

GARRISON DIVERSION CONSERVANCY DISTRICT**EXECUTIVE COMMITTEE**

**Garrison Diversion Conservancy District
Carrington, North Dakota
December 18, 2024**

A meeting of the Garrison Diversion Conservancy District Executive Committee was held on December 18, 2024, at the Garrison Diversion headquarters in Carrington, North Dakota. The meeting was called to order by Chairman Walter at 11:30 a.m.

MEMBERS PRESENT

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

MEMBERS ABSENT

Director Larry Kassian

OTHERS PRESENT

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

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

READING OF THE MINUTES

Motion by Second Vice Chairman Bischoff to dispense with a reading of the September 26, 2024, Executive Committee and October 16, October 22, November 4 and December 4, 2024, Special Executive Committee meeting minutes and approve them as distributed. Second by Vice Chairman J. Anderson. Upon voice vote, motion carried.

FINANCIAL REPORT

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

Revenues through November 30 are broken out as follows: General Fund \$5,654,491; MR&I \$8,646,526; Operations and Maintenance \$4,886,280; Red River Valley Water Supply Project \$78,490,367 and Irrigation Fund \$243,183.

Expenditures were: General Fund \$3,707,574 MR&I \$8,627,586; Operations & Maintenance \$3,992,375; Red River Valley Water Supply Project \$69,173,219; and Irrigation Fund \$266,928.

Total income budget for 2024 is \$160,711,193. Income received through November for all funds is \$97,920,847 or 60.9% of budget.

The expected expense budget for 2024 is \$161,162,597. After transfers in/out, it is \$161,884,015. Total expenses and transfers out are \$86,504,946 or 53.4% of budget.

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

Garrison Diversion reserve accounts total \$8,345,902.

The balance of funds held at Bank of North Dakota is \$5,699,421; Bravera \$3,575,711; First International Bank & Trust \$12,024,528 and \$14,673,200 at Gate City Bank.

Motion by Director Kaiser to accept the Garrison Diversion financial statements for the period of January 1 through November 30, 2024. Second by Director Orn. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Ongstad, Orn, Tweed, Vein and Walter. Directors voting nay: none. Absent and not voting: Kassian. Motion carried.

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

Motion by Director D. Anderson to approve the following 2024 budget revisions, Rv4:

Expenses:

General Fund

Employee Expense

Benefits

Vacation/Sick Leave Liability, decrease \$18,000

Administration

Postage, increase \$500

Subscriptions, increase \$1,500

Data Processing, increase, \$20,000

Employee Recruiting, decrease \$3,275

Small Office Equipment, decrease \$9,725

Insurance, increase \$9,000

Recreation

Recreation Matching, increase \$300,000

GDU O&M

Travel, increase \$8,900

Utilities, increase \$9,000

Contracted Services (Eng/Survey), **decrease \$107,900**
 Supplies, increase \$110,000
 Equipment Maintenance, increase \$150,000
 Miscellaneous, increase \$5,000
 Materials, **decrease \$175,000**

RRV Water Supply Project

Debt Payments

Principal, increase \$10,053
 Interest, **decrease \$10,053**

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

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

O&M UPATE

Ryan Anderson, Engineer, Garrison Diversion, provided an update on the McClusky Canal slide repair project, reporting work had wrapped up for the year in late November. Approximately 200,000 cubic yards of spoil material has been hauled this year. Next year there will be a small portion of the canal to clean out and a majority of the design work done. There will be some slides to take care of next year but, all in all, it was a pretty good season.

The O&M crews are currently repairing beach belting in reach one. After the start of the new year, they will be screening and hauling field rock for rip rap. When needed, crews are sent to the Snake Creek Pumping Plant to help with general maintenance and NAWIS demo and construction. Repair work will also be done on a dike at Lake Audubon.

Mr. Anderson also reported some of the O&M crew were recently at the Garrison Diversion headquarters cleaning out the cattails and sediment from the holding pond south of the office building.

IRRIGATION UPDATE

Mr. Anderson reported around 7,900 acres were irrigated along the McClusky Canal this year. This week he met with a group of landowners regarding a project near Lake Audubon, who would be irrigating at the east end of the lake. It is projected to be around 750 to 800 acres involving two landowners.

Mr. Anderson stated he is also helping an individual in Eddy County with some water permits and potentially putting up some irrigation pivots.

ND WATER USERS/COALITION/IRRIGATION ASSOCIATION REPORT

Dani Quissell, ND Water Users (NDWU), reported Governor Armstrong should have budget information out the second week of the legislative session. The NDWU will be paying attention to that. Governor Armstrong has publicly announced that he is going to take a very different view of the property tax issue than Governor Burgum laid out in his budget address. The Department

of Water Resources (DWR) will be meeting with Governor Armstrong December 19 to go over its budget request.

Ms. Quissell stated the North Dakota Irrigation Association (NDIA) has been working with the Bank of North Dakota (BND) for quite some time on their Ag PACE Program, which is a shared program with the State Water Commission (SWC) and provides interest rate buydown for individual irrigators. The SWC increased their share of what they put into the program, and the NDWU is working with BND to also increase their share. The buydown had been \$40,000, and the NDIA asked for \$100,000. With the SWC's action, it was raised to \$60,000. She has heard the BND is taking a proposal to the Industrial Commission to increase that to \$90,000. The NDWU will continue to work with the BND on this issue.

Ms. Quissell also provided an update on the Water Resources Development Act (WRDA), which the NDWU is following at the federal level.

Ms. Quissell commented there were presentations last week during the water convention from the researchers at North Dakota State University (NDSU) on the irrigation feasibility study. A final draft will be ready by January 10. Following any feedback, the report will be finalized. NDSU funding from its research budget will be used to develop a county dashboard from the data contained in the study.

BUREAU OF RECLAMATION REPORT

Darren Goetzfried, Bureau of Reclamation (Reclamation), referred to Reclamation's December 18, 2024, written report and provided highlights. A copy of the report is attached to these minutes as Annex IV.

Meeting with Garrison Diversion - - Mr. Goetzfried reported representatives from Reclamation's Billings and Bismarck offices met with Garrison Diversion staff and officers in Carrington on November 20. Discussion items included repayment contract, title transfer, New Rockford Canal, principal supply works and water storage in the Jamestown Reservoir.

Mr. Goetzfried said based on these discussions, Garrison Diversion sent a letter to Reclamation's regional director with follow up questions from the meeting. Reclamation intends to provide responses to those questions in person at Garrison Diversion's board meeting in January. Joe Hall, Area Manager, along with Reclamation's contract people, who are helping to prepare the responses to those questions, will be in attendance to address the board.

MR&I REPORT

Water Supply Assistance Grant Program (WSAGP) - - Director Kaiser, Chairperson, MR&I Committee, informed the committee \$266,019 has been approved for MR&I projects in 2024. Program expenditures for 2024 are \$184,086. The balance remaining in the WSAGP fund is \$178,396.

Director Kaiser added the grant program is seeing steady growth, and every year it is more successful. The next application deadline is May 1, 2025.

MR&I Construction Reports - - Duane DeKrey, Secretary, referred to the MR&I construction report dated November 30. MR&I expenditures in 2024 are \$4,985,673. Remaining federal MR&I funds are \$16,547,249. The 2024 Bipartisan Infrastructure LAW (BIL) expenditures total

\$3,564,292.93, which went to the NAWS Project. Remaining funds are \$36,980,707. Copies of these reports are attached to these minutes as Annex V.

Money expended since the October board meeting was \$49,788 for Eastern North Dakota Alternate Water Supply (ENDAWS).

OAKES IRRIGATION RESEARCH SITE BUILDING UPDATE

Kip Kovar, District Engineer, Garrison Diversion, reported on the new building at the Oakes Irrigation Research Site (OIRS) and shared photos of the work done to repair the defective flooring and the final outcome. Other outstanding items are an issue with a gutter, a broken window and a seal on an interior wall. The gutter and window are warranty issues. The interior wall has been repaired.

Mr. Kovar is recommending final payment be made to Gast Construction. He had recommended holding the final payment until the floor was fixed. Gast Construction has followed through with everything, and he would like committee approval to make final payment.

Motion by Director Orn to issue final payment of \$149,301.50 to Gast Construction for construction of the building at the Oakes Irrigation Research Site. Second by Director Tweed.

Mr. DeKrey informed the committee the warranty deed transferring the parcel of land at the OIRS to NDSU has been recorded with Dickey County. Once the final check is issued to Gast Construction, everything will be finalized between NDSU and Garrison Diversion regarding the OIRS.

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

RED RIVER VALLEY WATER SUPPLY PROJECT (RRVWSP)

Construction Update - - Mr. Kovar provided updates on the ongoing RRVWSP construction contracts via a PowerPoint presentation, including photos from the job sites. As of today, including Contract 5A, there is approximately 18 miles of pipeline installed on the project.

Contract 5B

Garney Construction (Garney) now has 100 percent of the pipe installed on Contract 5B. They did not make it to substantial completion, meaning they do not have the vaults finished or pressure testing done. Total amount of pipe installed is nine miles.

Mr. Kovar reminded the committee that retainage is being held from Garney per ND Century Code. There is also an offset on Garney's payments for liquidated damages based on over 360 days. Garney has requested Garrison Diversion stop accruing liquidated damage days this winter. They have gotten all of the pipe installed, and no work can be done over the winter.

Mr. Kovar told Garney he would ask the Executive Committee if the accrual of liquidated damages could be stopped. He suggested the committee approve this request. Garney is trying

to get things done, but the weather and the soils have not been good to them. In addition, Garrison Diversion is already holding back a lot of money in liquidated damages.

Chairman Walter asked how long would Garrison Diversion stop offsetting Garney's payments.

Mr. Kovar stated Garrison Diversion could stop accruing now or when the last stick of pipe was installed. Once, Garney comes back in the spring, liquidated damages would start accruing again.

