

**GARRISON DIVERSION CONSERVANCY DISTRICT
BOARD OF DIRECTORS
Garrison Diversion Conservancy District
Carrington, North Dakota
January 9 & 10, 2025**

AGENDA

January 9

- 1:30 p.m. I. Call to Order & Pledge of Allegiance – Alan Walter
- 1:31 p.m. II. Roll Call – Lisa Schafer
- 1:32 p.m. III. Announcements and Introductions – Alan Walter
- 1:33 p.m. IV. Oath of Office – Tami Norgard
- 1:38 p.m. V. **Reading and Consideration of Minutes** – Alan Walter
- A. **>Board of Directors – October 10 & 11, 2024**
- B. **>Special Meeting – December 30, 2024**
- 1:40 p.m. VI. Officers and Committee Reports
- A. Chairman – Alan Walter
1. Executive Committee
- B. Vice Chairman – Jay Anderson
- C. Second Vice Chairman – Greg Bischoff
- D. 1st Report of the Nominating Committee – Kelly Klosterman
1. >Executive Committee Election Information
- E. Public Relations Committee – Dave Anderson/Kimberly Cook
1. **>*Task Order GF 1.48 - 2025 Strategic Communications Services**
- F. Engineering & Operations Committee – Mike Tweed
1. **>*2025 OM&R Annual Work Plan & Budget** – Ryan Anderson
- G. MR&I Committee – Geneva Kaiser
1. MR&I Program Report
- a. >Water Supply Assistance Grant Program Outstanding Projects
- b. >Construction Report – Duane DeKrey
- H. Red River Valley Committee – Ken Vein
- 2:05 p.m. VII. 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
- 2:30 p.m. VIII. House & Senate Energy & NR Committees – Garrison Diversion Overview (*by video*)
- 3:15 p.m. **COFFEE BREAK**
- 3:30 p.m. IX. Red River Valley Water Supply Project Update Continued
 - D. >***2023-2025 Biennium Work/Plan Budget** – Kip Kovar
 - E. >Program Schedule – Kip Kovar
 - F. User Engagement Status – Steve Burian
 - 1. >Prospective Users Update
 - 2. >Assurance Policy – Brent Bogar
 - G. Financial Update
 - 1. Federal Funding Update – Duane DeKrey
 - a. S.4996
 - i. >Opposition Letters
 - ii. >Response Letter
 - 2. >Memorandum of Commitment (MOC) – Shawn Gaddie
 - a. **MOC Approvals**
 - i. >Carrington
 - ii. >Cooperstown
 - iii. >Hillsboro
 - iv. >Mayville
 - v. >Valley City
 - vi. > Fargo
 - vii. >***Grand Forks – Revised**
 - viii. >***Sargent County**
 - ix. >***Washburn**
 - 3. >Series D Small Systems Amendment – Shawn Gaddie
 - H. >Common Interest Agreement – Tami Norgard
- 4:10 p.m. X. >ND Water Users and Irrigation Association Report – Dani Quissell
- 4:15 p.m. XI. >Bureau of Reclamation Report – Joe Hall, Area Manager & Tara Kinsey, Resources Service Manager
- 4:35 p.m. XII. Executive Committee Nominations from the Floor – Alan Walter
- 4:45 p.m. XIII. **Closed Executive Session pursuant to N.D.C.C. § 44-04-11.2 to discuss: Negotiations regarding landowners settlement within RRVWSP**
- 5:00 p.m. **RECESS**
- 5:15 p.m. **Social at the Garden Gate – Vogel Law Firm**

January 10

- 8:30 a.m. XIV. Report of Washington, DC, Legal Counsel
- Luke D. Johnson, Co-chair Energy Env. and Res. Strategies Group
 - Bella Wolitz, Of Counsel
- 8:50 a.m. XV. Legislative Update – Duane DeKrey/Terry Effertz
- 9:00 a.m. XVI. GDCD Financial Report – Merri Mooridian
- A. Financial Report
1. **>*Audit Engagement Letter & Governance Planning Letter**
 2. **>*Financial Statements**
 3. **>*2024 Budget Revisions**
 4. **>*2025 Budget Revisions**
 5. >Budget Timeline
- 9:20 a.m. XVII. O&M Update – Ryan Anderson
- 9:30 a.m. XVIII. >Irrigation Update – Ryan Anderson
- A. >2024 Map
- 9:35 a.m. XIX. Oakes Irrigation Research Site – Kip Kovar
- 9:40 a.m. XX. **>*Missouri River Joint Water Board Request** – Greg Lange
- 9:50 a.m. XXI. >2024 Accomplishments
- 9:55 a.m. XXII. **>2025 Garrison Diversion Work Plan**
- 10:15 a.m. **COFFEE BREAK**
- 10:30 a.m. XXIII. Trip Reports
- A. >Upper Missouri Water Users
- B. >National Water Resources Association
- 10:45 a.m. XXIV. >Missouri River Recovery Implementation Committee – Duane DeKrey
- 10:55 a.m. XXV. Executive Committee Election – Alan Walter
- A. Second Report from Nominating Committee – Greg Bischoff
- B. Remarks from Candidates
- C. ***Election of Executive Committee Members**
- 11:20 a.m. XXVI. General Manager's Report – Duane DeKrey
- A. **>Letter to Int'l Joint Commission in Support of Lance Yohe**
- 11:25 a.m. XXVII. Upcoming Events – Alan Walter
- A. Garrison Diversion Meetings
- >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
- 11:30 a.m. **ADJOURN**

Items in bold require action by the Board

* Requires a roll call vote

The following minutes are in draft form subject to review and approval by the Board of Directors at its next meeting

24-226

**GARRISON DIVERSION CONSERVANCY DISTRICT
BOARD OF DIRECTORS**

**Garrison Diversion Conservancy District
Carrington, North Dakota**

October 10 & 11, 2024

A meeting of the Garrison Diversion Conservancy District Board of Directors was held on October 10 & 11, 2024, at the Garrison Diversion Conservancy District in Carrington, North Dakota. The meeting was called to order by Chairman Walter at 1:30 p.m. on October 10.

MEMBERS PRESENT

Chairman Alan Walter
 Vice Chairman Jay Anderson
 Second Vice Chairman Greg Bischoff
 Director Dave Anderson
 Director Nikki Boote
 Director Richard Cayko
 Director Mark Cook
 Director Steve Forde (by video conference)
 Director David Johnson (by video conference 10/10) (joined at 9:40 a.m. on 10/11)
 Director Geneva Kaiser
 Director Larry Kassian
 Director Bruce Klein
 Director Kelly Klosterman
 Director Margo Knorr (by video conference)
 Director Ward Koeser
 Director Jeff LeDoux
 Director Steve Metzger
 Director Bill Ongstad
 Director Brian Orn
 Director Jim Pellman
 Director Kenny Rogers
 Director Jason Siegert (by video conference)
 Director Mike Tweed
 Director Ken Vein
 Director Donald Zimbleman
 Secretary Duane DeKrey (by video conference)

MEMBERS ABSENT

Director Kyle Blanchfield
 Director Cliff Hanretty
 Director Brandon Krueger

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.

ANNOUNCEMENTS AND INTRODUCTIONS

Chairman Walter called on others in attendance to introduce themselves.

READING OF THE MINUTES

Motion by Vice Chairman J. Anderson to dispense with a reading of July 18 and 19, 2024, quarterly Board of Directors minutes and September 26, 2024, Special Board meeting and approve them as distributed. Second by Director Cayko. Upon voice vote, motion carried.

OFFICER AND COMMITTEE REPORTS

Chairman - - Chairman Walter provided a summary of the September 26, 2024, Executive Committee meeting.

Financial Statements

Merri Mooridian, Administrative Officer, Garrison Diversion, reviewed Garrison Diversion's financial statements for the period of January 1, 2024, through September 30, 2024. Copies of the financial statements are attached to these minutes as Annex II.

Revenues through September 30 are broken out as follows: General Fund \$5,378,694; MR&I Fund \$8,571,866; O&M Fund \$3,671,287; RRVWSP Fund \$55,441,633 and Irrigation Fund \$243,183.

Expenditures were: General Fund \$2,941,575; MR&I Fund \$8,557,713; O&M Fund \$3,249,753; RRVWSP Fund \$50,538,707 and Irrigation Fund \$251,421.

The income budget for 2024 is \$161,481,193. Income received through September 30 is \$73,306,663 or 45.4% of budget.

The expected 2024 expense budget is \$161,162,597. With the transfer out, the total budget is \$161,884,015. Total expenditures through September 30 are \$66,109,405 or 40.8% of budget.

Garrison Diversion's reserve accounts total \$8,692,260.

Deposits at Bank of North Dakota are \$6,016,556; First International Bank & Trust \$14,261,501; Gate City Bank \$9,959,159; and Bravera Bank \$1,358,437.

Ms. Mooridian commented all accounts have now been closed at Bremer Bank per direction from the board.

Motion by Director Cayko to accept the financial statements for the period of January 1, 2024, through September 30, 2024. Second by Director Orn. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Boote, Cayko, Cook, Forde, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, Knorr, Koeser, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Blanchfield, Hanretty and Krueger. Motion carried.

Budget Timeline

Ms. Mooridian referred to the Budget Timeline used for the budget preparation process, reporting the 2025 budget and tax levy have been sent out to member counties.

Vice Chairman Report - - Vice Chairman J. Anderson reported on the various meetings and conferences he has been taking part in on behalf of Garrison Diversion, many of which have been in the southeastern part of the state with various counties and cities regarding the Red River Valley Water Supply Project (RRVWSP).

Second Vice Chairman Report - - Second Vice Chairman Bischoff also reported on RRVWSP meetings he has attended, which were more Valley City/Barnes County focused.

Agriculture & Natural Resources Committee - - Director Orn, who chairs the Agriculture & Natural Resources Committee, reported the committee met this morning and heard an update on the issues with the concrete flooring in the new building at the Oakes Irrigation Research Site (OIRS). An expert with AET was brought in to help determine how to correct the problem.

Director Orn stated an update was also provided by Mike Ostlie, Director, NDSU Research Extension Center, on the parcel of land Garrison Diversion is donating to NDSU at the OIRS. The State Board of Higher Education has approved the land donation agreement, and the documents are now ready to be signed by the two entities.

Recreation Committee - - Director Kassian, Chairman, Recreation Committee, reported the committee met on September 16 to review and consider recreation grant applications. At that time, 14 projects were awarded funding for a total amount of \$436,257.

MR&I Committee - - Director Kaiser, Chairman, MR&I Committee, reported the committee met on August 19 to review 11 rural water applications and one municipal application submitted by the August 1 deadline for the Water Supply Assistance Grant Program (WSAGP). Total funding awarded to the rural applicants came to \$73,155 and \$1,080 for the municipal applicant.

The committee met again on September 16 because the unincorporated town of McLeod had been working on getting rural water hookups all summer, and the contractor was finally able to get them an estimate and start work in September. This consisted of eight service hookups with Southeast Water Users District. In addition, five other applications were received so the committee also considered them at that time. Thirteen total WSAGP applicants were awarded funding for rural water projects totaling \$63,747.

Director Kaiser added so far in 2024, funding of \$266,019 has been awarded from the WSAGP.

MR&I Funding Approval

Ms. Mooridian reported the Bureau of Reclamation has confirmed 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.

Ms. Mooridian stated the State Water Commission (SWC) and Garrison Diversion's Executive Committee have approved the allocation of \$10.7 million of FY2024 MR&I funding. The NAWS Project will receive \$7.7 million. Of that amount, \$5.7 million will go toward regular MR&I funding and \$2 million will be for Bipartisan Infrastructure Law (BIL) funding. The other \$3 million will go to the Eastern North Dakota Alternate Water Supply Project (ENDAWS). Funds are also held out for program administration.

MR&I Construction Reports

Ms. Mooridian referred to the MR&I construction report dated September 20. Total 2024 MR&I expenditures are \$4,935,885. Remaining federal MR&I funds are \$16,597,037. The 2024 BIL funding expenditures are \$3,564,292, which was for the NAWS Project. Remaining funds are \$36,980,707. Copies of these reports are attached to these minutes as Annex III.

MR&I Program Cost Ceiling

Ms. Mooridian commented with the approved FY2024 funds, this closes out the MR&I Program cost ceiling in the Dakota Water Resources Act of 2000.

Red River Valley Committee - - Director Vein, Chairman, Red River Valley (RRV) Committee, commented on the various meetings he has attended addressing RRV issues, including the RRV Committee on September 25. As a result, many of these items will be addressed and acted upon today.

RRVWSP UPDATE**Construction Update**Contract 5B

Garney Construction is the contractor on Contract 5B, which is nine miles of pipeline. This contract is 86 percent complete.

Garney is about a year behind schedule and has been notified they are currently working under liquidated damages. So far, they have accrued over \$500,000 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.

Contract 5C

Oscar Renda Contracting is the contractor on Contract 5C. This is an eight-mile pipeline contract. Approximately two and a half miles of pipe have been installed making it 31 percent complete.

Kip Kovar, District Engineer, Garrison Diversion, said Oscar Renda 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. They are installing approximately 1,000 feet of pipe 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.

Contract 5D

Carstensen Contracting is the contractor on Contract 5D. The contract is for ten miles of pipe, and they have installed a little over two miles. The contract is 24 percent complete.

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 maintenance was also switched to an 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.

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 Update - - Mr. Kovar referred to the RRVWSP Work Plan Update dated September 6, 2024, which summarizes the status of ongoing projects. A copy of the work plan is attached to these minutes as Annex IV.

Mr. Kovar also reviewed the consolidated financial performance of the RRVWSP active construction contracts.

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	\$(332,709.58)
% Change	(0.2%)

Contract 5B**Change Order No. 5**

Kurt Ronnekamp, Black & Veatch (BV), referred to Contract B, Task Order 5532, Change Order No. 5, which consists of off-site dewatering discharge, road maintenance repairs, ditch cleaning and topsoil maintenance. He provided a breakdown of the overall costs, which come to a grand total of \$720,283.91.

Mr. Ronnekamp reported Garney is being required to take water from the easement and pipe/pump it several miles continuously so it does not impact adjacent landowners. The three elements of road maintenance repair are an increase in the reimbursement rate to Foster County, more frequent blading and dust control application, as well as additional rock and aggregate for repair of soft spots, along with miscellaneous items including ditch cleaning and stabilization of topsoil stockpiles.

Mr. Ronnekamp stated this change order has been reviewed in detail by the LAWA Technical Advisory Committee (TAC) and Garrison Diversion's RRV Committee, which was then approved by the LAWA Board and Garrison Diversion's Executive Committee with the addition of 12 contract extension days to the contract.

Liquidated Damages

Mr. Ronnekamp said another item considered by the LAWA Board and Garrison Diversion Executive Committee is liquidated damages. Garney has been accruing liquidated damages of almost \$2,000 per day, which currently total around \$553,000. The project team was directed by the Executive Committee and the LAWA Board to conduct a payment setoff from Garney's October pay application in the amount of \$500,000 for liquidated damages and all subsequent pay requests moving forward will calculate the actual accrued liquidated damages and make the appropriate adjustment to each one of the invoices and pay applications.

Mr. Ronnekamp added Garney has been notified of the payment setoff, and they do not agree to this provision of the contract being implemented. In their response letter, Garney indicated that almost \$4 million is currently being held in retainage by Garrison Diversion. Garney believes any liquidated damages would be covered by that retainage.

Contract 6A – Red River Valley Transmission Pipeline**Invitation to Bid**

Mr. Kovar stated Contract 6A begins east of the James River and ends north of Kensal. 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 V.

Mr. Kovar added bid opening is November 7. The 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 and the SWC.

Ms. Mooridian added in order to proceed with Series D2, the Memorandum of Commitments (MOC) which will be included in the financing agreements need to be approved by October 25. Then everyone who has signed the MOC needs to approve the Series D2 Interim Finance Agreement by December 7. 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 biennia. He added the LAWA Board and the RRV Committee have approved this concept if it is allowed by the SWC.

Ms. Mooridian reported she had a conference call with SWC staff, and they indicated this has never been done before but suggested an official letter of request be submitted to the SWC to retain the 2021-2023 biennium funding. She added a request may need to be made to the state legislature as well.

Ms. Mooridian added she is uncertain as to whether there is that much money to carry over from the 2021-2023 biennium. She will work with the engineering team to determine the contingency amount remaining.

Motion by Director Metzger to approve 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 Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Boote, Cayko, Cook, Forde, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, Knorr, Koeser, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Blanchfield, Hanretty and Krueger. 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 requested a special meeting with the Foster County Commission to further discuss the road issue, which was held on October 2. Tom Erdmann, Mayor of Carrington and LAWA Board member, as well as Foster County Director Steve Metzger also attended the meeting. At that time, the county commission approved allowing an open cut on the Jackson highway and the Kensal highway for a payment of \$10,000 each to the county with the understanding that Garrison Diversion will forever maintain any repairs to the highways.

Mr. Kovar added Foster County is still working on its permit process within the entire county. This may take quite some time, but the county may require an application fee in the future.

Motion by Director Klosterman to approve paying Foster County a total of \$20,000 to perform two open cuts; one on Jackson highway (Contract 5D) and one on Kensal highway (Contract 6A) at a cost of \$10,000 each. Second by Directo Boote. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Boote, Cayko, Cook, Forde, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, Knorr, Koeser, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Blanchfield, Hanretty and Krueger. Motion carried.

Wells County Permits & Zoning

Mr. Kovar reported before pipeline construction began in Wells County, Garrison Diversion gave a project update to the county commission. At that time, Garrison Diversion asked if there were any permits to be followed. The county indicated there was not a permit process but asked that Garrison Diversion work with the road superintendent and the township boards.

At a later date, Wells County Director, Bill Ongstad, had Garrison Diversion representatives attend a Wells County meeting to provide an update on the RRVWSP. No permits were mentioned at that time; however, a few days later a conditional use permit was received from Wells County. The permit was completed, the fee paid and the form submitted.

Mr. Kovar stated the chairman of the Wells County Planning and Zoning Committee then contacted Garrison Diversion expressing his concern about working in Wells County without a proper permit. Garrison Diversion representatives then attended the Planning and Zoning Committee meeting, and the committee's recommendation to the full commission was to deny the conditional use permit. This week Garrison Diversion representatives went back to the Wells County Commission meeting, and the discussion went very well. At that time, the conditional use permit was approved.

Mr. Kovar added it is very important to take care of the roads in the three-mile section we are currently in on Contract 5C because we will have to come back to Wells County to complete the project.

Mr. Kovar also informed the board Garrison Diversion will start using the existing GIS database for the project, which is the WMX platform, to track all county/township agreements. This was a suggestion that came out of the last LAWA Board meeting.

Facilities & Pipeline Design Update - - Paul Boersma, BV, provided an update on the status of pipeline design. Contracts 3, 4, 6 and 7 are at 60 percent design and will quickly be moving

to 90 percent design; therefore, a lot of pipeline contracts will be ready to bid next biennium. By mid-2025, all but 21 miles of the 125-mile pipeline will be designed.

Mr. Boersma 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. All 65 easements, largely in Contract 5, are in hand. All 17 parcels on Contract 6A, which is being advertised for 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. Boersma next provided a facility design update showing the location of various facilities near the McClusky Canal. Authorization was given to BV 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.

Mr. Boersma explained the overall facility design philosophy, when the RRVWSP is at maximum flow, it will have the state's largest water supply pumps and treatment plant; however, it will not always be flowing full. Most times it will flow at a relatively low percentage. When thinking about the design philosophy, the pumps and the treatment plant will be at two different operating levels. One is for the base flow, which will operate all the time. Then there are times the project will be ramped into high gear and operating at a much higher flow going through the system.

Operating stages:

Base Flow. Operates approximately 80 percent of the time at flows less than 20 cfs. Chemical storage and other ancillary equipment designed primarily considering base flow.

Moderate Drought Years. Flex up to approximately 60 to 100 cfs once per decade. Flows may need to flex up to 165 cfs for a few months during such a condition.

Extreme Drought Years. Continuation of moderate drought years. May operate at full capacity for a few or more years.

Mr. Boersma shared information regarding the preliminary site/grading plan for the biota water treatment plant, which will be located north of McClusky along the McClusky Canal. Many conversations have been had with the Bureau of Reclamation (Reclamation) regarding the layout and location of the facility, which will look and operate much like the Missouri River Intake & Tunnel.

Mr. Boersma added Reclamation has given approval to formally start the site investigations, including environmental assessment, soil borings and cultural assessment.

2023-2025 Biennium Work Plan/Budget - - Mr. Kovar referred to the RRVWSP 2023-2025 Work Plan with a total budget amount of \$240 million. The one outstanding item is Contract 6A. A copy of the work plan is attached to these minutes as Annex VI.

Program Schedule - - Ms. Mooridian referred to the RRVWSP Program Schedule dated September 30, 2024, showing the timeline of the RRVWSP construction projects. Much of what is included in the schedule has been covered earlier today. It is included for the board's reference.

User Engagement Update - - Steve Burian, Burian & Associates, provided an update on user engagement, reporting meetings were held at Lisbon, Oakes and Minto this week. He presented a map of the prospective users and reviewed general responses and a breakdown of capacity according to system approvals, positive feedback/potential users, unknowns, reduced nominations and declinations. 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 are in the process of approving the MOC and Series D2 work. Carrington reduced its nomination from to 2.5 cfs to 0.5 cfs.

New information included on the map are the counties interested in the RRVWSP and engaged in user meetings.

Shawn Gaddie, Advanced Engineering & Environmental Services (AE2S), stated the user outreach team has met with every prospective user at least once except the City of Park River; although, the mayor of Park River was at the Minto meeting so a brief conversation did take place with him at that time. They have also met with a handful of systems of counties/cities that are outside of the Project Development Agreement, and there are very new in those conversations. 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.

Mr. Gaddie stated when looking at the uncommitted users, obviously cost is a big consideration. A big concern at this time is Measure 4, which is the property tax measure. It is hard for counties and cities with large budgets to know what committing to the project will look like for them long term without knowing the outcome on the vote and whether that tax revenue will still be there for them moving forward. Also, when considering costs, if the potential federal funding for the project is successful, this will likely cause some big swings in user signups.

Many of the users have the intent to nominate but there are also unknowns as to how they will nominate. The counties and a few of the cities are in discussions regarding cooperative nomination, but the structure to that is very much in its infancy. Overall, there are a lot of positive conversations but how the unknowns are balanced out is a big piece of what needs to be worked through with the users.

Mr. Gaddie commented the messaging to the users should be refined moving forward. There needs to be clarity provided on what signing or not signing the MOC means at this time, and there was some clarity provided today on the timing. An approach also needs to be determined with users who need more time to understand and decide if the MOC timing will remain flexible and what is the likely PPA signing deadline. The suggested deadline date for signing is currently October 25.

It is being clarified to the users if they do not sign the MOC by the deadline, it does not mean they are out of the project. It will not preclude the user from signing the PPA. A deadline for signing the PPA could be the middle of 2025. There is no penalty for not signing the MOC by the end of October. There is a state requirement of a late-comer fee if the PPA is not signed on time.

Proposed Assurance Policy - - Mr. Gaddie stated at the September 25 LAWA Board meeting, during the discussion on user engagement, it was recognized when considering small user participation in the RRVWSP, many users are speculative about making a commitment. Many of the users believe they will have a need for the water and they will be able to put that water to use, but they cannot exactly say for what, when and how much.

The idea was proposed by Mayor Bochenski and Mayor Mahoney to provide an assurance policy where users could sign up for the RRVWSP and, if they did not put the project to use at some point in the future, they would have an off-ramp clause written in to the PPA for Grand Forks and Fargo to buyout that system.

Brent Bogar, AE2S, said both mayors felt, after hearing from the smaller users who were not certain at what level they could commit to the project, an assurance policy was needed. The concept presented, 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 now and down the road it is determined the RRVWSP does not provide any benefits to them as a user, Grand Forks and Fargo would buy back and refund a portion of what the user paid in. He is currently working with John Shockley, Ohnstad Twichell, on the details. He hopes to have an outline ready for Fargo and Grand Forks by the end of the month. The topic will then be on their city commission agendas in November.

Legislative Update - - Mr. Bogar reported a legislative group made up of LAWA and Garrison Diversion leadership had its first meeting recently. They will be defining the strategy for going into the upcoming legislative session. Last session there was legislative intent included with the approved funding for the RRVWSP. In that intent was a funding schedule by biennium to complete the project in ten years. The dollar amount has already been outlined so the primary objective is to continue to move forward and encourage the legislature to follow through with the legislative intent.

Mr. Bogar said Terry Effertz, Garrison Diversion's lobbyist, has been watching for and having conversations with state legislators in regard to any bills that may impact the project.

State funding is also being looked at with revenues continuing to be above forecast. Work will take place with the DWR to determine what the carryover number is and what that might mean in regard to funding for projects.

Mr. Bogar also reported a meeting was held with Kelly Armstrong earlier this week to brief him on the project, which included the officers from Garrison Diversion.

Financial Update

Federal Funding Update

Ms. Mooridian reported Senator Hoeven's bill S.4996, Dakota Water Resources Act (DWRA) Amendments, to increase authorization on the federal MR&I cost ceiling has been submitted

and is now sitting in the Energy & Natural Resources (ENR) Committee. This includes \$454 million for the ENDAWS project features, which is indexed. The financial team has been evaluating potential benefits for the users and the state.

A letter of opposition was received regarding S.4996, mainly aimed toward ENDAWS, from the American Waterways Council and American Waterways Operators, who do not want water taken from the Missouri or Mississippi Rivers because they feel it would adversely affect navigation. The DWR is preparing a letter to the chairman of the ENR Committee addressing the concerns that were raised by the two organizations, and Garrison Diversion will also be preparing a letter.

Ms. Mooridian referred to the September 4, 2024, joint letter submitted to the U.S. Senate Committee on ENR on behalf of Garrison Diversion, LAWA, the DWR and the North Dakota Rural Water Systems Association in support of the DWRA Amendments. A breakdown of the project and funding requests are included with the letter. The total bill is for \$1.4 billion, including \$687 million for state projects and \$743 million for tribal projects. A copy of the letter is attached to these minutes as Annex VII.

Ms. Mooridian described the ENDAWS project features eligible for federal funding, including the McClusky Canal intake, biota water treatment plant and main pump station. The \$454 million for ENDAWS is broken out by project feature and when funding will be needed in the table below. The total dollar amount of the ENDAWS features is \$595.37 million; however, DWRA requires a 75/25 percent cost share; thus the \$454 million on the federal side.

YEAR OF COMMITMENT	FUNDING AMOUNT (\$M)	FEDERAL REQUEST (75%)	ENDAWS PROJECT FEATURES
2023	\$5.49	\$4.12	Pipeline Contract 3 Design
2024	\$0.00	\$0.00	
2025	\$124.04	\$93.03	Pipeline Contract 1 and 2 Design, Contract 3 Construction, Biota WTP Design
2026	\$177.04	\$132.78	Pipeline Contract 1 and 2 Construction
2027	\$9.72	\$7.29	McClusky Intake and PS Design, Hydraulic Break Tanks Design
2028	\$195.21*	\$154.31*	Biota WTP Construction* (Includes 100% of increase in cost for UV Treatment)
2029	\$0.00	\$0.00	
2030	\$83.88	\$62.91	McClusky Intake and PS Construction, Hydraulic Break Tanks Construction
TOTAL	\$595.37	\$454.43	

Mr. Gaddie said when work started with Senator Hoeven's office and providing them the values, everything was submitted on an indexed basis. An analysis was done with the engineering team to understand the timing of when projects would happen for the eligible federal projects within the financial model, ultimately indexing them forward based on inflation assumptions and using that information to create the commitment amount and a spend schedule.

Mr. Gaddie commented the projected spend relative to the ENDAWS features is \$595.37 million with \$673.63 million related to the state features for a total forecasted project spend of \$1.27 billion. The early spends, such as the Missouri River Intake, pipeline contracts and discharge structure have primarily been state dollars. The ENDAWS facilities are the federal dollars.

As S.4996 has gotten some momentum, the financial team has been looking how the federal dollars could potentially benefit both the local and the state side of the equation. If the ENDAWS federal funding was to be treated to how MR&I dollars are currently treated, essentially there would be no net change on the costs at the local level to the users. Currently, 75/25 is what is used for cost share with the state. MR&I dollars supplant state cost share in that type of scenario. Under the 75/25 with no sharing in the benefits with the state, the total annual local cost of the financing, operation, maintenance, administration and reserving of the project is projected to be \$13.5 million. The year 2034 is currently projected for project startup and all annual costs are being incurred.

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 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. This strategy needs to continue with legislative leadership as the federal funding discussion moves forward.

Federal MR&I Funding Update

Fiscal Year 2023/Fiscal Year 2024 Funding

Ms. Mooridian stated FY2023 MR&I funding includes \$1.5 million for ENDAWS. For FY2024 MR&I funding, the Executive Committee and the SWC approved \$3 million for ENDAWS. Consistent with current MR&I requirements, this will require a 25 percent local match of \$1.5 million. This would provide a total of \$6 million to work on more design for ENDAWS features through the current cooperative agreement with Reclamation, allowing the purchase of easements and work on facility design. No construction can be done through this cooperative agreement.

Local Match Requirement

Ms. Mooridian said the portion missing is the \$1.5 million local cost share. The match dollars are beyond what was approved in the Series D financial total, which was \$60 million. The financing team has been in conversations with the BND, and they have indicated an additional \$1.5 million is available in the WIRLF.

Ms. Mooridian reported the LAWA Board and Garrison Diversion's RRV and Executive Committees approved moving forward with a small Series E Interim Finance Agreement to match the MR&I funding.

Ms. Mooridian commented the mayors of Fargo and Grand Forks stated their cities will back the Series E loan. Legal counsel is currently working on a draft agreement, which will go to Garrison Diversion's and the BND's bond attorneys and follow the same process as Series D2.

Ms. Mooridian added a letter will be submitted to the SWC asking for the additional \$1.5 million. As with all WIRLF funds, the SWC must also approve this. The request is due by October 29 and will be heard at the SWC Pre-Commission meeting on November 14 and the SWC meeting on December 13.

Series D2 Financing Agreement

Loan Extension Approval

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.

Federal Cost of Water Review

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.

RRVWSP UPDATE

Project Cost Outlay Updates - - Mr. Gaddie stated there has been recent information broadly shared among the prospective RRVWSP users regarding their share of D2 financing and what the costs will be over time. In addition, information was provided as to what those terms will be with BND terms applied and how that has changed some of the original forecasts. He provided an updated summary as follows:

- Original Outlays Developed February 2024
- Series D2 discussions with BND have provided additional clarity regarding timing and shaping of costs

- Approximately 11% reduction to costs at start up (year 2034) are projected due to changes
- All systems summaries have been updated based on revised amortizations and are in the process of being shared with all prospective users

Mr. Gaddie also shared a slide showing an updated project cost outlay with projected annual cost participation upon execution of the MOC and the PPA on the RRVWSP core system using the Southeast Water Users District as a system example.

The board recessed at 4:20 p.m. and reconvened at 8:30 a.m. on October 11.

EXECUTIVE SESSION

Motion by Director Tweed to enter into Executive Session pursuant to N.D.C.C § 44-04-11.2 to discuss the status of negotiations in litigation regarding remaining owners within Red River Valley Water Supply Pipeline segments 4, 6, 7 and Eastern North Dakota Alternate Water Supply with legal counsel. Second by Director Vein. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Boote, Cayko, Cook, Forde, Kaiser, Kassian, Klein, Klosterman, Koeser, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Blanchfield, Hanretty, Johnson, Knorr and Krueger. Motion carried.

Executive Session began at 8:32 a.m.

Motion by Director Orn to leave Executive Session and enter into regular session. Second by Director Cayko. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Boote, Cayko, Cook, Forde, Kaiser, Kassian, Klein, Klosterman, Koeser, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Blanchfield, Hanretty, Johnson, Knorr and Krueger. Motion carried.

Executive Session ended and the board entered back into Regular Session at 9:24 a.m.

Motion by Director Klosterman authorizing counsel to offer to pay the remaining Wells County landowners 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 amounts and yields, to resolve eminent domain litigation and obtain easements. In addition, motion is subject to consultation with Lake Agassiz Water Authority leadership. Second by Director Metzger. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Boote, Cayko, Cook, Forde, Kaiser, Kassian, Klein, Klosterman, Koeser, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Blanchfield, Hanretty, Johnson, Knorr and Krueger. Motion carried.

BUREAU OF RECLAMATION REPORT

Joe Hall, Area Manager, Reclamation, referred to Reclamation's October 2024 report and provided highlights from ongoing projects involving Garrison Diversion. A copy of the report is attached to these minutes as Annex VIII.

MR&I Program - - Mr. Hall reiterated S.4996 (Dakota Water Resources Act Amendments of 2024) was introduced to the Senate Committee. The Commissioner of Reclamation testified in favor of the bill. There have been questions received from the State of Missouri.

Cofferdam Removal - - Mr. Hall reported a letter was received from the state requesting a meeting to discuss the cofferdam removal at the Snake Creek Pumping Plant (SCPP). He will be working with Mr. Kovar and the state on how to proceed with this issue.

Meeting with Regional Office - - Mr. Hall also reported he is working to schedule a meeting between Garrison Diversion and Reclamation's regional director/staff in Carrington the third week of November to discuss the New Rockford Canal, storing water at Jamestown and the McClusky Canal.

ND WATER USERS/IRRIGATION ASSOCIATION REPORT

Dani Quissell, North Dakota Water Users/Irrigation Association (NDIA), reported on the upcoming annual Water Convention, stating the draft agenda and registration has been sent out. Nominations are being sought for the various water awards, which are due by the end of the month.

Work continues on the irrigation feasibility study. An intermediate report has been put together that is being reviewed. The first two phases of the study are complete. These look at soil types and land use. Phase three will look at water and power availability.

Ms. Quissell informed the board the National Water Resources Association (NWRA) has announced their new executive vice president, who is Greg Morrison from Idaho. An invitation will be offered for him to attend the Water Convention in December.

OPERATION & MAINTENANCE (O&M) UPDATE

Ryan Anderson, Engineer, Garrison Diversion, provided an update on projects completed by the O&M crews with annual maintenance. Projects have included mowing, blading and water deliveries. Assistance was also provided to Reclamation with jetting the wells at the Jamestown Reservoir and helping the DWR with cleaning the Devils Lake's east end outlet intake. Crews have also been heavily involved with retrofitting the SCPP for the NAWS Project.

Mr. Anderson shared a drone video of the slide repair work along the McClusky Canal. So far this year, about 130,000 cubic yards of material has been moved. The 4:1 slope throughout the project has been completed. Approximately 2.7 million cubic yards of material has been moved on this project to date.

Mr. Anderson stated the canal invert remains to be cleaned out in order to move the 500 cfs of water the canal is designed for. Approximately 45,000 cubic yards of material has been removed on the invert to date.

Mr. Anderson added approximately \$10 million has been expended on the slide repair project, leaving \$17.5 million remaining.

Winter operations will consist of hauling rock, helping at the SSCP and other normal winter operations.

IRRIGATION UPDATE

Mr. Anderson referred to the map showing irrigated acres along the McClusky Canal. All irrigation pumps were pulled this week. He did not have any calls regarding new irrigation along the canal this year. He does have an ongoing project coming off of Lake Audubon. That process is still being worked out.

SNAKE CREEK DAM SAFETY MODIFICATION STUDY

Mr. Kovar referred to the latest comments submitted to the Army Corps of Engineers (Corps) regarding the Snake Creek Dam Safety 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 IX.

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 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 Safety 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 being asked for the report to conclude with which structural fix would be recommended and accurate cost estimates.

BURLEIGH COUNTY COMMISSION MEETING

Director Kassian reported he attended the Burleigh County Commission meeting recently on behalf of Garrison Diversion. At that time, he addressed the commission concerning the county's desire to withdraw as a member of the Garrison Diversion Conservancy District. The commission believes for the amount of taxes Burleigh County pays on the one mill levy annually, they are not seeing a benefit of being a part of the organization.

Tami Norgard, Vogel Law Firm, stated she also attended the commission meeting. One of the items the commissioners had issues with was the recreation program and felt it strayed from Garrison Diversion's mission. They also felt there were no irrigation benefits to them and wanted to make sure their tax dollars were not going toward the RR/VWSP.

Ms. Norgard said the commission's comments are being passed along for Garrison Diversion board's benefit and consideration. The commission asked about the process for petitioning out as a member. She provided them with that information and also gave them the standard review, which states if the county receives any benefit, in whole or in part, they are not able to leave the Garrison Diversion Conservancy District.

Chairman Walter stated he, too, was at the commission meeting. He asked Ms. Mooridian and Mr. DeKrey to respond to Burleigh County, including a report with the county's numbers. He would also like them to research Burleigh County's reason for joining Garrison Diversion since the county was not an original member but petitioned to join in 1988.

Ms. Norgard suggested addressing the recreation program; why it was developed and its criteria when responding to Burleigh County.

Chairman Walter commented no action was taken by the county commission at the meeting; however, they will be addressing the issue again at its next meeting.

DEPARTMENT OF WATER RESOURCES REPORT

Missouri River Intake Options Analysis

Pat Fridgen, DWR, reported the DWR worked with Garrison Diversion, as well as the Department of Commerce, on the Missouri River Intake Options Analysis. This report was required as part of SB2020, Section 19, to look at different options for the Missouri River Intake. The report was submitted to executive leadership, as well as the legislative council. In terms of the report itself, it is important to provide information on the historical background of the RRVWSP as it has evolved over time, starting with the federal efforts and transitioning to a state and local project. It also explains the Missouri River is by far the most reliable surface water supply in the state and the transition to ENDAWS.

The report comments on the Snake Creek embankment issue. In terms of the intake being available for redundancy, that is a really important factor in the big picture. If the Corps is looking at operational fixes for what is happening at Snake Creek right now instead of a structural fix, that does put Garrison Diversion Unit works in jeopardy potentially in the future. It is important to lay that issue out for the legislature.

In addition, the report gets into the potential options for water use of the intake, laying out the situation with Washburn, Riverdale, McLean-Sheridan Rural Water District and some of their subsequent users plus industrial development. The report goes through the municipal options with those potential users.

The Department of Commerce was very helpful in providing information related to potential industrial opportunities evolving in the state by region. It also lays out the total potential industrial water needs that are out there being anywhere from 17,500 to 88,800 gallons per minute (gpm).

Ultimately, the purpose of the report was to provide recommendations to legislative leadership. The four recommendations included in the report are: 1) Garrison Diversion continues ongoing discussions with the City of Washburn to utilize the Missouri River intake as its new/replacement water supply, 2) Garrison Diversion continues ongoing discussions with Riverdale to utilize the Missouri River intake as its new/replacement water supply, 3)

Department of Commerce will continue to lead efforts to work with industrial users interested in locating in North Dakota and could benefit from utilizing the Missouri River intake 4) DWR, Garrison Diversion and LAWA continue discussions with the Corps to implement a structural approach to the Snake Creek embankment deficiencies.

In the conclusions, one of the statements they tried to emphasize is the intake, at its location south of Washburn, is well positioned to support future water demands for domestic water users as well as future economic development opportunities.

Mr. Fridgen added this report was really worthwhile to put together and a great team effort.

S.4996

Mr. Fridgen also mentioned the opposition letters received on the DWRA Amendments, stating the comments were unsubstantiated and mostly falsely implying North Dakota's withdrawals for its big regional water supply projects would have impacts to navigation, farm commodities, etc. The DWR will be working closely with Garrison Diversion to put together a response letter that will be substantiated with data showing that is, in fact, not the case. North Dakota does have rights to Missouri River water.

Commission Meeting

Mr. Fridgen reported the SWC met October 10 and approved about \$9.1 million in cost share requests. Of those requests, seven were related to low head dam roller effect mitigation efforts.

GENERAL MANAGER'S REPORT

Career Expos - - Mr. DeKrey reported Garrison Diversion staff recently attended career fairs at the University of North Dakota in Grand Forks and North Dakota State University in Fargo looking for possible engineering recruits.

Human Resource Services - - Mr. DeKrey stated Garrison Diversion put out a request for proposals quite some time ago regarding assistance with human resource services. A meeting was recently held between Garrison Diversion staff/officers and Tanya Wieler, Dakota Dynamics. They were all happy with Ms. Wieler and recommend Garrison Diversion hire Dakota Dynamics for human resource services. A copy of the Dakota Dynamics agreement is attached to these minutes as Annex X.

Ms. Mooridian commented the first thing on the list for Ms. Wieler to address is Garrison Diversion's Employee Handbook, which has not had a thorough review since 2018.

Motion by Director Koeser to approve the agreement between Garrison Diversion and Dakota Dynamics for human resource services. Second by Director Cayko. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Boote, Cayko, Cook, Forde, Johnson, Kaiser, Kassian, Klein, Klosterman, Koeser, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Blanchfield, Hanretty, Knorr and Krueger. Motion carried.

Executive Committee Positions - - Mr. DeKrey reported seven directors on the Executive Committee have terms expiring the end of December. Two are eligible to run again in their present positions. Any board members interested in serving on the Executive Committee or interested in an officer position should let the Nominating Committee know once one is appointed.

TRIP REPORTS

Trip reports were provided by staff and directors who attended the National Water Resources Water Pro and NWRA Conferences. Written reports are included in the meeting packet.

FUTURE MEETINGS

Chairman Walter reviewed the list of upcoming meetings and events.

OTHER

Directors Koeser and Cayko gave farewell addresses to the board. The board and staff thanked them for their years of dedicated service.

Motion by Director Cayko to adjourn the meeting. Second by Director Koeser. Upon voice vote, motion carried.

The meeting adjourned at 10:30 a.m.

