

**GARRISON DIVERSION CONSERVANCY DISTRICT
BOARD OF DIRECTORS**

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

October 19 & 20, 2023

A meeting of the Garrison Diversion Conservancy District Board of Directors was held on October 19 and 20, 2023, 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 19.

MEMBERS PRESENT

Chairman Alan Walter
Vice Chairman Jay Anderson
Second Vice Chairman Greg Bischoff
Director Dave Anderson
Director Nikki Boote (arrived at 3:45 p.m.)
Director Richard Cayko
Director Mark Cook (by video conference day one)
Director Cliff Hanretty
Director David Johnson
Director Geneva Kaiser
Director Larry Kassian (day one)
Director Bruce Klein
Director Kelly Klosterman
Director Margo Knorr (by video conference day one)
Director Ward Koeser
Director Brandon Krueger (day one)
Director Jeff LeDoux
Director Steve Metzger
Director Bill Ongstad
Director Brian Orn
Director Jim Pellman
Director Kenny Rogers
Director Jason Siegert
Director Mike Tweed
Director Ken Vein
Director Donald Zimbleman (day one)
Secretary Duane DeKrey

MEMBERS ABSENT

Director Kyle Blanchfield
Director Mark Cook (day two)
Director Steve Forde
Director Larry Kassian (day two)

Director Margo Knorr (day two)
Director Brandon Krueger (day two)
Director Donald Zimbleman (day two)

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 Director Cayko to dispense with a reading of the April 11 and 12, 2023, Board of Directors meeting minutes and approve them as distributed. Second by Director Klosterman. Upon voice vote, motion carried.

Motion by Director Koeser to dispense with a reading of the September 14, 2023, Special Board of Directors meeting minutes and approve them as distributed. Second by Director Tweed. Upon voice vote, motion carried.

OFFICER AND COMMITTEE REPORTS

Chairman - - Chairman Walter provided a summary of the June 16, 2023, Executive Committee meeting.

Executive Committee

Financial Statements - - Merri Mooridian, Administrative Officer, Garrison Diversion, reviewed the financial statements for the period of January 1, 2023, through September 30, 2023. Copies of the financial statements are attached to these minutes as Annex II.

Revenues through September 30 are broken out as follows: General Fund \$4,863,167; MR&I Fund \$14,341,930; O&M Fund \$3,854,481; RRVWSP Fund \$21,763,781 and Irrigation Fund \$247,859.

Expenditures were: General Fund \$2,935,079; MR&I Fund \$14,330,534; O&M Fund \$3,182,544; RRVWSP Fund \$18,550,102 and Irrigation Fund \$280,928.

The income budget for 2023 was \$55,527,050. Income received through September 30 is \$45,071,218 or 81.2% of budget.

The total expense budget, including transfers out, is \$56,012,475. Actual expenditures and transfers out total \$39,592,984 or 70.7% of budget.

Garrison Diversion's reserve accounts total \$7,629,803.

Deposits at Bank of North Dakota are \$5,393,574; First International Bank & Trust \$13,209,510; and Bremer Bank \$9,648,490.

Motion by Director Siegert to accept the financial statements for the period of January 1, 2023, through September 30, 2023. Second by Director Klein. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Cayko, Cook, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, Knorr, Koeser, Krueger, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Blanchfield, Boote, and Forde. Motion carried.

Bank Signatory Card Change - - Ms. Mooridian said after removing Cindy Hewitt on the bank signature card at First International Bank, it was realized Renae Duchscherer had not been officially removed when she left employment with Garrison Diversion. First International Bank is requiring authorization from the board to remove her name from the bank signature card. A motion to do so is recommended.

Motion by Director Cayko to authorize the removal of Renae Duchscherer from the First International Bank signature card. Second by Director LeDoux. Upon voice vote, motion carried.

Budget Timeline - - Ms. Mooridian stated the Budget Timeline for the 2024 budget preparation process is included in the meeting packet for the board's reference.

Vice Chairman - - Jay Anderson, Vice Chairman, commented on the various meetings and conferences he has attended on behalf of Garrison Diversion.

Second Vice Chairman - - Greg Bischoff, Second Vice Chairman, also reported on several meetings he has attended.

Engineering & Operations Committee - - Mike Tweed, Chairman, Engineering & Operations Committee, informed the board the committee met with representatives from Moore Engineering and Sheridan County Water Resource District (SCWRD) on August 22 to hear a presentation regarding a proposed project to help the City of McClusky with flooding issues caused by old basin sloughs which have filled up over time. The city is concerned this will lead to infrastructure problems around McClusky. Various alternatives were discussed with gravity flow being the city and SCWRD's preferred choice. This would require congressional approval, which Garrison Diversion and the Bureau of Reclamation (Reclamation) do not believe would get approved.

The committee suggested Moore Engineering prepare a benefit cost analysis looking at the Sheyenne River alternative.

Moore Engineering was to report back to the SCWRD and the City of McClusky based on the discussions with the Engineering & Operations Committee then proceed with whatever is in the best interest of the city with the funding resources they have available.

Agriculture & Natural Resources Committee - - Mark Cook, Chairman, Agriculture & Natural Resources Committee, reported the committee met on June 7 at which time the committee reviewed the bid tab summary and funding options for the new building at the Oakes Irrigation Research Site. As a result, the committee recommended the construction contract be awarded to Gast Construction in the amount of \$629,800 to the Executive Committee. Photos of the construction site were shared with the board.

Recreation Committee - - Director Bruce Klein, Chairman, Recreation Committee, informed the board the committee met September 20 to review grant applications. He referred to the approved projects table, listing the 21 projects awarded grant funds totaling \$692,521. A copy of the table is attached to these minutes as Annex III.

MR&I Committee

Water Supply Assistance Grant Program

Director Kaiser provided the MR&I Committee report from the August 24 meeting. At that time, the committee approved funding for 17 projects totaling \$113,438 from the Water Supply Assistance Grant Program.

Director Kaiser reported a couple of emergency grant applications were recently received so the MR&I Committee met this morning to review those, along with five additional applications. At that time, \$49,575 in grant funding was approved for seven rural water projects.

MR&I Construction Report

Duane DeKrey, Secretary, referred to the MR&I construction report dated September 30. Total 2023 MR&I expenditures are \$14,240,913. Remaining approved federal MR&I funds are \$17,506,996.

Mr. DeKrey also reviewed the MR&I Bipartisan Infrastructure Law (BIL) report showing a balance of \$33,545,000, which will go toward the Northwest Area Water Supply (NAWS) Project. This funding cannot be expended until a waiver is obtained regarding the Build America, Buy America (BABA) Act.

Copies of both reports are attached to these minutes as Annex IV.

Rural Water Waiver Request

Mr. DeKrey referred to a copy of the letter sent from the Department of Water Resources (DWR) to the Reclamation requesting an urgent waiver for the NAWS Project Phase I Biota Water Treatment Plant (BWTP) from the BABA. The DWR believes this is warranted because the contract was executed and construction began on the BWTP before BABA was enacted.

Mr. DeKrey provided an update on the waiver request Reclamation has been trying to obtain for NAWS, as well as the exemption for rural water projects nationwide. Unfortunately, none of this has happened, and Garrison Diversion was asked to contact Senator Hoeven to reach out to Commissioner Tuton's office regarding the delay on these waivers. We are now informed the waivers are at the Office of Management and Budget (OMB).

Mr. DeKrey added this is becoming quite serious and could harm the NAWS Project from moving forward. Construction is being delayed, and there could be tremendous financial impacts to the project costs if a waiver is not granted.

Red River Valley (RRV) Committee - - Ken Vein, Chairman, RRV Committee, reported on RRVWSP activities/meetings. The RRV Committee met this morning. At that time, a construction report was provided on Contract 5B, and a work change directive was approved for grading topsoil

stockpiles and installing erosion control blankets in preparation for winter. The cost for that work is approximately \$123,000.

Director Vein stated the bid award for Transmission Pipeline East, Contract 5C, was also discussed. There are a number of issues involved with this contract award, which will be presented today.

The RRV Committee also heard a presentation from Black & Veatch regarding changes in the RRVWSP system hydraulics to align with the Eastern North Dakota Alternate Water Supply (ENDAWS) Project.

Red River Valley Water Supply Project Leadership Working Group Recap - - Director Vein informed the board of a RRVWSP Leadership Working Group session held on October 17. This meeting resulted from the Lake Agassiz Water Authority (LAWA) leadership asking for a partnering process to include Garrison Diversion representatives, LAWA members and consultants to have dialogue about how things are working with the RRVWSP and, if there are any issues, how those might be assessed moving forward. One of the things developed during the session was a risk assessment. This session went very well, and similar meetings are being planned.

RED RIVER VALLEY WATER SUPPLY PROJECT

Biennium Work Plan Review - - Kip Kovar, District Engineer, Garrison Diversion, reminded the board the total funding for the RRVWSP 2023-2025 Biennium Work Plan is \$244 million. Of that amount, \$180 million will come from the state, \$61 million from the local users and \$3 million from MR&I appropriations.

2023-2025 Biennium Program Priorities are:

- Secure all remaining easements
- Install 27 miles of pipeline (Contracts 5C, 5D, and 6A)
- Design 52 miles of pipeline (67 miles would be ready to install)
- Complete preliminary design for most facility projects
 - McClusky Canal Intake and Pumping Station
 - Biota Water Treatment Plant
 - Hydraulic Break Tanks
- Continue to provide financial planning support
- Provide support/studies for users necessary to get Project Participant Agreements (PPAs) signed

General RRVWSP Update - - Mr. Kovar reviewed work that has occurred on the RRVWSP since the July board meeting:

- Construction ongoing for 5B
- Bid letting of Contracts 5D and 5C

- Implementation of user outreach plans/packets
 - Significant financial modeling for users
- Ongoing coordination with USACE/DWR on operations
- Implementation of e-Builder
- Continued preliminary design of ENDAWS/started design of Contract 3
- Started design of Contract 7

Mr. Kovar also reviewed work that will start in 2024:

- Design of new pipeline Contract 4 (task order in January 2024)
- Preliminary design of facilities (task orders in early 2024)
 - McClusky Intake & Pumping Station
 - Biota WTP & Main Pumping Station
 - Hydraulic Break Tanks
- Construction of Contracts 5C/5D (start in spring and task orders approved)
- Bidding and award of Contract 6A (delayed due to funding constraint)
- Update to program budget based upon recent bid results
- Update to overall program schedule

Construction Update

Transmission Pipeline East, Contract 5B

Mr. Kovar reviewed the construction status, as well as the challenges experienced, on Contract 5B. Approximately 28,000 feet of pipe is projected to be installed in 2023 and the remaining 20,800 feet in 2024. With the recent mild weather, around 500 feet is being installed per day.

Photos from the construction site were shared with the board.

Mr. Kovar also reviewed the pending changes to the contract price and time, as well as Garney Construction's proposed 2024 schedule. Winter demobilization is November 4, 2023, remobilization is scheduled for May 1, 2024, and the predicted contract completion date is December 14, 2024.

Transmission Pipeline East, Contract 5D

Bid Tabulation Summary - - Mr. Kovar informed the board the bid opening for RRVWSP Transmission Pipeline East, Contract 5D, took place on September 7, 2023. This pipeline segment is located west of Carrington and will connect to Contract 5A. A total of four bids were received: 1) Carstensen Contracting, Inc., 2) Oscar Renda Contracting, Inc., 3) Harper Brothers Construction, LLC and 4) Thalle Construction, Co., Inc.

Mr. Kovar stated the engineer's estimate was \$68,986,800. Carstensen Contracting, Inc. was the apparent low bidder at \$61,677,275.

Garrison Diversion's Executive Committee and the LAWA Board approved the contract award to Carstensen Contracting based on Black & Veatch's recommendation.

Transmission Pipeline East, Contract 5C

Bid Tabulation Summary - - Paul Boersma, Black & Veatch, reported four bids were received for Contract 5C, with SJ Louis having the lowest base bid at \$69,135,254. Second lowest was Oscar Renda at \$76,663,355, then Thalle Construction at \$78,308,327, followed by Harper Brothers at \$79,086,646.

Mr. Boersma stated SJ Louis chose not to complete the prequalification process so all its qualifications were submitted with the bid documents; whereas, the other three bidders were already prequalified. Qualifications include minimum requirements the contractor needed to demonstrate, such as technical competence, project experience, license and security, etc. Other considerations consist of legal, environmental compliance, and safety.

Mr. Boersma reviewed the evaluation of contractor qualifications completed for SJ Louis, reporting SJ Louis met the minimum technical requirements. Under other considerations that reflect on whether SJ Louis is a "responsible bidder", Black & Veatch reported on their review of a number of claims made against SJ Louis or claims SJ Louis made over the past five years against project owners concerning work on a project or payment for a contract in amounts greater than \$500,000. Three significant claims were found either by or against SJ Louis for three projects that had not been disclosed by SJ Louis in its bid package responses.

Mr. Boersma noted that, by itself, asserting or defending claims would not be a disqualifier. The issue for the board's consideration is with the submittal from SJ Louis being an inaccurate representation of the claims history of the company. He reviewed the claims discovered by Black & Veatch and Vogel Law Firm in their research, reporting there were three significant claims that went unreported that met the criteria either by or against SJ Louis.

Engineer's Recommendation - - Mr. Boersma said as a result, based on the misrepresentations included in SJ Louis' submitted qualifications, SJ Louis is deemed nonresponsive; therefore, Black & Veatch recommends against awarding Contract 5C to SJ Louis.

Mr. Boersma added there was a lot of consideration and discussion with Garrison Diversion staff and input from Vogel Law Firm regarding Black & Veatch's recommendation. The bid forms contain fairly clear language indicating that misrepresentation of bid form information is a clear cause for dismissal or rejection of a bid. SJ Louis had the opportunity to contact Black & Veatch if it had any questions about the scope of the questions, but it never did so.

Mr. Boersma stated Black & Veatch is recommending the contract award go to the second lowest bidder, which is Oscar Renda. A copy of the engineer's recommendation is attached to these minutes as Annex V.

Steve Kuechle, SJ Louis, addressed the board regarding the claims issue, explaining SJ Louis' misinterpretation of the bid form. SJ Louis did reach out to Black & Veatch on a number of occasions to see if more clarification was needed on the bid documents in other areas of the submittal. Prior to this morning, he helped Black & Veatch contact some of SJ Louis' references, and the claims issue was never brought to light by Black & Veatch at that time. He expressed SJ Louis' frustration with not being contacted to clarify any suspect information.

Mr. Kuechle also shared SJ Louis' concerns regarding the issue of the tunneling subcontractor, stating SJ Louis has been the low bidder on two of the previous RRVWSP pipeline contracts. SJ Louis was disqualified both times due to tunneling qualifications so they changed their tunneling subcontractor for the bid on Contract 5C.

Mr. Boersma replied SJ Louis did reach out to Black & Veatch on numerous occasions; however, Black & Veatch made a conscious decision on the award recommendation. SJ Louis chose not to prequalify, and they presented their qualifications as part of the bid. Black & Veatch simply evaluated SJ Louis' submitted qualifications as part of their bid.

Mr. Boersma stated SJ Louis was rejected on two previous contracts as the apparent low bidder. One time, it involved tunneling when a reference SJ Louis cited as their main general contractor did not provide the reference SJ Louis was hoping for; therefore, they did not meet the minimum criteria. The rejections on SJ Louis' bids were more complicated than just dealing with the subcontractor.

Mr. Boersma said in reference to Oscar Renda, they are qualified as a general contractor and they did prequalify. As a tunneling subcontractor, Oscar Renda was required to show one successful completed tunneling project in glacial till, which commonly consists of boulders and cobbles. They failed to do that.

Mr. Boersma added none of Oscar Renda's submitted tunneling qualifications met the criteria for glacial till; therefore, Black & Veatch recommends offering Oscar Renda a conditional award provided they can demonstrate the existing subcontractor can meet the tunneling qualifications or replace their tunneling subcontractor with another subcontractor. Otherwise, Black & Veatch would seek permission to award Contract 5C to the third lowest bidder, which is Thalle Construction.

Director Vein, who chairs the RRV Committee, reported the Committee discussed the award of Contract 5C extensively this morning and recommends approval to award Contract 5C to Oscar Renda with the conditions suggested by Black & Veatch. The action taken by the Garrison Diversion Board would also be subject to approval by the LAWA Board, along with approval of Series D bond funding.

Director Kaiser asked if SJ Louis was rejected in the past due to its tunneling contractor, were they given the opportunity to find another subcontractor or were there additional reasons for rejecting them.

Mr. Boersma said the Garrison Diversion board has a wide discretion in awarding contracts. At issue today is not the comparison of switching out subcontractors but the fundamental accuracy and truthfulness of the qualifications submitted by SJ Louis.

Tami Norgard, Vogel Law Firm, replied the tunneling subcontractor on SJ Louis' previous bid was not the only reason the bid was rejected. There were a handful of issues that were disclosed in the engineer's recommendation at that time.

Ms. Norgard also reviewed the language included in the contractor's qualification document referring to claims and/or arbitration in relation to the research conducted and claims discovered on SJ Louis.

Second Vice Chairman Bischoff said he understands the reason for rejecting SJ Louis' bid. He is more concerned with awarding to Oscar Renda. They also neglected to do their part. Will this set a precedent for awarding future contracts?

Director Krueger asked if Oscar Renda knowingly bid on the project with subcontractors who are unqualified.

Mr. Boersma said Oscar Renda is basically self-performing the tunneling. Black & Veatch believes Oscar Renda is qualified, but they have not demonstrated that to them. Oscar Renda has shown a number of tunnels that are significant in length and diameter, but they did not demonstrate glacial till capabilities. All of the tunneling provided by Oscar Renda was done in the south where there are no glacial materials. It is relatively minor technically, and Black & Veatch felt it was warranted to allow Oscar Renda to resolve the technicality and provide other qualifications.

Mr. Boersma said the board could opt not to follow Black & Veatch's recommendation. The implication would be to go to the third lowest bidder, which is Thalle Construction. Thalle has chosen to use Minger Construction (Minger) as their tunneling subcontractor, and Minger has done the tunneling to date on the RRVWSP. The cost implication to go with Thalle would involve another \$1.5 million. Their base bid is \$78,308,327.