Tami Norgard, Vogel Law Firm, said when in a situation involving liquidated damages, it is frequently something to be negotiated at the end of the contract. From a legal negotiation standpoint, there is probably a little more leverage by not waiving liquidated damages now. Let them accrue and see how the defective issues work out. Then Garrison Diversion can decide whether to cut Garney any slack. This may be the more typical route to go, but Garrison Diversion has the power to do whatever they would like. There is nothing wrong with stopping for a few months if that is the approach Garrison Diversion would like to take, but it might be better to wait and look at the big picture in the end.

It was the consensus of the committee to continue accruing liquidated damages.

Construction Summary

Mr. Kovar stated by the end of 2024, eight construction contracts with a total value of \$260 million will have been awarded for the RRVWSP.

By mid-2025, more than 100 miles of pipeline will be 100 percent designed. Contracts 6B and 6C will be ready to bid within the next few months. Contract 7, which is the end of the line in Griggs County, is a 14-mile section and will be finished with design in a couple of months. Design will be completed on Contract 4, located in Wells County, in mid-2025 and is 27 miles.

ENDAWS will be broken up into three contracts, each approximately 10 miles long. The first section will be design ready in 2025, the second contract in 2026 and the third contract in 2027.

The other thing being worked on is the preliminary design for the biota water treatment plant and the two pump stations, which will all be located in one big campus. The Lake Agassiz Water Authority (LAWA) Technical Advisory Committee (TAC) Operational Planning Subcommittee has been shown the plans and will be providing input.

Mr. Kovar commented the \$6 million in MR&I funding for ENDAWS will be used to lay out the initial site development of the biota water treatment plant and pump stations. Garrison Diversion hopes to use its O&M crews for this work. There will also need to be a water treatment pilot study completed, which will require setting up a very small plant to test the water. A high voltage study and additional geotechnical investigations will need to be done, as well as the final design on the last contract. Task orders will be issued for all of this work.

Work Plan Update - - Mr. Kovar referred to the RRVWSP Work Plan Update dated November 19, 2024, a copy which is attached to these minutes as Annex VI. This gives an update on the contract under design and construction.

Contract 6A – Red River Valley Transmission Pipeline**Bid Tab Summary**

Mr. Kovar reminded the committee members of the prequalification process for contractors. Seven contractors were prequalified with three of these contractors bidding on Contract 6A. He reviewed the bid tabulation summary included with the meeting materials.

Bid opening for RRVWSP, Red River Valley Transmission Pipeline, Contract 6A, took place on November 7, 2024. A total of three bids were received: 1) Carstensen Contracting, Inc., 2) Harper Brothers Construction, LLC and 3) Oscar Renda Contracting, Inc.

Contract 6 moves further east of Carrington. Contract 6A picks up where Contract 5C leaves off. It is about 7 to 7.3 miles of pipe with no trenchless crossings. It does include a large isolation valve.

Mr. Kovar stated there was a base bid for 4.8 miles of 72-inch pipeline, along with bid alternative one adding 1.3 miles and alternative two adding 1 mile. This comes to a total of 7.1 miles of 72-inch pipe.

Mr. Kovar stated the engineer's estimate was \$54,512,981. Carstensen Contracting, Inc. was the apparent low bidder on the base bid and alternatives one and two at \$52,512,981. Oscar Renda was second at \$59,031,650.

Mr. Kovar informed the committee LAWA's board approved the award of Contract 6A to Carstensen Contracting at its meeting on November 27.

Recommendation of Award

Mr. Kovar referred to the letter from Black & Veatch stating based on Carstensen Contracting's prequalification and low bid, Carstensen Contracting be awarded the base bid plus alternates one and two on Contract 6A for \$52,528,500. A copy of the letter is attached to these minutes as Annex VII.

Mr. Kovar stated Contract 6A is a bit more money than what had been budgeted; however, there are some areas where money was saved, along with a change order and some contingency money that will allow for the \$52 million.

Mr. Kovar said the amount budgeted for Contract 6A was around \$45 million, which was three years ago. If the committee approves awarding the contract, the biennium budget will be adjusted to cover the overage.

Second Vice Chairman Bischoff asked how the budget will be adjusted to account for the overage in the bid amount.

Mr. Kovar referred to the RRVWSP 2023-2025 Biennium Work Plan Budget and explained there is \$1 million that will not be spent on Garrison Diversion administrative items, a \$2.5 million credit was received on a change order for Contract 5D by eliminating a tunnel and the amount of contingency being held will be reduced.

Notice of Award

Motion by Director Kaiser to award the base bid plus alternates one and two on the RRVWSP Red River Valley Transmission Pipeline, Contract 6A, to Carstensen Contracting, Inc. in the amount of \$52,528,500. Second by Director D. Anderson. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Ongstad, Orn, Tweed, Vein and Walter. Directors voting nay: none. Absent: Kassian. Motion carried.

A copy of the notice of award notifying Carstensen Contracting of their bid acceptance is attached to these minutes as Annex VIII.

Contractor's Agreement

Mr. Kovar referred to the contractor's agreement, stating this is provided for the board's information. The contractor's agreement is signed by the contractor verifying the contractor will stick to the items of the bid as well as verifying the plans and specifications. It also certifies and acknowledges the required documentation.

Notice to Proceed

Mr. Kovar next referred to the notice to proceed, which informs the contractor when they may begin performing their obligations. Once the contractor returns all of the proper documentation to Garrison Diversion, the notice to proceed with the construction contract will be issued.

Motion by Second Vice Chairman Bischoff to authorize the general manager to move forward with the RRVWSP Transmission Pipeline, Contract 6A, pending submittal of the contractor's documentation and contingent upon approval of Series D Small Systems Amendment(s) bond closing. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Ongstad, Orn, Tweed, Vein and Walter. Directors voting nay: none. Absent: Kassian. Motion carried.

ENDAWS Electrical Service

Request for Federal Power

Mr. Kovar referred to two letters included with the meeting materials. Garrison Diversion submitted a request to Reclamation on October 23, 2024, for confirmation in writing that the ENDAWS Project is eligible to receive federal power. Reclamation's written confirmation was received on November 11, 2024. The project will receive firm power through the Dakota Water Resources Act. Copies of the letters are attached to these minutes as Annex IX.

Mr. Kovar said Garrison Diversion has begun preliminary discussions with Western Area Power Administration (WAPA), Central Power Electric Cooperative and Verendrye Electric Cooperative on the process to obtain federal power.

WAPA will need to perform an interconnection study, which will cost approximately \$20,000 to \$30,000.

Mr. Kovar reviewed the draft timeline for the entire electrical service process, which will take about eight years.

Biennium Draft Work Plan 2023-2025 - - Mr. Kovar again referred to the updated 2023-2025 Biennium Work Plan totaling \$246 million dated December 9, 2024, which is attached to these minutes as Annex X. The changes he reviewed with the committee are highlighted and will account for Contract 6A being over budget.

Mr. Kovar reported the LAWA Board approved these budget changes at their November 27 meeting.

Motion by Director Kaiser to approve the updated RRVWSP 2023-2025 Biennium Work Plan. Second by Vice Chairman J. Anderson. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Ongstad, Orn, Tweed, Vein and Walter. Directors voting nay: none. Absent: Kassian. Motion carried.

Program Schedule - - Mr. Kovar referred to the RRVWSP Program Schedule dated December 9, 2024, which shows the timeline of the ongoing RRVWSP construction projects. Updates are highlighted.

User Engagement Update - - Steve Burian, Burian & Associates, provided a PowerPoint presentation as a recap of where things stand on overall project capacity in regard to RRVWSP prospective users as of December 17, 2024, adding there has been a total of 75 user meetings held to date.

Mr. Burian reported recently there has been a major nomination cluster in the southeastern corner of the state. Southeast Water Users approved 4 cfs, Richland County and Dickey County each approved 4 cfs. In addition, Sargent County has nominated 1 cfs and LaMoure County 3 cfs. The City of Wahpeton is eminent at 4 cfs. This comes to 20.5 cfs just in the southeastern corner.

A meeting was held with Ransom County on December 17, and the commission has deferred their decision until February.

A new user is the City of Washburn, which has approved .45 cfs

Mr. Burian said taking this all into consideration, if all the users on the fence were to nominate, total cfs would be at 163.68, which is 4.45 cfs more than the original 159.23 cfs.

Mr. Burian also reviewed a list of Series D2 participants, which are those who have committed to helping pay for the 2023 biennium. These are Carrington, Cooperstown, Hillsboro, Mayville, Valley City, Grand Forks and Fargo.

Those who have approved after the October 25 deadline, but not yet signed, include McLean-Sheridan Rural Water, Washburn, Sargent County, LaMoure County, Richland County, Dickey County and Southeast Water Users.

Those expected to sign are Wahpeton and Ransom County.

During the ND Water Convention meeting last week, the northeastern rural water districts, who include East Central, Agassiz, Walsh, Northeast and Tri-County were invited to a meeting in Bismarck. There was attendance from East Central and Northeast. A good discussion took place, and an engagement process will be starting with the northeast corner in order to round

out nominations. Meeting requests have also been sent to Devils Lake, Grafton, Jamestown and Stutsman County.

Mr. Burian added the Assurance Policy and the grace period given after the first Memorandum of Commitment (MOC) have certainly allowed for quite a few more users to take an aggressive look at the RRVWSP. He added the revised MOC really just asks for capacity and a good faith intention to sign the Project Participation Agreement (PPA).

Assurance Policy

Shawn Gaddie, Advanced Engineering and Environmental Services, commented the Assurance Policy has been very well received. It has provided a pretty nice safety net for a lot of the users who have contemplated signing the MOC to this point. The policy is documented in a couple of forms. There is the language, which basically states there is intent to have an Assurance Policy, and the framework has been created. The policy will ultimately be documented in final form to the PPA.

Assurance Policy Highlights

- >Participant eligible to have nominations and financial commitment assumed by LAWA or LAWA member entity
- >Limited to 10 years from Project start-up
- >Reimbursement of principal contributions to point of assumption
- >Fargo and Grand Forks committed to policy proportionally
- Potential assignment to other Participants

Mr. Gaddie added there was recent discussion at the last users meeting between Grand Forks and Fargo as to whether they take this policy and actually put a draft together. As he understands it, LAWA leadership is meeting today to talk about the next step.