(SEAL)

Alan Walter, Chairman

Duane DeKrey, Secretary

REGISTRATION

BOARD OF DIRECTORS
Garrison Diversion Conservancy District
Carrington, North Dakota
October 10 & 11, 2024

NAME	ADDRESS
<i>Lisa Schaper</i>	<i>Good</i>
VANCE MILLER	BV
<i>Kurt Roneykamp</i>	BV
<i>Scott Mehring</i>	GDCD
<i>Meri M. Hild</i>	GDCD
<i>Joe Hall</i>	GDCD
<i>Ashley Reismauer</i>	GDCD
<i>Sabina Schert</i>	GDCD
<i>Mark Begger</i>	SWA,
<i>Ryan Anderson</i>	GDCD
BRENT FRICKSON	AEZS
<i>STAN GADDIG</i>	AEZS
DARNELL CASTEEL	AEZS
<i>Paul Boersma</i>	BV
<i>Brent Boger</i>	AEZS
Steve L. Burian	Burian & Associates, LLC
Tami Norgard	Vogel Law Firm
On line	
Joe Zauner	American Pipe
RJ Pathroff	Vogel Law Firm
Dani Quissell	ND Water Users
Pat Fridgen	Dept. of Water Resources
Jarret Bauer	Garrison Diversion

Garrison Diversion Conservancy District						
Combined Statement of Revenues and Expenses						
For the Nine Months Ending September 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
Revenues:						
Irrigation Admin	1,334					1,334
Miscellaneous Income	2,025				384	2,409
Interest Income	622,242	256	6,900	49,900	4,955	684,253
Tax Levy	4,481,911					4,481,911
State Aid Distribution	218,667					218,667
Contract Revenue	52,515	8,571,610	3,390,784	55,391,733	237,844	67,644,486
Non-Project Income			273,603			273,603
Total Revenues	\$5,378,694	\$8,571,866	\$3,671,287	\$55,441,633	\$243,183	\$73,306,663
Expenditures:						
Director Expense	141,105					141,105
Employee Expense	920,853	57,534	1,800,514			2,778,901
Administrative Expense	207,268		78,439			285,707
Public Education	83,164					83,164
Professional Services	191,398		111,521	571,316		874,235
Irrigation Development	60,000					60,000
Water Supply Projects	124,623					124,623
GDCD Recreation Project	730,202					730,202
DWRA Recreation Project	2,592					2,592
Maintenance & Repairs	54,103		492,140		176,224	722,467
Capital Purchases	426,267		767,139			1,193,406
Construction in Progress				49,635,900		49,635,900
MR&I Project Expenses		8,500,179				8,500,179
Principal Debt Payments				216,994	57,363	274,357
Interest Payments				114,497	17,834	132,331
Total Expenditures *	\$ 2,941,575	\$ 8,557,713	\$ 3,249,753	\$ 50,538,707	\$ 251,421	\$ 65,539,169
Transfer In/Out	570,236	(13,898)	(556,338)	-	-	\$ -
Revenues Over Expenditures	\$ 3,007,355	\$ 255	\$ (134,804)	\$ 4,902,926	\$ (8,238)	\$ 7,767,494
Net Change in Assets	2,325,069		(1,644)	2,000,000	(9,437)	\$ 4,313,988
Ending Bank Balance	\$ 11,567,432	\$ 5,747	\$ 485,386	\$ 8,361,317	\$ 147,981	\$ 20,567,863

GARRISON DIVERSION CONSERVANCY DISTRICT				
INCOME BUDGET ANALYSIS STATEMENT				
For the Nine Months Ending September 30, 2024				
General, O&M MR&I, RRVWSP, and Irrigation Funds	Budget for 2024	Income Received to Sept 30, 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	\$ 684,253	185.6%	\$ (315,493)
Tax Levy	\$ 3,993,080	\$ 4,481,911	112.2%	\$ (488,831)
State Aid	\$ 196,920	\$ 218,667	111.0%	\$ (21,747)
General Fund Contract Revenue	\$ 72,000	\$ 52,515	72.9%	\$ 19,485
O&M Contract Revenue	\$ 5,255,118	\$ 3,390,784	75.6%	\$ 1,864,334
MR&I Contract Revenue	\$ 30,104,940	\$ 8,571,610	28.5%	\$ 21,533,330
RRVWSP Contract Revenue	\$120,663,000	\$ 55,391,733	45.9%	\$ 65,271,267
Irrigation Fund Revenue	\$ 633,400	\$ 237,844	37.6%	\$ 395,556
Project Revenue	\$ -	\$ -	0.0%	\$ -
Non-Project Revenue	\$ 193,000	\$ 273,603	141.8%	\$ (80,603)
Total Revenues	\$161,481,193	\$73,306,663	45.4%	\$88,174,530

GARRISON DIVERSION CONSERVANCY DISTRICT						
Expense Budget Analysis Statement						
For the Nine Months Ending September 30, 2024						
General, O&M MR&I, RRVWSP, and Irrigation Funds	Expenditures		Expenditures		Percentage	Balance of Budget
	Budget for 2023	Charged to 2023 Budget	Budget for 2024	Expenditures to Sept 30, 2024	Spent Amount Budgeted	
Expenses						
Director Expenses	\$ 272,000	\$ 271,960	\$ 255,000	\$ 141,105	55.3%	\$ 113,895
Employee Expenses	\$ 3,795,799	\$ 3,561,540	\$ 4,227,400	\$ 2,778,901	65.7%	\$ 1,448,499
Administrative Expenses	\$ 503,500	\$ 359,574	\$ 331,800	\$ 285,707	86.1%	\$ 46,093
Public Education	\$ 157,000	\$ 81,523	\$ 193,000	\$ 83,164	43.1%	\$ 109,836
Professional Services	\$ 1,600,900	\$ 1,209,293	\$ 2,310,500	\$ 874,235	37.8%	\$ 1,436,265
Irrigation Development	\$ 269,875	\$ 230,780	\$ 123,000	\$ 60,000	48.8%	\$ 63,000
Water Supply Program	\$ 300,000	\$ 224,683	\$ 300,000	\$ 124,623	41.5%	\$ 175,377
GDCD Recreation Grant Program	\$ 850,000	\$ 805,891	\$ 850,000	\$ 730,202	85.9%	\$ 119,798
DWRA Recreation Program	\$ 10,000	\$ 4,040	\$ 10,000	\$ 2,592	25.9%	\$ 7,408
Irrigation District Expense	\$ 2,000	\$ -	\$ 2,000	\$ -	0.0%	\$ 2,000
Maintenance & Repairs	\$ 1,695,706	\$ 1,262,307	\$ 1,273,100	\$ 722,467	56.7%	\$ 550,633
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	\$ 49,635,900	41.8%	\$ 69,114,100
MR&I Fund	\$ 20,000,000	\$ 18,914,984	\$ 30,000,000	\$ 8,500,179	28.3%	\$ 21,499,821
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
Total Expenses	\$ 63,077,445	\$ 60,129,443	\$ 161,162,597	\$ 65,539,169	40.7%	\$ 95,623,428
Transfers In/Out						
MR&I	\$ 23,000	\$ 12,767	\$ 23,000	\$ 13,898	60.4%	\$ 9,102
O&M	\$ 920,000	\$ 486,790	\$ 698,418	\$ 556,338	79.7%	\$ 142,080
Irrigation	\$ -	\$ 316,304	\$ -	\$ -	0%	\$ -
RRVWSP	\$ -	\$ (1,628,156)	\$ -	\$ -	0.0%	\$ -
Total Transfers Out	\$ 943,000	\$ (812,295)	\$ 721,418	\$ 570,236	79.0%	\$ 151,182
Total Expenses & Transfers Out	\$ 64,020,445	\$ 59,317,148	\$ 161,884,015	\$ 66,109,405	40.8%	\$ 95,774,610

GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES STATEMENT September 30, 2024	
OPERATING RESERVE	
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.	\$6,276,667.61
O&M EMERGENCY RESERVE	
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
DEFICIENCY RESERVE	
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
PROJECT DEVELOPMENT RESERVE	
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
TOTAL GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES	\$8,692,260.59

Garrison Diversion Conservancy District				
Funds in Bank of North Dakota				
September 30, 2024				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	0.25%		\$ 1,564,784.21
General	Water Assistance Grant Outstanding	0.25%		\$ 260,461.00
General	Oakes Building Fund	0.25%		\$ -
Total Checking Account Balance				\$ 1,825,245.21
General	Money Market Savings	0.60%		\$ 3,565,743.04
General	Water Assistance Grant Reserve	0.60%		\$ 450,089.45
General	GF Accrued Leave-Operating Reserve	0.60%		\$ 175,478.91
Total Savings Account Balance				\$ 4,191,311.40
Total Deposits				\$ 6,016,556.61

Funds in First International Bank & Trust				
September 30, 2024				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
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
Total Investments				\$ 8,715,700.00
General	Recreation Outstanding-Operating Reserve	3.35%		\$ 2,355,533.02
General	Money Market Funds	3.35%		\$ 2,735,779.27
General	Recreation Reserve-Operating Reserve	3.35%		\$ 454,489.63
Total Money Market Account Balance				\$ 5,545,801.92
Total Deposits				\$ 14,261,501.92
Pledging	Total Deposits			\$ 14,261,501.92
	Less:FDIC Coverage			\$ (250,000.00)
Deposit Balance to Secure				\$ 14,011,501.92
Total Pledging Required on all Deposits			X 110%	\$ 15,412,652.11
	Less: Pledging			\$ 20,300,943.20
Pledging Excess				\$ 6,289,441.28

Garrison Diversion Conservancy District Gate City Bank Deposit and Pledging Summary September 30, 2024				
<i>Account Type</i>		<i>Interest Rate</i>	<i>Maturity Date</i>	<i>Balance</i>
Checking Accounts				
x4310	Irrigation Fund	0.00%		\$ 147,981.59
x1561	M R & I Working Fund	0.00%		\$ 5,747.62
x4336	Operations & Maint Ckg & Sweep	4.18%		\$ 485,386.14
x4328	Red River Valley Ckg & Sweep	4.18%		\$ 8,361,315.99
				\$ 9,000,431.34
Savings Accounts				
x1546	O&M - Accrued Leave Reserve	3.70%		\$ 178,840.33
x1553	Irrigation - Debt Service Reserve	3.70%		\$ 290,494.41
	Total Savings Balance			\$ 469,334.74
Certificates of Deposit				
xxx1186	Project Development Reserve	5.04%	2/28/2025	\$ 313,538.98
xxx1178	Deficiency Reserve	5.04%	2/28/2025	\$ 175,854.00
	Total CD Balance			\$ 489,392.98
	Total Deposits			\$ 9,959,159.06
Pledging	Total Deposits			\$ 9,959,159.06
	Less:FDIC Coverage			(250,000.00)
	Deposit Balance to Secure			9,709,159.06
	Total Pledging Required on all Deposits		x 110%	10,680,074.97
	Less: Pledging			8,160,766.43
	Pledging Excess			\$ (2,519,308.54)

Garrison Diversion Conservancy District Funds in Bravera Bank & Pledging Summary September 30, 2024				
<i>Fund</i>	<i>Account Name/Reserve</i>	<i>Interest Rate</i>	<i>Maturity Date</i>	<i>Balance</i>
General	Checking Account Cash	4.00%		\$ 5,074.96
	Total Checking Account Balance			\$ 5,074.96
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
	Total Investments			\$ 1,353,362.19
	Total Deposits			\$ 1,358,437.15
Pledging	Total Deposits			\$ 1,358,437.15
	Less:FDIC Coverage			\$ (250,000.00)
	Deposit Balance to Secure			\$ 1,108,437.15
	Total Pledging Required on all Deposits		x 110%	\$ 1,219,280.87
	Less: Pledging			\$ 1,520,000.00
	Pledging Excess			\$ 300,719.14

BREMER BANK DEPOSIT AND PLEDGING SUMMARY September 30, 2024					
Account Type	Balance	Interest Rate	Maturity Date	Deposit Insurance / Pledging Status	
Demand Deposit Accounts					
Non-Interest Bearing Checking Accounts					
xxxx61	Operations & Maintenance Fund	0.00	Closed		
xxxxx52	Red River Valley Water Supply	0.00	Closed		
Total Demand Deposits		0.00			
Time and Savings Deposits					
Interest Bearing Checking					
xxxxx34	Irrigation Fund	0.00	Closed		
xxxxxx62	M R & I Working Fund	0.00	Closed		
Total Interest Bearing Checking Balance		<u>0.00</u>			
Savings Accounts					
xxxxx41	O&M - Accrued Leave Reserve	0.00	Closed		
xxxxxx63	Irrigation - Debt Service Reserve	0.00	Closed		
Total Savings Balance		<u>0.00</u>			
Certificates of Deposit					
Total CD Balance		<u>0.00</u>			
				Total Time & Savings Deposit Account Balance	\$0.00
				Less: FDIC Insurance Coverage	(250,000.00)
				Time & Savings Deposit Balance to Secure	\$0.00
				x 110%	1.10
Total Time & Savings Deposit Account Balance		\$0.00	Pledging Required on Time & Savings Deposits		\$0.00
Total Deposits		\$0.00	Total Pledging Required on all Deposits		\$0.00
				Pledged Security/Letter of Credit	\$0.00
				Pledging Excess	\$0.00

GARRISON DIVERSION CONSERVANCY DISTRICT						
Tax Collections Statement						
For the Nine Months Ending September 30, 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	\$90,760	(6,522)	\$4,376	\$4,757	(\$381)
Benson	35,008	36,185	(1,177)	3,282	3,273	9
Bottineau	60,170	67,264	(7,094)	3,282	1,407	1,875
Burleigh	536,057	631,985	(95,928)	24,068	27,637	(3,569)
Cass	988,968	1,187,792	(198,824)	45,948	51,539	(5,591)
Dickey	44,854	47,111	(2,257)	3,282	3,904	(622)
Eddy	14,222	16,251	(2,029)	2,188	2,147	41
Foster	29,538	31,769	(2,231)	5,470	4,958	512
Grand Forks	317,258	355,927	(38,669)	9,846	11,076	(1,230)
Griggs	20,786	22,846	(2,060)	2,188	2,145	43
LaMoure	43,760	43,600	160	3,282	3,927	(645)
McHenry	50,324	50,997	(673)	2,188	2,230	(42)
McKenzie	351,172	380,261	(29,089)	25,162	28,763	(3,601)
McLean	82,050	86,327	(4,277)	6,564	7,508	(944)
Nelson	26,256	28,473	(2,217)	2,188	2,081	107
Pierce	33,914	34,741	(827)	2,188	2,811	(623)
Ramsey	62,358	66,771	(4,413)	4,376	5,141	(765)
Ransom	39,384	42,095	(2,711)	-	-	-
Renville	24,068	26,609	(2,541)	2,188	2,489	(301)
Richland	103,930	114,137	(10,207)	-	-	-
Sargeant	37,196	39,737	(2,541)	2,188	3,173	(985)
Sheridan	15,316	16,293	(977)	3,282	3,776	(494)
Steele	30,632	32,699	(2,067)	2,188	1,797	391
Stutsman	131,279	142,684	(11,405)	6,564	7,749	(1,185)
Traill	57,982	65,546	(7,564)	3,282	3,582	(300)
Ward	330,386	350,689	(20,303)	16,410	18,549	(2,139)
Wells	43,760	44,078	(318)	3,282	4,054	(772)
Williams	398,214	428,284	(30,070)	7,658	8,194	(536)
Totals	\$ 3,993,080	\$4,481,911	\$ (488,831)	\$ 196,920	\$ 218,667	(\$21,747)

**GARRISON DIVERSION CONSERVANCY DISTRICT
EXPENSE BUDGET ANALYSIS STATEMENT
For the Nine Months Ending September 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 9/30/2024	Balance of Budget as of 9/30/2024	Percentage of Budget Spent
GENERAL FUND						
Directors Expense						
Directors Per Diem	\$ 133,000	\$ 132,989	\$ 135,000	\$ 72,511	\$ 62,489	53.7%
Directors Expense	\$ 139,000	\$ 138,971	\$ 120,000	\$ 68,594	\$ 51,406	57.2%
Total Directors Expense	\$ 272,000	\$ 271,960	\$ 255,000	\$ 141,105	\$ 113,895	55.3%
Employee Expense						
Employee Salaries	\$ 897,000	\$ 788,482	\$ 972,000	\$ 617,336	\$ 354,664	63.5%
General Manager Exp	\$ 21,000	\$ 12,806	\$ 21,000	\$ 13,476	\$ 7,524	64.2%
Travel	\$ 57,444	\$ 29,744	\$ 61,000	\$ 8,982	\$ 52,018	14.7%
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	\$ 1,156	\$ 3,844	23.1%
Dir. Comm. - Kim Cook	\$ 6,000	\$ 1,512	\$ 6,000	\$ 696	\$ 5,304	11.6%
Emp Exp Other	\$ 11,444	\$ 3,148	\$ 15,000	\$ 3,418	\$ 11,582	22.8%
Professional Development	\$ 17,000	\$ 1,411	\$ 17,000	\$ 404	\$ 16,596	2.4%
Employee Training	\$ 15,000	\$ 1,411	\$ 15,000	\$ 404	\$ 14,596	2.7%
Wellness Program	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.0%
Benefits	\$ 430,556	\$ 365,600	\$ 469,000	\$ 280,654	\$ 188,346	59.8%
GDCD FICA	\$ 79,000	\$ 68,428	\$ 82,000	\$ 49,604	\$ 32,396	60.5%
Retirement	\$ 129,000	\$ 112,983	\$ 149,000	\$ 97,295	\$ 51,705	65.3%
Hospital & Life Insurance	\$ 175,000	\$ 143,729	\$ 191,000	\$ 119,261	\$ 71,739	62.4%
Unemployment Comp	\$ 3,621	\$ 3,572	\$ 5,000	\$ (344)	\$ 5,344	-6.9%
Dental / Vision Ins.	\$ 14,000	\$ 10,659	\$ 13,000	\$ 8,912	\$ 4,088	68.6%
Work Force Safety	\$ 1,000	\$ 380	\$ 1,000	\$ 529	\$ 471	52.9%
Long-Term Disability Ins	\$ 10,000	\$ 6,914	\$ 10,000	\$ 5,397	\$ 4,603	54.0%
Vacation/Sick Leave Liability	\$ 18,935	\$ 18,935	\$ 18,000	\$ -	\$ 18,000	0.0%
Total Employee Expense	\$ 1,423,000	\$ 1,198,043	\$ 1,540,000	\$ 920,852	\$ 619,148	59.8%
Administration						
Postage	\$ 6,000	\$ 3,977	\$ 5,000	\$ 4,126	\$ 874	82.5%
Communications	\$ 14,000	\$ 13,023	\$ 16,000	\$ 9,912	\$ 6,088	62.0%
Utilities	\$ 36,000	\$ 35,560	\$ 35,000	\$ 26,884	\$ 8,116	76.8%
Meetings & Events	\$ 30,000	\$ 26,714	\$ 9,500	\$ 5,317	\$ 4,183	56.0%
Subscriptions/Publications	\$ 6,000	\$ 4,694	\$ 8,500	\$ 7,204	\$ 1,296	84.8%
Miscellaneous	\$ 4,000	\$ 2,037	\$ 3,500	\$ 974	\$ 2,526	27.8%
Data Processing	\$ 46,000	\$ 45,701	\$ 54,500	\$ 57,996	\$ (3,496)	106.4%
Employee Recruiting	\$ 5,000	\$ 3,635	\$ 5,000	\$ 1,721	\$ 3,279	34.4%
Supplies	\$ 14,000	\$ 11,155	\$ 11,500	\$ 8,544	\$ 2,956	74.3%
Small Office Equipment	\$ 23,000	\$ 22,640	\$ 20,957	\$ 10,738	\$ 10,219	51.2%
Dues	\$ 14,000	\$ 12,937	\$ 14,000	\$ 11,213	\$ 2,787	80.1%
Insurance	\$ 18,000	\$ 17,232	\$ 17,000	\$ 22,096	\$ (5,096)	130.0%
Annual Independent Audit	\$ 31,500	\$ 30,650	\$ 40,543	\$ 40,543	\$ -	100.0%
Total Administration	\$ 247,500	\$ 229,955	\$ 241,000	\$ 207,268	\$ 33,732	86.0%
Public Education						
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	\$ 6,614	\$ 13,386	33.1%
Miscellaneous	\$ 10,000	\$ -	\$ 10,000	\$ 1,511	\$ 8,489	15.1%
Total Public Education	\$ 157,000	\$ 81,523	\$ 193,000	\$ 83,164	\$ 109,836	43.1%

**GARRISON DIVERSION CONSERVANCY DISTRICT
EXPENSE BUDGET ANALYSIS STATEMENT
For the Nine Months Ending September 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 9/30/2024	Balance of Budget as of 9/30/2024	Percentage of Budget Spent
Professional Services						
Communications	\$ 140,000	\$ 127,866	\$ 140,000	\$ 51,432	\$ 88,568	36.7%
Engineering	\$ 47,000	\$ 20,330	\$ 125,000	\$ 12,660	\$ 112,340	10.1%
RRVWSP Development	\$ 456,000	\$ 114,456	\$ 313,000	\$ 22,556	\$ 290,444	7.2%
Technical Support for LAWA	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ 15,000	0.0%
Engineering	\$ 240,000	\$ 2,607	\$ 100,000	\$ 4,307	\$ 95,693	4.3%
Legal	\$ 125,000	\$ 61,896	\$ 122,000	\$ 21,401	\$ 100,599	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	\$ 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	\$ 104,751	\$ 53,249	66.3%
Total Professional Services	\$ 851,000	\$ 465,439	\$ 781,000	\$ 191,399	\$ 589,601	24.5%
Irrigation Development						
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%
Total Irrigation Development	\$ 269,875	\$ 230,780	\$ 123,000	\$ 60,000	\$ 63,000	48.8%
Recreation						
GDCD Recreation Grant Program	\$ 850,000	\$ 805,891	\$ 850,000	\$ 730,202	\$ 119,798	85.9%
DWRA Recreation Program	\$ 10,000	\$ 4,040	\$ 10,000	\$ 2,592	\$ 7,408	25.9%
Total Recreation	\$ 860,000	\$ 809,931	\$ 860,000	\$ 732,794	\$ 127,206	85.2%
Water Supply Grant Program	\$ 300,000	\$ 224,683	\$ 300,000	\$ 124,623	\$ 175,377	41.5%
Irrigation Districts Expense						
Irrigation Districts	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.0%
Total Irrigation Districts Expense	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.0%
Maintenance & Repair						
Equipment Maintenance	\$ 21,500	\$ 21,078	\$ 27,000	\$ 13,584	\$ 13,416	50.3%
Small Yard Equipment Purchases	\$ 8,350	\$ 8,350	\$ 5,000	\$ -	\$ 5,000	0.0%
Land & Bldg Maintenance	\$ 10,256	\$ 9,993	\$ 35,000	\$ 32,457	\$ 2,543	92.7%
Auto Expense	\$ 13,500	\$ 13,304	\$ 15,000	\$ 8,062	\$ 6,938	53.7%
Total Maintenance & Repair	\$ 53,606	\$ 52,725	\$ 82,000	\$ 54,103	\$ 27,897	66.0%
Capital Purchases						
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%
Total Capital Purchases	\$ 778,394	\$ 724,944	\$ 654,797	\$ 426,267	\$ 228,530	65.1%
Total General Fund	\$ 5,214,375	\$ 4,289,983	\$ 5,031,797	\$ 2,941,575	\$ 2,090,222	58.5%

**GARRISON DIVERSION CONSERVANCY DISTRICT
EXPENSE BUDGET ANALYSIS STATEMENT
For the Nine Months Ending September 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 9/30/2024	Balance of Budget as of 9/30/2024	Percentage of Budget Spent
IRRIGATION FUND						
McClusky Canal Irrigation:	\$ 446,100	\$ 225,766	\$ 418,100	\$ 176,224	\$ 241,876	42.1%
Construction	\$ 19,000	\$ 18,769	\$ -	\$ -	\$ -	0.0%
Operations	\$ 427,100	\$ 206,997	\$ 418,100	\$ 176,224	\$ 241,876	42.1%
Debt Payments	\$ 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%
Total Irrigation Fund	\$ 828,100	\$ 442,534	\$ 636,100	\$ 251,421	\$ 384,679	39.5%
GDU O & M						
Salaries and Benefits	\$ 2,200,099	\$ 2,199,804	\$ 2,538,600	\$ 1,768,144	\$ 770,456	69.7%
Salaries	\$ 1,461,799	\$ 1,461,526	\$ 1,688,200	\$ 1,160,374	\$ 527,826	68.7%
Benefits	\$ 738,300	\$ 738,278	\$ 850,400	\$ 607,770	\$ 242,630	71.5%
Travel	\$ 29,000	\$ 28,228	\$ 11,100	\$ 13,520	\$ (2,420)	121.8%
Training	\$ 4,000	\$ 3,239	\$ 2,700	\$ -	\$ 2,700	0.0%
Utilities	\$ 84,000	\$ 76,751	\$ 73,900	\$ 59,899	\$ 14,001	81.1%
Contractual Services	\$ 326,000	\$ 325,869	\$ 279,500	\$ 111,521	\$ 167,979	39.9%
Supplies	\$ 458,500	\$ 458,463	\$ 264,000	\$ 264,561	\$ (561)	100.2%
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	\$ 220,509	\$ 79,491	73.5%
Safety	\$ 57,700	\$ 57,671	\$ 53,000	\$ 18,850	\$ 34,150	35.6%
Miscellaneous	\$ 19,000	\$ 18,160	\$ 16,900	\$ 18,540	\$ (1,640)	109.7%
Materials	\$ 325,000	\$ 307,042	\$ 187,000	\$ 7,070	\$ 179,930	3.8%
Total GDU O & M	\$ 4,336,987	\$ 4,114,495	\$ 4,749,700	\$ 3,249,753	\$ 1,499,947	68.4%
MR&I Fund						
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	\$ 8,500,179	\$ 21,499,821	28.3%
Total MR&I Fund	\$ 20,235,000	\$ 19,024,246	\$ 30,082,000	\$ 8,557,713	\$ 21,524,287	28.4%
RRV Water Supply Project						
Right of Way	\$ 1,569,000	\$ 1,568,596	\$ 1,250,000	\$ 997,266	\$ 252,734	79.8%
Design/Construction in Progress	\$ 29,807,100	\$ 29,608,619	\$ 117,500,000	\$ 48,638,634	\$ 68,861,366	41.4%
Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Professional Services	\$ 423,900	\$ 417,984	\$ 1,250,000	\$ 571,316	\$ 678,684	91%
Financing/Legal/Administration	\$ 391,000	\$ 385,092	\$ 1,000,000	\$ 457,131	\$ 542,869	45.7%
Other Engineering	\$ 32,900	\$ 32,892	\$ 250,000	\$ 114,185	\$ 135,815	45.7%
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%
Total RRVWSP	\$ 32,462,983	\$ 32,258,182	\$ 120,663,000	\$ 50,538,707	\$ 70,124,293	41.9%
TOTAL ALL FUNDS	\$ 63,077,445	\$ 60,129,440	\$ 161,162,597	\$ 65,539,169	\$ 95,623,428	40.7%

GARRISON DIVERSION CONSERVANCY DISTRICT GD CD RECREATION GRANT PROGRAM OUTSTANDING PROJECTS July 1, 1990 to September 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 09-30-24	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 09-30-24
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 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
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 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
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
LaMoore	LaMoore Park-Sunset Park Swim Center	09-20-23	\$ 75,000.00					\$ 75,000.00
LaMoore	Marion ADA Bathroom	03-20-24		\$ 9,068.00				\$ 9,068.00
LaMoore	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
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					\$ 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

GARRISON DIVERSION CONSERVANCY DISTRICT GDCD RECREATION GRANT PROGRAM OUTSTANDING PROJECTS July 1, 1990 to September 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 09-30-24	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 09-30-24
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					\$ 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
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				\$ 50,000.00
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			\$ 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 Abilities 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					\$ 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
TOTALS			\$ 2,251,611.00	\$ 1,144,122.00	\$ 242,030.38	\$ 730,201.64	\$ (67,967.96)	\$ 2,355,533.02

GARRISON DIVERSION CONSERVANCY DISTRICT
MR&I Project Construction Report
September 30, 2024

Current Funding

Project	Federal		Prior		2024		Total Expenditures	MR&I Funding Remaining
	MR&I Funding	MR&I Fund Expenditures	MR&I Fund Expenditures	MR&I Fund Expenditures	MR&I Fund Expenditures			
ENDAWS	\$ 6,870,000.00	\$ 819,076.12	\$ 255,480.43	\$ 1,074,556.55	5,795,443.45			
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			
Totals	\$ 78,104,495.85	\$ 56,571,572.00	\$ 4,935,885.94	\$ 61,507,457.94	\$ 16,597,037.91			

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

Current Funding

Project	Federal		Prior		2024		Total	Federal
	MR&I Funding	MR&I Fund Expenditures	MR&I Fund Expenditures	MR&I Fund Expenditures	MR&I Fund Expenditures	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	\$ 3,058,864.15	4,341,135.85
Snake Creek Discharge Pipeline (2-1E)	\$ 4,500,000.00	\$ -	\$ -	\$ -	\$ 505,428.78	\$ 505,428.78	\$ 505,428.78	3,994,571.22
Totals	\$ 40,545,000.00	\$ -	\$ -	\$ -	\$ 3,564,292.93	\$ 3,564,292.93	\$ 3,564,292.93	\$ 36,980,707.07

**RRVWSP Work Plan Update
September 6, 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, 6,944 feet has been installed to date.

To date, \$32,151,161.61 has been paid on the original contract amount of \$45,961,700.00. Change Orders No. 1, 2 and 3 have been approved, leaving the current contract price at \$44,932,678.24.

Contract 5C

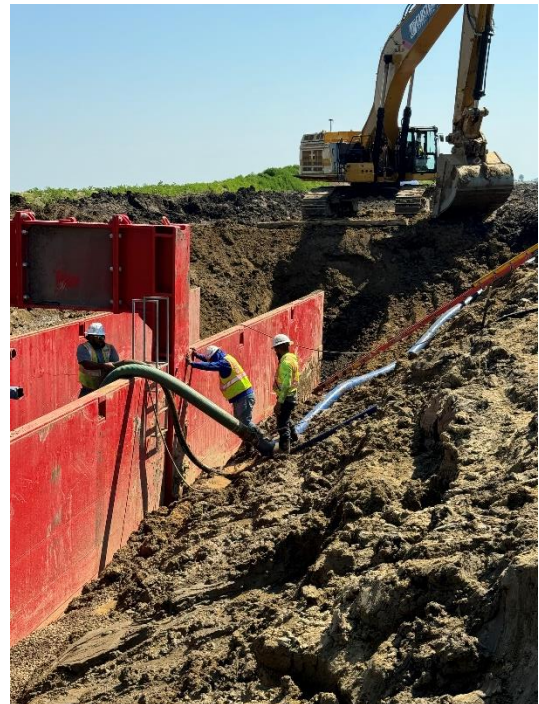
The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting. To date, the contractor has been working submittals, topsoil stripping and installing dewatering system.

Oscar Renda was not meeting their install targets so a second pipe crew was sent out on July 10. To date, 9,060 feet has been installed.

To date, \$13,788,316.31 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 7,606 feet with one pipe crew.

To date, \$15,438,760.15 has been paid on the original contract amount of \$61,677,275.00.



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.

Contract 6A is scheduled for advertisement for bid September 23, 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	

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. For technical bidding document interpretations and clarifications, the contact person is Mr. Kip Kovar, District Engineer, at 701-652-3194 or 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. You may download the digital documents for \$50 by inputting Quest Project No. 8550074 on the website's project search page. Contact QuestCDN.com at 952-233-1632 or 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 \$) ^{1,2,3}			
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%	
	Garrison Diversion Conservancy District Budget 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				
	Property, Easements, and Crop Damage Payments⁴ 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					
	Transmission Pipeline East Contract 5C 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
	Transmission Pipeline East Contract 5D 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 Const, 2026 Fin								\$ 5.47	\$ 4.10	\$ 1.37
	RRV Transmission Pipeline Contract 6A 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.	Oct-23	Prof Svcs Const, 2027 Fin								\$ 61.68	\$ 46.26	\$ 15.42
	ENDAWS Transmission Pipeline Contract 3 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



**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 \$) ^{1,2,3}		
					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. Siting: passive intake screens, pumping station similar to MRI, and utility extension design can begin for new facility to be located near McClusky, ND.	Aug-23	Prof Svcs	\$	2.93	\$ 2.20	\$ 0.73	\$	2.93	\$ 2.20	\$ 0.73	
46	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.	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	\$	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.	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	\$	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.	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	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.	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	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.		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 \$) ^{1,2,3}			
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%	
14.	<p>Outreach, Ping, and Design to Secure User Commitments</p> <p>Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.</p> <p>Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.</p>	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.	<p>Operational Planning and Asset Management Phase 3</p> <p>Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes.</p> <p>Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.</p>	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				
47.	<p>Financial Planning Support</p> <p>Scope: Continue to refine the financial model and provide scenarios as required to support users and the program.</p> <p>Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.</p>	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			47	
17.	<p>Additional End User Outreach</p> <p>Scope: Branch pipeline conceptual designs and other consulting assistance to potential end users.</p> <p>Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.</p>	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.	<p>Contingency</p> <p>Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.</p> <p>Need: Address and pay for changes that are sure to occur.</p>	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	\$ 0.37	\$ 0.28	\$ 0.09	\$ 9.26	\$ 6.94	\$ 2.32
TOTAL PROGRAM BUDGET					\$	\$ 10.17	\$ 7.63	\$ 2.54	\$ 20.64	\$ 15.48	\$ 5.16	\$ 209.19	\$ 156.88	\$ 52.31

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
State MR&I Total	\$687M
STATE	
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
Tribal MR&I Total	\$743M
TRIBAL	



North Dakota Total

\$1.4B

Bureau of Reclamation Activities

Garrison Diversion Executive Board of Directors Meeting
October 10-11, 2024

Municipal, Rural, and Industrial Program

Rural Water Budgets

Rural Water Budgets	Final Fiscal Year 2024*	Fiscal Year 2025
GDU	42.724	11.000
State	12.500	1.500
Tribe	30.224	9.500
Lewis & Clark	37.825	6.825
Fort Peck	0	0
Rocky Boys	19.946	8.946
Musselshell- Judith	3.000	.147
E NM	7.051	.060
Jicarilla	10.010	.010
Total	120.556	26.988

*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 approximately 50% complete.

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 (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 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.

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).

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 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. 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. Standing Rock submitted two projects for FY25 Aging Infrastructure funding in July.

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. The contract is approximately 90 percent complete and it is expected the contractor will wrap up construction by the end of the year.

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 (Tribe) will reach their authorized Dakota Water Resources Act (DWRA) construction ceiling in FY2025. Meaning, there is no remaining funds to obligated to the Tribe 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, 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 started on four of the five tanks with work starting on the fifth tank later in October.

In March 2023, Reclamation approved \$54.38 million of 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 executed the new 93-638 contract for the AI projects 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.

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

The Three Affiliated Tribes has elected 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, the rest of the Tribal approved AL projects have been paused until the new 93-638 AI contract is executed which occurred on September 19, 2024.

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 with some issues being addressed and full startup planned for April. Punch list fixes are being completed with substantial completion planned for October or November. 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. This issue is still not resolved. Trenton has submitted a project to the Tribal Domestic Water Supply Program which includes a study evaluating the development of their own source water.

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 sprayed 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

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 has been processed and they are dismissed for the year.

Hoffer Lake

Macie Edwards had a meeting with Gloria Gray on October 3, 2024, to discuss adjustments to the ongoing Title 28 project.

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. Smith-Root Inc. Performed the electric fish barrier annual inspection on October 2.

Scattered Tracts

No updates



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

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

Page 2

- 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.

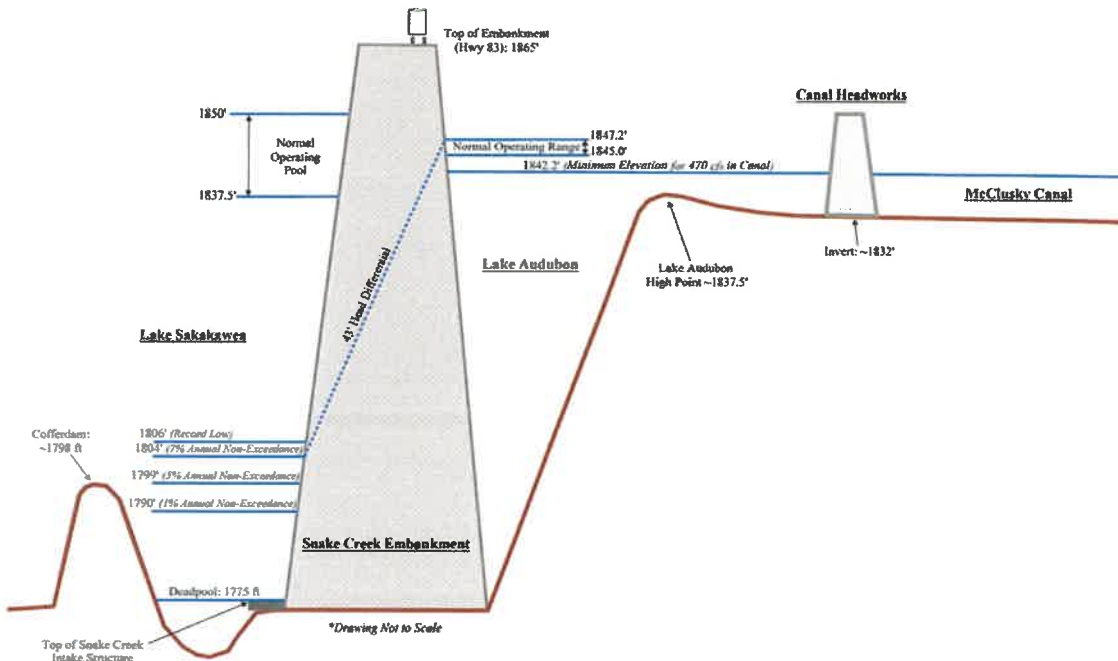
Comments on the 30% Design Report

- 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



Services Agreement

Scope of Services:

Tanya Wieler of Dakota Dynamics will provide general Human Resource assistance and guidance to Garrison Diversion Conservancy District. An example of some of the services provided would include (but not be limited to):

- Review of policies; suggestions for revision, deletion, and/or inclusion of new policies in accordance with labor law and Century Code.
- Guidance to Board, Administrative Officers and supervisors in handling personnel issues.
- Guidance to Board, Administrative Officers and supervisors in the process of recruitment to fill vacant positions.
- Basic guidance to the Board and Administrative Officer in the process of salary administration (comprehensive market study work may be negotiated separately due to the time-consuming nature of this work).

Services are provided as needed and will vary from month to month. Most services can be provided from Mrs. Wieler's office in rural Pembina County; however, occasional travel may occur as needed. Travel expenses will be billed separately when required. It is important to note that Mrs. Wieler is NOT an attorney; as such, none of the work performed is to be construed as legal advice. Mrs. Wieler will maintain contact with the agency attorney when appropriate and necessary.

Dates of Service:

Service would begin upon acceptance of this document for a period of one year (unless otherwise dictated by agency's budget cycle). In the absence of any changes to the contract by either party the contract will renew automatically on an annual basis. Shall either party wish to cancel the contract a 30-day notice would be required.

Cost of Services:

Services would be provided for a flat fee of \$1,500/month. Special time-intensive projects that would require much travelling and/or time on Mrs. Wieler’s behalf would be negotiated separately. These projects would be discussed in advance to any work being completed.

Acceptance of Proposal:

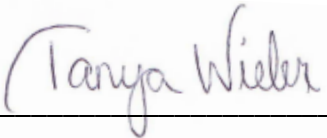
The abovementioned professional services would be provided as stated above by Tanya Wieler of Dakota Dynamics, Human Resource Consulting for Local Government (or, if applicable, an assistant approved/retained by Tanya).

Any changes to the agreement would be agreed upon by all parties.

Accepted by:

Name and Title

Date: _____



Tanya Wieler, Dakota Dynamics

Date: July 30th, 2024

The following minutes are in draft form subject to review and approval by the Board of Directors at its next meeting.

24-288

**GARRISON DIVERSION CONSERVANCY DISTRICT
SPECIAL BOARD MEETING**

Video Conference

December 30, 2024

A special meeting of the Garrison Diversion Conservancy District Board of Directors was held by video conference on December 30, 2024. The meeting was called to order by Chairman Alan Walter at 10:31 a.m.

DIRECTORS PRESENT

Chairman Alan Walter
Vice Chairman Jay Anderson
Second Vice Chairman Greg Bischoff
Director Dave Anderson
Director Kyle Blanchfield
Director Cliff Hanretty
Director Dave Johnson
Director Geneva Kaiser
Director Larry Kassian
Director Bruce Klein
Director Jeff LeDoux
Director Steve Metzger
Director Brian Orn
Director Jim Pellman
Director Kenny Rogers
Director Jason Siegert
Director Mike Tweed
Director Ken Vein
Director Donald Zimbleman
Secretary Duane DeKrey

DIRECTORS ABSENT

Director Nikki Boote
Director Richard Cayko
Director Mark Cook
Director Steve Forde
Director Kelly Klosterman
Director Margo Knorr
Director Ward Koeser
Director Brandon Krueger
Director Bill Ongstad

OTHERS PRESENT

Merri Mooridian, Administrative Officer, Garrison Diversion Conservancy District, Carrington, North Dakota

Kimberly Cook, Communications Director, Garrison Diversion Conservancy District, Carrington, North Dakota

Tami Norgard, Vogel Law Firm, Fargo, North Dakota

Mia Thibadeau, Fryberger Law Firm, Duluth, Minnesota

Terry Effertz, Lobbyist, Effertz Law, Bismarck, North Dakota

Shawn Gaddie, Advanced Engineering and Environmental Services, Grand Forks, North Dakota

Brent Bogar, Consultant, Lake Agassiz Water Authority, Bismarck, North Dakota

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

RED RIVER VALLEY WATER SUPPLY PROJECT (RRVWSP)

Water Revenue Bond, Series 2025 - - Merri Mooridian, Administrative Officer, Garrison Diversion, said the purpose of today's special board meeting is to approve the financing resolution for part two (D2) of the \$60 million loan (Series D) that was received from the Bank of North Dakota. Fargo and Grand Forks signed for part one (D1) of the loan in the amount of \$48.7 million.

Ms. Mooridian referred to the financing resolution included with the meeting materials, which is for the remaining \$11.3 million in loan funds. Also included with the meeting materials are the closing certificate, loan agreement and bond. A copy of the financing resolution is attached to these minutes as Annex I.

Financing Resolution

Mia Thibadeau, Fryberger Law Firm, reviewed the resolution authorizing issuance of the \$11,302,440 revenue bond to finance the D2 portion of the Bank of North Dakota Water Infrastructure Revolving Loan. The loan was split into two tranches to allow time to obtain commitment from the small users. Those commitments are now in hand with five small users, in addition to Fargo and Grand Forks, committing to pay a portion of the debt service on this bond. The D2 Agreement has been signed by all parties. In the D2 Agreement, those cities of the small users, along with Fargo and Grand Forks, agree to pay an allocated portion of the debt service on this obligation.

In addition, Fargo and Grand Forks, remain committed in the D1 financing to pay the debt service on the 2023 revenue bond that was issued.

The loan itself has a rate of two percent interest with the first estimated interest payment being April 1, 2027, and the first estimated principal payment being April 1, 2030.

Ms. Thibadeau stated the loan agreement, which is approved as part of the resolution, allows Garrison Diversion to draw this as a drawdown obligation. As construction costs come in, the draws will be made. The proceeds are not all advanced at closing. In fact, the loan will be closed without an initial disbursement.

Vice Chairman J. Anderson asked if there is an estimated timetable when the first draw will take place.

Ms. Thibadeau replied this depends on when the contractor needs to be paid.

Ms. Mooridian reminded the board of the extension that was approved. The first draw was to have taken place in August 2024. The first draw needs to occur by February 10, 2025. The engineering team has been working with the contractor to assure the advance of funds takes place in time.

Ms. Thibadeau commented there are some items required for closing. Opinions are being received from all of the cities' attorneys, which state the D2 Agreement is a binding obligation of those parties. All of the Memorandums of Commitment (MOC) have been received from each of the cities except Grand Forks, which had some proposed edits to the documents. She would like to see signoff by Grand Forks' attorney, as well as Garrison Diversion and Lake Agassiz Water Authority's (LAWA) legal counsels before the loan would be funded.

Director D. Anderson stated the interest will accrue for a couple of years; therefore, there will be more than one year of interest due in 2027. Does all of the interest need to be paid with the first payment?

Ms. Thibadeau replied they are larger interest payments, but they appear to be evenly distributed so the first six payments are approximately the same.

Director Orn asked how often will the agreement change when all of the other entities sign on to the RRVWSP.

Ms. Mooridian said the entities signing the MOC right now have no financial commitment. Only the cities signing the D2 Agreement will have a financial commitment at this time. When everyone signs the Project Participation Agreement (PPA), that is when each of the systems will have a financial commitment.

Chairman Walter asked what is the status on the MOC with Grand Forks.

Tami Norgard, Vogel Law Firm, informed the board she received a version of the MOC from Grand Forks' attorney on December 27 with a request for an edit. She has forwarded that on to Garrison Diversion staff, LAWA's attorneys, Chair Mahoney and Brent Bogar. This morning, Grand Forks came back with additional requests, which were forwarded to the same group of people.

Ms. Norgard stated Grand Forks is saying they do not want the MOC to make them bound to sign the PPA. She has made it very clear that it does not, and that is the position that has always been taken. All the user presentations have said the MOC binds you to enter into the Series D2 Agreement so they agree to their share of the \$11.3 million financing. It does not commit you to sign the PPA unless you are in agreement with it at the end. Grand Forks' attorney is asking for some edits to the MOC language making it extra clear they are not bound to the PPA.

Ms. Norgard added she does not see a problem with the changes Grand Forks is asking for. This process is being worked through.

Ms. Thibadeau said the changes requested do not change the terms of the arrangement.

Motion by Director Siegert to approve the financing resolution for the RRVWSP Water Revenue Bond, Series 2025, through the Bank of North Dakota Water Infrastructure Revolving Loan Fund in the amount of \$11,302,440. Second by Director Metzger. Upon roll call vote, the following director voted aye: J. Anderson, D. Anderson, Bischoff, Blanchfield, Hanretty, Johnson, Kaiser, Kassian, Klein, LeDoux, Metzger, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Boote, Cayko, Cook, Forde, Klosterman, Knorr, Koeser, Krueger and Ongstad. Motion carried.