Following further board discussion, it was suggested action on awarding Contract 5C be tabled until the board reconvenes on January 12.

Motion by Second Vice Chairman Bischoff to table the motion to award RRVWSP Transmission Pipeline East, Contract 5C, until the board reconvenes on October 20, 2023. Second by Director D. Anderson. Upon voice vote, motion carried.

Work Plan Update

RRVWSP Task Order 1530 – Project Management Information System (PMIS) Procurement and Implementation Services Phase 2

Mr. Kovar referred to RRVWSP Task Order 1530, explaining the purpose of the task order is to provide administrative support for the PMIS (e-Builder). Black & Veatch will administer the PMIS to support daily operations, deliver user training, subscription renewal and implement system enhancements based on Garrison Diversion's needs. The task order is for the next biennium, running through December of 2025. The cost of the task order is \$498,000.

Mr. Kovar said e-Builder is currently being set up for Garrison Diversion and will also be implemented into the accounting system.

Motion by Director Koeser to approve RRVWSP Task Order 1530, Project Management Information System Procurement and Implementation Services Phase 2, in the amount of \$498,000. Second by Director Hanretty. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Cayko, Cook, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, Knorr, Koeser, Krueger, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Blanchfield, Boote, and Forde. Motion carried.

Program Schedule - - Ms. Mooridian referred to the RRVWSP Program Schedule dated September 29, 2023, which tracks the start, finish and percent of completion for each of the RRVWSP construction projects.

Planning Level Budget - - Ms. Mooridian referred to the RRVWSP Planning Level Budget dated September 30, 2023. The total combined program budget is estimated at \$138.9 million. Actual program expenses are \$95.8 million with total outstanding expenses of \$43 million. Total program efforts are 69 percent complete. A copy of the budget is attached to these minutes as Annex VI.

Ms. Mooridian pointed out none of the approved 2023-2025 biennium projects, including contracts and change orders, have been added to the planning level budget because the funding has not yet been received. The projects will be added once the funds are approved/received.

Insurance Advisor - - Ms. Mooridian reported the contract with Aon for insurance advisory services for the RRVWSP has been renewed. They will continue to provide insurance services on an hourly basis.

BUREAU OF RECLAMATION REPORT

Scott Hettinger, Deputy Area Manager, Bureau of Reclamation, referred to Reclamation's October 19, 2023, report and provided highlights from ongoing projects involving Garrison Diversion. A copy of the report is attached to these minutes as Annex VII.

Northwest Area Water Supply (NAWS) - - The operations and maintenance agreement for the NAWS BWTP was approved by the City of Minot recently. This agreement is between Reclamation, the DWR and the City of Minot. A draft cooperative agreement providing the funding mechanism for the NAWS Biota WTP is now being prepared.

MISSOURI RIVER JOINT WATER BOARD

Ken Royse, Project Manager, Missouri River Joint Water Board (MRJWB), shared a video presentation highlighting the benefits of the Missouri River system to North Dakota.

DRAFT CONFLICT OF INTEREST POLICY AND WAIVER

Ms. Norgard referred to the Draft Conflict of Interest Policy and Waiver included with the meeting materials, which has been recommended for the board's approval by the Executive Committee. A copy of the policy and waiver is attached to these minutes as Annex VIII.

Ms. Norgard stated this policy requires disclosure by Garrison Diversion's consultants. It applies to all consultants and subconsultants providing services to Garrison Diversion on the RRVWSP, including engineers and attorneys. Garrison Diversion should know who its consultants are working for in order to avoid all known or potential conflicts of interest when working with other clients on any matters involving the RRVWSP.

Ms. Norgard reviewed the draft policy language, stating most of what is included in the document is included in the Engineering Code of Ethics requirements under state statute and the rules from the American Society of Civil Engineers Code of Conduct.

Director Vein said he voted against the Conflict of Interest Policy at the Executive Committee. The rationale is not negative toward the policy, but he knows there was a desire by the LAWA Board to collaborate on the wording of the document so it is uniform among the two boards.

Second Vice Chairman Bischoff stated the Conflict of Interest Policy was previously addressed at one of the LAWA meetings. LAWA has had ample an opportunity to comment on the draft policy.

Motion by Director Cayko to approve the Garrison Diversion Conservancy District Consultant Conflict of Interest Policy and Waiver. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Boote, Cayko, Cook, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, Knorr, Koeser, Krueger, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Walter and Zimbleman. Those voting nay: Vein. Absent and not voting: Blanchfield and Forde. Motion carried.

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

RED RIVER VALLEY WATER SUPPLY PROJECT CONTINUED

Financial Update

Water Infrastructure Revolving Loan Fund

Ms. Mooridian called attention to the three documents provided to the board members: 1) Financing Resolution, 2) Loan Agreement and 3) Water Revenue Bond.

Financing Resolution - - Ms. Mooridian referred to the financing resolution in regard to the \$48,697,560 Garrison Diversion Water Revenue Bond, Series 2023, to pay the local cost share of the current \$244 million biennium work plan for the RRVWSP. Funding was secured through the Water Infrastructure Revolving Loan Fund (WIRLF) through the Bank of North Dakota (BND) and is broken into two portions. This portion is to pay for Fargo and Grand Forks' part of the local cost share. Once all of the user meetings are complete and the system users have been identified, the funds will be reallocated and the second funding portion will be financed. A copy of the financing resolution is attached to these minutes as Annex IX.

Mia Thibodeau, Fryberger Law Firm, stated the resolution before the board today authorizes the issuance of a water revenue bond not to exceed \$48,697,500 for the purpose of constructing the RRVWSP. The principal amount represents the portion of the local project costs for this biennium that are allocable to Fargo and Grand Forks. This is approximately 81 percent of the total loan approve by the BND. Again, the plan is to finance an additional bond for the LAWA portion of the local project costs once those commitments are obtained from the other system users.

Ms. Thibodeau said the financing resolution sets out specific steps to the bond, including the interest rate, maturity date and payment dates. The interest rate is two percent, and the loan maturity is April 1, 2063. Payments are semi-annually with the first estimated interest payment due April 1, 2026. The first estimated principal payment will be on April 1, 2029. The debt service on the bond is payable solely from the pledged city revenues, which are those revenues pledged by Fargo and Grand Forks pursuant to the Series D Interim Finance Agreement, which the board previously approved. Distribution of the loan proceeds will be made pursuant to the loan agreement. The loan agreement sets out specifics about how the distributions are made, which is a process of requisition of funds as the RRVWSP is being constructed. The loan agreement

generally repeats the terms of the bond that have been recited in the resolution. It makes certain covenants in the loan agreement that are required by the BND for approval of the financing.

Ms. Thibodeau added the financing resolution approves the form of the loan agreement so the only action required by the board is the approval of the resolution.

Motion by Director Vein to adopt the financing resolution pertaining to Garrison Diversion Conservancy District's \$48,697,560 Water Revenue Bond, Series 2023. Second by Director Metzger. Upon roll call vote, the following directors voted aye: D. Anderson, Bischoff, Boote, Cayko, Hanretty, Johnson, Kaiser, Klein, Klosterman, Koeser, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein and Walter. Those voting nay: none. Absent and not voting: J. Anderson, Blanchfield, Cook, Forde, Knorr, Kassian, Krueger and Zimbleman. Motion carried.

State Water Commission Cost Share Agreement

Ms. Mooridian referred to the RRVWSP 2023-2025 Agreement for Cost-Share Reimbursement between Garrison Diversion and the State Water Commission (SWC) for the SWC's intent to provide cost share funds in the 2023-2025 biennium of \$180 million to reimburse 75 percent of the eligible costs for the RRVWSP. This was approved by the SWC at its August 10 meeting. The agreement now requires approval by the Garrison Diversion board. A copy of the agreement is attached to these minutes as Annex X.

Motion by Director LeDoux to approve the 2023-2025 RRVWSP Agreement for Cost-Share Reimbursement between Garrison Diversion and the State of North Dakota by and through the State Water Commission in an amount not to exceed \$180,000,000. Second by Director Klosterman. Upon roll call vote, the following directors voted aye: D. Anderson, Bischoff, Boote, Cayko, Hanretty, Johnson, Kaiser, Klein, Klosterman, Koeser, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein and Walter. Those voting nay: none. Absent and not voting: J. Anderson, Blanchfield, Cook, Forde, Knorr, Kassian, Krueger and Zimbleman. Motion carried.

Transmission Pipeline East, Contract 5C Continued

Notice to Award

Chairman Walter stated there was a motion made during the board meeting yesterday to table the award of RRVWSP Transmission Pipeline, Contract 5C.

Motion by Director D. Anderson to remove the award of RRVWSP Transmission Pipeline, Contract 5C, from the table. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, Bischoff, Boote, Cayko, Hanretty, Johnson, Kaiser, Klein, Klosterman, Koeser, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein and Walter. Those voting nay: none. Absent and not voting: J. Anderson, Blanchfield, Cook, Forde, Knorr, Kassian, Krueger and Zimbleman. Motion carried.

Motion by Second Vice Chairman Bischoff to approve the award of RRVWSP Transmission Pipeline East, Contract 5C, to the second lowest bidder, Oscar Renda.

Mr. Boersma said, following information received from Oscar Renda after the bid, two things were provided: 1) an additional tunneling project in Canada which meets the glacial geology criteria and 2) agreement to use Minger Construction as its tunneling subcontractor.

Director Pellman asked for clarification as to who will perform the tunneling on the project.

Mr. Boersma added Oscar Renda has both options available. Oscar Renda is qualified to do the tunneling; however, he believes Oscar Renda will make a business decision in terms self-performing the tunneling or using Minger Construction.

Second by Director Klein. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Boote, Hanretty, Johnson, Klein, Klosterman, Koeser, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein and Walter. Those voting nay: Cayko and Kaiser. Absent and not voting: Blanchfield, Cook, Forde, Knorr, Kassian, Krueger and Zimbleman. Motion carried.

SNAKE CREEK EMBANKMENT DSMS

Mr. Kovar referred to the draft letter prepared by Garrison Diversion to the Corps of Engineers' (COE) response to Garrison Diversion's May 18, 2023, comments on the Draft Snake Creek Dam Safety Modification Study (DSMS). Garrison Diversion's draft letter states it would like a structural fix on the Snake Creek embankment and points out some of the COE's analysis is flawed.

Mr. Kovar added the DWR has also provided comments on this issue to the COE, which go deeper into the flawed analysis.

Mr. Kovar said the last report he received was the COE is trying to find funds to conduct a preliminary design study for a structural fix separate from the DSMS.

OPERATION & MAINTENANCE (O&M) UPDATE

Ryan Anderson, Engineer, Garrison Diversion, provided an update on O&M activities, including the major slide repair project along the McClusky Canal. Work on the 4:1 side slope will wrap up this week. Between 90,000 to 95,000 cubic yards of fill was removed this year, which totals approximately 2.6 million yards moved to date. Next week, work will begin on cleaning out the McClusky Canal.

Other O&M work consists of routine maintenance along the canal, including blading, mowing, spraying.

Other non-routine work was a job at the Jamestown Reservoir, which involved diking off and dewatering the stilling well. There was also a job at the New Rockford Canal assisting Reclamation with diking off and dewatering four large siphons under the railroad tracks and highway. In addition, riprap and gravel were hauled at the Arrowwood National Wildlife Refuge.

IRRIGATION UPDATE

Mr. Anderson reported there was a lot of interest in new irrigation this spring, but many of the irrigators were waiting to hear on project use power and the SWC's decision regarding the proposal for a 75/25 percent cost share available to irrigation districts for off farm works. The SWC

recently approved the 75/25 percent cost share, which should spike irrigation interests for next year.

ND WATER USERS/IRRIGATION ASSOCIATION REPORT

Dani Quissell, North Dakota Water Users/Irrigation Association, referred to the October 6, 2023, Policy Update, which summarizes the status of important state water issues.

Ms. Quissell reported the SWC did approve some changes to cost share policy regarding irrigation. The changes made by the SWC last week are increasing the cost share for irrigation districts from 50 percent to 75 percent. That would allow Garrison Diversion to get water from the McClusky Canal to irrigators at a 75 percent cost share, which really helps on the local share making it more feasible for more irrigation out of the canal.

Ms. Quissell said on the private irrigation side, the ND Irrigation Association has been working with the SWC and the BND to increase resources for interest rate buydown. Previous to last week, the cap for an individual irrigator looking at the interest rate buydown was at \$40,000. The SWC voted to double its share of what it puts toward that program, making the cap now \$60,000. Work will continue with the BND in an effort to get the cap raised to \$90,000.

On the Water Users side, the legislature will go into special session next week. There is at least one water related bill that the Water Users will be watching.

Ms. Quissell also reported on three public meetings held this week in Fargo, Linton and Devils Lake on the importance of the Missouri River.

DEPARTMENT OF WATER RESOURCES REPORT

Pat Fridgen, Planning and Education Division Director, DWR, added to the comments on the SWC's recent actions regarding irrigation, stating these are very positive developments for irrigators and irrigation development in the state. In addition, he provided an update on the DWR's current projects and activities, including work being done to obtain the waiver for the NAWS Project.

RED RIVER VALLEY WATER SUPPLY PROJECT CONTINUED

Transmission Pipeline East, Contract 5C

Notice to Proceed

Chairman Walter stated when acting on the award of Contract 5C, there should have also been a motion to proceed with the contract as well as a contingency that Garrison Diversion obtain approval from the LAWA board on the contract award to Oscar Renda.

Motion by Director Anderson authorizing the general manager to move forward with the Notice to Proceed on RRVWSP Transmission Pipeline East, Contract 5C, pending submittal of the contractor's documentation and contingent upon approval of the contract award to Oscar Renda by the LAWA board. Second by Directo Vein. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Boote, Hanretty, Johnson, Klein, Klosterman, Kooser, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers,

Siegert, Tweed, Vein and Walter. Those voting nay: Cayko and Kaiser. Absent and not voting: Blanchfield, Cook, Forde, Knorr, Kassian, Krueger and Zimbleman. Motion carried.

TRIP REPORTS

Trip reports were provided by staff and directors who attended the National Water Resources Association (NWRA) Western Water Seminar and National Rural Water Association Water Pro Conference. Written reports are included in the meeting packet.

GENERAL MANAGER'S REPORT

LAWA Special Meeting Report - - Mr. DeKrey reported on the Special LAWA Board meeting held October 11 in Fargo with special guests Senator John Hoeven and the Bureau of Reclamation Commissioner Camille Touton and Regional Director Brent Esplin.

Mill Levy Questions - - Mr. DeKrey said there have been a lot of recent questions from different counties within Garrison Diversion regarding the mill levy. Staff has put together figures for these counties explaining how each of them benefits from being a member county. If any board members receive questions, he encourages them to contact the office, and a fact sheet can be prepared for their individual county.

Accounting Position - - Mr. DeKrey reported a number of applications were received for the accounting position at the Carrington office. Three individuals were interviewed with one person being offered the position. In the end, the applicant declined the job offer. The plan is to review the current applications to see if there may be other qualified individuals. If not, the position will be readvertised.

Natural Resources Trust Correspondence - - Mr. DeKrey referred to a copy of the joint letter submitted to Senator Hoeven and Governor Burgum from three wildlife organizations advocating for an additional \$50 million federal authorization to be included in new legislation dealing with state and tribal MR&I needs for the North Dakota Natural Resources Trust. The letter is provided for the board's information.

MRRIC Post-Plenary Communications Materials - - Mr. DeKrey next referred to the Missouri River Recovery Implementation Committee (MRRIC) Post-Plenary Communications Materials, August 2023, included with the meeting materials. Garrison Diversion funds a portion of the state's representative to MRRIC. These materials provide information about the committee and a summary of its accomplishments. This is also provided for the board's information.

Audio/Viso Equipment Update - - Mr. DeKrey reported Garrison Diversion continues to experience issues with the board room's audio/viso equipment. AVI has had its technical people here a number of times to work on the system. AVI recently discovered the computer dedicated to operating the system is not the correct computer. A new computer has been ordered and AVI will install it free of charge.

2024 Summer Board Meeting Date Change - - Mr. DeKrey said the dates selected for Garrison Diversion's July 2024 board meeting conflict with ND Water Resource Districts summer meeting. He recommended changing our meeting dates so directors can attend the Water Resource Districts meeting. The suggested new meeting dates are July 18 and 19, 2024.

Motion by Director Metzger to approve changing the July 2024 Garrison Diversion Board meeting dates to July 18 and 19. Second by Director Rogers. Upon voice vote, motion carried.

UPCOMING EVENTS

Chairman Walter reviewed the list of upcoming meetings and events.

OTHER

There being no other business to come before the board, the meeting adjourned at 9:45 a.m.