Financial Update

Federal Funding Update

S.4996

Mr. DeKrey reported S.4996 passed the Energy and Natural Resources Committee on November 19, 2024. This bill includes \$454 million (indexed) to complete the McClusky and Missouri River North Alternative for the ENDAWS Project.

Mr. DeKrey stated Senator Hoeven had been attempting to get S.4996 attached to the defense bill, but there is some opposition from Senators out of Missouri and Iowa. There were also a couple letters of opposition sent to the Senate and House Natural Resources Committees, which are included with the meeting materials, along with Garrison Diversion and the state's response letter.

Ms. Mooridian added there have been a lot of discussions as to what avenues to take next. A call is being held tomorrow with Garrison Diversion's Washington, DC, legal counsel. An update will be provided at the January board meeting.

Series D2 Financing Agreement

Memorandum of Commitment

Mr. Gaddie said the first version of the MOC had the financial commitment associated with Series D2. The seven systems, including Fargo, Grand Forks, Valley City, Carrington, Hillsboro, Mayville and Cooperstown, signed the previous version of the MOC and will pay a share of the 2024 Biennium funding.

Additional users who have approved the new version of the MOC are McLean-Sheridan Rural Water District, Washburn, Sargent County, LaMoure County, Richland County, Dickey County and Southeast Water Users District.

Mr. Gaddie stated the new version of the MOC does not have a financial commitment associated with it. It does include confirmation of the user nomination amount, commitment of intent to sign the PPA and a brief explanation of the Assurance Policy.

Mr. Gaddie said there has been quite a bit of success in promoting the new MOC with a handful of counties and additional systems. The user outreach team will continue to work with the new document until July of 2025 for systems to sign and ultimately indicate and be included with the final PPA.

Ms. Mooridian commented the timeline has passed for signing the first version of the MOC and being a part of financing the \$11.3 million bond. Seven systems have signed the previous MOC and the Series D2 Small Systems Amendment. All of this is to finalize the bond resolution and obtain the remaining funding for Contract 6A.

Ms. Mooridian said a special meeting of Garrison Diversion's board has tentatively been set for December 30 to approve the financing resolution for (D2) in order to close the loan and issue the notice to proceed on Contract 6A by January 6. Then the loan request needs to be into the BND by February 10, 2025, to draw on the funds.

MOC Approvals

Ms. Mooridian stated the revised MOC is included with the meeting materials, along with six signed MOCs. Grand Forks's is missing; however, they have approved the document. The LAWA Board has approved its signatory to the seven documents at its November 27 meeting. Garrison Diversion's approval is requested today. A copy of the revised MOC is attached to these minutes as Annex XI.

Motion by Director D. Anderson to approve the RRVWSP Memorandums of Commitment by and between the Lake Agassiz Water Authority, Garrison Diversion and the cities of Carrington, Cooperstown, Fargo, Grand Forks, Hillsboro, Mayville and Valley City. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Ongstad, Orn, Tweed, Vein and Walter. Directors voting nay: none. Absent: Kassian. Motion carried.

Series D Small System Amendment

Ms. Mooridian said the main part of the D2 Small Systems Amendment is also included with the meeting materials, along with six of the systems signed signatory pages. Grand Forks has approved the amendment and will be submitting it. The LAWA Board approved its signatory to these documents at a special board meeting this morning. Garrison Diversion's approval is requested today. A copy of the amendment is attached to these minutes as Annex XII.

Ms. Mooridian added minutes or resolutions from each of these systems, along with an opinion of counsel, is needed by January 6. She is working to obtain these documents with assistance from Vogel Law Firm and Fryberger Law Firm.

Motion by Director Orn to approve the Series D Small Systems Amendments by and between Garrison Diversion, Lake Agassiz Water Authority and the cities of Carrington, Cooperstown, Fargo, Grand Forks, Hillsboro, Mayville and Valley City. Second by Second Vice Chairman Bischoff. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Ongstad, Orn, Tweed, Vein and Walter. Directors voting nay: none. Absent: Kassian. Motion carried.

Legislative Update - - Mr. DeKrey said the state legislature is organized and ready to go to work. Every session they have an agency briefing, which Garrison Diversion is a part of. This briefing will take place on January 9, which is the first day of our quarterly board meeting. He and Ms. Mooridian will need to attend the briefing and will try to participate in the board meeting by video conference.

2025 Legislative Strategy

2025-2027 Funding Request is \$221 million.

Continue to fund the RRVWSP at a level to complete within the 10-year build schedule.

Keys to Improving Affordability

- Number of Users
- Cost Efficient Build Schedule
 - >State Bonding
- Federal Money

Mr. DeKrey added the DWR may have some regulatory bills, and there could be eminent domain bills that come up that Garrison Diversion should pay attention to.

Ms. Mooridian said not to forget to have the legislature capitalize the Water Infrastructure Revolving Loan Fund because it is just as important to the users.

Common Interest Agreement

Ms. Norgard referred to the Common Interest Agreement included with the meeting materials, which is like a joint defense agreement. If you, as a party, are in litigation, what you discuss with

your attorney is confidential in executive session. If a third party is invited in, even a consultant who may be working on the same issue, you do not want to damage attorney client privilege.

Ms. Norgard stated as Garrison Diversion has been discussing some of the landowner lawsuits, LAWA has mentioned they would like to be included in the conversations since the LAWA stakeholders are ultimately paying for the 25 percent cost share and a lot of the costs associated with litigation, as well as the payments to landowners. For this reason, a Common Interest Agreement has been drafted that essentially identifies that LAWA and Garrison Diversion have a common interest here and it spells out why. It is very narrowly tailored and only applies to claims and acquisitions of property for the RRVWSP. This means, under this agreement, that a LAWA representative(s) can sit in on the executive session, and it would still be covered by attorney client privilege. If it goes to trial, Garrison Diversion is able to share documents, strategies and expert conversations. LAWA could also be included in what is offered for settlements.

Ms. Norgard added this is a very common agreement, and this is a situation where it is appropriate in that LAWA has interests here and wants to be at the table and aware of what is being agreed to and why in regard to land acquisitions.

The LAWA Board approved this agreement at its November 27 meeting. A copy of the agreement is attached to these minutes as Annex XIII.

Vice Chairman J. Anderson stated confidentiality would need to be reinforced.

Mr. Kovar asked is this automatic or just allows Garrison Diversion to include a LAWA representative if Garrison Diversion wants to.

Ms. Norgard said if the topic is about settling eminent domain claims, and LAWA says they want to be involved, this agreement states they can be involved.

Ms. Norgard commented if there is a situation where there is something that may be averse to LAWA, then Garrison Diversion would have that portion of the executive session among its board, and then invite LAWA in when the form of the easement and the settlement are going to be covered.

Motion by Director Tweed to approve the Common Interest Agreement between Vogel Law Firm and Ohnstad Twichell acting for themselves and on behalf of their respective clients Garrison Diversion and the Lake Agassiz Water Authority. Second by Director Kaiser. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Ongstad, Orn, Tweed, Vein and Walter. Directors voting nay: none. Absent: Kassian. Motion carried.

TERRY EFFERTZ LOBBYING SERVICES

Mr. DeKrey informed the board Mayor Mahoney had approached Garrison Diversion about sharing Terry Effertz's lobbying services during the legislative session. Garrison Diversion currently pays Ms. Effertz \$60,000 a year. LAWA is interested in retaining her services in conjunction with Garrison Diversion. If this committee approves, LAWA's portion would be 25 percent or \$15,000.

Motion by Vice Chairman J. Anderson to approve sharing the annual costs (\$60,000) for Terry Effertz's lobbying services. Garrison Diversion shall be responsible for 75 percent and LAWA 25 percent. Second by Second Vice Chairman Bischoff. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Ongstad, Orn, Tweed, Vein and Walter. Directors voting nay: none. Absent: Kassian. Motion carried.

2024 ACCOMPLISHMENTS

The list of Garrison Diversion's draft 2024 accomplishments was distributed to the committee members, and Mr. DeKrey stated this is for the committee's review. If anyone has anything to add, let staff know so it can be included prior to the full board's approval in January. A copy of the list is attached to these minutes as Annex XIV.

2025 GARRISON DIVERSION WORK PLAN

Mr. DeKrey also referred to the Draft 2025 Garrison Diversion Work Plan highlighting the new items for the year, which appear in blue. A copy of the work plan is attached to these minutes as Annex XV.

Second Vice Chairman Bischoff suggested adding an item regarding work with Reclamation regarding the transfer of GDU facilities and the delivery of water through the James River.

Motion by Director Tweed to recommend approval of the 2025 Garrison Diversion Work Plan with the suggested additions to the full board. Second by Director D. Anderson. Upon voice vote, motion carried.

EXECUTIVE COMMITTEE ELECTION

Mr. DeKrey reported three officer positions will be open at the end of the year on the Executive Committee. Director Bischoff can run for another term as second vice chairman or move up. Vice Chairman Jay Anderson and Chairman Walter have completed two terms. Director Jay Anderson would be able to run for the chairman position.

Four other positions will also be open on the committee. Director Tweed can run for a second term. Directors Vein, Ongstad and Kaiser have served two terms but could run for officer positions.

A Nominating Committee has been appointed by Chairman Walter. Directors on the committee are Kelly Klosterman, Steve Metzger and Larry Kassian. Director Klosterman is the chairman. Anyone interested in running for one of these positions should contact one of the committee members or Mr. DeKrey.

GENERAL MANAGER'S REPORT

Reclamation Meeting - - Mr. DeKrey reported on the meeting with Reclamation representatives and Garrison Diversion officers and staff. Topics included title transfer of New Rockford Canal, and GDU Principal Supply Works, water service agreement, storage of water in the Jamestown Reservoir, project use power and the NAWS intake cofferdam removal.

Mr. DeKrey said Dale Esser, former Garrison Diversion Irrigation Specialist, has been asked to assist with facilitating the discussion on title transfer with Reclamation, which he has agreed to.

