsible for 100% of the debt service payments for the Series D1 Financing as described below based on their proportionate share of each loan payment for the Series D1 Financing, to be paid at least ten (10) calendar days in advance of Garrison Diversion's loan payment due date. Fargo will make payment to Garrison Diversion amounting to 82.24% of each loan payment due for the Series D1 Financing from legally available revenues which are irrevocably pledged to payment thereof, and Grand Forks will make payments amounting to 17.76% of each loan payment due for the Series D1 Financing from legally available revenues which are irrevocably pledged to payment thereof. Fargo and Grand Forks will further be responsible for payment of their proportionate share of each loan payment for the Series D2 Financing, if any, to be paid at least ten (10) calendar days in advance of Garrison Diversion's loan payment due date if the recalculation prior to the Series D2 Financing issuance shows that Fargo and Grand Forks' percentage of Local Project Costs have increased. All payments made by Fargo and Grand Forks will be deemed to be made on behalf of LAWA and will extinguish Fargo and Grand Forks' contribution requirements for Local Project Costs on behalf of LAWA. Fargo and Grand Forks do not have the authority to seek reimbursement from the other LAWA member entities for the funds they pay pursuant to this Series D Agreement.

**Section 3.06 PAYMENT BY LAWA SMALL SYSTEMS.** The Small Systems will be responsible for each reimbursing Garrison Diversion for their proportion of Local Project Costs financed by the Series D2 Financing, subject to the overall maximum identified in Exhibit B, plus financing costs referenced in Section 3.03 (the "Small System Obligations"); provided that Exhibit B shall be adjusted to decrease the identified maximum for the Small Systems if it is determined that Fargo and Grand Forks are responsible for a share of the Series D2 Financing as described herein. Once Garrison Diversion has determined which Small Systems will participate in the Project and recalculated each Small System's proportionate share of debt service for the Series D2 Financing, it will provide an amortization schedule to each Small System and may issue the Series D2 Financing; provided that if it is determined that the Small Systems commitments and recalculated share of proportionate share of debt service is not sufficient to pay all of the debt service on the Series D2 Financing, Fargo and Grand Forks agree that such deficiency will be reallocated to Fargo and Grand Forks proportionate shares of the Local Project Costs. Each Small System will be responsible for payment of its proportionate share of each loan payment for the Series D2 Financing in the manner agreed upon by Garrison Diversion and the Small Systems, but at least ten (10) calendar days in advance of Garrison Diversion's loan payment due date. All payments made by Small Systems will be deemed to be made on behalf of LAWA and will extinguish the Small Systems' contribution requirements for Local Project Costs on behalf of LAWA.

**Section 3.07** REFUNDING. Fargo and Grand Forks agree that the funds they pay pursuant to this Series D Agreement are non-refundable in any and all cases except in the event Garrison Diversion does not award a contract for the construction of the infrastructure described in Exhibit A. If no construction contract is issued or if the Project is delayed indefinitely, as determined by Garrison Diversion and LAWA, Garrison Diversion will return any remaining unused funds remitted to Fargo and Grand Forks.

**Section 3.08** PROJECT RISKS. The Parties acknowledge and agree that there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project. This includes, by way of illustration and not limitation, the following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA, and/or the Garrison Diversion; (iv) environmental risks; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approvals, Federal permits, or additional Federal environmental review; (vii) the Federal Government's decision regarding any permitting or approvals required for the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; (ix) climate change and variability; and (x) political interference at the local, state, federal, or tribal level. That said, any increase in the identified budgeted costs would require approval of the LAWA Board and Garrison Diversion.

**Section 3.09** ASSIGNMENT. This Series D Agreement (and any interest herein or hereunder) may not be assigned, transferred, pledged, hypothecated, or encumbered without the prior written consent of the other Parties.

#### ARTICLE IV. FINANCING AND INVOICING

**Section 4.01** FINANCING ADMINISTRATION. Garrison Diversion will lead planning, design, construction, operation, and maintenance of the items that are subject to this Series D Agreement. Garrison Diversion will advance funds for the initial work, subject to reimbursement from the State and LAWA through Fargo, Grand Forks, and possibly other LAWA members that become obligated through future agreements. Fargo, Grand Forks, and other LAWA members will use whatever sources of funds available to them to make payments, with no expectation that they will issue Debt Obligations.

**Section 4.02** 2021-2023 BIENNIUM CREDIT AGREEMENT. The Parties agree that the financing arrangements set forth in the 2021-2023 Biennium Credit Agreement shall remain in full force and effect. The Parties intend that the 2021-2023 Biennium Credit Agreement and the financing arrangements set forth in this Agreement shall remain in effect until the Parties enter into a PPA or as otherwise agreed to in a future interim financing agreement. Provided, the 2021-2023 Biennium Credit Agreement shall remain in full force and effect until terminated in accordance with Section 2.07 of the 2021-2023 Biennium Credit Agreement. The parties agree that Bank of North Dakota's rights as a third party beneficiary, as set forth in Section 3.01 of the 2021-2023 Biennium Credit Agreement, shall remain in full force and effect.

The parties further agree, acknowledge and covenant that the revenues pledged and remitted by the Parties to Garrison Diversion for debt service on the Series D1 Financing and Series D2 Financing will be irrevocably pledged for debt service on the BND Loan. As a result, the Parties agree and acknowledge that, at any time during which one or more of the Parties is in

breach or default of its respective obligations arising out of or related to this Series D Agreement, the Bank of North Dakota may enforce the terms and conditions of this Series D Agreement including, without limitation, by securing a court order directing the Party to perform its obligations under this Series D Agreement. In addition to the foregoing, the Bank of North Dakota shall have all other rights available to it at law or in equity, and all of the rights and remedies provided hereunder are deemed cumulative and not exclusive of any rights or remedies provided by law or otherwise available to the Bank of North Dakota.

**Section 4.03** SEPARATE PROJECT FUND. Garrison Diversion has a Project Fund for the financial administration of the Project. The Project Fund is a separate fund used by Garrison Diversion only to pay costs and expenses that, under accepted accounting practices, constitute costs necessarily incurred to construct the Project, including but not limited to land, easements, buildings, structures, administration costs, office space, vehicle costs, and all other costs related to Project implementation, along with machinery and equipment, and the cost of all architectural, engineering, legal and other professional services, printing and publication, and other costs reasonable, necessary, and incidental thereto, including issuance costs as it relates to the work contemplated under this Series D Agreement.

**Section 4.04** INVOICES AND PAYMENT. If any contractor invoices are due prior to the Bank of North Dakota loans being funded, Garrison Diversion will pay the contractor invoice and remit the same to Fargo and Grand Forks for payment of their respective share of each invoice; provided that if Garrison Diversion does not have sufficient funds on hand to pay such invoices, the parties agree to cooperate and contribute funds to Garrison Diversion to make such payments subject to reimbursement by Garrison Diversion to the parties out of proceeds of the Bank of North Dakota loans based on amounts contributed. The amount included in invoices will not exceed the respective maximum amounts included on Exhibit B. Subject to any dispute by Fargo or Grand Forks, each will remit payment on an invoice for any undisputed balance within thirty (30) calendar days after receiving an invoice.

**Section 4.05** DISPUTE. If Fargo or Grand Forks disputes any portion of a Garrison Diversion invoice, any undisputed portion of the invoice must be paid within thirty (30) calendar days of the receipt of invoice. For any portion of an invoice in dispute, the disputing party must provide an explanation in writing regarding the specific basis of the dispute. Garrison Diversion will review the explanation and provide a written response within thirty (30) calendar days of the receipt of the disputing party's explanation. If the Parties' staff members are unable to help the Parties reach consensus, representatives of each Party will follow the dispute resolution process outlined in the Cooperation Agreement.

## ARTICLE V. OPERATIONS AND MAINTENANCE

**Section 5.01** GENERALLY. While the PPA will govern the responsibility for operation and maintenance (O&M) of the Project when the PPA is executed, this Series D Agreement addresses any interim O&M needs that arise relating to the projects constructed pursuant to this Series D Agreement. Garrison Diversion will be responsible for conducting all operation and maintenance required for any portion of the Project constructed prior to the PPA effective date and through the term of this Series D Agreement. The O&M expenses will be presented in an annual work plan and budget, brought to LAWA as provided in the Cooperation Agreement. LAWA may



choose to task the Technical Advisory Committee to review the O&M Plan and annual work plan. The annual O&M costs will be invoiced to LAWA as part of the monthly payments after the infrastructure on Exhibit A is completed. The Parties will enter future interim financing agreements setting forth the structure of these monthly payments.

**Section 5.02** DISPUTES. If there is a dispute between any Parties regarding deferred maintenance or the need for changes to operation, maintenance or repairs, the provisions of the Cooperation Agreement at Section 3.05 will govern the resolution of the dispute.

**Section 5.03** O&M PLAN AND MANUAL. At least six (6) months prior to the first Project Element Service Commencement Date, Garrison Diversion and LAWA shall collaborate to draft a plan and manual for operations and maintenance of the particular items constructed pursuant to this Series D Agreement (“Plan and Manual”). The Technical Advisory Committee will be consulted and provide input on this Plan and Manual. The Plan and Manual will continue to be supplemented as new Project infrastructure comes online. Once a draft Plan and Manual is completed, Garrison Diversion and LAWA will submit the draft Plan and Manual to Garrison Diversion and LAWA for approval using the decision-making protocol in Section 3.05 of the Cooperation Agreement to obtain approval of the Plan and Manual.

## ARTICLE VI. INSURANCE AND LIABILITY

**Section 6.01** PARTIES’ INSURANCE. Garrison Diversion is working with AON as an insurance consultant, who is providing advice on the insurance limitations to be included in each RRVWSP construction contract. Garrison Diversion will require reasonable insurance limits for all contractors working on the infrastructure described herein. Garrison Diversion will also insure the herein described infrastructure, with the insurance costs classified as an O&M expense to the Project. In addition, all Parties will maintain their own adequate political subdivision liability insurance coverage, as well as coverage for officers and directors.

**Section 6.02** INSURANCE CONSULTANT RECOMMENDATION. Once the insurance consultant recommends coverages and limits, Garrison Diversion and LAWA will approve the construction documents that include coverage limits for the infrastructure herein described, which will be charged as an expense both during and after construction.

**Section 6.03** LIABILITY. The funding provided through this Series D Agreement does not create any liability for LAWA, Fargo or Grand Forks as an owner of the Project. LAWA, Fargo and Grand Forks will be named as additional insureds on the construction contracts that are funded by this Series D Agreement.

## ARTICLE VII. TERMINATION AND STAY

**Section 7.01** TERM. Subject to the D1 Addendum and the D2 Addendum, this Series D Agreement will be valid through June 30, 2025, or until the funds authorized and approved hereunder are spent on the identified construction expenses, whichever occurs later; provided that any and all payments due and owing by Fargo, Grand Forks and the Small Systems at the time of termination of this Series D Agreement, which have not been reallocated pursuant to the PPA and

any associated long-term financing documents, must be fully paid before Fargo, Grand Forks, and the Small System's responsibilities to make payments hereunder will terminate.

**Section 7.02** TERMINATION BY MUTUAL AGREEMENT. The Parties may mutually agree, in writing, to terminate this Series D Agreement. Any and all payments due and owing by Fargo and Grand Forks at the time of termination of this Series D Agreement must be fully paid before Fargo's and Grand Forks' responsibility to make payments hereunder will terminate. The Small Systems will remain responsible for its portion of the Series D2 Financing incurred by Garrison Diversion and paid or due and owing to the Bank of North Dakota.

**Section 7.03** COST SHARE THRESHOLD. The Cost Share Threshold termination provision of the Cooperation Agreement does not apply to this Series D Agreement.

### **ARTICLE VIII. MISCELLANEOUS**

**Section 8.01** ENTIRE AGREEMENT. This Series D Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof, and this Series D Agreement supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to the subject matter of this Series D Agreement. This Series D Agreement incorporates all provisions of the Cooperation Agreement between LAWA and Garrison Diversion, as if all provisions were included herein unless a contrary provision is included herein.

**Section 8.02** NOTICE. All notices under this Series D Agreement will be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:

If to Garrison Diversion:      General Manager  
Garrison Diversion Conservancy District Headquarters  
PO Box 140  
Carrington, ND 58421

If to LAWA:                      LAWA Board Chair  
Lake Agassiz Water Authority  
PO Box 140  
Carrington, ND 58421

If to Fargo:                      City Administrator  
Fargo City Hall  
225 4<sup>th</sup> St. N  
Fargo, ND 58102

If to Grand Forks:              City Administrator  
Grand Forks City Hall  
255 N 4<sup>th</sup> St.

## Grand Forks, ND 58203

**Section 8.03** GOVERNING LAW. This Series D Agreement shall be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Series D Agreement shall be venued in Cass County in the State of North Dakota, and the Parties waive any objection to personal jurisdiction.

**Section 8.04** SEVERABILITY. Each provision, section, sentence, clause, phrase, and word of this Series D Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Series D Agreement.

**Section 8.05** MODIFICATIONS. Any modifications or amendments to this Series D Agreement must be in writing and signed by all Parties to this Series D Agreement.

**Section 8.06** BINDING EFFECT. This Series D Agreement shall be for the benefit of, and may be enforced only by, the Parties and is not for the benefit of, and may not be enforced by any third party.

**Section 8.07** REPRESENTATION. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Series D Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

**Section 8.08** HEADINGS. Headings in this Series D Agreement are for convenience only and will not be used to interpret or construe its provisions.

**Section 8.09** REPRESENTATION OF AUTHORITY. Each Party signing this Series D Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Series D Agreement and that the Series D Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**Section 8.10** FORCE MAJEURE. A Party shall not be held responsible for any delay or failure in performance of any part of this Series D Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected Party will notify the other Parties in writing within ten (10) calendar days after the beginning of any such cause that would affect its performance. Notwithstanding, if a Party's performance is delayed for a period exceeding thirty (30) calendar days from the date the other Parties receive notice under this section, the non-affected Parties will have the right, without any liability to the other Parties, to terminate this Series D Agreement. Ongoing litigation and any construction injunction do not qualify as force majeure events.

**Section 8.11** COUNTERPARTS; ELECTRONIC SIGNATURES. This Series D Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature

is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

**IN WITNESS WHEREOF**, Garrison Diversion, LAWA, Fargo, and Grand Forks caused this Series D Agreement to be executed.

*(Remainder of page intentionally left blank.)*


*Signature Page for the Garrison Diversion Conservancy District*

The governing body of the Garrison Diversion Conservancy District approved this Series D Agreement on the 14 day of September, 2023.

GARRISON DIVERSION  
CONSERVANCY DISTRICT, a  
governmental agency, body politic and  
corporate

By:   
Alan Walter, Chair

ATTEST:

  
Secretary


*Signature Page for the Lake Agassiz Water Authority*

The governing body of the Lake Agassiz Water Authority approved this Series D Agreement on the 13th day of July, 2023.

LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate

By:   
Dr. Timothy Mahoney, Chair

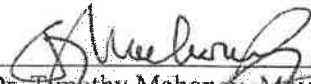
ATTEST:

  
\_\_\_\_\_  
Duane DeKrey, Secretary

*Signature Page for the City of Fargo*

The governing body of the City of Fargo approved this Series D Agreement on the 24 day of July, 2023.

City of Fargo, a governmental agency, body politic and corporate

By:   
Dr. Timothy Mahoney, Mayor

ATTEST:

  
Secretary

*Signature Page for the City of Grand Forks*

The governing body of the City of Grand Forks approved this Series D Agreement on the 17th day of July, 2023.

City of Grand Forks, a governmental agency, body politic and corporate

By: DocuSigned by:  
Brandon Bochenski  
2314C9B7520043E  
Brandon Bochenski, Mayor

ATTEST:

DocuSigned by:  
Maureen Stortad  
DB341F6882B4123...  
Maureen Stortad, Finance Director

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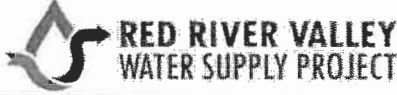

  																
<b>2023 to 2025 Biennium Work Plan</b> (\$244.0 mil Total Funding; \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)																
June 21, 2023																
No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Biennium ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>			2025-27 Biennium Project Cost	Future Biennium Project Cost	
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%			
1.	<b>Garrison Diversion Conservancy District Budget</b> Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.		GDCD				\$ 2.50	\$ 1.87	\$ 0.63						
2.	<b>Property, Easements, and Crop Damage Payments<sup>4</sup></b> Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners. Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.		RRVWSP				\$ 2.21	\$ 1.66	\$ 0.55						
				ENDAWS	\$ 0.49	\$ 0.37	\$ 0.12									
				ENDAWS Facilities	\$ 2.00	\$ 1.50	\$ 0.50									
				Crp Dmg				\$ 0.78	\$ 0.58	\$ 0.20						
3.	<b>Transmission Pipeline East Contract 5C</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Jul-23	Prof Svcs								\$ 5.36	\$ 4.02	\$ 1.34		
			Aug-23	Const, 2026 Fin								\$ 59.00	\$ 44.25	\$ 14.75		
4.	<b>Transmission Pipeline East Contract 5D</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.	Jul-23	Prof Svcs								\$ 5.85	\$ 4.39	\$ 1.46		
			Aug-23	Const, 2026 Fin								\$ 64.60	\$ 48.45	\$ 16.15		
5.	<b>RRV Transmission Pipeline Contract 6A</b> Scope: Pipeline installation. Including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	9± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point south of Glenfield.	Jul-23	Prof Svcs								\$ 5.31	\$ 3.98	\$ 1.33	\$ 1.8	
			Sep-23	Const, 2026 Fin								\$ 58.45	\$ 43.84	\$ 14.61	\$ 22.0	
6.	<b>ENDAWS Transmission Pipeline Contract 3</b> Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.	Jul-23	ENDAWS	\$ 3.06	\$ 2.30	\$ 0.76								\$ 90	\$ 169
7.	<b>Transmission Pipeline East Contracts 4A and 4B</b> Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).	27± mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdfield at HBTs.	Oct-23	Prof Svcs				\$ 8.30	\$ 6.23	\$ 2.07				\$ 202		