(SEAL)

Alan Walter, Chairman

Duane DeKrey, Secretary

REGISTRATION

BOARD OF DIRECTORS
Garrison Diversion Conservancy District
Carrington, North Dakota
October 19 & 20, 2023

NAME	ADDRESS
Ashley Reisenauer	GDCD
Mami Mami	GDCD
Hanni Norwood	Vogel Law Firm
Brent Jackson	AE2S
Joe Zanner	American
Scott Mehoy	GDCD
Pat Boosma	BTV
KEN ROYSE	Missouri River Jr. Water Assoc
Demi Quissell	NDWUA
Lisa Schaffer	GDCD
On Line	
Mark Cook	Garrison Diversion
Eric Volk	ND Rural Water Assoc.
Margo Knorr	Garrison Diversion
Kurt Ronnekamp	Black & Veatch
Scott Hettinger	Bureau of Reclamation
Shawn Gaddie	AE2S, Nexus
Julie Prescott	Dept. of Water Resources
Jeff Hruby	AE2S
Mia Thibodeau	Fryberger Law Firm
Nick Suma	Vogel Law Firm

Garrison Diversion Conservancy District						
Combined Statement of Revenues and Expenses						
For the Nine Months Ended September 30, 2023						
	General Fund	Municipal Rural, and Industrial Fund	Operations Maintenance Fund	Red River Valley Water Supply Project	Irrigation Fund	Total
Beginning Bank Balance	\$8,320,277	\$4,595	\$380,008	\$249,723	\$172,668	\$9,127,271
Revenues:						
Irrigation Admin	974					974
Lease Income						-
Revenue from Sale of Fixed Assets			173,167			173,167
Miscellaneous Income	1,808				364	2,172
Interest Income	272,654	645	1,154		2,746	277,199
Tax Levy	4,181,160					4,181,160
State Aid Distribution	219,880					219,880
Contract Revenue	42,996	14,341,285	3,192,735	21,763,781	244,749	39,585,546
Non-Project Income	143,695		487,425			631,120
Total Revenues	\$4,863,167	\$14,341,930	\$3,854,481	\$21,763,781	\$247,859	\$45,071,218
Expenditures:						
Director Expense	172,189					172,189
Employee Expense	929,956	54,915	1,718,598			2,703,469
Administrative Expense	139,450	34,706	62,870			237,026
Public Education	70,522					70,522
Professional Services	332,623		201,749	242,056		776,428
Irrigation Development	239,963					239,963
Water Supply Projects	135,157					135,157
GDCD Recreation Project	537,860					537,860
DWRA Recreation Project	3,360					3,360
Maintenance & Repairs	31,293		822,219		187,062	1,040,574
Capital Purchases	342,706		377,108	9,198	18,769	747,781
Construction in Progress				17,967,357		17,967,357
MR&I Project Expenses		14,240,913				14,240,913
Principal Debt Payments				278,935	55,892	334,827
Interest Payments				52,556	19,205	71,761
Total Expenditures *	\$ 2,935,079	\$ 14,330,534	\$ 3,182,544	\$ 18,550,102	\$ 280,928	\$ 39,279,187
Transfer In/Out	313,797	(10,751)	(303,046)	-	-	\$ -
Revenues Over Expenditures	\$ 2,241,885	\$ 645	\$ 368,891	\$ 3,213,679	\$ (33,069)	\$ 5,792,031
Net Change in Assets	(1,989,115)		2,553	121	406	\$ (1,986,035)
Ending Bank Balance	\$ 8,573,047	\$ 5,240	\$ 751,452	\$ 3,463,523	\$ 140,005	\$ 12,933,267

GARRISON DIVERSION CONSERVANCY DISTRICT				
INCOME BUDGET ANALYSIS STATEMENT				
For Nine Months Ended September 30, 2023				
General, O&M MR&I, RRVWSP, and Irrigation Funds	Budget for 2023	Income Received to September 30, 2023	Percentage of Amount Budgeted	Balance of 2023 Budget
Irrigation Admin	\$ 950	\$ 974	102.5%	\$ (24)
Lease Income	\$ -	\$ -		\$ -
Miscellaneous Income	\$ -	\$ 2,172	0.0%	\$ (2,172)
Revenue Sale of Fixed Assets	\$ -	\$ 173,167	0.0%	\$ (173,167)
Interest Income	\$ 33,120	\$ 277,199	837.0%	\$ (244,079)
Tax Levy	\$ 3,650,000	\$ 4,181,160	114.6%	\$ (531,160)
State Aid	\$ 180,000	\$ 219,880	122.2%	\$ (39,880)
General Fund Contract Revenue	\$ 70,000	\$ 42,996	61.4%	\$ 27,004
O&M Contract Revenue	\$ 4,890,000	\$ 3,192,735	65.3%	\$ 1,697,265
MR&I Contract Revenue	\$ 20,257,975	\$ 14,341,285	70.8%	\$ 5,916,690
RRVWSP Contract Revenue	\$ 25,400,000	\$ 21,763,781	85.7%	\$ 3,636,219
Irrigation Fund Revenue	\$ 828,005	\$ 244,749	29.6%	\$ 583,256
Project Revenue	\$ -	\$ -	0.0%	\$ -
Non-Project Revenue	\$ 217,000	\$ 631,120	290.8%	\$ (414,120)
Total Revenues	\$55,527,050	\$45,071,218	81.2%	\$10,455,832

GARRISON DIVERSION CONSERVANCY DISTRICT						
Expense Budget Analysis Statement						
For Nine Months Ended Sept 30, 2023						
General, O&M MR&I, RRVWSP, and Irrigation Funds	Budget for 2022	Expenditures Charged to 2022 Budget	Budget for 2023	Expenditures to Sept 30, 2023	Percentage Spent Amount Budgeted	Balance of Budget
Expenses						
Director Expenses	\$ 270,000	\$ 235,483	\$ 221,000	172,189	77.9%	\$ 48,811
Employee Expenses	\$ 3,746,366	\$ 3,350,365	\$ 3,508,000	2,703,469	77.1%	\$ 804,531
Administrative Expenses	\$ 431,335	\$ 317,442	\$ 452,500	237,026	52.4%	\$ 215,474
Public Education	\$ 151,840	\$ 135,407	\$ 157,000	70,522	44.9%	\$ 86,478
Professional Services	\$ 3,515,225	\$ 2,902,288	\$ 2,637,000	776,427	29.4%	\$ 1,860,573
Irrigation Development	\$ 911,200	\$ 881,346	\$ 260,875	239,963	92.0%	\$ 20,912
Water Supply Program	\$ 300,000	\$ 98,614	\$ 300,000	135,157	45.1%	\$ 164,843
GDCD Recreation Grant Program	\$ 600,000	\$ 541,988	\$ 850,000	537,860	63.3%	\$ 312,140
DWRA Recreation Program	\$ 10,000	\$ 4,512	\$ 10,000	3,360	33.6%	\$ 6,640
Irrigation District Expense	\$ 2,000	\$ -	\$ 2,000	-	0.0%	\$ 2,000
Maintenance & Repairs	\$ 1,611,040	\$ 1,187,210	\$ 1,794,100	1,040,574	58.0%	\$ 753,526
Capital Purchases	\$ 1,056,000	\$ 963,831	\$ 495,000	747,781	151.1%	\$ (252,781)
Construction in Progress	\$ 27,950,000	\$ 27,977,251	\$ 24,000,000	17,967,357	74.9%	\$ 6,032,643
MR&I Fund	\$ 27,000,000	\$ 25,292,604	\$ 20,000,000	14,240,913	71.2%	\$ 5,759,087
Principal on Debt Repayment	\$ 479,831	\$ 479,483	\$ 315,000	334,828	106.3%	\$ (19,828)
Interest on Debt Repayment	\$ 68,660	\$ 68,656	\$ 67,000	71,761	107.1%	\$ (4,761)
Total Expenses	\$ 68,103,497	\$ 64,436,480	\$ 55,069,475	39,279,187	71.3%	\$ 15,790,288
Transfers In/Out						
MR&I	\$ 22,000	\$ 20,311	\$ 23,000	10,751	46.7%	\$ 12,249
O&M	\$ 972,340	\$ 886,658	\$ 920,000	303,046	32.9%	\$ 616,954
Irrigation	\$ -	\$ -	\$ -	-	0.0%	\$ -
RRVWSP	\$ (1,451,491)	\$ (1,368,042)	\$ -	-	0.0%	\$ -
Total Transfers Out	\$ (457,151)	\$ (461,073)	\$ 943,000	313,797	33.3%	\$ 629,203
Total Expenses & Transfers Out	\$ 67,646,346	\$ 63,975,407	\$ 56,012,475	39,592,984	70.7%	\$ 16,419,491

GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES STATEMENT September 30, 2023	
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.	\$5,214,210.74
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	\$7,629,803.72

Garrison Diversion Conservancy District Funds in Bank of North Dakota September 30, 2023				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account	0.60%		\$ (149,107.94)
General	Water Assistance Grant Matching	0.60%		\$ 185,255.24
General	Oakes Building Fund	0.60%		\$ 43,620.44
General	Money Market Deposit Account	0.60%		\$ 4,694,803.33
General	Water Assistance Grant Reserve	0.60%		\$ 439,443.49
General	Accrued Leave-Operating Reserve	0.60%		\$ 179,559.71
Total Deposits				\$ 5,393,574.27

Garrison Diversion Conservancy District Funds in First International Bank & Trust September 30, 2023				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	CD 118955-Project Development	4.05%	10/19/23	\$ 350,000.00
General	CD 119434-Deficiency Reserve	0.50%	11/30/23	\$ 175,854.00
General	CD 118849-Deficiency Reserve	0.40%	01/29/24	\$ 200,000.00
General	CD 119130	4.00%	02/18/24	\$ 1,000,000.00
General	CD 80120161	5.50%	03/19/24	\$ 1,000,000.00
General	CD 80120162	2.35%	03/19/24	\$ 1,000,000.00
General	CD 80123425	5.50%	03/22/24	\$ 2,500,000.00
General	CD 119245	5.50%	03/30/24	\$ 1,000,000.00
General	CD 118850-Operating Reserve	4.00%	04/24/24	\$ 50,500.00
General	CD 118848-O&M Emergency Res.	4.10%	04/29/24	\$ 350,000.00
General	CD 119561-O&M Emergency Reserve	4.10%	05/01/24	\$ 83,682.45
General	CD 119070-Operating Reserve	4.10%	05/17/24	\$ 820,000.00
General	CD 118954	4.10%	05/19/24	\$ 500,000.00
General	CD 80120163	2.50%	09/19/24	\$ 1,000,000.00
Total Investments				\$ 10,030,036.45
General	Recreation Matching-Operating Reserve	2.00%		\$ 2,294,586.55
General	Money Market Funds	2.00%		\$ 230,022.15
General	Recreation Reserve-Operating Reserve	2.00%		\$ 654,865.75
Total Money Market Funds				\$ 3,179,474.45
Total Deposits				\$ 13,209,510.90
Pledging	Total Deposits			\$ 13,209,510.90
	Less:FDIC Coverage			(250,000.00)
	Deposit Balance to Secure			12,959,510.90
	Less: Pledging			16,624,375.05
Pledging Excess				\$ 3,664,864.15

BREMER BANK DEPOSIT AND PLEDGING SUMMARY September 30, 2023					
<i>Account Type</i>	<i>Balance</i>	<i>Interest Rate</i>	<i>Maturity Date</i>	<i>Deposit Insurance / Pledging Status</i>	
<i>Demand Deposit Accounts</i>					
Non-Interest Bearing Checking Accounts					
				Total Demand Deposits	\$4,214,975.05
				Less: FDIC Insurance Coverage	250,000.00
xxxx61	Operations & Maintenance Fund	751,452.55	0.00%	Demand Deposit Balance to Secure	\$3,964,975.05
xxxxx52	Red River Valley Water Supply	3,463,522.50	0.00%	x 110%	1.10
Total Demand Deposits				Pledging Required on Demand Deposits	\$4,361,472.56
<i>Time and Savings Deposits</i>					
Interest Bearing Checking					
xxxxx34	Irrigation Fund	140,006.39	0.45%		
xxxxxx62	M R & I Working Fund	5,239.37	0.45%		
Total Interest Bearing Checking Balance		<u>145,245.76</u>			
Savings Accounts					
xxxxx41	O&M - Accrued Leave Reserve	154,953.34	1.00%		
xxxxxx63	Irrigation - Debt Service Reserve	288,259.60	1.00%		
Total Savings Balance		<u>443,212.94</u>			
Certificates of Deposit					
xxxxx0394	Certificate of Deposit-Operating Reserve	47,000.00	0.65%	2/20/2024	
xxxxx8862	Certificate of Deposit-Project Dev Reserve	252,054.00	0.65%	2/24/2024	
xxxx1061	Certificate of Deposit-Deficiency Reserve	124,146.00	0.65%	2/24/2024	
xxx907-1	Certificate of Deposit-Operating Reserve	542,000.00	4.00%	3/1/2024	
xxx906-1	Certificate of Deposit-Deficiency Reserve	250,000.00	4.00%	3/1/2024	
xxxxxx803-1	Certificate of Deposit	1,000,000.00	4.05%	4/11/2024	
xxx591-1	Certificate of Deposit-OM Emergency Res.	210,000.00	4.15%	4/24/2024	
xxxxxx106	Certificate of Deposit-OM Emergency Res.	106,317.55	4.15%	5/22/2024	
xxxxxx30-1	Certificate of Deposit	2,000,000.00	4.15%	5/24/2024	
xxxxxx933-1	Certificate of Deposit-Project Dev Reserve	313,538.98	5.00%	8/30/2024	
Total CD Balance		<u>4,845,056.53</u>			
Total Time & Savings Deposit Account Balance				Total Time & Savings Deposit Account Balance	\$5,433,515.23
				Less: FDIC Insurance Coverage	250,000.00
				Time & Savings Deposit Balance to Secure	\$5,433,481.23
				x 110%	1.10
Total Time & Savings Deposit Account Balance				Pledging Required on Time & Savings Deposits	\$5,976,829.35
Total Deposits				Total Pledging Required on all Deposits	\$10,338,301.91
				Pledged Security/Letter of Credit	\$13,885,708.00
				Pledging Excess	\$3,547,406.09

GARRISON DIVERSION CONSERVANCY DISTRICT						
Tax Collections Statement						
For Nine Months Ending September 30, 2023						
County	2023 Tax Levy Budget	2023 Tax Collections	Balance of Tax Levy Budget	2023 State Aid Budget	2023 State Aid	Balance State Aid Budget
Barnes	\$77,000	\$86,533	(9,533)	\$4,000	\$4,697	(\$697)
Benson	32,000	35,492	(3,492)	3,000	3,218	(218)
Bottineau	55,000	62,305	(7,305)	3,000	3,888	(888)
Burleigh	490,000	582,599	(92,599)	22,000	27,250	(5,250)
Cass	904,000	1,062,227	(158,227)	42,000	52,987	(10,987)
Dickey	41,000	45,134	(4,134)	3,000	3,811	(811)
Eddy	13,000	15,566	(2,566)	2,000	2,116	(116)
Foster	27,000	29,449	(2,449)	5,000	5,588	(588)
Grand Forks	290,000	325,933	(35,933)	9,000	10,980	(1,980)
Griggs	19,000	20,444	(1,444)	2,000	2,114	(114)
LaMoure	40,000	42,561	(2,561)	3,000	3,827	(827)
McHenry	46,000	50,591	(4,591)	2,000	2,174	(174)
McKenzie	321,000	374,145	(53,145)	23,000	28,255	(5,255)
McLean	75,000	82,324	(7,324)	6,000	7,393	(1,393)
Nelson	24,000	26,711	(2,711)	2,000	2,054	(54)
Pierce	31,000	33,387	(2,387)	2,000	2,759	(759)
Ramsey	57,000	63,971	(6,971)	4,000	5,078	(1,078)
Ransom	36,000	39,871	(3,871)	-	-	-
Renville	22,000	24,639	(2,639)	2,000	2,456	(456)
Richland	95,000	107,969	(12,969)	-	-	-
Sargeant	34,000	39,523	(5,523)	2,000	2,621	(621)
Sheridan	14,000	15,936	(1,936)	3,000	3,660	(660)
Steele	28,000	30,914	(2,914)	2,000	1,770	230
Stutsman	120,000	134,318	(14,318)	6,000	7,666	(1,666)
Traill	53,000	60,862	(7,862)	3,000	3,520	(520)
Ward	302,000	338,429	(36,429)	15,000	18,398	(3,398)
Wells	40,000	43,769	(3,769)	3,000	3,355	(355)
Williams	364,000	405,558	(41,558)	7,000	8,245	(1,245)
Totals	\$ 3,650,000	\$4,181,160	\$ (531,160)	\$ 180,000	\$ 219,880	\$ (39,880)