Ms. Thibodeau commented the financing resolution authorizes the signature of the loan agreement and ancillary documents. These documents do not need to be separately acted upon. They only need to be signed and delivered in order for the loan to close.

The meeting adjourned at 10:56 a.m.

(SEAL)

Alan Walter, Chairman

Duane DeKrey, Secretary

\$11,302,440
GARRISON DIVERSION CONSERVANCY DISTRICT
WATER REVENUE BOND, SERIES 2025

FINANCING RESOLUTION

WHEREAS, the State of North Dakota, acting through the legislature, has authorized Garrison Diversion Conservancy District (the "GDCD") to acquire, construct, improve and own the Red River Valley Water Supply project; and

WHEREAS, pursuant to the Cooperation Agreement between the GDCD and Lake Agassiz Water Authority dated as of May 8, 2020 (the "Cooperation Agreement"), the GDCD is responsible for financing the Red River Valley Water Supply project, including the Local Project Costs for the 2023-2025 Biennium Work; and

WHEREAS, the Bank of North Dakota ("BND") is authorized to provide loans for water supply projects pursuant to the terms of the Water Infrastructure Revolving Loan Fund, N.D.C.C. Section 6-09-49.2; and

WHEREAS, the GDCD has made timely application to BND pursuant to the requirements of the Water Infrastructure Revolving Loan Fund to finance all or a portion of the cost of the Project and BND has approved the GDCD's application pursuant to the terms of a commitment letter dated August 17, 2023 and the amendment thereto dated August 13, 2024 (together, the "Commitment Letter"); and

WHEREAS, the GDCD is authorized to issue revenue bonds pursuant to North Dakota Century Code ("N.D.C.C.") Chapter 61-24; and

WHEREAS, the GDCD, Lake Agassiz Water Authority, and each D2 Participant (as defined herein) have entered into a Memorandum of Commitment wherein each D2 Participant agrees to pay its portion of the 2023-2025 Biennium Work; and

WHEREAS, the GDCD, Lake Agassiz Water Authority, the City of Fargo and the City of Grand Forks have entered into an Interim Financing Agreement Series D dated as of November 1, 2023 (the "D1 Agreement") as amended by the Interim Financing Agreement Series D Small System Amendment between the GDCD, Lake Agassiz Water Authority, and the D2 Participants, dated as of January 1, 2025 which provides for the payment of debt service on the Bond (the "D2 Amendment"). The D1 Agreement as amended by the D2 Amendment is referred to herein as the Series D Agreement.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the GDCD as follows:

SECTION 1. DEFINITIONS. As used in this Resolution, the following words shall have the following meanings:

"**2023-2025 Biennium Work**" means the "Project Costs" as defined in the Series D Agreement.

"**BND**" means the Bank of North Dakota.

"**Board**" means the GDCD's Board of Directors.

"**Bond Fund**" or "**2025 Bond Fund**" means the 2025 Bond Fund established pursuant to Section 9 hereof.

"**Bond**" means the Garrison Diversion Conservancy District, Water Revenue Bond, Series 2025 issued pursuant to this Resolution.

"**Bondholders**" means the person or persons in whose name such Bond shall be registered.

"**Cities**" means the City of Fargo, North Dakota and the City of Grand Forks, North Dakota, North Dakota political subdivisions and their successors and assigns.

"**Commitment Letter**" means the BND Commitment Letter dated August 17, 2023 and the amendment thereto dated August 13, 2024.

"**Cooperation Agreement**" means the Cooperation Agreement between the GDCD and Lake Agassiz Water Authority dated as of May 8, 2020.

"**Default**" means any event specified in Section 13(a) of this Resolution.

"**D1 Agreement**" means the Interim Financing Agreement Series D between the GDCD, Lake Agassiz Water Authority, and the Cities, dated as of November 1, 2023.

"**D2 Amendment**" means the Interim Financing Agreement Series D Small System Amendment between the GDCD, Lake Agassiz Water Authority, and the D2 Participants, dated as of January 1, 2025, which provides for the payment of debt service on the Bond.

"**D2 Participants**" means collectively, the cities of Carrington, Cooperstown, Fargo, Grand Forks, Hillsboro, Mayville, and Valley City, North Dakota and their successors and assigns.

"**Facilities**" means, collectively, the water, water treatment, storage and distribution facilities comprising the Red River Valley Water Supply Project, including any improvements, betterments, additions, renewals and replacements thereto.

"**GDCD**" means the Garrison Diversion Conservancy District, a governmental agency, body politic and corporate of the State of North Dakota duly organized and existing under the provisions of N.D.C.C. Chapter 61-24.

"**Loan Agreement**" means the Loan Agreement between the GDCD and BND dated as of January 1, 2025.

"**Local Project Costs**" has the meaning given in the Series D Agreement.

"**Memorandum of Commitment**" means agreements between the GDCD, Lake Agassiz Water Authority, and each D2 Participant regarding its portion of the 2023-2025 Biennium Work.

"*N.D.C.C.*" means the North Dakota Century Code.

"*Participant Revenues*" means, together, the payments actually received from the D2 Participants made pursuant to the D2 Amendment.

"*PPA*" means the future Project Participation Agreement.

"*Project*" means the Local Project Costs for the 2023-2025 Biennium Work of the Red River Valley Water Supply Project.

"*Project Fund*" means the Project Fund established pursuant to Section 9.03 of the Cooperation Agreement.

"*Registrar*" means the Secretary, or any entity which is under contract with the GDCD to serve as paying agent and registrar for the Bond and its successors and assigns.

"*Series D Agreement*" means the D1 Agreement as amended by D2 Amendment.

SECTION 2. AUTHORIZATION. Pursuant to the authority of N.D.C.C. Chapter 61-24 and the provisions of this Resolution, a bond of the Garrison Diversion Conservancy District entitled to the benefits, protection and security of such provisions is hereby authorized in the aggregate principal amount of not to exceed **Eleven Million Three Hundred Two Thousand Four Hundred Forty Dollars** (\$11,302,440). The Bond shall be designated "\$11,302,440 Garrison Diversion Conservancy District, Water Revenue Bond, Series 2025", issued for the purpose of constructing the Project and paying related costs of issuance.

SECTION 3. SALE OF THE BOND. The Bond is hereby sold through negotiated sale to the BND on the terms and conditions set forth in the Commitment Letter and herein at a purchase price of not to exceed \$11,302,440, or such lesser amount as may be advanced pursuant to the Loan Agreement for the completion of the Project. The GDCD agrees to pay to all costs associated with the issuance and sale of the Bond. The Bond shall consist of a single term bond in the amount of not to exceed \$11,302,440 and shall be advanced pursuant to the Loan Agreement. The Bond shall be issued only in fully registered form without coupons.

SECTION 4. TERMS. The Bond shall be dated January 6, 2025, or as otherwise agreed to. The Bond shall mature on April 1, 2064, and shall bear interest at the rate of 2.00% payable on April 1 and October 1 in each year commencing April 1, 2027 (each, an "Interest Payment Date"); provided that interest shall accrue on the outstanding amount of the Bond from the date of the first advance pursuant to the Loan Agreement.

The Bond is subject to semi-annual mandatory principal installments commencing April 1, 2030, with the last principal payment being made on April 1, 2064, subject however to the final amortization schedule to be attached to the Bond upon the final loan advance in accordance with Section 1.06 of the Loan Agreement. The preliminary amortization schedule has been presented to the Board and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bond.

Interest on the Bond and the principal thereof shall be payable in lawful money of the United States of America by check, wire, or other electronic transfer. Interest shall be payable to the person in whose name the Bond is registered at the close of business on the fifteenth (whether or not a business day) of the month immediately preceding an Interest Payment Date. Interest on the Bond shall cease at maturity or on a date prior thereto on which it has been duly called for redemption unless the holder thereof shall present the same for payment and payment is refused. The Bond shall be payable from the 2025 Bond Fund established herein.

SECTION 5. REDEMPTION. The Bond is subject to prepayment, in whole or in part, on any date at the option of the GDCD upon 30 days' written notice at a price equal to the principal amount thereof plus accrued interest.

SECTION 6. PREPARATION AND EXECUTION; FORM OF BOND. The Bond shall be printed under the supervision and at the direction of the Secretary, executed by the manual signature of the Board Chair, sealed with the GDCD's official seal, if any, and attested to by the manual signature of the Secretary and delivered to BND at closing. The Bond shall be reproduced in substantially the form on file with the Secretary.

SECTION 7. DEDICATION OF PARTICIPANT REVENUES. Pursuant to N.D.C.C. Section 61-24-08(20) and (22) the GDCD hereby dedicates and pledges for the payment of the principal and interest on the Bond, the Participant Revenues. The collection of the Participant Revenues and the dedication of such shall be irrevocable so long as any principal or interest on the Bond remains outstanding and unpaid.

SECTION 8. SECURITY. The Bond shall be a limited obligation of the GDCD, and shall be payable solely from the Participant Revenues, as provided by this Resolution and does not constitute a debt of the GDCD within the meaning of any constitutional or statutory limitation. The Bond shall not be payable from nor charged upon any funds other than the Participant Revenues and earnings thereon pledged to the payment thereof, nor shall the GDCD be subject to any pecuniary liability thereon. The Bond shall not constitute a charge, lien, nor encumbrance, legal or equitable, upon any property of the GDCD and no Bondholder shall ever have the right to compel any exercise of the taxing power of the GDCD to pay the principal or interest on the Bond, other than the Participant Revenues herein pledged to the payment of the Bond.

SECTION 9. BOND FUND. So long as the Bond is outstanding and unpaid, the Secretary shall maintain a sinking fund as a separate and special bookkeeping account on the official books and records of the GDCD, to be designated as the 2025 Water Revenue Bond Fund (the "2025 Bond Fund"), to be used for no purpose other than the payment of the principal of and interest on the Bond. The 2025 Bond Fund shall be credited with all Participant Revenues. The money and investments in the 2025 Bond Fund are irrevocably pledged to and shall be used to the extent required for the payment of principal of and interest on the Bond when and as the same shall become due and payable and for that purpose only.

SECTION 10. PROJECT FUND. The Board previously established a Project Fund pursuant to Section 9.03 of the Cooperation Agreement. As Bond proceeds are needed for Project costs, the GDCD

shall submit requests in accordance with Section 1.06 of the Loan Agreement and deposit each advance of Bond proceeds in the Project Fund.

SECTION 11. GENERAL COVENANTS. The GDCD hereby covenants and agrees with the Bondholders as follows:

(a) That it will, to the extent the Participant Revenues are sufficient, promptly cause the principal and interest on the Bond to be paid as they become due.

(b) That it will enforce the obligations of the D2 Participants under the Memorandum of Commitment and the Series D Agreement and, upon execution, the PPA. Should GDCD fail or refuse to enforce the Memorandum of Agreement and the Series D Agreement, BND, as a third-party beneficiary of the Series D Agreement, may seek enforcement of the Series D Agreement.

(c) That it will maintain complete books and records relating to the operation of the Facilities, the Project Fund and the 2025 Bond Fund and will cause such books and records to be audited annually at the end of each fiscal year in accordance with Generally Accepted Accounting Standards. The audit report shall be provided to BND.

(d) That it will not issue bonds or other obligations having a claim upon the Participant Revenues.

(e) That it will operate the Project in an efficient and economical manner and maintain, preserve and keep every part of the Facilities in good repair, working order and condition.

(f) The GDCD may not sell or exchange or otherwise dispose of any property constituting a part of the Project unless such property is either worn out or obsolete or, in the opinion of the GDCD, is no longer useful in the operation of the Facilities. Any proceeds of such sale, exchange or other disposition not used to replace the property so sold or exchanged shall be deposited in the 2025 Bond Fund.

SECTION 12. REGISTRATION AND TRANSFER. The Bond is transferable upon the books of and at the principal office of the Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar and with such assurances as the Registrar may request concerning the validity and legality of such transfer, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for bonds of other authorized denominations. Upon such transfer or exchange the GDCD will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of the Bond shall be required to be made during the fifteen days next preceding an interest payment date, nor during the forty-five days next preceding the date fixed for redemption of such Bond.

The Bond shall be registered as to both principal and interest and the Registrar shall establish and maintain a register for the purposes of recording the names and addresses of the registered owners and assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on the Bond; and the GDCD and the Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the GDCD nor the Registrar shall be affected by any notice to the contrary.

SECTION 13. DEFAULT AND REMEDIES.

- (a) The following events shall constitute Default:
- (i) failure to pay Bond principal or interest when due; or
 - (ii) failure to perform any other obligation of the GDCD imposed by this Resolution, the Loan Agreement or the Bond, but only if:
 - (A) the failure continues for a period of more than thirty (30) days after demand has been made on the GDCD to remedy the failure, and
 - (B) the GDCD fails to take reasonable steps to remedy the failure within that thirty-day period; or
 - (iii) imposition of a receivership upon the GDCD; or
 - (iv) written admission by the GDCD that the GDCD is unable to pay its debts as they become due.
- (b) Upon Default, any Bondholder may exercise any of the following remedies:
- (i) by mandamus or other suit, action, or proceeding at law or in equity, enforce the holder's rights against the GDCD and its Board and any of its officers, agents, and employees and may require the GDCD or the Board or any officers, agents, or employees of the GDCD or Board to perform their duties and obligations under Chapter 61-24 of the N.D.C.C. and the covenants and agreements contained herein;
 - (ii) By action or suit in equity, require the GDCD and the Board to account as if they were the trustees of an express trust;
 - (iii) By action or suit in equity, enjoin any acts or things that may be unlawful or in violation of the rights of the Bondholders; or
 - (iv) Bring suit upon the Bond.

A right or remedy conferred by this Section upon any Bondholder is not intended to be exclusive of any other right or remedy, but each such right or remedy is cumulative and in addition to every other

right or remedy and may be exercised without exhausting and without regard to any other remedy conferred by this Section or by any other law of the State.

SECTION 14. INSURANCE. The GDCD covenants to maintain insurance appropriate to the risks associated with operation of its Facilities.

SECTION 15. LEASES. The GDCD may lease as lessor, make contracts or grant licenses for the operation of, or grant easements or other rights with respect to any part of the Facilities if such lease, contract, license, easement or right does not, in the opinion of the GDCD, impede the operation of the Facilities, or violate any term or condition of the Loan Agreement.

SECTION 16. AMENDMENT OF RESOLUTION.

(a) This Resolution may be amended without the consent of any Bondholders for any one or more of the following purposes:

(i) to add to the covenants and agreements of the GDCD in this Resolution any other covenants and agreements thereafter to be observed by the GDCD or to surrender any right or power herein reserved to or conferred upon the GDCD;

(ii) to cure any ambiguity or formal defect contained in this Resolution, if that cure does not, in the judgment of the Board, adversely affect the interests of the Bondholders; or

(iii) to make any other change which, in the opinion of Counsel to the GDCD and BND Counsel, is not to the prejudice of the Bondholders, collectively.

(b) This Resolution may be amended for any other purpose only upon consent of not less than 50% in aggregate principal amount of the Bond outstanding; provided, however, that no amendment shall be valid which:

(i) extends the maturity of the Bond, reduces the rate of interest upon the Bond, extends the time of payment of interest on the Bond, reduces the amount of principal payable on any Bond, or reduces any premium payable on the Bond, without the consent of the affected Bondholder; or

(ii) reduces the percentage of Bondholders required to approve the amendatory resolutions.

SECTION 17. DISCHARGE. When the Bond, and the interest thereon, has been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The GDCD may discharge the Bond installments due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond installment or interest thereon should not be paid when due, the same may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The GDCD may also discharge all prepayable Bond installments called for redemption on any date when they are prepayable according to their terms, by

depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of the redemption thereof has been duly given as provided herein. The GDCD may also discharge all or part of the Bond at any time by irrevocably depositing in escrow with a suitable bank or trust company for the purpose of paying all or part of the principal and interest due on the Bond prior to the date upon which the same will be prepayable according to their terms, and paying such Bond on that date, a sum of cash and securities which are general obligations of the United States or securities the principal and interest payments on which are guaranteed by the United States, or deposits in the Bank of North Dakota which, as provided by N.D.C.C. Section 6-09-10, are guaranteed by the State of North Dakota, in such aggregate amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be required to provide funds sufficient for this purpose; provided that notice of the redemption of all prepayable Bond installments on or before such date has been duly given as required herein.

SECTION 18. OTHER DOCUMENTS AND PROCEEDINGS. The Chair and Secretary (the "Authorized Officers") are hereby authorized and directed to execute and carry out or cause to be carried out the obligations which are necessary or advisable in connection with this Resolution and Loan Agreement and the issuance, sale and delivery of the Bond. The Authorized Officers are further authorized and directed to prepare, execute and furnish to the attorneys passing on the legality of the Bond, certified copies of all proceedings, ordinances, resolutions and records and all such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bond, and all certified copies, certificates, affidavits and other instruments so furnished shall constitute representations of the GDCD as to the correctness of all facts stated or recited therein.

SECTION 19. LOAN AGREEMENT. The Board has received the proposed Loan Agreement to purchase the Bond upon the terms and conditions set forth therein and in the Commitment Letter. The Board hereby finds and determines the Loan Agreement to be in the best interest of the GDCD and hereby accepts the Loan Agreement and instructs the Authorized Officers to execute the Loan Agreement on behalf of the GDCD, with such modifications as may be approved by the Authorized Officers. The Loan Agreement is hereby incorporated by reference and the sale of the Bond is hereby awarded to BND. Each and all of the provisions of this Resolution relating to the Bond are intended to be consistent with the provisions of the Loan Agreement, and to the extent that any provision in the Loan Agreement is in conflict with this Resolution as it relates to the Bond, that provision in the Loan Agreement shall control and this Resolution shall be deemed accordingly modified. The Loan Agreement may be attached to the Bond and shall be attached to the Bond if the holder of the Bond is any person other than BND.

SECTION 20. CERTIFICATES. The Authorized Officers, in consultation with counsel, are hereby authorized to deliver certificates which cure ambiguities, defects or omissions herein, correct, amend or supplement any provision herein, all in furtherance of the financing contemplated by the Commitment Letter. Such authorization shall include, but is not limited to, adjustment of the amortization schedule and issuance of a revised bond in the event the preliminary amortization schedule is adjusted with the consent of BND.

SECTION 21. ELECTRONIC SIGNATURES. The Board authorizes the Authorized Officers to execute documents relating to the issuance of the Bond using electronic signatures. The electronic signatures of the Authorized Officers shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Bond. For purposes

hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means.

SECTION 22. INTERIM FINANCING AGREEMENT SERIES D. The D2 Amendment provides that the D2 Participants shall pay a proportional share of debt service on the Bond. The percentages and corresponding principal amounts are as follows: City of Fargo (74.7038%) (\$8,443,353), City of Grand Forks (16.1325%) (\$1,823,370), City of Valley City (5.4507%) (\$616,064), City of Mayville (1.1948%) (\$135,046), City of Hillsboro (1.1948%) (\$135,046), City of Carrington (0.8050%) (\$90,979), and City of Cooperstown (0.5183%) (\$58,582). GDCD covenants to take such action as may be necessary to enforce the terms of the Series D Agreement and, upon execution, the PPA or similar agreement.

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Dated: December 30, 2024.

GARRISON DIVERSION CONSERVANCY DISTRICT

Attest:

Alan M. Walter
Chair, Board of Directors

[Signature]
Secretary

The governing body of the GDCD acted on the foregoing resolution at a properly noticed meeting held in Carrington, North Dakota, on December 30, 2024, with the motion for adoption made by Jason Siegert and seconded by Steve Metzger; on roll call, the following vote was recorded:

- 1. Alan Walter Aye - Nay - Absent - Abstain
- 2. Jay Anderson Aye - Nay - Absent - Abstain
- 3. Greg Bischoff Aye - Nay - Absent - Abstain
- 4. Ken Vein Aye - Nay - Absent - Abstain
- 5. Cliff Hanretty Aye - Nay - Absent - Abstain
- 6. Michael Tweed Aye - Nay - Absent - Abstain
- 7. Mark Cook Aye - Nay - Absent - Abstain
- 8. Bruce Klein Aye - Nay - Absent - Abstain
- 9. David Johnson Aye - Nay - Absent - Abstain
- 10. Kenny Rogers Aye - Nay - Absent - Abstain
- 11. Donald Zimbleman Aye - Nay - Absent - Abstain
- 12. Steve Metzger Aye - Nay - Absent - Abstain
- 13. Nikki Boote Aye - Nay - Absent - Abstain
- 14. Richard Cayko Aye - Nay - Absent - Abstain
- 15. Dave Anderson Aye - Nay - Absent - Abstain
- 16. Kyle Blanchfield Aye - Nay - Absent - Abstain
- 17. Kelly Klosterman Aye - Nay - Absent - Abstain
- 18. Brian Orn Aye - Nay - Absent - Abstain
- 19. Jim Pellman Aye - Nay - Absent - Abstain
- 20. Brandon Krueger Aye - Nay - Absent - Abstain
- 21. Geneva Kaiser Aye - Nay - Absent - Abstain
- 22. Bill Ongstad Aye - Nay - Absent - Abstain
- 23. Ward Koeser Aye - Nay - Absent - Abstain
- 24. Larry Kassian Aye - Nay - Absent - Abstain
- 25. Jeff LeDoux Aye - Nay - Absent - Abstain
- 26. Margo Knorr Aye - Nay - Absent - Abstain
- 27. Steve Forde Aye - Nay - Absent - Abstain
- 28. Jason Siegert Aye - Nay - Absent - Abstain



GARRISON DIVERSION
 CONSERVANCY DISTRICT
 P.O. Box 140
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 (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



Black & Veatch Corporation

Professional Services for the Red River Valley Water Supply Project
Under General Agreement dated January 17, 2008

Task Order GF 1.48 – 2025 Strategic Communications Services

Effective Date – January 1, 2025

Content of this Task Order (TO) is as follows:

- I. PROJECT BACKGROUND..... 1
- II. TASK ORDER OBJECTIVES..... 2
- III. GENERAL REQUIREMENTS..... 2
- IV. BASIC SERVICES..... 3
- V. DELIVERABLES..... 4
- VI. SPECIAL RESPONSIBILITIES OF OWNER..... 4
- VII. FEE..... 5
- VIII. PERFORMANCE SCHEDULE 5
- IX. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS 5
- X. ACCEPTANCE..... 5

I. PROJECT BACKGROUND

1. The Red River Valley Water Supply Project (Project) will provide an emergency and supplemental water supply to central and eastern North Dakota (ND) in the event of moderate or severe drought conditions providing resiliency for the communities and economy in the Red River Valley. The Project, as envisioned by the Garrison Diversion Conservancy District (Garrison Diversion, Owner), will also supply additional water to support industrial development as well as provide an environmental benefit to local rivers during drought conditions by augmenting natural stream flows. The source water will be withdrawn from the McClusky Canal west of the City of McClusky, ND, treated at a nearby biota water treatment plant. A 125-mile, multi-county pipeline will then convey flows from the plant east to the Sheyenne River. Lake Ashtabula located downstream will provide storage allowing for controlled releases to the Red River Valley when flow augmentation is needed.
2. Professional services to develop, implement, and support the overall Project’s communication program are being accomplished through the execution of annual task orders. The approach in this Task Order is like previous Task Orders undertaken since 2021. Black & Veatch’s (Engineer’s) Consultant, Advanced Engineering and Environmental Services, LLC, will be primarily responsible for the execution of this Task Order collaborating with Garrison Diversion’s in-house staff.

II. TASK ORDER OBJECTIVES

1. With the RRVWSP under construction and seeking significant funding from the State of North Dakota during the upcoming legislative session, this Task Order will assist Garrison Diversion in the development of a consistent and reliable communications strategy for project sponsors, community leaders, legislators, state leaders, and strategic partners.
2. Coordinating communications outreach during the 2025 legislative session, which will include working with staff, LAWA, and public affairs consultants to develop messaging in support of legislative requests, testimony development, presentation, and informational handouts to respond to legislative information requests and outreach.
3. Focus on assisting Garrison Diversion staff with the efforts of education, advocacy, and outreach to provide up to date and accurate information about the Project.
4. Planning and support for events that elevate the status of Garrison Diversion and the Project, including industry conferences and special events.
5. Tracking and reporting of project media coverage as well as quarterly newsletter and social media analytics.
6. Provide website maintenance as requested for the RRVWSP, Garrison Diversion, and LAWA websites.

III. GENERAL REQUIREMENTS

1. Under this Task Order, Engineer through its Consultant will provide services in accordance with the Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008 (Agreement).
2. General Description of Activities. The Basic Services to be performed by the Engineer's Consultant consist of professional services associated with the project development and communications for the Project.
3. Work outside Basic and Special Services. Engineer through its Consultant agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this Task Order or a new separate Task Order.
4. Explicit Responsibilities. Basic Services and Special Services explicitly set forth the services Engineer's Consultant will perform and do not implicitly put any additional responsibilities or duties upon the Project Team and Communications Team. Deliverables to be provided are explicitly identified in the Deliverables paragraph of this Task Order.
5. Explicitly Identified Quantities. Engineer's Consultant in development of this Task Order estimates the level of effort required to provide the services discussed. Where specific

information is listed as to the quantity of service to be provided, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order scope of service and associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.

IV. BASIC SERVICES

Basic Services of this Task Order are organized into major tasks as follows:

Communications

- Task 1 – Strategic Communications Planning and Management
- Task 2 – Public and Media Relations
- Task 3 – Legislative Session Support
- Task 4 – Education and Engagement Support
- Task 5 – Owned Media Support (Digital, Social, Video, Design)
- Task 6 – Website Maintenance

1. Task 1 – Strategic Communications Planning and Management

This task includes overall management of Project Development related to communications and public outreach, the strategic development of and deployment of communication efforts for various audiences, and Communications Team meetings with Garrison Diversion staff.

2. Task 2 – Public and Media Relations

This task includes the quarterly development and dissemination of the RRVWSP newsletter and analytic reports that provide the newsletter open and click rates, as well as most read articles; as well as media monitoring to identify and assess the positive negative or neutral view of the RRVWSP, Garrison Diversion, and/or LAWA. This task also includes the monthly cost of the Constant Contact email marketing account utilized to send the newsletter, event invitations, and other Project updates, as well as the annual cost to utilize Meltwater, a program that tracks traditional media and social media sentiments about the Project, Garrison Diversion, and LAWA.

3. Task 3 – Legislative Session Support

This task includes the development of messaging in support of the 2025 legislative requests in support of the RRVWSP as well as creation of materials including testimony, presentations, graphics, videos, and handouts related to the 2025 legislative session This task includes working with Garrison Diversion staff, LAWA members, and public affairs consultants to respond to legislator requests for information and coordinate Project supporters for testimony and legislator outreach.

4. Task 4 – Education and Engagement Support

This task includes working with Garrison Diversion staff and LAWA members to plan, coordinate, strategize, and execute communication services through the strategic development of articles,

news releases, handouts, mailers, presentations, videos, graphics, and website content to educate and engage stakeholders, end users, affected landowners, and the public on key areas of the project. This task also includes communication and design services as described above to provide an extension of staff on an on-call basis.

5. Task 5 – Owned Media Support (Digital, Social, Video, Design)

This task includes the creation of four quarterly social media plans for Facebook and Twitter, as well as daily monitoring for comments and the development of responses, plus graphic design for social media posts.

6. Task 6 – Website Maintenance

Provide on-call website maintenance services for Garrison Diversion, Lake Agassiz Water Authority, and the RRVWSP as needed. This task includes fixing any issues that may develop with the three sites, as well as providing help to Garrison Diversion staff with creating, removing webpages, or adding new functions to the sites on an as-needed basis. This includes website hosting services and fees.

V. DELIVERABLES

The following deliverables will be furnished under this Task Order. Documents or deliverables not included in the list below will be provided as Additional Services as authorized by the Owner.

1. Quarterly newsletter creation, dissemination, and analytics reports.
2. Quarterly social media content development, scheduling on Facebook and Twitter, and analytics report.
3. Content, video, and graphics development for owned media such as website, handouts, newsletters, social media, posters/signage, and presentations.
4. Development, media relations, and promotion of earned (traditional) media.
5. Development of standardized talking points for consistent messaging by Garrison Diversion, stakeholders, community leaders, and other interested groups.
6. Hosting services and on-call website maintenance for three websites associated with the RRVWSP – Garrison Diversion, LAWA, and RRVWSP sites.

VI. SPECIAL RESPONSIBILITIES OF OWNER

1. Interim Deliverable Review Requirements. Owner commits to review periods for interim deliverables of no more than fourteen calendar days after receipt of deliverables from Engineer's Consultant.
2. Provide Relevant Information. Owner agrees to provide relevant information and content regarding requirements for the various tasks. The Engineer's Consultant shall be entitled to use

and rely upon all information provided by the Owner or Owner’s consultants in performing services under this Task Order.

- 3. Advertising and Rental Fees. Owner agrees to pay directly to publication(s) or venues the fees of all public advertisements or in relation to conferences and events.

VII. FEE

The total fee for Basic Services provided under this Task Order is One Hundred Nine Thousand Dollars (\$109,000).

A worksheet showing the fee and level of effort by task is included in Attachment A.

VIII. PERFORMANCE SCHEDULE

This scope and schedule start on January 1, 2025, with anticipated completion on or before December 31, 2025.

IX. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

- 1. Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008, is incorporated by reference.
- 2. Attachment A – Fee Estimate Worksheets

X. ACCEPTANCE

If this satisfactorily sets forth your understanding of this Task Order, please print and sign this document. You should retain one copy for your files and return an electronic copy via email to Paul Boersma (BoersmaPM@BV.com) with Black & Veatch Corporation.

By: _____
 Duane DeKrey, General Manager
 Garrison Diversion Conservancy District

By: _____
 Paul Boersma, Vice President
 Black & Veatch Corporation

Dated: _____

Dated: _____

**GARRISON DIVERSION
CONSERVANCY DISTRICT**

**2025 OPERATION, MAINTENANCE,
and REPLACEMENT WORKPLAN
FOR TRANSFERRED WORKS**

December 20, 2024

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I. INTRODUCTION

A. PURPOSE

This document presents the Garrison Diversion Conservancy District's Annual Operation, Maintenance, and Replacement (OM&R) Workplan as required by the OM&R Transfer Contract 20XX620109. It details work schedules and procedures to ensure that all work performed by the Garrison Diversion O&M personnel will meet high quality standards.

B. ORGANIZATION

The Operation and Maintenance Division is an integrated portion of Garrison Diversion. The overall responsibility for the work performed by the O&M staff rests with Alan Walter, Chairman of the Board of Directors. The general operation is the responsibility of the General Manager, Duane DeKrey. The District Engineer, Kip Kovar, is responsible for the general O&M activity as needed. The General Manager is supplied with summaries of the work accomplished and other pertinent information and periodically provides input on various issues, including safety.

An O&M organizational chart is attached as Appendix A.

There is frequent communication between Darren Murray, O&M Superintendent, located in McClusky with the New Rockford office and Snake Creek Pumping Plant. These personnel work closely with the District Engineer and Staff Engineer in developing the workplan and in the overall coordination of work activities, especially safety and unforeseen or unscheduled activities. All of the O&M staff are encouraged to work closely with and input ideas to their supervisors to ensure that a cooperative and coordinated effort is being made to perform all required work efficiently, effectively and safely. A continual and genuine effort is being made to provide training in all aspects of the work effort and to utilize proper equipment and procedures to develop and implement an efficient and safe O&M program.

C. OPERATIONAL PLAN AND WORK SCHEDULE

Garrison Diversion will annually submit a detailed OM&R Workplan for Reclamation's approval. The workplan will include items to be completed for the Transferred Works and attached in Appendix C will be the workplan submitted by Reclamation for Other Project Works. However, it should be pointed out that this is a dynamic document that may change, depending on actual conditions encountered. All significant changes and activities will be closely coordinated with Reclamation. Before any major unscheduled work item is undertaken, specific plans, specifications and schedules will be submitted to Reclamation for concurrence and comments. Routine work will be performed in accordance with this annual workplan and transfer contract.

Bi-weekly accomplishment reports and schedules will be submitted to Reclamation.

Note: Transferred Works include Snake Creek Pumping Plant (SCPP), McClusky Canal O&M (MM 0-59), McClusky Canal ROW (MM 0-59), and Carrington Headquarters. Other Project works include McClusky Canal O&M (MM 59-74), McClusky Canal ROW (MM59-74), McClusky Canal Recreation, New Rockford Canal & Radio Towers, Arrowwood National Wildlife Refuge, Audubon National Wildlife Refuge, Lonetree Wildlife Management Area, Scattered Tracts, Jamestown Dam, and State and Tribal MR&I.

D. SAFETY PROGRAM

a. General

Garrison Diversion strives to develop and implement a comprehensive safety program. The Garrison Diversion Conservancy District “Safety and Health Program Manual” (Safety Manual) and “North Dakota Workers Compensation Bureau Risk Management Program” summarize many aspects of the safety program. Garrison Diversion has qualified over the past several years and is presently operating with a five percent discount granted by the North Dakota Workers Compensation Bureau.

All O&M employees have received a copy of the May 9, 2007, Safety Manual and are provided time and training to become familiar with its contents. Supervisors and employees are responsible for ensuring that safety is the number one priority. Personnel are receiving primary and advanced safety training as outlined in Appendix B. All operations will be performed in a safe manner, and safety violations will be documented and handled according to policies and procedures outlined in the Safety Manual. Judy Allmaras coordinates Garrison Diversion’s overall safety program with as much of it as practical being delegated to the O&M and Carrington offices.

District employees will be guided by the following fundamental principles:

- Let no person think for even an instant that it is acceptable to set aside safe work procedures for personal convenience or to expedite a job.
- Let every person know that it is his/her responsibility to look for and eliminate hazardous working procedures or equipment.
- Let every supervisor and manager know that he/she is to be a model of a positive safety attitude at all times.

b. Job Safety Analysis

One of the best accident-prevention tools supervisors possess is the Job Safety Analysis (JSA). A JSA is a breakdown of the steps needed to safely accomplish a job, with each step being analyzed for associated hazards. Once hazards are identified, solutions can be developed to eliminate them and guard against potential accidents. JSAs are critical to the safety program and will be

developed and/or reviewed for each operation prior to initiating any work tasks. All employees involved in the work will participate in preparing the JSA. All JSAs developed previously will be reviewed and updated prior to performing a job. JSAs will be kept on file in each field office.

c. Training and Certification

Before employees are permitted to operate any equipment, they will be properly trained and certified to operate each piece required of them. Certification will be by Garrison Diversion personnel or other appropriate sources. No one will be permitted to operate any piece of equipment if not certified to do so. Records of operator certification will be kept on task training forms and maintained at the O&M offices.

Brake testing of equipment and heavy vehicles will be performed annually and vehicles certified to assure they are in safe operating condition from this viewpoint.

Bi-weekly reports will be provided to Reclamation, which includes work accomplished during the reporting period and scheduled work for the following period. Significant issues such as training, inspections, operator certification, brake testing and other issues will also be included.

Emergency action plans will be followed, as needed, as outlined in Section XVII of Garrison Diversion's Safety and Health Manual.

E. BUDGET AND FUNDING

The budget has been prepared for January 1 through December 31, 2025, in conformance with the workplan and is shown in detail in Appendix D.

II. ROUTINE AND SPECIFIC WORK ITEMS

A. GENERAL

The workplan is divided into two parts, routine and specific work activities. Section B below discusses the routine O&M work to be performed at each area. **This work is all considered high priority.**

Specific work activities, which have been identified during various field reviews, are listed in section C under their respective location subheadings. **The priorities for these specific work activities are shown by each individual item.** The specific work activities are a comprehensive list for tracking purposes. Completion of these activities may not occur within the timeframe noted in this workplan. Any incomplete specific work activities will be reviewed with Reclamation annually and carried over into subsequent workplans.

All gravel, rock and soil materials will come from archeologically approved sources.

B. ROUTINE OM&R WORK for TRANSFERRED WORKS

a. Facility Maintenance

Activities performed under facility maintenance include: building and yard maintenance, facility surveillance, vegetation control, fence maintenance, O&M road maintenance, structure maintenance, slope stabilization and drain maintenance.

Garrison Diversion personnel will perform all maintenance of buildings and yards and provide janitorial services for all office, shop, and storage facilities at S CPP, McClusky Canal, and Carrington Headquarters.

Portions of the canal and other facilities are monitored for slides, erosion, drainage and other problems on at least a weekly basis. Some activities, such as reading wells and monitoring water elevations and flows, have specific schedules to follow to ensure that all drainage facilities are operating correctly and desirable water levels in the canals are maintained within reason.

Vegetation management along the canal includes several control methods such as aerial and ground spraying, mowing, grazing, burning, or other biological non-chemical control methods. An annual "Vegetation Management Report" is prepared by Garrison Diversion and submitted to Reclamation to report on past and future activities.

Activities along the canal such as repairing fence, cleaning or removing cattle guards, and other general right-of-way related maintenance are performed as needed.

Blading, vegetation control on roads, graveling when needed, filling holes, clearing material deposited from small landslides, and other miscellaneous maintenance items are performed as needed on the McClusky Canal (MM 0-59) O&M roadways. County roads will be mowed in accordance with county regulations.

Maintenance on all structures will be performed as required so that structures are unobstructed and in an operable condition, a master schedule detailing all structures and a schedule for inspecting each type of structure will be maintained. A schedule will be maintained for recoating structures and equipment to improve the life, safety, operating efficiency, and appearance of the structures and equipment. Inaccessible features (headworks, check structures, ND Highway 200 tunnel, and cross drains) were examined in 2022. Recommended to re-inspect the facilities by 2032.

Reclamation will conduct certified bridge inspections biennially on all Type I bridges, as specified in Reclamation's master bridge inspection schedule. Garrison Diversion will inspect the abutments on all bridges across the McClusky Canal (MM 0-59). Garrison Diversion will also annually inspect and clean the bridges on the McClusky Canal (MM 0-59) in Sheridan County, for which Reclamation holds the title.

Stabilizing the cut slopes on the McClusky Canal (MM 0-59) where slope failures have occurred and replacing beach belting where existing material has been eroded are continuing efforts. Repairing slope failures and implementing measures to prevent future failures are to be evaluated with Reclamation.

Obtaining field stone to be used for rip rap throughout the canal for slope stabilization and erosion protection is an ongoing work activity. Garrison Diversion acquires the field stone from landowners with field rock piles near project facilities and then stockpiles the rock on the canal ROW. The rock is screened to separate the soil and sort by size. The soil removed during the process is used as topsoil on other projects for reseeding.

Cleaning, removal, and replacement of buried pipe drains on the McClusky Canal will be completed in accordance with a master schedule. All pipe drains will be maintained in an operational basis and inspected regularly. All drains will be cleaned, as needed, to ensure flows are not obstructed.

b. Water Operations

Garrison Diversion will cooperate with Reclamation in the management and delivery of project water to various water users for various purposes, including but not limited to the Fish and Wildlife Service, North Dakota Game and Fish Department, park boards, irrigators, landowners and ranchers, for wildlife enhancement, recreation, in-stream flow maintenance, livestock watering, water quality improvement, irrigation, and freshening of the canal and lakes. Monitoring and recording of water supplies, flows, elevations, deliveries, water

quality, and other pertinent water operations information is accomplished periodically at numerous sites by the O&M staff at McClusky. All new requests for water are directed to Reclamation. Reclamation will issue and administer all water service contracts.

Garrison Diversion will operate SCPP as specified in the *LOU for interim Operations of Audubon Lake and COE's Snake Creek Dam and Lake Audubon Reservoir Water Control Manual*. Annual water reports will be submitted to Reclamation.

C. SPECIFIC WORK ITEMS TO BE PERFORMED

*** High Priority

** Medium Priority

* Low Priority

Note: Joint reviews required are in bold letters.

a. McClusky Canal (MM0-59)

1. Investigate why in-place envelope material is solidifying around O&M road buried pipe v-ditch drains. Buried drains have been in place in the v-ditches since the early 1980s.**
2. Monitor slides between MM 22-23 left and right, **Monitor any existing French drains in the area to determine whether they are functioning and rehabilitate them as necessary. This work is to be coordinated with Reclamation.****
3. Evaluate the need to replace upper berm drains between MM 41 and 47 and south of the shop.** **Some have been completed; continue to work with Reclamation to determine which need to be completed.**
4. Remove slides near MM 39-40 left. Side slopes will be flattened to a 2.5:1. **Specific plans are to be agreed upon with Reclamation.***
5. Install French drains where needed from MM 50-54.***
6. Repairs and maintenance at the McClusky shop. Including painting overhead doors on main shop, extend concrete aprons on south side of main building, evaluate the need to re-insulate the north wall and foundation of the shop.**
7. Analyze water operations including radial gates, MM 28 embankment, MM 52 plug, tunnel and MM 58 plug. Develop a feasibility level analysis for supplying water to the McClusky Canal for Alternative 6 (dredging a canal), developed by the USACE, if reservoir elevation restrictions are placed on Lake Audubon.**

8. Re-set cross drain end section at MM 11 (station 641+76) that has separated.**
9. Repair beachbelting in Reach 1 and 3 where fabric is exposed.**
10. Re-set and repair separated cross drains end sections. **Some have been completed; continue to work with Reclamation to determine which need to be completed.****
11. Replace grease lines and connection to trunnions at MM 38 radial gate.**
12. Repair and/or reset the lower limit switch for the MM 38 left radial gate.**
13. Repair and/or reset the lower limit switch for the MM 55 right radial gate.**
14. Spot clean and recoat corroded areas of the MM 38 radial gates and arms.*
15. Spot clean and recoat corroded areas of the MM 55 radial gates and arms. Investigate the option to fully remove and recoat gates.*
16. Repair north end of guard rails on both sides of the county road at the Headworks.***
17. Fill in voids under abutments of bridge at MM 24.***
18. Fill in voids under abutments of Highway 41 bridge (MM 32).***
19. Remove trees from canal embankments.***
20. Purchase equipment needed for O&M operations. Equipment to be purchased include: Excavator (300 HP class), 36' gooseneck trailer, bumper pull trailer, and a half-ton pickup truck.