EXHIBIT A  
2023-2025 Biennium Budget Features

A-1

  															
<b>2023 to 2025 Biennium Work Plan</b> (\$244.0 mil Total Funding: \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)															
June 21, 2023															
No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>			2025-27 Bien Project Cost	Future Bien Project Cost
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%		
8.	<b>RRV Transmission Pipeline Contract 7</b> Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).	14± mi of 72" pipeline, including several 96" tunnels. Pipeline extends from the east end of Contract 6B to the outfall on the Sheyenne River southeast of Cooperstown.	Jul-23	Prof Svcs				\$ 2.93	\$ 2.20	\$ 0.73				\$ 105	
9.	<b>McClusky Canal Intake and Pumping Station</b> Scope: Conceptual and preliminary design of an intake and pumping station at the McClusky Canal. Need: Preliminary designs are necessary so site acquisition can begin and final design can commence when land is secured.	Siting; passive intake screens, pumping station similar to MRI, and utility extension design can begin for new facility to be located near McClusky, ND.	Oct-23	Prof Svcs	\$ 0.80	\$ 0.60	\$ 0.20								\$ 49
10.	<b>Biota Water Treatment Plant and Main Pumping Station</b> Scope: Conceptual and preliminary designs for a Biota WTP and Main Pumping Station, including hydraulic surge facility. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Oct-23	Prof Svcs	\$ 3.20	\$ 2.40	\$ 0.80								\$ 189
11.	<b>Hydraulic Break Tanks</b> Scope: Preliminary design of above-ground tanks and associated facilities at or near the continental divide. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.	Two 5 MG above-ground storage tanks and accessories, site piping and valves, monitoring, and utility extensions necessary for a new greenfield site.	Oct-23	Prof Svcs	\$ 0.50	\$ 0.37	\$ 0.13								\$ 31
12.	<b>PMIS Annual Licenses &amp; Continued Maint/Upgrades</b> Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for voluminous amount of construction related documents.	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of contractors/subcontractors and workflow/report additions and modifications.	Oct-23	Vend & Prof Svcs				\$ 0.50	\$ 0.38	\$ 0.12					
13.	<b>Prg Mgmt to Support Larger Spend and Expanded Team</b> Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion. Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Jul-23	Prof Svcs				\$ 0.66	\$ 0.50	\$ 0.16					
14.	<b>Outreach, Plng, and Design to Secure User Commitments</b> Scope: User briefings and necessary support, including conceptual designs, to secure project commitments. Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Jul-23	Prof Svcs				\$ 1.70	\$ 1.28	\$ 0.42					

A-2

  															
2023 to 2025 Biennium Work Plan (\$244.0 mil Total Funding: \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)															
June 21, 2023															
No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>			2025-27 Bien Project Cost	Future Bien Project Cost
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%		
15.	<b>Operational Planning and Asset Management Phase 3</b> Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Jan-24	Prof Svcs				\$ 0.50	\$ 0.38	\$ 0.12					
16.	<b>Financial Planning Support</b> Scope: Continue to refine the financial model and provide scenarios as required to support users and the program. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Jul-23	Prof Svcs				\$ 0.59	\$ 0.44	\$ 0.15					
17.	<b>Contingency</b> Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs. Need: Address and pay for changes that are sure to occur.	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	N/A	GDCD	\$ 0.60	\$ 0.45	\$ 0.15	\$ 1.03	\$ 0.77	\$ 0.25	\$ 13.08	\$ 9.81	\$ 3.27		
<b>TOTAL PROGRAM BUDGET</b>					\$ 10.65	\$ 7.99	\$ 2.66	\$ 21.70	\$ 16.29	\$ 5.40	\$ 211.65	\$ 158.74	\$ 52.91	\$ 421	\$ 438
<b>Notes:</b> 1. Construction costs include management, engineering services during construction, inspection, field quality control, and construction. 2. Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium. 3. Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are <u>not</u> shown. 4. Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damage, and field obstructions. Estimates include pipeline easements required for the ENDAWS east/west pipeline (none are secured at this point) and remaining easements from the Hydraulic Break Tanks to the Sheyenne River Outfall (25% remain mostly in Wells County).															

A-3

**EXHIBIT B****Local Project Cost Distribution**

Legislatively Approved State Grant: \$180 million

Local Cost Share Required: \$60 million

Local Cost Responsibility:

<b>Participant</b>	<b>Series D Total Principal Allocation</b>
Fargo	*\$40,048,873
Grand Forks	*\$8,648,687
Garrison Diversion	-
Cooperstown	\$58,582
Remainder Small Systems	*\$11,243,858
<b>Total</b>	<b>\$60,000,000</b>

\*subject to adjustment as provided in Sections 3.05 and 3.06.

**EXHIBIT D**

**Draft Interim Financing Agreement Series D Small Systems Amendment**

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**INTERIM FINANCING AGREEMENT SERIES D  
SMALL SYSTEMS AMENDMENT**

**BY AND BETWEEN  
GARRISON DIVERSION CONSERVANCY DISTRICT  
AND  
LAKE AGASSIZ WATER AUTHORITY  
AND  
CITY OF FARGO, NORTH DAKOTA  
AND  
CITY OF GRAND FORKS, NORTH DAKOTA  
AND  
SMALL SYSTEMS**

**Dated as of \_\_\_\_, 2024**

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**INTERIM FINANCING AGREEMENT SERIES D – SMALL SYSTEMS AMENDMENT**

**THIS INTERIM FINANCING AGREEMENT SERIES D – SMALL SYSTEMS AMENDMENT** (the “Small Systems Amendment”), is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between GARRISON DIVERSION CONSERVANCY DISTRICT, a governmental agency, body politic and corporate of the State of North Dakota (“Garrison Diversion”); LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate of the State of North Dakota (“LAWA”); CITY OF FARGO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Fargo”); CITY OF GRAND FORKS, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Grand Forks”) (collectively, “Initial Series D Participants”) and the “Small Systems Participants,” which include the following: \_\_\_\_\_ [add Small System participants]. All entities are referred to individually as a “Party” and collectively as “Parties.” This Small Systems Amendment adds Parties to the Interim Financing Agreement Series D, dated September 14, 2023 (“Series D Agreement”), and obligates Small System Participants to share in the funding of the 2023-2025 RRVWSP Work Plan. Unless otherwise amended or referenced herein, all terms and conditions of the Series D Agreement remain valid and in full effect.

1. The Initial Series D Participants entered into the Series D Agreement on September 14, 2023, which is an agreement to finance the Garrison Diversion 2023-2025 Biennium Work Plan. The Initial Series D Participants agreed to obtain financing for the local share of the Work Plan in two tranches, with the first financing only obligating Fargo and Grand Forks. Fargo and Grand Forks agreed to pay up to 81.16% of the Local Project Costs in the Series D Agreement and through the Series D1 Financing. A second round of debt financing for the remaining 18.84% of the Local Project Costs was to be separately issued as a “Series D2 Financing” once the Small Systems Participants were identified. This Small Systems Amendment adds the undersigned Small Systems to the Series D Agreement, granting to each the rights and obligations pursuant thereto, as if they had originally signed the Series D Agreement.
2. This Amendment identifies all Project Participants’ respective nominations for a water supply. *[If applicable - To the extent Fargo or Grand Forks add additional nominations, they are included as a Small System for the purposes of the obligations and rights associated with their additional nomination, as identified in this Small System Amendment.]* Through signatures on this Small Systems Amendment and a previously executed Memorandum of Commitment, each Small System nominates the water supply identified on Attachment 1, which adds an Exhibit C to the Series D Agreement.
3. The undersigned agree to pay a portion of the Local Project Costs based upon its allocated portion of the total water supply nominations for the RRVWSP pursuant to and in the manner described in Paragraph 3.06 of the Series D Agreement and from legally available revenues which are irrevocably pledged to payment thereof. The undersigned will execute debt instruments for its respective financial obligations for the Series D2 Financing, up to the amounts identified in Attachment 2, which attaches an Amended Exhibit B, which replaces Exhibit B to the Series D Agreement, plus financing costs. These payments are made on behalf of LAWA.

4. Once the Small Systems Amendment is executed by each of the Small Systems Participants, Garrison Diversion may proceed to issue the Series D2 Financing.
5. The undersigned agree that the funds they pay pursuant to this Small Systems Amendment and Series D2 Financing are non-refundable in any and all cases except in the event Garrison Diversion does not award a contract for the construction of the intended infrastructure. If no construction contract is issued or if the Project is delayed indefinitely, as determined in good faith by Garrison Diversion and LAWA after consultation with and input from Fargo and Grand Forks, Garrison Diversion will return any remaining unused funds to each Series D Agreement and Small Systems Amendment signor, in relative proportion to the total payment made by each in support of the Series D Agreement, as amended.
6. Series D Agreement Section 3.09 is replaced with the following language:

**SECTION 3.09 ASSIGNMENT.** Each Project Participant's nominations and financial obligations under the Series D Agreement and the Small Systems Amendment may be assigned or transferred to another LAWA member capable of assuming the duties on any financial or other terms it considers appropriate with the prior written consent of Garrison Diversion and LAWA. No Project Participant may otherwise pledge, hypothecate, or encumber its interests in the Series D Agreement or the Small Systems Amendment without the prior written consent of Garrison Diversion and LAWA. The written approval required of Garrison Diversion and LAWA pursuant to this Section will not be unreasonably withheld.

7. The Parties specifically intend that the Small Systems Participants have the same rights and responsibilities as Fargo and Grand Forks in the Series D Agreement Sections 4.04, 4.05, 6.03 and 8.05. Each Party hereto is bound to all terms of the Series D Agreement and incorporates any required representations as if it were an original signer of the Series D Agreement.
8. In addition to the addresses identified in Series D Agreement Section 8.02, any notices required to be sent to the undersigned Small Systems should be sent to the following:

[ADD ALL SMALL SYSTEMS]

If to [*small system*]: \_\_\_\_\_

9. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Small System Amendment, and agree they have not been influenced by any representations or statements made by any other Parties.
10. The undersigned confirming it has the legal right and ability to enter into this Amendment and the Series D Agreement.
11. This Small Systems Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation



of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

**IN WITNESS WHEREOF**, Garrison Diversion, LAWA, Fargo, Grand Forks, \_\_\_\_\_  
[add Small Systems] caused this Series D Agreement – Small Systems Amendment to be executed.

*(Remainder of page intentionally left blank.)*

*Signature Page for the Garrison Diversion Conservancy District*

The governing body of the Garrison Diversion Conservancy District approved this Series D Agreement- Small Systems Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GARRISON DIVERSION  
CONSERVANCY DISTRICT, a  
governmental agency, body politic and  
corporate

By: \_\_\_\_\_  
Alan Walter, Chair

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for the Lake Agassiz Water Authority*

The governing body of the Lake Agassiz Water Authority approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate

By: \_\_\_\_\_  
Dr. Timothy Mahoney, Chair

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for the City of Fargo*

The governing body of the City of Fargo approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City of Fargo, a governmental agency, body politic and corporate

By: \_\_\_\_\_  
Dr. Timothy Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for the City of Grand Forks*

The governing body of the City of Grand Forks approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City of Grand Forks, a governmental agency, body politic and corporate

By: \_\_\_\_\_  
Brandon Bochenski, Mayor

ATTEST:

\_\_\_\_\_  
Secretary

[Add for each Small System Participant]

Signature Page for \_\_\_\_\_

The governing body of \_\_\_\_\_ approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_ day of \_\_\_\_\_, 2024.

[Entity], a governmental agency, body politic and corporate.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**Attachment 1 – New Exhibit C**

**EXHIBIT C**

**RRVWSP Nominations**

*[Add all Project Participants' Names and Nominations]*

**Attachment 2 – Amended Exhibit B**

**EXHIBIT B**

**Local Project Participant Cost Distribution**

Legislatively Approved State Grant: \$180 million

Local Cost Share Required: \$60 million

Local Cost Responsibility:

<b>Participant</b>	<b>Series D Total Principal Allocation</b>
Fargo	*\$40,048,873
Grand Forks	*\$8,648,687
Garrison Diversion	-
Cooperstown	\$58,582
Remainder Small Systems	*\$11,243,858
<b>Total</b>	<b>\$60,000,000</b>

*[Add entities and allocations under Small Systems. Change Fargo and Grand Forks if necessary.]*



## RRVWSP MEMORANDUM OF COMMITMENT

THIS RED RIVER VALLEY WATER SUPPLY PROJECT (“RRVWSP” or “Project”) MEMORANDUM OF COMMITMENT (this “MOC”), dated July 16, 2024 (the “Effective Date”), by and between Hillsboro, a city (the “Participant” ), Lake Agassiz Water Authority (“LAWA”), a political subdivision of the state of North Dakota, and Garrison Diversion Conservancy District (“Garrison Diversion”), a political subdivision and instrumentality of the state of North Dakota (collectively the “Parties”), is a contingent acknowledgement of the Participant’s intent to financially participate in the RRVWSP. Additionally, through this MOC and a related Interim Financing Agreement Series D – Small System Amendment (“Series D Small Systems Amendment”), Participant agrees to provide funding for its proportionate share of the 2023-2025 RRVWSP Work Plan (attached as Exhibit A and referred to herein as the “Biennium Work Plan”) and associated Budget (attached as Exhibit B, as amended, and referred to herein as the “Budget”).

### Recitals

A. The RRVWSP is a forthcoming reliable, high quality supplemental water supply project for central and eastern North Dakota for various purposes, including domestic, rural water, municipal and industrial uses. The infrastructure making up the Project presently includes by way of illustration and not limitation an intake, biota water treatment plant, buried pipeline, pump stations, air release valves, discharge structure, and associated infrastructure used to transport a supplemental water supply from the Missouri River and/or the McClusky Canal, to the Participant and other LAWA stakeholders.

B. LAWA is assisting in the development of the RRVWSP. LAWA is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-39 of the North Dakota Century Code.

C. Garrison Diversion is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-24 of the North Dakota Century Code.

D. Participant is a city. The Participant along with each other municipality entering into a MOC and Series D Small Systems Amendment are together referred to herein as the “Participants.”

E. Participant acknowledges it intends to enter into a Project Participation Agreement (“PPA”) with Garrison Diversion, LAWA, and other Participants to pay for its share of the past, current and future design, construction, operation, and maintenance of the RRVWSP, and to nominate and reserve 0.50 cubic feet per second (cfs) of water from the RRVWSP. The PPA is a voluminous agreement, with significant appendices. The Parties are working through edits to the PPA and appendices, so Participant is not yet comfortable signing the PPA, however Participant acknowledges its intent to participate in the RRVWSP and sign the satisfactory final form of the PPA upon timely completion of the editing process.

F. It is imperative to the timely and cost-efficient development to now identify as accurately as possible which Participants will be part of the RRVWSP and to identify accurately the PPA financial obligations for each of the RRVWSP Participants.

G. Garrison Diversion received 75% cost-share funding from the North Dakota Department of Water Resources, with an obligation to fund the 25% local cost share. Garrison Diversion needs the Participants to cover their respective, prorated portion of the local cost share for the 2023-2025 biennium Budget expenses. To date, Garrison Diversion, LAWA, Fargo and Grand Forks have already entered into an agreement to fund 81% of the 25% local share of Garrison Diversion's 2023-2025 Work Plan. (See Exhibit C, Interim Financing Agreement Series D). In order to fund the remaining local share, Garrison Diversion, LAWA and all other Participants have agreed to enter into this MOC to set forth the Participants' commitment to execute the Series D Small System Amendment, whereby all Participants will pay their share of the 2023-2025 Work Plan. A draft Series D Small Systems Amendment is attached hereto as Exhibit D and will be executed by Participant, along with all other participating Small Systems, once all participating entities have executed MOCs. This MOC commits and binds Participant to pay its allocated portion of the Biennium Work Plan and Budget local costs pursuant to the Series D Agreement (as amended), its binding commitment to execute the Series D-Small Systems Amendment once all participating entities have executed MOCs, and sets forth its good faith intention to enter the final PPA once review and negotiations satisfactorily are complete.

#### Agreement

In consideration of the foregoing and the covenants and agreements set forth herein, the Parties agree as follows:

1. Participant has reviewed and understands the Biennium Work Plan (Exhibit A) and the Budget (Exhibit B), which identify Participant's allocated portion of the local cost share as \$135,045.99 in principal (the "Participant Portion"). Participant agrees to pay the Participant Portion plus financing costs as its portion of the Local Project costs of the Biennium Work Plan pursuant to the Series D Small Systems Amendment. The Budget is Garrison Diversion's best estimate of the Biennium Work Plan costs from July 2023 to June 2025, with a 25% local cost share estimated to be \$60 million. These estimates are not intended to create a final financial limit on contributions of Participant but are presented merely to identify the categories of expenses contemplated by this MOC and the total Biennium Work Plan anticipated costs. That said, unless otherwise agreed to, Participant's costs will be limited to a maximum amount representing its allocated portion of the Budget, as identified in this paragraph, based upon the Project Tiered Cost Allocation mode. The Participant's contributions, along with contributions of other Participants, will be used to pay the Small Systems (as defined in the Series D Agreement) portion of the twenty five percent local share of the total Budget as well as any costs ineligible for state cost share, as depicted on Exhibit B, which is also included as an attachment to the Series D Small Systems Amendment. Participant's allocated contribution is capped at the amount identified herein, unless otherwise agreed to in writing.
2. Participant has conducted and continues to conduct a meaningful review of its anticipated future water needs and had the opportunity to consult with engineers and legal

professionals of its own choosing, including hiring its own independent and unbiased representatives to advise Participant regarding its anticipated future water needs and the legal obligations under this MOC, the Series D Agreement, the Series D Small Systems Amendment and the draft PPA. The water nomination provided by the Participant in this MOC represents the capacity the Participant intends to contract for upon completion of PPA negotiations given the information known at this time. To secure capacity in the Project and to better identify the financial commitments expected of all Parties through the Series D Agreement, the Series D Small Systems Amendment and PPA, Participant hereby identifies its future water needs from the Project at 0.50 cfs. Of this amount, Participant anticipates that its nomination would include 0.00 cfs annually for domestic needs and 0.50 cfs annually for industrial needs. Garrison Diversion will prepare the PPA financial obligations using this nomination. The Parties recognize that this nomination may vary somewhat after additional analysis prior to the PPA being signed, however it is the best estimate and intent of the Participant with information known today.