**GARRISON DIVERSION CONSERVANCY DISTRICT
EXPENSE BUDGET ANALYSIS STATEMENT
For Nine Months Ended September 30, 2023**

	Budget 1/1/22 to 12/31/22	Expenditures Chargeable to 2022 Budget	Budget 1/1/23 to 12/31/23	2023 Actual as of 09/30/2023	Balance of Budget as of 09/30/2023	Percentage of Budget Spent
GENERAL FUND						
Directors Expense						
Directors Per Diem	\$ 130,000	\$ 120,037	\$ 133,000	\$ 82,660	\$ 50,340	62.2%
Directors Expense	\$ 140,000	\$ 115,445	\$ 88,000	\$ 89,529	\$ (1,529)	101.7%
Total Directors Expense	\$ 270,000	\$ 235,482	\$ 221,000	\$ 172,189	\$ 48,811	77.9%
Employee Expense						
Employee Salaries	\$ 822,000	\$ 780,874	\$ 908,000	\$ 609,203	\$ 298,797	67.1%
General Manager Exp	\$ 35,000	\$ 15,160	\$ 21,000	\$ 6,962	\$ 14,038	33.2%
Travel	\$ 61,000	\$ 33,344	\$ 61,000	\$ 25,345	\$ 35,655	41.5%
Admn Officer - Merri Mooridian	\$ 25,000	\$ 17,711	\$ 25,000	\$ 14,572	\$ 10,428	58.3%
Dist. Engr - Kip Kovar	\$ 10,000	\$ 6,490	\$ 10,000	\$ 2,918	\$ 7,082	29.2%
Engineer - Ryan Anderson	\$ 5,000	\$ 1,901	\$ 5,000	\$ 1,474	\$ 3,526	29.5%
Dir. Comm. - Kim Cook	\$ 6,000	\$ 1,363	\$ 6,000	\$ 658	\$ 5,342	11.0%
Emp Exp Other	\$ 15,000	\$ 5,879	\$ 15,000	\$ 5,723	\$ 9,277	38.2%
Professional Development	\$ 17,000	\$ 5,500	\$ 17,000	\$ 1,411	\$ 15,589	8.3%
Employee Training	\$ 15,000	\$ 5,500	\$ 15,000	\$ 1,411	\$ 13,589	9.4%
Wellness Program	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.0%
Benefits	\$ 406,000	\$ 332,717	\$ 427,000	\$ 287,033	\$ 139,967	67.2%
GDCD FICA	\$ 72,000	\$ 64,927	\$ 79,000	\$ 53,369	\$ 25,631	67.6%
Retirement	\$ 117,000	\$ 111,743	\$ 129,000	\$ 87,630	\$ 41,370	67.9%
Hospital & Life Insurance	\$ 177,000	\$ 136,698	\$ 175,000	\$ 109,558	\$ 65,442	62.6%
Unemployment Comp	\$ 1,000	\$ 307	\$ 1,000	\$ 3,508	\$ (2,508)	350.8%
Dental / Vision Ins.	\$ 14,000	\$ 11,637	\$ 14,000	\$ 8,237	\$ 5,763	58.8%
Work Force Safety	\$ 1,000	\$ 307	\$ 1,000	\$ 388	\$ 612	38.8%
Long-Term Disability Ins	\$ 9,000	\$ 7,098	\$ 10,000	\$ 5,408	\$ 4,592	54.1%
Vacation/Sick Leave Liability	\$ 15,000	\$ -	\$ 18,000	\$ 18,935	\$ (935)	105.2%
Total Employee Expense	\$ 1,341,000	\$ 1,167,595	\$ 1,434,000	\$ 929,954	\$ 504,046	64.9%
Administration						
Postage	\$ 7,000	\$ 3,057	\$ 6,000	\$ 3,257	\$ 2,743	54.3%
Communications	\$ 31,000	\$ 14,124	\$ 16,000	\$ 9,797	\$ 6,203	61.2%
Utilities	\$ 34,000	\$ 31,989	\$ 33,000	\$ 27,546	\$ 5,454	83.5%
Meetings & Events	\$ 10,000	\$ 8,602	\$ 5,000	\$ 6,900	\$ (1,900)	138.0%
Subscriptions/Publications	\$ 6,000	\$ 5,850	\$ 6,000	\$ 3,617	\$ 2,383	60.3%
Miscellaneous	\$ 6,000	\$ 2,916	\$ 4,000	\$ 1,202	\$ 2,798	30.1%
Data Processing	\$ 23,000	\$ 20,270	\$ 20,000	\$ 29,298	\$ (9,298)	146.5%
Employee Recruiting	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 5,000	0.0%
Supplies	\$ 18,000	\$ 10,135	\$ 14,000	\$ 8,342	\$ 5,658	59.6%
Small Office Equipment	\$ 14,200	\$ 10,886	\$ 20,000	\$ 156	\$ 19,844	0.8%
Dues	\$ 15,000	\$ 11,528	\$ 14,000	\$ 11,997	\$ 2,003	85.7%
Insurance	\$ 15,800	\$ 15,509	\$ 14,000	\$ 6,688	\$ 7,312	47.8%
Annual Independent Audit	\$ 33,500	\$ 31,118	\$ 36,500	\$ 30,650	\$ 5,850	84.0%
Total Administration	\$ 218,500	\$ 165,984	\$ 193,500	\$ 139,450	\$ 54,050	72.1%
Public Education						
GDCD Tours	\$ 10,000	\$ 5,000	\$ 10,000	\$ 3,000	\$ 7,000	30.0%
ND Water Users Ass'n Dues	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	\$ -	100.0%
ND Water Coalition Dues	\$ 14,000	\$ 20,000	\$ 14,000	\$ 14,000	\$ -	100.0%
ND Water Magazine	\$ 18,000	\$ 14,000	\$ 18,000	\$ 10,000	\$ 8,000	55.6%
Missouri River Joint Board	\$ 71,090	\$ 18,000	\$ 15,000	\$ 15,981	\$ (981)	106.5%
Upper Sheyenne	\$ -	\$ 71,061	\$ 50,000	\$ -	\$ 50,000	0.0%
Conference Booth Fees, Sponsorships	\$ 9,750	\$ 6,940	\$ 20,000	\$ 5,589	\$ 14,411	27.9%
Miscellaneous	\$ 9,000	\$ 406	\$ 10,000	\$ 1,952	\$ 8,048	19.5%
Total Public Education	\$ 151,840	\$ 135,407	\$ 157,000	\$ 70,522	\$ 86,478	44.9%

**GARRISON DIVERSION CONSERVANCY DISTRICT
EXPENSE BUDGET ANALYSIS STATEMENT
For Nine Months Ended September 30, 2023**

	Budget 1/1/22 to 12/31/22	Expenditures Chargeable to 2022 Budget	Budget 1/1/23 to 12/31/23	2023 Actual as of 09/30/2023	Balance of Budget as of 09/30/2023	Percentage of Budget Spent
Professional Services						
Communications	\$ 160,000	\$ 109,375	\$ 140,000	\$ 70,849	\$ 69,151	50.6%
Engineering	\$ 125,000	\$ 43,248	\$ 125,000	\$ 9,730	\$ 115,270	7.8%
RRVWSP Development	\$ 309,000	\$ 65,640	\$ 316,000	\$ 91,471	\$ 224,529	28.9%
Technical Support for LAWA	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000	0.0%
Engineering	\$ 100,000	\$ 7,494	\$ 100,000	\$ 2,478	\$ 97,522	2.5%
Legal	\$ 133,000	\$ 51,674	\$ 125,000	\$ 40,759	\$ 84,241	32.6%
Financial	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	0.0%
Consultants	\$ 50,000	\$ -	\$ 50,000	\$ 44,139	\$ 5,861	88.3%
Meeting, Misc. Exp	\$ 16,000	\$ 6,472	\$ 16,000	\$ 4,095	\$ 11,905	25.6%
Prof Services Other	\$ 30,000	\$ 22,793	\$ 45,000	\$ 11,207	\$ 33,793	24.9%
Legal Services	\$ 215,000	\$ 142,762	\$ 188,000	\$ 149,368	\$ 38,632	79.5%
Total Professional Services	\$ 839,000	\$ 383,818	\$ 814,000	\$ 332,625	\$ 481,375	40.9%
Irrigation Development						
ND Irrigation Association	\$ 50,000	\$ 50,000	\$ 50,000	\$ 25,000	\$ 25,000	50.0%
NDSU Oakes Irrigation Site	\$ 202,575	\$ 174,680	\$ 167,875	\$ 196,083	\$ (28,208)	116.8%
Robert Titus Lease	\$ 16,625	\$ 16,484	\$ 17,000	\$ 16,083	\$ 917	94.6%
Irrigation Development	\$ 642,000	\$ 640,183	\$ 26,000	\$ 2,797	\$ 23,203	10.8%
Total Irrigation Development	\$ 911,200	\$ 881,347	\$ 260,875	\$ 239,963	\$ 20,912	92.0%
Recreation						
GDCD Recreation Grant Program	\$ 600,000	\$ 541,988	\$ 850,000	\$ 537,860	\$ 312,140	63.3%
DWRA Recreation Program	\$ 10,000	\$ 4,512	\$ 10,000	\$ 3,360	\$ 6,640	33.6%
Total Recreation	\$ 610,000	\$ 546,500	\$ 860,000	\$ 541,220	\$ 318,780	62.9%
Water Supply Grant Program	\$ 300,000	\$ 98,614	\$ 300,000	\$ 135,157	\$ 164,843	45.1%
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	\$ 31,000	\$ 30,543	\$ 27,000	\$ 11,938	\$ 15,062	44.2%
Small Yard Equipment Purchases	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	0.0%
Land & Bldg Maintenance	\$ 40,000	\$ 39,476	\$ 35,000	\$ 9,157	\$ 25,843	26.2%
Auto Expense	\$ 15,000	\$ 13,462	\$ 15,000	\$ 10,198	\$ 4,802	68.0%
Total Maintenance & Repair	\$ 86,000	\$ 83,481	\$ 82,000	\$ 31,293	\$ 50,707	38.2%
Capital Purchases						
Office Equip & Furniture	\$ 181,000	\$ 177,157	\$ 20,000	\$ 5,451	\$ 14,549	27.3%
Yard Equipment	\$ 30,000	\$ 29,899	\$ 20,000	\$ -	\$ 20,000	0.0%
Vehicle	\$ 60,000	\$ 57,786	\$ 40,000	\$ -	\$ 40,000	0.0%
Land and Buildings	\$ 110,000	\$ 106,399	\$ 15,000	\$ 337,255	\$ (322,255)	2248.4%
Total Capital Purchases	\$ 381,000	\$ 371,241	\$ 95,000	\$ 342,706	\$ (247,706)	360.7%
Total General Fund	\$ 5,110,540	\$ 4,069,469	\$ 4,419,375	\$ 2,935,079	\$ 1,484,296	66.4%

**GARRISON DIVERSION CONSERVANCY DISTRICT
EXPENSE BUDGET ANALYSIS STATEMENT
For Nine Months Ended September 30, 2023**

	Budget 1/1/22 to 12/31/22	Expenditures Chargeable to 2022 Budget	Budget 1/1/23 to 12/31/23	2023 Actual as of 09/30/2023	Balance of Budget as of 09/30/2023	Percentage of Budget Spent
IRRIGATION FUND						
McClusky Canal Irrigation:	\$ 722,800	\$ 536,062	\$ 446,100	\$ 205,831	\$ 240,269	46.1%
Construction	\$ 290,000	\$ 261,007	\$ -	\$ 18,769	\$ (18,769)	0.0%
Operations	\$ 432,800	\$ 275,055	\$ 446,100	\$ 187,062	\$ 259,038	41.9%
Debt Payments	\$ 217,000	\$ 216,648	\$ 382,000	\$ 75,097	\$ 306,903	19.7%
Principal	\$ 171,630	\$ 171,282	\$ 315,000	\$ 55,892	\$ 259,108	17.7%
Interest	\$ 45,370	\$ 45,366	\$ 67,000	\$ 19,205	\$ 47,795	28.7%
Total Irrigation Fund	\$ 939,800	\$ 752,710	\$ 828,100	\$ 280,928	\$ 547,172	33.9%
GDU O & M						
Salaries and Benefits	\$ 2,247,266	\$ 2,070,155	\$ 1,921,000	\$ 1,638,508	\$ 282,492	85.3%
Salaries	\$ 1,446,050	\$ 1,366,860	\$ 1,183,000	\$ 1,091,335	\$ 91,665	92.3%
Benefits	\$ 801,216	\$ 703,295	\$ 738,000	\$ 547,173	\$ 190,827	74.1%
Travel	\$ 17,115	\$ 7,099	\$ 14,000	\$ 22,650	\$ (8,650)	161.8%
Training	\$ 9,000	\$ -	\$ 4,000	\$ 3,239	\$ 761	81.0%
Utilities	\$ 87,000	\$ 79,965	\$ 93,000	\$ 59,622	\$ 33,378	64.1%
Contractual Services	\$ 2,066,225	\$ 2,004,988	\$ 423,000	\$ 201,749	\$ 221,251	47.7%
Supplies	\$ 624,000	\$ 552,792	\$ 225,000	\$ 353,934	\$ (128,934)	157.3%
Capital Purchases	\$ 385,000	\$ 296,614	\$ 400,000	\$ 377,108	\$ 22,892	94.3%
Small Equipment Purchases	\$ -	\$ -	\$ 11,000	\$ -	\$ 11,000	0.0%
Equipment Rental	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000	0.0%
Equipment Maintenance	\$ 236,240	\$ 196,809	\$ 505,000	\$ 163,283	\$ 341,717	32.3%
Safety	\$ 58,985	\$ 33,676	\$ 53,000	\$ 54,201	\$ (1,201)	102.3%
Miscellaneous	\$ 22,000	\$ 14,435	\$ 13,000	\$ 3,248	\$ 9,752	25.0%
Materials	\$ 232,000	\$ 79,073	\$ 475,000	\$ 305,002	\$ 169,998	64.2%
Total GDU O & M	\$ 5,984,831	\$ 5,335,606	\$ 4,187,000	\$ 3,182,544	\$ 1,004,456	76.0%
MR&I Fund						
Salaries & Benefits	\$ 73,000	\$ 71,839	\$ 82,000	\$ 54,915	\$ 27,085	67.0%
State Administration	\$ 103,835	\$ 57,058	\$ 153,000	\$ 34,706	\$ 118,294	22.7%
MR&I Project Expenditures	\$ 27,000,000	\$ 25,292,604	\$ 20,000,000	\$ 14,240,913	\$ 5,759,087	71.2%
Total MR&I Fund	\$ 27,176,835	\$ 25,421,501	\$ 20,235,000	\$ 14,330,534	\$ 5,904,466	70.8%
RRV Water Supply Project						
Right of Way	\$ 90,000	\$ 88,594	\$ 1,000,000	\$ 764,425	\$ 235,575	76.4%
Design/Construction in Progress	\$ 27,950,000	\$ 27,923,627	\$ 24,000,000	\$ 17,212,130	\$ 6,787,870	71.7%
Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Professional Services	\$ 520,000	\$ 513,483	\$ 400,000	\$ 242,056	\$ 157,944	61%
Financing/Legal/Administration	\$ 505,000	\$ 500,349	\$ 400,000	\$ 242,056	\$ 157,944	60.5%
Other Engineering	\$ 15,000	\$ 13,134	\$ -	\$ -	\$ -	0.0%
Debt Payments	\$ 331,491	\$ 331,491	\$ -	\$ 331,491	\$ (331,491)	0%
Principal	\$ 308,201	\$ 308,201	\$ -	\$ 278,935	\$ (278,935)	0.0%
Interest	\$ 23,290	\$ 23,290	\$ -	\$ 52,556	\$ (52,556)	0.0%
Total RRVWSP	\$ 28,891,491	\$ 28,857,195	\$ 25,400,000	\$ 18,550,102	\$ 6,849,898	73.0%
TOTAL ALL FUNDS	\$ 68,103,497	\$ 64,436,481	\$ 55,069,475	\$ 39,279,187	\$ 15,790,288	71.3%

**GARRISON DIVERSION CONSERVANCY DISTRICT
GDCD RECREATION GRANT PROGRAM
OUTSTANDING PROJECTS
July 1, 1990 to September 30, 2023**

COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2023	EXPENDITURES 04-23-15 to 12-31-2022	EXPENDITURES 1-1-23 to 09-30-23	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 09-30-23
Barnes	Shenney River Water Trail	04-29-21	\$ 51,005.00					\$ 51,005.00
Barnes	City Wimbledon-Bathroom/Park Upgrade	03-30-23		\$ 12,999.00		\$ 12,999.00		\$ -
Barnes	Valley City Parks-Hi-Line Pickleball Court	09-20-23		\$ 75,000.00				\$ 75,000.00
Bottineau	Kramer City Park	09-28-22	\$ 21,250.00					\$ 21,250.00
Bottineau	T-Bar Lift at Winter Park	09-28-22	\$ 75,000.00			\$ 75,000.00		\$ -
Bottineau	Turtle Mountain Pickle Ball	03-30-23		\$ 4,750.00		\$ 3,488.82	\$ (1,261.18)	\$ -
Bottineau	City of Landa-Restroom Facilites	09-20-23		\$ 6,250.00				\$ 6,250.00
Burleigh	Steckel Boat Landing Picnic Shelter	04-29-21	\$ 6,000.00					\$ 6,000.00
Burleigh	4H Arena Play Area	09-23-21	\$ 31,291.00					\$ 31,291.00
Burleigh	Sibley Campground Electrical Updates	09-23-21	\$ 36,746.00			\$ 36,746.00		\$ -
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
Cass	RRV Fair Campground Phase I	05-06-20	\$ 4,721.00				\$ (4,721.00)	\$ -
Cass	Casselton Parks Revitalization	10-01-20	\$ 1,995.00		\$ 605.00	\$ 655.00	\$ (735.00)	\$ -
Cass	Casselton Shared Use Path	09-23-21	\$ 50,000.00					\$ 50,000.00
Cass	Mapleton Shared Use Path	09-23-21	\$ 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				\$ 4,700.00
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
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
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					\$ 5,191.00
Foster	Baseball/Softball Diamond Renovations	03-30-22	\$ 75,000.00		\$ 12,507.93	\$ 24,797.50		\$ 37,694.57
Foster	Carrington West Park Renovation	03-30-22	\$ 61,202.00		\$ 22,500.00	\$ 16,006.00		\$ 22,696.00
Foster	Carrington -Baseball Diamond	09-20-23		\$ 26,906.00				\$ 26,906.00
Grand Forks	Bringewatt Park Water Station	09-23-21	\$ 10,000.00					\$ 10,000.00
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	Lincoln Drive Park Family Games Area	03-30-23		\$ 10,000.00				\$ 10,000.00
Grand Forks	Grand Forks -Kraft Field Turf Resurfacing	09-20-23		\$ 56,250.00				\$ 56,250.00
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					\$ 75,000.00
LaMoure	Sunset Park Revitalization Phase II	05-06-20	\$ 45,000.00		\$ 27,025.23			\$ 17,974.77
LaMoure	LaMoure Park-Sunset Park Swim Center	09-20-23		\$ 75,000.00				\$ 75,000.00
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
McKenzie	Tobacco Garden Shower/Bathroom	03-30-23		\$ 40,071.00				\$ 40,071.00
McLean	Walking/Bike Path Underwood	05-06-20	\$ 15,668.00				\$ (15,668.00)	\$ -
McLean	Lakeside Park Gazebo/Riverdale	04-29-21	\$ 1,500.00					\$ 1,500.00
McLean	Playground Equipment-Coleharbor	09-23-21	\$ 23,460.00			\$ 5,865.00		\$ 17,595.00
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	Sportsmen's Centennial Park Boat Ramp	03-30-23		\$ 6,250.00		\$ 4,480.04	\$ (1,769.96)	\$ -
McLean	McLean-Dynamite Bay Public Stairs	09-20-23		\$ 1,618.00				\$ 1,618.00
Nelson	Toina City Park Restrooms	10-03-18	\$ 21,933.00					\$ 21,933.00
Nelson	Stump Lake Playground	03-30-22	\$ 13,869.00			\$ 11,833.89	\$ (2,035.11)	\$ -
Nelson	Lakota Wading Pool	09-28-22	\$ 51,030.00			\$ 51,030.00		\$ -
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				\$ 40,202.00
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	Mouse River Park Campground Electrical	09-23-21	\$ 3,750.00			\$ 3,750.00		\$ -
Renville	Mohall Splash Pad	09-28-22	\$ 20,000.00			\$ 17,280.63		\$ 2,719.37
Renville	Mohall Splash Pad Phase II	03-30-23		\$ 6,875.00		\$ 6,875.00		\$ -
Richland	City Park Improvement-Abercrombie	04-29-21	\$ 34,682.00					\$ 34,682.00
Richland	Campground-Hankinson Park Board	04-29-21	\$ 29,984.00			\$ 15,789.61	\$ (14,194.39)	\$ -
Richland	Chaninkapa Park Multipurpose Shelter	03-30-22	\$ 42,000.00					\$ 42,000.00
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				\$ 9,750.00
Sargent	Silver Lake Bath House	05-06-20	\$ 6,377.00			\$ 6,377.00		\$ -
Sargent	North View Playground Milnor	03-30-22	\$ 14,210.00					\$ 14,210.00
Sargent	Gwinner Aquatic Center	09-28-22	\$ 75,000.00			\$ 19,962.50		\$ 55,037.50
Sargent	Forman-Main Street Pocket Park	03-30-23		\$ 2,213.00			\$ (2,213.00)	\$ -
Sargent	Forman-Central Park Community Gardens	09-20-23		\$ 1,375.00				\$ 1,375.00
Sheridan	Hoffer Lake Beach & Swimming Develop.	09-23-21	\$ 4,093.00					\$ 4,093.00