2025 Employee Salaries - - Mr. DeKrey informed the committee a meeting was held with the officers to discuss employee salaries for 2025. As a result, the following was proposed as a motion to the Executive Committee.

Motion by Director D. Anderson to authorize a 2.6% CPI salary increase for all employees and a merit or step increases for eligible employees. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Ongstad, Orn, Tweed, Vein and Walter. Directors voting nay: none. Absent: Kassian. Motion carried.

UPCOMING EVENTS

Chairman Walter reviewed a list of upcoming water-related meetings and events.

EXECUTIVE SESSION

Motion by Director Ongstad to enter into Executive Session to discuss Wells County landowner negotiations regarding the RRVWSP with legal counsel. Second by Second Vice Chairman Bischoff. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kaiser, Ongstad, Orn, Tweed, Vein and Walter. Directors voting nay: none. Absent: Kassian. Motion carried.

Executive Session began at 2:43 p.m.

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

Executive Session ended at 3:40 p.m.

OTHER

There being no other business to come before the committee, Chairman Walter adjourned the meeting at 3:40 p.m.

(SEAL)

Alan Walter, Chairman

Duane DeKrey, Secretary

REGISTRATION
EXECUTIVE COMMITTEE
Garrison Diversion Conservancy District
December 18, 2024

NAME	ORGANIZATION
Lisa Schaper	Maeda
Kip Kover	GACD
Maria Moniel	
Jami Norgard	Vogel Law Firm
Ryan Anderson	GACD
SHAWN GADDIE	AE2S
Dani Quisell	ND WUA
Scott Mehner	CDCD
VANCE MILLER	B+V
Kimberly Cook	
On Line	
Brian Orn	Garrison Diversion
Darren Goetzfried	Bureau of Reclamation
Jason Siegert	Garrison Diversion
Ken Vein	Garrison Diversion
Kenny Rogers	Garrison Diversion
Bruce Klein	Garrison Diversion
Ashley Reisenauer	Garrison Diversion
Jarret Bauer	Garrison Diversion
Sabrina Scherr	Garrison Diversion
Robin Arndt	Watford City
Steve Burian	Burian & Associates
R.J. Pathroff	Vogel Law Firm
Kurt Ronnenkamp	Black & Veatch
Brent Bogar	Advanced Engineering

Garrison Diversion Conservancy District Combined Statement of Revenues and Expenses For the Eleven Months Ending November 30, 2024						
	General Fund	Municipal Rural, and Industrial Fund	Operations Maintenance Fund	Red River Valley Water Supply Project	Irrigation Fund	Total
Beginning Bank Balance	\$6,235,008	\$5,492	\$621,834	\$1,458,391	\$165,656	8,486,381
Revenues:						
Irrigation Admin	1,334					1,334
Miscellaneous Income	2,317				384	2,701
Interest Income	728,243	256	6,900	49,900	4,955	790,254
Tax Levy	4,578,251					4,578,251
State Aid Distribution	271,120					271,120
Contract Revenue	73,226	8,646,270	4,547,184	78,440,467	237,844	91,944,991
Non-Project Income			332,196			332,196
Total Revenues	\$5,654,491	\$8,646,526	\$4,886,280	\$78,490,367	\$243,183	\$97,920,847
Expenditures:						
Director Expense	200,433					200,433
Employee Expense	1,110,143	77,594	2,243,317			3,431,054
Administrative Expense	237,488	25	93,759		25	331,297
Public Education	83,495					83,495
Professional Services	273,964		113,481	660,893		1,048,338
Irrigation Development	60,000					60,000
Water Supply Projects	194,086					194,086
GDCD Recreation Project	1,046,855					1,046,855
DWRA Recreation Project	3,152					3,152
Maintenance & Repairs	71,691		774,679		191,706	1,038,076
Capital Purchases	426,267		767,139			1,193,406
Construction in Progress				67,849,344		67,849,344
MR&I Project Expenses		8,549,967				8,549,967
Principal Debt Payments				423,053	57,363	480,416
Interest Payments				239,929	17,834	257,763
Total Expenditures *	\$ 3,707,574	\$ 8,627,586	\$ 3,992,375	\$ 69,173,219	\$ 266,928	\$ 85,767,682
Transfer In/Out	737,264	(18,709)	(718,555)	-	-	\$ -
Revenues Over Expenditures	\$ 2,684,181	\$ 231	\$ 175,350	\$ 9,317,148	\$ (23,745)	\$ 12,153,165
Net Change in Assets	1,268,583		(4,376)	2,000,000	(10,291)	\$ 3,253,916
Ending Bank Balance	\$ 10,187,772	\$ 5,723	\$ 792,808	\$ 12,775,539	\$ 131,620	\$ 23,893,462

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

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

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

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

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

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

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

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

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

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

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

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

GARRISON DIVERSION CONSERVANCY DISTRICT GD CD RECREATION GRANT PROGRAM OUTSTANDING PROJECTS July 1, 1990 to November 30, 2024							
COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2024	EXPENDITURES 04-23-15 to 12-31-2023	EXPENDITURES 1-1-24 to 11-30-24	BALANCE REMAINING 11-30-24
Barnes	Sheyenne River Water Trail	04-29-21	\$ 51,005.00			\$ 51,005.00	\$ -
Barnes	Valley City Parks-Hi-Line Pickleball Court	09-20-23	\$ 75,000.00			\$ 75,000.00	\$ -
Barnes	Valley City Park Playground	03-20-24		\$ 50,000.00			\$ 50,000.00
Bottineau	Kramer City Park	09-28-22	\$ 21,250.00				\$ 21,250.00
Bottineau	City of Landa-Restroom Facilitites	09-20-23	\$ 6,250.00			\$ 5,524.38	\$ 725.62
Bottineau	Bottineau Winter Park Snow System	03-20-24		\$ 50,000.00		\$ 50,000.00	\$ -
Bottineau	Maxbass Community Park	03-20-24		\$ 31,141.00			\$ 31,141.00
Bottineau	Newburg Park Gazebo	09-16-24		\$ 20,600.00			\$ 20,600.00
Burleigh	Steckel Boat Landing South Picnic Shelter	04-29-21	\$ 6,000.00				\$ (6,000.00)
Burleigh	American Legion Splash Pad	09-28-22	\$ 30,000.00		\$ 17,232.25	\$ 5,184.50	\$ 7,583.25
Burleigh	Wilton North Park Pickle Ball Court	09-28-22	\$ 2,395.00		\$ 958.10		\$ 1,436.90
Burleigh	Municipal Ballpark Master Plan Improv	03-20-24		\$ 50,000.00			\$ 50,000.00
Cass	Brewer Lake Water Hook-ups	03-30-22	\$ 638.00				\$ 638.00
Cass	Tinta Tawa Park Restroom	03-30-22	\$ 9,575.00			\$ 9,575.00	\$ -
Cass	West Fargo Park District Playground Imp	09-28-22	\$ 16,145.00				\$ 16,145.00
Cass	Harwood-Splash Pad	03-30-23	\$ 27,204.00				\$ 27,204.00
Cass	North Elmwood Park Restoration	03-30-23	\$ 24,323.00				\$ 24,323.00
Cass	Tower City Pickle Courts	03-30-23	\$ 4,700.00		\$ 4,666.75		\$ 33.25
Cass	Casselton-Governor's Share Use Path	09-20-23	\$ 75,000.00				\$ 75,000.00
Cass	Fargo Park-Pepsi Soccer Playground	09-20-23	\$ 62,500.00				\$ 62,500.00
Cass	Rheault Farm Playground Improvement	03-20-24		\$ 50,000.00			\$ 50,000.00
Cass	Anderson Softball Complex Improvements	09-16-24		\$ 33,000.00			\$ 33,000.00
Cass	Argusville Park Playground Equipment	09-16-24		\$ 20,000.00			\$ 20,000.00
Dickey	West Side Park Playground	04-29-21	\$ 7,520.00				\$ (7,520.00)
Dickey	Ellendale Baseball Grandstand Reno	09-28-22	\$ 20,000.00				\$ 20,000.00
Dickey	Wilson Dam Picnic Shelter Renovation	09-28-22	\$ 1,778.00				\$ 1,778.00
Dickey	Ellendale-Ice Skating Rink Expansion	09-20-23	\$ 4,500.00				\$ 4,500.00
Dickey	Oakes -Main Street Park	09-20-23	\$ 26,125.00				\$ 26,125.00
Dickey	Dickey County Community Rec Facility	03-20-24		\$ 34,996.00			\$ 34,996.00
Eddy	Warming House/Boat Rental Building	04-29-21	\$ 5,750.00			\$ 5,750.00	\$ -
Foster	Foster County Fairgrounds Picnic Shelter	09-23-21	\$ 5,191.00			\$ 4,639.10	\$ (551.90)
Foster	Baseball/Softball Diamond Renovations	03-30-22	\$ 75,000.00		\$ 37,305.43		\$ 37,694.57
Foster	Carrington West Park Renovation	03-30-22	\$ 61,202.00		\$ 38,506.00		\$ 22,696.00
Foster	Carrington -Baseball Diamond	09-20-23	\$ 26,906.00			\$ 26,906.00	\$ -
Grand Forks	Kraft Field Grandstand Replacement	09-28-22	\$ 75,000.00			\$ 75,000.00	\$ -
Grand Forks	Manvel Community Park Improvement	09-28-22	\$ 12,699.00				\$ 12,699.00
Grand Forks	Grand Forks -Kraft Field Turf Resurfacing	09-20-23	\$ 56,250.00			\$ 56,250.00	\$ -
Grand Forks	Grand Valley Development Park Playground	03-20-24		\$ 50,000.00		\$ 50,000.00	\$ -
Grand Forks	Greenway Project	05-14-24		\$ 50,000.00			\$ 50,000.00
Grand Forks	Manvel Community Park Improv. Phase II	09-16-24		\$ 16,687.00			\$ 16,687.00
Grand Forks	Riverside Park Playground Renovation	09-16-24		\$ 37,500.00			\$ 37,500.00
Griggs	Binford Park Playground Update	03-30-22	\$ 2,950.00		\$ 1,249.50		\$ 1,700.50
Griggs	Binford Rodeo Ass. Community Centre	09-28-22	\$ 75,000.00		\$ 56,870.02		\$ 18,129.98
LaMoore	LaMoore Park-Sunset Park Swim Center	09-20-23	\$ 75,000.00			\$ 75,000.00	\$ -
LaMoore	Marion ADA Bathroom	03-20-24		\$ 9,068.00			\$ 9,068.00
LaMoore	Twin Lakes Vault Toilet	03-20-24		\$ 3,500.00			\$ 3,500.00
McHenry	Upham Park Improvement	04-29-21	\$ 9,125.00		\$ 8,627.75	\$ 497.25	\$ -
McHenry	Splash Pad-Towner City	09-23-21	\$ 19,838.00		\$ 1,725.00		\$ (18,113.00)
McHenry	City of Upham-Park Restrooms	03-30-23	\$ 12,500.00				\$ 12,500.00
McHenry	Towner -Baseball Field Renovation	09-20-23	\$ 3,750.00			\$ 2,392.24	\$ 1,357.76
McHenry	Park Swints Set	03-20-24		\$ 9,071.00			\$ 9,071.00
McKenzie	Tobacco Garden Shower/Bathroom	03-30-23	\$ 40,071.00				\$ 40,071.00
McKenzie	Kent Pelton Nature Park Inclusive Playground	09-16-24		\$ 50,000.00			\$ 50,000.00
McLean	Lakeside Park Gazebo/Riverdale	04-29-21	\$ 1,500.00				\$ (1,500.00)
McLean	Playground Equipment-Coleharbor	09-23-21	\$ 23,460.00		\$ 7,709.63	\$ 891.22	\$ (14,859.15)
McLean	Garrison Softball Field Renovation	09-28-22	\$ 75,000.00			\$ 21,763.90	\$ (53,236.10)
McLean	City of Butte-City Park	03-30-23	\$ 874.00			\$ 145.89	\$ 728.11
McLean	Arena Announcer Office & Concessions	03-30-23	\$ 6,946.00				\$ 6,946.00
McLean	Nelson Park & Community Garden	03-30-23	\$ 12,750.00			\$ 12,750.00	\$ -
McLean	McLean-Dynamite Bay Public Stairs	09-20-23	\$ 1,618.00			\$ 613.43	\$ (1,004.57)
McLean	Lake Brekken Picnic Tables	03-20-24		\$ 2,356.00			\$ 2,356.00
McLean	Sportsmens Centennial Park Fault Toilet	03-20-24		\$ 875.00			\$ 875.00
Nelson	Tolna City Park Restrooms	10-03-18	\$ 21,933.00			\$ 7,150.41	\$ (14,782.59)
Pierce	Buffalo Lake Camp Site	04-29-21	\$ 3,250.00		\$ 1,930.06		\$ (1,319.94)
Pierce	Barton Park Picnic Tables/Play Gym	09-23-21	\$ 1,250.00				\$ (1,250.00)
Pierce	Rugby-Jaycee's Splashpad	03-30-23	\$ 40,202.00			\$ 30,653.33	\$ 9,548.67
Ramsey	Roosevelt Park Activity Building	09-28-22	\$ 75,000.00			\$ 75,000.00	\$ -
Ramsey	Devils Lake-Indoor Playground	09-20-23	\$ 37,500.00			\$ 37,500.00	\$ -
Ramsey	Ramsey County-Multi-Purpose Event Center	09-20-23	\$ 75,000.00			\$ 75,000.00	\$ -
Ransom	Dead Colt Walkway	04-29-21	\$ 23,750.00			\$ 23,750.00	\$ -
Ransom	Sheldon Pickle Ball/BB Courts	03-30-22	\$ 5,262.00				\$ 5,262.00
Renville	Mohall Adult Recreation Complex	03-20-24		\$ 37,500.00			\$ 37,500.00