3. This MOC solely addresses and binds Participant's responsibility for its share of the costs associated with and limited to the specific categories identified in Exhibits A and B, through the later of (1) June 30, 2025 if budgeted funds are expended by that date, or (2) thereafter if the completion of the budgeted items extend beyond that date and so long as there are budgeted funds available to complete the items identified on the Biennium Work Plan.
4. Participant agrees that the funds it will pay per the Series D Small Systems Amendment are non-refundable in any and all cases including, without limitation, if the Project is discontinued or terminated or if Participant decides not to further participate in the Project. However, if Participant signs this MOC and ultimately chooses not to sign the PPA, the Participant has the ability to assign its nomination, rights and obligations under this MOC to another LAWA member capable of assuming the obligation with the written consent of Garrison Diversion and LAWA so long as the assignment is executed and provided to Garrison Diversion and LAWA by or before December 2, 2024.
5. Participant acknowledges there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project, including by way of illustration and not limitation, the following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA and/or the Garrison Diversion; (iv) different environmental risks than those previously identified; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approval or a Federal permit; (vii) the Federal Government's decision to support the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; and (ix) political interference at the local, state or Federal level. That said, any increase in the identified Budget costs would require approval of the Garrison Diversion Board, the LAWA Board, and the Participant.
6. This MOC may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 7. This MOC shall be governed by the laws of the State of North Dakota, without giving effect to its choice of laws principles. Venue of any proceedings shall be in the state courts located in Cass County, North Dakota.
- 8. Contingency: This MOC is valid and enforceable only if Garrison Diversion obtains similar memoranda from other Participants that represent nominations of at least 100 cfs in the aggregate. If Garrison Diversion is unable to secure agreements amounting to 100 cfs to share the costs of this MOC, this MOC is null and void and without further effect.
- 9. Electronic Signatures; Counterparts: This MOC may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, including but not limited to a signature delivered through a provider such as DocuSign®, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

WITNESS WHEREOF, the Parties hereto have executed this MOC as of the Effective Date.

**GARRISON DIVERSION CONSERVANCY DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LAKE AGASSIZ WATER AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_

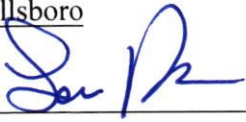
Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTICIPANT**

City of Hillsboro

By: 

Name: Heidi Reese

Title: President of the Commission

Date: 7-16-2021

## RRVWSP MEMORANDUM OF COMMITMENT

THIS RED RIVER VALLEY WATER SUPPLY PROJECT (“RRVWSP” or “Project”) MEMORANDUM OF COMMITMENT (this “MOC”), dated 7/11, 2024 (the “Effective Date”), by and between Mayville, a city (the “Participant” ), Lake Agassiz Water Authority (“LAWA”), a political subdivision of the state of North Dakota, and Garrison Diversion Conservancy District (“Garrison Diversion”), a political subdivision and instrumentality of the state of North Dakota (collectively the “Parties”), is a contingent acknowledgement of the Participant’s intent to financially participate in the RRVWSP. Additionally, through this MOC and a related Interim Financing Agreement Series D – Small System Amendment (“Series D Small Systems Amendment”), Participant agrees to provide funding for its proportionate share of the 2023-2025 RRVWSP Work Plan (attached as Exhibit A and referred to herein as the “Biennium Work Plan”) and associated Budget (attached as Exhibit B, as amended, and referred to herein as the “Budget”).

### Recitals

A. The RRVWSP is a forthcoming reliable, high quality supplemental water supply project for central and eastern North Dakota for various purposes, including domestic, rural water, municipal and industrial uses. The infrastructure making up the Project presently includes by way of illustration and not limitation an intake, biota water treatment plant, buried pipeline, pump stations, air release valves, discharge structure, and associated infrastructure used to transport a supplemental water supply from the Missouri River and/or the McClusky Canal, to the Participant and other LAWA stakeholders.

B. LAWA is assisting in the development of the RRVWSP. LAWA is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-39 of the North Dakota Century Code.

C. Garrison Diversion is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-24 of the North Dakota Century Code.

D. Participant is a city. The Participant along with each other municipality entering into a MOC and Series D Small Systems Amendment are together referred to herein as the “Participants.”

E. Participant acknowledges it intends to enter into a Project Participation Agreement (“PPA”) with Garrison Diversion, LAWA, and other Participants to pay for its share of the past, current and future design, construction, operation, and maintenance of the RRVWSP, and to nominate and reserve 0.50 cubic feet per second (cfs) of water from the RRVWSP. The PPA is a voluminous agreement, with significant appendices. The Parties are working through edits to the PPA and appendices, so Participant is not yet comfortable signing the PPA, however Participant acknowledges its intent to participate in the RRVWSP and sign the satisfactory final form of the PPA upon timely completion of the editing process.

F. It is imperative to the timely and cost-efficient development to now identify as accurately as possible which Participants will be part of the RRWSP and to identify accurately the PPA financial obligations for each of the RRWSP Participants.

G. Garrison Diversion received 75% cost-share funding from the North Dakota Department of Water Resources, with an obligation to fund the 25% local cost share. Garrison Diversion needs the Participants to cover their respective, prorated portion of the local cost share for the 2023-2025 biennium Budget expenses. To date, Garrison Diversion, LAWA, Fargo and Grand Forks have already entered into an agreement to fund 81% of the 25% local share of Garrison Diversion's 2023-2025 Work Plan. (See Exhibit C, Interim Financing Agreement Series D). In order to fund the remaining local share, Garrison Diversion, LAWA and all other Participants have agreed to enter into this MOC to set forth the Participants' commitment to execute the Series D Small System Amendment, whereby all Participants will pay their share of the 2023-2025 Work Plan. A draft Series D Small Systems Amendment is attached hereto as Exhibit D and will be executed by Participant, along with all other participating Small Systems, once all participating entities have executed MOCs. This MOC commits and binds Participant to pay its allocated portion of the Biennium Work Plan and Budget local costs pursuant to the Series D Agreement (as amended), its binding commitment to execute the Series D-Small Systems Amendment once all participating entities have executed MOCs, and sets forth its good faith intention to enter the final PPA once review and negotiations satisfactorily are complete.

#### Agreement

In consideration of the foregoing and the covenants and agreements set forth herein, the Parties agree as follows:

1. Participant has reviewed and understands the Biennium Work Plan (Exhibit A) and the Budget (Exhibit B), which identify Participant's allocated portion of the local cost share as \$135,045.99 in principal (the "Participant Portion"). Participant agrees to pay the Participant Portion plus financing costs as its portion of the Local Project costs of the Biennium Work Plan pursuant to the Series D Small Systems Amendment. The Budget is Garrison Diversion's best estimate of the Biennium Work Plan costs from July 2023 to June 2025, with a 25% local cost share estimated to be \$60 million. These estimates are not intended to create a final financial limit on contributions of Participant but are presented merely to identify the categories of expenses contemplated by this MOC and the total Biennium Work Plan anticipated costs. That said, unless otherwise agreed to, Participant's costs will be limited to a maximum amount representing its allocated portion of the Budget, as identified in this paragraph, based upon the Project Tiered Cost Allocation mode. The Participant's contributions, along with contributions of other Participants, will be used to pay the Small Systems (as defined in the Series D Agreement) portion of the twenty five percent local share of the total Budget as well as any costs ineligible for state cost share, as depicted on Exhibit B, which is also included as an attachment to the Series D Small Systems Amendment. Participant's allocated contribution is capped at the amount identified herein, unless otherwise agreed to in writing.
2. Participant has conducted and continues to conduct a meaningful review of its anticipated future water needs and had the opportunity to consult with engineers and legal



- professionals of its own choosing, including hiring its own independent and unbiased representatives to advise Participant regarding its anticipated future water needs and the legal obligations under this MOC, the Series D Agreement, the Series D Small Systems Amendment and the draft PPA. The water nomination provided by the Participant in this MOC represents the capacity the Participant intends to contract for upon completion of PPA negotiations given the information known at this time. To secure capacity in the Project and to better identify the financial commitments expected of all Parties through the Series D Agreement, the Series D Small Systems Amendment and PPA, Participant hereby identifies its future water needs from the Project at 0.50 cfs. Of this amount, Participant anticipates that its nomination would include 0.00 cfs annually for domestic needs and 0.50 cfs annually for industrial needs. Garrison Diversion will prepare the PPA financial obligations using this nomination. The Parties recognize that this nomination may vary somewhat after additional analysis prior to the PPA being signed, however it is the best estimate and intent of the Participant with information known today.
3. This MOC solely addresses and binds Participant's responsibility for its share of the costs associated with and limited to the specific categories identified in Exhibits A and B, through the later of (1) June 30, 2025 if budgeted funds are expended by that date, or (2) thereafter if the completion of the budgeted items extend beyond that date and so long as there are budgeted funds available to complete the items identified on the Biennium Work Plan.
  4. Participant agrees that the funds it will pay per the Series D Small Systems Amendment are non-refundable in any and all cases including, without limitation, if the Project is discontinued or terminated or if Participant decides not to further participate in the Project. However, if Participant signs this MOC and ultimately chooses not to sign the PPA, the Participant has the ability to assign its nomination, rights and obligations under this MOC to another LAWA member capable of assuming the obligation with the written consent of Garrison Diversion and LAWA so long as the assignment is executed and provided to Garrison Diversion and LAWA by or before December 2, 2024.
  5. Participant acknowledges there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project, including by way of illustration and not limitation, the following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA and/or the Garrison Diversion; (iv) different environmental risks than those previously identified; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approval or a Federal permit; (vii) the Federal Government's decision to support the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; and (ix) political interference at the local, state or Federal level. That said, any increase in the identified Budget costs would require approval of the Garrison Diversion Board, the LAWA Board, and the Participant.
  6. This MOC may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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WITNESS WHEREOF, the Parties hereto have executed this MOC as of the Effective Date.

**GARRISON DIVERSION CONSERVANCY DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LAKE AGASSIZ WATER AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTICIPANT**

City of Mayville

By: Cecil D Ostrom

Name: GAIL OISTAD

Title: Auditor

Date: 7/1/24

## RRVWSP MEMORANDUM OF COMMITMENT

THIS RED RIVER VALLEY WATER SUPPLY PROJECT (“RRVWSP” or “Project”) MEMORANDUM OF COMMITMENT (this “MOC”), dated December 6, 2024 (the “Effective Date”), by and between Valley City, a city (the “Participant” ), Lake Agassiz Water Authority (“LAWA”), a political subdivision of the state of North Dakota, and Garrison Diversion Conservancy District (“Garrison Diversion”), a political subdivision and instrumentality of the state of North Dakota (collectively the “Parties”), is a contingent acknowledgement of the Participant’s intent to financially participate in the RRVWSP. Additionally, through this MOC and a related Interim Financing Agreement Series D – Small System Amendment (“Series D Small Systems Amendment”), Participant agrees to provide funding for its proportionate share of the 2023-2025 RRVWSP Work Plan (attached as Exhibit A and referred to herein as the “Biennium Work Plan”) and associated Budget (attached as Exhibit B, as amended, and referred to herein as the “Budget”).

### Recitals

A. The RRVWSP is a forthcoming reliable, high quality supplemental water supply project for central and eastern North Dakota for various purposes, including domestic, rural water, municipal and industrial uses. The infrastructure making up the Project presently includes by way of illustration and not limitation an intake, biota water treatment plant, buried pipeline, pump stations, air release valves, discharge structure, and associated infrastructure used to transport a supplemental water supply from the Missouri River and/or the McClusky Canal to the Participant and other LAWA stakeholders.

B. LAWA is assisting in the development of the RRVWSP. LAWA is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-39 of the North Dakota Century Code.

C. Garrison Diversion is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-24 of the North Dakota Century Code.

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E. Participant acknowledges it intends to enter into a Project Participation Agreement (“PPA”) with Garrison Diversion, LAWA, and other Participants to pay for its share of the past, current and future design, construction, operation, and maintenance of the RRVWSP, and to nominate and reserve 2.00 cubic feet per second (cfs) of water from the RRVWSP. The PPA is a voluminous agreement, with significant appendices. The Parties are working through edits to the PPA and appendices, so Participant is not yet comfortable signing the PPA. Participant, however, acknowledges its intent to participate in the RRVWSP and sign the satisfactory final form of the PPA upon timely completion of the editing process.

F. It is imperative to the timely and cost-efficient development to now identify as accurately as possible which Participants will be part of the RRVWSP and to identify accurately the PPA financial obligations for each of the RRVWSP Participants.

G. Garrison Diversion received 75% cost-share funding from the North Dakota Department of Water Resources, with an obligation to fund the 25% local cost share. Garrison Diversion needs the Participants to cover their respective, prorated portion of the local cost share for the 2023-2025 biennium Budget expenses. To date, Garrison Diversion, LAWA, Fargo and Grand Forks have already entered into an agreement to fund 81% of the 25% local share of Garrison Diversion's 2023-2025 Work Plan. (See Exhibit C, Interim Financing Agreement Series D). In order to fund the remaining local share, Garrison Diversion, LAWA and all other Participants have agreed to enter into this MOC to set forth the Participants' commitment to execute the Series D Small System Amendment, whereby all Participants will pay their share of the 2023-2025 Work Plan. A draft Series D Small Systems Amendment is attached hereto as Exhibit D and will be executed by Participant, along with all other participating Small Systems, once all participating entities have executed MOCs. This MOC commits and binds Participant to pay its allocated portion of the Biennium Work Plan and Budget local costs pursuant to the Series D Agreement (as amended), its binding commitment to execute the Series D-Small Systems Amendment once all participating entities have executed MOCs, and sets forth its good faith intention to enter the final PPA once review and negotiations satisfactorily are complete.

### Agreement

In consideration of the foregoing and the covenants and agreements set forth herein, the Parties agree as follows:

1. Participant has reviewed and understands the Biennium Work Plan (Exhibit A) and the Budget (Exhibit B), which identify Participant's allocated portion of the local cost share as \$616,064.11 in principal (the "Participant Portion"). Participant agrees to pay the Participant Portion plus financing costs as its portion of the Local Project costs of the Biennium Work Plan pursuant to the Series D Small Systems Amendment. The Budget is Garrison Diversion's best estimate of the Biennium Work Plan costs from July 2023 to June 2025, with a 25% local cost share estimated to be \$60 million. These estimates are presented merely to identify the categories of expenses contemplated by this MOC and the total Biennium Work Plan anticipated costs. That said, unless otherwise agreed to, Participant's costs will be limited to a maximum amount representing its allocated portion of the Budget, as identified in this paragraph, based upon the Project Tiered Cost Allocation mode. The Participant's contributions, along with contributions of other Participants, will be used to pay the Small Systems (as defined in the Series D Agreement) portion of the twenty five percent local share of the total Budget as well as any costs ineligible for state cost share, as depicted on Exhibit B, which is also included as an attachment to the Series D Small Systems Amendment. Participant's allocated contribution is capped at the amount identified herein, unless otherwise agreed to in writing.
2. Participant has conducted and continues to conduct a meaningful review of its anticipated future water needs and has had the opportunity to consult with engineers and legal

professionals of its own choosing, including hiring its own independent and unbiased representatives to advise Participant regarding its anticipated future water needs and the legal obligations under this MOC, the Series D Agreement, the Series D Small Systems Amendment and the draft PPA. The water nomination provided by the Participant in this MOC represents the capacity the Participant intends to contract for upon completion of PPA negotiations given the information known at this time. To secure capacity in the Project and to better identify the financial commitments expected of all Parties through the Series D Agreement, the Series D Small Systems Amendment and PPA, Participant hereby identifies its future water needs from the Project at 2.00 cfs. Of this amount, Participant anticipates that its nomination would include 1.00 cfs annually for domestic needs and 1.00 cfs annually for industrial needs. Garrison Diversion will prepare the PPA financial obligations using this nomination. The Parties recognize that this nomination may vary somewhat after additional analysis prior to the PPA being signed; however, it is the best estimate and intent of the Participant with information known today.

3. This MOC solely addresses and binds Participant's responsibility for its share of the costs associated with and limited to the specific categories identified in Exhibits A and B, through the later of (1) June 30, 2025 if budgeted funds are expended by that date, or (2) thereafter if the completion of the budgeted items extend beyond that date and so long as there are budgeted funds available to complete the items identified on the Biennium Work Plan.
4. Participant agrees that the funds it will pay per the Series D Small Systems Amendment are non-refundable, except as outlined in the Series D Small Systems Amendment. However, if Participant signs this MOC and ultimately chooses not to sign the PPA, the Participant has the ability to assign its nomination, rights and obligations under this MOC to another LAWA member capable of assuming the obligation with the written consent of Garrison Diversion and LAWA so long as the assignment is executed and provided to Garrison Diversion and LAWA at least 30 days before the PPA is distributed for signature. If Participant signs the PPA and thereafter no longer desires to receive water from the Project, Participant may be eligible to have its nomination, and the associated financial commitment therefor, assumed by LAWA or another LAWA member entity. The assumption of Participant's nomination may include the reimbursement to Participant for principal amounts contributed by Participant for capital expenses of the Project to the point of assumption. Further details on the assumption of a nomination will be outlined in the PPA.
5. Participant acknowledges there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project, including by way of illustration and not limitation, the following:
  - (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA and/or the Garrison Diversion; (iv) different environmental risks than those previously identified; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approval or a Federal permit; (vii) the Federal Government's decision to support the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; and (ix) political interference at the local, state or Federal level. That said, any increase in the identified Budget costs would require approval of the Garrison Diversion Board, the LAWA Board, and the Participant.

6. This MOC may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
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WITNESS WHEREOF, the Parties hereto have executed this MOC as of the Effective Date.

*(Signature pages follow)*

---



*Signature Page for the Garrison Diversion Conservancy District*

The governing body of the Garrison Diversion Conservancy District approved this Memorandum of Commitment on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GARRISON DIVERSION CONSERVANCY  
DISTRICT, a governmental agency, body politic and  
corporate

By: \_\_\_\_\_  
Alan Walter, Chair

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for the Lake Agassiz Water Authority*

The governing body of the Lake Agassiz Water Authority approved this Memorandum of Commitment on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LAKE AGASSIZ WATER AUTHORITY, a  
governmental agency, body politic and corporate

By: \_\_\_\_\_  
Dr. Timothy Mahoney, Chair

ATTEST:

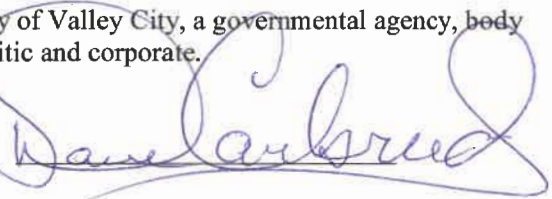
\_\_\_\_\_  
Secretary

*Signature Page for Valley City*


The governing body of the City of Valley City approved this Memorandum of Commitment on the 6 day of Dec, 2024.

City of Valley City, a governmental agency, body politic and corporate.