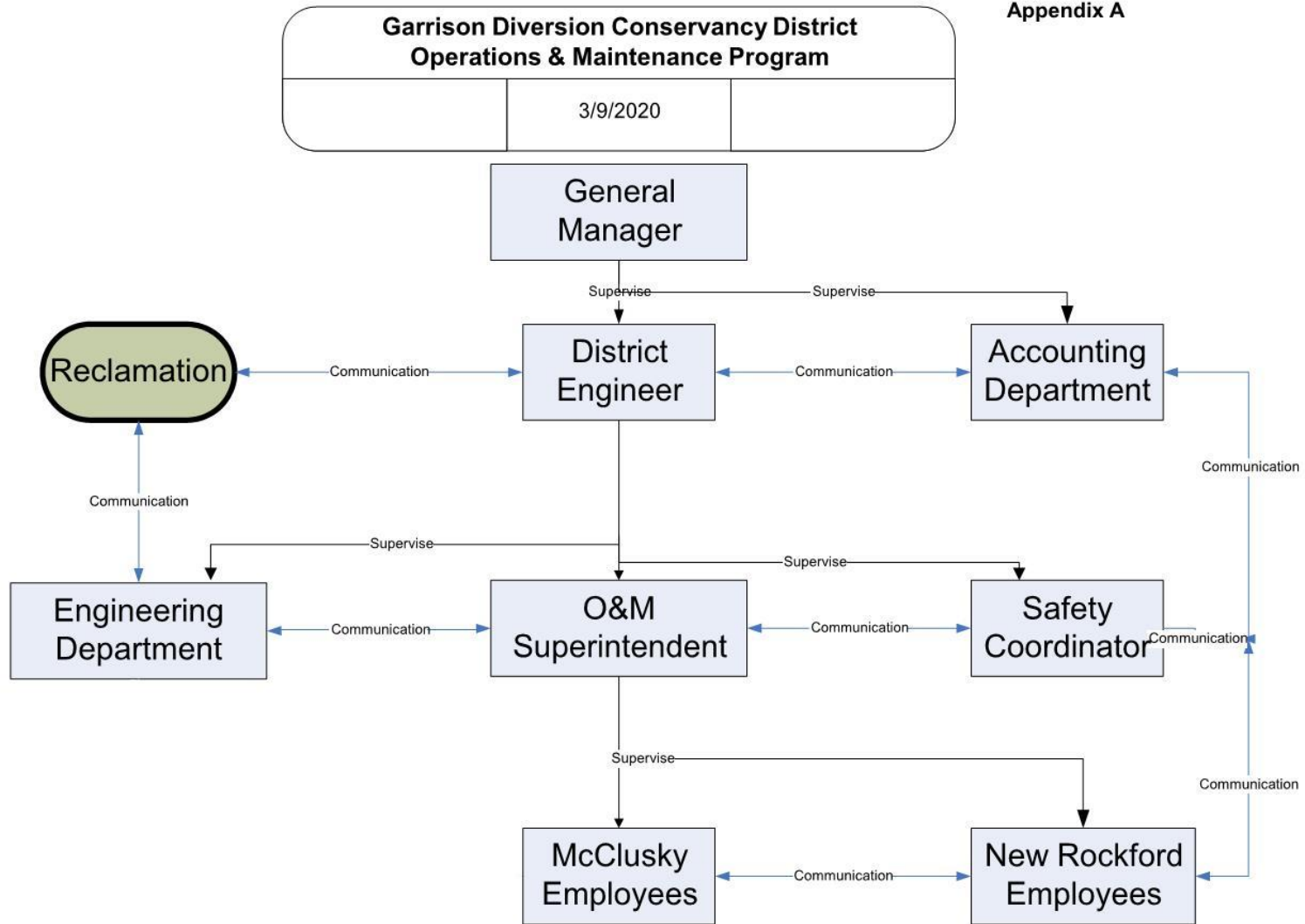
b. Snake Creek Pumping Plant (SCPP)

1. Inspect wall thickness of service water pipes. Replace as necessary.**
2. Prepare specifications and contract to recoat Unit #2 and #3 intake elbow from the intake gates to the pump bowl.***
3. Install wi-fi throughout the plant.**
4. Investigate replacing the Azone injection system and upgrading the plants domestic water to a potable system.**
5. Update domestic water tank level control system.**

6. Continue automating SCADA system.**
7. Recoat exterior of substation switchgear.***
8. Contact Siemens to program motor shutdown and high sump through security system callout.***
9. Install camera on west side of superstructure.*
10. Update Arc Flash study within facility.***
11. Replace pumps: (1) Fire Suppression, (1) Domestic Water, (1) Emergency Water.*
12. Perform DC ramp test and determine baseline for motor cables.***
13. Repair/replace outlet wing wall.*
14. Replace expired safety gear within plant.***
15. Investigate options for more maintenance shop storage.*
16. Insert bearing pad or other material to the cantilever support of the roof access platform on the left wall of the pumping plant.**
17. Inject sealant into the leaking bridge pier cracks, and into the water seeping into the turbine pits and concrete joint along west wall of unit 3.***
18. Clean and recoat units 2 and 3 discharge pipe exteriors.**
19. Remove and replace caulking at joints of the metal roof and concrete wall sections.**
20. Clean, reseal, and recoat suction tube drain shutoff valve V253 for Units 1 and 2.
21. Recoat the areas of failed coating on the metalwork of the pumping plant escape access ladders and platforms in rooms 405 and 503 and vent shaft platform on level 4.**
22. Coordinate demo and construction of NAWs intake. Assure safe working and facility security are implemented throughout the construction activities. Gather and store equipment and components that would be beneficial for future maintenance. Coordinate delivery and offload of components hauled to McClusky.***

D. MILESTONES AND COMPLETION DATES

Tasks	Milestones	Completion Date
1	Annual jetting of Jamestown relief wells	April 15
2	Complete 1 st quarter water operations report	April 30
3	Complete maintenance and repairs on equipment, pumping plants and distribution systems in preparation for yearly water distribution	May 1
4	Reach Lake Audubon summer target elevation	May 25
5	Water up pipe laterals and pumping plants for irrigation season	June 10
6	Complete hay auction	June 15
7	Complete spring blading of O&M roads	June 30
8	Sweep bridge decks	June 30
9	Complete 2 nd quarter water samples along the McClusky Canal	June 30
10	Complete water deliveries to FWS WDA's	June 30
11	Complete summer mowing of county and township road ditches	July 15
12	Complete 2 nd quarter water operations report	July 30
13	Complete fall blading of O&M roads	Sept 1
14	Complete annual noxious weed spraying	Sept 30
15	Annual inspection of bridge abutments	Sept 30
16	Conduct joint annual inspection of New Rockford and McClusky Canals	Sept 30
17	Complete 3 rd quarter water samples along the McClusky Canal	Sept 30
18	Complete fall mowing of county and township road ditches	Sept 30
19	Dewater and winterize pipe laterals and pumping plants	Nov 15
20	Complete annual vegetation management report	Dec 31
21	Submit annual water delivery summary	Dec 31



Appendix B

**GARRISON DIVERSION CONSERVANCY DISTRICT
MANDATORY ANNUAL SAFETY TRAINING**

Topic	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1st Aid												
CPR												
Defensive Driving												
Skidsteer/Forklift												
Safety Attitude	X											
Cell Phone Safety	X											
JSAs	X											
Safety Conference		X										
Hearing Protection/Survey/Tests				X								
Eye Protection	X	X										
Head Protection	X	X										
Foot Protection	X	X										
Hand Protection	X	X										
Ladders, Slips, Trips & Falls			X									
General Safety Rules				X								
Drug/Alcohol/Medical				X								
Incident/Near Miss Reporting				X								
Health Physicals				X								
Pesticides				X								
Respirator/Fit Testing					X							
Hanta Virus/West Nile					X							
CPR/Bloodborne Pathogens					X					X		
Welding					X							
Compressed Gases					X							
Working Outdoors						X						X
Fire Protection/Mean of Egress/Emergency Plans						X						
Trenching/Excavation							X					
Lockout/Tagout Verifications							X					
Machine Guarding							X					
Hand/Power/Stationary Tools							X					
Hazard Communication/Materials/MSDS								X				
Ergonomics								X				
Housekeeping									X			
Scaffolding									X			
Rigging/Hoisting/Slings/Chains									X			
Electrical Safety										X		
Back Safety											X	
Carbon Monoxide											X	
Confined Spaces											X	
Ice/Winter Safety												X
Battery Safety												X
Asbestos												X
Painting												X
Miscellaneous Training												X

Appendix C

**GARRISON DIVERSION UNIT
OPERATION, MAINTENANCE, and
REPLACEMENT WORKPLAN
FOR OTHER PROJECT WORKS**

January 1, 2025- December 30, 2025

November 1, 2024

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I. INTRODUCTION

A. Purpose

This document presents Reclamation's annual operation, maintenance, and replacement (OM&R) workplan as required by OM&R Transfer Contract 20XX620109. It details work items presented to Garrison Diversion to be performed on Other Garrison Diversion Unit (GDU) Project Works, in addition to the Transferred Project Works.

B. General

Reclamation will annually submit an OM&R workplan listing work items for Other GDU Project Works to Garrison Diversion for consideration to complete. This is a dynamic document that may change, depending on actual conditions encountered. All significant changes and activities will be closely coordinated between Reclamation and Garrison Diversion. Before any major unscheduled work item is undertaken, Reclamation and Garrison Diversion will verbally concur on schedule and budget. Routine work will be performed in accordance with this annual workplan. Accomplishments will be reported to Reclamation along with accomplishment reports for the transferred works.

Other GDU Project Works, included in this Workplan: McClusky Canal mile-marker (MM) 59-74, New Rockford Canal, Lonetree Wildlife Management Area, Jamestown Dam, Arrowwood and Audubon National Wildlife Refuge mitigation features, Scattered Tracts wildlife development areas, radio towers, State and Tribal MR&I, and McClusky Canal recreation facilities. Work and costs will be tracked separately for each facility by Garrison Diversion and fully reimbursed by Reclamation according to OM&R Transfer Contract 20XX620109.

The workplan is divided into two parts, routine and specific work activities. Section C below discusses the routine OM&R work to be performed by area. All routine work is considered high priority.

Specific work activities, which have been identified during various field reviews, are listed in Section D under their respective location subheadings. **The priorities for these specific work activities are shown by each individual item.**

Garrison Diversion should track maintenance in a Facilities Maintenance Checklist. Joint OM&R reviews may be scheduled between Reclamation and Garrison Diversion to ensure work is being accomplished within agreed upon priorities, schedules, and budget.

C. Routine OM&R Work

a. McClusky Canal (MM 59-74) and New Rockford Canal

Garrison Diversion is to perform all maintenance of buildings and yards and provide janitorial services for all office, shop, and storage facilities at New Rockford.

Canals and associated facilities are to be monitored for slides, erosion, drainage and other problems on at least a weekly basis. Some activities, such as reading wells and monitoring water elevations and flows, have specific schedules to follow to ensure that all drainage facilities are operating correctly and desirable water levels in the canals are maintained within reason. On the New Rockford Canal, slides within the canal prism should be covered with gravel material available from Reclamation's cleared Lonetree gravel pit to protect O&M roads and to cover canal lining.

Vegetation management along the canals includes several control methods such as aerial and ground spraying, mowing, grazing, burning, or other biological non-chemical control methods.

Activities along the canal such as repairing and removing fence, cleaning or removing cattle guards, and other general right-of-way related maintenance are to be performed as needed.

Blading, vegetation control on roads, graveling when needed, filling holes, clearing material deposited from small landslides, and other miscellaneous maintenance items are to be performed as needed on the McClusky Canal (MM 59-74) O&M roadways to maintain at least one passable O&M road along the length of the canal. The New Rockford Canal O&M roads are to be maintained with chemical and mowing methods, with blading only as necessary. County roads are to be mowed in accordance with county regulations.

Maintenance on all structures is to be performed as required so that structures are unobstructed and meet current operational needs. A master schedule detailing all structures and a schedule for inspecting each type of structure is to be maintained. A schedule is to be maintained for recoating structures and equipment to maintain the life, safety, operating efficiency, and appearance of the structures and equipment.

Reclamation will conduct certified bridge inspections biennially on all Type I bridges, in accordance with their inspection schedule. Garrison Diversion is to annually inspect all bridge abutment within McClusky Canal MM 59-75 and New Rockford Canal. Garrison Diversion is to maintain McClusky Canal MM 59-74 bridges markers, attenuation systems, and remove any gravel

from the bridge decks.

Cleaning, removal, and replacement of buried pipe drains in McClusky MM 59-74 and New Rockford is to be completed in accordance with a master schedule. The schedule also includes jetting Jamestown Dam relief wells and toe drains. All pipe drains are to be maintained in an operational basis and inspected regularly. All drains are to be cleaned, as needed, to ensure flows are not obstructed.

Water operations on the McClusky Canal MM 59-74 and New Rockford Canal are to be maintained in a dewatered condition as much as practical.

b. Radio Towers

Garrison Diversion is to maintain the towers, buildings, and grounds at Dogden Butte and Prophets Mountain radio tower sites. Noxious weed control and site security are to be performed at the Harvey, Jamestown, LaMoure, and Devils Lake sites.

c. Jamestown Dam

Garrison Diversion is to: jet clean the eight relief wells in the spring and fall; jet clean the horizontal drains and pipes in the spring; mow and spray the dam site area in late June and in mid-September; and remove snow as required to keep access in winter.

d. McClusky Canal Recreation

For areas open to the public, maintain lands and facilities necessary to provide minimum basic facilities to meet public health and safety standards, primarily in the Chain-of-Lakes Area. This includes routine maintenance of restroom facilities, boat docks, boat ramps, parking areas, camp sites, fire rings, signs, and garbage pickup. It also includes spraying noxious weeds and managing the vegetation, mowing parking areas and fire breaks. Standing operating procedures (SOP) have been developed for describing the facilities, O&M activities, schedules, and procedures. The SOP is reviewed annually and updated as necessary by Reclamation and Garrison Diversion.

e. Other GDU Project Works

Reclamation may ask Garrison Diversion to provide assistance on maintenance of other GDU Project Works as needed. This work is typically short-term projects, occurs unexpectedly, and is difficult to plan for. An example of this type of work item, which has occurred in the past, is setting-up emergency pumping operations for Tribal MR&I systems. Garrison Diversion has the equipment and personnel expertise to complete this work in the most efficient and economical manner without disruption to another

OM&R work on the GDU. In the event such work activities occur, they will be handled as unscheduled work activities and closely coordinated between Reclamation and Garrison Diversion.

D. Specific Work Items

*** High Priority

** Medium Priority

* Low Priority

a. McClusky Canal (MM 59-74)

- Fix v-ditch at MM 62L.*
- Remove any trees within 100 feet from any canal embankment/fill areas. ***
- Inspect all cross-drainage siphons and culverts and re-set or grout end sections that have separated. **

b. New Rockford Canal

- Inspect and repair cross drain end sections that have separated from the conduits. *** (O&M Recommendation 2019-2-C)
It is suggested that two cables or bars be attached from the end section to the conduit to prevent separation from happening again.
- Repairs at the cross drain at MM 28.5L need to be completed. Resetting the inlet may not be possible. Repairs could include grouting, installing a metal plate, or tie the inlet and the culvert with metal strapping.*
- Monitor the voids under abutments concrete pile caps of bridges NR 1-7, NR 1-8, and NR 1-9. Add material to the bridge abutments in the canal prism that are exhibiting settling. It is suggested to fill to a 3:1 slope. Need to backfill the abutments of bridge NR 1-12. Additional settlement has occurred at the previous grouted repair. *
- Seal significant cracks in the outlet headwall at Siphon NR 1-11.*** (O&M Recommendation 2021-2-A)
- Repair pump No. 1 of the relief well located at approximate MM 7.4 (station 389+80). - Pump has been installed, but discharge pipeline within manhole needs repair. (O&M Recommendation 2019-3-A). Pump and pipe have been replaced but pump failure occurs in short order. Research pump replacement options to prolong life of electric pump.*
- Woody vegetation should be sprayed or removed from within the prism of the canal and bridge prisms. ***

- Work with Eddy County (their request) to install culvert through canal along Hwy 281.*

New Rockford Office

No specific work scheduled for 2025.

c. Arrowwood National Wildlife Refuge

- Inspect and replace the wire connection to electrode #6 in the West Culvert.***
- Install the new water level sensor.***
- Place rip rap near radial gate structure. FWS has rocks and will haul to the area.**

d. Audubon National Wildlife Refuge

- Gather field stones for later use on Audubon dike repairs, stockpile at the McClusky Canal Headworks. Gather and screen rockpiles on refuge as directed by FWS. *
- Place rip rap in the eroded areas on Norland dike.*** Coordinate timing, access, and rocks with FWS.

e. Lonetree

No specific work schedule for 2025.

f. Scattered Tracts

No specific work scheduled for 2025.

g. Radio Towers

- Work together with Reclamation to decommission radio tower sites as determined necessary. *
- Conduct a joint site review of all radio tower sites with Reclamation. *

h. **Jamestown Dam**

- Offload and set the new concrete inspection well covers.**

i. **McClusky Canal Recreation**

- Gravel access roads at COL.*
- Shoreline stabilization at New Johns.**
- East Park Lake campsites access road**

E. MILESTONES AND COMPLETION DATES

Tasks	Milestones	Completion Date
1.	Clean and prepare Chain of Lakes for public use.	May 20
2.	Complete hay auction.	June 15
3.	Inspect and maintain Chain of Lakes for public use.	June 30
4.	Complete spring blading of roads.	June 30
5.	Sweep bridge decks.	June 30
6.	Jamestown spring mowing, spraying, & jetting of relief wells.	July 1
7.	Complete summer mowing of county and township road ditches.	July 15
8.	Complete fall blading of O&M roads.	Sept. 1
9.	Inspect and maintain Chain of Lakes for public use.	Sept. 20
10.	Complete annual noxious weed spraying.	Sept. 30
11.	Annual inspection of bridge abutments.	Sept. 30
12.	Conduct joint annual inspection of New Rockford and McClusky Canals.	Sept. 30
13.	Complete fall mowing of county and township road ditches.	Sept. 30
14.	Jamestown fall mowing, spraying, & jetting of relief wells.	Sept 30

Appendix D

OMR Contract # 20XX620109

Budget FY 2025

BUDGET ITEM DESCRIPTION	Transferred Works Jan 1 to Dec 31, 2025	Other Project Works Jan 1 to Dec 31, 2025	Total Budget Jan 1 to Dec 31, 2025
SALARIES AND WAGES			
O&M Wages	\$ 853,000.00	\$ 226,700.00	\$ 1,079,700.00
Management Salaries	\$ 130,536.00	\$ 45,864.00	\$ 176,400.00
Total Wages	\$ 983,536.00	\$ 272,564.00	\$ 1,256,100.00
FRINGE BENEFITS			
O&M Benefits	\$ 436,712.00	\$ 116,088.00	\$ 552,800.00
Management Benefits	\$ 65,850.00	\$ 21,950.00	\$ 87,800.00
Total Benefits	\$ 502,562.00	\$ 138,038.00	\$ 640,600.00
TRAVEL			
Travel	\$ 2,760.00	\$ 8,740.00	\$ 11,500.00
TRAINING			
Training	\$ 473.00	\$ 627.00	\$ 1,100.00
EQUIPMENT			
Equipment Maintenance	\$ 146,200.00	\$ 68,800.00	\$ 215,000.00
Equipment Lease	\$ 4,000.00	\$ -	\$ 4,000.00
Equipment Purchase	\$ 181,030.00	\$ 239,970.00	\$ 421,000.00
Total Equipment	\$ 331,230.00	\$ 308,770.00	\$ 640,000.00
SUPPLIES/MATERIALS			
Supplies	\$ 81,200.00	\$ 121,800.00	\$ 203,000.00
Materials	\$ 207,000.00	\$ 30,000.00	\$ 237,000.00
Total Supplies & Materials	\$ 288,200.00	\$ 151,800.00	\$ 440,000.00
CONTRACTUAL SERVICES			
Engineering	\$ 51,720.00	\$ 54,480.00	\$ 106,200.00
Professional Services	\$ 100,000.00	\$ -	\$ 100,000.00
Total Contractual Services	\$ 151,720.00	\$ 54,480.00	\$ 206,200.00
OTHER			
Utilities	\$ 22,890.00	\$ 53,410.00	\$ 76,300.00
Safety	\$ 27,243.00	\$ 15,812.00	\$ 43,055.00
Miscellaneous	\$ 4,914.00	\$ 13,986.00	\$ 18,900.00
Total Other	\$ 55,047.00	\$ 83,208.00	\$ 138,255.00
TOTAL DIRECT COSTS	\$ 2,315,528.00	\$ 1,018,227.00	\$ 3,333,755.00
INDIRECT COSTS			
TOTAL INDIRECT COSTS- Rate 30.77%	\$ 630,938.23	\$ 230,238.68	\$ 861,176.91
TOTAL PROJECT COSTS	\$ 2,946,466.23	\$ 1,248,465.68	\$ 4,194,931.91

*Transferred works include:

Snake Creek Pumping Plant
McClusky Canal O&M (MM 0-59)
McClusky Canal ROW (MM 0-59)
Carrington HQ non-routine costs

**Other Project works include:

McClusky Canal O&M (MM 59-74)
McClusky Canal ROW (MM 59-74)
McClusky Canal Recreation
New Rockford Canal & Radio Towers
Arrowwood National Wildlife Refuge
Audubon National Wildlife Refuge
Lonetree
Scattered Tracts
Jamestown Dam
Tribal MR&I

Garrison Diversion Conservancy District
 Operations and Maintenance Division
 Committed Funds from Year 2024

<u>Equipment</u>		<u>Amount</u>
Tandem Axle Dump Truck	\$	183,167.00
Tandem Axle Dump Truck	\$	183,164.00
Total Equipment Contracts	\$	366,331.00
<u>Contracted Services</u>		
	\$	-
Total Contracted Services	\$	-
<u>Professional Services</u>		
Task Order 1.25 - SC REM Alt Feasibility	\$	27,653.00
Total Professional Services	\$	27,653.00
Total Committed Funds	\$	393,984.00
<u>Total Committed Funds Subject to Indirect</u>		
	\$	27,653.00
	\$	27,653.00
Indirect Cost Rate 2024		<u>23.88%</u>
Indirect Cost on Committed Funds	\$	6,846.88
Total Cost Committed Funds	\$	400,830.88

Garrison Diversion Conservancy District
Operations and Maintenance Division
Estimated Appropriation

2024 Committed Funds	\$	400,830.88
<u>2025 Program Work Budget</u>	\$	<u>4,194,931.91</u>
2025 Estimated Funds Needed	\$	4,595,762.80

GARRISON DIVERSION CONSERVANCY DISTRICT WATER ASSISTANCE GRANT PROGRAM OUTSTANDING PROJECTS June 1, 2021 to December 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 12-31-24	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 12-31-24	
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			\$ 9,296.00	\$ 704.00	\$ -	
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	\$ -	
Ward	NPRWD	City of McVile Water Leak	08-19-24		\$ 1,080.00		\$ 1,080.00		\$ -	
TOTALS					\$ 147,213.00	\$ 266,019.00	\$ 6,425.00	\$ 194,462.06	\$ 46,978.94	\$ 165,366.00

GARRISON DIVERSION CONSERVANCY DISTRICT					
MR&I Project Construction Report					
December 31, 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	\$ 318,062.95	\$ 1,137,139.07	5,732,860.93
NAWS-Biota Treatment Plant	\$ 66,574,495.85	\$ 52,542,365.41	\$ 4,869,973.08	\$ 57,412,338.49	9,162,157.36
NAWS-Westhope to Souris River (2-4B)	\$ 4,660,000.00	\$ 3,210,130.47		\$ 3,210,130.47	1,449,869.53
Totals	\$ 78,104,495.85	\$ 56,571,572.00	\$ 5,188,036.03	\$ 61,759,608.03	\$ 16,344,887.82

GARRISON DIVERSION CONSERVANCY DISTRICT
 MR&I BIL Agreement Project Construction Report
 December 31, 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	\$ -	\$ 4,009,614.61	\$ 4,009,614.61	3,390,385.39
Snake Creek Discharge Pipeline (2-1E)	\$ 4,500,000.00	\$ -	\$ 1,322,343.30	\$ 1,322,343.30	3,177,656.70
Totals	\$ 40,545,000.00	\$ -	\$ 5,331,957.91	\$ 5,331,957.91	\$ 35,213,042.09

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

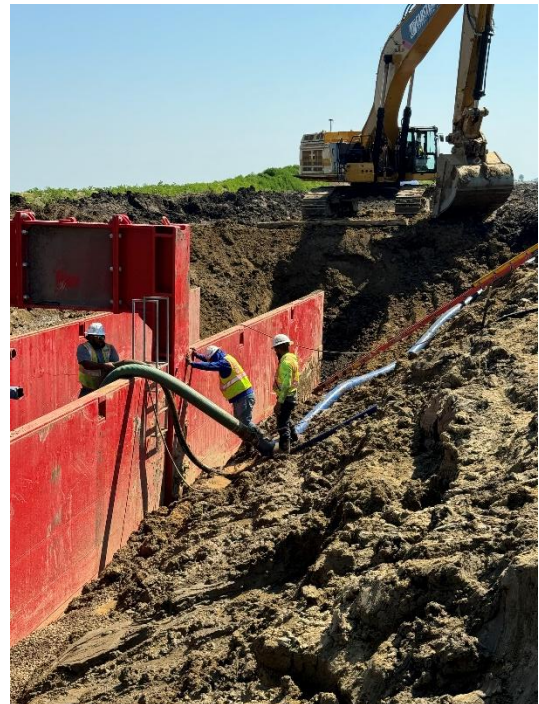
The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting.

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	



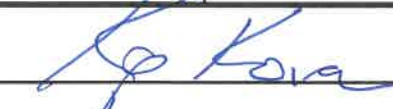
BID TABULATION SUMMARY
 117
 Red River Valley Water Supply Project
 Red River Valley Transmission Pipeline
 James River to McKinnon Twp, Foster County, ND
 Contract 6A, Task Order 5561



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.

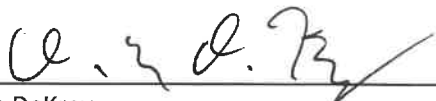
You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award:

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 and 00/100 Dollars; (\$52,528,500.00).

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 15th 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 January 6, 2025
(which is the Effective Date of the Contract).

OWNER: Garrison Diversion
Conservancy District

[Signature]

By: Duane DeKrey

Title: General Manager

Attest: Stacey L. Gourias

Title: Administrative Assistant

Address for giving notices:

401 Hwy 281 NE
Carrington, ND 58421

Approved as to Form

Attorney for Owner

CONTRACTOR:
Carstensen Contracting Inc.

[Signature]

By: Ricky Carstensen

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign)

Attest: Kaly Wynn

Title: Project Manager

Address for giving notices:

800 East Quartzite Street
Dell Rapids, SD 57022

Contractor's License No. 28630

Expiration Date 3/1/2025

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.

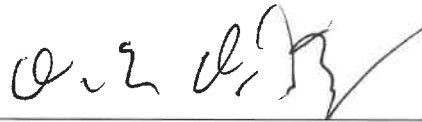
Garrison Diversion Conservancy District

(Contractor)

(Owner)

Received by:

Given by:



Signature

Signature

Print Name, Title

Duane DeKrey, General Manager

Print Name, Title

6 Jan 25

Date

Date

cc: Kip Kovar, GDCD
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 4th 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. 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)

January 2, 2025

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 \$) ^{1,2,3}			
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%	
1.	Garrison Diversion Conservancy District Budget 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				
	Property, Easements, and Crop Damage Payments⁴ 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.	Transmission Pipeline East Contract 5C 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 Svcs Const, 2026 Fin							\$ 5.64	\$ 4.23	\$ 1.41
	Transmission Pipeline East Contract 5D 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
5.	RRV Transmission Pipeline Contract 6A 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 Svcs Const, 2027 Fin							\$ 5.47	\$ 4.10	\$ 1.37
	ENDAWS Transmission Pipeline Contract 3 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						
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 Hurdfield at HBTs.		Feb-24	Prof Svcs				\$ 7.18	\$ 5.39	\$ 1.80			



2023 to 2025 Biennium Work Plan

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

January 2, 2025

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 \$) ^{1,2,3}			
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%	
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	\$ 2.19	\$ 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.	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		\$ 0.75	\$ 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.	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		\$ 2.87	\$ 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.	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		\$ 0.37	\$ 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.	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				\$ 0.50	\$ 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.	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				\$ 0.65	\$ 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.													
14.	Outreach, Plng, and Design to Secure User Commitments	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				\$ 1.69	\$ 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.													



2023 to 2025 Biennium Work Plan

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

January 2, 2025

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 \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
15.	Operational Planning and Asset Management Phase 3	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24	Prof Svcs				\$ 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.	Financial Planning Support	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			
	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.	Additional End User Outreach	Conceptual designs and other consulting support to support end user understanding of core pipeline and applicable branch pipeline CapEx necessary to secure MOU signatures.	Apr-25	Prof Svcs				\$ 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.	McClusky Canal Hydraulics & Water Quality Investigation	Evaluate canal improvements necessary to deliver flows. Develop operational plan to supply irrigators and ENDAWS/RRVWSP system while improving delivered water quality.	Apr-25	Prof Svcs				\$ 0.50	\$ 0.38	\$ 0.13			
	Scope: Study and report on operation of the McClusky Canal to reliably supply flow to irrigators and the ENDAWS project.												
	Need: The McClusky Canal and the Snake Creek Pumping Plant are critical components of the ENDAWS/RRVWSP system.												
19.	ENDAWS BWTP Site Dev, Grading, and Tunnel Shaft	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.	Apr-25	Prof Svcs			\$ 1.40	\$ 1.05	\$ 0.35				
	Scope: Final design and bidding assistance with partial execution of the construction work by GDCD.												
	Need: Provide site access for construction and ready site for substantial facilities construction beginning in 2028.												
20.	ENDAWS Biota Water Treatment Plant Piloting	Pilot scale treatment train consisting of preliminary treatment, UV disinfection, chlorination, and residual chloramine treatment.	Apr-25	Prof Svcs			\$ 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.												
21.	ENDAWS BWTP Geotechnical Investigation Phase 2	Geotechnical borings; soil characterization, sampling and testing; and reporting to fully inform design team and contractors of on-site insitu soil characteristics.	Apr-25	Prof Svcs			\$ 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)

January 2, 2025

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 \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
22.	ENDAWS BWTP Electrical Service Extension Study	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 Svcs	\$ 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.												
23.	ENDAWS TM Contract 2 Final Design and Bidding Asst	11± mi of 72" pipeline, including 96" diameter tunnels. Pipeline extends from ND Highway 14 east to the connection point with Contract 3.	Apr-25	Prof Svcs	\$ 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.												
24.	Contingency	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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 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.												
TOTAL PROGRAM BUDGET					\$ 15.54	\$ 11.66	\$ 3.89	\$ 19.00	\$ 14.25	\$ 4.75	\$ 211.46	\$ 158.60	\$ 52.87

- 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 and remaining easements from the beginning of the Contract 4 transmission main to the Sheyenne River Outfall, with most located 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. 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.

2023-2031 Schedule
Red River Valley Water Supply Project

25-1 GD CD RRVWSP 2020-28 Schedule

Thu 1/2/25

ID	Task Name	Duration	Start	Finish	% Complete	2023				2024				2025				2026				2027				2028				2029				2030				2031			
						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
1	EARLY-OUT PROJECTS	497 days	Mon 10/19/20	Tue 9/13/22	100%																																				
32	MRI, SCREEN STRUCTURE & TUNNEL, CT 2	727 days	Thu 10/1/20	Fri 7/14/23	100%	7/14																																			
48	TRANSMISSION PIPELINE EAST, CT 5B	699 days	Thu 7/1/21	Tue 3/5/24	93%	3/5																																			
49	Final Design Wrap-up	107 days	Thu 7/1/21	Fri 11/26/21	100%																																				
52	Bidding Assistance & Award	65 days	Mon 11/29/21	Fri 2/25/22	100%																																				
59	Construction 5B - Garney (9 miles)	527 days	Mon 2/28/22	Tue 3/5/24	91%	3/5																																			
60	Substantial Completion	485 days	Mon 2/28/22	Fri 1/5/24	99%	1/5																																			
61	Final Completion	42 days	Mon 1/8/24	Tue 3/5/24	0%	3/5																																			
62	TRANSMISSION PIPELINE EAST, CTS 5C&D	1261 days	Fri 10/1/21	Fri 7/31/26	65%	7/31																																			
63	Final Design Wrap-up	456 days	Fri 10/1/21	Fri 6/30/23	100%	6/30																																			
67	Bidding Assistance & Award	109 days	Mon 7/3/23	Thu 11/30/23	100%	7/3 11/30																																			
74	Construction 5C - Oscar Renda (8 miles)	713 days	Wed 11/8/23	Fri 7/31/26	52%	11/8 7/31																																			
75	Initial Pipe Submittals, Fab, & Delivery	148 days	Wed 11/8/23	Fri 5/31/24	100%																																				
76	Pipe Installation	370 days	Mon 6/3/24	Fri 10/31/25	45%	10/31																																			
77	Testing and Substantial Completion	43 days	Wed 4/1/26	Fri 5/29/26	0%																																				
78	Final Completion	45 days	Mon 6/1/26	Fri 7/31/26	0%	7/31																																			
79	Construction 5D - Carstensen (10 miles)	726 days	Fri 10/20/23	Fri 7/31/26	52%	10/20 7/31																																			
80	Initial Pipe Submittals, Fab, & Delivery	161 days	Fri 10/20/23	Fri 5/31/24	100%																																				
81	Pipe Installattion	370 days	Mon 6/3/24	Fri 10/31/25	43%	10/31																																			
82	Testing and Substantial Completion	43 days	Wed 4/1/26	Fri 5/29/26	0%																																				
83	Restoration and Final Completion	45 days	Mon 6/1/26	Fri 7/31/26	0%	7/31																																			
84	RRV TRANSMISSION PIPELINE, CT 6A	1500 days	Mon 11/1/21	Fri 7/30/27	47%																																				
85	Final Design	695 days	Mon 11/1/21	Fri 6/28/24	100%	6/28																																			
90	Bidding Assistance & Award	86 days	Mon 9/23/24	Mon 1/20/25	99%	9/23 1/20																																			
91	Advertisement & Bid Letting	34 days	Mon 9/23/24	Thu 11/7/24	100%																																				
92	Pre-Award Services	31 days	Fri 11/8/24	Fri 12/20/24	100%																																				
93	Post-Award Services	21 days	Mon 12/23/24	Mon 1/20/25	90%	12/23 1/20																																			
97	Construction	670 days	Mon 1/6/25	Fri 7/30/27	0%	1/6 7/30																																			
98	Submittals; Initial Pipe Fab & Delivery	106 days	Mon 1/6/25	Mon 6/2/25	0%																																				
99	Pipe Installation	369 days	Tue 6/3/25	Fri 10/30/26	0%	10/30																																			
100	Testing, Final Restoration, & Cleanup	87 days	Thu 4/1/27	Fri 7/30/27	0%	7/30																																			
101	RRV TRANSMISSION PIPELINE, CTS 6B&C	1761 days	Mon 11/1/21	Mon 7/31/28	39%																																				
102	Final Design	956 days	Mon 11/1/21	Mon 6/30/25	91%	6/30																																			
103	Prepare & Deliver 60% Docs	215 days	Mon 11/1/21	Fri 8/26/22	100%																																				
104	Prepare & Deliver 90% Docs	132 days	Mon 8/29/22	Tue 2/28/23	100%																																				
105	Prepare & Deliver 100% Docs	88 days	Thu 8/1/24	Mon 12/2/24	100%																																				

2023-2031 Schedule
Red River Valley Water Supply Project

25-1 GDCCD RRVWSP 2020-28 Schedule

Thu 1/2/25

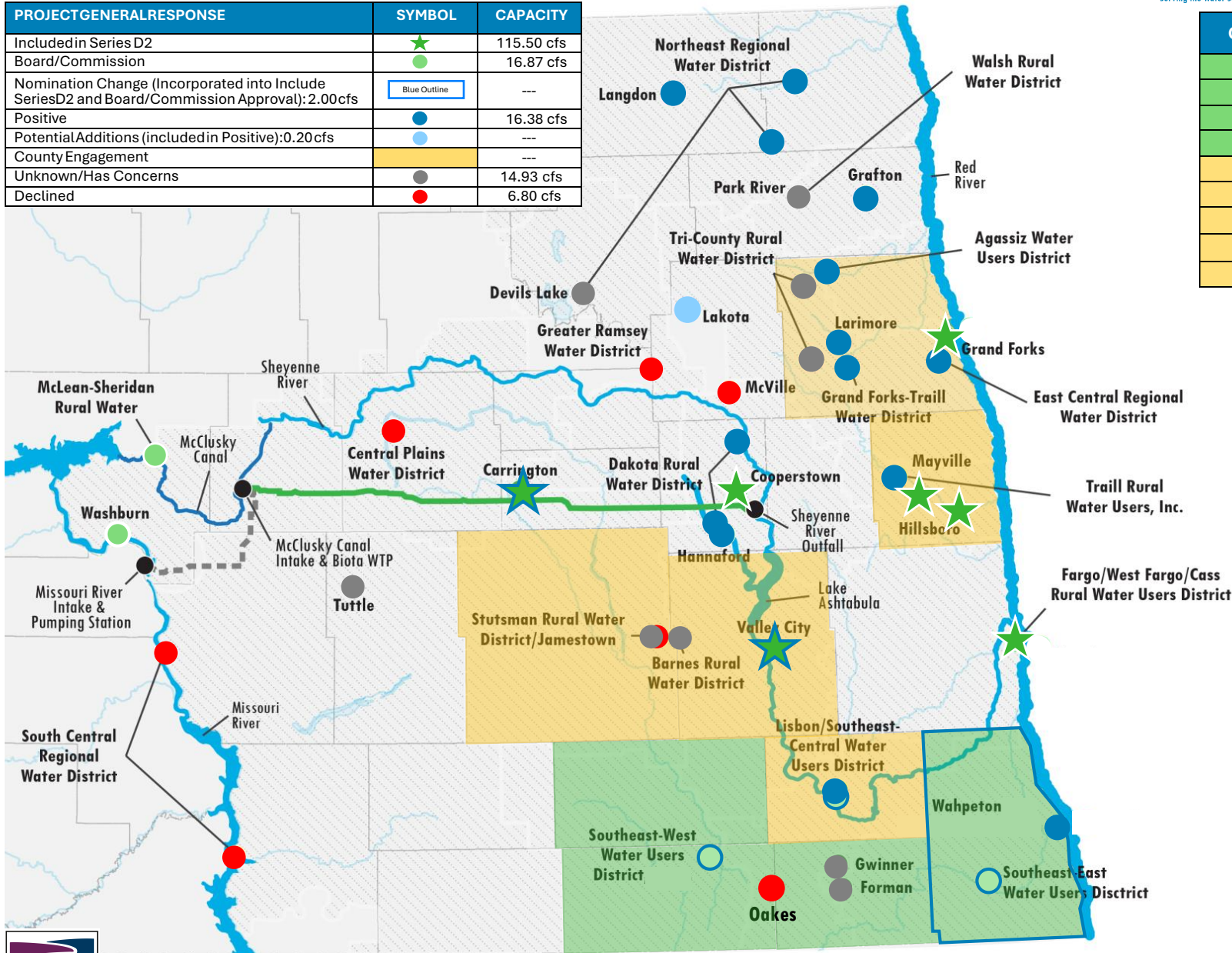
ID	Task Name	Duration	Start	Finish	% Complete	2023-2031 Schedule																																			
						2023 Q1	2023 Q2	2023 Q3	2023 Q4	2024 Q1	2024 Q2	2024 Q3	2024 Q4	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	2027 Q1	2027 Q2	2027 Q3	2027 Q4	2028 Q1	2028 Q2	2028 Q3	2028 Q4	2029 Q1	2029 Q2	2029 Q3	2029 Q4	2030 Q1	2030 Q2	2030 Q3	2030 Q4	2031 Q1	2031 Q2	2031 Q3	2031 Q4
106	Prepare & Deliver Final Docs	43 days	Thu 5/1/25	Mon 6/30/25	0%																																				
107	Bidding Assistance & Award	65 days	Mon 9/1/25	Fri 11/28/25	0%																																				
114	Construction	696 days	Mon 12/1/25	Mon 7/31/28	0%																																				
118	RRV TRANSMISSION PIPELINE, CTS 7A&B	1326 days	Mon 7/3/23	Mon 7/31/28	34%																																				
119	Final Design	562 days	Mon 7/3/23	Tue 8/26/25	81%	7/3																																			
120	Prepare& Deliver 60% Docs	240 days	Mon 7/3/23	Fri 5/31/24	100%																																				
121	Prepare& Deliver 90% Docs	140 days	Mon 6/3/24	Fri 12/13/24	100%																																				
122	Prepare& Deliver 100% Docs	44 days	Mon 1/13/25	Thu 3/13/25	0%																																				
123	Prepare& Deliver Final Docs	44 days	Thu 6/26/25	Tue 8/26/25	0%																																				
124	Bidding Assistance & Award	65 days	Mon 9/1/25	Fri 11/28/25	0%																																				
131	Construction	696 days	Mon 12/1/25	Mon 7/31/28	0%																																				
135	TRANSMISSION PIPELINE EAST, CT 4	1695 days	Thu 2/1/24	Wed 7/31/30	26%																																				
136	Final Design	890 days	Thu 2/1/24	Wed 6/30/27	69%	2/1																																			
137	Prepare& Deliver 60% Docs	130 days	Thu 2/1/24	Wed 7/31/24	100%																																				
138	Prepare& Deliver 90% Docs	151 days	Mon 7/8/24	Mon 2/3/25	90%																																				
139	Prepare& Deliver 100% Docs	60 days	Mon 3/3/25	Fri 5/23/25	0%																																				
140	Prepare& Deliver Final Docs	43 days	Mon 5/3/27	Wed 6/30/27	0%																																				
141	Bidding Assistance & Award	65 days	Wed 9/1/27	Tue 11/30/27	0%																																				
148	Construction	696 days	Wed 12/1/27	Wed 7/31/30	0%																																				
152	ENDAWS TRANSMISSION PIPELINE, CT 3	1587 days	Mon 7/1/24	Tue 7/30/30	15%																																				
153	Final Design	783 days	Mon 7/1/24	Wed 6/30/27	40%	7/1																																			
154	Prepare& Deliver 60% Docs	130 days	Mon 7/1/24	Fri 12/27/24	100%																																				
155	Prepare& Deliver 90% Docs	151 days	Wed 12/4/24	Wed 7/2/25	15%																																				
156	Prepare& Deliver 100% Docs	60 days	Wed 7/30/25	Tue 10/21/25	0%																																				
157	Prepare& Deliver Final Docs	43 days	Mon 5/3/27	Wed 6/30/27	0%																																				
158	Bidding Assistance & Award	65 days	Wed 9/1/27	Tue 11/30/27	0%																																				
165	Construction	695 days	Wed 12/1/27	Tue 7/30/30	0%																																				
169	ENDAWS TRANSMISSION PIPELINE, CTS 1&2	1609 days	Mon 6/2/25	Thu 7/31/31	0%																																				
170	Final Design	803 days	Mon 6/2/25	Wed 6/28/28	0%																																				
175	Bidding Assistance & Award	65 days	Fri 9/1/28	Thu 11/30/28	0%																																				
182	Construction	695 days	Fri 12/1/28	Thu 7/31/31	0%																																				
186	FACILITY ASSETS	457 days	Thu 2/1/24	Fri 10/31/25	32%																																				
187	McClusky Canal Intake & Pumping Station	457 days	Thu 2/1/24	Fri 10/31/25	35%	2/1																																			
189	Biota WTP and Main Pumping Station	457 days	Thu 2/1/24	Fri 10/31/25	35%	2/1																																			
191	Ground Storage Reservoirs	457 days	Thu 2/1/24	Fri 10/31/25	25%	2/1																																			

RRVWSP Prospective Users Update



PROJECT GENERAL RESPONSE	SYMBOL	CAPACITY
Included in Series D2	★	115.50 cfs
Board/Commission	●	16.87 cfs
Nomination Change (Incorporated into Include Series D2 and Board/Commission Approval): 2.00 cfs	Blue Outline	---
Positive	●	16.38 cfs
Potential Additions (included in Positive): 0.20 cfs	●	---
County Engagement	■	---
Unknown/Has Concerns	●	14.93 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



RRWSP Prospective Users Update

January 2, 2025

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	4.50	Previously Withdrew but Now Positive
East Central Regional Water District (Grand Forks, Trail, Rural, Larimore)	4.40 (3.00, 1.10, 0.30)	Positive with Concerns
Stutsman Rural Water District	4.00	Declined
Southeast Water Users District	4.00	Approved with Nomination Increase
Richland County	4.00	Approved with Nomination Increase
Northeast Regional Water District / Langdon	3.20	Positive with Concerns
Grafton	2.00	Positive
Valley City	2.00	City Council Approved with Nomination Increase
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
Carrington	0.50	Approved Series D Financing with Nomination Reduction
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
McVie	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	4.00	Commission Approval
Ransom County	----	Team has Engaged with the County
Grand Forks County	----	Team has Engaged with the County
Trail 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	Board/Commission Approval	115.50 cfs
Nomination Change (Incorporated into Include in Series D2 and Board/Commission Approval); 2.00 cfs		16.87 cfs
Positive		---
Potential Additions (Included in Positive); 0.20 cfs		16.38 cfs
County Engagement		---
Unknown/Has Concerns		14.93 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,

A handwritten signature in black ink that reads "T-Z".

Tracy Zea
President and CEO
Waterways Council, Inc.

A handwritten signature in blue ink that reads "Jennifer A. Carpenter".

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, 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



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.