GARRISON DIVERSION CONSERVANCY DISTRICT GD CD RECREATION GRANT PROGRAM OUTSTANDING PROJECTS July 1, 1990 to November 30, 2024								
COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2024	EXPENDITURES 04-23-15 to 12-31-2023	EXPENDITURES 1-1-24 to 11-30-24	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 11-30-24
Richland	City Park Improvement-Abercrombie	04-29-21	\$ 34,682.00			\$ 18,590.75		\$ 16,091.25
Richland	Chaninkapa Park Multipurpose Shelter	03-30-22	\$ 42,000.00			\$ 29,330.77	\$ (12,669.23)	\$ -
Richland	Manatador Park Softball Dugouts	03-30-22	\$ 2,000.00					\$ 2,000.00
Richland	Wyndmere Park Board	03-30-22	\$ 10,728.00					\$ 10,728.00
Richland	Fairmount-Park Playground Equipment	03-30-23	\$ 9,750.00			\$ 6,080.00		\$ 3,670.00
Sargent	Gwinner Aquatic Center	09-28-22	\$ 75,000.00		\$ 19,962.50			\$ 55,037.50
Sargent	Forman-Central Park Community Gardens	09-20-23	\$ 1,375.00			\$ 857.12		\$ 517.88
Sargent	Hero's Park	03-20-24		\$ 10,500.00		\$ 500.00		\$ 10,000.00
Sheridan	Hoffer Lake Beach & Swimming Develop.	09-23-21	\$ 4,093.00			\$ 3,737.50	\$ (355.50)	\$ -
Sheridan	Sheridan County-Hoffer Lake Rec Area	09-20-23	\$ 2,850.00			\$ 2,850.00		\$ -
Steele	City Park Development-Colgate	04-29-21	\$ 6,250.00					\$ 6,250.00
Steele	Finley-Park Playground Equipment	03-30-23	\$ 13,750.00					\$ 13,750.00
Steele	Golden Lake Pickleball Court Phase I & II	09-16-24		\$ 30,361.00				\$ 30,361.00
Steele	Hope Clubhouse/Meeting Area	09-16-24		\$ 50,000.00		\$ 13,898.22		\$ 36,101.78
Stutsman	Park Bench Project-Stutsman County	04-29-21	\$ 3,113.00				\$ (3,113.00)	\$ -
Stutsman	Electrical Upgrades for Campers	09-23-21	\$ 1,750.00			\$ 462.13	\$ (1,287.87)	\$ -
Stutsman	Field Renovation Phase I	09-28-22	\$ 75,000.00		\$ 23,407.39	\$ 51,592.61		\$ -
Stutsman	Jamestown Reservoir Vault Toilet	09-28-22	\$ 6,204.00					\$ 6,204.00
Stutsman	4-H Horse Arena Improvement	03-30-23	\$ 8,843.00			\$ 8,124.14	\$ (718.86)	\$ -
Stutsman	Pedestrian Bridge Replacement	03-30-23	\$ 75,000.00					\$ 75,000.00
Stutsman	Lakeside Campground Improvements	03-30-23	\$ 5,574.00					\$ 5,574.00
Stutsman	Medina Community Recreation Center	03-20-24		\$ 50,000.00		\$ 50,000.00		\$ -
Stutsman	Nickeus Park All Abilities Playground	03-20-24		\$ 50,000.00				\$ 50,000.00
Stutsman	McElroy Park ADA tee-ball	09-16-24		\$ 50,000.00				\$ 50,000.00
Stutsman	Jamestown Reservoir Playground Equip	09-16-24		\$ 28,503.00				\$ 28,503.00
Stutsman	Medine Youth Baseball Fence	09-16-24		\$ 5,750.00				\$ 5,750.00
Trail	Galesburg Playground	03-30-22	\$ 22,595.00		\$ 21,880.00			\$ 715.00
Trail	Mayville-Basketball Courts	09-20-23	\$ 2,000.00					\$ 2,000.00
Trail	Mayville-Cometville Park Landscape	09-20-23	\$ 21,887.00					\$ 21,887.00
Trail	Mayville-Funbrella Shade	09-20-23	\$ 6,689.00					\$ 6,689.00
Trail	Park Gazebo	03-20-24		\$ 15,923.00				\$ 15,923.00
Ward	Ward County Parks 2022	03-30-22	\$ 10,632.00					\$ 10,632.00
Ward	11th & 11th Park Playground	09-28-22	\$ 21,875.00					\$ 21,875.00
Ward	Swimming Pool & Bathhouse	09-28-22	\$ 75,000.00					\$ 75,000.00
Ward	Talbott Court Disc Golf	03-30-23	\$ 2,465.00					\$ 2,465.00
Ward	Ward County-2024 Ward Co Park Improv	09-20-23	\$ 8,071.00					\$ 8,071.00
Ward	Minot-Pump Track	09-20-23	\$ 75,000.00					\$ 75,000.00
Ward	West Park Playground	03-20-24		\$ 50,000.00		\$ 50,000.00		\$ -
Ward	Pony Tracks Pickleball	03-20-24		\$ 10,875.00		\$ 8,609.00		\$ 2,266.00
Ward	Sawyer City Park Improvement	09-16-24		\$ 12,250.00				\$ 12,250.00
Ward	South Hill Complex Playground	09-16-24		\$ 31,606.00				\$ 31,606.00
Wells	Fessenden-Splash Pad	09-20-23	\$ 49,250.00					\$ 49,250.00
Wells	Manfred Comfort Station & Park	03-20-24		\$ 9,372.00				\$ 9,372.00
Wells	Harvey Swimming Pool	09-16-24		\$ 50,000.00				\$ 50,000.00
Williams	McGregor Dam Vault Toilet	04-29-21	\$ 17,500.00				\$ (17,500.00)	\$ -
Williams	Confluence Ramp	04-29-21	\$ 4,750.00			\$ 4,750.00		\$ -
Williams	Wildrose Community Garden	03-30-22	\$ 1,000.00					\$ 1,000.00
Williams	BlackTail Beach Trail	09-28-22	\$ 22,500.00					\$ 22,500.00
Williams	Tioga Dam Trail & Park	09-28-22	\$ 24,000.00					\$ 24,000.00
Williams	Williston Water World	03-30-23	\$ 75,000.00			\$ 19,531.18		\$ 55,468.82
Williams	Coyote Clay Target Range Phase 3	03-20-24		\$ 50,000.00				\$ 50,000.00
Williams	Grenora Sunset Park Pre-K Playground	03-20-24		\$ 5,000.00				\$ 5,000.00
Williams	Spring Lake Frisbee Golf & Bathroom	03-20-24		\$ 27,688.00				\$ 27,688.00
TOTALS			\$ 2,251,611.00	\$ 1,144,122.00	\$ 242,030.38	\$ 1,046,855.07	\$ (155,781.71)	\$ 1,951,065.84

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

GARRISON DIVERSION CONSERVANCY DISTRICT
2024 BUDGET OF REVENUES AND EXPENDITURES
Rv5

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

**GARRISON DIVERSION CONSERVANCY DISTRICT
2024 BUDGET REVISION
Rv5**

Annex III
24-208

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

**GARRISON DIVERSION CONSERVANCY DISTRICT
2024 BUDGET REVISION
Rv5**

Annex III
24-209

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

**GARRISON DIVERSION CONSERVANCY DISTRICT
2024 BUDGET REVISION
Rv5**

Annex III
24-210

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

Bureau of Reclamation Activities

Garrison Diversion Executive Board of Directors Meeting
December 18, 2024

Municipal, Rural, and Industrial Program

Rural Water Budgets

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

*Includes BIL funding and additional earmarked funding

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

State Municipal Rural and Industrial Program

Northwest Area Water Supply (NAWS)

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

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

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

Eastern North Dakota Alternate Water Supply (ENDAWS)

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

Southwest Pipeline Project

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

Cooperative Agreement

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

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

Indian MR&I Program

Standing Rock MR&I System

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

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

Construction Contract Kenel to State Line project was bid on April 22, 2022, with Storms Construction as the only bidder. Storms Construction's bid of \$5,330,759.91 was \$253,080.09 lower than the engineer's estimate. Reclamation has a cost share in this project of \$144,500.00. The remaining funding was a U.S. Department of Agriculture (USDA) grant. This project includes installation of 54,013 feet of 6-inch Polyvinyl Chloride (PVC) Standard Dimension Ratio (SDR) 17 water main, 1,458 feet of 12-inch yelomine directional drilled casing, 4,845 feet of 6-inch high density polyethylene (HDPE) directionally drilled piping, 36 air release valve pits with 560 feet of 1-inch PE 250 psi piping, 1 inch corporation stops and 1 inch curb stops, 2 pressure reducing valve vaults, 18 6-inch gate valves, 13 1-inch stainless steel saddle with 1-inch corporation stop, 14 1-inch curb stops, 1,294 feet of 1-inch HDPE 250 psi, 1,120 feet of 1-inch HDPE 200 psi, 1 1 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 completed installation of PRV vaults, disinfecting, flushing, and testing the lines in the fall. Items that remain include running power to the vaults, and landscaping and fencing around the vaults. Power was recently ran to the vaults and the Final inspection will take place upon Indian Health Service scheduling it.

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

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

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

Spirit Lake MR&I System

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

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

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

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

Fort Berthold Rural Water System (FBRWS)

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

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

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

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

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

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

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

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

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

Turtle Mountain Rural Water System

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

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

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

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

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

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

Trenton Indian Service Area

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

Principal Supply Works

Repayment Contract

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

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

Snake Creek Pumping Plant

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

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

McClusky and New Rockford Canals

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

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

Irrigation

Jamestown Dam

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

Turtle Lake and McClusky Canal Irrigation Areas

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

Standing Rock Irrigation Project

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

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

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

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

Recreation Development

Chain of Lakes

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

Hoffer Lake

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

North Dakota Natural Resources Trust

No updates

Wildlife Program

Lonetree

No updates

Audubon

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

Arrowwood

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

Scattered Tracts

No updates

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

GARRISON DIVERSION CONSERVANCY DISTRICT MR&I BIL Agreement Project Construction Report November 30, 2024						
Current Funding						
Project	Prior		2024		Federal	
	MR&I Fund	Expenditures	MR&I Fund	Expenditures	MR&I Fund	MR&I Funding Remaining
NAWS Biota WTP & Pump Station Ph 2 (7-2B/4-1B)	\$ 28,645,000.00	\$ -	\$ -	\$ -	\$ -	28,645,000.00
Bottineau Reservoir & Pump Station 4-4B/5-4B	\$ 7,400,000.00	\$ -	\$ -	\$ 3,058,864.15	\$ 3,058,864.15	4,341,135.85
Snake Creek Discharge Pipeline (2-1E)	\$ 4,500,000.00	\$ -	\$ -	\$ 505,428.78	\$ 505,428.78	3,994,571.22
Totals	\$ 40,545,000.00	\$ -	\$ -	\$ 3,564,292.93	\$ 3,564,292.93	\$ 36,980,707.07

**RRVWSP Work Plan Update
November 19, 2024**

CONSTRUCTION

Pipeline Construction

Contract 5B

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

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

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

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

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

Contract 5C

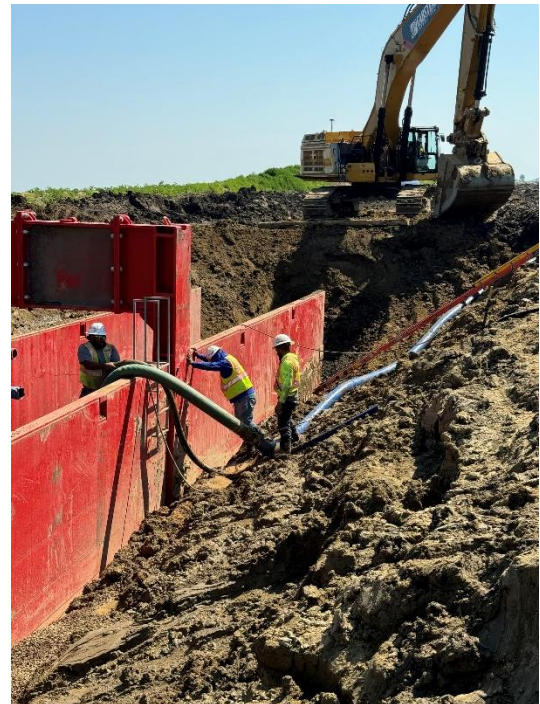
The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting.

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

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



Stripping Topsoil



Trench Box w/ Dewatering Pipes

Contract 5D

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

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



Stored Pipe on Site



Placing Dewatering Pipe

DESIGN

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

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

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

November 19, 2024

Garrison Diversion Conservancy District
Red River Valley Water Supply Project
Red River Valley Transmission Pipeline
Task Order 5561, Contract 6ABV Project 188972/409655
BV File 55.5561.5Mr. Duane DeKrey
General Manager
PO Box 140
Carrington, ND 58421

Dear Mr. DeKrey:

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

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

Table 1 – Bid Tabulation Summary

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

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

Table 2 – Bid Price Evaluation Summary

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

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

EVALUATION OF THE APPARENT LOW BIDDER'S BID

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

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

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

EVALUATION OF THE APPARENT LOW BIDDER'S QUALIFICATIONS

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

SUMMARY AND RECOMMENDATION

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

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

Sincerely,
BLACK & VEATCH CORPORATION



Kurt A. Ronnekamp
Program Manager

Enclosures

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

Notice of Award

Date of Issuance:

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

TO BIDDER:

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

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

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

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

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

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

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

Garrison Diversion Conservancy District
Owner

By: _____
Duane DeKrey

Title: General Manager

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



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

BY EMAIL

October 23, 2024

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

Dear Joe:

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

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

Sincerely,

Duane DeKrey
General Manager

DD/las



United States Department of the Interior

BUREAU OF RECLAMATION
2021 4th Avenue North
Billings, MT 59101



IN REPLY REFER TO:

MB-4100
2.2.4.22

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

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

Dear Mr. DeKrey:

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

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

Sincerely,

**BRENT
ESPLIN**

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

Brent C Esplin
Regional Director
Bureau of Reclamation

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

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

* PARTIAL



2023 to 2025 Biennium Work Plan

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

December 9, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	Garrison Diversion Conservancy District Budget												
	Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here.	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.											
	Need: Budget allocation for GDGD direct costs associated with the Red River Valley Water Supply Project.												
2.	Property, Easements, and Crop Damage Payments⁴												
	Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners.	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.											
	Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.												
3.	Transmission Pipeline East Contract 5C												
	Scope: Pipeline installation, including construction phase engineering services by Engineer.	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Jul-23	Prof Srvs									
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.		Nov-23	Const, 2026 Fin					\$ 5.64	\$ 4.23	\$ 1.41		
4.	Transmission Pipeline East Contract 5D												
	Scope: Pipeline installation, including construction phase engineering services by Engineer.	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.	Jul-23	Prof Srvs									
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.		Oct-23	Const, 2026 Fin					\$ 5.47	\$ 4.10	\$ 1.37		
5.	RRV Transmission Pipeline Contract 6A												
	Scope: Pipeline installation, including construction phase engineering services by Engineer.	6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.	Jul-23	Prof Srvs									
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.		Dec-24	Const, 2027 Fin					\$ 52.53	\$ 39.40	\$ 13.13		
6.	ENDAWS Transmission Pipeline Contract 3												
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.	Aug-23	ENDAWS	\$ 3.06	\$ 2.29	\$ 0.76						
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.												



2023 to 2025 Biennium Work Plan

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

December 9, 2024

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



2023 to 2025 Biennium Work Plan

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

December 9, 2024

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



2023 to 2025 Biennium Work Plan

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

December 9, 2024

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

Notes:

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

RRVWSP MEMORANDUM OF COMMITMENT AND NOMINATION

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

Recitals

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

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

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

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

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

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

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

Agreement

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

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

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

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

**INTERIM FINANCING AGREEMENT SERIES D
SMALL SYSTEMS AMENDMENT**

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

Dated as of ____, 2024

INTERIM FINANCING AGREEMENT SERIES D – SMALL SYSTEMS AMENDMENT

THIS INTERIM FINANCING AGREEMENT SERIES D – SMALL SYSTEMS AMENDMENT (the “Small Systems Amendment”), is entered this ____ day of _____, 2024 (the “Effective Date”), by and between GARRISON DIVERSION CONSERVANCY DISTRICT, a governmental agency, body politic and corporate of the State of North Dakota (“Garrison Diversion”); LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate of the State of North Dakota (“LAWA”); CITY OF CARRINGTON, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Carrington”); CITY OF COOPERSTOWN, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Cooperstown”); CITY OF FARGO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Fargo”); CITY OF GRAND FORKS, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Grand Forks”); CITY OF HILLSBORO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Hillsboro”); CITY OF MAYVILLE, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Mayville”); CITY OF VALLEY CITY, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Valley City”) (collectively, “D2 Participants”). This Small Systems Amendment adds Parties to the Interim Financing Agreement Series D, dated November 1, 2023 (“Series D Agreement”), and obligates D2 Participants to share in the funding of the 2023-2025 RRVWSP Work Plan. Unless otherwise amended or referenced herein, all terms and conditions of the Series D Agreement remain valid and in full effect.

1. The initial Series D Participants entered into the Series D Agreement on November 1, 2023, which is an agreement to finance 81.16% of the 25% local cost share of Garrison Diversion 2023-2025 Biennium Work Plan. The initial Series D Participants agreed to obtain financing for the local share of the Work Plan in two tranches, with the first financing only obligating Fargo and Grand Forks through the Series D1 Financing. A second round of debt financing for the remaining 18.84% of the Local Project Costs was to be separately issued as a “Series D2 Financing” once the D2 Participants were identified. This Small Systems Amendment requires the undersigned D2 Participants to finance the remaining 18.84% of the 25% Local Project Costs, granting to each the rights and obligations pursuant thereto, as if they had all originally signed the Series D Agreement.
2. This Small Systems Amendment identifies all D2 Participants’ respective nominations for a water supply. Through signatures on this Small Systems Amendment and a previously or contemporaneously executed Memorandum of Commitment, each D2 Participant nominates the water supply identified on Attachment 1, which is hereby added as Exhibit C to the Series D Agreement.
3. The undersigned agrees to pay their respective portions of the Local Project Costs in the amounts identified in Attachment 2, pursuant to and in the manner described in Paragraph 3.06 of the Series D Agreement and from legally available revenues that are irrevocably pledged to payment thereof. The undersigned will execute debt instruments for their respective financial obligations for the Series D2 Financing, up to the amounts identified in Attachment 2, plus financing costs. These payments are made on behalf of LAWA. Attachment 2 includes an Amended Exhibit B, which replaces the Series D Agreement Exhibit B.

4. Once this Small Systems Amendment is fully executed by each of the D2 Participants, Garrison Diversion may proceed to issue the Series D2 Financing.
5. The undersigned agree that the funds they pay pursuant to this Small Systems Amendment and Series D2 Financing are non-refundable in any and all cases except in the event Garrison Diversion does not award a contract for the construction of the intended infrastructure. If no construction contract is issued or if the Project is delayed indefinitely, as determined in good faith by Garrison Diversion and LAWA after consultation with and input from the D2 Participants, Garrison Diversion will return any remaining unused funds to each Series D Agreement and Small Systems Amendment signor, in relative proportion to the total payment made by each in support of the Series D Agreement, as amended.
6. Series D Agreement Section 3.09 is replaced with the following language:

SECTION 3.09 ASSIGNMENT. Each Project Participant's nominations and financial obligations under the Series D Agreement and the Small Systems Amendment may be assigned or transferred to another LAWA member capable of assuming the duties on any financial or other terms it considers appropriate with the prior written consent of Garrison Diversion and LAWA. No Project Participant may otherwise pledge, hypothecate, or encumber its interests in the Series D Agreement or the Small Systems Amendment without the prior written consent of Garrison Diversion and LAWA. The written approval required of Garrison Diversion and LAWA pursuant to this Section will not be unreasonably withheld.
7. The Parties specifically intend that the D2 Participants have the same rights and responsibilities as Fargo and Grand Forks in the Series D Agreement Sections 4.04, 4.05, 6.03 and 8.05. Each Party hereto is bound to all terms of the Series D Agreement and incorporates any required representations as if it were an original signer of the Series D Agreement.
8. In addition to the addresses identified in Series D Agreement Section 8.02, any notices required to be sent to the undersigned D2 Participants should be sent to the following:

If to Carrington: Attn: City Auditor
 103 10th Ave N
 P O Box 501
 Carrington, ND 58421

If to Cooperstown: Attn: City Auditor
 611 9th St NE
 PO Box 712
 Cooperstown, ND 58425

If to Hillsboro: Attn: City Auditor
 9 South Main Street
 P.O. Box 400
 Hillsboro, ND 58045

If to Mayville: Attn: City Auditor
 21 1st St NE
 Mayville, ND 58257

If to Valley City: Attn: City Auditor
 254 2nd Avenue NE
 Valley City, ND 58072

9. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Small System Amendment, and agree they have not been influenced by any representations or statements made by any other Parties.
10. The undersigned confirms it has the legal right and ability to enter into this Small Systems Amendment and the Series D Agreement.
11. This Small Systems Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

IN WITNESS WHEREOF, Garrison Diversion, LAWA, Carrington, Cooperstown, Fargo, Grand Forks, Mayville, Hillsboro, and Valley City caused this Series D Agreement – Small Systems Amendment to be executed.

(Remainder of page intentionally left blank.)

Common Interest Agreement

This Common Interest Agreement (the “**Agreement**”) is made between the undersigned counsel (“**Counsel**”), acting for themselves and on behalf of their respective clients Garrison Diversion Conservancy District (“**Garrison Diversion**”) and Lake Agassiz Water Authority (“**LAWA**,” collectively with Garrison Diversion, the “**Parties**” in this Agreement).

WHEREAS, Garrison Diversion and LAWA are developing the Red River Valley Water Supply Project (the “**Project**”); and

WHEREAS, pursuant to a Cooperation Agreement, dated May 8, 2020, by and between Garrison Diversion and LAWA (the “**Cooperation Agreement**”), Garrison Diversion will finance, design, build, construct, maintain, own, and operate the Project to provide water service to LAWA, the representative entity of the end users of the Project; and

WHEREAS, LAWA, through the end users, will ultimately reimburse, or provide initial funds to, Garrison Diversion for the capital costs and operation and maintenance of the Project; and

WHEREAS, the Cooperation Agreement further sets forth a procedure that the Parties will follow for the acquisition of property interests that are necessary for the Project; and

WHEREAS, the procedure provides that Garrison Diversion is responsible for acquiring the necessary property interests (“**Acquisition**”) through negotiations for the most cost-effective price possible, taking into account all factors, and will use eminent domain as a last resort; and

WHEREAS, while the process of Acquisition is transpiring, Garrison Diversion will provide updates to LAWA and will consult with LAWA prior to initiating any condemnation proceedings due to LAWA’s direct financial stake in the Acquisition; and

WHEREAS, the Parties share a common financial interest in the Project and in developing and pursuing common claims and legal issues concerning Acquisition, including Garrison Diversion’s claims to acquire necessary property interests in exchange for payment of an amount equal to just compensation that will ultimately be paid by LAWA stakeholders (the “**Claims**”); and

WHEREAS, this Agreement confirms the Parties’ understanding and provides, to the fullest extent permitted by applicable law, for sharing information, strategy, and documents concerning the Parties’ common interests related to Acquisition without waiving the confidential, privileged, or protected nature of any communications, information, documents, or things of any nature or description shared between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the Parties agree as follows:

1. Joint Prosecution Information. To further the Parties’ mutual interests and the development of common Claims, this Agreement covers all information disclosed by a Party to

another Party in confidence and in furtherance of common claims and interests concerning the Claims and Acquisition, including, without limitation: research and analysis, expert reports, witness interviews and summaries, memoranda of law, briefing and debriefing memoranda and conversations, summaries, transcripts, notes, outlines, recordings, transcripts of recordings, correspondence, factual analyses, attorneys' mental impressions, attorneys' advice or counsel, emails, instant messages, and any other documents, electronic data, or information that are protected from disclosure to third parties under any privilege, protection, or immunity ("**Joint Prosecution Information**" or "**JPI**"). JPI also includes information derived from or reflecting JPI. The Parties may undertake joint efforts concerning the Claims and Acquisition, and any information, communications, and work product concerning or resulting from such joint efforts shall be deemed JPI.

JPI does not include information that: (a) is or becomes part of the public domain (provided that it does not become public in violation of this Agreement); or (b) was or is independently known, obtained, prepared, or discovered by a Party without using JPI from another Party. However, the Parties' communications concerning public information that relates to the development of a common claim or issue shall be JPI.

2. Sharing and Use of JPI. The Parties to this Agreement intend that any and all JPI may be exchanged among them without any waiver or compromise of any attorney-client privilege, work product doctrine, or any other privileges or protective doctrines. Either Party may disclose JPI to the other Party, regardless of whether the disclosure is between attorneys (including Persons, as defined herein, assisting these attorneys) and the Party or between Parties. The Parties agree that there shall be no disclosure of JPI to any other individual or for any other purpose without first obtaining the consent of the Party who generated and first disclosed the JPI (the "**Originating Party**"), or as required by law.

3. Marking. The Parties may, solely as a matter of convenience, mark documentation JPI disclosed pursuant to this Agreement, "Confidential Materials," and, where appropriate, "Privileged and Confidential Attorney-Client Communication" and "Attorney Work Product." The failure to so mark any JPI, however, shall not limit the application of any applicable privilege, including but not limited to the common interest privilege.

4. Confidentiality and Nondisclosure. The Parties agree to use their best efforts to maintain the confidentiality of JPI and ensure that it is not shared in a way that waives or limits applicable privileges or protections. They further agree they shall use JPI solely in connection with Acquisition and for no other purpose. Each Party shall keep JPI received or derived from another Party confidential and shall not disclose it except to: (a) each Party's Counsel and the Parties; (b) paralegal and clerical staff of Counsel who are assisting in the Acquisition; (c) expert witnesses and consultants engaged by a Party, including LAWA's current executive project manager, Brent Bogar; and (d) a Party's other employees who have a need to know JPI because, for example, they help prosecute the Claims or manage the Acquisition (collectively, the "Persons"). All Persons permitted access to JPI shall be advised of this Agreement's confidentiality and non-disclosure requirements.

5. No Waivers. The sharing of JPI among the Parties pursuant to this Agreement shall not waive the attorney-client privilege, work product protection, or other applicable privileges or

protections. All JPI that is privileged or protected as to any Party shall remain privileged or protected when communicated to another Party to this Agreement in accordance with the joint and common interest doctrine. The Parties jointly hold all applicable privileges and protections concerning JPI exchanged or generated under this Agreement.

No Party shall have authority to waive any applicable privilege or protection on behalf of another Party and a Party's waiver of any applicable privilege or protection shall not be construed to apply to another Party.

Any waiver of this Agreement's rights and limitations in any particular instance shall not be deemed, and is not, a general waiver of this Agreement's other rights or limitations and shall not operate as a waiver beyond the particular instance. The Parties agree that the inadvertent or unintentional disclosure of JPI to persons or entities who are not Parties or Persons, regardless of whether the information was designated as privileged or JPI when disclosed, shall not be deemed a waiver in whole or in part of any confidentiality, privilege, or protection, either as to the specific information disclosed or as to any other information relating thereto or to related subject matter (and the Parties agree they will not assert such a waiver argument). Upon the discovery of an inadvertent or unintentional disclosure of JPI, the Parties shall cooperate to restore and preserve all applicable privileges and protections concerning the JPI, including retrieval of all inadvertently produced copies.

6. Disclosure Requests. This Agreement and all documents and communications concerning its negotiation, drafting, and execution shall remain confidential to the Parties and shall only be disclosed to persons authorized to receive JPI, unless all Parties consent to the disclosure, disclosure is required under applicable open records laws, or it is necessary to preserve a privilege or protection.

If any Party receives a subpoena, demand, open records request, or court order requesting the disclosure or production of this Agreement or JPI ("Disclosure Request"), and if the requested JPI did not originate with the Party and was not independently developed or discovered by the Party, then the Party shall:

- (a) immediately notify the other Party of the Disclosure Request, provide copies of any writings or documents, including the subpoena, demand, open records request, or court order, which relate to the Disclosure Request, and describe its proposed response thereto;
- (b) timely preserve and invoke any applicable privileges and protections; and
- (c) not voluntarily surrender the requested JPI (except those originated by the Party) without providing, to the extent legally permissible, all affected Parties a reasonable opportunity to protect their respective interests.

7. Open Meetings. This Agreement is subject to all applicable state open meetings laws. The Parties agree and acknowledge that if a Party is authorized to hold an executive session under applicable law to discuss Claims or Acquisition, then the Persons, related to either Party, will be allowed to attend said executive session.

8. Termination. This Agreement shall terminate upon completion of Acquisition for the Project. This Agreement may be terminated at any time, however, by either Party by written notice to the other Party. The effect of termination of this Agreement is prospective only. In particular, each Party's obligations under this Agreement shall survive termination of this Agreement. Termination under this Section does not authorize violation of the Agreement or operate as a waiver of any terms or conditions of this Agreement.

9. Conflict of Interest Waivers. This Agreement does not affect or limit the independent and separate representation of each Party by their Counsel. Unless otherwise agreed, each Counsel may act only on their Party's behalf and not on any other Party's behalf. Each Party understands and acknowledges that another Party's Counsel may have the duty and obligation to take actions that may be contrary to their interests concerning the Claims and Acquisition. Nothing in this Agreement creates an attorney-client relationship between any Party and any other Party's Counsel or imposes any duty of loyalty or other fiduciary duties on any Counsel concerning any Party that Counsel is not representing in the Acquisition (other than the obligations in this Agreement).

The Parties acknowledge they may now or in the future have adverse interests and that the sharing of confidences pursuant to this Agreement may lead to potential conflicts of interest of the various Counsel in the future. The Parties do not intend that this Agreement or the exchange of JPI shall be used to support the future disqualification of their respective Counsel and agree that they will waive any conflicts arising from the sharing of JPI pursuant to this Agreement.

10. Effective Date. This Agreement is effective as of the first exchange or sharing of JPI. Before this Agreement's execution, however, but after recognizing a common interest concerning the Claims and Acquisition in the Cooperation Agreement, the Parties may have shared information that would qualify as JPI as defined and governed by this Agreement. The Parties agree that such information is subject to this Agreement and the same privileges and protections as if it had been shared after this Agreement's execution. Additional parties may join this Agreement but only if all Parties' written consent.

11. Notices. Each Party shall deliver all notices, requests, demands, and other communications required by this Agreement (each, a "Notice") in writing and addressed to the other Party's Counsel. Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, or certified or registered mail (return receipt requested, postage prepaid). A Notice is effective only (a) upon receipt by the receiving party and (b) if the Party giving the Notice has complied with the requirements of this Section.

12. Counterparts and Authority to Sign. This Agreement may be executed in counterparts, each of which is an original, and all of which together constitute the Parties' complete agreement. The signatures of both Parties do not need to be on the same counterpart for this Agreement to be effective. This Agreement may not be amended, waived, or modified without the written consent of all current Parties. Each Party represents that any person signing this Agreement on its behalf has authority to do so and that no further action is necessary to make this Agreement a valid and binding obligation on each Party.

13. Counsel Signatures. By signing this Agreement, the undersigned counsel certify that each has explained the contents of this Agreement to his or her respective client and that the clients agree to abide by the terms reflected herein. The undersigned counsel also certify that all discussions held and materials exchanged in contemplation of the signing of this Agreement, but prior thereto, are also protected by this Agreement.

14. Binding Effect; Conclusion of Acquisition. This Agreement binds and inures to the benefit of the Parties and their respective heirs, legatees, representatives, attorneys, successors, transferees, and assigns. This Agreement also automatically applies to and binds any Party's substitute or associated Counsel. This Agreement is not subject to abrogation by any heir, assign, receiver, trustee, or other successor in interest to waive any confidentiality, privilege, or protection.

15. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable, any court with jurisdiction over this Agreement and the Parties has the power to modify such provision so that it is valid and enforceable, but only to the extent the modification is consistent with the Parties' intent, and in that case, the rest of this Agreement shall remain in full force and effect.

16. Remedies for Breach. The Parties agree that disclosure of any JPI in violation of this Agreement will cause irreparable harm to the other Party for which there is no adequate legal remedy. Each Party acknowledges that immediate injunctive relief is an appropriate and necessary remedy against any Party who is, in any way, communicating, intending to communicate, or attempting to communicate JPI to any third party in violation of this Agreement. No Party shall be liable to the other Party for indirect, special, incidental, exemplary, or consequential damages for breach of this Agreement.

17. Forum Selection and Governing Law. The Parties agree that all disputes, claims, motions, actions, or proceedings directly or indirectly arising out of or relating to this Agreement shall be litigated only in a state or federal court located in North Dakota and hereby consent to personal jurisdiction in such forum for purposes of those proceedings. Any dispute regarding the Agreement shall be resolved, to the extent possible, through *in camera* proceedings. If it becomes necessary to interpret any of the terms of this Agreement, the laws of the State of North Dakota shall apply.

18. No Admissions. This Agreement shall not constitute or be used as evidence of any admission of law or fact against any Party, or as evidence of liability or responsibility for any claims, costs, or damages. This Agreement shall not operate to release or affect any of the rights of any Party under applicable state or federal law.

19. Reservation of Rights. Notwithstanding any provision of this Agreement, the Parties reserve all claims, causes of action, and any and all other rights they may have against the other Party, and the Parties do not intend or expect this Agreement to release or to waive those claims or rights.

20. Entire Agreement. This Agreement memorializes any and all earlier agreements relating to JPI for Acquisition, constitutes the sole and entire agreement of the Parties relating to

JPI for Acquisition, and supersedes all prior and contemporaneous understandings and agreements relating to JPI for Acquisition.

21. Jointly Drafted. This Agreement was jointly drafted by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

22. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

23. Common Interest. The Parties understand that the purpose of this Agreement is to facilitate common interest representation by increasing the information flow between the Parties.

24. Evidence. The Parties agree that this Agreement shall not be offered or received in evidence, nor shall it be admissible at any trial or other proceeding, except for the purpose of enforcing its terms, unless all Parties agree in writing to allow it.

25. Cost Reimbursement. Nothing herein is intended to amend or modify the cost reimbursement structure agreed to by the Parties in the Cooperative Agreement or other applicable agreements.

26. Authority of Parties. This Agreement shall not create any agency or similar relationship between the Parties or Counsel.

[SIGNATURE PAGE FOLLOWS]

Accepted and agreed, by:

Date: _____

Tami Norgard

Vogel Law Firm

Counsel for Garrison Diversion Conservancy
District

Date: _____

Katie Schmidt

John Shockley

Ohnstad Twichell, P.C.

Counsel for Lake Agassiz Water Authority

2024 ACCOMPLISHMENTS

Garrison Diversion Conservancy District

1) Federal/National

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

2) MR&I Program

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

3) Agriculture and Irrigation Development

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

4) Red River Valley Water Supply Project

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

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

5) Natural Resources

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

6) Recreation Program

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

7) Administrative/Legislative

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

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

8) Public Relations

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

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

9) Engineering & Operations

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

2025 WORK PLAN

Garrison Diversion Conservancy District

A. Federal

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

B. MR&I Program

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

C. Develop and enhance irrigation in North Dakota

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

D. Red River Valley Water Supply Project

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

E. Natural Resources

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

F. Recreation Program

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

G. Administrative/Legislative

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

H. Public Relations

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

I. Engineering & Operations

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