**GARRISON DIVERSION CONSERVANCY DISTRICT
GDCD RECREATION GRANT PROGRAM
OUTSTANDING PROJECTS
July 1, 1990 to September 30, 2023**

COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2023	EXPENDITURES 04-23-15 to 12-31-2022	EXPENDITURES 1-1-23 to 09-30-23	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 09-30-23
Sheridan	Sheridan County-Hoffer Lake Rec Area	09-20-23		\$ 2,850.00				\$ 2,850.00
Steele	City Park Development-Colgate	04-29-21	\$ 6,250.00					\$ 6,250.00
Steele	Finley-Park Playground Equipment	03-30-23		\$ 13,750.00				\$ 13,750.00
Stutsman	Park Bench Project-Stutsman County	04-29-21	\$ 3,113.00					\$ 3,113.00
Stutsman	Electrical Upgrades for Campers	09-23-21	\$ 1,750.00					\$ 1,750.00
Stutsman	Field Renovation Phase I	09-28-22	\$ 75,000.00					\$ 75,000.00
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				\$ 8,843.00
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	Lawrence Trapper Softball Lighting	03-30-23		\$ 35,072.00				\$ 35,072.00
Trail	Riverwalk Park & Trail System	05-06-20	\$ 89,973.00			\$ 42,149.05	\$ (47,823.95)	\$ -
Trail	Galesburg Playground	03-30-22	\$ 22,595.00		\$ 21,880.00			\$ 715.00
Trail	Hillsboro Park District	03-30-22	\$ 31,500.00			\$ 31,500.00		\$ -
Trail	Mayville-Basketball Courts	09-20-23		\$ 2,000.00				\$ 2,000.00
Trail	Mayville-Cometville Park Landscape	09-20-23		\$ 21,887.00				\$ 21,887.00
Trail	Mayville-Funbrella Shade	09-20-23		\$ 6,689.00				\$ 6,689.00
Ward	West Park-State Fair	05-06-20	\$ 26,450.00		\$ 21,861.60	\$ 4,588.40		\$ 0.00
Ward	Rice Lake Pavilion	05-06-20	\$ 26,950.00					\$ 26,950.00
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	ND State Fair-Full Service Camping Hook-ups	03-30-23		\$ 21,375.00		\$ 21,375.00		\$ -
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
Wells	Fessenden-Splash Pad	09-20-23		\$ 49,250.00				\$ 49,250.00
Williams	Confluence Beautification	05-06-20	\$ 3,675.00				\$ (3,675.00)	\$ -
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	Coyote Clay Target League Range	03-30-22	\$ 55,872.00			\$ 55,872.00		\$ -
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
								\$ -
TOTALS			\$1,893,199.00	\$1,152,007.00	\$118,662.57	\$537,860.29	(\$94,096.59)	\$ 2,294,586.55

GARRISON DIVERSION CONSERVANCY DISTRICT WATER ASSISTANCE GRANT PROGRAM OUTSTANDING PROJECTS June 1, 2021 to September 30, 2023										
COUNTY	Sponsor	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2023	EXPENDITURES 1-1-21 to 12-31-22	EXPENDITURES 1-1-23 to 09-30-23	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 09-30-23	
Barnes	BRWD	Finger, Blake	08-24-23		\$ 9,775.00				\$ 9,775.00	
Bureigh	SCRWD	Leier, Tavi	08-15-22	\$ 1,351.00				\$ 1,351.00	\$ -	
Benson	ASWUD	Sten, Tiffany	08-24-23		\$ 10,000.00		\$ 10,000.00		\$ -	
Benson	CPWD	Foss, Scott	08-24-23		\$ 10,000.00				\$ 10,000.00	
Cass	CRWD	Link, Steve	05-10-23		\$ 10,000.00		\$ 10,000.00		\$ -	
Cass	CRWD	Nudell, Riggs	05-10-23		\$ 10,000.00		\$ 10,000.00		\$ -	
Cass	CRWD	Pfeifer, Alex	05-10-23		\$ 10,000.00				\$ 10,000.00	
Cass	CRWD	Richard, Leroy	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	
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	
McKenzie	MCWRD	Heiser, Lynn	08-15-22	\$ 6,188.00			\$ 6,188.00		\$ -	
McKenzie	MCWRD	Linseth, Elyce & Tyler	05-10-23		\$ 10,000.00		\$ 10,000.00		\$ -	
McLean	NPRWD	Andes, Hunter	08-24-23		\$ 8,463.00		\$ 7,496.21	\$ 966.79	\$ -	
Nelson	TCRWD	Reinhart, Marlin	08-11-21	\$ 10,000.00				\$ 10,000.00	\$ -	
Ramsey	GRWD	Klemetsrud, Scott	05-18-22	\$ 1,650.00			\$ 1,650.00		\$ -	
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	BRWD	Smith, Wyatt	08-24-23		\$ 4,000.00		\$ 3,022.76		\$ 977.24	
Ransom	SEWUD	Johanneson, Deb	08-24-23		\$ 10,000.00				\$ 10,000.00	
Renville	USWD	Frame, Jane	05-18-22	\$ 6,550.00					\$ 6,550.00	
Richland	SEWUD	Andvik, Bruce & April	08-11-21	\$ 10,000.00			\$ 10,000.00		\$ -	
Richland	SEWUD	Wolters, Andy	08-15-22	\$ 8,475.00					\$ 8,475.00	
Sargent	SEWUD	Schmidt, Anthony	08-24-23		\$ 6,287.00				\$ 6,287.00	
Sargent	SEWUD	Storhaug, Travers & Brittany	08-24-23		\$ 2,035.00				\$ 2,035.00	
Stutsman	SRWD	Carlson, Layne	06-01-21	\$ 9,000.00				\$ 9,000.00	\$ -	
Stutsman	SRWD	Carlson, Ryan	06-01-21	\$ 9,000.00				\$ 9,000.00	\$ -	
Stutsman	SRWD	Christenson, Gordon	06-01-21	\$ 1,500.00				\$ 1,500.00	\$ -	
Stutsman	SRWD	Dunwoody, Clint	06-01-21	\$ 10,000.00				\$ 10,000.00	\$ -	
Stutsman	SRWD	Sabinash, Mike	06-01-21	\$ 10,000.00				\$ 10,000.00	\$ -	
Stutsman	SRWD	Reich, Becky	08-11-21	\$ 4,500.00			\$ 4,500.00		\$ -	
Stutsman	SRWD	Wahl, John	05-18-22	\$ 1,630.00					\$ 1,630.00	
Stutsman	SRWD	Dick, Lee	05-10-23		\$ 10,000.00				\$ 10,000.00	
Stutsman	SRWD	Haas, Eric	05-10-23		\$ 580.00				\$ 580.00	
Stutsman	SRWD	Kleven, Allen	05-10-23		\$ 1,120.00				\$ 1,120.00	
Stutsman	SRWD	Sortland, Brady	05-10-23		\$ 10,000.00				\$ 10,000.00	
Stutsman	BRWD	Peterson, Matt	08-24-23		\$ 10,000.00				\$ 10,000.00	
Stutsman	SRWD	Collins, Cecelia	08-24-23		\$ 2,565.00				\$ 2,565.00	
Stutsman	SRWD	Kamletz, Richard	08-24-23		\$ 1,950.00				\$ 1,950.00	
Stutsman	SRWD	Kienzle, Linda	08-24-23		\$ 2,250.00				\$ 2,250.00	
Stutsman	SRWD	Michel, Cody	08-24-23		\$ 3,210.00				\$ 3,210.00	
Stutsman	SRWD	Milo Trucking	08-24-23		\$ 3,500.00				\$ 3,500.00	
Stutsman	SRWD	Zillmer, Jordan & Erica	08-24-23		\$ 1,965.00				\$ 1,965.00	
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	Clark, Wade	08-24-23		\$ 10,000.00		\$ 10,000.00		\$ -	
Wells	CPWD	Erdman, Kyle	05-10-23		\$ 10,000.00		\$ 10,000.00		\$ -	
Wells	CPWD	Radamacher, Delaine	05-10-23		\$ 10,000.00		\$ 10,000.00		\$ -	
Wells	CPWD	Schmaltz, Jeremy	10-06-22	\$ 10,000.00			\$ 10,000.00		\$ -	
		City of Hannaford	2/10/2023		\$ 20,000.00		\$ 20,000.00		\$ -	
TOTALS					\$ 111,242.00	\$ 265,113.00	\$ 4,125.00	\$ 135,156.97	\$ 51,817.79	\$ 185,255.24

**GARRISON DIVERSION CONSERVANCY DISTRICT
WATER ASSISTANCE GRANT PROGRAM
COMPLETED PROJECTS
June 1, 2021 to December 31, 2022**

COUNTY	Sponsor	PROJECT	GRANT APPROVAL DATE	PROJECTS APPROVED 2021-2022	EXPENDITURES 6-1-21 to 12-31-22	AMOUNTS RETURNED TO PROGRAM
Benson	CPWD	Johnson, Keith & Jean	08-15-22	\$ 10,000.00	\$ 10,000.00	
Bottineau	USWD	Sponsel, Orvil & Shannon	05-18-22	\$ 3,989.00	\$ 3,989.00	
Burleigh	SCRWD	Irman, Mary Jo	06-01-21	\$ 1,511.00	\$ 1,510.25	\$ (0.75)
Burleigh	SCRWD	Roehrich, Cody	06-01-21	\$ 1,398.00	\$ 1,397.29	\$ (0.71)
Burleigh	SCRWD	Bloom, Jenny	04-07-22	\$ 7,474.00	\$ 7,474.00	
Eddy	CPWD	Rue, Dylan	06-01-21	\$ 3,800.00	\$ 3,800.00	
Foster	GRWD	Theis, Riley	04-07-22	\$ 10,000.00	\$ 10,000.00	
LaMoure	SRWD	Azzone, Tyler	05-18-22	\$ 4,450.00	\$ 4,450.00	
LaMoure	SRWD	Bolme Tyler	05-18-22	\$ 5,830.00	\$ 5,830.00	
McLean	MSRWD	Wannemacher, Melodie	10-06-22	\$ 5,259.00	\$ 5,259.00	
Nelson	TCRWD	Syverson, Joey & Kirstie	08-11-21	\$ 9,725.00	\$ 9,725.00	
Ramsey	GRWD	Eveslage, Travis	06-01-21	\$ 1,830.00	\$ 1,830.00	
Ramsey	GRWD	Kowal, Alex	06-01-21	\$ 1,830.00	\$ 1,830.00	
Ramsey	GRWD	Triepke, Travis	06-01-21	\$ 1,830.00	\$ 1,830.00	
Ramsey	GRWD	Myklebust, Lee	08-26-21	\$ 10,000.00	\$ 10,000.00	
Ramsey	GRWD	Wakefield, Bill	04-07-22	\$ 10,000.00		\$ (10,000.00)
Ramsey	GRWD	Samuelson Welding	05-18-22	\$ 1,550.00	\$ 1,550.00	
Ramsey	GRWD	Beattie, Larry & Karen	08-15-22	\$ 4,250.00	\$ 4,250.00	
Renville	USWD	Backes Brothers Farm	08-11-21	\$ 10,000.00		\$ (10,000.00)
Renville	USWD	Bloms, Brian	08-11-21	\$ 10,000.00		\$ (10,000.00)
Renville	USWD	Bloms, Richard	08-11-21	\$ 10,000.00		\$ (10,000.00)
Renville	USWD	Lynch, Andrew & Amanda	08-11-21	\$ 10,000.00		\$ (10,000.00)
Richland	SEWUD	Holck, Jeremy	08-11-21	\$ 6,442.00	\$ 6,441.50	\$ (0.50)
Sheridan	MSRWD	Stein, Chris & Angela	06-01-21	\$ 2,325.00	\$ 2,325.00	
Stutsman	SRWD	Ganser, Travis	06-01-21	\$ 2,500.00	\$ 2,500.00	
Stutsman	SRWD	Agri Partners ND, LLC	06-01-21	\$ 10,000.00	\$ 10,000.00	
Stutsman	SRWD	Martin, Renae	05-18-22	\$ 350.00	\$ 235.00	\$ (115.00)
Stutsman	SRWD	Gielser Ryan & Megan	05-18-22	\$ 2,280.00	\$ 2,064.81	\$ (215.19)
Stutsman	SRWD	Gillespie, Cheryl	05-18-22	\$ 2,280.00	\$ 2,280.00	
Stutsman	SRWD	Kolbo, Larry & Margo	05-18-22	\$ 2,280.00	\$ 2,064.81	\$ (215.19)
Stutsman	SRWD	Schauer, Breann & Mathew	05-18-22	\$ 750.00	\$ 750.00	
Stutsman	SRWD	Park Board East Boat Wash	05-18-22	\$ 4,400.00		\$ (4,400.00)
Stutsman	SRWD	Park Board West Boat Wash	05-18-22	\$ 800.00		\$ (800.00)
Stutsman	SRWD	The Meadows RV Park	05-18-22	\$ 1,250.00	\$ 1,250.00	
Stutsman	SRWD	Ganser, Travis	6/1/2021	\$ 6,250.00	\$ 6,250.00	
Stutsman	SRWD	VanRay, Troy	05-18-22	\$ 7,000.00	\$ 7,000.00	
Wells	CPWD	Schmeiss, Tim	08-15-22	\$ 2,242.00	\$ 2,242.00	
		City of Turtle Lake	09-08-21	6,154.00	5,891.64	(262.36)
TOTALS				\$192,029.00	\$ 136,019.30	(\$56,009.70)

Garrison Diversion Conservancy District
 Recreation Committee Meeting
 September 20, 2023
 Approved Projects

Annex III
 23-237

County	Sponsor	Project Place/Name	Approved
Barnes	Valley City Parks & Recreation District	Hi-Line Park Pickleball Court	\$ 75,000
Bottineau	City of Landa	Restroom Facilities	\$ 6,250
Cass	City of Casselton	Governor's Drive Shared Use Path	\$ 75,000
Cass	Fargo Park District	Pepsi Soccer Complex Playground	\$ 62,500
Dickey	Ellendale Park Board	Ice Skating Rink Expansion	\$ 4,500
Dickey	City of Oakes	Oakes Main Street Park	\$ 26,125
Foster	Carrington Park District	Baseball Diamond	\$ 26,906
Grand Forks	Grand Forks Park District	Kraft Field Infield Turf Resurfacing	\$ 56,250
LaMoure	LaMoure Park District	Sunset Park Swim Center	\$ 75,000
McHenry	City of Towner	Towner Baseball Field Renovation	\$ 3,750
McLean	McLean County Commission	Dynamite Bay Public Stairs	\$ 1,618
Ramsey	Devils Lake Park Board	Indoor Playground	\$ 37,500
Ramsey	Ramsey County Fair Board	Multi-Purpose Event Center	\$ 75,000
Sargent	City of Forman	Central Park Community Gardens	\$ 1,375
Sheridan	Sheridan County Park Board	Hoffer Lake Rec Area Tables/Courtesy Dock	\$ 2,850
Traill	Mayville Park Board	Basketball Courts @ Waterpark & Southside	\$ 2,000
Traill	Mayville Park Board	Cometville Park Landscape/Sign/Parking	\$ 21,887
Traill	Mayville Park Board	Funbrella Shade @ Waterpark	\$ 6,689
Ward	Ward County Parks	2024 Ward County Park Improvements	\$ 8,071
Ward	Minot Park District	Minot Pump Track	\$ 75,000
Wells	Fessenden Park Board	Fessenden Splash Pad	\$ 49,250
		TOTAL	\$ 692,521

GARRISON DIVERSION CONSERVANCY DISTRICT						
MR&I Project Construction Report						
September 30, 2023						
Project	Current Funding			2023		Federal
	Federal MR&I Funding	Prior MR&I Fund Expenditures	MR&I Fund Expenditures	MR&I Fund Expenditures	Total Expenditures	MR&I Funding Remaining
ENDAWS	\$ 3,870,000.00	\$ 240,772.30	\$ 240,416.46	\$ 240,416.46	\$ 481,188.76	3,388,811.24
NAWS-Biota Treatment Plant	\$ 60,261,678.15	\$ 35,750,453.72	\$ 12,455,728.72	\$ 12,455,728.72	\$ 48,206,182.44	12,055,495.71
Biota WTP Ultra Violet Reactor	\$ 707,125.00	\$ 362,659.00	\$ 269,518.30	\$ 269,518.30	\$ 632,177.30	74,947.70
Biota WTP Dissolved Air Flotation Equip	\$ 1,843,870.00	\$ 80,500.00	\$ 1,275,250.00	\$ 1,275,250.00	\$ 1,355,750.00	488,120.00
NAWS-Westhope All Seasons III	\$ 4,186,000.00	\$ 3,415,729.46	\$ 3,415,729.46	\$ 3,415,729.46	\$ 3,415,729.46	770,270.54
NAWS-Glenburn to Renville	\$ 3,058,343.00	\$ 2,689,518.18	\$ 2,689,518.18	\$ 2,689,518.18	\$ 2,689,518.18	368,824.82
NAWS-Westhope to Souris River	\$ 3,514,026.00	\$ 3,210,130.47	\$ 3,210,130.47	\$ 3,210,130.47	\$ 3,210,130.47	303,895.53
NAWS-Souris Corner to Bottineau	\$ 3,000,000.00	\$ 2,943,369.46	\$ 2,943,369.46	\$ 2,943,369.46	\$ 2,943,369.46	56,630.54
Totals	\$ 80,441,042.15	\$ 48,693,132.59	\$ 14,240,913.48	\$ 14,240,913.48	\$ 62,934,046.07	\$ 17,506,996.08