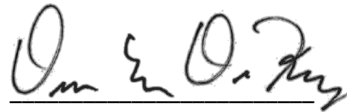
In closing, North Dakota’s rightful utilization of a miniscule percent of Missouri River water will provide water for our residents as a basic necessity of life; support economic development, including North Dakota’s position as the nation’s third largest oil producing state; and improve our resilience 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
	State MR&I Total	\$687M
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
	Tribal MR&I Total	\$743M



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 \$) ^{1,2,3}		
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	Garrison Diversion Conservancy District Budget 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			
	Property, Easements, and Crop Damage Payments⁴ 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.	Transmission Pipeline East Contract 5C 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
	Transmission Pipeline East Contract 5D 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.	RRV Transmission Pipeline Contract 6A 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
	ENDAWS Transmission Pipeline Contract 3 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 \$) ^{1,2,3}		
					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 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.	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 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.	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 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.	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 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.	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 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.	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 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.	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 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 \$) ^{1,2,3}					
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%			
14.	Outreach, Png, and Design to Secure User Commitments	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.	Operational Planning and Asset Management Phase 3	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.	Financial Planning Support	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.	Contingency	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	GDCC			\$ 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.															
TOTAL PROGRAM BUDGET								\$ 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**

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
McVie	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
Total Series D2 - PDA Participants Allocation	100.00%	\$ 11,302,440.00
Additional Interested Participants - PDA+		
Washburn	0.11%	\$ 11,991.46
Breckenridge	3.39%	\$ 382,756.11
Lakota	0.45%	\$ 51,034.15
Oakes	1.35%	\$ 153,102.44
Total Series D - PDA+ Allocation*	105.30%	\$ 11,901,324.17

***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

**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 B – LOCAL COST SHARE DISTRIBUTION

INTERIM FINANCING AGREEMENT SERIES D

THIS INTERIM FINANCING AGREEMENT SERIES D (the “Series D Agreement”), is entered this 1st 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 4th St. N
Fargo, ND 58102

If to Grand Forks: City Administrator
Grand Forks City Hall
255 N 4th 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:

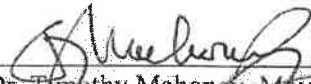


Duane DeKrey, Secretary

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
DB341F6882B4423...
Maureen Stortad, Finance Director

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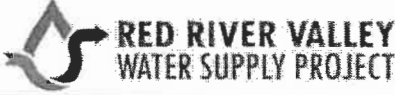

  																
2023 to 2025 Biennium Work Plan (\$244.0 mil Total Funding; \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)																
June 21, 2023																
No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Biennium ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}			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.	Garrison Diversion Conservancy District Budget 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.	Property, Easements, and Crop Damage Payments⁴ 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	\$ 2.00	\$ 1.50	\$ 0.50									
				Crp Dmg				\$ 0.78	\$ 0.58	\$ 0.20						
3.	Transmission Pipeline East Contract 5C 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												
			Aug-23	Const, 2026 Fin							\$ 5.36	\$ 4.02	\$ 1.34			
4.	Transmission Pipeline East Contract 5D 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												
			Aug-23	Const, 2026 Fin							\$ 5.85	\$ 4.39	\$ 1.46			
5.	RRV Transmission Pipeline Contract 6A 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												
			Sep-23	Const, 2026 Fin							\$ 5.31	\$ 3.98	\$ 1.33	\$ 1.8		
6.	ENDAWS Transmission Pipeline Contract 3 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.	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 Hurdfield at HBTs.	Oct-23	Prof Svcs												
											\$ 8.30	\$ 6.23	\$ 2.07		\$ 202	

EXHIBIT A
2023-2025 Biennium Budget Features

A-1

  															
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 \$) ^{1,2,3}			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.	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.	Jul-23	Prof Svcs				\$ 2.93	\$ 2.20	\$ 0.73				\$ 105	
9.	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.	Oct-23	Prof Svcs	\$ 0.80	\$ 0.60	\$ 0.20								\$ 49
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.	Oct-23	Prof Svcs	\$ 3.20	\$ 2.40	\$ 0.80								\$ 189
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.	Oct-23	Prof Svcs	\$ 0.50	\$ 0.37	\$ 0.13								\$ 31
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.	Oct-23	Vend & Prof Svcs				\$ 0.50	\$ 0.38	\$ 0.12					
13.	Prg Mgmt to Support Larger Spend and Expanded Team 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.	Outreach, Plng, and Design to Secure User Commitments 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 \$) ^{1,2,3}			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.	Operational Planning and Asset Management Phase 3 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.	Financial Planning Support 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.	Contingency 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	GCCD	\$ 0.60	\$ 0.45	\$ 0.15	\$ 1.03	\$ 0.77	\$ 0.25	\$ 13.08	\$ 9.81	\$ 3.27		
TOTAL PROGRAM BUDGET					\$ 10.65	\$ 7.99	\$ 2.66	\$ 21.70	\$ 16.29	\$ 5.40	\$ 211.65	\$ 158.74	\$ 52.91	\$ 421	\$ 438
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 <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:

Participant	Series D Total Principal Allocation
Fargo	*\$40,048,873
Grand Forks	*\$8,648,687
Garrison Diversion	-
Cooperstown	\$58,582
Remainder Small Systems	*\$11,243,858
Total	\$60,000,000

*subject to adjustment as provided in Sections 3.05 and 3.06.

EXHIBIT D

Draft Interim Financing Agreement Series D Small Systems Amendment

**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

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:

Participant	Series D Total Principal Allocation
Fargo	*\$40,048,873
Grand Forks	*\$8,648,687
Garrison Diversion	-
Cooperstown	\$58,582
Remainder Small Systems	*\$11,243,858
Total	\$60,000,000

[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: _____

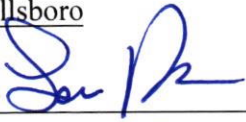
Name: _____

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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- 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.
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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.

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 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.
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.
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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.

(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:

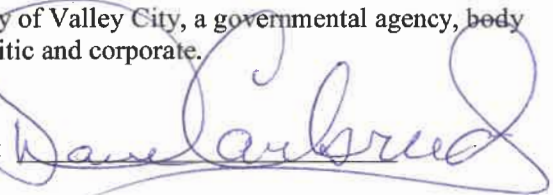
Secretary

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 \$) ^{1,2,3}		
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	Garrison Diversion Conservancy District Budget 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			
	Property, Easements, and Crop Damage Payments⁴ 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.	Transmission Pipeline East Contract 5C 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.	Transmission Pipeline East Contract 5D 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.	RRV Transmission Pipeline Contract 6A 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.	ENDAWS Transmission Pipeline Contract 3 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 \$) ^{1,2,3}		
					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 \$) ^{1,2,3}					
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%			
14.	Outreach, Png, and Design to Secure User Commitments	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.	Operational Planning and Asset Management Phase 3	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.	Financial Planning Support	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.	Contingency	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	
	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.															
TOTAL PROGRAM BUDGET								\$ 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**

Participants	Series D Principal Allocation
Fargo	\$ *40,048,873
Grand Forks	\$ *8,648,687
Garrison Diversion	-
Valley City	\$ 616,064
Remainder Small Systems	\$ *10,686,376
Total	\$ 60,000,000

EXHIBIT C

Interim Financing Agreement Series D

**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 1st 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 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 4th St. N
Fargo, ND 58102

If to Grand Forks: City Administrator
Grand Forks City Hall
255 N 4th 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:

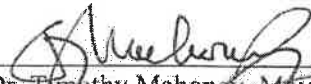


Duane DeKrey, Secretary

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
DB341F6982B4423...
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 \$) ^{1,2,R}			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.	Garrison Diversion Conservancy District Budget 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.	Property, Easements, and Crop Damage Payments 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.	Transmission Pipeline East Contract 5C 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 Aug-23	Prof Svcs Const. 2026 Fin							\$ 5.36 \$ 59.00	\$ 4.02 \$ 44.25	\$ 1.34 \$ 14.75		
4.	Transmission Pipeline East Contract 5D 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 Aug-23	Prof Svcs Const. 2026 Fin							\$ 5.85 \$ 64.60	\$ 4.39 \$ 48.45	\$ 1.46 \$ 16.15		
5.	RRV Transmission Pipeline Contract 6A 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 Sep-23	Prof Svcs Const. 2026 Fin							\$ 5.31 \$ 58.45	\$ 3.98 \$ 43.84	\$ 1.33 \$ 14.61	\$ 1.8 \$ 22.0	
6.	ENDAWS Transmission Pipeline Contract 3 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.	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).	2.7± 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	

2023-2025 Biennium Budget Features EXHIBIT A

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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 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}			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.	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.	Jul-23	Prof Svcs				\$ 2.93	\$ 2.20	\$ 0.73				\$ 105	
9.	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.	Oct-23	Prof Svcs	\$ 0.80	\$ 0.60	\$ 0.20								\$ 49
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.	Oct-23	Prof Svcs	\$ 3.20	\$ 2.40	\$ 0.80								\$ 189
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.	Oct-23	Prof Svcs	\$ 0.50	\$ 0.37	\$ 0.13								\$ 31
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.	Oct-23	Vend & Prof Svcs				\$ 0.50	\$ 0.38	\$ 0.12					
13.	Prg Mgmt to Support Larger Spend and Expanded Team 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.	Outreach, Plng, and Design to Secure User Commitments 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 \$) ^{1,2,3}			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.	Operational Planning and Asset Management Phase 3 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.	Financial Planning Support 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.	Contingency 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		
TOTAL PROGRAM BUDGET					\$ 10.65	\$ 7.99	\$ 2.66	\$ 21.70	\$ 16.29	\$ 5.40	\$ 211.65	\$ 158.74	\$ 52.91	\$ 421	\$ 438
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 <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).															

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EXHIBIT B**Local Project Cost Distribution**

Legislatively Approved State Grant: \$180 million

Local Cost Share Required: \$60 million

Local Cost Responsibility:

Participants	Series D Total Principal Allocation
Fargo	\$ *40,048,873
Grand Forks	\$ *8,648,687
Garrison Diversion	-
Valley City	\$ 616,064
Remainder Small Systems	\$ *10,686,376
Total	\$ 60,000,000

*subject to adjustment as provided in Sections 3.05 and 3.06.

EXHIBIT D

Interim Financing Agreement Series D Small Systems Amendment

**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:

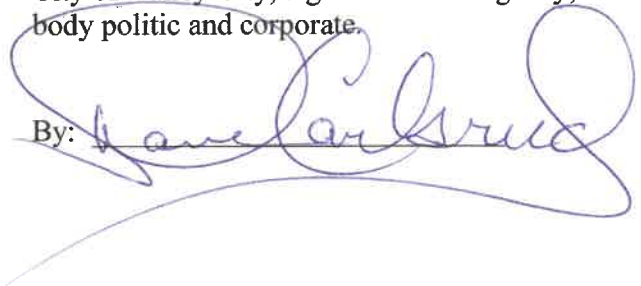
Secretary

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
Total	81.10 cfs	34.40 cfs	115.50 cfs

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
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
Total	100.00%	\$ 11,302,440.00

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

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 the City of Grand Forks, 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. 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 Project Participation Agreement (“PPA”) financial obligations for each of the RRVWSP Participants.

F. 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 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 in the event the review, terms and conditions, and negotiations of the PPA are determined to be satisfactory to the Participant.

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 \$1,823,370 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 28.1 cfs. Of this amount, Participant anticipates that its nomination would include 13.8 cfs annually for domestic needs and 14.3 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.
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- 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: _____

PARTICIPANT

City of Grand Forks

By: _____

Name: Brandon Bochenski

Title: Mayor

Date: _____

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 \$) ^{1,2,3}		
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	Garrison Diversion Conservancy District Budget 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			
	Property, Easements, and Crop Damage Payments⁴ 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.	Transmission Pipeline East Contract 5C 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.	Transmission Pipeline East Contract 5D 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	\$ 15.42
5.	RRV Transmission Pipeline Contract 6A 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	\$ 11.25	
6.	ENDAWS Transmission Pipeline Contract 3 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 \$) ^{1,2,3}		
					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.												
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.												
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.												
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.												
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.												
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.												
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.												



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 \$) ^{1,2,3}					
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%			
14.	Outreach, Png, and Design to Secure User Commitments	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.	Operational Planning and Asset Management Phase 3	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.	Financial Planning Support	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.	Contingency	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	
	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.															
TOTAL PROGRAM BUDGET								\$ 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 for
Local Cost Share of Series D Small Systems Amendment**

Project Development Agreement (PDA) Participants	Series D Small Systems Allocation Percentage*	Series D2 Principal
Carrington / Carrington JDA	0.8050%	\$ 90,979
Cooperstown	0.5183%	\$ 58,582
Fargo / West Fargo / Cass Rural	74.7038%	\$ 8,443,353
Grand Forks / East Grand Forks	16.1325%	\$ 1,823,370
Hillsboro	1.1948%	\$ 135,046
Mayville	1.1948%	\$ 135,046
Valley City	5.4507%	\$ 616,064
Total Series D2 Principal Allocation	100.00%	\$ 11,302,440.00

EXHIBIT C

Interim Financing Agreement Series D

**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 1st 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 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 4th St. N
Fargo, ND 58102

If to Grand Forks: City Administrator
Grand Forks City Hall
255 N 4th 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.)

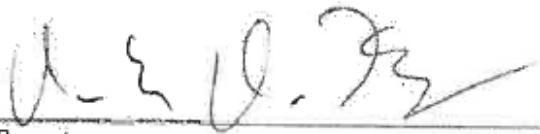
Signature Page for the Garrison Diversion Conservancy District

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
7314C9B752D843E
Brandon Bochenski, Mayor

ATTEST:

DocuSigned by:
Maureen Stortad
0824F6882B4433
Maureen Stortad, Finance Director






 RED RIVER VALLEY WATER SUPPLY PROJECT 																
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	2019-25 Riv. ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}			2025-27 Bien Project Cost	Future Bien Project Cost	
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%			
1.	Garrison Diversion Conservancy District Budget 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.	Property, Easements, and Crop Damage Payments⁴ 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 ENDAWMS ENDAWMS Crp Dmg		\$ 0.49	\$ 0.37	\$ 0.12	\$ 2.21	\$ 1.66	\$ 0.55					
						\$ 2.00	\$ 1.50	\$ 0.50	\$ 0.78	\$ 0.58	\$ 0.20					
3.	Transmission Pipeline East Contract 5C 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.	3.8 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 Aug-23	Prof Svcs Const 2026 Fin								\$ 5.36	\$ 4.02	\$ 1.34		
															\$ 59.00	\$ 44.25
4.	Transmission Pipeline East Contract 5D 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.	1.02 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	\$ 4.39	\$ 1.46		
															\$ 64.60	\$ 48.45
5.	RRV Transmission Pipeline Contract 5A 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	\$ 3.98	\$ 1.33	\$ 1.8	
															\$ 58.45	\$ 43.84
6.	ENDAWMS Transmission Pipeline Contract 3 Scope: Final design (30% docs to bidable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWMS by the target end date.	1.12 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	ENDAWMS	\$ 3.06	\$ 2.30	\$ 0.76								\$ 90	\$ 169
7.	Transmission Pipeline East Contracts 4A and 4B Scope: Final design (30% docs to bidable plans and specs) and bidding assistance. Need: Have the next pipeline section bid ready when State funding becomes available (likely the 2025-27 biennium).	2.72 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 N/E of Hunsfield at HBTs.	Oct-23	Prof Svcs				\$ 8.30	\$ 6.23	\$ 2.07				\$ 201		

EXHIBIT A
2023-2025 Biennium Budget Features




A-1

A-2

No.		Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bienn ENDAMS Project Development Budget (mil \$)			2023-25 Project De
						Total	Federal 75%	Local 25%	Total
8.	<p>RRV Transmission Pipeline Contract 7</p> <p>Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.</p> <p>Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).</p>	144 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 Copperstown.	Jul-23	Prof Svcs				\$ 2.95	
9.	<p>McClusky Canal Intake and Pumping Station</p> <p>Scope: Conceptual and preliminary design of an intake and pumping station at the McClusky Canal.</p> <p>Need: Preliminary designs are necessary so site acquisition can begin and final design can commence when land is secured.</p>	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		
10.	<p>Biota Water Treatment Plant and Main Pumping Station</p> <p>Scope: Conceptual and preliminary designs for a Biota WTP and Main Pumping Station, including hydraulic surge facility.</p> <p>Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.</p>	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		
11.	<p>Hydraulic Break Tanks</p> <p>Scope: Preliminary design of above-ground tanks and associated facilities at or near the continental divide.</p> <p>Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.</p>	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		
12.	<p>PMIS Annual Licenses & Continued Maint/Upgrades</p> <p>Scope: Annual software license renewal for expanded team and consulting support for training and configuration services.</p> <p>Need: Create greater efficiency and documentation for voluminous amount of construction related documents.</p>	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	
13.	<p>Prog Mgmt to Support Larger Spend and Expanded Team</p> <p>Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion.</p> <p>Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.</p>	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Jul-23	Prof Svcs				\$ 0.56	
14.	<p>Outreach, Piping, and Design to Secure User Commitments</p> <p>Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.</p> <p>Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.</p>	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	

  															
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 ENDAMS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}			2025-27 Biennium Project Cost	Future Biennium Project Cost
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%		
8.	RRV Transmission Pipeline Contract 7 Scope: Final design (30% docs to bid-able 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 68 to the outfall on the Sheyenne River southeast of Cooperstown.	Jul-23	Prof Svcs				\$ 2.93	\$ 2.20	\$ 0.73				\$ 105	
9.	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.	Oct-23	Prof Svcs	\$ 0.80	\$ 0.60	\$ 0.20								\$ 49
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 NDDPDES permit and FES requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Oct-23	Prof Svcs	\$ 3.20	\$ 2.40	\$ 0.80								\$ 189
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.	Oct-23	Prof Svcs	\$ 0.50	\$ 0.37	\$ 0.13								\$ 31
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.	Oct-23	Vend & Prof Svcs				\$ 0.50	\$ 0.38	\$ 0.12					
13.	Prog 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.	Jul-23	Prof Svcs				\$ 0.66	\$ 0.50	\$ 0.16					
14.	Outreach, Ping, and Design to Secure User Commitments 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.	Site 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 23, 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 \$) ^{1,2,3}			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.	Operational Planning and Asset Management Phase 3 Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Diversion, State Water Commission, and USACE rules 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.	Financial Planning Support 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.	Contingency 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	GDOD	\$ 0.60	\$ 0.45	\$ 0.15	\$ 1.03	\$ 0.77	\$ 0.25	\$ 13.08	\$ 9.81	\$ 3.27					
TOTAL PROGRAM BUDGET								\$ 10.85	\$ 7.99	\$ 2.66	\$ 21.70	\$ 16.29	\$ 5.40	\$ 211.65	\$ 158.74	\$ 52.91	\$ 421	\$ 438
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 <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:

	Total Allocation
Fargo	*\$40,048,873
Grand Forks	*\$8,648,687
Garrison Diversion	
Small Users - Deferred	*\$11,302,440

*subject to adjustment as provided in Sections 3.05 and 3.06.

**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 Sargent County, 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 1.00 cfs. Of this amount, Participant anticipates that its nomination would include 0.00 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.
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

Sargent County

By: Wade Anderson

Name: Wade Anderson

Title: Chairman

Date: 12/17/2024

**RRVWSP MEMORANDUM OF COMMITMENT
AND NOMINATION**

THIS RED RIVER VALLEY WATER SUPPLY PROJECT (“RRVWSP” or “Project”) MEMORANDUM OF COMMITMENT AND NOMINATION (this “MOC”), dated December 9, 2024 (the “Effective Date”), by and between Washburn, 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 0.45 cfs. Of this amount, Participant anticipates that its nomination would include 0.45 annually for domestic needs and 0 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

City of Washburn

By: _____

Name: Mark Lester

Title: President of Commission

Date: Dec 10, 2024

**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 January 1, 2025

INTERIM FINANCING AGREEMENT SERIES D – SMALL SYSTEMS AMENDMENT

THIS INTERIM FINANCING AGREEMENT SERIES D – SMALL SYSTEMS AMENDMENT (the “Small Systems Amendment”), is entered this 1st day of January, 2025 (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.

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 18th day of December, 2024.

GARRISON DIVERSION
CONSERVANCY DISTRICT, a
governmental agency, body politic and
corporate

By: 
Alan Walter, Chair

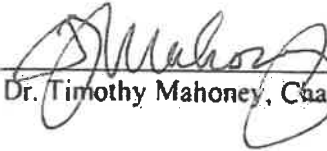
ATTEST:


Secretary

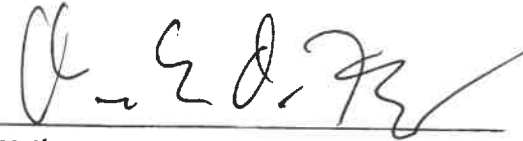
Signature Page for the Lake Agassiz Water Authority

The governing body of the Lake Agassiz Water Authority approved this Series D Agreement – Small Systems Amendment on the 18th day of December, 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 9th 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 3rd day of Dec, 2024.

City of Cooperstown, a governmental agency, body politic and corporate.

By: Paul Pantano

ATTEST:

Christine Deon
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

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 16th day of December, 2024.

City of Grand Forks, a governmental agency, body politic and corporate

Signed by:
By: Brandon Bochenski
2014C087525943F...
Brandon Bochenski, Mayor

ATTEST:

Signed by:
Maureen Storstad - Finance Director
DB241F6B82B1423...
Maureen Storstad, Finance Director/City Auditor

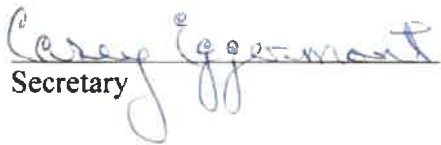
Signature Page for Hillsboro

The governing body of the City of Hillsboro approved this Series D Agreement – Small Systems Amendment on the 16th day of Dec., 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 2nd day of Dec, 2024.

City of Mayville, a governmental agency,
body politic and corporate.

By: Karl Jorgensen

ATTEST:

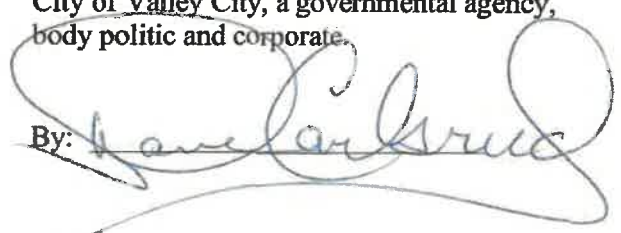
Cari O'Swald
Secretary

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

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
Total	81.10 cfs	34.40 cfs	115.50 cfs

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
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
Total	100.00%	\$ 11,302,440.00

Local Cost Responsibility in initial Interim Financing Agreement Series D:

Fargo \$40,048,873

Grand Forks \$8,648,687

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: 1/7/25



Katie Schmidt

John Shockley
Ohnstad Twichell, P.C.
Counsel for Lake Agassiz Water Authority

North Dakota
Irrigation Association



2024 Report

To the Garrison Diversion Conservancy District

Narrative Summary of Past, Ongoing, and Future North Dakota Irrigation Association (NDIA) Activities

General:

North Dakota has approximately 300,000 acres of irrigation used in the production of a variety of crops including corn and cereal grain crops, livestock forage, and high value crops such as potatoes, sugar beets, and onions. Especially in dry years, irrigation is vital to supporting agriculture and value-added processing in the state.

The current irrigated acres are small in comparison with the number of acres statewide that are considered irrigable, and there continues to be strong interest in expanding irrigation acres in the state. By far the greatest potential for irrigation development is in areas where Missouri River water can be used. The North Dakota Irrigation Association (NDIA) continues to work to identify and address barriers to irrigation development in the state at both the state and federal level.

Irrigation Suitability Analysis:

In the spring of 2024, the NDIA partnered with North Dakota State University (NDSU), the Department of Water Resources, and the Garrison Diversion Conservancy District to undertake a statewide irrigation suitability analysis. This study has identified soil type suitable for irrigation, analyzed water availability and other factors impacting irrigation. As a result of this study, a map and online dashboard will be developed identifying key areas of future development. Results of the study are expected in early January 2025.

Irrigation from the McClusky Canal:

The McClusky Canal was developed as part of the Flood Control Act of 1944 to deliver Missouri River water eastward across North Dakota largely for irrigation purposes. Although the Canal has not been fully developed due to legal issues, there is irrigation established along the Canal, and there continues to be potential for increasing irrigation along it.

About 7,500 acres were irrigated from the McClusky Canal during 2023 which included irrigation from: MM 1.7 Intake, MM 3.2 Intake, MM 7.4R Intake, MM 7.5 Intake, MM 9 Intake, MM 10 Intake, and MM 15 Intake, MM 42L Intake, MM 42R Intake, MM 49 Intake, GM Spade, LLP, and Schlafmann/Pickett Siphon. One pivot system in MM 7.5 was irrigated from groundwater.

The Garrison Diversion Conservancy District (GDICD) has received significant interest in irrigation over the past year. While many plans are still in initial stages, if all acres being considered would be fully developed, there would be an additional 6,000 acres of irrigation developed with the assistance of the GDICD.

The cost of developing these projects is being funded in two ways: (a) the main infrastructure, pumping plant and main pipelines to deliver water to the fields is cost shared on a 75-25 basis with the State Water Commission (SWC) and (b) through a funding authority provided to the GDCD to levy assessments for debt repayment, operation, and maintenance. The on-farm costs are the responsibility of the farmer and landowner.

The latest reformulation of the Flood Control Act of 1944, the Dakota Water Resources Act (DWRA), authorized the irrigation of 13,700 acres in the Turtle Lake service area and an additional 10,000 acres along the McClusky Canal along with 28,000 acres in undesignated areas in the Missouri River Basin exclusive of James River drainage. The authorization of these acres via the DWRA gives irrigators on those acres access to project pumping power.

Project Pumping Power:

Project pumping power is reduced rate power that is offered to offset the increased costs irrigators experienced due to the building of the Garrison and Oahe dams. Project pumping power is a critical benefit for making irrigation in parts of North Dakota a possibility. Project pumping power is not applied to all power used by an irrigator, but simply to what is referred to as “first lift power,” the power needed to get water from the river to the field.

The rate producers pay for project pumping power is set by the Bureau of Reclamation and changes over time. Currently, the rate for project pumping power in eligible areas in North Dakota is about 13.7 mills/kilowatt hour or about 1.37 cents/kilowatt hour. The NDIA conservatively estimates that access to project pumping power reduces an eligible irrigator’s power costs by 30%.

The 28,000 undesignated acres in the DWRA referenced above have been undeveloped in North Dakota due to a misinterpretation by the Bureau of Reclamation (Bureau) which has prevented the Bureau from offering project pumping power on any of these undesignated acres. In 2023, the NDIA worked with the North Dakota delegation, led by Senator Kevin Cramer, to introduce clarifying legislation regarding the eligibility of the 28,000 undesignated acres.

The bills, S. 4614/H.R. 1061, were introduced in February 2023 and referred to committee. This legislation is identical to legislation introduced in the last Congress, which received a hearing in relevant committees for both the U.S. Senate and the U.S. House of Representatives. There is some opposition to the bill from a key chairman in the Senate. It seems unlikely this opposition will be resolved prior to the end of the term and the departure of this chairman from Congress. The NDIA is already strategizing with Sen. Cramer’s office on approach with new committee leadership in 2025.

Additionally, with the likely confirmation of Governor Burgum to lead the Department of the Interior, the NDIA is hopeful that past agency resistance to this idea may be mitigated.

Integral to the success of this legislation thus far has been the coordinated engagement of water and agriculture organizations in support of these bills. The NDIA has worked diligently to educate and engage a variety of stakeholders on this important issue, including the: North Dakota Department of Water Resources, GDCD, North Dakota Association of Rural Electric Cooperatives, North Dakota Water Users Association, North Dakota Ethanol Producers Association, North Dakota Corn Growers Association, North Dakota Soybean Growers Association, Northern Plains Potato Growers Association, North Dakota Farmers Union, and North Dakota Farm Bureau.

Irrigation Highlighted in Water Education Foundation Tours:

The North Dakota Water Education Foundation's summer water tour program for 2024 is currently underway. This year's tours included several irrigation related stops. The June 11 tour included a stop at the 2023 Irrigation Excellence winner, the VanRay farm. At the VanRays, tour participants heard about their irrigation systems and the types of potatoes they grow. The tour also included a stop at Cavendish, the processor that the VanRays sell their potatoes to. The June 20 tour in the Rugby area included a stop at a farm that is reusing drainage water for subsurface irrigation. The July 25 tour of the Cavalier area included a stop at NDIA board member Bob Vivatson's farm.

State Policy Work:

The legislative interim continues to be busy as the NDIA is actively following the interim Water Topics and Taxation Committees. The NDIA has had the opportunity to present at the Water Topics committee about the work of the association and the importance of irrigation. The NDIA also testified with the Department of Water Resources at the Tribal and State Relations Committee about irrigation.

The interim Taxation Committee is studying an issue involving how property taxes are assessed on some privately held agriculture property that was at one point commercially owned. This issue impacts several irrigation members who have purchased warehouses for private storage of high value crops, like potatoes.

The NDIA was successful in partnering with the State Water Commission (SWC) to modernize state resources available to support irrigation development. At its October meeting, the SWC increased its cost share from 50 percent to 75 percent for irrigation districts building or updating "off farm" or shared works, those pieces of an irrigation system that are shared among producers such as intakes or transmission pipes. It also increased the interest rate buydown available to individual producers through the Ag PACE program, which is administered by the Bank of North Dakota (BND), from

\$40,000 to \$60,000. The NDIA had requested a buydown max of \$100,000. The NDIA continues to work with BND to increase their portion of the Ag PACE buydown. The BND is recommending to the Industrial Commission an increase that would put total buydown at \$90,000.

Irrigation District Activation:

This spring the NDIA reached out to all known irrigation districts to let them know about the increased resources available for irrigation districts looking to complete infrastructure projects. The communication led to interest from the Horsehead Flats Irrigation District in reactivating the district, which they did in early winter. Additionally, there is interest in other parts of the state in establishing new districts. Feasibility analyses are underway.

Irrigation Excellence Award:

The NDIA recognized Tom Mund with the Irrigation Excellence Award at the 2024 Joint Water Convention.

Tom Mund is a third-generation farmer from Milnor, ND. His love of farming is evident, even though he “retired” in 2010 and moved to Fargo in 2019, he still puts more than 15,000 miles on his vehicle driving back to the farm to plant and harvest the crops of soybeans and corn that are irrigated with center pivots. Mund has been actively involved and engaged in his community all his life, dedicating 29 years to the Rural Electric Cooperative (REC) board. He became involved with the REC board because he was concerned about electric rates for irrigators and wanted a voice on how the rates were set. He has also served on the ND Irrigation Association and county ND Farm Bureau board in addition to his work with the local Lutheran church. Mund is proud that the family farm legacy continues with his son, Scott, and his family, because living and growing together on the farm was one of his greatest blessings. Mund has been married to his wife, Shirley, for 55 years, his forever co-worker on the farm. Together they have a daughter, Teresa, and a son, Scott, three grandchildren, and one great-grandchild.

Annual North Dakota Water Convention and Irrigation Workshop:

The 2024 Water Convention and Irrigation Workshop was held December 10-13 in Bismarck. The theme of this convention was “Water Matters”.

The Irrigation Workshop was held on December 12. Presentations on well maintenance, the irrigation suitability analysis, a preview of legislative priorities for the 2025 session, and an update on the state of water appropriations were highlighted. There was also an in-depth presentation and discussion on carbon credits, markets and opportunities for irrigators.

The NDIA member meeting was held on December 12. The draft meeting minutes from the member meeting and roster of 2025 board members accompany this report.

Membership:

As of November 2024, the NDIA membership is 113. Membership was slightly up in 2024.

2024 Activities

The North Dakota Irrigation Association continues to assist in its efforts to advance opportunities for irrigation and value-added agriculture. In 2024, the NDIA:

1. Participated in interim committees including the Water Topics Committee, State Tribal Relations Committee, and Taxation Committee. Distributed biweekly updates.
2. Arranged for irrigation to be highlighted in three Water Education Foundation 2024 Summer tours
 - a. The June 11th tour in Jamestown
 - b. The June 20th tour in Devils Lake
 - c. The June 25th tour in Cavalier
3. Lobbied in favor of project pumping power legislation in DC. Organized state-wide support from water and agricultural organizations.
4. Participated in Ag Coalition meetings.
5. Attended and participated in SWC meetings.
6. Met regularly with the Garrison Diversion Conservancy District.
7. Maintained the NDIA Facebook page.
8. Coordinated the placement of irrigation related articles in the *North Dakota Water* magazine.
9. Coordinated funding for and management of statewide irrigation suitability analysis.
10. Worked with irrigation districts looking to reactivate and potential districts to form.
11. Continued to work with the Bank of North Dakota to increase funding for the Ag Pace program.
12. Held Irrigation Workshop.

2025 Workplan

1. Maintain and Sustain the Organization
 - a. Maintain current membership and recruit new members
 - b. Conduct board meetings
 - c. Hold annual member meeting
 - d. Maintain the office
 - e. Maintain and distribute promotional materials
 - f. Maintain website and Facebook page
 - g. Maintain finances of the organization

2. Irrigation Education
 - a. Prepare irrigation focused articles in the *North Dakota Water* magazine
 - b. Promote Research Field Days and participate if possible
 - c. Arrange irrigation tours in coordination with the ND Water Education Foundation

3. State Policy Support
 - a. Participate in the North Dakota Water Coalition funding process
 - b. Support legislative and administrative proposals to improve irrigation opportunities, investment, cost-share and incentives
 - c. Support Legacy Fund and infrastructure funding proposals
 - d. Support funding efforts for the expansion and modernization of the Oakes Irrigation Research Station with NDSU, SBARE, and the legislature
 - e. Participate in interim Water Topics committee meetings
 - f. Maintain favorable working relationships with State Water Commission members and Department of Water Resources staff

4. Federal Policy Support
 - a. Work to secure adequate federal funds for water projects and programs
 - b. Work to advance legislation to clarify legislative intent of the Dakota Water Resources Act of 2000 to authorize project use power for 28,000 acres of irrigable land in accordance with the flood control act of 1944

5. Irrigation Support and Development
 - a. Continue to communicate with groups, agencies, individuals, and companies to discuss irrigation development and the production of crops under irrigation
 - b. Work with proponents, including the Garrison Diversion Conservancy District, to explore opportunities for irrigation development across the state, particularly in the Missouri River corridor and along the McClusky Canal
 - c. Work with partners to identify funding opportunities to promote and enhance irrigation
 - d. Attend and present at Garrison Diversion Conservancy District board and executive committee meetings

December 18, 2024

NORTH DAKOTA

WATER USERS ASSOCIATION | WATER COALITION | WATER RESOURCE DISTRICTS ASSOCIATION | IRRIGATION ASSOCIATION

Policy Update

Organizational Session and Gubernatorial Transition

The legislature met in early December for their organizational session. During organizational session, committee membership and leadership was established. Of note, leadership of the House and Senate Appropriations committees and Education and Environment sections remained the same. Rep. Mike Beltz (Hillsboro) succeeded Paul Thomas as House Agriculture committee chair. Paul Thomas is now in the Senate where he serves on the Appropriations committee. Leadership on the House and Senate Environment and Natural Resources committees remained the same. Notably, Sen. Mark Weber will chair the Senate Taxation committee, succeeding Sen. Jordan Kannianen who did not run for reelection.

Governor Burgum delivered his final budget address during organizational session. His budget called for more than \$500 million in Resources Trust Fund dollars for water projects in the 2025-2027 biennium. This includes funding that is currently sitting in the water stabilization fund from the 2023-2025 biennium. Gov. Burgum also suggested the legislature consider a bonding package which could include funding to complete the Mouse River Enhanced Flood Protection project and the Red River Valley Water Supply project. Moving these projects from the Resources Trust Fund to another funding source would increase the amount of funding for all other water projects in the state.

Governor Burgum's term expired on Saturday, December 14. Governor Kelly Armstrong took office on December 15. He has announced that Director Andrea Travnicek will remain at the Department of Water Resources. Governor Armstrong has also indicated that he will have budget details for the public and legislature on January 13. The 2025 legislature convenes on January 7. Governor Armstrong will give his State of the State address on that day.

SWC Meeting

The State Water Commission met on December 13 for their final meeting of 2024. It also served as the last meeting with Governor Burgum and Lt. Governor Miller. Both were recognized by the Commission for their service. We look forward to working with Governor Burgum in his new role as Secretary of the Interior (pending confirmation by the U.S. Senate).

Of note, the Commission approved \$90.6 million in funding for an expansion of the water treatment plant in Dickinson for the Southwest Pipeline Project. Additionally,

funding was approved for projects in the city of Mandan and the East Central Rural Water system.

Convention Thank You

Thank you to all who sponsored, spoke, exhibited and attended the 61st Joint Water Convention and Irrigation Workshop! All sessions were recorded and will be available in January.

Merry Christmas and Happy New Year from the ND Water Staff!

The office will be closed Dec. 23-27 and Dec. 31 and Jan. 1 to allow staff to celebrate the holidays with family.

Upcoming Events

A legislative social sponsored by the Water Users and Water Coalition will be held on March 11 at Lady Js Club in Bismarck from 5:30-7:30 pm. Additional details will be forthcoming.

We'd love to hear from you! Feel free to email us at staff@ndwater.net or call 701-223-4615.

North Dakota Irrigation Association

2025 Board of Directors

Steve Hansen, Chairman, Ludden
Taylor Twiest, Vice Chairman, Williston
Justin Candee, Bismarck
Loren Dewitz, Bismarck
Doug Gullikson, Cartwright
Steve Knorr, Minot
Scott Mund, Milnor
Jerry Schaack, Bismarck
Bill Sheldon, Ray
Michael Tweed, Tolna
Carter VanderWal,
Pollock, S.D.
Jay Wardner, Bismarck

Staff

Dani Quissell, Executive Director

**NORTH DAKOTA IRRIGATION ASSOCIATION ANNUAL MEMBER MEETING
AGENDA**

Bismarck Hotel and Conference Center, Bismarck, North Dakota
Noon Thursday, December 12, 2024

- I. Call to order by Steve Hansen, Chairman
- II. Introduction of Attendees
- III. **Minutes of December 7, 2023, annual meeting**
- IV. **Nomination and election of NDIA Directors for 2025**
- V. 2024 Activity Update
- VI. Ag PACE Discussion
- VII. New Business
- VIII. Adjourn

***motion requested**



North Dakota Irrigation Association

P.O. Box 2254
Bismarck, ND 58502
701-223-4615
701-223-4645 (fax)

Dedicated to strengthening and expanding irrigation to build and diversify our economy

North Dakota Irrigation Association (NDIA) Annual Meeting

December 12, 2024

DRAFT MINUTES

Attendees: Sidike Abudureyimu, Justin Candee, Lee Candee, Loren DeWitz, Jeff Dick, Landon Dick, Heidi Eslinger, Spencer Eslinger, Howard Frisk, Doug Gullickson, Steve Hansen, Leonard Hibl, Xinhua Jia, Steve Knorr, Eric Larson, Milton Lindvig, Greg Maendel, John McCrory, Greg Morrison, Cara Myers, Jay Myers, Joe Nett, John Paczkowski, Rob Proulx, Ryan Rosendal, Tom Scherer, Sharon Schiermeister, Bill Sheldon, Dean Steele, Mark VanderVorste, Brian Vculek, Sai Sri Sravya Vishnumolakala, Chad Wagner, BJ Westlund

Staff Attendees: Annika Plummer and Dani Quissell

I. Call to Order

The meeting was called to order by Chairman Hansen at 12:34 p.m.

II. Introduction of Attendees

All attendees introduced themselves.

III. Minutes of December 7, 2023, Annual Meeting

DeWitz moved to approve the minutes of December 7, 2023, as presented. Gullickson seconded the motion. Motion carried.

IV. Nomination and Election of NDIA Directors for 2025

Quissell said that the NDIA board is elected annually, there are no term limits, and the board can have up to 13 members. The 2025 slate of directors has 12 with one vacancy, so one person could be nominated to completely fill the board. Justin Candee was nominated.

DeWitz moved to approve the slate of NDIA nominated 2025 Board of Directors that was included in the meeting packet with the addition of Justin Candee. Larson seconded the motion. Motion carried. Sheldon moved to cast a unanimous ballot and cease nominations. Vculek seconded the motion. Motion carried.

V. 2024 Activity Update

Quissell reported that the NDIA has been active in the interim and looking forward to the next legislative session. Priorities are an increase in the Ag PACE buydown cap; the goal is to get a \$100,000 cap. The Bank of North Dakota indicated to the Industrial Commission it would like to increase its share to get the cap to \$90,000. Three of the ND Water Education Foundation (WEF) summer water tours highlighted irrigation. Lobbying continued for Project Pumping Power in Washington, D.C.; this will continue in the future. The statewide Irrigation Suitability Analysis is nearing completion; a county dashboard will be added.

Senator Cramer worked on legislation to expand project pumping power in the state. However, Senator Manchin decided he did not like the bill and wouldn't move it out of committee. Senator Manchin will not be in the Senate in 2025, so there is possibility to move the bill forward in the new year. Senator Mike Lee of Utah is slated to take over as chairman of the committee. The Garrison Diversion Conservancy District has lobbyists in Washington, D.C., and they are already talking about this bill. This bill only helps North Dakota; there is no impact to other states. Senator Cramer will reintroduce this bill with Senator Hoeven as a co-sponsor. Senator Hoeven has other water related bills and will work to build momentum for both; however, it is hard to get support. NDIA will need to work with Representative Fedorchak to develop a companion bill in the House. If Governor Burgum is confirmed, this bill will be under the purview of the Department of the Interior; hopefully, he can work with NDIA on this project. A comment was made that it would be good to determine the cost of lost revenue each year since North Dakota lost 500,000 acres of highly productive land after the construction of the Garrison Dam. Billions of dollars have been lost over 60 years. NDIA will look at partnering with the Missouri River Joint Water Board to see if a dollar amount can be determined.

VI. Ag PACE Discussion

Banks generally have terms of 5-7 years, though irrigation systems last 20+ years. NDIA will work with the banking associations to see if there's a way to expand the terms.

VII. New Business

2025 Work Plan: Quissell remarked that the legislative session consumes much of her time. Conversations during the session will focus particularly on cost share programs. It is also important to have dollars in the general water bucket. She will also focus energy on Project Pumping Power and the MR&I bill. She will also work with incoming Representative Fedorchak and the incoming secretary of the Department of the Interior. Quissell will continue to include irrigation stops on the ND WEF tours; suggestions are appreciated. Tours had good attendance. She will look into an economic analysis on the cost of the dams (converting acres into dollars). She will also work on the overall contribution irrigation and drainage has to the state.

Vculek encouraged more assessment drainage districts; it is easier to set them up and then opposition can be discouraged. Another suggested pursuing buying out wildlife easements. DeWitz commented that a wildlife easement paid for 15 acres but tied up 580 acres. The Department of Water Resources has easement acres overlaid on soils

and the Land Association of North Dakota has other resources. Quissell will investigate this and may lean on our federal delegation for help. It may be possible to mitigate easement acres. Quissell reminded the group that the NDIA, ND Water Users Association and ND Water Resource Districts Association do joint resolutions; irrigation issues like drainage and infrastructure are included in these resolutions. It is important for irrigators to share their stories!

Jia invited everyone to share issues with her research group; problems need to be communicated with the group so research can be conducted. She welcomes any questions.

The NDIA board met on Tuesday. There will be a reorganization meeting in January for board positions. Officers are not term limited.

VIII. Adjourn

The meeting was adjourned at 1:08 p.m.

Bureau of Reclamation Activities

Garrison Diversion Executive Board of Directors Meeting
January 9-10, 2025

Municipal, Rural, and Industrial Program

Rural Water Budgets

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

*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 SCPP 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, 2024.

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



December 30, 2024

To the Board of Directors
Garrison Diversion Conservancy District
PO Box 140
Carrington, North Dakota 58421

You have requested that we audit the modified cash basis financial statements of the governmental activities and each major fund of Garrison Diversion Conservancy District (the District) as of December 31, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise Garrison Diversion Conservancy District's basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended December 31, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Supplementary information other than RSI will accompany the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Modified Cash Basis – Budget and Actual – General Fund (Administrative)
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Modified Cash Basis – Budget and Actual – Major Special Revenue Funds
3. Schedule of Taxes Received – Modified Cash Basis

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Board of Directors by County

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with Government Auditing Standards, Uniform Guidance and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the governing body of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the District's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
16. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us, including
 - i. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - ii. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report;
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;

21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare or assist with preparing modified cash basis financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Complete the auditee's portion of the Data Collection Form
- Perform background checks
- General business consulting

We will not assume management responsibilities on behalf of the District. The District's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. Our firm will advise the District with regard to tax positions taken in the preparation of the tax return, but the District must make all decisions with regard to those matters.

Fees and Timing

Brian Stavenger is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, administrative charges and a technology fee. Invoices are payable upon presentation. We estimate that our fee for the audit will not exceed the following:

Audit of Financial Statements	\$ 27,950
Preparation of the financial statements	7,525
Single Audit - \$7,525 per major program, assuming one	7,525
5% technology fee	2,150
Total	<u>\$ 45,150</u>

As noted above, actual out-of-pocket expenses will be billed if onsite services are requested, plus the travel time of the professional(s) coming onsite at 50% of their hourly rates.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, “service providers”) in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

Neither of us may use or disclose the other’s confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly’s confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor’s report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to Board of Directors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Fargo, North Dakota. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

MISSTATEMENTS

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within forty-eight (48) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by North Dakota law. Any unresolved Dispute shall be submitted to a federal or state court located in Fargo, North Dakota.


ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Brian Stavenger, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Garrison Diversion Conservancy District by:

Name: _____

Title: _____

Date: _____



December 30, 2024

To the Board of Directors
Garrison Diversion Conservancy District
Carrington, North Dakota

This letter is provided in connection with our engagement to audit the modified cash basis financial statements and to audit compliance over major federal award programs of Garrison Diversion Conservancy District as of and for the year ended December 31, 2024. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits, including significant risks we have identified.

Our Responsibilities

As stated in our engagement letter dated December 30, 2024, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), for the purpose of forming and expressing opinions on the financial statements and on major federal award program compliance. Our audits do not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

Our responsibility relating to other information, whether financial or nonfinancial information (other than financial statements and the auditor's report thereon), included in the entity's annual report includes only the information identified in our report. We have no responsibility for determining whether other supplementary information is properly stated. We require that we receive the final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report, or if that is not possible as soon as practicable and, in any case, prior to the entity's issuance of such information.

Planned Scope of the Audit

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion of the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit, any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views related to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." Although we are currently in the planning stage of our audit, we have preliminarily identified the following significant risks that require special audit consideration.

Management Override of Controls – Professional standards require auditors to address the possibility of management overriding controls. Accordingly, we identified as a significant risk that management of the District may have the ability to override controls that the District has implemented. Management may override the District's controls in order to modify the financial records with the intent of manipulating the financial statements to overstate the District's financial performance or with the intent of concealing fraudulent transactions.

Improper Capitalization – We identified improper capitalization of capital assets as a significant risk. The significance of projects and reliance on vendors for timely information could result in capital asset additions being misstated.

We expect to begin our audit in March 2025 and issue our report in May 2025.

This information is intended solely for the information and use of Board of Directors and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Fargo, North Dakota

**Garrison Diversion Conservancy District
Combined Statement of Revenues and Expenses
For the Twelve Months Ending December 31, 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
Revenues:						
Irrigation Admin	1,334					1,334
Miscellaneous Income	3,117				384	3,501
Interest Income	904,273	256	14,989	118,581	7,728	1,045,827
Tax Levy	4,578,183					4,578,183
State Aid Distribution	312,703					312,703
Contract Revenue	73,226	10,616,297	4,571,491	82,697,856	489,852	98,448,722
Non-Project Income			375,893			375,893
Total Revenues	\$5,872,836	\$10,616,553	\$4,962,373	\$82,816,437	\$497,964	\$104,766,163
Expenditures:						
Director Expense	233,544					233,544
Employee Expense	1,224,717	77,594	2,432,350			3,734,661
Administrative Expense	257,197	25	100,002		25	357,249
Public Education	106,008					106,008
Professional Services	334,796		113,481	706,479		1,154,756
Irrigation Development	85,000					85,000
Water Supply Projects	204,462					204,462
GDCD Recreation Project	1,136,839					1,136,839
DWRA Recreation Project	3,352					3,352
Maintenance & Repairs	78,060		631,208		197,601	906,869
Capital Purchases	575,569		937,313			1,512,882
Construction in Progress				79,677,421		79,677,421
MR&I Project Expenses		10,519,994				10,519,994
Principal Debt Payments				423,053	185,712	608,765
Interest Payments				239,929	31,156	271,085
Total Expenditures *	\$ 4,239,544	\$ 10,597,613	\$ 4,214,354	\$ 81,046,882	\$ 414,494	\$ 100,512,887
Transfer In/Out	119,388	(18,709)	(718,555)	617,669	-	\$ (207)
Revenues Over Expenditures	\$ 1,752,680	\$ 231	\$ 29,464	\$ 2,387,224	\$ 83,470	\$ 4,253,069
Net Change in Assets	1,995,658		(10,816)	1,382,331	(71,276)	\$ 3,295,897
Ending Bank Balance	\$ 9,983,346	\$ 5,723	\$ 640,482	\$ 5,227,946	\$ 177,850	\$ 16,035,347

GARRISON DIVERSION CONSERVANCY DISTRICT				
INCOME BUDGET ANALYSIS STATEMENT				
For the Twelve Months Ending December 31, 2024				
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	\$ -	\$ 3,501	0.0%	\$ (3,501)
Revenue Sale of Fixed Assets	\$ -	\$ -		\$ -
Interest Income	\$ 368,760	\$ 1,045,827	283.6%	\$ (677,067)
Tax Levy	\$ 3,993,080	\$ 4,578,183	114.7%	\$ (585,103)
State Aid	\$ 196,920	\$ 312,703	158.8%	\$ (115,783)
General Fund Contract Revenue	\$ 72,000	\$ 73,226	101.7%	\$ (1,226)
O&M Contract Revenue	\$ 4,485,118	\$ 4,571,491	101.9%	\$ (86,373)
MR&I Contract Revenue	\$ 30,104,940	\$ 10,616,297	35.3%	\$ 19,488,643
RRVWSP Contract Revenue	\$120,663,000	\$ 82,697,856	68.5%	\$ 37,965,144
Irrigation Fund Revenue	\$ 633,400	\$ 489,852	77.3%	\$ 143,548
Project Revenue	\$ -	\$ -	0.0%	\$ -
Non-Project Revenue	\$ 193,000	\$ 375,893	194.8%	\$ (182,893)
Total Revenues	\$160,711,193	\$104,766,163	65.2%	\$55,945,030

GARRISON DIVERSION CONSERVANCY DISTRICT						
Expense Budget Analysis Statement						
For the Twelve Months Ending December 31, 2024						
General, O&M MR&I, RRVWSP, and Irrigation Funds	Budget for 2023	Expenditures Charged to 2023 Budget	Budget for 2024	Expenditures to Dec 31, 2024	Percentage Spent Amount Budgeted	Balance of Budget
Expenses						
Director Expenses	\$ 272,000	\$ 271,960	\$ 255,000	\$ 233,544	91.6%	\$ 21,456
Employee Expenses	\$ 3,795,799	\$ 3,561,540	\$ 4,218,300	\$ 3,734,661	88.5%	\$ 483,639
Administrative Expenses	\$ 503,500	\$ 359,574	\$ 363,800	\$ 357,249	98.2%	\$ 6,551
Public Education	\$ 157,000	\$ 81,523	\$ 193,000	\$ 106,008	54.9%	\$ 86,992
Professional Services	\$ 1,600,900	\$ 1,209,293	\$ 2,202,600	\$ 1,154,756	52.4%	\$ 1,047,844
Irrigation Development	\$ 269,875	\$ 230,780	\$ 123,000	\$ 85,000	69.1%	\$ 38,000
Water Supply Program	\$ 300,000	\$ 224,683	\$ 300,000	\$ 204,462	68.2%	\$ 95,538
GDCD Recreation Grant Program	\$ 850,000	\$ 805,891	\$ 1,150,000	\$ 1,136,839	98.9%	\$ 13,161
DWRA Recreation Program	\$ 10,000	\$ 4,040	\$ 10,000	\$ 3,352	33.5%	\$ 6,648
Irrigation District Expense	\$ 2,000	\$ -	\$ 2,000	\$ -	0.0%	\$ 2,000
Maintenance & Repairs	\$ 1,695,706	\$ 1,262,307	\$ 1,358,100	\$ 906,869	66.8%	\$ 451,231
Capital Purchases	\$ 1,199,582	\$ 1,176,712	\$ 1,655,797	\$ 1,512,882	91.4%	\$ 142,915
Construction in Progress	\$ 31,376,100	\$ 31,146,405	\$ 118,750,000	\$ 79,677,421	67.1%	\$ 39,072,579
MR&I Fund	\$ 20,000,000	\$ 18,914,984	\$ 30,000,000	\$ 10,519,994	35.1%	\$ 19,480,006
Principal on Debt Repayment	\$ 849,127	\$ 712,511	\$ 610,053	\$ 608,765	99.8%	\$ 1,288
Interest on Debt Repayment	\$ 195,856	\$ 167,240	\$ 270,947	\$ 271,085	100.1%	\$ (138)
Total Expenses	\$ 63,077,445	\$ 60,129,443	\$ 161,462,597	\$ 100,512,887	62.3%	\$ 60,949,710
Transfers In/Out						
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)	\$ -	\$ (617,669)	0.0%	\$ 617,669
Total Transfers Out	\$ 943,000	\$ (812,295)	\$ 721,418	\$ 119,595	16.6%	\$ 601,823
Total Expenses & Transfers Out	\$ 64,020,445	\$ 59,317,148	\$ 162,184,015	\$ 100,632,482	62.0%	\$ 61,551,533

GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES STATEMENT December 31, 2024	
OPERATING RESERVE	
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.	\$5,769,268.67
O&M EMERGENCY RESERVE	
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
DEFICIENCY RESERVE	
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
PROJECT DEVELOPMENT RESERVE	
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
TOTAL GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES	\$8,184,861.65

Garrison Diversion Conservancy District				
Funds in Bank of North Dakota				
December 31, 2024				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	20.00%		\$ 812,527.79
General	Water Assistance Grant Outstanding	20.00%		\$ 165,366.00
General	Oakes Building Fund	20.00%		\$ -
Total Checking Account Balance				\$ 977,893.79
General	Money Market Savings	0.60%		\$ 3,745,018.86
General	Water Assistance Grant Reserve	0.60%		\$ 475,345.00
General	GF Accrued Leave-Operating Reserve	0.60%		\$ 169,035.99
Total Savings Account Balance				\$ 4,389,399.85
Total Deposits				\$ 5,367,293.64

Funds in First International Bank & Trust				
December 31, 2024				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
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
General	CD 80120161	4.15%	01/19/26	\$ 1,000,000.00
General	CD 80120162	4.15%	01/19/26	\$ 1,000,000.00
General	CD 80123425	4.15%	01/22/26	\$ 2,500,000.00
Total Investments				\$ 7,263,646.00
General	Recreation Outstanding-Operating Reserve	3.00%		\$ 1,861,057.73
General	Money Market Funds	3.00%		\$ 1,261,736.78
General	Recreation Reserve-Operating Reserve	3.00%		\$ 1,457,963.95
Total Money Market Account Balance				\$ 4,580,758.46
Total Deposits				\$ 11,844,404.46
Pledging	Total Deposits			\$ 11,844,404.46
	Less:FDIC Coverage			\$ (250,000.00)
Deposit Balance to Secure				\$ 11,594,404.46
Total Pledging Required on all Deposits			X 110%	\$ 12,753,844.91
	Less: Pledging			\$ 21,215,716.52
Pledging Excess				\$ 9,621,312.06

Garrison Diversion Conservancy District Gate City Bank Deposit and Pledging Summary December 31, 2024				
Account Type		Interest Rate	Maturity Date	Balance
Checking Accounts				
x4310	Irrigation Fund	0.00%		\$ 177,851.08
x1561	M R & I Working Fund	0.00%		\$ 5,722.62
x4336	Operations & Maint Ckg & Sweep	4.18%		\$ 640,482.39
x4328	Red River Valley Ckg & Sweep	4.18%		\$ 5,227,946.35
				\$ 6,052,002.44
Savings Accounts				
x1546	O&M - Accrued Leave Reserve	3.46%		\$ 183,783.68
x1553	Irrigation - Debt Service Reserve	3.46%		\$ 302,049.96
Total Savings Balance				\$ 485,833.64
Certificates of Deposit				
xxx1186	Project Development Reserve	5.04%	2/28/2025	\$ 313,538.98
xxx1178	Deficiency Reserve	5.04%	2/28/2025	\$ 175,854.00
Total CD Balance				\$ 489,392.98
Total Deposits				\$ 7,027,229.06
Pledging	Total Deposits			\$ 7,027,229.06
	Less:FDIC Coverage			(250,000.00)
	Deposit Balance to Secure			6,777,229.06
	Total Pledging Required on all Deposits		x 110%	7,454,951.97
	Less: Pledging			20,719,409.07
	Pledging Excess			\$ 13,264,457.10

Garrison Diversion Conservancy District Funds in Bravera Bank & Pledging Summary December 31, 2024				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	3.25%		\$ 35,294.29
Total Checking Account Balance				\$ 35,294.29
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
x8616	Certificate of Deposit -Project Dvlpmnt	4.15%	12/13/25	\$ 248,691.81
Total Investments				\$ 3,802,054.00
Total Deposits				\$ 3,837,348.29
Pledging	Total Deposits			\$ 3,837,348.29
	Less:FDIC Coverage			\$ (250,000.00)
	Deposit Balance to Secure			\$ 3,587,348.29
	Total Pledging Required on all Deposits		x 110%	\$ 3,946,083.12
	Less: Pledging			\$ 4,260,477.00
	Pledging Excess			\$ 314,393.88

GARRISON DIVERSION CONSERVANCY DISTRICT						
Tax Collections Statement						
For the Twelve Months Ending December 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	\$93,381	(9,143)	\$4,376	\$6,511	(\$2,135)
Benson	35,008	37,225	(2,217)	3,282	4,486	(1,204)
Bottineau	60,170	65,614	(5,444)	3,282	5,436	(2,154)
Burleigh	536,057	641,924	(105,867)	24,068	37,857	(13,789)
Cass	988,968	1,219,413	(230,445)	45,948	75,597	(29,649)
Dickey	44,854	48,145	(3,291)	3,282	5,350	(2,068)
Eddy	14,222	16,915	(2,693)	2,188	2,936	(748)
Foster	29,538	30,977	(1,439)	5,470	8,882	(3,412)
Grand Forks	317,258	364,454	(47,196)	9,846	15,163	(5,317)
Griggs	20,786	23,405	(2,619)	2,188	2,941	(753)
LaMoure	43,760	44,434	(674)	3,282	5,384	(2,102)
McHenry	50,324	51,745	(1,421)	2,188	3,096	(908)
McKenzie	351,172	382,744	(31,572)	25,162	41,452	(16,290)
McLean	82,050	87,671	(5,621)	6,564	10,280	(3,716)
Nelson	26,256	29,157	(2,901)	2,188	2,852	(664)
Pierce	33,914	35,625	(1,711)	2,188	3,849	(1,661)
Ramsey	62,358	68,192	(5,834)	4,376	7,035	(2,659)
Ransom	39,384	43,112	(3,728)	-	-	-
Renville	24,068	27,068	(3,000)	2,188	3,423	(1,235)
Richland	103,930	117,121	(13,191)	-	-	-
Sargeant	37,196	40,488	(3,292)	2,188	4,376	(2,188)
Sheridan	15,316	16,544	(1,228)	3,282	5,165	(1,883)
Steele	30,632	33,266	(2,634)	2,188	2,462	(274)
Stutsman	131,279	146,203	(14,924)	6,564	10,599	(4,035)
Traill	57,982	66,921	(8,939)	3,282	4,908	(1,626)
Ward	330,386	361,142	(30,756)	16,410	25,339	(8,929)
Wells	43,760	45,080	(1,320)	3,282	5,238	(1,956)
Williams	398,214	440,217	(42,003)	7,658	12,086	(4,428)
Totals	\$ 3,993,080	\$4,578,183	\$ (585,103)	\$ 196,920	\$ 312,703	(\$115,783)

**GARRISON DIVERSION CONSERVANCY DISTRICT
EXPENSE BUDGET ANALYSIS STATEMENT
For the Twelve Months Ending December 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 12/31/2024	Balance of Budget as of 12/31/2024	Percentage of Budget Spent
GENERAL FUND						
Directors Expense						
Directors Per Diem	\$ 133,000	\$ 132,989	\$ 135,000	\$ 124,810	\$ 10,190	92.5%
Directors Expense	\$ 139,000	\$ 138,971	\$ 120,000	\$ 108,734	\$ 11,266	90.6%
Total Directors Expense	\$ 272,000	\$ 271,960	\$ 255,000	\$ 233,544	\$ 21,456	91.6%
Employee Expense						
Employee Salaries	\$ 897,000	\$ 788,482	\$ 972,000	\$ 820,846	\$ 151,154	84.4%
General Manager Exp	\$ 21,000	\$ 12,806	\$ 21,000	\$ 15,114	\$ 5,886	72.0%
Travel	\$ 57,444	\$ 29,744	\$ 61,000	\$ 13,192	\$ 47,808	21.6%
Admn Officer - Merri Mooridian	\$ 25,000	\$ 19,255	\$ 25,000	\$ 1,373	\$ 23,627	5.5%
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	\$ 2,564	\$ 2,436	51.3%
Dir. Comm. - Kim Cook	\$ 6,000	\$ 1,512	\$ 6,000	\$ 1,910	\$ 4,090	31.8%
Emp Exp Other	\$ 11,444	\$ 3,148	\$ 15,000	\$ 3,983	\$ 11,017	26.6%
Professional Development	\$ 17,000	\$ 1,411	\$ 17,000	\$ 404	\$ 16,596	2.4%
Employee Training	\$ 15,000	\$ 1,411	\$ 15,000	\$ 404	\$ 14,596	2.7%
Wellness Program	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.0%
Benefits	\$ 430,556	\$ 365,600	\$ 451,000	\$ 375,161	\$ 75,839	83.2%
GDCD FICA	\$ 79,000	\$ 68,428	\$ 82,000	\$ 66,557	\$ 15,443	81.2%
Retirement	\$ 129,000	\$ 112,983	\$ 149,000	\$ 128,699	\$ 20,301	86.4%
Hospital & Life Insurance	\$ 175,000	\$ 143,729	\$ 191,000	\$ 159,373	\$ 31,627	83.4%
Unemployment Comp	\$ 3,621	\$ 3,572	\$ 5,000	\$ 248	\$ 4,752	5.0%
Dental / Vision Ins.	\$ 14,000	\$ 10,659	\$ 13,000	\$ 12,637	\$ 363	97.2%
Work Force Safety	\$ 1,000	\$ 380	\$ 1,000	\$ 499	\$ 501	49.9%
Long-Term Disability Ins	\$ 10,000	\$ 6,914	\$ 10,000	\$ 7,148	\$ 2,852	71.5%
Vacation/Sick Leave Liability	\$ 18,935	\$ 18,935	\$ -	\$ -	\$ -	0.0%
Total Employee Expense	\$ 1,423,000	\$ 1,198,043	\$ 1,522,000	\$ 1,224,717	\$ 297,283	80.5%
Administration						
Postage	\$ 6,000	\$ 3,977	\$ 5,500	\$ 4,822	\$ 678	87.7%
Communications	\$ 14,000	\$ 13,023	\$ 16,000	\$ 12,983	\$ 3,017	81.1%
Utilities	\$ 36,000	\$ 35,560	\$ 35,000	\$ 36,211	\$ (1,211)	103.5%
Meetings & Events	\$ 30,000	\$ 26,714	\$ 9,500	\$ 9,284	\$ 216	97.7%
Subscriptions/Publications	\$ 6,000	\$ 4,694	\$ 10,000	\$ 9,511	\$ 489	95.1%
Miscellaneous	\$ 4,000	\$ 2,037	\$ 3,500	\$ 2,611	\$ 889	74.6%
Data Processing	\$ 46,000	\$ 45,701	\$ 74,500	\$ 77,044	\$ (2,544)	103.4%
Employee Recruiting	\$ 5,000	\$ 3,635	\$ 1,725	\$ 1,721	\$ 4	99.8%
Supplies	\$ 14,000	\$ 11,155	\$ 11,500	\$ 11,335	\$ 165	98.6%
Small Office Equipment	\$ 23,000	\$ 22,640	\$ 11,232	\$ 13,308	\$ (2,076)	118.5%
Dues	\$ 14,000	\$ 12,937	\$ 14,000	\$ 13,073	\$ 927	93.4%
Insurance	\$ 18,000	\$ 17,232	\$ 26,000	\$ 24,751	\$ 1,249	95.2%
Annual Independent Audit	\$ 31,500	\$ 30,650	\$ 40,543	\$ 40,543	\$ -	100.0%
Total Administration	\$ 247,500	\$ 229,955	\$ 259,000	\$ 257,197	\$ 1,803	99.3%
Public Education						
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	\$ 20,000	\$ (2,000)	111.1%
Missouri River Joint Board	\$ 15,981	\$ 15,981	\$ 51,000	\$ 38,412	\$ 12,588	75.3%
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	\$ 698	\$ 9,302	7.0%
Total Public Education	\$ 157,000	\$ 81,523	\$ 193,000	\$ 106,008	\$ 86,992	54.9%

**GARRISON DIVERSION CONSERVANCY DISTRICT
EXPENSE BUDGET ANALYSIS STATEMENT
For the Twelve Months Ending December 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 12/31/2024	Balance of Budget as of 12/31/2024	Percentage of Budget Spent
Professional Services						
Communications	\$ 140,000	\$ 127,866	\$ 140,000	\$ 115,037	\$ 24,963	82.2%
Engineering	\$ 47,000	\$ 20,330	\$ 125,000	\$ 24,864	\$ 100,136	19.9%
RRVWSP Development	\$ 456,000	\$ 114,456	\$ 313,000	\$ 29,460	\$ 283,540	9.4%
Technical Support for LAWA	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ 15,000	0.0%
Engineering	\$ 240,000	\$ 2,607	\$ 100,000	\$ 5,327	\$ 94,673	5.3%
Legal	\$ 125,000	\$ 61,896	\$ 122,000	\$ 27,285	\$ 94,715	22.4%
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	\$ 165,435	\$ (7,435)	104.7%
Total Professional Services	\$ 851,000	\$ 465,439	\$ 781,000	\$ 334,796	\$ 446,204	42.9%
Irrigation Development						
ND Irrigation Association	\$ 50,000	\$ 50,000	\$ 80,000	\$ 80,000	\$ -	100.0%
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%
Total Irrigation Development	\$ 269,875	\$ 230,780	\$ 123,000	\$ 85,000	\$ 38,000	69.1%
Recreation						
GDCD Recreation Grant Program	\$ 850,000	\$ 805,891	\$ 1,150,000	\$ 1,136,839	\$ 13,161	98.9%
DWRA Recreation Program	\$ 10,000	\$ 4,040	\$ 10,000	\$ 3,352	\$ 6,648	33.5%
Total Recreation	\$ 860,000	\$ 809,931	\$ 1,160,000	\$ 1,140,191	\$ 19,809	98.3%
Water Supply Grant Program	\$ 300,000	\$ 224,683	\$ 300,000	\$ 204,462	\$ 95,538	68.2%
Irrigation Districts Expense						
Irrigation Districts	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.0%
Total Irrigation Districts Expense	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.0%
Maintenance & Repair						
Equipment Maintenance	\$ 21,500	\$ 21,078	\$ 27,000	\$ 25,352	\$ 1,648	93.9%
Small Yard Equipment Purchases	\$ 8,350	\$ 8,350	\$ 5,000	\$ -	\$ 5,000	0.0%
Land & Bldg Maintenance	\$ 10,256	\$ 9,993	\$ 35,000	\$ 37,328	\$ (2,328)	106.7%
Auto Expense	\$ 13,500	\$ 13,304	\$ 15,000	\$ 15,380	\$ (380)	102.5%
Total Maintenance & Repair	\$ 53,606	\$ 52,725	\$ 82,000	\$ 78,060	\$ 3,940	95.2%
Capital Purchases						
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	\$ 548,387	\$ (43,590)	108.6%
Total Capital Purchases	\$ 778,394	\$ 724,944	\$ 654,797	\$ 575,569	\$ 79,228	87.9%
Total General Fund	\$ 5,214,375	\$ 4,289,983	\$ 5,331,797	\$ 4,239,544	\$ 1,092,253	79.5%

**GARRISON DIVERSION CONSERVANCY DISTRICT
EXPENSE BUDGET ANALYSIS STATEMENT
For the Twelve Months Ending December 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 12/31/2024	Balance of Budget as of 12/31/2024	Percentage of Budget Spent
IRRIGATION FUND						
McClusky Canal Irrigation:	\$ 446,100	\$ 225,766	\$ 418,100	\$ 197,626	\$ 220,474	47.3%
Construction	\$ 19,000	\$ 18,769	\$ -	\$ -	\$ -	0.0%
Operations	\$ 427,100	\$ 206,997	\$ 418,100	\$ 197,626	\$ 220,474	47.3%
Debt Payments	\$ 382,000	\$ 216,768	\$ 218,000	\$ 216,868	\$ 1,132	99.5%
Principal	\$ 315,000	\$ 178,384	\$ 187,000	\$ 185,712	\$ 1,288	99.3%
Interest	\$ 67,000	\$ 38,384	\$ 31,000	\$ 31,156	\$ (156)	100.5%
Total Irrigation Fund	\$ 828,100	\$ 442,534	\$ 636,100	\$ 414,494	\$ 221,606	65.2%
GDU O & M						
Salaries and Benefits	\$ 2,200,099	\$ 2,199,804	\$ 2,538,600	\$ 2,382,782	\$ 155,818	93.9%
Salaries	\$ 1,461,799	\$ 1,461,526	\$ 1,688,200	\$ 1,563,318	\$ 124,882	92.6%
Benefits	\$ 738,300	\$ 738,278	\$ 850,400	\$ 819,464	\$ 30,936	96.4%
Travel	\$ 29,000	\$ 28,228	\$ 20,000	\$ 18,060	\$ 1,940	90.3%
Training	\$ 4,000	\$ 3,239	\$ 2,700	\$ -	\$ 2,700	0.0%
Utilities	\$ 84,000	\$ 76,751	\$ 82,900	\$ 81,166	\$ 1,734	97.9%
Contractual Services	\$ 326,000	\$ 325,869	\$ 171,600	\$ 113,481	\$ 58,119	66.1%
Supplies	\$ 458,500	\$ 458,463	\$ 374,000	\$ 366,666	\$ 7,334	98.0%
Capital Purchases	\$ 402,188	\$ 402,188	\$ 1,001,000	\$ 937,313	\$ 63,687	93.6%
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	\$ 450,000	\$ 257,472	\$ 192,528	57.2%
Safety	\$ 57,700	\$ 57,671	\$ 53,000	\$ 31,508	\$ 21,492	59.4%
Miscellaneous	\$ 19,000	\$ 18,160	\$ 21,900	\$ 18,836	\$ 3,064	86.0%
Materials	\$ 325,000	\$ 307,042	\$ 12,000	\$ 7,070	\$ 4,930	58.9%
Total GDU O & M	\$ 4,336,987	\$ 4,114,495	\$ 4,749,700	\$ 4,214,354	\$ 535,346	88.7%
MR&I Fund						
Salaries & Benefits	\$ 82,000	\$ 74,556	\$ 82,000	\$ 77,619	\$ 4,381	94.7%
State Administration	\$ 153,000	\$ 34,706	\$ -	\$ -	\$ -	0.0%
MR&I Project Expenditures	\$ 20,000,000	\$ 18,914,984	\$ 30,000,000	\$ 10,519,994	\$ 19,480,006	35.1%
Total MR&I Fund	\$ 20,235,000	\$ 19,024,246	\$ 30,082,000	\$ 10,597,613	\$ 19,484,387	35.2%
RRV Water Supply Project						
Right of Way	\$ 1,569,000	\$ 1,568,596	\$ 1,250,000	\$ 1,156,369	\$ 93,631	92.5%
Design/Construction in Progress	\$ 29,807,100	\$ 29,608,619	\$ 117,500,000	\$ 78,521,052	\$ 38,978,948	66.8%
Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Professional Services	\$ 423,900	\$ 417,984	\$ 1,250,000	\$ 706,479	\$ 543,521	56.5%
Financing/Legal/Administration	\$ 391,000	\$ 385,092	\$ 1,000,000	\$ 546,215	\$ 453,785	54.6%
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	100.0%
Principal	\$ 534,127	\$ 534,127	\$ 423,053	\$ 423,053	\$ -	100.0%
Interest	\$ 128,856	\$ 128,856	\$ 239,947	\$ 239,929	\$ 18	100.0%
Total RRVWSP	\$ 32,462,983	\$ 32,258,182	\$ 120,663,000	\$ 81,046,882	\$ 39,616,118	67.2%
TOTAL ALL FUNDS	\$ 63,077,445	\$ 60,129,440	\$ 161,462,597	\$ 100,512,887	\$ 60,949,710	62.3%

**GARRISON DIVERSION CONSERVANCY DISTRICT
GDCD RECREATION GRANT PROGRAM
OUTSTANDING PROJECTS
July 1, 1990 to December 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 12-31-24	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 12-31-24
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
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			\$ 5,444.70		\$ 21,759.30
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		\$ 851.03	\$ (23.97)	\$ 0.00
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 December 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 12-31-24	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 12-31-24
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		\$ 35,086.63		\$ 14,913.37
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 Abilities 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
TOTALS			\$ 2,251,611.00	\$ 1,144,122.00	\$ 242,030.38	\$ 1,136,839.21	\$ (155,805.68)	\$ 1,861,057.73

**GARRISON DIVERSION CONSERVANCY DISTRICT
2024 BUDGET OF REVENUES AND EXPENDITURES
Rv6**

	General Fund	Operations & Maintenance Fund	Municipal, Rural, and Industrial Fund	Red River Valley Water Supply Project	Irrigation Fund	Total
REVENUES:						
Irrigation Admin	\$ 1,334					\$ 1,334
Project Income						\$ -
Lease Income						\$ -
Miscellaneous Income	\$ 3,117				\$ 384	\$ 3,501
Interest Income	\$ 904,273	\$ 14,989	\$ 256	\$ 118,581	\$ 7,728	\$ 1,045,827
Tax Levy/State Aid	\$ 4,890,886					\$ 4,890,886
Non-project Income		\$ 375,893				\$ 375,893
Contract Revenue	\$ 73,226	\$ 4,571,491	\$ 10,616,297	\$ 82,697,856	\$ 489,852	\$ 98,448,722
Total Revenues	\$ 5,872,836	\$ 4,962,373	\$ 10,616,553	\$ 82,816,437	\$ 497,964	\$ 104,766,163
EXPENDITURES:						
Directors Expense	\$ 255,000					\$ 255,000
Employee Expenses	\$ 1,520,369	\$ 2,614,300	\$ 82,000			\$ 4,216,669
Administrative Expenses	\$ 260,631	\$ 104,800				\$ 365,431
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	\$ 186,844	\$ 609,897
Interest on Debt Service				\$ 239,947	\$ 31,156	\$ 271,103
Total Expenditures	\$ 5,331,797	\$ 4,749,700	\$ 30,082,000	\$ 120,663,000	\$ 636,100	\$ 161,462,597
Revenues Over (Under) Expenditures*	\$ 541,039	\$ 212,673	\$ (19,465,447)	\$ (37,846,563)	\$ (138,136)	\$ (56,696,434)
Transfers In (Out)	\$ 119,388	\$ (718,555)	\$ (18,709)	\$ 617,669		\$ (207)
Net Change in Fund Balance	\$ 660,427	\$ (505,882)	\$ (19,484,156)	\$ (37,228,894)	\$ (138,136)	\$ (56,696,641)

**GARRISON DIVERSION CONSERVANCY DISTRICT
2024 BUDGET OF REVENUES AND EXPENDITURES
Rv6**

	2024 Budget	Revision	Revised 2024 Budget
REVENUES:			
Irrigation Admin	\$ 975	\$ 359	\$ 1,334
Lease Income	\$ -	\$ -	\$ -
Miscellaneous Income	\$ -	\$ 3,501	\$ 3,501
Revenue Sale of Fixed Assets	\$ -	\$ -	\$ -
Interest Income	\$ 368,760	\$ 677,067	\$ 1,045,827
Tax Levy	\$ 3,993,080	\$ 585,103	\$ 4,578,183
State Aid Distribution	\$ 196,920	\$ 115,783	\$ 312,703
General Fund Contract Revenue	\$ 72,000	\$ 1,226	\$ 73,226
O&M Contract Revenue	\$ 4,485,118	\$ 86,373	\$ 4,571,491
MR&I Contract Revenue	\$ 30,104,940	\$ (19,488,643)	\$ 10,616,297
RRVWSP Contract Revenue	\$ 120,663,000	\$ (37,965,144)	\$ 82,697,856
Irrigation Fund Contract Revenue	\$ 633,400	\$ (143,548)	\$ 489,852
Non-Project Revenue	\$ 193,000	\$ 182,893	\$ 375,893
Total Revenues	\$ 160,711,193	\$ (55,945,030)	\$ 104,766,163

**GARRISON DIVERSION CONSERVANCY DISTRICT
2024 BUDGET REVISION
Rv6**

	Budget 2024	Revision	Revised Budget
<u>Directors Expense</u>			
Directors Per Diem	135,000		\$ 135,000
Directors Exp	120,000		120,000
Total Directors Expense	\$ 255,000	0	\$ 255,000
<u>Employee Expense</u>			
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	(1,631)	369
Benefits	451,000		451,000
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	-		-
Total Employee Expense	\$ 1,522,000	(1,631)	\$ 1,520,369
<u>Administration</u>			
Postage	\$ 5,500		\$ 5,500
Communications	16,000	(3,000)	13,000
Utilities	35,000	1,211	36,211
Meetings & Events	9,500		9,500
Subscriptions	10,000		10,000
Miscellaneous	3,500		3,500
Data Processing	74,500	2,544	77,044
Employee Recruiting	1,725		1,725
Supplies	11,500		11,500
Small Office Equipment	11,232	2,076	13,308
Dues	14,000		14,000
Insurance	26,000	(1,200)	24,800
Annual Independent Audit	40,543		40,543
Total Administration	\$ 259,000	1,631	\$ 260,631
<u>Public Education</u>			
GDCD Tours	\$ 10,000	(2,000)	\$ 8,000
ND Water Users	20,000		20,000
ND Water Coalition	14,000		14,000
ND Water Magazine	18,000	2,000	20,000
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
Total Public Education	\$ 193,000	0	\$ 193,000

**GARRISON DIVERSION CONSERVANCY DISTRICT
2024 BUDGET REVISION
Rv6**

	Budget 2024	Revision	Revised Budget
<u>Professional Services</u>			
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	(7,435)	37,565
Legal Services	158,000	7,435	165,435
Total Professional Services	\$ 781,000	0	\$ 781,000
<u>Irrigation Development</u>			
ND Irrigation Association	\$ 80,000		\$ 80,000
NDSU Oakes Irrigation Site	-		-
Bob Titus Lease	17,000		17,000
Irrigation Development	26,000		26,000
Total Irrigation Development	\$ 123,000	0	\$ 123,000
<u>Recreation</u>			
Recreation Matching	\$ 1,150,000		\$ 1,150,000
DWRA Recreation Program	10,000		10,000
Total Recreation	\$ 1,160,000	0	\$ 1,160,000
<u>Water Assistance</u>			
Water Assistance Grant	\$ 300,000		\$ 300,000
<u>Irrigation District Expense</u>			
Irrigation District Expenses	\$ 2,000		\$ 2,000
OTA Title Transfer	-		-
Technical Support	-		-
Legal	-		-
Total Irrigation District Expense	\$ 2,000	0	\$ 2,000
<u>Maintenance & Repair</u>			
Equipment Maintenance	\$ 27,000		\$ 27,000
Small Yard Equipment Purchases	5,000	(2,708)	2,292
Land & Bldg Maintenance	35,000	2,328	37,328
Auto Expense	15,000	380	15,380
Total Maintenance & Repair	\$ 82,000	0	\$ 82,000
<u>Capital Purchases</u>			
Office Equip & Furniture	\$ 50,000	(13,000)	\$ 37,000
Yard Equipment	20,000	(20,000)	-
Vehicle	80,000	(10,590)	69,410
Land & Buildings	504,797	43,590	548,387
Total Capital Purchases	\$ 654,797	0	\$ 654,797
General Fund Subtotal	\$ 5,331,797	0	\$ 5,331,797

GARRISON DIVERSION CONSERVANCY DISTRICT
 2024 BUDGET REVISION
 Rv6

	Budget 2024	Revision	Revised Budget
Irrigation Fund			
McClusky Canal Irrigation	\$ 418,100		\$ 418,100
Construction	-		-
Operations	418,100		418,100
Debt Payments	218,000		218,000
Principal	187,000	(156)	186,844
Interest	31,000	156	31,156
Total Irrigation Fund	\$ 636,100	0	\$ 636,100
GDU O & M			
Salaries & Benefits	2,538,600	0	\$ 2,538,600
Salaries	1,688,200		1,688,200
Benefits	850,400		850,400
Travel	20,000		20,000
Training	2,700		2,700
Utilities	82,900		82,900
Contracted Services (Eng / Survey)	171,600		171,600
Supplies	374,000		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	450,000		450,000
Safety	53,000		53,000
Miscellaneous	21,900		21,900
Materials	12,000		12,000
Total GDU O & M	\$ 4,749,700	\$ -	\$ 4,749,700
MR&I Fund			
Salaries & Benefits	\$ 82,000		\$ 82,000
State Administration	-		-
MR&I Project Expenditures	30,000,000		30,000,000
Total MR&I Fund	\$ 30,082,000	\$ -	\$ 30,082,000
RRV Water Supply Project			
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	423,053		423,053
Interest	239,947		239,947
Total RRVWSP	\$ 120,663,000	\$ -	\$ 120,663,000
TOTAL ALL FUNDS	\$ 161,462,597	\$ -	\$ 161,462,597

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget of Revenues and Expenditures
Rv1

	General Fund	Operations & Maintenance Fund	Municipal, Rural, and Industrial Fund	Red River Valley Water Supply Project	Irrigation Fund	Total
REVENUES:						
Irrigation Admin	\$ 975					\$ 975
Project Income						\$ -
Lease Income						\$ -
Miscellaneous Income	\$ -					\$ -
Interest Income	\$ 462,000		\$ 60		\$ 2,700	\$ 464,760
Tax Levy/State Aid	\$ 4,420,000					\$ 4,420,000
O&M Non-project Income		\$ 216,000				\$ 216,000
Contract Revenue	\$ 73,500	\$ 3,860,086	\$ 30,111,940	\$ 120,662,983	\$ 483,300	\$ 155,191,809
Total Revenues	\$ 4,956,475	\$ 4,076,086	\$ 30,112,000	\$ 120,662,983	\$ 486,000	\$ 160,293,544
EXPENDITURES:						
Directors Expense	\$295,730					\$ 295,730
Employee Expenses	\$1,607,000	\$ 1,872,108	\$ 90,000			\$ 3,569,108
Administrative Expenses	\$278,600	\$ 92,616	\$ -			\$ 371,216
Public Education	\$ 165,000					\$ 165,000
Professional Services	\$ 783,000	\$ 285,090		\$ 1,250,000		\$ 2,318,090
Irrigation Development	\$76,000					\$ 76,000
Recreation Matching	\$1,260,000					\$ 1,260,000
Water Assistance Grant	\$ 300,000					\$ 300,000
Irrigation Districts Expenses	\$ 2,000					\$ 2,000
Maintenance & Repairs	\$87,000	\$ 788,460			\$ 271,000	\$ 1,146,460
Capital Purchases	\$ 509,000	\$ 370,000		\$ 118,750,000	\$ -	\$ 119,629,000
MR&I Project Expenditures			\$ 30,000,000			\$ 30,000,000
Debt Service Payments				\$ 315,911	\$ 192,000	\$ 507,911
Interest on Debt Service				\$ 347,071	\$ 23,000	\$ 370,071
Total Expenditures	\$ 5,363,330	\$ 3,408,274	\$ 30,090,000	\$ 120,662,983	\$ 486,000	\$ 160,010,586
Revenues Over (Under) Expenditures*	\$ (406,855)	\$ 667,812	\$ 22,000	\$ -	\$ -	\$ 282,957
Transfers In (Out)	\$ 689,812	\$ (667,812)	\$ (22,000)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 282,957	\$ -	\$ -	\$ -	\$ -	\$ 282,957

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget Revision
Rv1

	Budget 2025	Revision	Revised Budget
<u>Directors Expense</u>			
Directors Per Diem	\$ 151,200		\$ 151,200
Directors Exp	\$ 144,530		\$ 144,530
Total Directors Expense	\$ 295,730	\$ -	\$ 295,730
<u>Employee Expense</u>			
Employee Salaries	\$ 1,000,000		\$ 1,000,000
General Managers Expense	\$ 21,000		\$ 21,000
Travel	\$ 62,000	\$ -	\$ 62,000
Administrative Officer	\$ 25,000		\$ 25,000
District Engineer	\$ 10,000		\$ 10,000
Engineer	\$ 6,000		\$ 6,000
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	\$ 507,000	\$ -	\$ 507,000
GDCD FICA	\$ 82,000		\$ 82,000
Retirement	\$ 147,000		\$ 147,000
Hospital & Life Insurance	\$ 227,000		\$ 227,000
Unemployment Comp	\$ 5,000		\$ 5,000
Vision / Dental	\$ 17,000		\$ 17,000
Workforce Safety Insurance	\$ 1,000		\$ 1,000
Long Term Disability Ins	\$ 10,000		\$ 10,000
Vacation/Sick Leave Liability	\$ 18,000		\$ 18,000
Total Employee Expense	\$ 1,607,000	\$ -	\$ 1,607,000
<u>Administration</u>			
Postage	\$ 4,400		\$ 4,400
Communications	\$ 16,000		\$ 16,000
Utilities	\$ 39,200		\$ 39,200
Meetings & Events	\$ 29,400		\$ 29,400
Subscriptions	\$ 6,500		\$ 6,500
Miscellaneous	\$ 3,500		\$ 3,500
Data Processing	\$ 60,300		\$ 60,300
Employee Recruiting	\$ 5,000		\$ 5,000
Supplies	\$ 12,300		\$ 12,300
Small Office Equipment	\$ 30,000		\$ 30,000
Dues	\$ 14,000		\$ 14,000
Insurance	\$ 18,000		\$ 18,000
Annual Independent Audit	\$ 40,000		\$ 40,000
Total Administration	\$ 278,600	\$ -	\$ 278,600
<u>Public Education</u>			
GDCD Tours	\$ 10,000		\$ 10,000
ND Water Users	\$ 20,000		\$ 20,000
ND Water Coalition	\$ 14,000		\$ 14,000
ND Water Magazine	\$ 20,000		\$ 20,000
Missouri River Joint Board	\$ 21,000		\$ 21,000
Upper Sheyenne	\$ 50,000		\$ 50,000
Conferences/Sponsorships	\$ 20,000		\$ 20,000
Miscellaneous	\$ 10,000		\$ 10,000
Total Public Education	\$ 165,000	\$ -	\$ 165,000

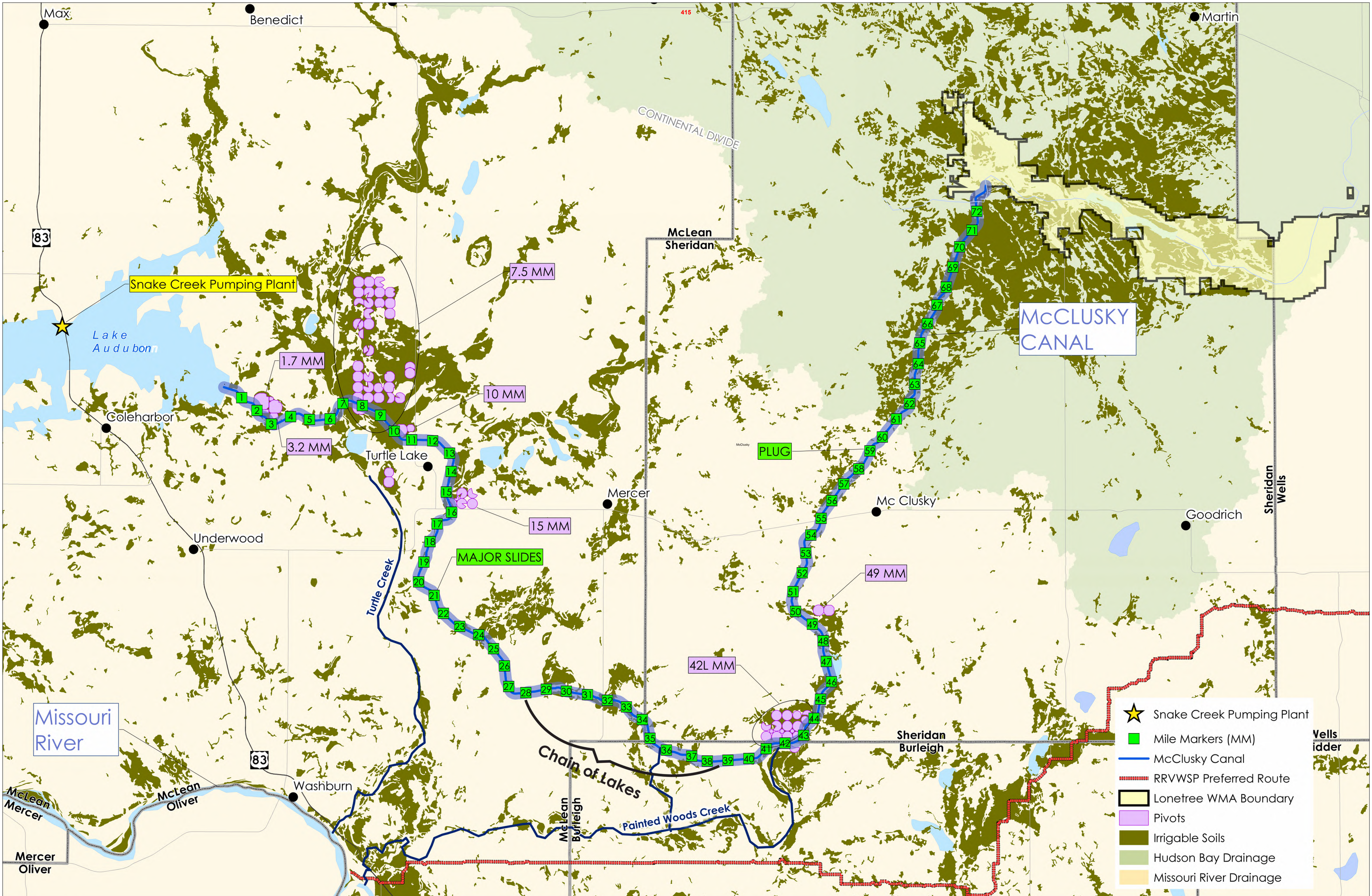
GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget Revision
Rv1

	Budget 2025	Revision	Revised Budget
<u>Professional Services</u>			
Communications	\$ 140,000		\$ 140,000
Engineering	\$ 125,000		\$ 125,000
RRVWSP Development	\$ 273,000	\$ -	\$ 273,000
Technical Support for LAWA	\$ 15,000		\$ 15,000
Engineering	\$ 50,000		\$ 50,000
Legal	\$ 132,000		\$ 132,000
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	\$ 200,000		\$ 200,000
Total Professional Services	\$ 783,000	\$ -	\$ 783,000
<u>Irrigation Development</u>			
ND Irrigation Association	\$ 50,000		\$ 50,000
NDSU Oakes Irrigation Site			\$ -
Bob Titus Lease	\$ -		\$ -
Irrigation Development	\$ 26,000		\$ 26,000
Total Irrigation Development	\$ 76,000	\$ -	\$ 76,000
<u>Recreation</u>			
Recreation Matching	\$ 1,250,000		\$ 1,250,000
DWRA Recreation Program	\$ 10,000		\$ 10,000
Total Recreation	\$ 1,260,000	\$ -	\$ 1,260,000
<u>Water Assistance</u>			
Water Assistance Grant	\$ 300,000	\$ -	\$ 300,000
<u>Irrigation District Expense</u>			
Irrigation District Expenses	\$ 2,000	\$ -	\$ 2,000
<u>Maintenance & Repair</u>			
Equipment Maintenance	\$ 27,000		\$ 27,000
Small Yard Equipment Purchases	\$ 10,000		\$ 10,000
Land & Bldg Maintenance	\$ 35,000		\$ 35,000
Auto Expense	\$ 15,000		\$ 15,000
Total Maintenance & Repair	\$ 87,000	\$ -	\$ 87,000
<u>Capital Purchases</u>			
Office Equip & Furniture	\$ 100,000	\$ 37,000	\$ 137,000
Yard Equipment	\$ 20,000		\$ 20,000
Vehicle	\$ 40,000	\$ 42,000	\$ 82,000
Land & Buildings	\$ 270,000		\$ 270,000
Total Capital Purchases	\$ 430,000	\$ 79,000	\$ 509,000
<u>General Fund Subtotal</u>			
General Fund Subtotal	\$ 5,284,330	\$ 79,000	\$ 5,363,330

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget Revision
Rv1

	Budget 2025	Revision	Revised Budget
<u>Irrigation Fund</u>			
McClusky Canal Irrigation	\$ 271,000		\$ 271,000
Construction	\$ -		\$ -
Operations	\$ 271,000		\$ 271,000
Debt Payments	\$ 215,000		\$ 215,000
Principal	\$ 192,000		\$ 192,000
Interest	\$ 23,000		\$ 23,000
Total Irrigation Fund	\$ 486,000		\$ 486,000
<u>GDU O & M</u>			
Salaries & Benefits	\$ 1,803,972		\$ 1,803,972
Salaries	\$ 1,211,964		\$ 1,211,964
Benefits	\$ 592,008		\$ 592,008
Travel	\$ 11,322		\$ 11,322
Training	\$ 2,754		\$ 2,754
Utilities	\$ 75,378		\$ 75,378
Contracted Services (Eng / Survey)	\$ 285,090		\$ 285,090
Supplies	\$ 218,280		\$ 218,280
Equipment Purchases	\$ 370,000		\$ 370,000
Small Equipment Purchases	\$ 15,300		\$ 15,300
Equipment Rental	\$ 7,140		\$ 7,140
Equipment Maintenance	\$ 306,000		\$ 306,000
Safety	\$ 54,060		\$ 54,060
Miscellaneous	\$ 17,238		\$ 17,238
Materials	\$ 241,740		\$ 241,740
Total GDU O & M	\$ 3,408,274		\$ 3,408,274
<u>MR&I Fund</u>			
Salaries & Benefits	\$ 90,000		\$ 90,000
State Administration	\$ -		\$ -
MR&I Project Expenditures	\$ 30,000,000		\$ 30,000,000
Total MR&I Fund	\$ 30,090,000		\$ 30,090,000
<u>RRV Water Supply Project</u>			
Right of Way	\$ 1,250,000		\$ 1,250,000
Design/Construction in Progress	\$ 117,500,000		\$ 117,500,000
Professional Services	\$ 1,250,000		\$ 1,250,000
Financing/Legal/Administration	\$ 1,250,000		\$ 1,250,000
Other Engineering			\$ -
Debt Payments	\$ 662,983		\$ 662,983
Principal	\$ 315,911		\$ 315,911
Interest	\$ 347,071		\$ 347,071
Total RRVWSP	\$ 120,662,983	\$ -	\$ 120,662,983
TOTAL ALL FUNDS	\$ 159,931,586	\$ 79,000	\$ 160,010,586

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



McCLUSKY CANAL

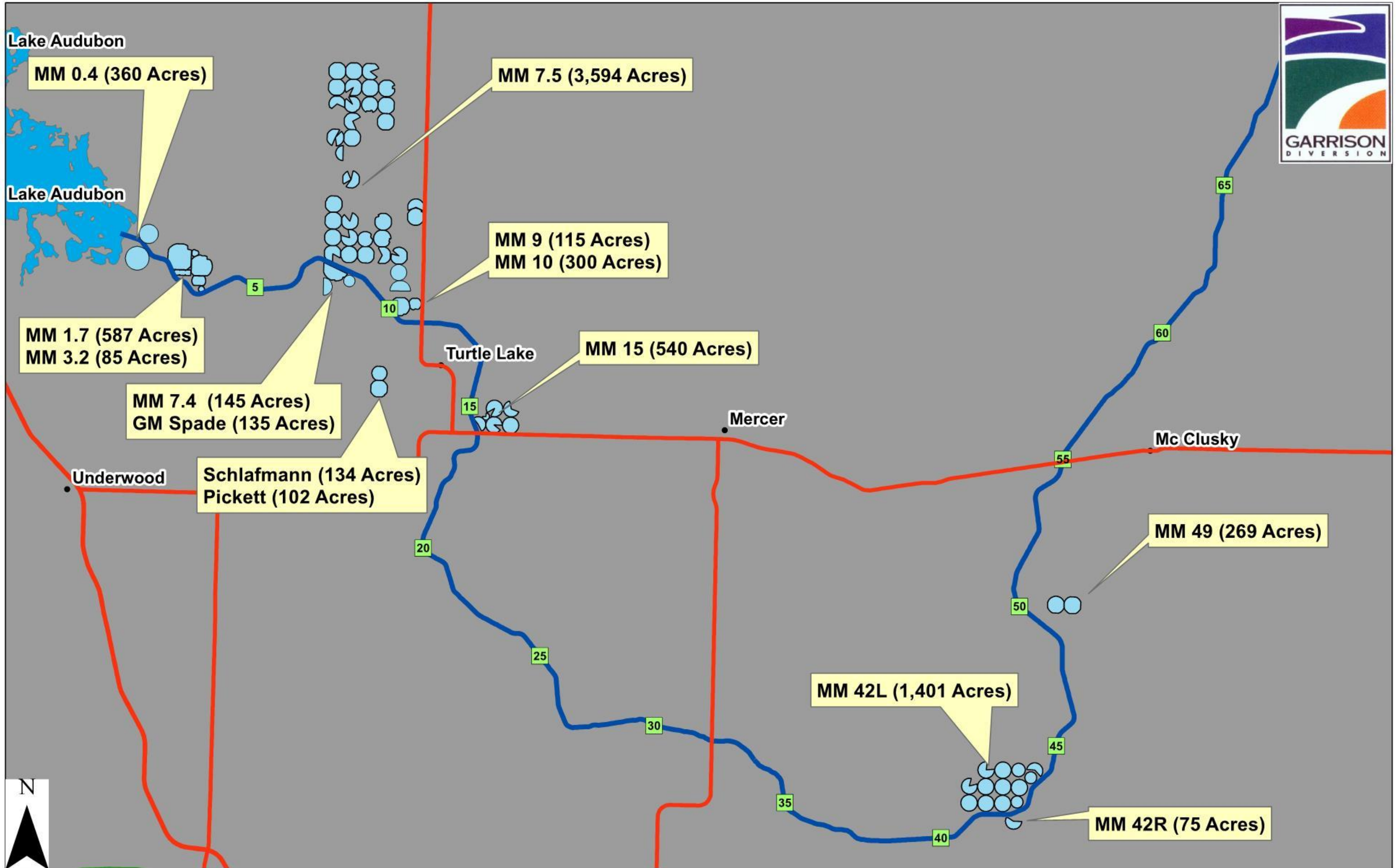
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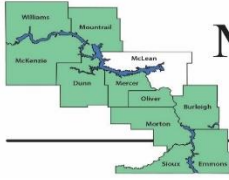


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Missouri River Joint Water Board

Wade Bachmeier, Chairman
8315 Willow Road N Mandan, ND 58554
Phone: 701-400-4251

Greg Lange, Secretary/Treasurer
610 Sudbury Ave, Bismarck, ND 58503
Phone: 701-880-1028

Mr. Duane DeKrey

December 24, 2024

General Manager
Garrison Diversion Conservancy District
PO Box 140
Carrington, ND 58421

RE: Missouri River Joint Water Board Educate, Advocate, and Engage Program
Request for Consideration of funding participation

Dear Duane,

This is a follow-up to a few conversations we have had with you in recent months regarding the Missouri River Joint Water Board (MRJWB) ongoing Educate, Advocate, and Engage (EAE) program.

The Garrison Diversion Conservancy District (District) has played a key role in assisting us in starting and advancing this program in recent years. The District has not only provided cost share funding (in past years amounts equal to 25% of the annual budget) but you and your staff have graciously participated as member(s) of our Advisory Committee on the program. We appreciate all this past involvement and support. To continue the EAE program, we are now seeking funding for calendar year 2025.

To let you know what we have accomplished in and participated in this past year, a report titled 'Report on EAE Activities for 2024' is attached. Also attached is our 'MRJWB 2025 Work Plan' and our recent board minutes authorizing continuation of the EAE program and this cost share request.

This letter is a request for consideration from the District to provide a cost share for our expected 2025 continuation of the program. Our tentative budget is a total of \$163,900 for that year. Of that total we expect the Department of Water and Natural Resources to participate to a level of 50%, or an amount up to \$81,950. We also expect to be able to raise local county water board contributions of 25%, or an amount up to \$40,975. The remaining unfunded portion is then at 25%, or an amount up to \$40,925. Our request to the District is for funding participation for that remaining 25%, not to exceed the \$40,925.

We understand you will place this item on your January Board meeting agenda and we will be in attendance (either in person or by zoom) to discuss further as needed.

Sincerely,

Wade Bachmeier
Chairman, MRJWB

MISSOURI RIVER JOINT WATER BOARD, CALANDER YEAR 2025 WORK PLAN AND BUDGET

Prepared: December 2024

1. Introduction.

The Missouri River Joint Water Board (MRJWB or 'Joint Board') has prepared and is submitting this Calander Year 2025 Work Plan (Plan) in support and explanation of the activities planned and proposed for their Educate, Advocate, and Engage (EAE) Program.

This Plan is submitted to the North Dakota Department of Water Resources (DWR), the Garrison Diversion Conservancy District (GDU), and to other water organizations and associations as selected, and to the member counties of the Joint Board.

This Plan provides a listing of envisioned activities for calendar year 2025, relative to the EAE Program, and includes the estimated costs for such activities.

2. Background.

The Joint Board initiated the EAE Program in 2022. Initial activity during that year for the months of March and April was directed primarily by the Morton Conty Water Resource District; they also provided funding for those first few months of activity. Starting in June of 2022, funding support was received from the DWR, GDU and local member board contributions.

For the most recent past calendar year (calendar year 2024), funding was requested as follows:

- Local contribution not to exceed \$30,000, or 25% of total.
- GDU contribution not to exceed \$30,000, or 25% of total.
- DWR contribution not to exceed \$60,000, or 50% of total.

The above table indicates a total calendar year 2024 EAE costs of approximately \$120,000; a breakdown of that budget was presented to all noted contributing entities prior to any commitment of funds.

3. EAE Program Administration.

Since the start of the EAE Program, and including into the present, the Joint Board has performed all activities primarily by the use of three third party contracts as follows:

- Program Manager contract issued to Ken Royse for services as needed to pursue the goals and intents of the EAE Program.
- Program Administration contract issued to the North Dakota Water Users for administrative services of the EAE Program.
- Article Publication contract issued to the North Dakota Water Education Foundation for publication of program related articles in the North Dakota Water Magazine.

Board inhouse administration is provided with a contract with Greg Lange, for bookkeeping, secretarial, and attorney related costs. Overall administration of the EAE Program is by an executive committee of the Joint Board, with final approval of all significant costs and actions by the full Board. Additionally, the Board has created and does rely upon an ad hoc Advisory Committee, which provides input and

guidance of the activities, events and planning of the Program. The Advisory Committee is comprised of local water leadership, the DWR, GDU, and other related parties.

4. Work Achieved in Calendar Year 2024.

By separate report, the work achieved relative to the EAE Program is documented in a separate report entitled 'Report on EAE Activities for Year 2024'.

5. Work Planned for Calendar Year 2025.

For calendar year 2025 the following work items are planned (note: the order and numbering of these items correspond to the ordering and numbering shown in the proposed budget):

1. **Program Manager.** The Board intends to continue the Program Manager contract currently in place with Ken Royse into the year. It is noted that Ken Royse will be retained to the time as needed for the Board to find and engage with a replacement Program Manager. The replacement Program Manager is expected to be secured by approximately March or shortly thereafter of calendar year 2025. The replacement Program Manager may be expected to begin a transfer of the level of activities from a part time type of position to a near full time start of position, however those details will be developed at a later date. The cost of this item is shown as a lump sum, which recognizes that there will be near full time work required at times, balanced by lesser demands of work at other times. For budget purposes, the cost of this item is estimated at \$60,000 and is meant as full compensation for all work as needed and for two (2) separate travel costs from out of State into the State of North Dakota.
2. **NDWU Administration.** The Board intends to continue with a contract for administration services with the North Dakota Water Users Association (NDWU). The shown costs reflect a likely large cost for the planning and involvement of public meetings and other meetings during the year, as well as routine and other ongoing administration activities. For budget purposes, the cost of this item is estimated at \$12,000 and is meant to include the significant costs that is envisioned by NDWU in the planning and participation for public meetings to be held.
3. **ND Water Magazine.** The Board intends to continue a contract with the ND Waer Education Foundation for publishing of EAE Program related articles in each monthly ND Waer Magazine. For budget purposes, the cost of this item is estimated at \$10,000 and is meant to cover all costs in the year that the magazine is published (approximately 8 times), including article reviews and formatting.
4. **Other Magazines.** The Board intends to continue to pursue opportunities to publish EAE program related articles in other Statewide, or area wide, or area newspapers, on a case-by-case determination of costs and circulation of such magazines or newspapers. For budget purposes, the cost of this item is estimated at \$6,000 and is envisioned to accommodate 3 such publications.
5. **Program Pamphlets and Displays.** The Board intends to continue to develop and distribute EAE Program pamphlets at various water related events such as various statewide or regional water events or conventions, the ND State Fair, and other related type of events. For budget purposes, the cost of this item is estimated at \$3,000 and is envisioned to include incidental preparation, printing, and distribution of such pamphlets or special display items.
6. **Special Educational Costs.** The Board intends to initiate an aggressive pursuit of opportunities to deliver EAE Program information and material into the public-school systems of our State. It is

envisioned that a special consultant will be needed to be hired to provide specialized information and handouts to accomplish this goal. For budget purposes, the cost of this item is estimated at \$12,000 and is envisioned to include all costs of material preparation, printing, and distribution of the materials.

7. **Public Meetings.** The Board intends to continue to schedule and hold area wide public meetings for discussion of the EAE Program. It is intended that approximately eight (8) such public meetings will be scheduled and held at selected communities in the State. For budget purposes, the cost of this item is estimated at \$15,000 and is envisioned to include costs of venues, special travel costs, and meeting notifications and publications costs.
8. **Conferences and Agency Meetings.** The Board intends to attend and participate in area wide and Statewide water conferences and Agency meetings. Such conferences may include but not be limited to the NDWU Annual Conference, the ND Water Districts Annual Conference, the Upper Missouri Association conference, the League of Cites Annual convention, and the Association of Counties Annual convention. Agency meetings would include legislative hearings, water topic meetings, SWC meetings, COE Annual Operating Plan meetings and similar type of agency meetings. For budget purposes, the cost of this item is estimated at \$5,000.
9. **Program Reimbursables 1.** This item is intended to provide costs and reimbursement for travel and per diem costs for the various in-state or area meetings as planned for the year. For budget purposes, the cost of this item is estimated at \$5,000.
10. **Program Reimbursables 2.** This item is intended to provide costs and reimbursement for travel and per diem costs for the various out of state or area meetings as planned for the year. For budget purposes, the cost of this item is estimated at \$5,000.
11. **In House Program Administration.** The Board intends to continue with a contract for in house administration services with Greg Lange. The shown costs reflect a likely large cost for the planning and involvement of public meetings and other meetings during the year, as well as routine and other ongoing administration activities. For budget purposes, the cost of this item is estimated at \$8,000 and is meant to include the significant costs that is envisioned for funding administration and reporting requirements of the EAE Program.
12. **Speaker Fee Reimbursement.** The Board intends to continue to encourage and utilize third party involvement in representing the Board and the Program at selected agency meetings, public meetings, or other related activities. For budget purposes, the cost of this item is estimated at \$3,000 and is envisioned to provide compensation to such parties for costs of travel, per diem and a speaker fee to accommodate the time for preparation, attendance, and participation at such events.

The above listed items represent the work envisioned for calendar year 2025. Actual work may vary but if any significant variance occurs, the Board will seek and obtain approvals for such variance from all funding partners of the Program.

6. Proposed Budget.

The proposed budget for calendar year 2025 activities is as follows:

Budget 2025

Missouri River Joint Water Board: EAE Program for Calander Year 2025		
Budgeted Costs	Totals	Notation
1. Program Manager	\$60,000	\$5000 mo X 12 months
2. NDWU Administration	\$12,000	Contract with NDWU at estimated \$1000 per month X 12 months
3. ND Water Magazine	\$10,000	Contract with NDWEF at \$1000 per issue X 10 issues
4. Other Magazines	\$6,000	Lump sum for other area magazines TBD
5. Program Pamphlets/Displays	\$3,000	General Program Handouts
6. Special Educational Costs	\$12,000	Material Development for School Handouts
7. Public Meetings	\$15,000	Anticipated venue, notices, and publication costs; anticipate 8-10 meetings
8. Conferences and Agency Meetings	\$5,000	ND Water conferences, AOP Meetings and other area conferences
9. Program Reimbursables 1	\$5,000	Travel and per Diem for instate state meetings
10. Program Reimbursables 2	\$10,000	Selected Out of State Travel/Meetings/Conferences/Speaker Fees
11. In house Program Admin.	\$8,000	Added Board Attorney and Secretary costs
12. Speaker Fee Reimbursement	\$3,000	Reimbursement to Advisory Member Speaker Fees
Subtotal	\$149,000	
10 % Contingencies	\$14,900	Estimated
Total	\$163,900	
Budgeted Revenue		
Local	\$40,975	Local share is 25% of total
DWR	\$81,950	State share is 50% of total
GDU	\$40,975	GDU share is 25% of total
Totals	\$163,900	

Report on EAE Activities for Year 2024.

Legislative Involvement and State and Federal Agency Meetings.

- Attended and reporting to Water Topics Overview Committee (various times)
- Met with Farmers Conservation Alliance re: Irrigation opportunities in ND.
- Meeting with Corps of Engineers for program involvement (Nov meeting)
- Meetings with representatives from Education ,,,,, led by Jim Schmidt and ongoing.
- Ongoing coordination with Department of Water and Natural Resources
- Provided testimony at the DWR area meetings (led by Mike Gunsch)
- Advisory member attendance at COE AOP meetings
- Ongoing correspondence with SD water organizations re: Missouri River

Public Meetings.

The Missouri River Joint Water Board presents

The Importance of the Missouri River

PUBLIC MEETINGS

*All times local

You are invited to a series of public meetings discussing the importance of the Missouri River to North Dakota. Please make plans to attend a meeting that works for you.

MONDAY, SEPT. 23:	TUESDAY, SEPT. 24:	WEDNESDAY, SEPT. 25:	THURSDAY, SEPT. 26:
Dickinson 1:30-3:00 pm Southwest Water Authority 4665 2nd St. SW	New Town 1:30-3:00 pm 4 Bears Casino & Lodge Santee Room 202 Frontage Rd.	Beulah 1:30-3:00 pm Cobblestone Inn 1207 Hwy 49 N	Mandan 1:30-3:00 pm ND Rural Association of Rural Electric Cooperatives Conference Room A and B 3201 Nygren Dr. NW
Williston 7:00-8:30 PM Western Area Water Supply Authority 1117 E Broadway	Minot 7:00-8:30 PM City Hall, Council Chambers 2nd Floor 10 3rd Ave. SW	Washburn 7:00-8:30 pm Fort Mandan Visitor Center The Lodge Classroom 838 28th Ave. SW	Killdeer 7:00-8:30 pm Dunn County Road Department 458 CC Ave.

- Public Meeting in Dickinson ND (Sept. 23 meeting)
 - Introductions by Dani Quissell, Executive Director of ND Water Users
 - Moderated by Jim Odermann, SWC Member and Chairman of Southwest Water Authority
 - Panel Presentations from Ken Royse, Clay Carufel, and Jen Murray
 - Attendance approximately 23
 - Significant items of discussion:
 - Measure 4 for property tax elimination
 - Protecting ND share of river

- Public Meeting in Williston (Sept. 23 Meeting)
 - Introductions by Dani Quissell, Executive Director of ND Water Users
 - Moderated by Gene Veeder, SWC Member
 - Panel Presentations from Ken Royse, Clay Carufel, and Tami Madsen
 - Attendance approximately 19
 - Significant items of discussion:
 - Irrigation opportunities
 - COE interactions
- Public Meeting in New Town (Sept 24 Meeting)
 - Introductions by Dani Quissell, Executive Director of ND Water Users
 - Moderated by Dani Quissell
 - Panel Presentations from Ken Royse, Clay Carufel, and Joe Silveria
 - Attendance approximately 24
 - Note: Mark Fox, Chairman of TAT invited to participate by unable to attend
 - Significant items of discussion:
 - Operations of Fort Berthold Rural Water
 - Indian Water Rights
 - involvement of Tribes in State water policy
- Public Meeting in Minot (Sept 24 Meeting)
 - Introductions by Dani Quissell, Executive Director of ND Water Users
 - Moderated by
 - Panel Presentations from Ken Royse, Clay Carufel, and Jason Sorenson (City of Minot)
 - Attendance approximately 24
 - Note: Jason Zimmerman, SWC member, and Alan Walters, Chairman of Garrison Diversion, and Erick Volk, Executive Director of ND Rural Water, and Dan Schefer, Chairman of NAWS, and Matt Odermann, President of ND Rural Water: all invited to participate but unable to attend.
 - Significant items of discussion:
 - NAWS Project Issues
 - Possible quantification of the Missouri River
- Public Meeting in Washburn (Sept 25 Meeting)
 - Introductions by Dani Quissell, Executive Director of ND Water Users
 - Moderated by Dani Quissell
 - Panel Presentations from Ken Royse, Clay Carufel, and Margo Knorr (Garrison Diversion) and Lynn Oberg (McLean County WRB)
 - Attendance approximately 24
 - Note: Greg Lange, Attorney and Secretary for Missouri River Joint Water Board and Duane DeKrey, General Manager of Garrison Diversion, both invited to participate by unable to attend
 - Significant items of discussion:
 - Indian Water Rights
 - involvement of counties in Joint Board
- Public Meeting in Beulah (Sept 25 Meeting)
 - Introductions by Dani Quissell, Executive Director of ND Water Users

- Moderated by Dani Quissell
- Panel Presentations from Ken Royse, Clay Carufel, Casey Voight (Mercer County WRB)
- Attendance approximately 18
- Note: Greg Lange, Attorney and Secretary for Missouri River Joint Water Board and Duane DeKrey, General Manager of Garrison Diversion, both invited to participate by unable to attend
- Significant items of discussion:
 - Quantification and compacting of river.
 - Use of Water by downstream states and others
- Public Meeting in Mandan (Sept 26 Meeting)
 - Introductions by Dani Quissell, Executive Director of ND Water Users
 - Moderated by Wade Bachmeier
 - Panel Presentations from Ken Royse, Clay Carufel, Jim Schmidt, and Kathleen Jones)
 - Attendance approximately 25
 - Note: Jay Volk SWC member, invited to participate by unable to attend
 - Significant items of discussion:
 - Quantification and compacting of river.
 - Use of Water by downstream states and others
 - Tribal involvement in ND water policy
- Public Meeting in Killdeer (Sept 26 Meeting)
 - Introductions by Mary Massad, President of ND Water Users
 - Moderated by Mary Massad
 - Panel Presentations from Ken Royse, Clay Carufel, Jen Murray
 - Attendance approximately 19
 - Significant items of discussion:
 - Quantification and compacting of river.
 - Tribal water and possible sale of water to Las Vegas
- General Note:
 - For all meetings, effort was made to involve SWC Members, ND Rural Water, local water leaders, area Water system managers and/or board members, City officials, Garrison Diversion, and others in the programs.
 - For all meetings, extensive use of area newspapers was used to publicize the meetings as follows:
 - Bismarck Tribune
 - Dickinson Press
 - Williston Herald
 - New Town News
 - Minot Daily News
 - Hazen Star
 - Beulah Beacon
 - Mandan News and Finder
 - Morton County News
 - Washburn Leader

Other Organizational Meetings.

- Met with Farmers Conservation Alliance re: Irrigation opportunities in ND.
- Presented at the Upper Missouri Water Association
- Presented at the South Dakota Water Leadership Conference
- Displayed at the North Dakota State Fair
- Local service clubs or other organizational events ----- presentations made by Mary, Jim, Greg, and Mike

Articles Published During Year:

- Use it or Lose It, ND Water Magazine, Jan 2024
- Generations of Life on the River, ND Water Magazine, March 2024
- Generations of Life on the River, ND Horizons Magazine, March 2024
- Our Joint Board Beginnings, ND Water Magazine, April 2024
- Managing the Mighty Missouri, ND Water Magazine, May 2024
- Missouri river; A Drinking Water Supply, ND Water Magazine, June 2024
- The Council Bluffs Flood Event, ND Water Magazine, July 2024
- Missouri River and the Tribes Part 1, ND Water Magazine, October 2024
- Missouri River and the Tribes Part 2, ND Water Magazine, November 2024
- Sumo Wrestlers and Irrigation, ND Water Magazine, December 2024

Planning For 2025

- Ongoing 2025 Work Plan activities
- Ongoing 2025 Budget Projections
- Ongoing Activities to Involve More Countries in Joint Board
- Ongoing Activities to engage with other Basin States in EAE efforts.
- Plans to transition into a new EAE Program Manager

Missouri River Joint Water Board

Minutes of the Meeting held on
December 12, 2024, 12:30 pm
Heart Room Bismarck Hotel

1. Call to Order: Chairman Wade Bachmeier called the meeting to order at 12:30 pm CT with a quorum of members present representing the following county WRDs: Morton, Mercer, Emmons, Williams, Mountrail, and Burleigh. Members attending: Bruce Jaeger and Casey Voigt for Mercer County; Wade Bachmeier and Bruce Engelhardt for Morton; Corey Paryzek for Williams; Glenn Geffre for Emmons; Jaye Sandstrom and Eric Enerson for Mountrail; and Roger Smith and James Landenberger for Burleigh County. Others in attendance are shown on the sign-in sheet attached to these minutes.

2. Reports

a. Secretary: the **Minutes of the meeting held on September 10, 2024, were approved on motion by Emmons, seconded by Burleigh County and carried.**

b. Treasurer:

1. The Financial report was approved on motion by Williams, seconded by Emmons and carried.

2. The proposed 2025 Operating budget, with dues of \$2000 for members in Tier 1 (Burleigh, Morton, McKenzie, Williams, and Mountrail); dues of \$1500 for members in Tier 2 (Mercer and Dunn); and dues of \$1000 for members in Tier 3 (Oliver and Emmons), was then approved on motion by Mercer County, seconded by Mountrail County and carried.

c. Chairman:

1. Chairman Wade Bachmeier then vacated the chair and asked Mr. Lange to commence the annual elections with the position of Chair. **Lange called for nominations for the office of chair and Wade Bachmeier was nominated.** No other nominations were received, **and he was elected unanimously.**

2. **Bachmeier resumed the chair and called for nominations for the position of vice-chair. Roger Smith of Burleigh County was nominated and elected unanimously.**

3. **The Chair then called for nominations for appointment of the Board's Secretary/Treasurer and Greg Lange was nominated and appointed on motion made by Mercer, seconded by Williams and carried.**

4. The Chair then recognized Jen Murray from Southwest Water and she presented a check from Southwest of \$1000 to support the continued involvement of Terry Fleck in the MRRIC.

3. Old Business

a. Secretary Lange reminded members that the final step in the Amendment of our Joint Powers Agreement was approval and signing of the Amended JPA by all existing members. Several directors mentioned that this would be acted on very soon by their boards and some signatures have already been collected.

b. EAE initiative. Ken Royse reported on his recent activities to Educate, Advocate, and Engage North Dakota citizens through articles in the Water magazine and other publications, public meetings in the western parts of the State this past fall. He noted there was generally good attendance and many questions. He also made some presentations in MT and SD. Our 2025 contract with Ken anticipates that he will continue temporarily in hopes that his replacement can be found by spring 2025.

4. New Business (The chair called for the EAE New Business to be handled at this point.)

a. EAE contract approvals:

1. The 2025 Work Plan and Budget was approved as submitted on motion by Burleigh, seconded by Williams and carried unanimously.

2. The 2025 contract for administrative support from Water Users was approved as submitted on motion by Williams, seconded by Burleigh and carried.

3. The 2025 contract for administrative support from Lange Law Office, PLLC, was approved as submitted on motion by Mercer, seconded by Mountrail and carried.

4. The 2025 contract for EAE services of KWR Associates was approved as submitted on motion by Williams, seconded by Emmons and carried.

b. EAE Cost Share requests were then approved on motion by Burleigh, seconded by Mercer, and carried as follows: for 50% cost share from the Department of Water Resources up to \$81,950 and for 25% cost share from Garrison Diversion Conservancy District up to \$40,975. The balance of 25% would be borne by the members and other voluntary supporters of our EAE initiative.

b. MRRIC. Terry Fleck the gave a brief update on the recent activities of the MRRIC, which he credited with reducing the amount of litigation over River matters.

4. New Business (The chair elected to cover the MRRIC new business at this point.)

b. The members voted to continue our administrative support of Terry Fleck's 2025 MRRIC involvement while seeking continued cost share support of 50% from both the Department of Water Resources and Garrison Diversion Conservancy District on motion by Williams, seconded by Mercer and carried.

3. Old Business

c. MRAC. Mike Gunsch reported that MRAC had been pretty quiet, but was continuing to consider how it can integrate with and support our EAE activities.

d. DWR. Clay Carufel gave an update on recent DWR activities. He noted that they are completing a study on the best locations on the River for additional water intakes, which could speed future water development. They continue to work to persuade the COE to strengthen the Snake Creek embankment as part of the long-term promises to our State.

4. New Business.

a. Kathleen Jones reported on her ongoing efforts to organize and digitize our files.

b. Lange explained to the Stark County WRB representatives the steps to joining the MRJWB.

The meeting was adjourned at 1:35 pm on motion by Burleigh, seconded by Emmons and carried.

2024 ACCOMPLISHMENTS

Garrison Diversion Conservancy District

1) Federal/National

- a) Met with Brent Esplin, Regional Director of Bureau of Reclamation, 2 times
- b) Held multiple meetings with Congressional Delegation to provide updates on RRVWSP and GDCD
- c) Attended NWRA Annual Conference
- d) Attended NWRA Leadership Forum
- e) Attended Family Farm Alliance Conference
- f) Attended NRWA WaterPro Conference
- g) Attended NWRA Federal Water Issues Conference
- h) Attended NWRA Western Water Seminar
- i) Attended 1 Groundwater Management District Association Conferences
- j) Attended International Red River Watershed Conference
- k) Working with DWR, Sen. Hoeven, ND Rural Water Systems Association and tribal leaders on increasing the MR&I authorization
- l) Assisted with developing language for S. 4996

2) MR&I Program

- a) Maintained communications with State Water Commission and ND Rural Water Systems Association
- b) Participated in 4 water supply funding agency meetings
- c) Distributed \$8.5 million from the MR&I Fund
- d) Awarded \$12.7 million to MR&I projects
- e) Awarded \$266,019 in Water Supply Assistance Grant funds
- f) Secured \$1.5 million for ENDAWS

3) Agriculture and Irrigation Development

- a) Hosted Irrigation Appreciation supper
- b) Provided \$25,000 to support the ND Irrigation Association
- c) Provided \$5,000 towards irrigation development
- d) Spent \$302,848 to date on OIRS building
- e) Finalized OIRS building construction
- f) Transferred OIRS land to NDSU
- g) Supported the Irrigation Feasibility Study completed by NDSU and NDIA
- h) Irrigated 7,900 acres from the McClusky Canal

4) Red River Valley Water Supply Project

- a) Provided support for Lake Agassiz Water Authority
- b) Facilitated 7 Lake Agassiz Water Authority meetings
- c) Facilitated 4 LAWA Technical Advisory Committee meetings
- d) Facilitated 4 LAWA Financial Advisory Committee meetings

- e) Facilitated 2 LAWA Technical Advisory Committee Operational Subcommittee meetings
- f) Presented RRVWSP updates at 1 Water Topics Overview Committee meeting
- g) Engaged in many RRVWSP Leadership Strategy, Financial Planning, Administrative, Engineering, Construction, Policy & Risk Management and Legal Strategy meetings
- h) Continued meeting with state legislators
- i) Met with House and Senate Majority Leaders regarding RRVWSP
- j) Met with state and federal agencies to provide updates on the RRVWSP
- k) Invested \$69.1 million in the RRVWSP
- l) Updated financial modeling options
- m) Approved a financing resolution pertaining to Garrison Diversion Conservancy District's \$11,302,440 Water Revenue Bond, Series 2023
- n) Awarded bid for RRVWSP Transmission Pipeline Contract 6A
- o) Continued right-of-way effort in Griggs, Foster, Wells and Sheridan Counties
- p) Participated in regular meetings with BND regarding RRVWSP financials
- q) Supported the Project Participation Agreement with LAWA
- r) Continued implementing RRVWSP 2023-2025 Biennium Work Plan and Budget for \$244 million
- s) Conducted 71+ meetings with potential RRVWSP participants
- t) Approved 7 MOCs (Mayville, Hillsboro, Carrington, Cooperstown, Valley City, Fargo, Grand Forks)
- u) Continued operational planning for the RRVWSP
- v) Supported Fargo and Grand Forks in cost allocation
- w) Installed 12 miles of transmission pipeline for Contracts 5B, 5C and 5D
- x) Approved Common Interest Agreement
- y) Issued \$140,095 in crop damages

5) Natural Resources

- a) Assisted with maintenance of Audubon & Arrowwood National Wildlife Refuges
- b) Assisted with maintenance of Lonetree Wildlife Management Area
- c) Assisted with maintenance of mitigation features as requested by Reclamation
- d) Completed a wetland area for ND G&F at Painted Woods

6) Recreation Program

- a) Awarded \$1,144,122 to 37 projects
- b) Expended \$1,046,709 to previously approved projects
- c) Continued maintenance of recreation facilities at Chain of Lakes Recreation Area

7) Administrative/Legislative

- a) Attended multiple meetings with ND Water Users and Water Coalition
- b) Prepared for the 2025 Legislative Session
- c) Facilitated 30 Garrison Diversion Board & Committee meetings
- d) Reported GDCD activities at State Water Commission meetings
- e) Attended Ag Coalition meetings

- f) Conducted 2025 Budget Hearing to fulfill statutory requirement
- g) Completed 2023 Audit with no findings
- h) Attended Upper Missouri Water Users Association Conference
- i) Participated in virtual Red River Basin Commission Water Supply Working Group meetings
- j) Hosted 20th Annual Top O' the Day Golf Scramble
- k) Attended 2 GDU Semi-Annual meetings
- l) Submitted Indirect Cost calculation to the Interior Business Center
- m) Attended multiple meetings with BOR Area Manager
- n) Launched Program Management Information System software
- o) Secured Fryberger Law Firm as Bond Counsel for Garrison Diversion RRVWSP financing
- p) Held two All Staff meetings
- q) Purchased 2024 Tahoe
- r) Expended \$6,960 to support the Missouri River Joint Water Board's Educate, Advocate and Engage Program
- s) Expended \$20,930 of funding assistance for the Missouri River Recovery Program Implementation Committee
- t) Closed on a \$60 million bond with BND
- u) Met with Burleigh County Commission regarding their mill levy to the district
- v) Distributed new iPads for the Board of Directors
- w) Hired 2 accountants
- x) Implemented IT security program
- y) Secured Managed IT services
- z) Hired HR Consultant
- aa) Approved Series D2 Financing for the RRVWSP

8) Public Relations

- a) Implemented 2024 Garrison Diversion Communications Work Plan
- b) Implemented 2024 RRVWSP Communications Plan
- c) Developed & submitted 8 ND Water magazine stories
- d) Developed and published the 2023 Annual Report
- e) Prepared and distributed 7 news releases
- f) Staffed Garrison Diversion and LAWA booths at 6 conferences/events
- g) Updated and maintained Garrison Diversion website
- h) Updated and maintained LAWA website
- i) Updated and maintained RRVWSP website
- j) Maintained Facebook and Twitter social media accounts for Garrison Diversion and RRVWSP
- k) Distributed Quarterly RRVWSP Newsletter
- l) Developed multiple information pieces for RRVWSP and Garrison Diversion
- m) Continued to support ND's water community
- n) Created GDCD Benefits handouts for 7 counties

- o) Presented on Garrison Diversion and the RRVWSP with the International Red River Watershed Board, Missouri River Joint Water Board Public Meetings, FMWF Chamber Policy Committee; ND League of Cities; Western States Water Council; ARBI Conference; ND Dept. of Commerce; Water Topics Overview Committee; Carrington Kiwanis; ND Joint Water Convention
- p) Hosted tours of GDCD and RRVWSP facilities and construction sites
- q) Hosted All Water Social in conjunction with ND Water Users Convention

9) Engineering & Operations

- a) Major equipment purchases
 - i) Vactor truck
 - ii) Heavy haul trailer
 - iii) 1-ton O&M pickup
- b) Moved approximately 207,000 cubic yards of earth at the Major Slide Repair
- c) Maintained quality staff and equipment
- d) Updated and implemented "5-Year Work Plan"
- e) Completed 2024 annual work plan on GDU facilities
- f) Completed 2024 annual work plan for Devils Lake Outlet maintenance
- g) Operated and maintained 13 McClusky Canal Irrigation Projects
- h) Participating in NAWS construction activity at SPPP
- i) Performed maintenance for RRVWSP Sheyenne River Discharge Structure
- j) Performed maintenance for RRVWSP Washburn Intake Structure
- k) Hosted tours at the Snake Creek Pumping Plant for various groups
- l) Engaged as a Cooperator in USACE Snake Creek Embankment Dam Safety Modification Study
- m) Completed shore stabilization project at New Johns Lake
- n) Hired 1 new O&M employee
- o) Attended 5 Career Fairs seeking engineering recruit

2025 WORK PLAN

Garrison Diversion Conservancy District

A. Federal

1. Continue to monitor and engage in WOTUS rule
2. Maintain cooperative agreements and contracts with Reclamation
3. Finalize cost of water and sign ENDAWS Master Repayment Contract
4. Support Federal legislation allowing irrigation districts access to PUP outside the McClusky Canal corridor
5. Continue to investigate transfer of GDU facilities with Reclamation

B. MR&I Program

1. Administer Garrison Diversion Water Supply Assistance Grant Program
2. Work with NDRWSA, Reclamation and other agencies to support rural water users
3. Work with ND Water Coalition to examine funding priorities
4. Increase Federal cost ceiling authorization for MR&I
5. Secure additional funding for ENDAWS

C. Develop and enhance irrigation in North Dakota

1. Provide assistance and support to the ND Irrigation Association
2. Continue outreach with power coops regarding future development of the McClusky Canal Power Infrastructure Master Plan
3. Continue development of the McClusky Canal Irrigation Project
4. Continue to support irrigation in current state cost-share policy

D. Red River Valley Water Supply Project

1. Provide support for Lake Agassiz Water Authority
2. Explore James River water for MR&I water delivery
3. Continue to execute the 2023-2025 RRVWSP work plan
4. Support affordable funding plan for RRVWSP
5. Execute Project Participation Agreement with LAWA
6. Complete restoration on 9-mile (Contract 5B) segment east of Carrington
7. Continue User Outreach effort
8. Further research user nominations, pipe size and hydraulics
9. Implement Program Management Information System
10. Begin construction on Transmission Pipeline Contract 6A
11. Continue construction on Transmission Pipeline Contracts 5C and 5D
12. Complete Final Design on Contract 4 and Contract 7
13. Continue Preliminary Design on the Biota Water Treatment Plant, McClusky Canal Intake and Pumping Station and Hydraulic Break Tanks
14. Begin Phase III of Operational Planning
15. Continue working with water systems to sign a Memorandum of Commitment
16. Continue supporting USACE on Lake Ashtabula and Lake Traverse Water Control Manual Update

E. Natural Resources

1. Assist with maintenance of Audubon & Arrowwood National Wildlife Refuges
2. Assist with maintenance of mitigation features as requested by Reclamation
3. Rip-rap eroded areas on dike at Audubon National Wildlife Refuge

F. Recreation Program

1. Administer Garrison Diversion Matching Recreation Grant Program
2. Continue maintenance of facilities at Chain of Lakes recreation areas

G. Administrative/Legislative

1. Attend and advocate for GDCD, irrigation, and RRVWSP at the 2025 legislative session
2. Review and update Garrison Diversion Bylaws
3. Replace Ford Explorer and Chevy Silverado
4. Research and establish a digital filing system
5. Update Employee handbook
6. Update Garrison Diversion board policies
7. Hire Engineer

H. Public Relations

1. Develop, publish and distribute 2024 Annual Report
2. Develop and distribute RRVWSP Quarterly Newsletter
3. Develop ND Water magazine stories (8 issues)
4. Staff Garrison Diversion and LAWA display booths at appropriate conferences and events
5. Prepare and distribute news releases regarding Garrison Diversion, RRVWSP and LAWA efforts
6. Develop and update public information pieces as needed
7. Maintain social media sites for GDCD and RRVWSP
8. Implement 2025 Communications Work Plan
9. Finalize and install wall displays at headquarters building

I. Engineering & Operations

1. Maintain quality staff and equipment
2. Implement "5-Year Work Plan"
3. Complete 2025 annual work plan on GDU facilities
4. Complete 2025 annual work plan for Devils Lake Outlet maintenance
5. Complete 2025 LAWA water quality monitoring plan
6. Complete 2025 work plan for McClusky Canal Irrigation Projects
7. Assess the future utilization of the New Rockford Canal
8. Complete earthwork portion of Major Slide Project
9. Assist Bureau of Reclamation with NAWS construction in the Snake Creek Pumping Plant

* 2025 additions

REPORT ON OUT-OF-STATE MEETING

Name: Jay Paul Anderson

Place: Montana

Meeting: Upper Missouri River Basin

Date: 10/23/24

Key issues covered:

Montana BOR speakers about projects , and Wyoming North Platte River

Surface water management systems

St Mary Diversion - pipe construction - Stan Schweissing received the Outstanding Service Award.

Industry and Muncipals buying up ag land with water rights (water banking)

Contact or resource people at meeting:

Name	Organization	Address/Phone	Issue
Dr. Andrea Travnicek	DWR		Director
Jack Dywer	ND water		
BOR speakers	Bureau of Rec.		
Troy Larson	Lewis and Clark Reg.	Dakota regional mainstream	20 member board - equal vote

New ideas or solutions that could benefit North Dakota:

Smart water management

Irrigation-permits

Missouri River Recovery Program - Joe Bonneau

continue to work with all 17 western states on water (potical) issues.

Evaluation of meeting (i.e., did you obtain information of value to your interim or standing committees?):

Review-of-dams

Fort Peak, Garrison , Oahe, Gavins Point, Fort Randall, Big Bend - Environment consquences

Additional comments:

Have to watch Lake Mead and Lake Powell , will determine the demands and divert water to

Southwest states.

Signature

REPORT ON OUT-OF-STATE MEETING

Name: Greg Bischoff

Place: Fairmont Hot

Springs, MT

Meeting: Upper Missouri

Date: Oct 15-16, 2024

Key issues covered:

Main things covered were BOR projects and infrastructure issues.

Contact or resource people at meeting:

Name	Organization	Address/Phone	Issue

New ideas or solutions that could benefit North Dakota:

Evaluation of meeting (i.e., did you obtain information of value to your interim or standing committees?):

I thought this was a good conference hearing about some of the aging infrastructure issues and seeing how other states have similar issues.

Additional comments:

Greg Bischoff

Signature

REPORT ON OUT-OF-STATE MEETING

Name: Greg Bischoff

Place: Albuquerque, ND

Meeting: NWRA

Date: Nov 6-8, 2024

Key issues covered:

The main focus of a lot of this was the Rio Grande with a little about the Colorado and Coubia drainages. Not much at all about the Missouri R.

Contact or resource people at meeting:

Name	Organization	Address/Phone	Issue

New ideas or solutions that could benefit North Dakota:

Evaluation of meeting (i.e., did you obtain information of value to your interim or standing committees?): This conference was pretty repetitive from some previous NWRA meetings, just focusing more on the Rio Grande than the Colorado. The political people they had speak about Washington DC and the election I thought were not very good as they were not happy with the results and I don't think that should be part of this association.

Additional comments:

The Board meeting was interesting seeing how the states get along or don't. There's quite a bit of discussion about membership and how that influences the size and make-up of the board.

Oregon was pretty adamant that they can't afford much of a rate increase which I found interesting.

Greg Bischoff

Signature



**Missouri River Recovery Implementation Committee (MRRIC)
Post-Plenary Communications Materials
December 2024**

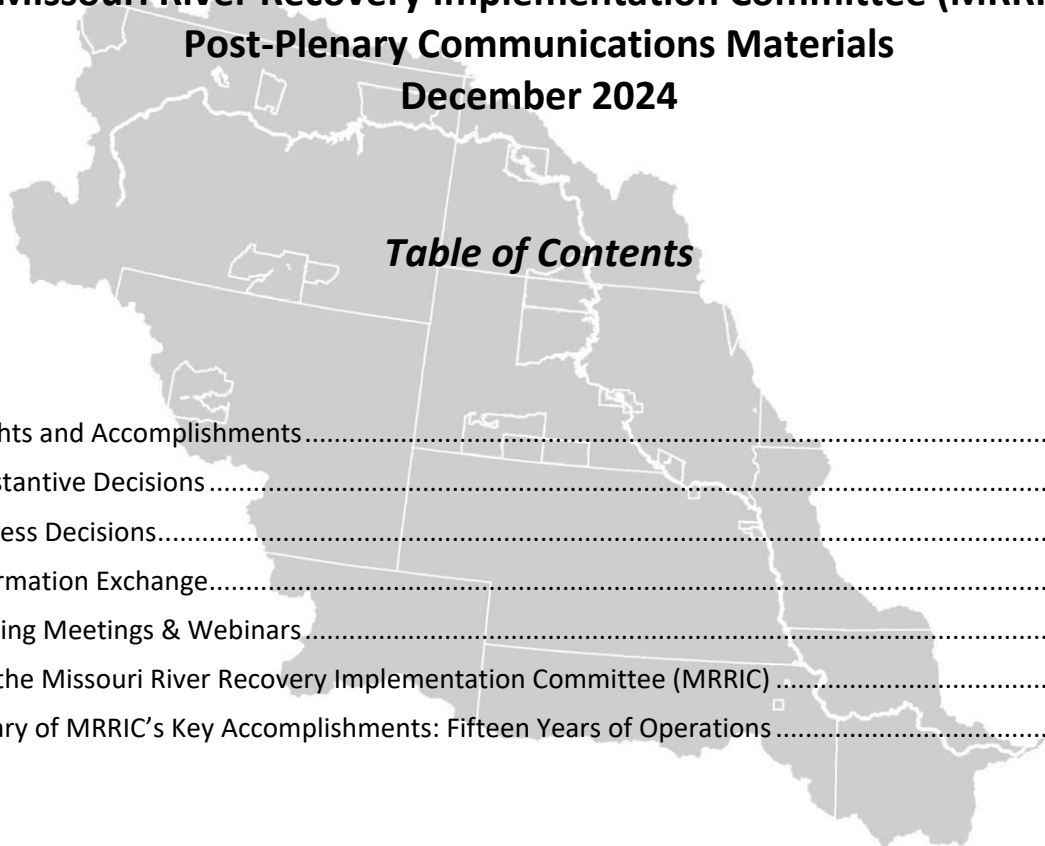


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MRRIC's December 3-5, 2024 Plenary Meeting Highlights and Accomplishments

Bellevue, NE

The Missouri River Recovery Implementation Committee (MRRIC) met on December 3-5 in Bellevue, NE. During the plenary meeting, MRRIC members furthered their collective understanding of important issues and discussed ways to advance their efforts in those areas. The Committee also reached tentative consensus on two piping plover-related substantive recommendations at the meeting, selected Jim Horan to serve a third term as MRRIC Vice-Chair and approved continuing the current protocols for using remote meeting technology at MRRIC plenary meetings. A brief overview of meeting activities is included below.

The Bank Stabilization and Navigation Project (BSNP) Fish and Wildlife (F&W) Mitigation Project continues to be an important topic of focus for MRRIC. U.S. Army Corps of Engineers (USACE) and U.S. Fish and Wildlife Service (USFWS) presented background information about the program, including: the 522,000 acres of habitat along the river lost as a result of the BSNP; the 1986 Water Resources and Development Act (WRDA) legislation requiring the USACE to mitigate for 166,750 acres of the lost habitat; and the 2003 Record of Decision defining the specific types of habitat to be restored. USACE progress towards achieving the mitigation requirement has slowed for more than a decade, in part due to stakeholder concerns about the program. In 2022, MRRIC made a recommendation for where to target future acquisitions and has continued to discuss opportunities to implement the program in ways that could gain broader support from stakeholders.

One ongoing concern has been implementing the restoration of riparian forested habitat in mitigation areas along the Missouri River in ways that achieve desired ecological benefits while avoiding or mitigating potential adverse effects on flow conveyance, levee safety, and sedimentation. An expert panel at the meeting, including Dr. David Swanson, University of South Dakota; Dr. Doug Shields, cbec eco engineering; and Dr. Paul Boyd, USACE, gave presentations on the ecological function of riparian forests, the relationship between woody vegetation and levee safety, and modeling tools that can provide screening level information for BSNP F&W Mitigation Project management decisions. Subsequent discussion with the panelists and between MRRIC members will inform future Committee work, and potential recommendations, on implementation of the BSNP F&W Mitigation Project.

The plenary meeting also included updates from the Fish and Bird Work Groups on results of the Fall Science Meeting webinars. In the Upper Missouri River, pallid sturgeon research included monitoring associated with the Fort Peck test flows and at the Yellowstone intake dam, as well as cross-cutting research such as efforts to develop estimates of pallid sturgeon population abundance, improve data management, and improve catch of age-0 pallid sturgeon. Monitoring information about the impacts of the test flow on human considerations is still being analyzed and will be available at the Spring Adaptive Management Workshop. In the Lower Missouri River, pallid sturgeon research presentations included the results of monitoring and modeling to better understand areas of enhanced capture, efforts to study pallid sturgeon movement on the Lower Missouri River and its tributaries, progress on the Gavins Point

Data Analysis Plan, and other cross-cutting topics like genetics. Piping plover research presented included monitoring results using historic monitoring protocols, as well an update on implementation of the new hybrid monitoring protocols; studies to better understand and characterize piping plover habitat preferences; efforts to understand the impact of vegetation management on plover population metrics; and how the new understanding of piping plover dispersal affects habitat targets and population metrics.

During the meeting, the Committee also reached tentative consensus at the meeting on two recommendations to the USFWS. One recommendation addressed USFWS efforts to conduct a survey to estimate Northern Great Plains (NGP) piping plover abundance and available habitat across its range in coordination with other entities and underscored the importance of conducting such surveys at least every five years, or more often. The second recommendation was for the USFWS to continue conducting status reviews for the NGP piping plover at least once every five years. These recommendations build on regular engagement with the USFWS regarding their efforts to develop a range-wide monitoring program for the NGP piping plover and the importance of such information for the Missouri River Recovery Program (MRRP). At the plenary meeting, the USFWS presented the path forward for NGP piping plover recovery planning, including a five-year status review anticipated in early 2025, continued work to develop and implement the range-wide standardized monitoring program, and a revision of the NGP piping plover recovery plan between 2025-2027.

Another theme at the meeting was Indigenous Traditional Ecological Knowledge (ITEK) and the value of bringing this type of knowledge into the MRRP and MRRIC discussions. The Tribal Interests Work Group highlighted their interest in establishing a forum or group to facilitate the input of ITEK from Tribes around the Missouri River Basin, noting the value this holistic and place-based knowledge gained over time immemorial can add. During discussion, MRRIC members voiced support for exploring ways to elevate ITEK in the Committee's work, highlighted the need for additional awareness building among those less familiar with ITEK, and requested additional thinking from the Tribal Interests Work Group and Lead Agencies regarding priorities and processes for connecting more to ITEK in MRRIC, the Science and Adaptive Management Plan (SAMP), and the MRRP.

The USACE and USFWS re-consultation on Lower Missouri River pallid sturgeon actions is ongoing. The USACE formally submitted a Biological Assessment (BA) in September; next the USFWS will respond with a letter to the USACE, which will either initiate the formal consultation needed to produce the Biological Opinion (BiOp) or request more information. During the discussion, MRRIC members expressed diverse perspectives on the BA. Some indicated the proposed research and monitoring will address critical uncertainties and help to identify specific actions that will benefit the pallid sturgeon, while other MRRIC members expressed concern that the lack of concrete actions will delay recovery of the critically endangered species.

Marc Nelitz, ESSA, presented the status of the Science and Adaptive Management Plan (SAMP) revision process including feedback already received from MRRIC and areas for input. Revisions to the pallid sturgeon section of the SAMP will be informed by the ongoing re-consultation; that section cannot be completed until the re-consultation is finished. The Adaptive Management Governance Planning (AMGP) Work Group has a task to work with the Lead Agencies, Tech Team, relevant work groups as appropriate, and MRRIC to understand proposed modifications to SAMP and provide recommendations on governance of the AM Program with particular attention to MRRIC involvement.

The Committee also provided feedback on the National Center for Environmental Conflict Resolution's services during an executive session.

Substantive Decisions

- Reached tentative consensus on a recommendation to the U.S. Fish and Wildlife Service (USFWS) conduct a survey to estimate Northern Great Plains (NGP) piping plover abundance and available habitat across its range in coordination with other entities at least every five years, or more often.
- Reached tentative consensus on a recommendation for the USFWS to continue conducting status reviews for the NGP piping plover at least once every five years.

Process Decisions

- Approved the September 2024 plenary meeting summary
- Approved the MRRIC Fiscal Year (FY) 2024 Annual Report content
- Selected Jim Horan to serve a third term as MRRIC Vice-Chair
- Approved continuing current protocols for using remote meeting technology at plenary meetings
- Approved changes to Work Group membership and charges

Information Exchange

MRRIC learned about and discussed:

- The history and purpose of the BSNP F&W Mitigation Project.
- Ecological benefits and hydrologic and hydraulic factors in site planning decisions regarding restoration of forest habitat on BSNP F&W mitigation sites, considering potential flow conveyance, levee safety, and sedimentation, as well as possible use of existing modeling tools for screening reaches for suitability for forest habitat land cover.
- The impacts of zebra mussels in the upper basin, strategies to manage them, and the outlook for the future.
- The activities of the Tribal Interests Work Group, including the start of a discussion about how to meaningfully and tangibly bring indigenous knowledges into MRRIC discussions and the MRRP.
- An update on the status of the piping plover, which included an overview of population monitoring efforts and the plans for developing an updated recovery plan.
- An update on the status of the pallid sturgeon in the upper and lower basins and an overview of key unknowns guiding monitoring efforts and the efforts to convene a conservation team.
- Highlights of pallid sturgeon research, originally presented during the Fall Science Meeting webinars, being conducted across the basin, and how the data from these studies is being used to inform decisions about future management actions.
- Highlights of piping plover research, originally presented during the Fall Science Meeting webinars, including new methods being employed in piping plover monitoring and new findings that are changing assumptions about bird movement.
- Brigadier General Hannan's future-facing outlook as it pertains to MRRIC and the management of the basin and beyond.
- USACE and USFWS progress on their ongoing re-consultation regarding the Biological Assessment and implications for the timeline of USFWS's Biological Opinion.
- Progress on the Science and Adaptive Management Plan (SAMP) revision process and how the AMGP Work Group anticipates MRRIC will engage on the efforts in 2025.
- A deeper look into the interests of a Conservation District in North Central Missouri from Committee Member Ryan Britt, including how his organization fosters conservation of the land.
- Perspectives from Faith Spotted Eagle, Chair of the Yankton Sioux Tribe Treaty Committee, regarding the extensive place-based, ecological knowledge Native Americans have relevant to USACE and USFWS research and actions along the Missouri River, as well as examples of co-management agreements that can enable information exchange.

Upcoming Meetings & Webinars

Future Meetings

MRRIC Plenary Webinar – January 7, 2025

- Opportunity to seek final consensus on 2 recommendations to the USFWS that were tentatively approved at the December plenary meeting

MRRIC Plenary Meeting – TBD 2025

Potential Agenda Items:

- SAMP revisions process, including possible update from AMGP Work Group on issues they have discussed
- Progress in of Tribal Interest Work Group discussions about priorities and processes for connecting more to ITEK in MRRIC, the Science and Adaptive Management Plan (SAMP), and the MRRP, including possible speakers to learn more about indigenous knowledges in the Missouri River Basin
- Possible updates to the Biological Assessment for the Lower Missouri River pallid sturgeon and progress toward BIOP, including additional discussion of considerations MRRIC members suggest
- Adaptive Management Workshop outcomes from discussion of strategic issues and the Final Adaptive Management Compliance Report (AMCR), including human considerations monitoring results from the Ft. Peck Test Flow and plans for future test flows
- BSNP Mitigation Project land acquisition progress and possible recommendations on management practices regarding forest habitat relative to levee safety and flow conveyance
- Updates from Human Considerations Work Group on other BSNP F&W mitigation topics discussed as well as discussions of lessons learned from Fort Peck and IRC stakeholder engagement efforts
- Update on Piping Plover recovery planning efforts

About the Missouri River Recovery Implementation Committee (MRRIC)

What/Who is MRRIC?

The Missouri River Recovery Implementation Committee (MRRIC) is a 70-member committee made up of federal, state, tribal, and stakeholder representatives from throughout the basin. MRRIC serves as a collaborative forum developing a shared vision and comprehensive plan for the restoration of the Missouri River ecosystem. The Committee provides guidance and recommendations to federal, tribal, state, local and private entities in the basin on the current Missouri River Recovery Program (MRRP) for the river's threatened and endangered species while sustaining the river's many uses. MRRIC was established by Section 5018 of the Water Resources Development Act of 2007 under the authority of the Secretary of the Army.

MRRIC stakeholders represent a wide range of interests, ensuring that the public's values are considered and incorporated into the restoration plans. Federal agencies do not participate in decisions regarding recommendations from MRRIC, but the federal agencies support and inform the MRRIC. A Federal Working Group of agency representatives has been appointed by the federal executives of the Missouri River Basin Interagency Roundtable. These agencies advise the MRRIC as the committee considers recommendations.

What is the Missouri River Recovery Program (MRRP)?

The MRRP is an effort to replace lost habitat and avoid a finding of jeopardy to threatened and endangered species (pallid sturgeon, least tern, and piping plover) resulting from USACE projects on the Missouri River. These actions are being taken pursuant to the 2000 Biological Opinion, amended in 2003 (BiOp) and various Water Resource Development Acts (WRDA) currently focused on activities which contribute to jeopardy avoidance.

For additional information regarding the MRRP, please visit:

<http://moriverrecovery.usace.army.mil/mrrp/f?p=136:1:0::NO>. Fact sheets on the following items can be found by visiting <http://moriverrecovery.usace.army.mil/mrrp/f?p=136:70#FactSheets>:

- Missouri River Recovery Management Plan and Environmental Impact Statement
- Relationship between the Missouri River Recovery Management Plan and Environmental Impact Statement Alternatives and the Adaptive Management Plan
- Incorporating Human Considerations into MRRP Planning and Decision Making
- Emergent Sandbar Habitat Creation
- Interception-Rearing Complexes on the Lower Missouri River
- Lower Missouri Spring Pallid Sturgeon Flow Release

MRRIC Charter

On July 1, 2008, then Assistant Secretary of the Army for Civil Works, the Honorable John Paul Woodley, Jr., approved the Charter for the MRRIC. Approval of the MRRIC Charter was the culmination of over a year of intense work by the MRRIC Planning Group. The Planning Group was comprised of representatives of Missouri River basin Tribes, states, and a wide range of stakeholder interests that were asked by the Corps and other federal agencies to develop a Recommended Charter for the MRRIC. MRRIC meets approximately four times per year.

Membership of the MRRIC is comprised of representatives of federal agencies, Tribes, states, and stakeholders from throughout the Missouri River basin. Each federal agency head, tribal chairman and state governor may appoint one representative to the MRRIC. Stakeholder representatives apply for membership by identifying their interest in one of the 16 interest categories. See the next page for the list of the seats available on the MRRIC. More information, including a roster of current members, may be found at www.mrric.org.

Additional Information

For additional information about MRRIC please visit www.mrric.org. For questions about MRRIC or for a stakeholder group, please contact Ms. Gail Bingham, Committee Chair (mrric@usace.army.mil).

MRRIC Members

Stakeholder Interests: The Committee has 29 stakeholder seats for members representing 16 non-governmental categories.

- 
- Agriculture
 - Conservation Districts
 - Environmental/Conservation Organizations
 - Fish and Wildlife
 - Flood Control
 - Hydropower
 - Irrigation
 - Local Government
 - Major Tributaries
 - Navigation
 - Recreation
 - Thermal Power
 - Water Quality
 - Water Supply
 - Waterway Industries
 - Other "At Large" Interests

States: Eight states in the basin are eligible to appoint representatives to the MRRIC.

- Iowa
- Kansas
- Missouri
- Montana
- Nebraska
- North Dakota
- South Dakota
- Wyoming

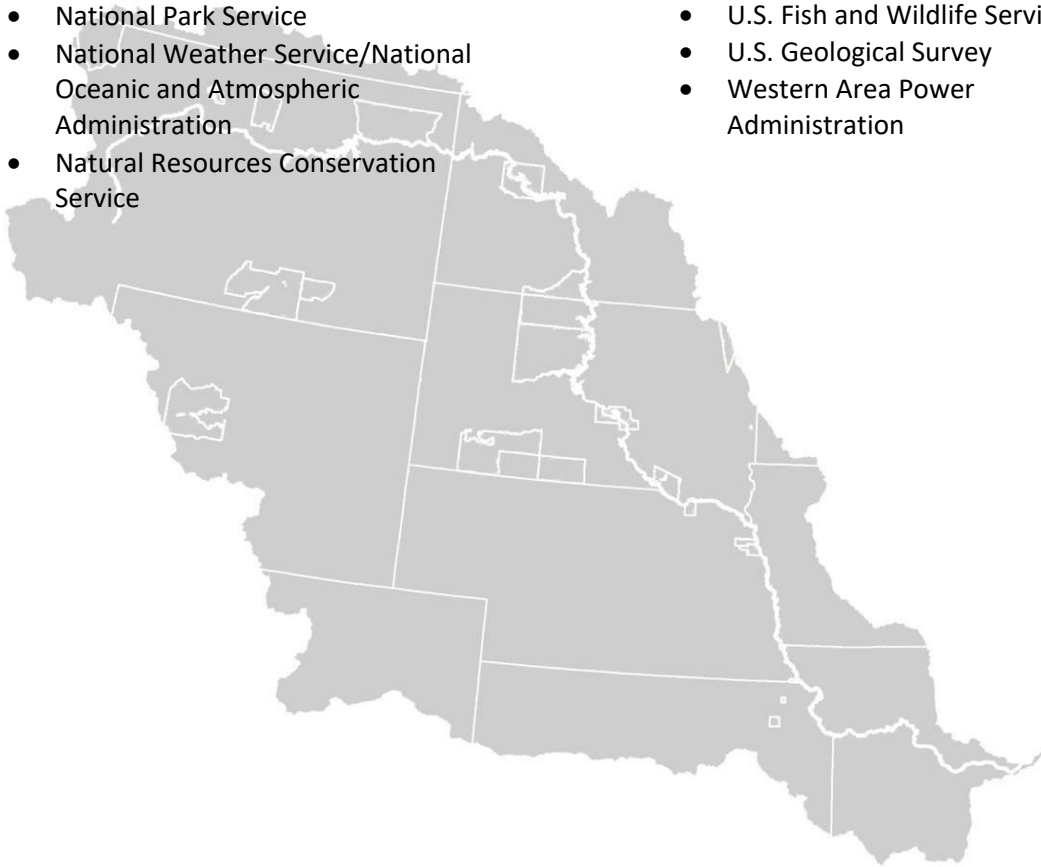
Tribes: Twenty-nine American Indian Tribes with historical ties to the basin have a seat reserved for them in the MRRIC.

- Blackfeet Tribe
- Cheyenne River Sioux Tribe
- Chippewa Cree Tribe of Rocky Boy's Reservation
- Crow Creek Sioux Tribe
- Crow Nation
- Eastern Shoshone Tribe of the Wind River Reservation
- Flandreau Santee Sioux Tribe
- Fort Belknap Indian Community
- Fort Peck Assiniboine and Sioux Tribes
- Iowa Tribe of Kansas and Nebraska
- Kickapoo Tribe in Kansas
- Lower Brule Sioux Tribe
- Northern Arapaho Tribe
- Northern Cheyenne Tribe
- Oglala Sioux Tribe of the Pine Ridge Reservation
- Omaha Tribe of Nebraska
- Osage Nation
- Ponca Tribe of Nebraska
- Prairie Band of Potawatomi of Kansas
- Rosebud Sioux Tribe
- Sac and Fox Nation of Missouri in Kansas and Nebraska
- Santee Sioux Nation

- Sisseton Wahpeton Oyate
- Spirit Lake Sioux Nation
- Standing Rock Sioux Tribe
- Three Affiliated Tribes of Mandan, Hidatsa and Arikara Nation
- Turtle Mountain Band of Chippewa Indians
- Winnebago Tribe of Nebraska
- Yankton Sioux Tribe

Federal Agencies: Fifteen federal agencies have appointed representatives to the MRRIC.

- Bureau of Indian Affairs
- Bureau of Land Management
- Bureau of Reclamation
- Federal Highway Administration
- Maritime Administration
- National Park Service
- National Weather Service/National Oceanic and Atmospheric Administration
- Natural Resources Conservation Service
- U.S. Army Corps of Engineers
- U.S. Coast Guard
- U.S. Department of Agriculture
- U.S. Environmental Protection Agency
- U.S. Fish and Wildlife Service
- U.S. Geological Survey
- Western Area Power Administration



Summary of MRRIC's Key Accomplishments: Fifteen Years of Operations

As of December 2023

The Missouri River Recovery Implementation Committee (MRRIC or Committee) was established by Congress under Section 5018 of the Water Resources Development Act of 2007 to, among other things, “provide guidance with respect to the existing Missouri River mitigation and recovery plan.” Currently, the goal of the Missouri River Recovery Program (MRRP or Recovery Program) is *“to replace lost habitat and avoid a finding of jeopardy to threatened and endangered species (pallid sturgeon, least tern and piping plover) resulting from U.S. Army Corps of Engineers (Corps) projects on the Missouri River.”*

Since its initial meeting in September 2008, MRRIC has sought to understand the complex scientific uncertainties associated with species recovery, consider plans that encompass the large geographic scale of the Missouri River Basin and make recommendations on management actions to benefit the listed species that people with widely different perspectives can live with.

While the challenges are great, the US Army Corps of Engineers (USACE), US Fish and Wildlife Service (USFWS) and MRRIC are working together to implement a plan that combines: scientific research, actions based on what has been learned to date, and monitoring the results of those actions so adjustments can be made over time to increase the likelihood of success.

Over the past 15 years, members have highlighted many accomplishments, among them:

- MRRIC has been an important venue for advocating for a strong scientific foundation for species recovery actions on the Missouri River. One of MRRIC's first recommendations was the need to establish an Independent Science Advisory Panel (ISAP), which has played a critical role as a trusted resource in the Missouri River Recovery Program (MRRP). With MRRIC's support, the USACE and USFWS also formed the Independent Social Economic Technical Review Panel (ISETR), to ensure the evaluations of management alternatives on human considerations were sound technically
- The development of the MRRP Science and Adaptive Management Plan (SAMP) was a major focus for the Committee for many years, which provided the basis for those affected by the emerging management plan to understand the rationale for different management actions and to provide input to MRRP on ways different options under consideration might affect those in the Basin.
- Over the years, MRRIC also has been a forum for members representing diverse interests in the Basin to talk with one another, as well as to enhance mutual understanding and to build trust. One member emphasized that the “importance of getting everyone to the table” for dialogue should not be underestimated. This has provided the foundation for finding areas of common ground. MRRIC provided input in early years on the Lower Yellowstone River Fish Bypass Channel, which opened in 2023 and saw passage of over 20 pallid sturgeon. In recent years, this has led to formal consensus on ways to move forward to implement portions of the MRRP that have been controversial for a long time, including recommendations in 2022 for Interception Rearing Complex (IRC) locations that will be constructed in 2024 and recommendations in 2023

concerning the Bank Stabilization and Navigation Program (BSNP) Fish and Wildlife (F&W) Mitigation Project.



- MRRIC’s support for sound science has continued over the years, and the MRRP’s investments in monitoring, modeling, and basic research has advanced understanding about the listed species and contributes to decisions about effective management actions through the adaptive management process. This is evident in the intensive monitoring and modeling of “areas of enhanced capture” for pallid sturgeon which will inform upcoming decisions about possible alternatives to the IRC management action, as well as in the improvements to sampling in the river and the genetics work that follows which has contributed to finding larval pallid sturgeon downstream from Gavins Point Dam. Research by U.S. Geological Survey (USGS) scientists has also contributed to a new understanding of movement by piping plovers between nesting habitats on and off the river, which now is being incorporated into the modeling that informs management decisions for the birds.
- MRRIC members representing Tribal nations have expressed their concerns over the years about impacts on cultural resources in the context of their treaties, water rights, effects of the dams, and the responsibility of federal agencies to comply with Section 106 of the National Historic Preservation Act. While progress on these concerns has been limited so far, efforts by Tribal members may prove fruitful in helping MRRIC re-engage in the dialogue in a fresh way, in part with a deeper and more holistic understanding of what indigenous people mean by cultural resources as a living resource, as well as with a focus on incorporating Indigenous Traditional Ecological Knowledges (ITEK) in the MRRP.
- MRRIC has withstood many challenges over the years: major floods threatening lives and livelihoods; intense workloads; disagreements over procedures; a global pandemic; and limited MRRP budgets, reducing the Committee’s ability to meet. Smaller budgets also have had an impact on the MRRP.
- While many of these challenges remain, MRRIC members point to the value of bringing together diverse interests to build a shared understanding of what is important to the people in the Basin. The opportunity to learn more about each other’s perspectives, interests, and concerns has helped to improve collaboration both within and outside MRRIC.

MRRIC and the Missouri River Recovery Management Plan

MRRIC recommendations informed the development of the Missouri River Recovery Management Plan (MRRMP) released in August 2018. USACE and USFWS also worked with MRRIC to shape a governance strategy that specifies a formal role for MRRIC to participate with the federal agencies in the adaptive management process.

One of the ISAP’s first recommendations, which MRRIC subsequently endorsed and USACE and USFWS implemented, was an Effects Analysis that compiled information on the listed species and their habitats

learned since the Biological Opinion of 2003. This Effects Analysis aided in the agencies' creation of conceptual ecological models for estimating species responses to management actions and formed the basis of a systematic Science and Adaptive Management Plan (SAMP) that guides the design and implementation of the MRRMP today.

A set of Human Considerations Objectives and Metrics was developed in 2014, building on a 2010 report on social, economic, Tribal and cultural values, that defined a set of uses of the river that must be considered when evaluating potential impacts of management actions. These were incorporated by the lead agencies into the analyses conducted for the MRRMP Final Environmental Impact Statement, which was released August 31, 2018.

Since the completion of the SAMP, MRRIC has offered consensus support for a variety of actions being implemented by USACE and USFWS, among them:

- ISAP review of the fish and bird monitoring programs;
- Completing efforts to reconcile differences between the piping plover recovery plan model and targets and those used in the MRRP;
- Assessing the potential of plover nesting habitat projects on reservoirs and doing a similar assessment of habitats other than river islands;
- Reconciling differences between competing model predictions for pallid sturgeon larval drift and drift times before a decision is made to implement Ft. Peck test flows;
- Reviewing evidence concerning use of the Middle Mississippi River by pallid sturgeon from the Missouri River and collaborate with others to evaluate the contributions to pallid sturgeon objectives from the Middle Mississippi as well as tributaries to the Missouri and Yellowstone Rivers;
- Fully funding pallid sturgeon telemetry studies in both the upper and lower Missouri River;
- Relating forage-habitat relationships developed broadly over Lower Missouri River hydrology and habitat conditions to specific habitat variables in IRCs;
- Including more robust approaches for predicting and assessing retention of pallid larvae, food production, and foraging within IRCs (and that approaches be demonstrated applicable over a wide range of river discharges) as the Draft SAMP is revised; and
- Continuing the USACE's outreach efforts regarding IRCs and Emergent Sandbar Habitat (ESH) and encourages the USACE to continue outreach on these issues and on other key issues (e.g., Ft. Peck hydrographs) going forward.

MRRIC also recommended that the agencies, among other things:

- Fund Tribal and/or archaeological monitoring, as appropriate, during and/or after management actions that have the potential to adversely affect cultural resources, in consultation with appropriate Tribes and State Historic Preservation Offices;
- Describe a process to assess the implications for population objectives and ESH targets if it is shown that Piping Plovers comprise a single metapopulation; and develop and use the piping plover population and habitat models as a tool to understand the possible implications of the immigration and emigration data in the metapopulation study findings;

- Explain the relationships of the species objectives related to the Northern and Southern Rivers (BiOp) to the Northern and Southern Region objectives for the draft Piping Plover Recovery Plan and the data and calculations to determine compliance with the piping plover species objectives, including the role of the reservoirs in these objectives;
- Clarify the relationships among pallid sturgeon condition, fecundity and recruitment in the pallid sturgeon population model. If fish condition decreases from some norm, also clarify what is the predicted effect on fecundity and recruitment relative to achieving pallid sturgeon sub-objective #1: Increase pallid sturgeon recruitment to age 1; and
- Develop and implement a monitoring plan to gather information about the concurrent river stage and flow that can be referenced to potential HC impacts from natural high flow events being monitored for pallid sturgeon spawning response.



MRRIC has also taken action on other river issues that were not necessarily part of the EIS process to develop the MRRMP, including:

- A recommendation that the USFWS expedite release of the Shovelnose Sturgeon Similarity of Appearance Notice of Proposed Rulemaking for public comment. Subsequently, USFWS proposed to treat the shovelnose sturgeon as threatened under the “Similarity of Appearance” provisions of the Endangered Species Act of 1973, as amended.
- Development of a “Good Neighbor” policy that addressed local communities’ concerns about activities on Corps’ purchased lands and actively pursued options for using property easements. In response, USACE agreed to develop a protocol for holding regular and recurring sharing and listening meetings to improve communication and collaboration which will incorporate specific information about the types of habitat and site characteristics being sought for acquisition as well as what will be developed. National policy so far has precluded the use of easements.
- Annual recommendations on the MRRP work plan that included spending priorities.
- Emphasizing the importance of habitats outside the main river channel for nesting birds.

The full set of MRRIC recommendations can be found [here](#).

The dedication of members to using MRRIC as a forum for voicing concerns regarding Missouri River management has persisted through the challenges of significant budget reductions and the worst floods in the history of the river. The Committee and the lead agencies have succeeded in having many of the concerns of states, tribes and stakeholders addressed in the MRRMP and will continue to work together to understand and resolve ongoing questions and concerns in the implementation of the Plan.



GARRISON DIVERSION
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January 10, 2025

The Honorable John Hoeven
 U.S Senator
 338 Russell Senate Office Building
 Washington, DC 50510

The Honorable Kevin Cramer
 U.S. Senator
 313 Hart Office Building
 Washington, DC 20510

Dear Senators Hoeven and Cramer:

Garrison Diversion would like to convey its utmost support for the continuation of Lance Yohe's position on the International Joint Commission (IJC). His past experience and loyal service to water resources prove he is a valuable asset to keep in this important role.

Garrison Diversion has worked with Mr. Yohe on the Red River Joint Commission during his leadership as Executive Director. His technical ability, attention-to-detail, and forward-thinking mindset have been instrumental in helping to advocate for water resource management.

Lance has continued to impress me with his ability to deliver solutions on critical water issues and his friendly working relationship with other stakeholders, especially in navigating international water policy issues.

I hope you will consider reappointing Mr. Yohe to the IJC and would further recommend him to chair the committee. He brings a valuable amount of expertise and will continue to influence the development and accomplishments of sustainable and equitable water management.

If you have any additional questions about his qualifications, please feel free to contact me at 701-652-3194.

Sincerely,

Duane DeKrey
 Garrison Diversion Conservancy District
 General Manager

Hoeven: State Director: jessica_lee@hoven.senate.gov
 DC: josh_carter@hoeven.senate.gov

Cramer: State Director: lisa_gibbens@cramer.senate.gov
 DC Office: mark_guman@cramer.senate.gov
brady_kenyon@cramer.senate.gov

**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



**42nd Annual Red River Basin
Land & Water International Summit Conference
Agenda**

Tuesday, January 14, 2025

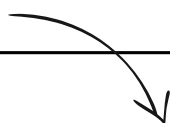
Time	Session	Details	Speaker(s)	Location
1:00 - 1:30pm	Welcome & Introductions	Introduction & National Anthems	<ul style="list-style-type: none"> Brian Holmer, RRBC Chair Ted Preister, RRBC Executive Director 	Main Ballroom
		Indigenous Welcome	Dr. Daniel Henry Turtle Mountain Band of Chippewa Indians, University of North Dakota	
1:30 - 2:30 pm	Keynote	Introduction	April Walker Red River Valley Alliance	Main Ballroom
		Integrating Ecology, Infrastructure and People: A Productive Human Ecological Approach for the Red River Basin	Scott Bishop Bishop Land Design	
2:30 - 3:00 pm	Break & Exhibits			Exhibit Hall
3:00 - 4:30 pm	Moderated by: Larry Johannson	U.S. Army Corps of Engineers Climate Preparedness & Resilience	Dr. Leigh Youngblood USACE	Main Ballroom
		Is Environmental Resiliency <i>Still</i> Possible in the Face of an <i>Even More</i> Extreme Climate Variability?	Gregory Gust North Dakota Dept. of Emergency Services	Main Ballroom
		Indigenous Science	Dr. Susan Chiblow International Joint Commission	Main Ballroom
5:00 - 7:00 pm	Moore Engineering, Inc. - Workshop Wrap Up Social, Hors D'oeuvres, and Exhibits Please join us for a networking social that includes a wonderful spread of hors d'oeuvres and an opportunity to meet representatives from around the Red River Basin			Exhibit Hall



42nd Annual Red River Basin Land & Water International Summit Conference Agenda

Wednesday, January 15, 2025

Time	Session	Details	Speaker(s)	Location
7:00 - 8:30 am	Breakfast			
8:30 - 9:00 am	Moderated by: Jeff Browaty	2024 Year in Review and 2025 Outlook	Amanda Lee National Weather Service	Main Ballroom
9:00 - 10:00 am		Minnesota Agricultural Perspective	Thom Petersen MN Agriculture Commissioner	Main Ballroom
		Update from the North Dakota Department of Water Resources	ND Dept. of Water Resources	
10:00 - 10:30 am	Break & Exhibits			Exhibit Hall
10:30 - 12:00 pm	Moderated by: Morrie Lanning	An Update on Minnesota's Multi-Faceted Conservation Approach	John Jaschke MN Board of Water and Soil Resources	Main Ballroom
		Development of a Stream Stabilization Project for the Benefit of Lake Traverse (TCD 52)	James Guler Moore Engineering, Inc.	
		Incorporating Resiliency into Watershed Projects	Zach Herrmann Houston Engineering, Inc.	
		Provincial Parks and Recreation along the Red River in Canada	Nicole Armstrong Manitoba Environment and Climate Change	
12:00 - 12:45 pm	Lunch: Buffet Style			Main Ballroom
1:00 - 3:00 pm	Break Out Sessions			





42nd Annual Red River Basin
Land & Water International Summit Conference
Agenda

Wednesday, January 15, 2025

Break Out Sessions 1:00-3:00 pm

Main Ballroom Moderated by: Gavin van der Linde		Room 1 Moderated by: Debbie Fiebelkorn		Room 2 Moderated by: Molly Costin	
Elm River Dam Safety Retrofits	Lyndon Pease Moore Engineering, Inc.	Stony Creek Restoration Project	Bennett Uhler Houston Engineering, Inc.	Zebra Mussel Mitigation Strategies	Jordan Grasser AE2S
Restoration Projects on the Roseau River	<ul style="list-style-type: none"> • Tracy Halstengard, Roseau River Watershed District • Erik Jones, Houston Engineering, Inc. • Nate Dalager, HDR 	The Flood Damage Reduction Workgroup - Collaborating to Manage Flood Risk and Improve Natural Resources in the Red River Basin	<ul style="list-style-type: none"> • Theresa Ebbenga, MN Dept. of Natural Resources • Linda Vavra, Bois de Sioux Watershed District 	Climate Resiliency Plans at Small, Medium and Large Scales	Matt Metzger Barr Engineering
Engineering with Nature and Community: Natural Infrastructure Systems Design	Hank Venema Strategic Systems Engineering	Maximizing co-benefits of conservation: A wetland ecosystem services tool (WEST) for Prairie Canada	Paige Kowal Ducks Unlimited Canada	PrairieDNA: The Prairies North Environmental DNA Monitoring Network	Eric Collins University of Manitoba





42nd Annual Red River Basin Land & Water International Summit Conference Agenda

Wednesday, January 15, 2025

Time	Session	Details	Speaker(s)	Location
3:00 - 3:30 pm	Break & Exhibits			Exhibit Hall
3:30 - 5:00 pm	Moderated by: Jenny Mongeau	Wetland Banking 101 – Introduction to a Tool for Watershed Improvement	Jeff Madejczyk Moore Engineering, Inc.	Main Ballroom
		White Earth Wild Rice	Cliff Crowell	
		Restoring Fish Passage in the Red River Basin	Ted Rud Houston Engineering, Inc.	
		West Central Regional Water District Project Update	Stephen Slick AE2S	
6:00 pm	Social	<ul style="list-style-type: none"> • Cash Bar 		Main Ballroom
6:30 pm	Awards Banquet Hosted by: Dave Piepkorn	<ul style="list-style-type: none"> • Colin McLeod, Consul and Head of Foreign Policy and Diplomacy Service, Minneapolis, USA • Rebecca Molinoff, U.S. Consulate, Winnipeg, Canada • Leadership Award Presentation • Silent Auction Prize Draw 		



42nd Annual Red River Basin Land & Water International Summit Conference Agenda

Thursday, January 16, 2025

Time	Session	Details	Speaker(s)	Location
7:00 - 8:30 am	Breakfast			Main Ballroom
8:30 - 9:00 am	Annual Meeting	<ul style="list-style-type: none"> • Board Chairman Report • Executive Director Report • Financial Report 	<ul style="list-style-type: none"> • Brian Holmer • Ted Preister • Marvin Plett 	Main Ballroom
9:00 - 9:40 am	Moderated by: Ted Preister	Soil Health	Kim Melton Red River Basin Commission	Main Ballroom
		Northern Red River Valley Flood	Brandon Barnes Barr Engineering	
9:40 - 10:10 am	Break & Exhibits			Exhibit Hall
10:10 - 11:20 am	Moderated by: Marvin Plett	Manitoba Public Water System Resiliency Assessment	Mark Lee Manitoba Environment and Climate Change	Main Ballroom
		Flood Mitigation and Water Quality Efforts in the Red River Basin of Minnesota	Rob Sip Red River Water Management Board	
		Environmental Infrastructure	Lynda Nicol Manitoba Association of Watersheds	
		Fargo-Moorhead Metro Diversion	Kris Bakkegard FM Diversion	
11:20 - 12:15 pm	International Red River Watershed Board & International Joint Commission			Main Ballroom
12:15 pm	Lunch <ul style="list-style-type: none"> • Conference Wrap Up • Grand Prize Drawing 			Main Ballroom

⁴⁵⁸
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 ⁴⁵⁸ 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