By:



ATTEST:



Secretary  
Deputy Auditor

**EXHIBIT A**

**Red River Valley Water Supply Project  
2023-2025 Work Plan**



## 2023 to 2025 Biennium Work Plan

(\$244.0 mil Total Funding: \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)

May 31, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	<b>Garrison Diversion Conservancy District Budget</b> Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.		GDCD				\$ 2.50	\$ 1.87	\$ 0.63			
	<b>Property, Easements, and Crop Damage Payments<sup>4</sup></b> Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners. Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.		RRVWSP				\$ 2.21	\$ 1.66	\$ 0.55			
2.				ENDAWS	\$ 0.49	\$ 0.37	\$ 0.12						
				ENDAWS Facilities	\$ 2.00	\$ 1.50	\$ 0.50						
3.	<b>Transmission Pipeline East Contract 5C</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Jul-23	Prof Svcs							\$ 5.64	\$ 4.23	\$ 1.41
				Nov-23	Const, 2026 Fin							\$ 76.67	\$ 57.50
4.	<b>Transmission Pipeline East Contract 5D</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.	Jul-23	Prof Svcs							\$ 5.47	\$ 4.10	\$ 1.37
				Oct-23	Const, 2026 Fin							\$ 61.68	\$ 46.26
5.	<b>RRV Transmission Pipeline Contract 6A</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.	Jul-23	Prof Svcs							\$ 5.47	\$ 4.10	\$ 1.37
				Oct-24	Const, 2027 Fin							\$ 45.00	\$ 33.75
6.	<b>ENDAWS Transmission Pipeline Contract 3</b> Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.	Aug-23	ENDAWS	\$ 3.06	\$ 2.30	\$ 0.76						



## 2023 to 2025 Biennium Work Plan

(\$244.0 mil Total Funding: \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)

May 31, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
7.	Transmission Pipeline East Contracts 4A and 4B	27± mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdfield at HBTs.	Feb-24	Prof Svcs				\$ 7.19	\$ 5.39	\$ 1.80			
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).												
8.	RRV Transmission Pipeline Contract 7	14± mi of 72" pipeline, including several 96" tunnels. Pipeline extends from the east end of Contract 6B to the outfall on the Sheyenne River southeast of Cooperstown.	Aug-23	Prof Svcs				\$ 2.93	\$ 2.20	\$ 0.73			
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).												
9.	McClusky Canal Intake and Pumping Station	Siting; passive intake screens, pumping station similar to MRI, and utility extension design can begin for new facility to be located near McClusky, ND.	Feb-24	Prof Svcs	\$ 0.76	\$ 0.57	\$ 0.19						
	Scope: Conceptual and preliminary design of an intake and pumping station at the McClusky Canal. Need: Preliminary designs are necessary so site acquisition can begin and final design can commence when land is secured.												
10.	Biota Water Treatment Plant and Main Pumping Station	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Feb-24	Prof Svcs	\$ 2.88	\$ 2.16	\$ 0.72						
	Scope: Conceptual and preliminary designs for a Biota WTP and Main Pumping Station, including hydraulic surge facility. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.												
11.	Hydraulic Break Tanks	Two 5 MG above-ground storage tanks and accessories, site piping and valves, monitoring, and utility extensions necessary for a new greenfield site.	Feb-24	Prof Svcs	\$ 0.38	\$ 0.28	\$ 0.10						
	Scope: Preliminary design of above-ground tanks and associated facilities at or near the continental divide. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.												
12.	PMIS Annual Licenses & Continued Maint/Upgrades	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of contractors/ subcontractors and workflow/report additions and modifications.	Feb-24	Vend & Prof Svcs				\$ 0.49	\$ 0.37	\$ 0.12			
	Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for voluminous amount of construction related documents.												
13.	Prg Mgmt to Support Larger Spend and Expanded Team	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Aug-23	Prof Svcs				\$ 0.66	\$ 0.50	\$ 0.16			
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion. Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.												



## 2023 to 2025 Biennium Work Plan

(\$244.0 mil Total Funding: \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)

May 31, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
14.	<b>Outreach, Png, and Design to Secure User Commitments</b> <i>Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.</i>	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Aug-23	Prof Srvs				\$ 1.70	\$ 1.28	\$ 0.42			
	<i>Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.</i>												
15.	<b>Operational Planning and Asset Management Phase 3</b> <i>Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes.</i>	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24	Prof Srvs				\$ 0.47	\$ 0.35	\$ 0.12			
	<i>Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.</i>												
16.	<b>Financial Planning Support</b> <i>Scope: Continue to refine the financial model and provide scenarios as required to support users and the program.</i>	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Aug-23	Prof Srvs				\$ 0.59	\$ 0.44	\$ 0.15			
	<i>Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.</i>												
17.	<b>Contingency</b> <i>Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.</i>	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	N/A	GDCD	\$ 1.08	\$ 0.81	\$ 0.27	\$ 2.18	\$ 1.64	\$ 0.54	\$ 11.72	\$ 8.79	\$ 2.93
	<i>Need: Address and pay for changes that are sure to occur.</i>												
<b>TOTAL PROGRAM BUDGET</b>					\$ 10.65	\$ 7.99	\$ 2.66	\$ 21.70	\$ 16.28	\$ 5.42	\$ 211.65	\$ 158.73	\$ 52.92

**Notes:**

1. Construction costs include management, engineering services during construction, inspection, field quality control, and construction.
2. Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.
3. Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are not shown.
4. Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damage, and field obstructions. Estimates include pipeline easements required for the ENDAWS east/west pipeline (none are secured at this point) and remaining easements from the Hydraulic Break Tanks to the Sheyenne River Outfall (25% remain mostly in Wells County).
5. Items appearing in blue bold are progressing with task orders and contracts issued to the engineering team and contractors, respectively. Items appearing in blue italics have been updated to reflect adjustments made for actual amounts contracted. Items shown in black text are pending.

**EXHIBIT B****Red River Valley Water Supply Project  
2023-2025 Budget and Participant's Allocated Cost**

<b>Participants</b>	<b>Series D Principal Allocation</b>
Fargo	\$ *40,048,873
Grand Forks	\$ *8,648,687
Garrison Diversion	-
Valley City	\$ 616,064
Remainder Small Systems	\$ *10,686,376
<b>Total</b>	<b>\$ 60,000,000</b>



**EXHIBIT C**

**Interim Financing Agreement Series D**

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**INTERIM FINANCING AGREEMENT  
SERIESD**

**BY AND BETWEEN  
GARRISON DIVERSION CONSERVANCY DISTRICT  
AND  
LAKE AGASSIZ WATER AUTHORITY  
AND  
CITY OF FARGO, NORTH DAKOTA  
AND  
CITY OF GRAND FORKS, NORTH DAKOTA**

**Dated as of November 1, 2023**

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## INTERIM FINANCING AGREEMENT SERIES D

**THIS INTERIM FINANCING AGREEMENT SERIES D** (the "Series D Agreement"), is entered this 1<sup>st</sup> day of November, 2023 (the "Effective Date"), by and between GARRISON DIVERSION CONSERVANCY DISTRICT, a governmental agency, body politic and corporate of the State of North Dakota ("Garrison Diversion"); LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate of the State of North Dakota ("LAWA"); CITY OF FARGO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota ("Fargo"); and CITY OF GRAND FORKS, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota ("Grand Forks"); individually, a "Party," and collectively, the "Parties."

**WHEREAS**, the State of North Dakota, acting through the legislature, created Garrison Diversion in order to, among other things, construct and operate the Garrison Diversion Unit (the "GDU") of the Missouri River basin project, and to develop municipal, rural and industrial water supplies, irrigation and recreation. The legislature also authorized Garrison Diversion to acquire, construct, improve and own the Red River Valley Water Supply Project (the "Project") and sell a bulk water supply to end users; and

**WHEREAS**, the State of North Dakota, acting through the legislature, created LAWA to, among other things, acquire, construct, improve, own, and utilize the Project, to store and distribute water to eastern and central North Dakota, and to provide for the supply and distribution of water to the people of eastern and central North Dakota through the bulk purchase of water from Garrison Diversion for beneficial and public uses; and

**WHEREAS**, the State of North Dakota, acting through the legislature, authorized LAWA to enter one or more contracts to acquire bulk water from Garrison Diversion; and

**WHEREAS**, Garrison Diversion intends to finance, construct, own and operate the Project, and thereafter to sell to LAWA, and LAWA intends to purchase from Garrison Diversion all or a portion of the water derived therefrom as determined in accordance with a Project Participation and Water Supply Agreement ("PPA", which is currently being negotiated), as well as this, prior and possibly more future interim financing agreements for design, planning, construction and operations before the PPA is entered into; and

**WHEREAS**, Garrison Diversion and LAWA agree to have Garrison Diversion finance, construct, own and operate a water supply and distribution system that will ultimately convey water from the Missouri River and/or the GDU System to LAWA, with initial construction governed by the terms set forth herein; and

**WHEREAS**, the Parties have not completed negotiations of the PPA and are still identifying which entities will ultimately participate in the Project. Garrison Diversion, LAWA, Fargo, and Grand Forks enter into this Series D Agreement subject to the Parties' obligations in certain previous Project financing agreements, including the Cooperation Agreement, the Interim Financing Agreement Series A, the Interim Financing Agreement Series B, and the Interim Financing Agreement Series C. Through this Series D Agreement, the Parties wish to continue with the construction contemplated in the 2023-2025 budget ("Project Costs," see Exhibit A) despite not having final agreements in place on the PPA; and

**WHEREAS**, Fargo and Grand Forks herein agree to pay a portion of the Local Project Costs based upon their proportion of water supply nominations for the RRVWSP. These payments are made by Fargo and Grand Forks on behalf of LAWA. Their respective payment obligations for Local Project Costs are identified on Exhibit B. LAWA or the remaining users who sign up for the Project besides Fargo and Grand Forks ("Small Systems"), will be obligated to pay the remaining Local Project Costs, except as otherwise provided by the Series D2 Financing; and

**WHEREAS**, Garrison Diversion and LAWA entered into a Cooperation Agreement, which governs their general relationship. The terms of the Cooperation Agreement are incorporated herein by reference as if the terms are stated herein, and they apply to Fargo and Grand Forks in the same manner they apply to LAWA. If the specific terms of this Series D Agreement are inconsistent with the Cooperation Agreement in any manner, the terms of this Series D Agreement govern; and

**NOW THEREFORE**, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, Garrison Diversion, LAWA, Fargo, and Grand Forks agree as follows:

## **ARTICLE I DEFINITIONS AND INTERPRETATION**

**Section 1.01** DEFINITIONS. All capitalized terms used, and not otherwise defined herein, shall have the meanings given to them in this Series D Agreement and as defined in the Cooperation Agreement unless a different meaning clearly applies from the context.

**"2021-2023 Biennium Credit Agreement"** means the Credit Agreement between Garrison Diversion Conservancy District, Lake Agassiz Water Authority, the City of Fargo, and the City of Grand Forks, dated April 1, 2022, relating to the Interim Financing Agreement Series C and the related local financing for the local share of the 2021-2023 Biennium Work as defined in the Interim Financing Agreement Series C.

**"CFS"** shall mean cubic feet per second.

**"Cooperation Agreement"** means an agreement entered into between Garrison Diversion and LAWA dated May 8, 2020, which governs their general relationship.

**"D1 Addendum"** means the Series D loan documents set forth in "Addendum Part D1."

**"D2 Addendum"** means the Series D loan documents set forth in "Addendum Part D2."

**"Debt Obligation"** means any loan, note, bond, credit facility, or other security instrument issued by a Party to this Series D Agreement to provide either temporary or permanent financing of the Project.

**"Interim Financing Agreement Series A"** means the Interim Financing Agreement, Series A, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

**"Interim Financing Agreement Series B"** means the Interim Financing Agreement, Series B, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

**"Interim Financing Agreement Series C"** means the Interim Financing Agreement, Series C, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated August 5, 2021.

**"Interim Financing Agreement Series D" or "Series D Agreement"** shall mean this Agreement.

**"Project" or "RRVWSP"** means the Red River Valley Water Supply Project.

**"Project Development Agreement"** means a RRVWSP Project Development Agreement executed between LAWA and a Small System.

**"PPA"** means a Project Partnership Agreement between Garrison Diversion Conservancy District, Lake Agassiz Water Authority, and the end users of the water supplied by the Red River Valley Water Supply Project.

**"State"** means the State of North Dakota.

**Section 1.02** INTERPRETATION.

(a) The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Series D Agreement. Any and all exhibits to this Series D Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person's permitted assigns, (iii) the words "herein," "hereof," and "hereunder," and words of similar import, shall be construed to refer to this Series D Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Series D Agreement, and (v) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including."

(b) This Series D Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Series D Agreement or some provision of it or because that Party relies on a provision of this Series D Agreement to protect itself. The Parties

acknowledge and agree that this Series D Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation, that each Party has been given the opportunity to independently review this Series D Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Series D Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Series D Agreement, this Series D Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

## ARTICLE II. CONSTRUCTION CONTEMPLATED

**Section 2.01** INTENT. Throughout this Series D Agreement, Garrison Diversion, subject to reimbursement from LAWA member entities, agrees to finance the local cost share to allow for the continued development of the 2023-2025 Biennium work plan items. The budget for the 2023-2025 Biennium work plan items is attached as Exhibit B, and the items to be financed through this Series D Agreement from the 2023-2025 Biennium are identified in detail in Exhibit A.

**Section 2.02** MEMBER ENTITY REPRESENTATIVE AND POINT OF CONTACT. As indicated in the Cooperation Agreement, LAWA will work collaboratively with Garrison Diversion in the planning, construction, and operation and maintenance for the Project. Additionally, LAWA and LAWA Members will continue to negotiate the PPA with Garrison Diversion that addresses capital repayment and operation and maintenance agreements on the full Project, as well as a water supply component outlining the agreement and terms on which LAWA and/or its member entities will purchase a bulk water supply from Garrison Diversion. Regardless of which member entities participate in this Series D Agreement, LAWA will be the point of contact for the users and will represent all LAWA member entities in discussion. Garrison Diversion will apprise LAWA of any LAWA user meetings on the Project and offer LAWA an opportunity to participate. A representative of LAWA will attend all such user meetings.

**Section 2.03** PROJECT GENERALLY. As indicated in the Cooperation Agreement and unless otherwise agreed between the Parties, Garrison Diversion shall finance, design, build, construct, own, maintain, and operate the features contemplated by this Series D Agreement. Garrison Diversion, in cooperation with LAWA as identified herein, may choose to use any legally authorized project delivery method to design, construct, own, maintain, and/or operate the construction features, as agreed under the terms of this, past, and future agreements.

**Section 2.04** CONTRACT INPUT. As indicated in the Cooperation Agreement, Garrison Diversion will present all draft contracts and consultant task orders to LAWA for review and seek input from LAWA on the terms of the agreements and financial considerations. The provisions governing Garrison Diversion and LAWA engagement provided in the Cooperation Agreement apply to this Series D Agreement and are not restated herein, including those provisions governing contracts, task orders, consultant communication, and decision-making.



**ARTICLE III.  
COST SHARE COMPONENTS**

**Section 3.01** COST SHARE FOR 2023-2025 BIENNIUM BUDGET. The North Dakota Legislature provided a grant for the Project during the 2023-2025 Biennium that authorized a budget of \$180 million in State funding, subject to a seventy-five percent (75%) cost share of eligible costs, with the remainder paid by local entities. Garrison Diversion will obtain LAWA's approval of task orders that will obligate local cost share payments under this Section. After obtaining LAWA's approval of task orders and construction contracts, Garrison Diversion will diligently pursue the work contemplated thereunder. Garrison Diversion will manage contracts and consultants. Garrison Diversion will initially pay all costs of the Project included in the 2023-2025 Biennium work plan that are eligible for the seventy-five percent (75%) cost share by obtaining reimbursement from the State. The Local Project Costs will consist of the local twenty-five percent (25%) cost share of reimbursable costs plus any non-reimbursable costs.

**Section 3.02** INITIAL COST RESPONSIBILITY. This Series D Agreement solely addresses the Parties' responsibilities for their share of the initial costs associated with and limited to the specific categories identified in Exhibit A through the later of (1) June 30, 2025, if budgeted funds are expended by that date, or (2) thereafter if the completion of the scope of work extends beyond that date and so long as there are budgeted funds available to complete the approved budget items.

**Section 3.03** GARRISON DIVERSION WILL OBTAIN LOAN FOR LOCAL PROJECT COST. As set forth herein, Garrison Diversion is responsible for initially financing the Local Project Costs and will do so by obtaining financing from the Bank of North Dakota (the "BND Loan"). The legislatively authorized repayment terms of the Bank of North Dakota financing will include a forty (40) year loan repayment term and two percent (2%) interest rate, with the financing being split into a Series D1 Financing and a Series D2 Financing as set forth in the subsequent section. Garrison Diversion is actively seeking a debt repayment schedule in consultation with Fargo and Grand Forks as further set forth in the referenced addendums. The final loan terms and repayment schedules for the Series D1 Financing and for the Series D2 Financing, once completed, will be identified in separate addendums to this Series D Agreement. The Parties understand and agree that Fargo and Grand Forks will repay their respective proportion of Garrison Diversion's cost of financing and debt service on the financing as part of their payment obligations to Garrison Diversion, which will be included in the referenced addendums.

**Section 3.04** ALLOTMENT OF BANK OF NORTH DAKOTA LOAN. Garrison Diversion will issue two obligations to evidence the financing from the Bank of North Dakota for the Local Project Costs (the "BND Loan Total"), as follows: (i) the first obligation will evidence up to 81.16% of the BND Loan Total (the "Series D1 Financing"), which will be allotted to Fargo and Grand Forks for their share of the Local Project Costs and will be secured by the pledge of legally available revenues by Fargo and Grand Forks to pay the entirety of the debt service and financing costs associated with the Series D1 Financing; and (ii) the second obligation will evidence up to 18.84% of the BND Loan Total (the "Series D2 Financing"), which will be allotted to all LAWA members besides Fargo and Grand Forks (the "Small Systems") for their share of the Local Project Costs and possibly to Fargo and Grand Forks depending upon a recalculation of the nominal commitments and secured by a pledge of legally available revenues by the Small Systems to pay the entirety of the debt service and financing costs associated with the Series D2 Financing; provided that Garrison Diversion will not issue the Series D2 Financing until it has met with all

Small Systems and has a definitive nomination commitment from those Small Systems whether or not each Small System will be participating in the Project. Garrison Diversion will recalculate the respective responsibility of Fargo and Grand Forks, if any, and of each Small System for repaying the Series D2 Financing prior to the issuance of the Series D2 Financing.

**Section 3.05 PAYMENT BY FARGO AND GRAND FORKS.** Fargo and Grand Forks will each reimburse Garrison Diversion for their proportion of Local Project Costs, subject to the maximums identified in Exhibit B, plus costs identified in Section 3.03; provided that Exhibit B shall be adjusted to increase the identified maximums for Fargo and Grand Forks if it is determined that Fargo and Grand Forks are responsible for a share of the Series D2 Financing as described herein. Once the loan payment schedule is established in the addendum for the Series D1 Financing, Fargo and Grand Forks will be responsible for 100% of the debt service payments for the Series D1 Financing as described below based on their proportionate share of each loan payment for the Series D1 Financing, to be paid at least ten (10) calendar days in advance of Garrison Diversion's loan payment due date. Fargo will make payment to Garrison Diversion amounting to 82.24% of each loan payment due for the Series D1 Financing from legally available revenues which are irrevocably pledged to payment thereof, and Grand Forks will make payments amounting to 17.76% of each loan payment due for the Series D1 Financing from legally available revenues which are irrevocably pledged to payment thereof. Fargo and Grand Forks will further be responsible for payment of their proportionate share of each loan payment for the Series D2 Financing, if any, to be paid at least ten (10) calendar days in advance of Garrison Diversion's loan payment due date if the recalculation prior to the Series D2 Financing issuance shows that Fargo and Grand Forks' percentage of Local Project Costs have increased. All payments made by Fargo and Grand Forks will be deemed to be made on behalf of LAWA and will extinguish Fargo and Grand Forks' contribution requirements for Local Project Costs on behalf of LAWA. Fargo and Grand Forks do not have the authority to seek reimbursement from the other LAWA member entities for the funds they pay pursuant to this Series D Agreement.

**Section 3.06 PAYMENT BY LAWA SMALL SYSTEMS.** The Small Systems will be responsible for each reimbursing Garrison Diversion for their proportion of Local Project Costs financed by the Series D2 Financing, subject to the overall maximum identified in Exhibit B, plus financing costs referenced in Section 3.03 (the "Small System Obligations"); provided that Exhibit B shall be adjusted to decrease the identified maximum for the Small Systems if it is determined that Fargo and Grand Forks are responsible for a share of the Series D2 Financing as described herein. Once Garrison Diversion has determined which Small Systems will participate in the Project and recalculated each Small System's proportionate share of debt service for the Series D2 Financing, it will provide an amortization schedule to each Small System and may issue the Series D2 Financing; provided that if it is determined that the Small Systems commitments and recalculated share of proportionate share of debt service is not sufficient to pay all of the debt service on the Series D2 Financing, Fargo and Grand Forks agree that such deficiency will be reallocated to Fargo and Grand Forks proportionate shares of the Local Project Costs. Each Small System will be responsible for payment of its proportionate share of each loan payment for the Series D2 Financing in the manner agreed upon by Garrison Diversion and the Small Systems, but at least ten (10) calendar days in advance of Garrison Diversion's loan payment due date. All payments made by Small Systems will be deemed to be made on behalf of LAWA and will extinguish the Small Systems' contribution requirements for Local Project Costs on behalf of LAWA.

**Section 3.07 REFUNDING.** Fargo and Grand Forks agree that the funds they pay pursuant to this Series D Agreement are non-refundable in any and all cases except in the event Garrison Diversion does not award a contract for the construction of the infrastructure described in Exhibit A. If no construction contract is issued or if the Project is delayed indefinitely, as determined by Garrison Diversion and LAWA, Garrison Diversion will return any remaining unused funds remitted to Fargo and Grand Forks.

**Section 3.08 PROJECT RISKS.** The Parties acknowledge and agree that there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project. This includes, by way of illustration and not limitation, the following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA, and/or the Garrison Diversion; (iv) environmental risks; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approvals, Federal permits, or additional Federal environmental review; (vii) the Federal Government's decision regarding any permitting or approvals required for the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; (ix) climate change and variability; and (x) political interference at the local, state, federal, or tribal level. That said, any increase in the identified budgeted costs would require approval of the LAWA Board and Garrison Diversion.

**Section 3.09 ASSIGNMENT.** This Series D Agreement (and any interest herein or hereunder) may not be assigned, transferred, pledged, hypothecated, or encumbered without the prior written consent of the other Parties.

#### **ARTICLE IV. FINANCING AND INVOICING**

**Section 4.01 FINANCING ADMINISTRATION.** Garrison Diversion will lead planning, design, construction, operation, and maintenance of the items that are subject to this Series D Agreement. Garrison Diversion will advance funds for the initial work, subject to reimbursement from the State and LAWA through Fargo, Grand Forks, and possibly other LAWA members that become obligated through future agreements. Fargo, Grand Forks, and other LAWA members will use whatever sources of funds available to them to make payments, with no expectation that they will issue Debt Obligations.

**Section 4.02 2021-2023 BIENNIUM CREDIT AGREEMENT.** The Parties agree that the financing arrangements set forth in the 2021-2023 Biennium Credit Agreement shall remain in full force and effect. The Parties intend that the 2021-2023 Biennium Credit Agreement and the financing arrangements set forth in this Agreement shall remain in effect until the Parties enter into a PPA or as otherwise agreed to in a future interim financing agreement. Provided, the 2021- 2023 Biennium Credit Agreement shall remain in full force and effect until terminated in accordance with Section 2.07 of the 2021-2023 Biennium Credit Agreement. The parties agree that Bank of North Dakota's rights as a third party beneficiary, as set forth in Section 3.01 of the 2021-2023 Biennium Credit Agreement, shall remain in full force and effect.

The parties further agree, acknowledge and covenant that the revenues pledged and remitted by the Parties to Garrison Diversion for debt service on the Series D1 Financing and Series D2 Financing will be irrevocably pledged for debt service on the BND Loan. As a result, the Parties agree and acknowledge that, at any time during which one or more of the Parties is in

breach or default of its respective obligations arising out of or related to this Series D Agreement, the Bank of North Dakota may enforce the terms and conditions of this Series D Agreement including, without limitation, by securing a court order directing the Party to perform its obligations under this Series D Agreement. In addition to the foregoing, the Bank of North Dakota shall have all other rights available to it at law or in equity, and all of the rights and remedies provided hereunder are deemed cumulative and not exclusive of any rights or remedies provided by law or otherwise available to the Bank of North Dakota.

**Section 4.03 SEPARATE PROJECT FUND.** Garrison Diversion has a Project Fund for the financial administration of the Project. The Project Fund is a separate fund used by Garrison Diversion only to pay costs and expenses that, under accepted accounting practices, constitute costs necessarily incurred to construct the Project, including but not limited to land, easements, buildings, structures, administration costs, office space, vehicle costs, and all other costs related to Project implementation, along with machinery and equipment, and the cost of all architectural, engineering, legal and other professional services, printing and publication, and other costs reasonable, necessary, and incidental thereto, including issuance costs as it relates to the work contemplated under this Series D Agreement.

**Section 4.04 INVOICES AND PAYMENT.** If any contractor invoices are due prior to the Bank of North Dakota loans being funded, Garrison Diversion will pay the contractor invoice and remit the same to Fargo and Grand Forks for payment of their respective share of each invoice; provided that if Garrison Diversion does not have sufficient funds on hand to pay such invoices, the parties agree to cooperate and contribute funds to Garrison Diversion to make such payments subject to reimbursement by Garrison Diversion to the parties out of proceeds of the Bank of North Dakota loans based on amounts contributed. The amount included in invoices will not exceed the respective maximum amounts included on Exhibit B. Subject to any dispute by Fargo or Grand Forks, each will remit payment on an invoice for any undisputed balance within thirty (30) calendar days after receiving an invoice.

**Section 4.05 DISPUTE.** If Fargo or Grand Forks disputes any portion of a Garrison Diversion invoice, any undisputed portion of the invoice must be paid within thirty (30) calendar days of the receipt of invoice. For any portion of an invoice in dispute, the disputing party must provide an explanation in writing regarding the specific basis of the dispute. Garrison Diversion will review the explanation and provide a written response within thirty (30) calendar days of the receipt of the disputing party's explanation. If the Parties' staff members are unable to help the Parties reach consensus, representatives of each Party will follow the dispute resolution process outlined in the Cooperation Agreement.

## **ARTICLE V. OPERATIONS AND MAINTENANCE**

**Section 5.01 GENERALLY.** While the PPA will govern the responsibility for operation and maintenance (O&M) of the Project when the PPA is executed, this Series D Agreement addresses any interim O&M needs that arise relating to the projects constructed pursuant to this Series D Agreement. Garrison Diversion will be responsible for conducting all operation and maintenance required for any portion of the Project constructed prior to the PPA effective date and through the term of this Series D Agreement. The O&M expenses will be presented in an annual work plan and budget, brought to LAWA as provided in the Cooperation Agreement. LAWA may

choose to task the Technical Advisory Committee to review the O&M Plan and annual work plan. The annual O&M costs will be invoiced to LAWA as part of the monthly payments after the infrastructure on Exhibit A is completed. The Parties will enter future interim financing agreements setting forth the structure of these monthly payments.

**Section 5.02 DISPUTES.** If there is a dispute between any Parties regarding deferred maintenance or the need for changes to operation, maintenance or repairs, the provisions of the Cooperation Agreement at Section 3.05 will govern the resolution of the dispute.

**Section 5.03 O&M PLAN AND MANUAL.** At least six (6) months prior to the first Project Element Service Commencement Date, Garrison Diversion and LAWA shall collaborate to draft a plan and manual for operations and maintenance of the particular items constructed pursuant to this Series D Agreement ("Plan and Manual"). The Technical Advisory Committee will be consulted and provide input on this Plan and Manual. The Plan and Manual will continue to be supplemented as new Project infrastructure comes online. Once a draft Plan and Manual is completed, Garrison Diversion and LAWA will submit the draft Plan and Manual to Garrison Diversion and LAWA for approval using the decision-making protocol in Section 3.05 of the Cooperation Agreement to obtain approval of the Plan and Manual.

## **ARTICLE VI. INSURANCE AND LIABILITY**

**Section 6.01 PARTIES' INSURANCE.** Garrison Diversion is working with AON as an insurance consultant, who is providing advice on the insurance limitations to be included in each RRWSP construction contract. Garrison Diversion will require reasonable insurance limits for all contractors working on the infrastructure described herein. Garrison Diversion will also insure the herein described infrastructure, with the insurance costs classified as an O&M expense to the Project. In addition, all Parties will maintain their own adequate political subdivision liability insurance coverage, as well as coverage for officers and directors.

**Section 6.02 INSURANCE CONSULTANT RECOMMENDATION.** Once the insurance consultant recommends coverages and limits, Garrison Diversion and LAWA will approve the construction documents that include coverage limits for the infrastructure herein described, which will be charged as an expense both during and after construction.

**Section 6.03 LIABILITY.** The funding provided through this Series D Agreement does not create any liability for LAWA, Fargo or Grand Forks as an owner of the Project. LAWA, Fargo and Grand Forks will be named as additional insureds on the construction contracts that are funded by this Series D Agreement.

## **ARTICLE VII. TERMINATION AND STAY**

**Section 7.01 TERM.** Subject to the D1 Addendum and the D2 Addendum, this Series D Agreement will be valid through June 30, 2025, or until the funds authorized and approved hereunder are spent on the identified construction expenses, whichever occurs later; provided that any and all payments due and owing by Fargo, Grand Forks and the Small Systems at the time of termination of this Series D Agreement, which have not been reallocated pursuant to the PPA and

any associated long-term financing documents, must be fully paid before Fargo, Grand Forks, and the Small System's responsibilities to make payments hereunder will terminate.

**Section 7.02 TERMINATION BY MUTUAL AGREEMENT.** The Parties may mutually agree, in writing, to terminate this Series D Agreement. Any and all payments due and owing by Fargo and Grand Forks at the time of termination of this Series D Agreement must be fully paid before Fargo's and Grand Forks' responsibility to make payments hereunder will terminate. The Small Systems will remain responsible for its portion of the Series D2 Financing incurred by Garrison Diversion and paid or due and owing to the Bank of North Dakota.

**Section 7.03 COST SHARE THRESHOLD.** The Cost Share Threshold termination provision of the Cooperation Agreement does not apply to this Series D Agreement.

### **ARTICLE VIII. MISCELLANEOUS**

**Section 8.01 ENTIRE AGREEMENT.** This Series D Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof, and this Series D Agreement supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to the subject matter of this Series D Agreement. This Series D Agreement incorporates all provisions of the Cooperation Agreement between LAWA and Garrison Diversion, as if all provisions were included herein unless a contrary provision is included herein.

**Section 8.02 NOTICE.** All notices under this Series D Agreement will be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:

If to Garrison Diversion:           General Manager  
Garrison Diversion Conservancy District Headquarters  
PO Box 140  
Carrington, ND 58421

If to LAWA:                           LAWA Board Chair  
Lake Agassiz Water Authority  
PO Box 140  
Carrington, ND 58421

If to Fargo:                           City Administrator  
Fargo City Hall  
225 4<sup>th</sup> St. N  
Fargo, ND 58102

If to Grand Forks:               City Administrator  
Grand Forks City Hall  
255 N 4<sup>th</sup> St.

Grand Forks, ND 58203

**Section 8.03 GOVERNING LAW.** This Series D Agreement shall be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Series D Agreement shall be venued **in** Cass County in the State of North Dakota, and the Parties waive any objection to personal jurisdiction.

**Section 8.04 SEVERABILITY.** Each provision, section, sentence, clause, phrase, and word of this Series D Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Series D Agreement.

**Section 8.05 MODIFICATIONS.** Any modifications or amendments to this Series D Agreement must be in writing and signed by all Parties to this Series D Agreement.

**Section 8.06 BINDING EFFECT.** This Series D Agreement shall be for the benefit of, and may be enforced only by, the Parties and is not for the benefit of, and may not be enforced by any third party.

**Section 8.07 REPRESENTATION.** The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Series D Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

**Section 8.08 HEADINGS.** Headings in this Series D Agreement are for convenience only and will not be used to interpret or construe its provisions.

**Section 8.09 REPRESENTATION OF AUTHORITY.** Each Party signing this Series D Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Series D Agreement and that the Series D Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**Section 8.10 FORCE MAIEURE.** A Party shall not be held responsible for any delay or failure in performance of any part of this Series D Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected Party will notify the other Parties in writing within ten (10) calendar days after the beginning of any such cause that would affect its performance. Notwithstanding, if a Party's performance is delayed for a period exceeding thirty (30) calendar days from the date the other Parties receive notice under this section, the non-affected Parties will have the right, without any liability to the other Parties, to terminate this Series D Agreement. Ongoing litigation and any construction injunction do not qualify as force majeure events.

**Section 8.11 COUNTERPARTS; ELECTRONIC SIGNATURES.** This Series D Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature

is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

**IN WITNESS WHEREOF**, Garrison Diversion, LAWA, Fargo, and Grand Forks caused this Series D Agreement to be executed.

*(Remainder of page intentionally left blank.)*




*Signature Page for the Garrison Diversion Conservancy District*

The governing body of the Garrison Diversion Conservancy District approved this Series D Agreement on the 14 day of September, 2023.

GARRISON DIVERSION  
CONSERVANCY DISTRICT, a  
governmental agency, body politic and  
corporate

By:   
Alan Walter, Chair

ATTEST:

  
Secretary


*Signature Page for the Lake Agassiz Water Authority*

The governing body of the Lake Agassiz Water Authority approved this Series D Agreement on the 13th day of July, 2023.

LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate

By:   
Dr. Timothy Mahoney, Chair

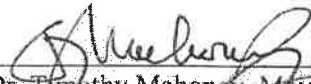
ATTEST:

  
\_\_\_\_\_  
Duane DeKrey, Secretary

*Signature Page for the City of Fargo*

The governing body of the City of Fargo approved this Series D Agreement on the 24 day of July, 2023.

City of Fargo, a governmental agency, body politic and corporate

By:   
Dr. Timothy Mahoney, Mayor

ATTEST:

  
Secretary

***Signature Page for the City of Grand Forks***

The governing body of the City of Grand Forks approved this Series D Agreement on the 17th day of July, 2023.

City of Grand Forks, a governmental agency, body politic and corporate

By: DocuSigned by:  
Brandon Bochenski  
2314C9B7520043E  
Brandon Bochenski, Mayor

ATTEST:

DocuSigned by:  
Maureen Stortad  
DB341F6882B4423...  
Maureen Stortad, Finance Director

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2023 to 2025 Biennium Work Plan (\$244.0 mil Total Funding: \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)															
June 21, 2023															
No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Biennium ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,R</sup>			2025-27 Biennium Project Cost	Future Biennium Project Cost
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%		
1.	<b>Garrison Diversion Conservancy District Budget</b> Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.		GDCD				\$ 2.50	\$ 1.87	\$ 0.63					
2.	<b>Property, Easements, and Crop Damage Payments</b> Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners. Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.		RRVWSP ENDAWS ENDAWS Facilities Crop Dmg	\$ 0.49 \$ 2.00	\$ 0.37 \$ 1.50	\$ 0.12 \$ 0.50	\$ 2.21 \$ 0.78	\$ 1.66 \$ 0.58	\$ 0.55 \$ 0.20					
3.	<b>Transmission Pipeline East Contract 5C</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8.1 mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Jul-23 Aug-23	Prof Svcs Const. 2026 Fin							\$ 5.36 \$ 59.00	\$ 4.02 \$ 44.25	\$ 1.34 \$ 14.75		
4.	<b>Transmission Pipeline East Contract 5D</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	10.1 miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.	Jul-23 Aug-23	Prof Svcs Const. 2026 Fin							\$ 5.85 \$ 64.60	\$ 4.39 \$ 48.45	\$ 1.46 \$ 16.15		
5.	<b>RRV Transmission Pipeline Contract 6A</b> Scope: Pipeline installation. Including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	9.1 mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point south of Glenfield.	Jul-23 Sep-23	Prof Svcs Const. 2026 Fin							\$ 5.31 \$ 58.45	\$ 3.98 \$ 43.84	\$ 1.33 \$ 14.61	\$ 1.8 \$ 22.0	
6.	<b>ENDAWS Transmission Pipeline Contract 3</b> Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.	11.1 mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.	Jul-23	ENDAWS	\$ 3.06	\$ 2.30	\$ 0.76							\$ 90	\$ 169
7.	<b>Transmission Pipeline East Contracts 4A and 4B</b> Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).	2.74 mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdfield at HBTs.	Oct-23	Prof Svcs				\$ 8.30	\$ 6.23	\$ 2.07				\$ 202	

EXHIBIT A  
 2023-2025 Biennium Budget Features

A-1

  															
<b>2023 to 2025 Biennium Work Plan</b> (\$244.0 mil Total Funding; \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)															
June 21, 2023															
No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>			2025-27 Bien Project Cost	Future Bien Project Cost
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%		
8.	<b>RRV Transmission Pipeline Contract 7</b> Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).	14± mi of 72" pipeline, including several 96" tunnels. Pipeline extends from the east end of Contract 6B to the outfall on the Sheyenne River southeast of Cooperstown.	Jul-23	Prof Svcs				\$ 2.93	\$ 2.20	\$ 0.73				\$ 105	
9.	<b>McClusky Canal Intake and Pumping Station</b> Scope: Conceptual and preliminary design of an intake and pumping station at the McClusky Canal. Need: Preliminary designs are necessary so site acquisition can begin and final design can commence when land is secured.	Siting; passive intake screens, pumping station similar to MRI, and utility extension design can begin for new facility to be located near McClusky, ND.	Oct-23	Prof Svcs	\$ 0.80	\$ 0.60	\$ 0.20								\$ 49
10.	<b>Biota Water Treatment Plant and Main Pumping Station</b> Scope: Conceptual and preliminary designs for a Biota WTP and Main Pumping Station, including hydraulic surge facility. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Oct-23	Prof Svcs	\$ 3.20	\$ 2.40	\$ 0.80								\$ 189
11.	<b>Hydraulic Break Tanks</b> Scope: Preliminary design of above-ground tanks and associated facilities at or near the continental divide. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.	Two 5 MG above-ground storage tanks and accessories, site piping and valves, monitoring, and utility extensions necessary for a new greenfield site.	Oct-23	Prof Svcs	\$ 0.50	\$ 0.37	\$ 0.13								\$ 31
12.	<b>PMIS Annual Licenses &amp; Continued Maint/Upgrades</b> Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for voluminous amount of construction related documents.	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of contractors/subcontractors and workflow/report additions and modifications.	Oct-23	Vend & Prof Svcs				\$ 0.50	\$ 0.38	\$ 0.12					
13.	<b>Prg Mgmt to Support Larger Spend and Expanded Team</b> Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion. Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Jul-23	Prof Svcs				\$ 0.66	\$ 0.50	\$ 0.16					
14.	<b>Outreach, Plng, and Design to Secure User Commitments</b> Scope: User briefings and necessary support, including conceptual designs, to secure project commitments. Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Jul-23	Prof Svcs				\$ 1.70	\$ 1.28	\$ 0.42					

A-2

  															
2023 to 2025 Biennium Work Plan (\$244.0 mil Total Funding: \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)															
June 21, 2023															
No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>			2025-27 Bien Project Cost	Future Bien Project Cost
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%		
15.	<b>Operational Planning and Asset Management Phase 3</b> Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Jan-24	Prof Svcs				\$ 0.50	\$ 0.38	\$ 0.12					
16.	<b>Financial Planning Support</b> Scope: Continue to refine the financial model and provide scenarios as required to support users and the program. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Jul-23	Prof Svcs				\$ 0.59	\$ 0.44	\$ 0.15					
17.	<b>Contingency</b> Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs. Need: Address and pay for changes that are sure to occur.	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	N/A	GDCD	\$ 0.60	\$ 0.45	\$ 0.15	\$ 1.03	\$ 0.77	\$ 0.25	\$ 13.08	\$ 9.81	\$ 3.27		
<b>TOTAL PROGRAM BUDGET</b>					\$ 10.65	\$ 7.99	\$ 2.66	\$ 21.70	\$ 16.29	\$ 5.40	\$ 211.65	\$ 158.74	\$ 52.91	\$ 421	\$ 438
<b>Notes:</b> 1. Construction costs include management, engineering services during construction, inspection, field quality control, and construction. 2. Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium. 3. Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are <u>not</u> shown. 4. Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damage, and field obstructions. Estimates include pipeline easements required for the ENDAWS east/west pipeline (none are secured at this point) and remaining easements from the Hydraulic Break Tanks to the Sheyenne River Outfall (25% remain mostly in Wells County).															

A-3

**EXHIBIT B****Local Project Cost Distribution**

Legislatively Approved State Grant: \$180 million

Local Cost Share Required: \$60 million

Local Cost Responsibility:

<b>Participants</b>	<b>Series D Total Principal Allocation</b>
Fargo	\$ *40,048,873
Grand Forks	\$ *8,648,687
Garrison Diversion	-
Valley City	\$ 616,064
Remainder Small Systems	\$ *10,686,376
<b>Total</b>	<b>\$ 60,000,000</b>

\*subject to adjustment as provided in Sections 3.05 and 3.06.



**EXHIBIT D**

**Interim Financing Agreement Series D Small Systems Amendment**

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**INTERIM FINANCING AGREEMENT SERIES D  
SMALL SYSTEMS AMENDMENT**

**BY AND BETWEEN  
GARRISON DIVERSION CONSERVANCY DISTRICT  
AND  
LAKE AGASSIZ WATER AUTHORITY  
AND  
CITY OF CARRINGTON, NORTH DAKOTA  
AND  
CITY OF COOPERSTOWN, NORTH DAKOTA  
AND  
CITY OF FARGO, NORTH DAKOTA  
AND  
CITY OF GRAND FORKS, NORTH DAKOTA  
AND  
CITY OF HILLSBORO, NORTH DAKOTA  
AND  
CITY OF MAYVILLE, NORTH DAKOTA  
AND  
AND CITY OF VALLEY CITY, NORTH DAKOTA**

**Dated as of \_\_\_\_, 2024**

## INTERIM FINANCING AGREEMENT SERIES D – SMALL SYSTEMS AMENDMENT

**THIS INTERIM FINANCING AGREEMENT SERIES D – SMALL SYSTEMS AMENDMENT** (the “Small Systems Amendment”), is entered this 6 day of December, 2024 (the “Effective Date”), by and between GARRISON DIVERSION CONSERVANCY DISTRICT, a governmental agency, body politic and corporate of the State of North Dakota (“Garrison Diversion”); LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate of the State of North Dakota (“LAWA”); CITY OF CARRINGTON, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Carrington”); CITY OF COOPERSTOWN, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Cooperstown”); CITY OF FARGO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Fargo”); CITY OF GRAND FORKS, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Grand Forks”); CITY OF HILLSBORO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Hillsboro”); CITY OF MAYVILLE, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Mayville”); CITY OF VALLEY CITY, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Valley City”) (collectively, “D2 Participants”). This Small Systems Amendment adds Parties to the Interim Financing Agreement Series D, dated November 1, 2023 (“Series D Agreement”), and obligates D2 Participants to share in the funding of the 2023-2025 RRWSP Work Plan. Unless otherwise amended or referenced herein, all terms and conditions of the Series D Agreement remain valid and in full effect.

1. The initial Series D Participants entered into the Series D Agreement on November 1, 2023, which is an agreement to finance 81.16% of the 25% local cost share of Garrison Diversion 2023-2025 Biennium Work Plan. The initial Series D Participants agreed to obtain financing for the local share of the Work Plan in two tranches, with the first financing only obligating Fargo and Grand Forks through the Series D1 Financing. A second round of debt financing for the remaining 18.84% of the Local Project Costs was to be separately issued as a “Series D2 Financing” once the D2 Participants were identified. This Small Systems Amendment requires the undersigned D2 Participants to finance the remaining 18.84% of the 25% Local Project Costs, granting to each the rights and obligations pursuant thereto, as if they had all originally signed the Series D Agreement.
2. This Small Systems Amendment identifies all D2 Participants’ respective nominations for a water supply. Through signatures on this Small Systems Amendment and a previously or contemporaneously executed Memorandum of Commitment, each D2 Participant nominates the water supply identified on Attachment 1, which is hereby added as Exhibit C to the Series D Agreement.
3. The undersigned agrees to pay their respective portions of the Local Project Costs in the amounts identified in Attachment 2, pursuant to and in the manner described in Paragraph 3.06 of the Series D Agreement and from legally available revenues that are irrevocably pledged to payment thereof. The undersigned will execute debt instruments for their respective financial obligations for the Series D2 Financing, up to the amounts identified in Attachment 2, plus financing costs. These payments are made on behalf of LAWA. Attachment 2 includes an Amended Exhibit B, which replaces the Series D Agreement Exhibit B.

4. Once this Small Systems Amendment is fully executed by each of the D2 Participants, Garrison Diversion may proceed to issue the Series D2 Financing.
5. The undersigned agree that the funds they pay pursuant to this Small Systems Amendment and Series D2 Financing are non-refundable in any and all cases except in the event Garrison Diversion does not award a contract for the construction of the intended infrastructure. If no construction contract is issued or if the Project is delayed indefinitely, as determined in good faith by Garrison Diversion and LAWA after consultation with and input from the D2 Participants, Garrison Diversion will return any remaining unused funds to each Series D Agreement and Small Systems Amendment signor, in relative proportion to the total payment made by each in support of the Series D Agreement, as amended.
6. Series D Agreement Section 3.09 is replaced with the following language:

**SECTION 3.09 ASSIGNMENT.** Each Project Participant’s nominations and financial obligations under the Series D Agreement and the Small Systems Amendment may be assigned or transferred to another LAWA member capable of assuming the duties on any financial or other terms it considers appropriate with the prior written consent of Garrison Diversion and LAWA. No Project Participant may otherwise pledge, hypothecate, or encumber its interests in the Series D Agreement or the Small Systems Amendment without the prior written consent of Garrison Diversion and LAWA. The written approval required of Garrison Diversion and LAWA pursuant to this Section will not be unreasonably withheld.

7. The Parties specifically intend that the D2 Participants have the same rights and responsibilities as Fargo and Grand Forks in the Series D Agreement Sections 4.04, 4.05, 6.03 and 8.05. Each Party hereto is bound to all terms of the Series D Agreement and incorporates any required representations as if it were an original signer of the Series D Agreement.
8. In addition to the addresses identified in Series D Agreement Section 8.02, any notices required to be sent to the undersigned D2 Participants should be sent to the following:

If to Carrington:                   Attn: City Auditor  
  103 10th Ave N  
  P O Box 501  
  Carrington, ND 58421

If to Cooperstown:                Attn: City Auditor  
  611 9th St NE  
  PO Box 712  
  Cooperstown, ND 58425

If to Hillsboro:                    Attn: City Auditor  
  9 South Main Street  
  P.O. Box 400  
  Hillsboro, ND 58045

If to Mayville:                   Attn: City Auditor  
21 1st St NE  
Mayville, ND 58257

If to Valley City:                Attn: City Auditor  
254 2nd Avenue NE  
Valley City, ND 58072

9. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Small System Amendment, and agree they have not been influenced by any representations or statements made by any other Parties.
10. The undersigned confirms it has the legal right and ability to enter into this Small Systems Amendment and the Series D Agreement.
11. This Small Systems Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

**IN WITNESS WHEREOF**, Garrison Diversion, LAWA, Carrington, Cooperstown, Fargo, Grand Forks, Mayville, Hillsboro, and Valley City caused this Series D Agreement – Small Systems Amendment to be executed.

*(Remainder of page intentionally left blank.)*

*Signature Page for the Garrison Diversion Conservancy District*

The governing body of the Garrison Diversion Conservancy District approved this Series D Agreement- Small Systems Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GARRISON DIVERSION  
CONSERVANCY DISTRICT, a  
governmental agency, body politic and  
corporate

By: \_\_\_\_\_  
Alan Walter, Chair

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for the Lake Agassiz Water Authority*

The governing body of the Lake Agassiz Water Authority approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate

By: \_\_\_\_\_  
Dr. Timothy Mahoney, Chair

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for Carrington*

The governing body of the City of Carrington approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Carrington, a governmental agency,  
body politic and corporate.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary



*Signature Page for Cooperstown*

The governing body of the City of Cooperstown approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Cooperstown, a governmental agency, body politic and corporate.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for the City of Fargo*

The governing body of the City of Fargo approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City of Fargo, a governmental agency, body politic and corporate

By: \_\_\_\_\_  
Dr. Timothy Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for the City of Grand Forks*

The governing body of the City of Grand Forks approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City of Grand Forks, a governmental agency, body politic and corporate

By: \_\_\_\_\_  
Brandon Bochenski, Mayor

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for Hillsboro*

The governing body of the City of Hillsboro approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Hillsboro, a governmental agency,  
body politic and corporate.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for Mayville*

The governing body of the City of Mayville approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Mayville, a governmental agency,  
body politic and corporate.

By: \_\_\_\_\_

ATTEST:

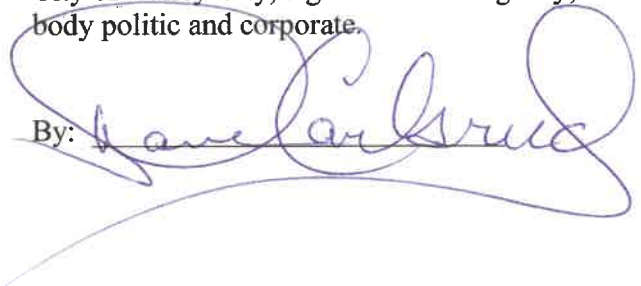
\_\_\_\_\_  
Secretary

*Signature Page for Valley City*

The governing body of the City of Valley City approved this Series D Agreement – Small Systems Amendment on the 6 day of Dec, 2024.

City of Valley City, a governmental agency,  
body politic and corporate.

By:

A large, stylized handwritten signature in blue ink, appearing to read "Lane Carlsson". The signature is written over a horizontal line and extends significantly above and below it.

ATTEST:

A handwritten signature in blue ink, appearing to read "Brady". The signature is written over a horizontal line.

~~Secretary~~

Deputy Auditor

## Attachment 1 – New Exhibit C

## EXHIBIT C

## RRVWSP Nominations

Series D2 Participant	Domestic Nomination	Industrial Nomination	Total Nomination
Carrington / Carrington JDA	0.00 cfs	0.50 cfs	0.50 cfs
Cooperstown	0.00 cfs	0.20 cfs	0.20 cfs
Hillsboro	0.00 cfs	0.50 cfs	0.50 cfs
Mayville	0.00 cfs	0.50 cfs	0.50 cfs
Valley City	1.00 cfs	1.00 cfs	2.00 cfs
Grand Forks / East Grand Forks	13.80 cfs	14.30 cfs	28.10 cfs
Fargo / West Fargo / Cass Rural	66.30 cfs	17.40 cfs	83.70 cfs
<b>Total</b>	<b>81.10 cfs</b>	<b>34.40 cfs</b>	<b>115.50 cfs</b>

**Attachment 2 – Amended Exhibit B**

**EXHIBIT B**

**Local Project Participant Cost Distribution**

Legislatively Approved State Grant: \$180 million

Local Cost Share Required: \$60 million

Local Cost Responsibility for Series D Small Systems Amendment – D2 Financing:

<b>Series D2 Participants</b>	<b>Series D Small Systems Allocation Percentage*</b>	<b>Series D2 Principal</b>
Carrington / Carrington JDA	0.8050%	\$ 90,979
Cooperstown	0.5183%	\$ 58,582
Hillsboro	1.1948%	\$ 135,046
Mayville	1.1948%	\$ 135,046
Valley City	5.4507%	\$ 616,064
Grand Forks / East Grand Forks	16.1325%	\$ 1,823,370
Fargo / West Fargo / Cass Rural	74.7038%	\$ 8,443,353
<b>Total</b>	<b>100.00%</b>	<b>\$ 11,302,440.00</b>

Local Cost Responsibility in initial Interim Financing Agreement Series D:

Fargo \$40,048,873

Grand Forks \$8,648,687



## RRVWSP MEMORANDUM OF COMMITMENT

THIS RED RIVER VALLEY WATER SUPPLY PROJECT (“RRVWSP” or “Project”) MEMORANDUM OF COMMITMENT (this “MOC”), dated \_\_\_\_\_, 2024 (the “Effective Date”), by and between Fargo, a city (the “Participant” ), Lake Agassiz Water Authority (“LAWA”), a political subdivision of the state of North Dakota, and Garrison Diversion Conservancy District (“Garrison Diversion”), a political subdivision and instrumentality of the state of North Dakota (collectively the “Parties”), is a contingent acknowledgement of the Participant’s intent to financially participate in the RRVWSP. Additionally, through this MOC and a related Interim Financing Agreement Series D – Small System Amendment (“Series D Small Systems Amendment”), Participant agrees to provide funding for a portion of the 2023-2025 RRVWSP Work Plan (attached as Exhibit A and referred to herein as the “Biennium Work Plan”) and pay its identified share of the associated Budget (attached as Exhibit B, as amended, and referred to herein as the “Budget”).

### Recitals

A. The RRVWSP is a forthcoming reliable, high quality supplemental water supply project for central and eastern North Dakota for various purposes, including domestic, rural water, municipal and industrial uses. The infrastructure making up the Project presently includes by way of illustration and not limitation an intake, biota water treatment plant, buried pipeline, pump stations, air release valves, discharge structure, and associated infrastructure used to transport a supplemental water supply from the Missouri River and/or the McClusky Canal, to the Participant and other LAWA stakeholders.

B. LAWA is assisting in the development of the RRVWSP. LAWA is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-39 of the North Dakota Century Code.

C. Garrison Diversion is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-24 of the North Dakota Century Code.

D. Participant is a city. The Participant along with each other political subdivision entering into a MOC and Series D Small Systems Amendment are together referred to herein as the “Participants.”

E. Participant acknowledges it intends to enter into a Project Participation Agreement (“PPA”) with Garrison Diversion, LAWA, and other Participants to pay for its share of the past, current and future design, construction, operation, and maintenance of the RRVWSP, and to nominate and reserve water capacity from the RRVWSP. The PPA is a voluminous agreement, with significant appendices. The Parties are working through edits to the PPA and appendices, so Participant is not yet comfortable signing the PPA, however Participant acknowledges its intent to participate in the RRVWSP and sign the satisfactory final form of the PPA upon timely completion of the editing process.

F. It is imperative to the timely and cost-efficient development to now identify as accurately as possible which Participants will be part of the RRVWSP and to identify accurately the PPA financial obligations for each of the RRVWSP Participants.

G. Garrison Diversion received 75% cost-share funding from the North Dakota Department of Water Resources, with an obligation to fund the 25% local cost share. Garrison Diversion needs the Participants to cover the local cost share for the 2023-2025 biennium Budget expenses. To date, Garrison Diversion, LAWA, Fargo and Grand Forks have already entered into an agreement to fund 81% of the 25% local share of Garrison Diversion's 2023-2025 Work Plan. (See Exhibit C, Interim Financing Agreement Series D). The contemporaneously executed Series D Small Systems Amendment is in addition to, and does not supplant or replace the financing responsibilities identified in the initial Interim Financing Agreement Series D. In order to fund the remaining local share, Garrison Diversion, LAWA and all other Participants have agreed to enter into this MOC to set forth the Participants' water nomination. This MOC commits and binds Participant to pay its identified portion of the remaining Biennium Work Plan and Budget, and sets forth its good faith intention to enter the final PPA once review and negotiations satisfactorily are complete.

#### Agreement

In consideration of the foregoing and the covenants and agreements set forth herein, the Parties agree as follows:

1. Participant has reviewed and understands the Biennium Work Plan (Exhibit A) and the Budget (Exhibit B), which identifies Participant's responsibility for part of the local cost share associated with the Series D Small Systems Amendment in the amount of \$8,443,353 in principal (the "Participant Portion"). Participant agrees to pay the Participant Portion plus financing costs as its portion of the Local Project costs of the Biennium Work Plan pursuant to the Series D Small Systems Amendment (together, the "Participant Share"). The Budget is Garrison Diversion's best estimate of the Biennium Work Plan costs from July 2023 to June 2025, with a 25% local cost share estimated to be \$60 million. These estimates are not intended to create a final financial limit on contributions of Participant but are presented merely to identify the categories of expenses contemplated by this MOC and the total Biennium Work Plan anticipated costs. That said, unless otherwise agreed to, Participant's cost will be limited to a maximum amount representing its allocated portion of the Budget, as identified in this paragraph, based upon the Project Tiered Cost Allocation model. The Participant's contributions, along with contributions of other Participants, will be used to pay the Small Systems (as defined in the Series D Agreement) portion of the twenty five percent local share of the total Budget as well as any costs ineligible for state cost share, as depicted on Exhibit B. Participant's allocated contribution is capped at the amount identified herein, unless otherwise agreed to in writing.
2. Participant has conducted and continues to conduct a meaningful review of its anticipated future water needs and had the opportunity to consult with engineers and legal

professionals of its own choosing, including hiring its own independent and unbiased representatives to advise Participant regarding its anticipated future water needs and the legal obligations under this MOC, the Series D Agreement, the Series D Small Systems Amendment and the draft PPA. The water nomination provided by the Participant in this MOC represents the capacity the Participant intends to contract for upon completion of PPA negotiations given the information known at this time. To secure capacity in the Project and to better identify the financial commitments expected of all Parties through the Series D Agreement, the Series D Small Systems Amendment and PPA, Participant hereby identifies its future water needs from the Project at 83.7 cfs. Of this amount, Participant anticipates that its nomination would include 66.3 cfs annually for domestic needs and 17.4 cfs annually for industrial needs. Garrison Diversion will prepare the PPA financial obligations using this nomination. The Parties recognize that this nomination may vary somewhat after additional analysis prior to the PPA being signed, however it is the best estimate and intent of the Participant with information known today.

3. This MOC is binding upon Participant solely with respect to its responsibility to pay the Participant Share, through the later of (1) June 30, 2025 if budgeted funds are expended by that date, or (2) thereafter if the completion of the budgeted items extend beyond that date and so long as there are budgeted funds available to complete the items identified on the Biennium Work Plan.
4. Participant agrees that the funds it will pay per the Series D Small Systems Amendment are non-refundable in any and all cases including, without limitation, if the Project is discontinued or terminated or if Participant decides not to further participate in the Project. However, if Participant signs this MOC and ultimately chooses not to sign the PPA, the Participant has the ability to assign its nomination, rights and obligations under this MOC to another LAWA member capable of assuming the obligation with the written consent of Garrison Diversion and LAWA so long as the assignment is executed and provided to Garrison Diversion and LAWA by or before June 1, 2025, or as otherwise extended by Garrison Diversion.
5. Participant acknowledges there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project, including by way of illustration and not limitation, the following:
  - (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA and/or the Garrison Diversion; (iv) different environmental risks than those previously identified; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approval or a Federal permit; (vii) the Federal Government's decision to support the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; and (ix) political interference at the local, state or Federal level. That said, any increase in the identified Budget costs would require approval of the Garrison Diversion Board, the LAWA Board, and the Participant.
6. This MOC may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 7. This MOC shall be governed by the laws of the State of North Dakota, without giving effect to its choice of laws principles. Venue of any proceedings shall be in the state courts located in Cass County, North Dakota.
- 8. Contingency: This MOC is valid and enforceable only if Garrison Diversion obtains similar memoranda from other Participants that represent nominations of at least 100 cfs in the aggregate. If Garrison Diversion is unable to secure agreements amounting to 100 cfs to share the costs of this MOC, this MOC is null and void and without further effect.
- 9. Electronic Signatures; Counterparts: This MOC may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, including but not limited to a signature delivered through a provider such as DocuSign®, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

WITNESS WHEREOF, the Parties hereto have executed this MOC as of the Effective Date.

**GARRISON DIVERSION CONSERVANCY DISTRICT**

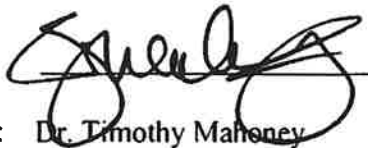
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LAKE AGASSIZ WATER AUTHORITY**

By: 

Name: Dr. Timothy Mahoney

Its: Board Chair

Date: 12-9-24

**PARTICIPANT**

City of Fargo

By:

  
\_\_\_\_\_

Name: Dr. Timothy Mahoney

Title: Mayor

Date:

12/9/24

---

**INTERIM FINANCING AGREEMENT SERIES D  
SMALL SYSTEMS AMENDMENT**

**BY AND BETWEEN  
GARRISON DIVERSION CONSERVANCY DISTRICT  
AND  
LAKE AGASSIZ WATER AUTHORITY  
AND  
CITY OF CARRINGTON, NORTH DAKOTA  
AND  
CITY OF COOPERSTOWN, NORTH DAKOTA  
AND  
CITY OF FARGO, NORTH DAKOTA  
AND  
CITY OF GRAND FORKS, NORTH DAKOTA  
AND  
CITY OF HILLSBORO, NORTH DAKOTA  
AND  
CITY OF MAYVILLE, NORTH DAKOTA  
AND  
AND CITY OF VALLEY CITY, NORTH DAKOTA**

**Dated as of \_\_\_\_, 2024**

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**INTERIM FINANCING AGREEMENT SERIES D – SMALL SYSTEMS AMENDMENT**

**THIS INTERIM FINANCING AGREEMENT SERIES D – SMALL SYSTEMS AMENDMENT** (the “Small Systems Amendment”), is entered this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between GARRISON DIVERSION CONSERVANCY DISTRICT, a governmental agency, body politic and corporate of the State of North Dakota (“Garrison Diversion”); LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate of the State of North Dakota (“LAWA”); CITY OF CARRINGTON, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Carrington”); CITY OF COOPERSTOWN, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Cooperstown”); CITY OF FARGO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Fargo”); CITY OF GRAND FORKS, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Grand Forks”); CITY OF HILLSBORO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Hillsboro”); CITY OF MAYVILLE, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Mayville”); CITY OF VALLEY CITY, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Valley City”) (collectively, “D2 Participants”). This Small Systems Amendment adds Parties to the Interim Financing Agreement Series D, dated November 1, 2023 (“Series D Agreement”), and obligates D2 Participants to share in the funding of the 2023-2025 RRVWSP Work Plan. Unless otherwise amended or referenced herein, all terms and conditions of the Series D Agreement remain valid and in full effect.

1. The initial Series D Participants entered into the Series D Agreement on November 1, 2023, which is an agreement to finance 81.16% of the 25% local cost share of Garrison Diversion 2023-2025 Biennium Work Plan. The initial Series D Participants agreed to obtain financing for the local share of the Work Plan in two tranches, with the first financing only obligating Fargo and Grand Forks through the Series D1 Financing. A second round of debt financing for the remaining 18.84% of the Local Project Costs was to be separately issued as a “Series D2 Financing” once the D2 Participants were identified. This Small Systems Amendment requires the undersigned D2 Participants to finance the remaining 18.84% of the 25% Local Project Costs, granting to each the rights and obligations pursuant thereto, as if they had all originally signed the Series D Agreement.
2. This Small Systems Amendment identifies all D2 Participants’ respective nominations for a water supply. Through signatures on this Small Systems Amendment and a previously or contemporaneously executed Memorandum of Commitment, each D2 Participant nominates the water supply identified on Attachment 1, which is hereby added as Exhibit C to the Series D Agreement.
3. The undersigned agrees to pay their respective portions of the Local Project Costs in the amounts identified in Attachment 2, pursuant to and in the manner described in Paragraph 3.06 of the Series D Agreement and from legally available revenues that are irrevocably pledged to payment thereof. The undersigned will execute debt instruments for their respective financial obligations for the Series D2 Financing, up to the amounts identified in Attachment 2, plus financing costs. These payments are made on behalf of LAWA. Attachment 2 includes an Amended Exhibit B, which replaces the Series D Agreement Exhibit B.



4. Once this Small Systems Amendment is fully executed by each of the D2 Participants, Garrison Diversion may proceed to issue the Series D2 Financing.
5. The undersigned agree that the funds they pay pursuant to this Small Systems Amendment and Series D2 Financing are non-refundable in any and all cases except in the event Garrison Diversion does not award a contract for the construction of the intended infrastructure. If no construction contract is issued or if the Project is delayed indefinitely, as determined in good faith by Garrison Diversion and LAWA after consultation with and input from the D2 Participants, Garrison Diversion will return any remaining unused funds to each Series D Agreement and Small Systems Amendment signor, in relative proportion to the total payment made by each in support of the Series D Agreement, as amended.
6. Series D Agreement Section 3.09 is replaced with the following language:
 

**SECTION 3.09 ASSIGNMENT.** Each Project Participant's nominations and financial obligations under the Series D Agreement and the Small Systems Amendment may be assigned or transferred to another LAWA member capable of assuming the duties on any financial or other terms it considers appropriate with the prior written consent of Garrison Diversion and LAWA. No Project Participant may otherwise pledge, hypothecate, or encumber its interests in the Series D Agreement or the Small Systems Amendment without the prior written consent of Garrison Diversion and LAWA. The written approval required of Garrison Diversion and LAWA pursuant to this Section will not be unreasonably withheld.
7. The Parties specifically intend that the D2 Participants have the same rights and responsibilities as Fargo and Grand Forks in the Series D Agreement Sections 4.04, 4.05, 6.03 and 8.05. Each Party hereto is bound to all terms of the Series D Agreement and incorporates any required representations as if it were an original signer of the Series D Agreement.
8. In addition to the addresses identified in Series D Agreement Section 8.02, any notices required to be sent to the undersigned D2 Participants should be sent to the following:

If to Carrington:           Attn: City Auditor  
   103 10th Ave N  
   P O Box 501  
   Carrington, ND 58421

If to Cooperstown:        Attn: City Auditor  
   611 9th St NE  
   PO Box 712  
   Cooperstown, ND 58425

If to Hillsboro:            Attn: City Auditor  
   9 South Main Street  
   P.O. Box 400  
   Hillsboro, ND 58045

If to Mayville:                   Attn: City Auditor  
  21 1st St NE  
  Mayville, ND 58257

If to Valley City:                Attn: City Auditor  
  254 2nd Avenue NE  
  Valley City, ND 58072

9. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Small System Amendment, and agree they have not been influenced by any representations or statements made by any other Parties.
10. The undersigned confirms it has the legal right and ability to enter into this Small Systems Amendment and the Series D Agreement.
11. This Small Systems Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

**IN WITNESS WHEREOF**, Garrison Diversion, LAWA, Carrington, Cooperstown, Fargo, Grand Forks, Mayville, Hillsboro, and Valley City caused this Series D Agreement – Small Systems Amendment to be executed.

*(Remainder of page intentionally left blank.)*

*Signature Page for the Garrison Diversion Conservancy District*

The governing body of the Garrison Diversion Conservancy District approved this Series D Agreement- Small Systems Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GARRISON DIVERSION  
CONSERVANCY DISTRICT, a  
governmental agency, body politic and  
corporate

By: \_\_\_\_\_  
Alan Walter, Chair

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for the Lake Agassiz Water Authority*

The governing body of the Lake Agassiz Water Authority approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate

By: \_\_\_\_\_  
Dr. Timothy Mahoney, Chair

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for Carrington*

The governing body of the City of Carrington approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Carrington, a governmental agency,  
body politic and corporate.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for Cooperstown*

The governing body of the City of Cooperstown approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Cooperstown, a governmental agency, body politic and corporate.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for the City of Fargo*

The governing body of the City of Fargo approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City of Fargo, a governmental agency, body politic and corporate

By: \_\_\_\_\_  
Dr. Timothy Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for the City of Grand Forks*

The governing body of the City of Grand Forks approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City of Grand Forks, a governmental agency, body politic and corporate

By: \_\_\_\_\_  
Brandon Bochenski, Mayor

ATTEST:

\_\_\_\_\_  
Secretary



*Signature Page for Hillsboro*

The governing body of the City of Hillsboro approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Hillsboro, a governmental agency,  
body politic and corporate.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for Mayville*

The governing body of the City of Mayville approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_ day of \_\_\_\_, 2024.

City of Mayville, a governmental agency,  
body politic and corporate.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

*Signature Page for Valley City*

The governing body of the City of Valley City approved this Series D Agreement – Small Systems Amendment on the \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Valley City, a governmental agency,  
body politic and corporate.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

## Attachment 1 – New Exhibit C

## EXHIBIT C

## RRVWSP Nominations

Series D2 Participant	Domestic Nomination	Industrial Nomination	Total Nomination
Carrington / Carrington JDA	0.00 cfs	0.50 cfs	0.50 cfs
Cooperstown	0.00 cfs	0.20 cfs	0.20 cfs
Hillsboro	0.00 cfs	0.50 cfs	0.50 cfs
Mayville	0.00 cfs	0.50 cfs	0.50 cfs
Valley City	1.00 cfs	1.00 cfs	2.00 cfs
Grand Forks / East Grand Forks	13.80 cfs	14.30 cfs	28.10 cfs
Fargo / West Fargo / Cass Rural	66.30 cfs	17.40 cfs	83.70 cfs
<b>Total</b>	<b>81.10 cfs</b>	<b>34.40 cfs</b>	<b>115.50 cfs</b>

Attachment 2 – Amended Exhibit B

EXHIBIT B

Local Project Participant Cost Distribution

Legislatively Approved State Grant: \$180 million

Local Cost Share Required: \$60 million

Local Cost Responsibility for Series D Small Systems Amendment – D2 Financing:

Series D2 Participants	Series D Small Systems Allocation Percentage*	Series D2 Principal
Carrington / Carrington JDA	0.8050%	\$ 90,979
Cooperstown	0.5183%	\$ 58,582
Hillsboro	1.1948%	\$ 135,046
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Grand Forks / East Grand Forks	16.1325%	\$ 1,823,370
Fargo / West Fargo / Cass Rural	74.7038%	\$ 8,443,353
<b>Total</b>	<b>100.00%</b>	<b>\$ 11,302,440.00</b>

Local Cost Responsibility in initial Interim Financing Agreement Series D:

Fargo \$40,048,873

Grand Forks \$8,648,687

*Signature Page for Carrington*

The governing body of the City of Carrington approved this Series D Agreement – Small Systems Amendment on the 9<sup>th</sup> day of October 2024.

City of Carrington, a governmental agency,  
body politic and corporate.

By: Thomas Edmann  
Mayor

ATTEST:

Jennifer East  
Secretary

*Signature Page for Cooperstown*

The governing body of the City of Cooperstown approved this Series D Agreement – Small Systems Amendment on the 2nd day of Dec, 2024.

City of Cooperstown, a governmental agency, body politic and corporate.

By: Paul Pantano

ATTEST:

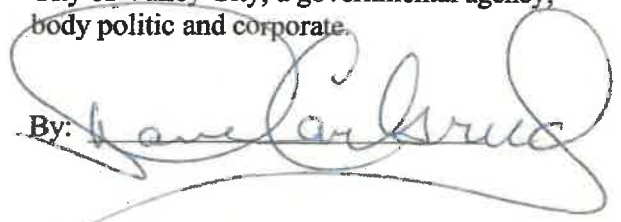
Christina Deason  
Secretary

*Signature Page for Valley City*

The governing body of the City of Valley City approved this Series D Agreement – Small Systems Amendment on the 6 day of Dec, 2024.

City of Valley City, a governmental agency,  
body politic and corporate.

By:



ATTEST:



~~Secretary~~

Deputy Auditor




*Signature Page for Hillsboro*

The governing body of the City of Hillsboro approved this Series D Agreement – Small Systems Amendment on the 16<sup>th</sup> day of Dec., 2024.

City of Hillsboro, a governmental agency,  
body politic and corporate.

By: 

ATTEST:

  
Secretary

*Signature Page for the City of Fargo*

The governing body of the City of Fargo approved this Series D Agreement – Small Systems Amendment on the 9 day of December, 2024.

City of Fargo, a governmental agency, body politic and corporate

By:   
Dr. Timothy Mahoney, Mayor

ATTEST:

  
Secretary

## Common Interest Agreement

This Common Interest Agreement (the “**Agreement**”) is made between the undersigned counsel (“**Counsel**”), acting for themselves and on behalf of their respective clients Garrison Diversion Conservancy District (“**Garrison Diversion**”) and Lake Agassiz Water Authority (“**LAWA**,” collectively with Garrison Diversion, the “**Parties**” in this Agreement).

WHEREAS, Garrison Diversion and LAWA are developing the Red River Valley Water Supply Project (the “**Project**”); and

WHEREAS, pursuant to a Cooperation Agreement, dated May 8, 2020, by and between Garrison Diversion and LAWA (the “**Cooperation Agreement**”), Garrison Diversion will finance, design, build, construct, maintain, own, and operate the Project to provide water service to LAWA, the representative entity of the end users of the Project; and

WHEREAS, LAWA, through the end users, will ultimately reimburse, or provide initial funds to, Garrison Diversion for the capital costs and operation and maintenance of the Project; and

WHEREAS, the Cooperation Agreement further sets forth a procedure that the Parties will follow for the acquisition of property interests that are necessary for the Project; and

WHEREAS, the procedure provides that Garrison Diversion is responsible for acquiring the necessary property interests (“**Acquisition**”) through negotiations for the most cost-effective price possible, taking into account all factors, and will use eminent domain as a last resort; and

WHEREAS, while the process of Acquisition is transpiring, Garrison Diversion will provide updates to LAWA and will consult with LAWA prior to initiating any condemnation proceedings due to LAWA’s direct financial stake in the Acquisition; and

WHEREAS, the Parties share a common financial interest in the Project and in developing and pursuing common claims and legal issues concerning Acquisition, including Garrison Diversion’s claims to acquire necessary property interests in exchange for payment of an amount equal to just compensation that will ultimately be paid by LAWA stakeholders (the “**Claims**”); and

WHEREAS, this Agreement confirms the Parties’ understanding and provides, to the fullest extent permitted by applicable law, for sharing information, strategy, and documents concerning the Parties’ common interests related to Acquisition without waiving the confidential, privileged, or protected nature of any communications, information, documents, or things of any nature or description shared between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the Parties agree as follows:

1. Joint Prosecution Information. To further the Parties’ mutual interests and the development of common Claims, this Agreement covers all information disclosed by a Party to

another Party in confidence and in furtherance of common claims and interests concerning the Claims and Acquisition, including, without limitation: research and analysis, expert reports, witness interviews and summaries, memoranda of law, briefing and debriefing memoranda and conversations, summaries, transcripts, notes, outlines, recordings, transcripts of recordings, correspondence, factual analyses, attorneys' mental impressions, attorneys' advice or counsel, emails, instant messages, and any other documents, electronic data, or information that are protected from disclosure to third parties under any privilege, protection, or immunity ("**Joint Prosecution Information**" or "**JPI**"). JPI also includes information derived from or reflecting JPI. The Parties may undertake joint efforts concerning the Claims and Acquisition, and any information, communications, and work product concerning or resulting from such joint efforts shall be deemed JPI.

JPI does not include information that: (a) is or becomes part of the public domain (provided that it does not become public in violation of this Agreement); or (b) was or is independently known, obtained, prepared, or discovered by a Party without using JPI from another Party. However, the Parties' communications concerning public information that relates to the development of a common claim or issue shall be JPI.

2. Sharing and Use of JPI. The Parties to this Agreement intend that any and all JPI may be exchanged among them without any waiver or compromise of any attorney-client privilege, work product doctrine, or any other privileges or protective doctrines. Either Party may disclose JPI to the other Party, regardless of whether the disclosure is between attorneys (including Persons, as defined herein, assisting these attorneys) and the Party or between Parties. The Parties agree that there shall be no disclosure of JPI to any other individual or for any other purpose without first obtaining the consent of the Party who generated and first disclosed the JPI (the "**Originating Party**"), or as required by law.

3. Marking. The Parties may, solely as a matter of convenience, mark documentation JPI disclosed pursuant to this Agreement, "Confidential Materials," and, where appropriate, "Privileged and Confidential Attorney-Client Communication" and "Attorney Work Product." The failure to so mark any JPI, however, shall not limit the application of any applicable privilege, including but not limited to the common interest privilege.

4. Confidentiality and Nondisclosure. The Parties agree to use their best efforts to maintain the confidentiality of JPI and ensure that it is not shared in a way that waives or limits applicable privileges or protections. They further agree they shall use JPI solely in connection with Acquisition and for no other purpose. Each Party shall keep JPI received or derived from another Party confidential and shall not disclose it except to: (a) each Party's Counsel and the Parties; (b) paralegal and clerical staff of Counsel who are assisting in the Acquisition; (c) expert witnesses and consultants engaged by a Party, including LAWA's current executive project manager, Brent Bogar; and (d) a Party's other employees who have a need to know JPI because, for example, they help prosecute the Claims or manage the Acquisition (collectively, the "Persons"). All Persons permitted access to JPI shall be advised of this Agreement's confidentiality and non-disclosure requirements.

5. No Waivers. The sharing of JPI among the Parties pursuant to this Agreement shall not waive the attorney-client privilege, work product protection, or other applicable privileges or

protections. All JPI that is privileged or protected as to any Party shall remain privileged or protected when communicated to another Party to this Agreement in accordance with the joint and common interest doctrine. The Parties jointly hold all applicable privileges and protections concerning JPI exchanged or generated under this Agreement.

No Party shall have authority to waive any applicable privilege or protection on behalf of another Party and a Party's waiver of any applicable privilege or protection shall not be construed to apply to another Party.

Any waiver of this Agreement's rights and limitations in any particular instance shall not be deemed, and is not, a general waiver of this Agreement's other rights or limitations and shall not operate as a waiver beyond the particular instance. The Parties agree that the inadvertent or unintentional disclosure of JPI to persons or entities who are not Parties or Persons, regardless of whether the information was designated as privileged or JPI when disclosed, shall not be deemed a waiver in whole or in part of any confidentiality, privilege, or protection, either as to the specific information disclosed or as to any other information relating thereto or to related subject matter (and the Parties agree they will not assert such a waiver argument). Upon the discovery of an inadvertent or unintentional disclosure of JPI, the Parties shall cooperate to restore and preserve all applicable privileges and protections concerning the JPI, including retrieval of all inadvertently produced copies.

6. Disclosure Requests. This Agreement and all documents and communications concerning its negotiation, drafting, and execution shall remain confidential to the Parties and shall only be disclosed to persons authorized to receive JPI, unless all Parties consent to the disclosure, disclosure is required under applicable open records laws, or it is necessary to preserve a privilege or protection.

If any Party receives a subpoena, demand, open records request, or court order requesting the disclosure or production of this Agreement or JPI ("Disclosure Request"), and if the requested JPI did not originate with the Party and was not independently developed or discovered by the Party, then the Party shall:

- (a) immediately notify the other Party of the Disclosure Request, provide copies of any writings or documents, including the subpoena, demand, open records request, or court order, which relate to the Disclosure Request, and describe its proposed response thereto;
- (b) timely preserve and invoke any applicable privileges and protections; and
- (c) not voluntarily surrender the requested JPI (except those originated by the Party) without providing, to the extent legally permissible, all affected Parties a reasonable opportunity to protect their respective interests.

7. Open Meetings. This Agreement is subject to all applicable state open meetings laws. The Parties agree and acknowledge that if a Party is authorized to hold an executive session under applicable law to discuss Claims or Acquisition, then the Persons, related to either Party, will be allowed to attend said executive session.

8. Termination. This Agreement shall terminate upon completion of Acquisition for the Project. This Agreement may be terminated at any time, however, by either Party by written notice to the other Party. The effect of termination of this Agreement is prospective only. In particular, each Party's obligations under this Agreement shall survive termination of this Agreement. Termination under this Section does not authorize violation of the Agreement or operate as a waiver of any terms or conditions of this Agreement.

9. Conflict of Interest Waivers. This Agreement does not affect or limit the independent and separate representation of each Party by their Counsel. Unless otherwise agreed, each Counsel may act only on their Party's behalf and not on any other Party's behalf. Each Party understands and acknowledges that another Party's Counsel may have the duty and obligation to take actions that may be contrary to their interests concerning the Claims and Acquisition. Nothing in this Agreement creates an attorney-client relationship between any Party and any other Party's Counsel or imposes any duty of loyalty or other fiduciary duties on any Counsel concerning any Party that Counsel is not representing in the Acquisition (other than the obligations in this Agreement).

The Parties acknowledge they may now or in the future have adverse interests and that the sharing of confidences pursuant to this Agreement may lead to potential conflicts of interest of the various Counsel in the future. The Parties do not intend that this Agreement or the exchange of JPI shall be used to support the future disqualification of their respective Counsel and agree that they will waive any conflicts arising from the sharing of JPI pursuant to this Agreement.

10. Effective Date. This Agreement is effective as of the first exchange or sharing of JPI. Before this Agreement's execution, however, but after recognizing a common interest concerning the Claims and Acquisition in the Cooperation Agreement, the Parties may have shared information that would qualify as JPI as defined and governed by this Agreement. The Parties agree that such information is subject to this Agreement and the same privileges and protections as if it had been shared after this Agreement's execution. Additional parties may join this Agreement but only if all Parties' written consent.

11. Notices. Each Party shall deliver all notices, requests, demands, and other communications required by this Agreement (each, a "Notice") in writing and addressed to the other Party's Counsel. Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, or certified or registered mail (return receipt requested, postage prepaid). A Notice is effective only (a) upon receipt by the receiving party and (b) if the Party giving the Notice has complied with the requirements of this Section.

12. Counterparts and Authority to Sign. This Agreement may be executed in counterparts, each of which is an original, and all of which together constitute the Parties' complete agreement. The signatures of both Parties do not need to be on the same counterpart for this Agreement to be effective. This Agreement may not be amended, waived, or modified without the written consent of all current Parties. Each Party represents that any person signing this Agreement on its behalf has authority to do so and that no further action is necessary to make this Agreement a valid and binding obligation on each Party.

13. Counsel Signatures. By signing this Agreement, the undersigned counsel certify that each has explained the contents of this Agreement to his or her respective client and that the clients agree to abide by the terms reflected herein. The undersigned counsel also certify that all discussions held and materials exchanged in contemplation of the signing of this Agreement, but prior thereto, are also protected by this Agreement.

14. Binding Effect; Conclusion of Acquisition. This Agreement binds and inures to the benefit of the Parties and their respective heirs, legatees, representatives, attorneys, successors, transferees, and assigns. This Agreement also automatically applies to and binds any Party's substitute or associated Counsel. This Agreement is not subject to abrogation by any heir, assign, receiver, trustee, or other successor in interest to waive any confidentiality, privilege, or protection.

15. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable, any court with jurisdiction over this Agreement and the Parties has the power to modify such provision so that it is valid and enforceable, but only to the extent the modification is consistent with the Parties' intent, and in that case, the rest of this Agreement shall remain in full force and effect.

16. Remedies for Breach. The Parties agree that disclosure of any JPI in violation of this Agreement will cause irreparable harm to the other Party for which there is no adequate legal remedy. Each Party acknowledges that immediate injunctive relief is an appropriate and necessary remedy against any Party who is, in any way, communicating, intending to communicate, or attempting to communicate JPI to any third party in violation of this Agreement. No Party shall be liable to the other Party for indirect, special, incidental, exemplary, or consequential damages for breach of this Agreement.

17. Forum Selection and Governing Law. The Parties agree that all disputes, claims, motions, actions, or proceedings directly or indirectly arising out of or relating to this Agreement shall be litigated only in a state or federal court located in North Dakota and hereby consent to personal jurisdiction in such forum for purposes of those proceedings. Any dispute regarding the Agreement shall be resolved, to the extent possible, through *in camera* proceedings. If it becomes necessary to interpret any of the terms of this Agreement, the laws of the State of North Dakota shall apply.

18. No Admissions. This Agreement shall not constitute or be used as evidence of any admission of law or fact against any Party, or as evidence of liability or responsibility for any claims, costs, or damages. This Agreement shall not operate to release or affect any of the rights of any Party under applicable state or federal law.

19. Reservation of Rights. Notwithstanding any provision of this Agreement, the Parties reserve all claims, causes of action, and any and all other rights they may have against the other Party, and the Parties do not intend or expect this Agreement to release or to waive those claims or rights.

20. Entire Agreement. This Agreement memorializes any and all earlier agreements relating to JPI for Acquisition, constitutes the sole and entire agreement of the Parties relating to

JPI for Acquisition, and supersedes all prior and contemporaneous understandings and agreements relating to JPI for Acquisition.

21. Jointly Drafted. This Agreement was jointly drafted by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

22. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

23. Common Interest. The Parties understand that the purpose of this Agreement is to facilitate common interest representation by increasing the information flow between the Parties.

24. Evidence. The Parties agree that this Agreement shall not offered or received in evidence, nor shall it be admissible at any trial or other proceeding, except for the purpose of enforcing its terms, unless all Parties agree in writing to allow it.

25. Cost Reimbursement. Nothing herein is intended to amend or modify the cost reimbursement structure agreed to by the Parties in the Cooperative Agreement or other applicable agreements.

26. Authority of Parties. This Agreement shall not create any agency or similar relationship between the Parties or Counsel.

[SIGNATURE PAGE FOLLOWS]



Accepted and agreed, by:

Date: \_\_\_\_\_

\_\_\_\_\_

Tami Norgard  
Vogel Law Firm  
Counsel for Garrison Diversion Conservancy  
District

Date: \_\_\_\_\_

\_\_\_\_\_

Katie Schmidt

\_\_\_\_\_

John Shockley  
Ohnstad Twichell, P.C.  
Counsel for Lake Agassiz Water Authority



GARRISON DIVERSION  
 CONSERVANCY DISTRICT  
 P.O. Box 140  
 CARRINGTON, N.D. 58421  
 (701) 652-3194  
 FAX (701) 652-3195  
 gdcdd@gdcdd.org  
 www.garrisondiversion.org

## MEMORANDUM

**TO:** GDCD Board Members  
**FROM:** Duane DeKrey, General Manager  
**DATE:** December 12, 2024  
**SUBJECT:** Executive Committee Elections

During the January Board of Directors meeting, seven Executive Committee member positions will be up for election.

The board chairman will request nominations from the floor at the meeting on January 9. Directors may also submit nominations to me prior to the meeting, as the secretary, or to Kelly Klosterman, who is Chairman of the Nominating Committee. Other members of the Nominating Committee are Larry Kassian and Steve Metzger, who can be contacted as well.

Elections will be held on January 10.

**Three officer positions will be open. Director Bischoff can run for another term as second vice chairman or move up. Vice Chairman Jay Anderson and Chairman Walter have completed two terms. Director Anderson would be able to run for the chairman position.**

**Four other positions will also be open. Director Tweed, who can run for a second term. Directors Vein, Ongstad and Kaiser have served two terms but could run for officer positions.**

Committee assignments for 2025 will be made by the board chairman following the elections in January.

DD/las

**2024 GARRISON DIVERSION  
MEETING DATES**

GDCD Board

January 11 & 12  
April 18 & 19  
July 18 & 19  
September 26 (Budget Hearing)  
October 10 & 11

Executive Committee

March 14  
June 13  
September 2  
December 18

Ag & Natural Resources Committee

April 18  
October 10

Red River Valley Committee

April 18  
July 17  
September 25

Engineering & Operations

January 11  
July 18

Public Relations

January 11  
July 18

Recreation

March 20  
May 13  
September 16

MR&I Committee

May 14  
August 19  
September 16

Special Exec Committee

October 16  
October 22  
November 4  
December 4

**2025 GARRISON DIVERSION  
MEETING DATES**

**Board**

January 9 & 10

April 24 and 25

July 17 and 18

October 16 & 17

**Executive Committee**

March 13

June 19

September 25

December 18

**39th Annual Water Systems EXPO & Conference**  
**January 21 - 23, 2025**  
**Bismarck Event Center**

**Tuesday - January 21**

- 8:00 am** Registration Opens
- 9:00 am** Pre-Conference Session (Prairie Rose 105)
- Noon**
- USDA-Rural Development: Engineering and Environmental Updates
  - ND Dept. of Water Resources: Basic Asset Inventories and More
  - ND Information Technology: Cybersecurity for Water Utilities
- 9:00 am** City of Bismarck Lift Station Tour (Registration Table)
- Noon**
- 2:00 pm** NDRWSA Annual Board Meeting, History of Rural Water, and EXPO Opening Session (Prairie Rose 105)
- 3:00 pm** Exhibit Hall Opens (Hall D)
- 4:00 pm** Meter Change-Out Competition: Preliminary Round - Exhibit Hall
- 5:00 pm** Exhibitor Appreciation Social - Exhibit Hall
- 6:00 pm** Exhibit Hall Closes for the Evening

**Wednesday - January 22**

- 8:00 am** Breakfast in the Exhibit Hall/Exhibit Hall Opens
- 9:00 am** Concurrent Sessions
- **Board of Director/Manager Track: Roundtable Discussions** (Prairie Rose 105)
  - **Operation & Maintenance Track: Exhibitor Demonstrations** (Exhibit Hall)
- 9:00 am** Water Taste Contest - Exhibit Hall
- 11:00 am** Meter Change-Out Competition: Final Round - Exhibit Hall
- 11:15 am** Exhibit Hall Prize Drawings/Exhibit Hall Closes
- 11:30 am** Awards Luncheon Buffet (Hall C)
- 1:00 pm**
- Awards Luncheon - Honoring the Best in the Business
  - Corporate Elite & Diamond Sponsor Recognition
  - 2025 Water Taste Contest Final Judging
- 1:30 pm** Concurrent Sessions
- Board, Management & Administrative Track** (Prairie Rose 105)
- 1:30 pm** The Attorney General's Office: ND Open Records & Open Meetings Laws
- 2:40 pm** ND Office of the State Auditor: Water System Financial Audits 101
- Operation & Maintenance Track I** (Prairie Rose 101)
- 1:30 pm** Jasper Engineering: Confined Space/Gas Detection Training
- 2:05 pm** Bolton & Menk, Inc: Utilizing GIS to Maintain Collection System
- 2:40 pm** Stenner Pump: Service Repair, Maintenance and Troubleshooting
- Operation & Maintenance Track II** (Prairie Rose 103)
- 1:30 pm** KLM Engineering: Spring Checklist; Preparing Your Water Storage Tanks
- 2:05 pm** Dakota Supply Group: Catch Leaks Before They Catch You
- 2:40 pm** Liquidtek, LLC: Solving the Pond Puzzle
- 3:15 pm** Coffee Break
- 3:30 pm** Concurrent Sessions continue
- Board, Management & Administrative Track** (Prairie Rose 105)
- 3:30 pm** Rural Water Impact & Municipal Impact: Websites The Ultimate Communication Tool

4:05 pm HDR, Inc: Collaborating on Collaborative Delivery - Construction Manager at Risk

**Operation & Maintenance Track I** (Prairie Rose 101)

3:30 pm Hach: Proper Measurement and Calibration of Dissolved Oxygen and pH

4:05 pm TEAM Laboratory Chemical: Bio-Augmentation and Aquatic Plant Management

**Operation & Maintenance Track II** (Prairie Rose 103)

3:30 pm Core & Main: History of Water Metering

4:05 pm Central Plains Water District & Apex Engineering: Hydraulic Modeling for System Expansion

5:00 pm Social and Scholarship Live Auction

## Thursday - January 23

7:30 am Breakfast Buffet

8:30 am Concurrent Sessions

**Board, Management & Administrative Track** (Prairie Rose 105)

8:30 am TrainND Southwest: Effective Meetings, Overcoming Meeting Challenges, Robert's Rules of Order, and the Top 5 Tips  
Strategic Planning

**Operation & Maintenance Track I** (Prairie Rose 101)

8:30 am Bartlett & West: Artificial Intelligence in Rural Water

9:05 am In Control, Inc: SCADA - A Force Multiplier for Operations

**Operation & Maintenance Track II** (Prairie Rose 103)

8:30 am AE2S: Regulations for Control System Cybersecurity in the Water Sector

9:05 am Tonka Water, a Kurita Brand: Filter and Softener Refurbishment 101

9:45 am Coffee Break

10:00 am Concurrent Sessions continue

**Board, Management & Administrative Track** (Prairie Rose 105)

10:00 am TrainND Southwest: Effective Meetings, Overcoming Meeting Challenges, Robert's Rules of Order, and the Top 5 Tips