GARRISON DIVERSION CONSERVANCY DISTRICT MR&I BIL Agreement Project Construction Report September 30, 2023						
Current Funding						
Project	Federal MR&I Funding	Prior		2023		Federal MR&I Funding Remaining
		MR&I Fund Expenditures	MR&I Fund Expenditures	MR&I Fund Expenditures	Total Expenditures	
NAWS	\$ 33,545,000.00	\$ -	\$ -	\$ -	\$ -	33,545,000.00
Totals	\$ 33,545,000.00	\$ -	\$ -	\$ -	\$ -	\$ 33,545,000.00



October 18, 2023

Garrison Diversion Conservancy District
 Red River Valley Water Supply Project
 Transmission Pipeline East
 Bordulac to James River, Foster County, ND
 Task Order 5533, Contract 5C

BV Project 188972/415094
 BV File 55.5533.3

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

Dear Mr. DeKrey:

This letter provides the bid results of the bid opening held at Garrison Diversion Conservancy District's Carrington Office on September 21, 2023, at 2 p.m. local time. A total of four bids were received for the Transmission Pipeline East, Contract 5C project (the Project): all four bids were opened and read aloud. The bid results are as follows:

Table 1 – Bid Tabulation Summary

No.	Bidder	Base Bid	Differences Between Low Base Bid	Additive Bid Alternate No. 1	Total of Base Bid and Alternate No. 1	Differences Between Low Base Bid Plus Alternate No. 1
1	SJ Louis	\$69,135,254	\$0	\$2,020,483	\$71,155,737	\$0
2	Oscar Renda	\$76,663,355	\$7,528,101	\$3,009,230	\$79,672,585	\$8,516,848
3	Thalle	\$78,308,327	\$9,173,073	\$3,740,043	\$82,048,370	\$10,892,633
4	Harper Brothers	\$79,086,646	\$9,951,392	\$3,310,153	\$82,396,799	\$11,241,062
	Engineer's Estimate	\$80,002,065	\$10,866,811	\$4,298,900	\$84,300,965	\$13,145,228

SJ Louis Construction, Inc. of Rockville, Minnesota (SJ Louis) submitted both the apparent low Base Bid and the apparent low Base Bid plus Additive Bid Alternates No. 1. Oscar Renda Contracting, Inc. of Grapevine, Texas (Oscar Renda) submitted the second low bid in both cases. Thalle Construction Company, Inc. of Hillsborough, North Carolina (Thalle) submitted the third low bid in both cases.

Before providing a recommendation, this letter addresses the following considerations:

- Evaluation of the bids,
- Required qualifications for general contracting,
- Required qualifications for tunnel subcontracting, and
- Prequalification process for pipeline general contractors.

EVALUATION OF THE BIDS

A comparison of the Base Bid of the apparent low bidder and second low bidder shows a difference of \$7,528,101 or approximately ten percent. In general, the bids fell into two categories – the low bid of SJ Louis and the other three bidders and the Engineer's estimate. While ten percent lower is notable, it is within the range of common bidding variability. The Engineer's opinion of probable construction cost prepared by Black & Veatch was \$80,002,065, which was slightly higher than the four bidders. There were no other irregularities found in the apparent low bidder's Bid Form and its bidding documents.

REQUIRED QUALIFICATIONS FOR GENERAL CONTRACTING

To demonstrate a general contractor's qualifications to perform the work contemplated in the plans and specifications, Specification Section 00 45 20 – General Contractor Qualifications Submittal Package required general contractors to have the following minimum qualifications:

- A minimum of 10 years of experience installing large diameter steel pipe.
- At least three successfully completed projects within the last 10 years with these characteristics:
 - Projects must each have been at least 10,000 feet in length.
 - They must each have included installation of 42-inch or larger diameter pipe.
 - Projects must each have included steel pipe handling and installation.

The requirements of the General Contractor Qualifications Submittal Package included in the bidding documents were the same as those developed and required of the pipeline general contractor prequalification process undertaken earlier this year by Garrison Diversion.

REQUIRED QUALIFICATIONS FOR TUNNEL SUBCONTRACTING

In addition, a critical part of the Work is the trenchless crossings. Due to this fact, Specification Section 00 45 21 – Tunneling Contractor Qualifications Form was included in the specifications requiring the tunneling contractor/ subcontractor to have the following minimum qualifications:

1. At least 10 years of experience tunneling using similar equipment to that specified for this Project.
2. Two successfully completed projects within the last 10 years with these characteristics:
 - Must have each been at least 300 feet long,
 - Must have each included installation of 72-inch or larger diameter casing pipe, and
 - Must have each used similar machines to what is required for this project.
3. One successfully completed project in glacial geology within the last 10 years with these characteristics:
 - Must have been at least 300 feet long,
 - Must have included installation of 72-inch or larger diameter casing pipe, and
 - Must have used a similar machine to what is required for this project.

PREQUALIFICATION PROCESS FOR PIPELINE GENERAL CONTRACTORS

Garrison Diversion undertook a general contractor Prequalification Process earlier this year, which concluded on July 24, 2023. Through this process, seven general contractors were prequalified for the Owner's pipeline projects. Three bidders for this project (Oscar Renda Contracting, Thalle Construction, and Harper Brothers Construction) were prequalified having successfully demonstrated their qualifications and experience. Hence, a general contractor qualification submittal was not required of those three bidders.

SJ Louis did not participate in the Prequalification Process, so they were required to submit the same information with their bid that was required of the other general contractors. An evaluation of the qualifications SJ Louis submitted with its bid is provided below.

Evaluation of the Apparent Low Bidder, SJ Louis Construction, Inc.

The required general contractor qualifications had two levels of criteria. The first is minimum required criteria that must be met. These criteria included:

1. Does the Contractor have a minimum of 10 years of experience on steel pipeline projects using similar types of equipment?
2. Has the Contractor completed three projects of at least 10,000 linear feet on 42-inch diameter pipeline in the past 10 years?
3. Has the Contractor's license been revoked in the past five years?
4. Has a surety company completed a project for the Contractor in the past five years because the Contractor was in default?
5. At the time of bid, was the Contractor ineligible to bid on a public works contract in any State?
6. At the time of the bid, has any of the company's officers been convicted of a crime regarding the award or performance of a government contract?

Upon review of the information submitted with the bid, it was determined that SJ Louis met the required 10 years of experience for general contracting (Item No. 1 above). SJ Louis responded "No" to Item Nos. 3, 4, 5 and 6; BV has no available information indicating otherwise.

The apparent low bidder, SJ Louis, provided with its bid a list of four projects to demonstrate it met requirement No. 2. BV subsequently determined, through contact interviews and review of letters from project contacts provided by SJ Louis, that three of the referenced projects met the qualification requirements and one did not. See Table 2 for the evaluation of projects submitted. Three qualifying projects were required by the specifications, so SJ Louis does meet the specified minimum required general contractor qualification requirements.

In addition to the required minimum requirements, the qualifications requested information that would be considered in making an award. Table 3 provides a summary of the additional information that would be considered and BV's evaluation of the submitted materials:

Table 2 – SJ Louis’ Referenced Projects for Demonstration of Qualifications

Summary of Qualifications Required	Referenced Project	Engineer’s Evaluation of Acceptability
<p>General Contractor Qualifications At least three successfully completed projects within the last 10 years with these characteristics:</p> <ul style="list-style-type: none"> • Each project must have been at least 10,000 feet in length. • They must have included installation of 42-inch or larger diameter pipe. • Projects must have included steel carrier pipe handling and installation. 	<ol style="list-style-type: none"> 1. City of Columbus, OH, Upground Reservoir Project: Engineer was able to verify project information and successful completion with contact provided. 2. City of Gillette, WY; Madison Pipeline Project: Engineer verified technical project information through contact provided. 3. Canadian River Municipal Water Authority, Sanford, TX; Aqueduct Pipe Repairs: Engineer was able to verify project information and successful completion with contact provided. 4. East Kern Water Agency, Palmdale, CA; Antelope Valley Steel Underground Utility Project; Reference was not contacted as project did not meet time requirements. 	<ol style="list-style-type: none"> 1. Valid project reference. Project met time, material, size, and length requirements. 2. Valid project reference. Project met time, material, size, and length requirements per a letter previously provided by the City of Gillette City dated February 25, 2022. The Gillette City Attorney’s letter of February 25, 2022, indicated the referenced project was completed, work performed by SJ Louis was of high quality, and the project was completed within budget. In a subsequent October 10, 2023, discussion between Attorney Norgard and the Gillette City Attorney, the City Attorney noted the project was not completed on time. However, we do not believe this factor by itself is sufficient to disqualify the project as a reference. 3. Valid project reference. Project met time, material, size, and length requirements. 4. Not a valid project reference. Information submitted by SJ Louis indicates project met size, length, and material requirements; however, the project is outside the 10-year window of September 21, 2013, to September 21, 2023, having been completed in April 2011 per SJ Louis’ information.

Table 3 – Evaluation of SJ Louis’ Other Responses in Its Qualifications Package

Evaluation Criteria	SJ Louis Response	BV Evaluation
Was your company in bankruptcy at any time in the past five years?	No	BV has no information to indicate otherwise.
In the past five years, has a stop work order been issued against your company on a construction project?	Yes	BV concurs with the answer provided by SJ Louis, and BV is aware of at least one stop work order that occurred in Waukesha, Wisconsin.
In the past five years, has a claim against your company been filed in court or in arbitration (amounts greater than \$500,000).	No	<p>The answer is erroneous based upon a review of public records:</p> <ol style="list-style-type: none"> 1. Water District No. 1 of Johnson County, Kansas v. S.J. Louis Construction, Inc., Case No. 2:21-CV-02070, Filed 2/9/21, US District Court, District of Kansas. Contracts - STIPULATION OF DISMISSAL, 4/8/22. 2. Water District No. 1 of Johnson County, Kansas v. S.J. Louis Construction, Inc., Case No. 21CV00176, Filed 1/13/21, Kansas District Court. Contracts – TERMINATED. 3. Plaintiff North Texas Municipal Water District, Defendants SJ Louis Construction of Texas, Ltd. et. al., Filed 11/25/2019, Collin County District Courts, Collin, Texas.
In the past five years, has your company made a claim against any owner concerning work on a project or payment for a contract filed in court or arbitration?	No	<p>This answer is erroneous based upon a review of public records:</p> <ol style="list-style-type: none"> 1. Lewis & Clark Rural Water System, Filed 1/7/2020, Plaintiff SJ Louis Construction, Inc., \$1.7 million in dispute. 2. Water District No. 1 of Johnson County, Decided 4/30/2021, Court of Appeals of Kansas, Appellant SJ Louis Construction, Inc.
In the past five years, has any insurance carrier, for any form of insurance, refused to renew the insurance for your company?	No	BV has no information to indicate otherwise.
Has a State OSHA cited and assessed penalties against your company for any serious, willful, or repeat violations of its health or safety regulations in the past five years?	No	BV has no information to indicate otherwise.

Evaluation Criteria	SJ Louis Response	BV Evaluation
Has the federal OSHA cited and assessed penalties against your company for any serious, willful, or repeat violations of its health or safety regulations in the past five years?	Yes - the response identifies one incident.	Information obtained from the OSHA website indicates a more extensive record of OSHA actions than SJ Louis' information and answer suggests: <ol style="list-style-type: none"> 1. Yankton, SD, 10/12/2018, serious violation with \$12,935 penalty assessed by OSHA. 2. Waukesha, WI, 4/6/2021, marked as open, current penalty of \$28,131 for two serious violations and two other violations as per OSHA, formal settlement. 3. Mansfield, TX, 6/16/2021, violations removed, and no penalty assessed, formal settlement. 4. New Berlin, WI, 7/30/2021, violations removed, and no penalty assessed, formal settlement. 5. Franklin, WI, 10/22/2021, marked as open, current penalty of \$25,918 for two serious violations and one other violations as per OSHA, formal settlement. 6. Franklin, WI, 10/22/2021, marked as open, current penalty of \$25,918 for two serious violations and one other violations as per OSHA, formal settlement. 7. Muskego, WI, 10/22/2021, marked as open, current penalty of \$23,378 for one serious violation, one repeat violation, and one other violation as per OSHA, formal settlement. 8. Franklin, WI, 4/4/2022, marked as open, current penalty of \$3,170 for one other violation as per OSHA, formal settlement.
Has the North Dakota Department of Environmental Quality, EPA or any Air Quality Management Owner or any Regional Water Quality Control Board cited and assessed penalties against either your company or the Owner of a project on which your company was the Contractor in the past 5 years?	No	BV has no information to indicate otherwise.
List your company's experience rating for each of the past five years.	2018 - 0.80 2019 - 0.76 2020 - 0.87 2021 - 0.73 2022 - 0.83	
Within the past five years, was there ever a time when your employees were without workers compensation or state approved self-insurance?	No	BV has no information to indicate otherwise.



The following observations are made regarding the other information provided by SJ Louis:

- The first general category of other considerations is safety. A review of OSHA violations by SJ Louis in the public record suggests there are more violations than they have reported. However, at the same time, their Experience Modification Rate (EMR) is reasonable by industry standards. Of these two criteria, the EMR is a better representative of their actual safety record. BV considers their safety record, based on the EMR, to be acceptable.
- The second category of other considerations is SJ Louis's record of either having claims being made against it by a project owner or making claims against the project owner. They answered "No" to these questions. In reality, there are claims being made both by project owners against SJ Louis and by SJ Louis against project owners. BV finds this a significant misrepresentation by SJ Louis. Underground construction is inherently risky and recent claims, by or against a construction company, should not by itself be a reason for disqualification. However, misrepresenting the claims speaks to the trustworthiness of a construction company.

In addition to the pipeline general contractor qualifications, bidders were also required to demonstrate tunneling qualifications. SJ Louis is subcontracting the tunneling work to Minger Construction (Minger) per the information shown on Specification Section 00 43 36 - Proposed Subcontractors, Suppliers, and Manufacturers Questionnaire and Section 00 45 21 Tunneling Contractor Qualifications Form each submitted with the bid. Minger has been previously qualified for the tunneling work and has performed all tunneling work to date on RRVWSP transmission pipeline projects.

Article 3 – Qualifications of Bidders of Section 00 21 13 – Instructions to Bidders of the project specifications address the qualifications of Bidders and the required accuracy of information provided on the qualification forms. Specifically, Articles 3.04 and 3.05 state the following:

“3.04. Bidder shall attest that all information supplied on the qualification forms by the Bidder is true and correct under penalty of perjury.

3.05. Project references provided by the apparent low Bidder will be contacted to verify information supplied by Bidder is accurate and correct. Any false statements or inaccurate information included in the qualification's forms may deem the Bidder to be non-responsive. Furthermore, false statements on any of the qualification forms will be considered by Owner in the award of this bid and future bids.”

Recommended Action. Based on the misrepresentations included in SJ Louis's qualifications submittal discussed above and Article 3 – Qualifications of Bidders, which have been partially excerpted above, SJ Louis is deemed non-responsive, and SJ Louis is not considered the lowest, **responsible** bidder. Therefore, BV recommends against making the award to SJ Louis.

Evaluation of the Apparent Second Low Bidder, Oscar Renda Contracting, Inc.

As noted previously, Garrison Diversion undertook a general contractor Prequalification Process earlier this year. Through this process, general contractors were prequalified for the Owner's pipeline projects. Oscar Renda was among those firms prequalified having successfully demonstrated their qualifications and experience. Hence, a general contractor qualification submittal was not required of Oscar Renda for this bid.

Oscar Renda intends to subcontract the tunneling work to Southland Contracting, Inc. (Southland) per the information shown on Specification Section 00 43 36 - Proposed Subcontractors, Suppliers, and Manufacturers Questionnaire and Section 00 45 21 Tunneling Contractor Qualifications Form each

submitted with the bid. Southland provided a list of five tunneling projects to demonstrate their tunneling qualifications, which are shown in Table 4 below. References for the five Southland projects were contacted: two provided positive responses and one response was troublesome, as it included a tunnel collapse. BV was unable to reach two of the references after multiple attempts. BV subsequently determined two projects met the specification requirements; two qualifying projects were required so Southland met this portion of the qualification requirements.

In addition to the two representative tunneling projects, one additional project reference demonstrating tunneling in glacial geology was required. Criteria and projects submitted by Southland are shown in Table 4. Two project references were located in Texas, one project was in Nevada, one project was in Hawaii, and one project was in Colorado. Glacial geology is not present in any of these states, so none of the five projects submitted by Oscar Renda, as representative projects, met this requirement. Southland does not, therefore, meet the specified tunneling subcontractor qualifications requirements by information submitted with its bid.

Upon advice of Garrison Diversion legal counsel, Vogel Law, and direction from Garrison Diversion management staff, BV reached out to Oscar Renda after the bid to determine if they could provide a tunneling project reference meeting the glacial geology requirements of the Specifications. Oscar Renda subsequently provided information about a project in Mississauga, Ontario, Canada. The name of the project provided is the Hanlan Feedermain and Mississauga City Centre Watermain (Contract 3) project, which was tunneled in shale and soft ground. Upon review of the information provided, including a geotechnical baseline report, BV determined the project met technical requirements of the Tunneling Subcontractor Qualifications Form. In addition, the Owner reference (Region of Peel) contacted by BV provided a positive response of the work completed by Southland. Therefore, the sixth project reference (received after the bid opening) demonstrates Oscar Renda, in conjunction with its tunneling subcontractor, Southland, meets the tunneling qualification requirements.

Recommended Action. Award the Bid to the second low bidder, Oscar Renda Contracting, Inc., as they are a prequalified pipeline general contractor. Their tunneling subcontractor, Southland, has demonstrated its tunneling qualifications meet requirements, and Oscar Renda has no other irregularities with their bidding documents or bid.

Table 4 – Southland Contracting, Inc. Projects for Demonstration of Tunneling Qualifications

Summary of Qualifications Required	Referenced Project	Engineer’s Evaluation of Acceptability
<p>Tunneling Qualifications Two successfully completed projects within the last 10 years with these characteristics:</p> <ol style="list-style-type: none"> Must have been at least 300-ft long, Must have included installation of 72-inch diameter or larger casing pipe, and Must have used similar machines to what is required for this Project. <p>One successfully completed project in <u>glacial geology</u> within the last 10 years with these characteristics:</p> <ol style="list-style-type: none"> Must have been at least 300-ft long, Must have included installation of 72-inch diameter or larger casing pipe, and Must have used similar machines to what is required for this Project. 	<ol style="list-style-type: none"> North Texas Municipal Water District, Wylie, TX; CMAR Garney Companies, Inc.; Segment E – Bois d’Arc East Fork Trinity River. Tarrant Regional Water District, Fort Worth, TX; IPL Section 17 Trinity River Tunnel. City and County of Honolulu, HI; Kaneohe-Kailua Sewer Tunnel Project. Clark County Water Reclamation District, Las Vegas, NV; Paradise Whitney Interceptor Phase 3. City of Greeley, CO; Bellevue Transmission Pipeline North Segment. Region of Peel, Mississauga, Ontario, Canada; Hanlan Feedermain & Mississauga City Centre Watermain (Contract 3). 	<ol style="list-style-type: none"> Valid project reference. The project met length, diameter, and time criteria. Tunneling was not in glacial geology. Invalid project reference. The project met length, diameter, and time criteria. However, initial tunnel collapsed, and work had to be restarted. Tunneling was not in glacial geology. Invalid project reference. The project met length, diameter, and time criteria. Tunneling was not in glacial geology. BV was unable to reach this project reference after multiple attempts, so this referenced project is not accepted. Valid project reference. The project met length, diameter, and time criteria. Tunneling was not in glacial geology. Invalid project reference. The project met length, diameter, and time criteria. Tunneling was not in glacial geology. BV was unable to reach this project reference after multiple attempts, so this referenced project is not accepted. Valid project reference. The project met length, diameter, and time criteria. Tunneling was in glacial geology. <p>Notes:</p> <ul style="list-style-type: none"> None of the five referenced projects the Bidder originally submitted with its Bid were completed in glacial geology, which was a tunneling qualification criterion as identified in column 1 to the left. The sixth project listed above and to the left was completed in glacial geology, but the information was submitted after the bid upon the request of Garrison Diversion and BV.



That concludes our bid evaluation and recommendation of award. If you have any questions concerning this recommendation for the subject project, please contact us,

Sincerely,
BLACK & VEATCH CORPORATION

A handwritten signature in blue ink that reads 'Paul Boersma'.

Paul Boersma
Associate Vice President

KAR/la

Enclosure(s):

cc: Mr. Kip Kovar, GDCD
Ms. Tami Norgard, Vogel Law
File

BLACK & VEATCH CORPORATION

A handwritten signature in blue ink that reads 'Kurt A. Ronnekamp'.

Kurt A. Ronnekamp
Sr. Project Manager

**Red River Valley Water Supply Project
Planning Level Budget**

September 30, 2023	Percent Complete	Current Estimate	Actual Expenses	Outstanding Expenses
Conceptual Design Subtotal		\$ 5,302,130	\$ 5,302,130	\$ -
Preliminary Design Subtotal		\$ 10,217,606	\$ 10,217,606	\$ -
Final Design Completed Subtotal		\$ 10,198,949	\$ 10,198,949	\$ -
Financial, Administration, Legal, Completed		\$ 1,397,474	\$ 1,397,474	\$ -
Land Acquisition Completed		\$ 1,593,004	\$ 1,593,004	\$ -
Subtotal Completed		\$ 28,709,162	\$ 28,709,162	\$ -
Financial Modeling/Cost Allocation	90%	\$ 1,521,047	\$ 1,372,466	\$ 148,581
Program Management Information System	93%	\$ 113,100	\$ 105,434	\$ 7,666
Stakeholder Support	99%	\$ 398,830	\$ 392,874	\$ 5,956
Subtotal	92%	\$ 2,032,977	\$ 1,870,774	\$ 162,203
Engineering/Land Acquisitions				
Missouri River Intake - Screen Structure Design	99%	\$ 1,444,000	\$ 1,436,627	\$ 7,373
Land Acquisition 2019/2021	180%	\$ 650,000	\$ 1,168,092	\$ (518,092)
2019 to 2021 Biennium Program Management Services	100%	\$ 166,191	\$ 166,191	\$ (0)
Project Planning, Finance, Admin, etc.	63%	\$ 433,809	\$ 273,484	\$ 160,325
Final Design Transmission Pipeline - 5b	100%	\$ 545,000	\$ 545,000	\$ (0)
Final Design Transmission Pipeline - 5c & 5d	86%	\$ 970,000	\$ 831,093	\$ 138,907
Final Design Transmission Pipeline - 6	82%	\$ 4,000,000	\$ 3,268,825	\$ 731,175
Geotech Transmission Pipeline - 7	55%	\$ 397,000	\$ 219,401	\$ 177,599
Acquire Easements	17%	\$ 2,919,000	\$ 483,906	\$ 2,435,094
Admin/Finance/Legal	61%	\$ 2,739,677	\$ 1,665,508	\$ 1,074,169
Financial Modeling/Cost Allocation	97%	\$ 528,000	\$ 514,216	\$ 13,784
Pipeline Extensions	76%	\$ 436,000	\$ 331,730	\$ 104,270
Financial/Legal/Stakeholder	0%	\$ 583,093		\$ 583,093
Operational Plan Phase 1	100%	\$ 106,000	\$ 106,000	\$ -
Operational Plan Phase 2	77%	\$ 430,584	\$ 332,267	\$ 98,317
PMIS Procurement & Implementation	59%	\$ 498,000	\$ 295,452	\$ 202,548
Contractor Qualifications	54%	\$ 158,000	\$ 85,843	\$ 72,157
ENDAWS Land Services	44%	\$ 181,750	\$ 80,155	\$ 101,595
ENDAWS-Local Portion	64%	\$ 309,750	\$ 199,532	\$ 110,218
Engineering & Land Acquisition Subtotal		\$ 14,756,177	\$ 10,337,815	\$ 4,418,362
Construction				
Pipeline 5A & Trenchless	93%	\$ 10,155,978	\$ 9,418,636	\$ 737,342
Construction Contract	100%	\$ 8,393,396	\$ 8,393,396	\$ (0)
Bidding Services	100%	\$ 75,621	\$ 75,621	\$ 0
Construction Phase Services	109%	\$ 868,145	\$ 949,618	\$ (81,473)
Contingency	<i>if needed</i>	\$ 818,816	\$ -	\$ 818,816
Discharge Structure	72%	\$ 2,436,800	\$ 1,750,168	\$ 686,632
Construction Contract	100%	\$ 1,521,884	\$ 1,521,884	\$ 0
Bidding Services	100%	\$ 40,736	\$ 40,736	\$ 0
Construction Phase Services	97%	\$ 193,000	\$ 187,549	\$ 5,451
Contingency	<i>if needed</i>	\$ 681,180	\$ -	\$ 681,180
Missouri River Intake Wetwell	94%	\$ 5,690,495	\$ 5,370,109	\$ 320,386
Construction Contract	95%	\$ 4,950,907	\$ 4,721,446	\$ 229,461
Bidding Services	100%	\$ 36,662	\$ 36,662	\$ (0)
Construction Phase Services	100%	\$ 612,000	\$ 612,000	\$ (0)
Contingency	<i>if needed</i>	\$ 90,926	\$ -	\$ 90,926
Missouri River Intake Screen Structure & Tunnel	89%	\$ 23,495,616	\$ 20,957,938	\$ 2,537,678
Construction Contract	88%	\$ 20,910,616	\$ 18,398,635	\$ 2,511,981
Construction Phase Services	99%	\$ 2,585,000	\$ 2,559,303	\$ 25,697
Contingency	<i>if needed</i>	\$ -	\$ -	\$ -
Pipeline 5B	34%	\$ 51,600,000	\$ 17,427,494	\$ 34,172,506
Construction Contract	34%	\$ 44,644,077	\$ 14,972,231	\$ 29,671,846
Construction Phase Services	55%	\$ 4,486,000	\$ 2,455,263	\$ 2,030,737
Contingency	<i>if needed</i>	\$ 2,469,923	\$ -	\$ 2,469,923
Pipeline 5C				
Pre-Construction Services		\$ 26,825	\$ 26,825	\$ -
Construction Subtotal	59%	\$ 93,405,714	\$ 54,951,170	\$ 38,454,544
Total Program Budget	69%	\$ 138,904,030	\$ 95,868,922	\$ 43,035,108

Bureau of Reclamation Activities

Garrison Diversion Board of Directors Meeting
October 19, 2023

Municipal, Rural, and Industrial Program

Rural Water Budgets:

Rural Water Budgets	Final FY 2022*	FY2023*
GDU	81.357	38,425
State	51.177	15.450
Tribe	30.180	22.975
Lewis & Clark	97.414	78.600
Fort Peck	24.191	15.000
Rocky Boys	76.004	97.321
Musselshell- Judith	37.000	27.600
E NM	177.400	96.140
Total	493.366	353.086

*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), Snake Creek Pumping Plant Intake Modification (Contract 6-1A), and the South Prairie Reservoir and Hydraulic Control Structure (Contract 5-1A/B). Contract 4-4B/5-4B Bottineau Reservoir and Pump Station has been awarded and had a preconstruction meeting. Contract 2-1E Snake Creek Pumping Plant Discharge Pipeline was advertised and a contract awarded. A preconstruction meeting is being scheduled. The Minot WTP Phase III (Contract 7-1C), the Souris Reservoir & Pump Station (Contract 4-4A/5-4A) and the Biota WTP Phase II (Contract 7-2B/4-1B) projects are in the design phase.

Contract 4-4B/5-4B Bottineau Reservoir and Pump Station and Contract 2-1E, Snake Creek Pumping Plant Discharge Pipeline project will be funded with Bipartisan Infrastructure Law (BIL) funds (65 percent) State funds (35 percent). Reclamation executed a modification to the BIL agreement (R23AC00093) in September 2023.

Reclamation has collaborated with the Department of Water Resources and the City of Minot to prepare an Operations & Maintenance agreement for the NAWS Biota Water Treatment Plant. The Department of Water Resources and the City of Minot are parties to this agreement, with Reclamation. The Minot city council will consider the agreement at their council meeting on

October 16, 2023. Pending the approval of the City, Reclamation will send the Memorandum of Agreement to the parties for signature. Reclamation is drafting a cooperative agreement between Reclamation and the Department of Water Resources which will be the funding mechanism by which Reclamation can provide Federal funds for the Operations and Maintenance of the Biota Water Treatment Plant.

In May 2023, Reclamation hosted a meeting of the NAWS Biota WTP Adaptive Management Team and shared a revised draft of the Adaptive Management Plan to the team for their review and comment. Comments were requested by July 1, 2023, and a couple team members requested an extension. Comments have been received by the Department of Water Resources and the Environmental Protection Agency (EPA). Reclamation will review the comments received and revise the draft Plan as appropriate and share it with team members. Another team meeting will be scheduled this winter.

Eastern North Dakota Alternate Water Supply (ENDAWS)

Reclamation, Garrison staff, and Garrison's consultant met to discuss proposed reroutes of the ENDAWS pipeline based on input from the U.S. Fish & Wildlife Service. Reclamation concurred with the reroutes and will coordinate sharing this information with the U.S. Fish & Wildlife Service at Audubon refuge. 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.

Southwest Pipeline Project

Contract 1-2A, Supplementary Raw Water Intake – The marine and pipe contractors encountered some unanticipated issues with the horizontal drilling. Additional geotechnical assessments are almost complete, and the Department of Water Resources is working with the contractor on a claim filed.

Reclamation is meeting with Department of Water Resources staff and engineering consultant to discuss plans for a future project to increase the capacity of a main transmission line. The purpose of the meeting is to share project information with Reclamation so a decision can be made on additional NEPA/National Historic Preservation Act (NHPA) compliance that may be needed for the proposed project. Meeting is scheduled for October 16, 2023.

Cooperative Agreement

Reclamation and Garrison Diversion's working relationship for the State Municipal, Rural, and Industrial (MR&I) Program is defined by the terms of a Cooperative Agreement (R17AC00049). Eighteen modifications have been completed for this agreement for the purposes of adding construction projects, engineering projects, and/or obligating funds to the agreement. The most recent modification was executed in September 2023. This modification added year-end funding in the amount of \$169,721.66 for use by projects included in the scope of work.

Another cooperative agreement (R23AC00093) was executed in June 2023 to obligate FY2022 BIL funds (\$33,545,000) and included design and construction tasks associated with Phase II of the NAWS Biota Water Treatment Plant in the scope of work. The first modification to this agreement was executed in September 2023, to obligate the FY2023 BIL funding (\$5,000,000) and add the Bottineau Reservoir and Pump Station contract and the Snake Creek Pumping Plant Discharge Pipeline contract to the scope of work of the agreement.

Buy America Waiver

Previously the Dakotas Area Office reported that it had received clarification on the request for a waiver of the Buy American requirement associated with the Biota WTP Phase I construction contract. It had been determined that a waiver for this Phase I contract was not needed and Dakotas Area Office had verbally communicated this to the State and Garrison. Dakotas Area Office has recently been notified that this interpretation on a waiver has changed. A waiver for Phase I is needed, and until a waiver is received for this contract, FY 2023 appropriated funds available for the project cannot be expended.

Reclamation is also pursuing a Rural Water Program waiver that would exempt all Reclamation's authorized rural water programs from the Buy America requirements. On September 28, 2023, the Department of the Interior submitted this program waiver to the Office of Management and Budget for their consideration and public review process.

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 is March 31, 2022. Due to several of the construction supplies having long lead times, the Substantial Completion date will not be met. The ceramic membranes were delivered to the Standing Rock Water Treatment Plant on November 16, 2021. The latest update to the construction schedule indicates a completion in December 2023.

The demolition of the Fort Yates Water Treatment Plant and intake was advertised on October 29, 2021, with a bid opening held on November 30, 2021. There was one bid received in the amount of \$2,961,634.91 from Wagner Construction. This bid is \$1,471,928.36 below the

Technical Service Center engineer's estimate of \$4,433,563.27. Wagner Construction is currently in the process of submitting the submittals required by the contract specifications. The work includes the demolition of the Water Treatment Plant and associated features, the demolition of the intake site, and the reclamation of the lagoons and ponds. These features have been decommissioned from the Standing Rock Rural Water System and no longer serve a purpose. The Technical Service Center completed the 100 percent plans and specifications, and the Tribe's engineer, Bartlett & West, is administering the contract. The award of the Fort Yates Demolition project to Wagner Construction was approved at the February 2022 Tribal Council meeting and contract documents have been executed. A pre-construction conference was held on March 30, 2022. Construction began with reclamation of the lagoons and ponds in late October 2022 and continued into December when Wagner shut down due to adverse weather conditions. Wagner's construction crew was back on site in May 2023 working on the pond/lagoon area. Demolition of the WTP building started in August 2023. All demolition work has been completed and the last of the slime sludge has been removed from the site. The pre-final inspection is scheduled for October 13, 2023.

Construction Contract 4-1 Schedule 1 was bid on July 7, 2022, with two bidders. The low bidder was Carstensen Contracting with a bid of \$4,147,931.08. This project includes installation of approximately 126,420 lineal feet of 2 inch through 4 inch diameter ASTM D2241 gasketed joint PVC pipe, connection of 24 services, an 8 inch water line relocation, wet tap tie-ins, road and stream crossings and all other related appurtenances. The final completion date is July 31, 2023. Carstensen Contracting started construction in late October 2022 and worked into December when they had to shut down due to adverse weather conditions. Carstensen started construction again June 5, 2023. As of the September Pay Application the project was 88 percent complete.

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. The remaining funding was a U.S. Department of Agriculture (USDA) grant. This project includes installation of 54,013 feet of 6 inch PVC SDR 17 water main, 1,458 feet of 12 inch yelomine directional drilled casing, 4,845 feet of 6 inch 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 ½ inch stainless steel saddle with corporation stop, 1 - 1 ½ inch curb stop, 940 feet 1 ½ 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 is working on disinfecting, flushing, and testing the lines.

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, 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.

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 most recently are working with North Dakota Water Resources and North Dakota Game and Fish to explore service options for the town of Oberon and the White Horse Hill Game Preserve.

Fort Berthold Rural Water System (FBRWS)

The Tribe-FBRW has a growing need for temporary MR&I raw water intakes throughout the reservation. Reclamation will submit permit applications to the U.S. Army Corps of Engineers for the temporary intakes as the sites become known and adequate information is available to do so.

The Tribe-FBRW was awarded \$54.38 million of Infrastructure Investment and Jobs Act (IIJA) - Bipartisan Infrastructure Law (BIL) Aging Infrastructure (AI) funds. FBRW sent Region an email that requested to enter a 638 contract for those AI funds, along with a copy of the resolution passed by the Tribal Business Council for that P.L. 93-638 contract. In July a Management Standards Review was conducted, the results of which will be reported to the Tribe in October. IHS anticipates awarding BIL funds to the Tribe, including for some projects that received BIL funds from Reclamation. The Tribe passed resolutions to fund some projects, using non-Federal funds.

Each of the six Segment Representatives have plans for significant development in their Segments. When funds from Reclamation are not available, then other sources (Tribal dollars) would be used to cover the costs. Projects using non-Federal Tribal funds are anticipated to be conducted in a manner that meet Federal requirements, making the costs reimbursable if a new Dakota Water Resources Act construction ceiling is authorized.

The programmatic Environmental Assessment is nearly complete for the Fort Berthold Rural Water System. It is anticipated to be finalized in October/November 2023.

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 with the project approaching substantial completion.

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 & Specs, and re-advertised fall 2020. Negotiations with contractor took place with the project being awarded spring 2021. Construction has begun with the foundation and walls of pump station being completed. Interior work continued through the winter with excavation of reservoir currently taking place with substantial completion scheduled for this fall.

Contract 1-10 Highway 43 Corridor Phase 3 – This project continues to add main line and service connections along Highway 43 west of the Lake Upsilon area (Phase 2). This project will complete a loop in the system to ensure reliable service to the community. Design is complete. Turtle Mountain worked with Rollet County as a project sponsor to secure North Dakota state grant funding. Project was advertised and awarded on August 10, 2022, with construction taking place this summer and construction being approximately 50 percent complete before winter shut down. Construction has restarted this spring and is nearing substantial completion.

Contract 4-2 Belcourt Sewer and Water Phase 4 – This project will replace aging existing water and sewer lines within Belcourt. It does not have any Bureau of Reclamation funding. It was awarded and began construction in May 2022. Construction began summer 2022 and is near substantial completion.

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 Aging Infrastructure Funding. It was advertised and awarded to Marion Contracting for \$6,335,487. Project currently under construction.

Contract GP-20-J85 San Haven Water Main Replacement – Replacement of water main in the vicinity of San Haven. Plans and Specs were delivered to Reclamation for review, and comments were provided. The project was advertised and awarded in July 2022 with the project nearing substantial completion.

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 is still being negotiated, with work on the PRV to be completed when agreement is finalized.

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 will be coordinating with North Dakota congressional staff for protentional legislation.

Snake Creek Pumping Plant (SCPP)

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 Corps of Engineers in preparing their Dam Safety Modification Study and National Environmental Policy Act (NEPA) review. The preferred alternative removes the 43 feet reservoir restriction and focuses any future reservoir restrictions to be based on embankment performance data at the time. Reclamation and Garrison Diversion continue to prepare a feasibility design and cost estimate to provide water to Snake Creek Pumping Plant and the McClusky Canal should a Lake Audubon restriction be implemented.

McClusky and New Rockford Canals

Reclamation conducted bridge inspections on October 3-4 for Reclamation owned bridge at SCPP, McClusky and New Rockford Canals.

Irrigation

Jamestown Dam

Jamestown Dam Periodic Facility Review was conducted on September 13, 2023. Fall drawdown to the base flood control pool elevation 1429.8 has begun.

Turtle Lake and McClusky Canal Irrigation Areas

Reclamation and Garrison Diversion executed the irrigation repayment contract to increase the 2023 irrigated acres by 595 acres, to a total of 7,842.6. Reclamation amended the repayment contract in September to correct errors in the exhibits. Reclamation will be amending the project use power contract to include these acres for the 2024 irrigation season.

Standing Rock Irrigation Project

Tribe's FY23 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. At Eagle Unit a pipeline inspection of the 30" pipe to determine the integrity of it is in the schedule, since it has not been inspected since installation in 1985. 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.

Recreation Development

Chain of Lakes

The interagency agreement for law enforcement from National Park Service (NPS) was not completed this year, but we will be reaching out to the staff at Knife River soon to set up a meeting and discuss the necessary steps to establish an agreement for next season.

Work at Hoffer Lake is still being completed and moving forward smoothly. However, there are potential issues with the ASAP system.

Camp hosts at Chain of Lakes have ended for the season, traffic counters have been picked up, and data from the season is now being analyzed.

North Dakota Natural Resources Trust

No new updates

Wildlife Program

Lonetree

Budgets and workplans for FY 24 have been received by Reclamation.

Audubon

Reclamation and Fish and Wildlife Service staff conducted the annual joint review of the Audubon Refuge mitigation features on August 31, 2023. Budgets and workplans for FY 24 have been received by Reclamation.

Arrowwood

Reclamation and Fish and Wildlife Service staff conducted the annual joint review of the Arrowwood Refuge mitigation features on August 24, 2023. The electric fish barrier annual maintenance inspection is scheduled for Oct 11. Budgets and workplans for FY 24 have been received by Reclamation.

Scattered Tracts

The fall semi-annual coordination meeting occurred at 10 a.m. on September 19, 2023, at Lonetree. Budgets and workplans for FY 24 have been received by Reclamation.

**Garrison Diversion Conservancy District
Consultant Conflict of Interest Policy**

Purpose:

The Garrison Diversion Conservancy District (Garrison Diversion) Board strives to employ Consultants who conduct their work in the best financial, operational and political interests of Garrison Diversion, and who avoid advising other clients on issues potentially in direct conflict to the goals, projects and mission of Garrison Diversion.

Policy:

1. All Consultants and subconsultants providing services to Garrison Diversion on the Red River Valley Water Supply Project (RRVWSP) shall avoid all known, potential, or even the appearance of Conflicts of Interest when working with any other client (Opposing Client) on any matter involving the RRVWSP. Consultants must avoid or disclose any relationships or activity that might impair, or even appear to impair, their ability to effectively make objective, fair, and unbiased decisions and advice while working on the RRVWSP. This includes consulting companies as well as the individual employees of a consulting firm.
2. It shall be deemed a Conflict of Interest for the purpose of this Policy if, at the request and/or expense of the Opposing Client, the Consultant:
 - a. Provides information or advice to an Opposing Client that includes the Opposing Client's water supply options, one of which may include the RRVWSP. For example, if Consultant is asked by an Opposing Client to determine what water supply sources are available to Opposing Client to better assess Opposing Client's interest in participating in the RRVWSP, that would constitute a direct Conflict of Interest.
 - b. Provides information or advice to an Opposing Client that includes the Opposing Client's future water supply needs that could be met by participation in the RRVWSP. For example, if Consultant is asked by an Opposing Client to determine its long-term water supply needs to better assess whether and to what extent Opposing Client needs to participate in the RRVWSP, that would constitute a direct Conflict of Interest.
 - c. Provides information or advice to an Opposing Client that includes an analysis of the Opposing Client's ability to afford participation in the RRVWSP. For example, if Consultant is asked by an Opposing Client to determine the financial impacts of participating in the Project, at what level of nomination, and/or as compared to other water supply options to better assess Opposing Client's interest in participating in the RRVWSP, that would constitute a direct Conflict of Interest.
 - d. Accepts compensation from both Garrison Diversion and another party for services pertaining to the same project, unless the circumstances are fully disclosed to and agreed to in writing by all interested parties. See the attached Conflict Waiver Form.
 - e. If a new Conflict of Interest develops with Consultant's existing clientele at a later time, the new Conflict of Interest must be disclosed and addressed pursuant to this Policy.

3. It shall be deemed a Conflict of Interest for any Consultant to be employed, either directly or indirectly, by Garrison Diversion if the Consultant has an employee or shareholder on the Garrison Diversion Board of Directors.
4. It shall be deemed a Conflict of Interest for any Consultant to have a financial interest in a contractor, material provider or service provider seeking to provide services to Garrison Diversion.
5. Personal relationships can create Conflicts of Interest when Consultants identify an opportunity to engage family members or friends in support of Opposing Clients if they are employed in a manner impacting the RRVWSP. The following personal relationships will be deemed Conflicts of Interest similarly to the Consultants they are related to, as follows:
 - a. Spouse, immediate family, or other household members (e.g., parents, children, siblings, mothers- and fathers-in-law, sons- and daughters-in-law, brothers- and sisters-in-law, or any person living in the same home).
 - b. Close relatives and friends, friends or relatives of clients, significant others, or romantic interests.
 - c. Other close relationships.
6. At all times, engineering Consultants shall follow North Dakota Administrative Code 28-03.1-01-10 and the American Society of Civil Engineer's Code of Conduct, Cannon 4, as it relates to Conflict of interest.
7. For any actual, perceived or appearance of a Conflict of Interest in existence when this policy is adopted, or that arises thereafter, the Consultant shall promptly inform its employer, clients and Garrison Diversion of any business association, interests, or circumstances that would meet the criteria for a Conflict of Interest hereunder, or that could otherwise influence the Consultant's judgment or quality of services. If a Conflict of Interest is disclosed by Consultant or identified by Garrison Diversion, the following options will be considered to address the Conflict:
 - a. Garrison Diversion has discretion to waive the Conflict of Interest in writing or by Board action after consideration by the Board of Directors. Garrison Diversion would issue a Conflict Waiver Form in such an instance.
 - b. If Garrison Diversion objects to such an association or financial arrangement, the Consultant shall either terminate the association or interest with the Opposing Client or will give up any contractual or financial relationship with Garrison Diversion.
 - c. If Garrison Diversion, in its sole discretion, believes that mitigating measures would provide an adequate safeguard when a Conflict of Interest is available, it may explore mitigation options with the Consultant that fit the concerns raised.
 - d. Failure of a Consultant to disclose a Conflict of Interest under this policy will be subject to a discussion before the Board of Directors to consider the circumstances and determination of what, if any, action should be taken as a result of the failure to disclose and/or the Conflict of Interest. Board action to be taken may include, but is not limited to, termination of any consulting agreements impacted by the Consultant.

CONFLICT WAIVER

A. The undersigned entity, _____ (“Consultant”) provides services to Garrison Diversion Conservancy District (“Garrison Diversion”) with regard to the Red River Valley Water Supply Project (“RRVWSP”). Consultant hereby discloses to Garrison Diversion that Consultant also provides services to _____ (“Opposing Client”), which creates a Conflict of Interest pursuant to Garrison Diversion’s Conflict of Interest Policy.

B. Specifically, the nature of Consultant’s work for Opposing Client is described herein, which includes but is not limited to: the work done for the client over the last 18 months, the work currently being done, the work that is anticipated to be the subject of a current or future task order or assignment, or any work that is or has been requested from Opposing Client relating in any way to the RRVWSP, the Opposing Client’s water supply needs and/or options for meeting the Opposing Client’s water supply needs. Consultant’s complete and accurate description of said work is as follows:

C. The Garrison Diversion Board has considered the circumstances of Consultants’ representation of both parties and, in its discretion, agrees to waive any Conflict of Interest created as a result of Consultant conducting work for both entities.

D. In order to proceed with Consultant’s representation of both Garrison Diversion and Opposing Client, Garrison Diversion hereby agrees to provide this Conflict Waiver, subject to any conditions identified herein.

NOW, THEREFORE, the undersigned agree as follows:

1. **Acknowledgements.** Each of the Parties, on its own behalf and on behalf of each of its respective affiliates, parents, subsidiaries, and their governors, officers, agents, attorneys, and shareholders (in each case, if and as applicable), acknowledges and agrees that:
 - a. Consultant represents and confirms that the recitation of the nature of Consultant’s scope of work for Opposing Client set out in B above is a complete and accurate description of the work Consultant has done or expects to do for the Opposing Client. Any material omission of work from Paragraph B will invalidate this Conflict Waiver and be the basis for immediate termination of services for this Consultant.
 - b. The interests of Garrison Diversion may be adverse to the interests of one or more Opposing Clients, and vice versa;
 - c. Garrison Diversion has been fully advised of and understands the potential conflicts of interest arising from Consultant’s past, present and future representations of Opposing Client;

- d. Garrison Diversion understands the potential for conflict that naturally arises during the course of potential conflicts of interest arising from Consultant's continued relationship with Opposing Client; and
 - e. Garrison Diversion has had independent counsel review this Conflict Waiver or voluntarily and knowingly declined to do so.
2. **Consent to Consulting Services.** Garrison Diversion hereby freely and voluntarily consents to the Consultant's work for the Opposing Client, within the parameters identified in Paragraph B. Any change in scope of work must be immediately disclosed in writing by Consultant to Garrison Diversion.
 3. **Waiver of Conflicts.** Garrison Diversion expressly waives any potential or actual conflict of interest based upon the scope of work identified in Paragraph B.
 4. **Authority.** Each of the undersigned executing this Conflict Waiver on behalf of an organization represents that s/he has the authority to execute this Conflict Waiver on behalf of the Party so represented by, and that when executed, this Conflict Waiver shall be binding upon the Party represented by the undersigned, effective as of the date set forth below.
 5. **Signatures.** This Conflict Waiver may be executed in one or more counterparts, and such counterparts, when taken together, shall have the same force and effect as a fully executed original. Scanned email signatures and .pdf signatures shall have the same force and effect as original "wet ink" signatures.
 6. **Opposing Client Waiver Required.** Consultant represents that it has advised the Opposing Client in writing of the existence of a Conflict of Interest and has or will pursue a written conflict waiver from Opposing Client. Consultant must provide Garrison Diversion with a statement from Opposing Client in which Opposing Client similarly waives any Conflict of Interest. Garrison Diversion's agreement to waive a conflict as detailed herein is **specifically conditioned upon** Consultant obtaining and providing Garrison Diversion with a statement from Opposing Client that they will also waive a conflict.
 7. **Other conditions.** If Garrison Diversion includes any other conditions or stipulations as requirements of this Conflict Waiver, they should be identified on a separate, attached page.

DATED _____.

THE UNDERSIGNED CAREFULLY READ THE CONTENTS OF THIS CONFLICT WAIVER AND HAS HAD THE OPPORTUNITY TO SEEK INDEPENDENT COUNSEL REGARDING THE PROPRIETY OF EXECUTING THIS CONFLICT WAIVER AND AGREES TO THE PROVISIONS SET FORTH ABOVE.

Garrison Diversion Conservancy District
By:
Its: Board Chair

CONSULTANT:

\$48,697,560
GARRISON DIVERSION CONSERVANCY DISTRICT
WATER REVENUE BOND, SERIES 2023

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 (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, 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 "Series D Agreement") which provides for the payment of debt service on the Bond.

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 "**2023 Bond Fund**" means the 2023 Bond Fund established pursuant to Section 9 hereof.

"**Bond**" means the Garrison Diversion Conservancy District, Water Revenue Bond, Series 2023 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 and the City of Grand Forks.

"**City Revenues**" means, together, the payments from the Cities made pursuant to the Series D Agreement.

"**Commitment Letter**" means the BND Commitment Letter dated August 17, 2023.

"**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 14(a) of this Resolution.

"**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 November 1, 2023.

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

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

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

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 **Forty-Eight Million Six Hundred Ninety-Seven Thousand Five Hundred Sixty Dollars** (\$48,697,560). The Bond shall be designated "\$48,697,560 Garrison Diversion Conservancy District, Water Revenue Bond, Series 2023", 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 \$48,697,560, 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 \$48,697,560 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 November 15, 2023, or as otherwise agreed to. The Bond shall mature on April 1, 2063, and shall bear interest at the rate of 2.00% payable on April 1 and October 1 in each year commencing April 1, 2026 (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, 2029, with the last principal payment being made on April 1, 2063, 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 at this meeting 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 2023 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 CITY 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 City Revenues. The collection of the City Revenues and the dedication of such shall be irrevocable so long as any principal of 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 City 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 City 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 City 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 2023 Water Revenue Bond Fund (the "2023 Bond Fund"), to be used for no purpose other than the payment of the principal of and interest on the Bond. The 2023 Bond Fund shall be credited with all City Revenues. The money and investments in the 2023 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 City 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 Cities under the Series D Agreement and, upon execution, the PPA. Should GDCD fail or refuse to enforce 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 2023 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 City 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 2023 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, 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 or 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 the Resolution, 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.

(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. INTERIM FINANCING AGREEMENT SERIES D. The Series D Agreement provides that the Cities shall pay a proportional share of debt service on the Bond. The percentages are as follows: the City of Fargo (82.24%) and the City of Grand Forks (17.76%). 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.

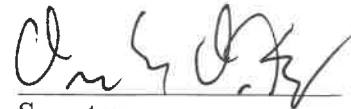
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Dated: October 20, 2023.

GARRISON DIVERSION CONSERVANCY DISTRICT

Attest:


Chair, Board of Directors


Secretary

The governing body of the GDCD acted on the foregoing resolution at a properly noticed meeting held in Carrington, North Dakota, on October 20, 2023, with the motion for adoption made by Director Vein and seconded by Director ; on roll call, the following vote was recorded:

Metzger

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

SWC Project No. 0325
Planning and Education Division
August 2023

**Agreement for Cost-Share Reimbursement
Garrison Diversion Conservancy District
Red River Valley Water Supply Project 2023-2025**

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and Garrison Diversion Conservancy District (Sponsor).

2. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed \$180,000,000, as approved by Commission on August 10, 2023, to reimburse 75 percent of eligible costs incurred in Sponsor's Red River Valley Water Supply Project 2023-2025 (Project), contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is merely to help Sponsor financially afford Project. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

3. SPONSOR'S RESPONSIBILITIES. Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.
- f. Provide written certification to Commission that Project does not duplicate the service area or affect another water service provider's users.
- g. Provide a water service agreement if Project is located within extraterritorial jurisdiction.
- h. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. State is not responsible for maintaining a Project file.
- i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.
- j. Provide assurance to Commission of sustainable operation, maintenance, and replacement plan of Project facilities.
- k. Provide a progress report to Commission at least every four years if the term of Project exceeds four years. If a progress report is not timely received, or if after a review of a progress report Commission

determines Project has not made sufficient progress, Commission may terminate the agreement for Project funding.

- I. Notify Commission of litigation related to the Project. If a Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until the litigation is concluded.
- m. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.

4. PROJECT DESCRIPTION AND LOCATION. Project is for planning, design, and construction of a water supply for central and eastern North Dakota.

5. ELIGIBLE COSTS. Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. Commission will not cost-share in litigation costs unless there has been a separate authorization.

6. PAYMENT. Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include documents or record drawings features constructed.

7. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. INSURANCE. State and Sponsor each must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$500,000 per person and \$2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
- d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by State. The policies must be in form and terms approved by State.
- g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
- h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
 - (1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;
 - (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;
 - (3) Cross liability/severability of interest for all policies and

- endorsements;
- (4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;
- (5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.
- j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

- a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
 - (1) If Commission determines an emergency exists.
 - (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
 - (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
 - (5) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.
- b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
- c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOILIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner except by written agreement signed by both parties.

**NORTH DAKOTA STATE WATER
COMMISSION**

By:



ANDREA TRAVNICEK, Ph.D.
Secretary

Date:

08/21/2023

**GARRISON DIVERSION
CONSERVANCY DISTRICT**

By:

ALAN WALTER
Chairman

Date:
