

**GARRISON DIVERSION CONSERVANCY DISTRICT
BOARD OF DIRECTORS
Garrison Diversion Conservancy District
Carrington, North Dakota
April 24 & 25, 2025**

A G E N D A - REVISED

April 24

- 1:30 p.m. I. Call to Order & Pledge of Allegiance – Jay Anderson
- 1:31 p.m. II. Roll Call – Lisa Schafer
- 1:32 p.m. III. Announcements and Introductions – Jay Anderson
- 1:34 p.m. IV. Oath of Office – Tami Norgard
- 1:37 p.m. V. **Reading and Consideration of Minutes** – Jay Anderson
 - A. **>Board of Directors – January 9 & 10, 2025**
 - B. **>Committee of the Whole – January 10, 2025**
- 1:40 p.m. VI. Officers and Committee Reports
 - A. Chairman – Jay Anderson
 - 1. Executive Committee
 - a. Financial Report - Merri Mooridian
 - i. **>*Financial Statements**
 - ii. **>*2025 Budget Revisions**
 - iii. >Budget Timeline
 - B. Vice Chairman – Greg Bischoff
 - C. Second Vice Chairman – Jeff LeDoux
 - D. Recreation Committee – Bruce Klein
 - 1. >Approved Spring Recreation Grants
 - 2. ***Recreation Reserve Fund Interest**
 - E. MR&I Committee – Larry Kassian
 - 1. MR&I Program Report
 - a. >Water Supply Assistance Grant Program Outstanding Projects
 - b. >Construction Report – Duane DeKrey
 - F. Red River Valley Committee – Jason Siegert
 - 2:00 p.m. VII. ND Water Users and Irrigation Association Report – Dani Quissell
 - A. >Legislative Report
 - B. >Water Funding for ND
 - C. >ND Irrigation Feasibility Study Final Report
 - D. >Summer Water Tours
 - 2:10 p.m. VIII. Red River Valley Water Supply Project
 - A. 2024 Construction Review – Kip Kovar
 - 1. Change Orders – Kip Kovar
 - a. **>*Contract 5B, Task Order 5532 – Change Order No. 6**
 - b. **>*Contract 5C, Task Order 5533 – Change Order No. 1**

- B. >Work Plan Update – Kip Kovar
- C. 2025 Construction Outlook – Kip Kovar/Kurt Ronnekamp
 - 1. ***Contract 6B/6C Pipeline Plans and Specifications Approval (Dropbox folder)**
 - 2. ***Contract 7A/7B Pipeline Plans and Specifications Approval (Dropbox folder)**
- D. MR&I/ENDAWS Task Orders – Kip Kovar/Paul Boersma/Kurt Ronnekamp
 - 1. **>*2150 – McClusky Canal Hydraulic & Water Quality Investigation**
 - 2. **>*2350 – ENDAWS Site Dev., Contract 1, Final Design & Bidding Services**
 - 3. **>*3150 – ENDAWS BWTP Piloting & Treatability Study**
 - 4. **>*3220 – ENDAWS Facilities Supplemental Geotech. Investigation**
 - 5. **>*5315 – ETP, Contract 1, Partial Final Design Services**
 - 6. **>*5325 – ETP, Contract 2, Partial Final Design Services**

3:00 p.m.

COFFEE BREAK

3:15 p.m.

Red River Valley Water Supply Project Continued

- E. **>*2023-2025 Revised Biennium Work Plan/Budget** – Kip Kovar/Kurt Ronnekamp
- F. >2025-2027 Draft Biennium Work Plan/Budget - Kip Kovar/Kurt Ronnekamp
 - 1. ***25-27 SWC & Water Infrast. Rev. Loan Fund Submission** – Merri Mooridian
- G. >Program Schedule – Kip Kovar
- H. User Engagement Update – Steve Burian
 - 1. >Prospective Users Update
 - 2. Memorandum of Commitment Capacity Maps
 - 3. **Memorandum of Commitment Approvals**
 - a. **>*Richland County**
- I. Financial Update – Merri Mooridian
 - 1. Water Revenue Bond Series 2025B
 - a. **>*Interim Financing Agreement Series E**
 - b. ***>Financing Resolution** – Mia Thibodeau
 - c. ***>Loan Agreement** – Mia Thibodeau
 - 2. Interim Financing Agreement Series F – Merri Mooridian
- J. LAWA Update – Brent Bogar
 - 1. >HB1162 – LAWA Board of Directors

4:15 p.m.

- IX. >Bureau of Reclamation Report – Joe Hall and Tara Kinsey

4:30 p.m.

X. **Executive Session**

A. Pursuant to N.D.C.C. §44-04-19.1, 2, 5 and 9 to discuss contract negotiations with LAWA and Users for the Red River Valley Water Supply Project

5:00 p.m.

RECESS

5:00 p.m.

Social at the Garden Gate – Sponsored by AE2S

April 25

- 8:30 a.m. XI. Department of Water Resources – Reice Haase
- 8:45 a.m. XII. Operational Planning Update – Kip Kovar/Paul Boersma
- 9:15 a.m. XIII. Legislative Update – Duane DeKrey/Terry Effertz
 - A. >HB1020 – DWR Budget Bill

- B. >HB1531 – Irrigation Study
- C. >SB2379 – Land Access for Surveying
- 9:25 a.m. XIII. Snake Creek Embankment Dam Safety Modification Study – Kip Kovar
- 9:35 a.m. XIV. O&M Update – Ryan Anderson
- 9:40 a.m. XV. >Irrigation Update – Ryan Anderson
 - A. >2025 Map
- 9:45 a.m. XVI. Trip Reports
 - A. Groundwater Management District Assoc.
 - 1. >Jay Anderson
 - 2. >Greg Bischoff
- 9:50 a.m. XVII. **>*ND Insurance Reserve Fund Annual Meeting & Election** – Duane DeKrey
- 9:55 a.m. XVIII. General Manager's Report – Duane DeKrey
 - A. Summer Engineering Intern
 - B. Dakota Dynamics
- 10:00 a.m. XIX. Upcoming Events – Jay Anderson
 - A. >Garrison Diversion 2025 Meetings
 - B. >NWRA Federal Affairs Conference – April 28-30, Washington, DC
 - C. LAWA Board Meeting – July 2, Fargo
 - D. Water Resource Districts Summer Meeting – July 9 & 10, Spirit Lake Casino
 - E. Water Day, ND State Fair – July 24, Minot
 - F. Western Water Seminar – August 6-8, Park City, UT
 - G. Top O' the Day Golf Tournament – August 11, Carrington
 - H. NRWA WaterPro Conference – September 15-17, New Orleans
 - I. ND League of Cities Conference – September 17-19, Bismarck
 - J. LAWA Board Meeting – October 2, Fargo
 - K. ND Association of Counties Conference – October 26-28, Bismarck
 - L. Family Farm Alliance Conference – October 30 & 31, Reno, NV
 - M. NWRA Annual Conference & Leadership Forum – Nov. 5-7, Tucson, AZ
 - N. Joint ND Water/Upper Missouri Assoc Conference/Irrigation Workshop – Dec. 9-12
- 10:05 a.m. **ADJOURN**

Items in bold require action by the Board

* Requires a roll call vote

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

25-01

**GARRISON DIVERSION CONSERVANCY DISTRICT
BOARD OF DIRECTORS**

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

January 9 and 10, 2025

A meeting of the Garrison Diversion Conservancy District Board of Directors was held on January 9 and 10, 2025, at the Garrison Diversion Conservancy District in Carrington, North Dakota. The meeting was called to order by Chairman Walter at 1:30 p.m. on January 9.

MEMBERS PRESENT

Chairman Alan Walter
Vice Chairman Jay Anderson
Second Vice Chairman Greg Bischoff
Director Dave Anderson
Director Robin Arndt
Director Kyle Blanchfield
Director Nikki Boote
Director Mark Cook (by video conference)
Director Steve Forde
Director Roger Gunlikson (by video conference)
Director David Johnson (by video conference day two)
Director Cliff Hanretty (day one)
Director Geneva Kaiser
Director Larry Kassian
Director Bruce Klein
Director Kelly Klosterman
Director Jeff LeDoux
Director Steve Metzger
Director Bill Ongstad
Director Brian Orn (by video conference)
Director Jim Pellman
Director Kenny Rogers (by video conference)
Director Jason Siegert (by video conference)
Director Mike Tweed
Director Ken Vein (by video conference)
Director Donald Zimbleman
Secretary Duane DeKrey

MEMBERS ABSENT

Director Dave Johnson (day one)
Director Margo Knorr
Director Brandon Krueger

OTHERS PRESENT

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

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

ANNOUNCEMENTS AND INTRODUCTIONS

Chairman Walter called on others in attendance to introduce themselves.

OATH OF OFFICE

Tami Norgard, Vogel Law Firm, performed the oath of office for new and re-elected board members.

READING OF THE MINUTES

Motion by Director Blanchfield to dispense with a reading of the October 10 and 11, 2024, Board of Directors minutes and December 30, 2024, Special Board minutes and approve them as distributed. Second by Second Vice Chairman Bischoff. Upon voice vote, motion carried.

OFFICER AND COMMITTEE REPORTS

Chairman - - Chairman Walter provided a summary of the December 18, 2024, Executive Committee meeting.

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

Second Vice Chairman Report - - Second Vice Chairman Bischoff also reported on RRVWSP meetings he has attended, which have been more with local users.

1st Report of Nominating Committee - - Director Klosterman, who chairs the Nominating Committee, announced the committee's recommendations for officer positions: Chairman, Jay Anderson; Vice Chairman, Greg Bischoff and Second Vice Chairman, Jeff LeDoux. For Executive Committee positions: Nikki Boote, Bruce Klein, Jason Siegert and Mike Tweed.

Director Klosterman added Mike Tweed has served one term on the Executive Committee and is eligible to run for a second term.

Chairman Walter stated there can be further nominations made today; however, no nominations can be made tomorrow. Elections will be held tomorrow morning.

Public Relations Committee - - Director D. Anderson, Chairman, Public Relations Committee, reported the committee met this morning and reviewed the communications task order, which the committee recommends for approval by the full board. The committee also approved the 2025 Public Relations work plan and budget. Updates were also provided on various public relation activities.

Task Order GF 1.48 – 2025 Strategic Communications Services

Kimberly Cook, Communications Director, Garrison Diversion, presented Task Order GF 1.48, 2025 Strategic Communications Services, which covers communications planning and management, public and media relations, legislative support, education and engagement support, owned media support (digital, social, video, design) and website maintenance.

Ms. Cook added the cost of the task order is \$109,000, which is an increase of about \$13,000 from last year's task order mainly due to the legislative session. A copy of the task order is attached to these minutes as Annex II.

Motion by Director D. Anderson to approve Task Order GF 1.48, 2025 Strategic Communications Services in the amount of \$109,000. Second by Director Orn. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Forde, Gunlikson, Hanretty, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Johnson, Knorr and Krueger. Motion carried.

Engineering & Operations Committee - - Director Tweed, Chairman, Engineering & Operations (E&O) Committee, reported the E&O Committee also met this morning and were provided a review of the 2024 O&M Work Plan activities at each of the work sites, along with an update on the McClusky Canal major slide repair project and cofferdam removal project at the Snake Creek Pumping Plant (SCPP). Following that, the committee reviewed the 2025 Operation, Maintenance and Replacement (OM&R) Work Plan, which the committee recommends for approval.

Ryan Anderson, Engineer, Garrison Diversion, commented the 2025 O&MR budget is \$5.9 million. Typically, the annual budget submitted to the Bureau of Reclamation (Reclamation) is around \$4.1 million, but this was recently revised to include an additional \$1.8 million, which has been allocated for the SCPP cofferdam removal.

Chairman Walter said the cofferdam is located in front of the intake structure of the SCPP. It was built to keep the area dry when constructing the SCPP. A portion of the cofferdam was removed several years ago, but the rest of it needs to be removed.

Mr. Anderson stated it is perfect timing with the construction of the NAWS Pumping Plant.

Motion by Director Klosterman to approve the 2025 Operation, Maintenance and Replacement Work Plan. Second by Director Metzger. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Forde, Gunlikson, Hanretty, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Johnson, Knorr and Krueger. Motion carried.

MR&I Committee - - Director Kaiser, Chairman, MR&I Committee, reported in 2024, the Water Supply Assistance Grant Program awarded \$266,019 for projects. The amount expended is \$194,462. The balance remaining in the fund is \$165,366 with outstanding projects of \$147,213. The recipients have two years to expend the funds.

MR&I Construction Reports

Total 2024 MR&I expenditures are \$5,188,036. Remaining federal MR&I funds are \$16,344,887. The 2024 BIL funding expenditures are \$5,331,957, which was for the NAWS Project. Remaining funds are \$35,213,042. Copies of these reports are attached to these minutes as Annex III.

Red River Valley Committee - - Director Vein, Chairman, Red River Valley (RRV) Committee, reported the committee met on November 27 following the LAWA Board meeting. The RRVWSP update is next on the agenda so he will not add anything at this point.

RRVWSP UPDATE

Construction Update - - Kip Kovar, District Engineer, Garrison Diversion, provided updates on the RRVWSP construction contracts via PowerPoint. Contract 5A is complete. Contract 5B, Garney Construction, has all nine miles of pipeline installed. The contractor will return this summer to perform plumbing and restoration. Construction began on Contracts 5C and 5D over the summer. Contract 5C, Oscar Renda Contracting, is 46 percent complete with 3.7 miles of pipe installed. Contract 5D, Carstensen Contracting, is 43 percent complete with 4.3 miles of pipe in the ground. Contract 6A, Carstensen Contracting, was recently awarded.

Mr. Kovar said to date, approximately 18 miles of pipeline is installed on the project. The total projected amount of pipe to be installed in 2025 is 13.5 miles. If 13.5 miles of pipe could be installed each summer, the pipeline would be finished by 2032.

Mr. Kovar reported at the end of 2024, eight construction contracts with a total value of \$270 million were awarded for the RRVWSP. Of that amount, 50 percent has been expended.

Mr. Kovar added by mid-2025, more than 100 miles of pipeline will be 100 percent designed.

Pending change orders are expected this spring. Another \$1 million is anticipated for Contract 5B. Accrued liquidated damages as of today are (\$740,000) for a subtotal of \$273,000, which may be negotiated at the end with Garney Construction. There is also an artificial gravel foundation bid item on both Contracts 5C and 5D not being used that may result in a credit back to Garrison Diversion of approximately \$2 million. This all results in a grand total of pending/anticipated change order items of (\$1.7 million).

Second Vice Chairman Bischoff asked if there happens to be \$1.7 million unspent at the end of the biennium, what happens to those funds. Are they returned to the Department of Water Resources (DWR) and reallocated?

Mr. Kovar said as he understands it, in order to rollover remaining funds from one biennium to another biennium, approval from the DWR is required.

Mr. Gaddie added discussions have just begun with the DWR about expunge-ability and the ability to roll dollars backward and forward because these are all subparts of a bigger project.

Work Update - - Mr. Kovar referred to the RRVWSP Work Plan Update dated November 19, 2024, which summarizes the status of ongoing projects. A copy of the work plan is attached to these minutes as Annex IV.

Contract 6A

Kurt Ronnekamp, Black & Veatch (BV), reported Contract 6A begins east of the James River and runs north and east of Kensal about seven miles. Negotiations took place with Foster County in order to eliminate any trenchless crossings. When crossing the Continental Divide, there is a main line 72-inch isolation valve.

Mr. Ronnekamp reviewed the prequalification process for contractors. Seven contractors were prequalified with three of these contractors bidding on Contract 6A.

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. The bid tabulation summary is attached to the minutes as Annex V.

Mr. Ronnekamp 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.

Carstensen Contracting, Inc. was the apparent low bidder on the base bid and alternatives one and two at \$52,512,981. Oscar Renda Contracting was second low bidder at \$59,031,650 and Harper Brothers Construction at \$74,931,088 was third. The engineer's estimate was \$54,512,981.

Mr. Ronnekamp said the original 2023-2025 biennium work plan budget included \$45 million for Contract 6A. The budget was increased to \$52 million prior to the bid letting. The funding difference of \$7 million will be made up from savings on existing construction contracts, savings on design contracts, small partial use of biennium contingency and maintaining a \$6.32 million contingency.

In summary, the money is available to fund Contract 6A, and bid results are consistent with previous bids and engineer's estimates. Based on pre-qualifications and low bid, award of Contract 6A (base + Alternative 1 + Alternative 2) went to Carstensen Contracting.

Mr. Kovar said the Executive Committee approved awarding Contract 6A to Carstensen Contracting at its meeting on December 18. The notice of award, contract agreement and notice to proceed have been signed by Garrison Diversion. Copies of these documents are attached to these minutes as Annex VI. Once Carstensen Contracting signs and returns the notice to proceed, the process is finalized.

HOUSE AND SENATE ENERGY AND NATURAL RESOURCES COMMITTEES

The board watched Garrison Diversion General Manager, Duane DeKrey's presentation via video conference as he provided an overview and status update on Garrison Diversion to the House and Senate Energy and Natural Resources Committees in Bismarck.

RRVWSP UPDATE CONTINUED

ENDAWS Electrical Services – Request for Federal Power - - Mr. Kovar informed the board a letter was submitted to Reclamation requesting written confirmation that the (Eastern North Dakota Alternate Water Supply) ENDAWS Project is eligible to receive federal power. Reclamation's confirmation letter was received stating the project will receive firm power

through the Dakota Water Resources Act (DWRA). Copies of the letters are attached to these minutes as Annex VII.

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.

RRVWSP UPDATE CONTINUED

2023-2025 Biennium Work Plan/Budget - - Mr. Kovar referred to the updated 2023-2025 Biennium Work Plan totaling \$246 million dated December 9, 2024, which is attached to these minutes as Annex VIII. The changes reviewed earlier with the board are highlighted and will account for Contract 6A's budget overage, thus allowing for additional pipeline to be installed.

Mr. Kovar reported the Lake Agassiz Water Authority (LAWA) Board approved these budget changes at their November 27 meeting.

Motion by Director Tweed to approve the updated RRVWSP 2023-2025 Biennium Work Plan/Budget. Second by Director Klein. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Forde, Gunlikson, Hanretty, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Johnson, Knorr and Krueger. Motion carried.

Program Schedule - - Mr. Kovar referred to the RRVWSP Program Schedule updated as of January 2, 2025. This shows the timeline of all the RRVWSP construction projects.

User Engagement Status

Prospective User Update

Steve Burian, Burian & Associates, provided a user engagement update, reporting the end of the year has been very active. The original Memorandum of Commitment (MOC) includes the Series D2 participants, who are those that committed to help pay for the 2023 biennium, including Carrington, Cooperstown, Hillsboro, Mayville, Valley City, Grand Forks and Fargo. The signing deadline for this MOC was October 25, 2024.

Mr. Burian said rather than penalize anyone, Fargo and Grand Forks agreed to pay the remainder of the costs for Series D2 subject to a future true-up. A new MOC was then drafted removing the portion about the Series D2 commitment. The MOC really just asks for capacity and a good faith intention to sign the Project Participation Agreement (PPA) when it is finalized, which is anticipated in July 2025.

User outreach meetings continued through the remainder of 2024 with an aggressive signup taking place in southeast North Dakota. The outreach team is very optimistic about getting more signups, adding as the new year begins, there are more meetings scheduled.

Mr. Burian said he believes the total capacity signed up at this time is approximately 137 cfs. Through the 2016 Development Agreements, the total was around 159 cfs.

Proposed Assurance Policy

Brent Bogar, Consultant, LAWA, gave an update on the proposed Assurance Policy and reviewed the following 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. Bogar added the Assurance Policy has had a very positive effect in getting users to sign the revised MOC in order to move the RRVWSP forward. LAWA is working with the attorneys PPA to get the Assurance Policy language incorporated into the PPA.

Financial Update

Memorandum of Commitment Approvals

Shawn Gaddie, Advanced Engineering and Environmental Services (AE2S) said the revised MOC does not include a financial obligation. The MOC does include a confirmation of user nomination amount, an intent to sign the future PPA and a brief explanation of the Assurance Policy.

Mr. Gaddie said as Mr. Burian mentioned, there have been MOCs coming in since the October deadline on the original version. Those who signed the previous MOC will pay a share of the 2024 biennium funding (Series D2).

Since then, MOCs have been continuing to come in. Three of those are on the docket today for approval. These include Grand Forks, whose city council approved a revised original MOC this week, which was required for their component of the Series D2 Small Systems Amendment. The other two are Washburn and Sargent County, who have each signed the new MOC.

Mr. Gaddie added there are a handful of additional MOCs pending signature by the user systems. These will make their way to the Garrison Diversion and LAWA boards for approval at upcoming meetings.

Director LeDoux asked if the MOC contains the language regarding the 10-year limit to decide whether or not to stay in the RRVWSP.

Mr. Gaddie said as Mr. Bogar mentioned, LAWA and its attorneys are currently writing up the full language of the Assurance Policy and the anticipated conditions. The Assurance Policy highlights that were just reviewed contain the intent for the formal PPA language.

Mr. Bogar said the 10-year limit was discussed with LAWA considering a tiered structure for those who wish to opt out after five, ten or 20 years. It was determined to keep it simple and make it ten years from the project startup at 100 percent of any principal investment made by the user.

Second Vice Chairman Bischoff asked, in regard to Grand Forks' revised MOC, will this require going back to the others who have already signed the MOC to make the same revisions.

Tami Norgard, Vogel Law Firm, commented the MOC language was previously agreed to. It was run through LAWA's attorney. It was also sent to Fargo and Grand Forks. She believes the Grand Forks City Council approved it contingent upon legal input, and their attorney was not comfortable with the language saying they intend to enter into a PPA once the final terms are negotiated. It was word smithed a bit, which Grand Forks agreed to and approved. LAWA and Garrison Diversion had approved the previous version for Grand Forks but now need to approve Grand Forks' revised MOC. The changes are very insignificant. Bond counsel also agreed to the changes as long as the attorneys and both boards give their consent.

Ms. Norgard added there is another MOC, that does not have a financing piece, being given to counties and cities that the outreach team is meeting with now, and it includes the same language regarding the PPA. No one has objected to it. All of the presentations to the users say that element is nonbinding. The user is only indicating they intend to move forward with the PPA and be a part of the project. She suggested addressing whether any of the MOC language needs to change at one of the team meetings.

Motion by Direction Klosterman to approve the revised RRVWSP Memorandum of Commitment by and between Lake Agassiz Water Authority, Garrison Diversion and the City of Grand Forks. Second by Director LeDoux. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Forde, Gunlikson, Hanretty, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Johnson, Knorr and Krueger. Motion carried.

Motion by Second Vice Chairman Bischoff to approve the RRVWSP Memorandums of Commitment by and between Lake Agassiz Water Authority, Garrison Diversion, the City of Washburn and Sargent County. Second by Director Forde. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Forde, Gunlikson, Hanretty, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Johnson, Knorr and Krueger. Motion carried.

Series D2 Financing Agreement

Mr. Gaddie provided an update on the Series D Small Systems Amendment, adding the loan did close on January 6 for Series D2. There was a pretty aggressive playbook set out between the engineering and financing teams to approve Contract 6A, and along with that, outline how the financing allowed for in Series D2 was going to be put into place in order to let that contract. After the bond resolution that ultimately led the path to the loan closing, the funds will be available for a first draw by February 10.

Common Interest Agreement - - Ms. Norgard stated Garrison Diversion recently entered into a Common Interest Agreement with LAWA. Typically, the conversations in executive session are privileged and confidential and are not subject to open meetings/records. Staff and consultants can only attend if they are directly involved or have relative information for the board to consider regarding the topics to be covered 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. The Common Interest Agreement indicates Garrison Diversion and LAWA are on the same team.

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 essentially identifying 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, 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 IX.

ND WATER USERS AND IRRIGATION ASSOCIATION REPORT

Dani Quissell, ND Water Users and ND Irrigation Association, addressed the board over video conference, providing an update on activities taking place at the legislature and in Washington, DC.

Ms. Quissell reported work is ongoing with Senator Cramer's office to reintroduce the project pumping power legislation. There are similar efforts with Senator Hoeven's office relative to the DWRA amendments and MR&I funding. They will be working in a collaborative effort with all of the delegation on both of these pieces of legislation. They will also be working to get Congressman Fedorchak's staff up to speed as they get situated.

Ms. Quissell commented she had hoped to have a final draft of the irrigation study from NDSU, but she has not received it yet. She will share it with Garrison Diversion once it arrives.

Ms. Quissell also provided updates from the legislative session. She added Reice Haase was appointed as the new director of the DWR.

BUREAU OF RECLAMATION REPORT

Mr. Kovar explained the RRVWSP will use the Sheyenne River as a conduit to deliver water, but the idea of using the James River has been in the back of everyone's mind for a long time. Garrison Diversion has met a few times with Reclamation asking if water can be put into the James River because the RRVWSP pipeline will be going underneath the James River next

year. Basically, the ideas discussed with Reclamation were whether water could be stored in or just passed through the dam.

Joe Hall, Area Manager, Bureau of Reclamation, and Tara Kinsey, Resources Service Manager, Bureau of Reclamation, addressed the board regarding the meetings held with Garrison Diversion. The discussions have mainly been about the James River and the New Rockford Canal. Following the last meeting, Garrison Diversion submitted a letter to Reclamation's regional director with a list of questions. Today they are here to go over these questions, and a written response will be provided in the next couple of weeks.

Question 1 – What would be the cost to store water in the Jamestown Reservoir?

Ms. Kinsey stated Reclamation has a process they follow called the basis of negotiation, which gives them the authority to enter into discussions with Garrison Diversion. Everything she is saying today is from previous negotiations so the rate would be negotiated. What she is providing today is what the worst case scenario would be.

Reclamation's Policy PEC 05-11 describes procedures for determining charges when contracting for the use of excess capacity in Reclamation project facilities. The rate based on that would be \$56 per acre foot annualized over 40 years, which is called the replacement factor and would be what is paid for construction. There would be O&M on top of that. Last year that was \$445,000, which is about \$14 an acre for stored water.

Second Vice Chairman Bischoff asked if that is an annual cost.

Mr. Hall said yes, it is before negotiations; they start at the top.

Question 2 – How much would a conveyance contract cost that would only account for water passing through Jamestown Dam?

Mr. Hall said that would pass water through the Jamestown Dam, dropping into the James River to the north and bringing it down. No storage is involved.

Ms. Kinsey said Reclamation believes this could be done at no cost. It is water in and water out. Reclamation would want to memorialize that in some mannerism such as a memorandum of understanding.

Question 3 – Are there other considerations Garrison Diversion needs to be concerned with regarding these contracts?

Mr. Hall said the only things Reclamation could think of was a memorandum of understanding (MOU) or a memorandum of agreement (MOA) to make sure all the roles and responsibilities are laid out.

Mr. Hall added preliminarily, Reclamation does not believe they would need to do any NEPA.

Second Vice Chairman Bischoff asked if in a drought scenario and the reservoir is not full, but yet we need to run 20 cfs through, would Reclamation wait until the reservoir is full before releases are made.

Mr. Hall said that is where a MOU/MOA would come into play.

Ms. Kinsey added in the storage contract, Reclamation would need to deal with some sort of NEPA document because that would be a federal action; however, Reclamation believes that would not be complicated.

Question 4 – Could reserve funds be used for cofferdam removal at the Snake Creek Pumping Plant under the existing OM&R Agreement?

Mr. Hall commented this last question does not apply to Jamestown. The answer is yes, but the funds would need to be replaced over time.

Vice Chairman J. Anderson asked what kind of timeframe would it be.

Ms. Kinsey said the agreement requires so much to be paid back to the fund annually to replenish it. She would have to look back to see what the exact requirements are.

Mr. Hall said the other item discussed during meetings with Garrison Diversion, and it has been talked about today, is the transfer of the New Rockford Canal. This is in the preliminary stages of discussion, but Reclamation thinks it is very doable, and they are 100 percent behind it.

Ms. Kinsey referred to the Dingell Act, which is what the Oakes Test Area (OTA) was transferred under. In that Act, one of the stipulations is you cannot negatively impact the power customers, which will be the biggest hiccup. Reclamation believes they have that mechanism since it is believed they can do a net present value of over 100 years. Right now, in the study of how the power companies pick up, they pay 50 years from the day construction is complete. The New Rockford Canal is not complete so it is believed they could get by with doing a net present value of 100 years because it will never be complete. It is not on their books to pay right now so they are not going to be in favor of adding it to their books, but they may be okay with that net present value. New Rockford Canal is a \$54 million construction cost, and if they net present value it, it is \$3.5 million. Garrison Diversion could pick up any of those costs as part of the negotiation.

Ms. Kinsey said with the Dingell Act, if an entity has a contract with Reclamation, a net present value of the payments that would be paid to Reclamation is determined and is what is paid at the time of transfer. In this situation, there is no repayment contract. Technically, Garrison Diversion could pay as little as zero to as much as \$3.5 million.

Mr. Kovar said Garrison Diversion staff heard the board indicate they would like to evaluate uses for the New Rockford Canal; therefore, Garrison Diversion has hired Dale Esser, who previously worked for Garrison Diversion and was secretary at the OTA. He was instrumental in the OTA title transfer and knows the title transfer process very well. He will assist with the process regarding the New Rockford Canal, which will involve meeting with Eddy and Wells County landowners to see if they have a use for the New Rockford Canal and if they would like title transfer to occur.

Vice Chairman J. Anderson asked how much the O&M costs are on the New Rockford Canal.

Ms. Kinsey said currently the O&M costs are approximately \$200,000 to \$300,000 per year.

Director LeDoux asked what are the potential costs for using the Jamestown Reservoir.

Mr. Kovar replied Garrison Diversion and Reclamation are working on those numbers. He will have more information at the next meeting.

Mr. Hall pointed out Reclamation's written report, which provides a summary of Reclamation's ongoing projects and activities, is attached to these minutes as Annex X.

EXECUTIVE COMMITTEE NOMINATIONS FROM THE FLOOR

Chairman Walter asked for Executive Committee nominations from the floor.

Chairman Walter asked for further nominations two more times. No further nominations were received; therefore, nominations ceased. Voting will take place when the board reconvenes on January 10.

EXECUTIVE SESSION

Motion by Vice Chairman J. Anderson to enter into Executive Session to discuss landowner settlement negotiations pertaining to the Red River Valley Water Supply Project with legal counsel. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Forde, Gunlikson, Hanretty, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Johnson, Knorr and Krueger. Motion carried.

Executive Session began at 4:08 p.m.

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

Executive Session ended at 4:35 p.m.

The board recessed at 4:35 p.m. and reconvened at 8:30 a.m. on January 10.

REPORT OF WASHINGTON, DC, LEGAL COUNSEL

Luke Johnson and Bella Wolitz of Brownstein Hyatt Farber Schreck (BHFS) provided a report on activities in Washington, DC, with the new congress and the changing dynamic environment.

Mr. Johnson expects the new congress to focus particularly on the subjects of tax policy, defense, energy and border security all as a part of the reconciliation legislation. In addition to that, there is also a desire to tackle permitting reform

Mr. Johnson reported in the last congress, a successful hearing was held on the DWRA reauthorization bill, and administration support was achieved for the bill. It was then favorably reported by the Senate and Natural Resources Committee. This was followed by objections

arising from senators along the Missouri River regarding navigation issues that have reared their head in the past.

Senator Hoeven was very active in reaching out to the senators and members he was aware had concerns or objections. He met personally with them, and there were other efforts made with the team reaching out to have conversations to alleviate concerns. At the end of the day, because there was not a large package of bills put together, the only avenue for getting the bill cleared out of the Senate was by unanimous consent. Due to the objections that had been expressed, there was not a path available to pass by unanimous consent.

Mr. Johnson said there have been conversations with Senator Hoeven and staff about the path forward. He outlined what BHFS believes are the paths for moving ahead for authorization and facilitating future spending.

Ms. Wolitz said moving forward, it is best to create an environment where the incentives for our colleagues from Missouri are to compromise.

LEGISLATIVE UPDATE

Mr. DeKrey commented on the Garrison Diversion overview presentation he provided at the state legislature yesterday.

Garrison Diversion will be monitoring bills during the session. Around 400 bills have been submitted. Over 1,000 bills are expected.

Terry Effertz, Legislative Counsel, said about 370 bills have actually been dropped, but there are several hundreds more people are still looking for co-sponsors on. Also, a lot more bills have been drafted but not yet introduced.

Ms. Effertz added Mr. DeKrey's overview went over really well yesterday. It looks like budget hearings will start next week, which is when the governor's budget will be introduced. A water budget hearing will be held at 2 p.m. on January 15.

GDCD FINANCIAL REPORT

Audit Engagement Letter - - Merri Mooridian, Administrative Officer, Garrison Diversion, referred to the audit engagement letter received from Eide Bailly. Garrison Diversion has requested Eide Bailly audit the 2024 modified cash basis financial statements of the governmental activities and each major fund. This letter confirms the audit and explains the process and management responsibilities.

Ms. Mooridian commented the letter indicates Eide Bailly will conduct one single audit on the federal cooperative agreements. The cost of the audit is \$45,150. A copy of the letter is attached to these minutes as Annex XI.

Ms. Mooridian stated Eide Bailly has incorporated a couple of changes, which our legal counsel requested last year. In addition, there are a couple more edits legal counsel is requesting.

Ms. Norgard explained the issue she has flagged has to do with limitation of liability. Eide Bailly's letter states if they ever do something that will create liability and Garrison Diversion would have a cause of action against them, at most Eide Bailly is responsible for two times

their fee. She has had that as high as 20 times the fee, and in the last couple of years, she can usually negotiate that to five times the fee. Also, she is recommending the last clause be removed, which states “nor shall Eide Bailly ever be liable for incidental, consequential, punitive or exemplary damages, or attorneys’ fees”. Eide Bailly has been agreeable to this in the past.

Motion by Director Forde to approve the audit engagement with Eide Bailly to conduct an audit of Garrison Diversion’s 2024 financial statements subject to final negotiations. Second by Director Orn. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Forde, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Hanretty, Knorr and Krueger.

Financial Statements - - Ms. Mooridian reviewed Garrison Diversion’s financial statements for the period of January 1, 2024, through December 31, 2024. Copies of the financial statements are attached to these minutes as Annex XII.

Revenues through December 31 are broken out as follows: General Fund \$5,872,836; MR&I Fund \$10,616,553; O&M Fund \$4,962,373; RRVWSP Fund \$82,816,437 and Irrigation Fund \$497,964.

Expenditures were: General Fund \$4,239,544; MR&I Fund \$10,597,613; O&M Fund \$4,214,354; RRVWSP Fund \$81,046,882 and Irrigation Fund \$414,494.

Ms. Mooridian pointed out the transfers in and out of (\$18,709) under MR&I is the indirect costs charged to that program. For O&M (\$718,555) is also indirect charges to Reclamation and irrigators. The \$617,669 for the RRVWSP is Garrison Diversion’s payment for the Interim Financing Agreement Series C.

The income budget for 2024 is \$160,711,193. Income received through December 31 is \$104,766,163 or 65% of budget. The two bigger items under budget were MR&I, which was expected to have been \$30 million in revenues with only \$10.6 million received, which is mainly due to the NAWS Project. The other item was the RRVWSP, which was budgeted at \$120 million and ended up at \$82.6 million. This was due to wet weather conditions.

The expected 2024 expense budget was \$161,462,597. Total expenditures through December are \$100,512,887 or 62% of budget. Items over budget were highlighted.

Garrison Diversion’s reserve accounts total \$8,184,861.

Ms. Mooridian said the question about using reserve funds was asked of Reclamation during yesterday’s board meeting. She indicated the O&M Emergency Reserve and/or the Deficiency Reserve funds could be used for the SSCP embankment.

Deposits at Bank of North Dakota are \$5,367,293; First International Bank & Trust \$11,844,404; Gate City Bank \$7,027,229; and Bravera Bank \$3,837,348.

Motion by Director LeDoux to accept the financial statements for the period of January 1, 2024, through December 31, 2024. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Forde, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux,

Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman.
Those voting nay: none. Absent and not voting: Hanretty, Knorr and Krueger.

2024 Budget Revisions - - Ms. Mooridian reviewed Garrison Diversion's 2024 budget revisions (Rv6) in detail. Each year, revenue budgets are amended to actual revenues received. These revisions are highlighted . Under expenditures, items over budget appear in yellow highlight. These are offset with the budget items highlighted in tan. All the changes result in a net change of zero. A copy of the 2024 budget revisions is attached to these minutes as Annex XIII.

Motion by Director Blanchfield to approve the following 2024 budget revisions:

Revenues

Irrigation Admin, increase \$359
 Lease Income, increase \$3,501
 Interest Income, increase \$677,067
 Tax Levy, increase \$585,103
 State Aid Distribution, increase \$115,783
 General Fund Contract Revenue, increase \$1,226
 O&M Contract Revenue, increase \$86,373
 MR&I Contract Revenue, **decrease \$19,488,643**
 RRVWSP Contract Revenue, **decrease \$37,965,144**
 Irrig. Fund Contract Revenue, **decrease \$143,548**
 Non-Project Revenue, **decrease \$182,893**

Expenses

General Fund

Employee Expense

Professional Development
 Wellness Program, **decrease \$1,631**

Administration

Communications, **decrease \$3,000**
 Utilities, increase \$1,211
 Data Processing, increase \$2,544
 Small Office Equip, increase \$2,076
 Insurance, **decrease \$1,200**

Public Education

GDCD Tours, **decrease \$2,000**
 ND Water Magazine, increase \$2,000

Professional Services

Prof Services Other, **decrease \$7,435**
 Legal Services, increase \$7,435

Maintenance & Repair

Small Yard Equipment Purchases,
decrease \$2,708
 Land & Bldg Maint, increase \$2,328
 Auto Expense, increase \$380

Capital Purchases

Office Equip & Furniture, **decrease \$13,000**
 Yard Equipment, **decrease \$20,000**

Vehicle, **decrease \$10,590**
 Land & Buildings, **increase \$43,590**
 Auto Expense, **increase \$380**

Irrigation Fund

Debt Payments

Principal, **decrease \$156**
 Interest, **increase \$156**

Second by Director Boote. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Forde, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Hanretty, Knorr and Krueger.

2025 Budget Revisions - - Ms. Mooridian stated there are two items from 2024 to be carried over into 2025's budget. Under Capital Purchases, Office Equipment and Furniture, she is suggesting a carryover of \$37,000. New office and lobby furniture was being looked at in 2024, but the lead time is longer than expected, and the orders would not be delivered until 2025. The 2024 budget also included the purchase and trade of two vehicles under Capital Purchases that will not occur until 2025. This requires a carryover of \$42,000 in the Vehicle line item. A copy of the 2025 budget revisions is attached to these minutes as Annex XIV.

Motion by Director D. Anderson to approve the following 2025 budget revisions:

Expenses

General Fund

Capital Purchases

Office Equip & Furniture, **increase \$37,000**
 Vehicle, **increase \$42,000**

Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Forde, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Hanretty, Knorr and Krueger.

Budget Timeline - - Ms. Mooridian referred to the Budget Timeline used for the budget preparation process, which is provided for the board's information.

OPERATION & MAINTENANCE (O&M) UPDATE

Mr. Anderson provided an update on the major slide repair project located along the McClusky Canal. The O&M crew was able to work until Thanksgiving weekend with approximately 200,000 total cubic yards hauled in 2024.

The remaining O&M crew is still helping as needed at the SCPP with the NAWS demolition and construction.

This fall another successful irrigation season was wrapped up. Pumps and pipeline have been dewatered for the winter.

A unique project this year consisted of a small O&M crew cleaning out the holding pond south of the Garrison Diversion headquarters office in Carrington.

A big item so far this winter is beach belt repair on Reach 1 of the McClusky Canal. This week riprap also began on a dike at Lake Audubon.

IRRIGATION UPDATE

Mr. Anderson also provided an irrigation update referring to the map showing irrigated acres along the McClusky Canal.

Expected irrigated acres in 2025 look the same as 2024 at just over 7,900 acres.

Mr. Anderson said he has been working with a landowner on a project that would pull water out of the northeast portion of Lake Audubon near Mile Marker 0.4. It sounds like a neighbor may also be interested in irrigating. This could be an 850-acre project. The best case scenario would be construction in the fall of 2025 with water delivery in the spring of 2026.

OAKES IRRIGATION RESEARCH SITE

Mr. DeKrey reported Gast Construction has repaired the defective concrete flooring in the new building at the Oakes Irrigation Research Site (OIRS). All the paperwork has finally been approved with the site being transferred to NDSU. Garrison Diversion's participation at the OIRS is now officially complete.

Photos of the completed building were shared with the board.

MISSOURI RIVER JOINT WATER BOARD REQUEST

Greg Lange, Missouri River Joint Water Board (MRJWB), addressed the board via video conference regarding their board's request for funding assistance from Garrison Diversion to continue the Educate, Advocate and Engage program in 2025. The tentative budget for the year is \$163,900. Of that amount, the MRJWB expects the DWR to participate at 50 percent or up to \$81,950. They also expect to raise local county water board contributions of 25 percent or up to \$40,975. Garrison Diversion is being asked to fund the remaining 25 percent, not to exceed \$40,925.

A copy of MRJWB's letter to Garrison Diversion requesting funding, along with their 2025 work plan and budget, are attached to these minutes as Annex XV.

Motion by Director Kassian to approve supporting the Missouri River Joint Water Board's Educate, Advocate and Engage Program for 2025 in an amount not to exceed \$40,925. Second by Second Vice Chairman Bischoff. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Forde, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Hanretty, Knorr and Krueger.

ACCOMPLISHMENTS

Mr. DeKrey referred to the list of Garrison Diversion's 2024 accomplishments for the board's information. The Executive Committee reviewed the list at its December meeting, and their

suggested changes have been incorporated. A copy of the list is attached to these minutes as Annex XVI.

2025 GARRISON DIVERSION WORK PLAN

Mr. DeKrey also referred to the proposed 2025 Garrison Diversion Work Plan, calling attention to the newly added work items, which are highlighted. A copy of the work plan is attached to these minutes as Annex XVII.

Motion by Director Klein to approve the 2025 Garrison Diversion Work Plan. Second by Director Zimbleman. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Forde, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Hanretty, Knorr and Krueger.

TRIP REPORTS

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

MISSOURI RIVER RECOVERY IMPLEMENTATION COMMITTEE

Mr. DeKrey referred to the Missouri River Recovery Implementation Committee (MRRIC) Post-Plenary Communications Materials, December 2024, included with the meeting materials. Garrison Diversion funds a portion of the state's representative to MRRIC. These materials provide MRRIC highlights and accomplishments.

EXECUTIVE COMMITTEE ELECTION

Report of Nominating Committee - - Director Klosterman reported the nominations for Executive Committee are as follows:

Officer positions: Jay Anderson, Chairman; Greg Bischoff, Vice Chairman; and Jeff LeDoux, Second Vice Chairman.

Executive Committee members: Nikki Boote, Bruce Klein, Jason Siegert and Mike Tweed.

Motion by Director Klosterman to dispense with the rules and a unanimous ballot be cast for Jay Anderson, Chairman; Greg Bischoff, Vice Chairman and Jeff LeDoux, Second Vice Chairman; and Nikki Boote, Bruce Klein, Jason Siegert and Mike Tweed to the Executive Committee. Second by Director Metzger. Upon roll call vote, the following directors voted: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Forde, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Hanretty, Knorr and Krueger.

GENERAL MANAGER'S REPORT

Letter to International Joint Commission - - Mr. DeKrey referred to a copy of the letter Garrison Diversion will be submitting to Senators Hoeven and Cramer supporting Lance

Yohe's reappointment to the International Joint Commission (IJC) with the suggestion he be named chairman.

Mr. DeKrey stated the ND Water Users have already provided their support for Mr. Yohe. He added Mr. Yohe does a very good job on the IJC and is really in tune to the issues between Canada and the United States.

Motion by Chairman J. Anderson approving Garrison Diversion's endorsement of Lance Yohe for reappointment to the International Joint Commission. Second by Director Vein. Upon roll call vote, the following directors voted: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Forde, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Hanretty, Knorr and Krueger.

FUTURE MEETINGS

Chairman Walter reviewed the list of upcoming meetings and events.

OTHER

Outgoing Chairman Walter thanked the board members and staff for their support during his years as board chairman and turned the gavel over to newly elected Chairman J. Anderson.

The meeting adjourned at 10:32 a.m.

(SEAL)

Jay Anderson, Chairman

Duane DeKrey, Secretary

REGISTRATION

Annex I
25-20BOARD OF DIRECTORS
Carrington, North Dakota
January 9 & 10, 2025

NAME	ADDRESS
Lisa Schaper	GD CD
Bob [unclear]	Wells Co GD CD
Steve Forde	GD CD
Nikki Boote	GD CD
Jim Pellman	GD CD
Kelly Klustermund	GD CD
Bruce Klein	GD CD
Steve Metzger	GD CD - Foster Co
Dave Anderson	GD CD - Pierce
LARRY KASSIAN	BURLINGHAM Co. GD CD
Chiff Hargrett	GD CD McHenry Co
Melie [unclear]	GD CD
Greg [unclear]	GD CD
Sam Paul Anderson	GD CD
Don Zimmerman	GD CD
Kyle BLANCHARD	GD CD
Scott [unclear]	GD CD
Jay [unclear]	BV
Van [unclear]	BV
Kurt Ronnekamp	BV
Pat Bowser	BV
Mark Beggs	SW Water
Brent Erickson	AEZS
Joe Hall	BOR
Tara Kinsey	BOR
Ally [unclear]	GD CD - WARD Co
Kimberly [unclear]	GD CD
Greg Lange	Missouri River Joint Water Board

Brent Bogar
Steve BurianLAWA
Burian & Associates



Black & Veatch Corporation

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

Task Order GF 1.48 – 2025 Strategic Communications Services

Effective Date – January 1, 2025

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

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

I. PROJECT BACKGROUND

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

II. TASK ORDER OBJECTIVES

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

III. GENERAL REQUIREMENTS

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

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

IV. BASIC SERVICES

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

Communications

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

1. Task 1 – Strategic Communications Planning and Management

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

2. Task 2 – Public and Media Relations

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

3. Task 3 – Legislative Session Support

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

4. Task 4 – Education and Engagement Support

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

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

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

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

6. Task 6 – Website Maintenance

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

V. DELIVERABLES

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

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

VI. SPECIAL RESPONSIBILITIES OF OWNER

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

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

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

VII. FEE

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

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

VIII. PERFORMANCE SCHEDULE

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

IX. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

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

X. ACCEPTANCE

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

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

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

Dated: _____

Dated: _____

ATTACHMENT A

Fee Estimate Worksheets

Garrison Diversion Conservancy District														
Task Order GF 1.48 - 2025 Strategic Communications Services														
BV Project No. xxxxxx														
Black & Veatch and Subconsultants														
Task	Lead Firm	Task Description	Position	Labor Detail	Expense Detail	Sub Consulta	AE2S Hours	AE2S Sub Costs	Expense Detail	Total Direct Expense	BV Level of Effort (hrs)	TOTAL	TOTAL	TOTAL
				BV Labor Cost	Hobacca									
IV. BASIC SERVICES														
1	AE2S	Strategic Communications Planning and Management		\$0	\$0	136	\$23,673	\$1,754		\$25,427	0	\$0	\$25,427	\$25,427
A	AE2S	Client communications/strategy session/meetings		\$0	\$0	84	\$14,500	\$1,295		\$15,795	0	\$0	\$15,795	\$15,795
B	AE2S	Analytics and reporting		\$0	\$0	16	\$3,116	\$156		\$3,272	0	\$0	\$3,272	\$3,272
C	AE2S	Communications management		\$0	\$0	36	\$6,056	\$303		\$6,359	0	\$0	\$6,359	\$6,359
2	AE2S	Public and Media Relations		\$0	\$0	44	\$10,553	\$528		\$11,081	0	\$0	\$11,081	\$11,081
A	AE2S	Quarterly digital newsletter production		\$0	\$0	24	\$4,181	\$209		\$4,390	0	\$0	\$4,390	\$4,390
B	AE2S	Media monitoring and potential responses		\$0	\$0	20	\$6,373	\$319		\$6,692	0	\$0	\$6,692	\$6,692
3	AE2S	Interim Legislative Session Support		\$0	\$0	128	\$20,880	\$1,043		\$21,923	0	\$0	\$21,923	\$21,923
A	AE2S	Graphic design, presentations, and associated materials		\$0	\$0	40	\$5,647	\$282		\$5,929	0	\$0	\$5,929	\$5,929
B	AE2S	Legislative update and strategy meetings		\$0	\$0	52	\$8,564	\$428		\$8,992	0	\$0	\$8,992	\$8,992
C	AE2S	Legislative stakeholder support coordination		\$0	\$0	36	\$6,670	\$333		\$7,003	0	\$0	\$7,003	\$7,003
4	AE2S	Education and Engagement Support		\$0	\$0	130	\$20,668	\$1,033		\$21,701	0	\$0	\$21,701	\$21,701
A	AE2S	Assist with outreach strategy development		\$0	\$0	36	\$6,321	\$316		\$6,637	0	\$0	\$6,637	\$6,637
B	AE2S	Develop Outreach materials		\$0	\$0	64	\$9,540	\$477		\$10,017	0	\$0	\$10,017	\$10,017
C	AE2S	Support coordination to outreach		\$0	\$0	30	\$4,807	\$240		\$5,047	0	\$0	\$5,047	\$5,047
5	AE2S	Owned Media Support (Digital, Social, Video, Design)		\$0	\$0	168	\$20,551	\$1,027		\$21,578	0	\$0	\$21,578	\$21,578
A	AE2S	Facebook, twitter, and Youtube platform oversight and monitoring		\$0	\$0	20	\$2,688	\$134		\$2,822	0	\$0	\$2,822	\$2,822
B	AE2S	Quarterly social media planning, scheduling and monitoring		\$0	\$0	20	\$2,688	\$134		\$2,822	0	\$0	\$2,822	\$2,822
C	AE2S	General graphic design support		\$0	\$0	128	\$15,175	\$759		\$15,934	0	\$0	\$15,934	\$15,934
6	AE2S	Website Maintenance		\$0	\$0	40	\$6,943	\$347		\$7,290	0	\$0	\$7,290	\$7,290
A	AE2S	Website Maintenance		\$0	\$0	40	\$6,943	\$347		\$7,290	0	\$0	\$7,290	\$7,290
PROJECT TOTALS				\$0	\$0	646	\$103,268	\$5,732		\$109,000	0	\$0	\$109,000	\$109,000



Garrison Diversion Conservancy District
Task Order GF 1.48 - 2025 Strategic Communications Services
BV Project No. xxxxxx
AE2S

			Position		Task Description												Lead Firm					
Task			PM	II	Com III	Com II	Com I	Com III	EA2	ET6	CS3	COM3	ADM3	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
													</									

GARRISON DIVERSION CONSERVANCY DISTRICT						
MR&I Project Construction Report						
December 31, 2024						
Current Funding						
Project	Prior		2024		Total	Federal
	MR&I Fund	Expenditures	MR&I Fund	Expenditures		
ENDAWS	\$ 6,870,000.00	\$ 819,076.12	\$ 318,062.95	\$ 1,137,139.07	5,732,860.93	MR&I Funding Remaining
NAWS-Biota Treatment Plant	\$ 66,574,495.85	\$ 52,542,365.41	\$ 4,869,973.08	\$ 57,412,338.49	9,162,157.36	
NAWS-Westhope to Souris River (2-4B)	\$ 4,660,000.00	\$ 3,210,130.47	\$	\$ 3,210,130.47	1,449,869.53	
Totals	\$ 78,104,495.85	\$ 56,571,572.00	\$ 5,188,036.03	\$ 61,759,608.03	\$ 16,344,887.82	

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

Project	Current Funding					2024			Federal	
	Prior					MR&I Fund		MR&I Fund		Federal
	MR&I Funding	Expenditures	MR&I Fund	Expenditures	MR&I Fund	Expenditures	Expenditures	Expenditures	Expenditures	
NAWS Biota WTP & Pump Station Ph 2 (7-2B/4-1B)	\$ 28,645,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	28,645,000.00
Bottineau Reservoir & Pump Station 4-4B/5-4B	\$ 7,400,000.00	\$ -	\$ -	\$ -	\$ 4,009,614.61	\$ 4,009,614.61	\$ 4,009,614.61	\$ 4,009,614.61	\$ 4,009,614.61	3,390,385.39
Snake Creek Discharge Pipeline (2-1E)	\$ 4,500,000.00	\$ -	\$ -	\$ -	\$ 1,322,343.30	\$ 1,322,343.30	\$ 1,322,343.30	\$ 1,322,343.30	\$ 1,322,343.30	3,177,656.70
Totals	\$ 40,545,000.00	\$ -	\$ -	\$ -	\$ 5,331,957.91	\$ 5,331,957.91	\$ 5,331,957.91	\$ 5,331,957.91	\$ 5,331,957.91	\$ 35,213,042.09

RRVWSP Work Plan Update November 19, 2024

CONSTRUCTION

Pipeline Construction

Contract 5B

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

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

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

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

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

Contract 5C

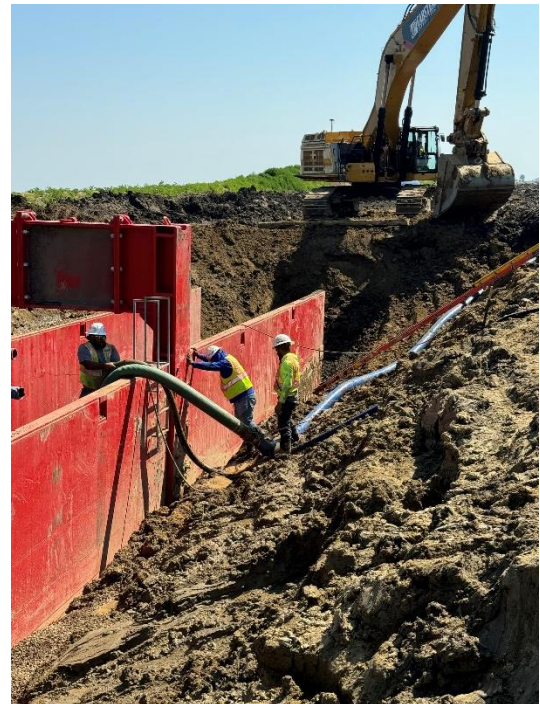
The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting.

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

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



Stripping Topsoil



Trench Box w/ Dewatering Pipes

Contract 5D

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

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



Stored Pipe on Site



Placing Dewatering Pipe

DESIGN

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

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

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



BID TABULATION SUMMARY

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



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

No.	Bidder	Env 1							Env 2				Base Bid	Additive Bid Alt No. 1	Total of Base Bid and Additive Bid Alt No. 1	Additive Bid Alt No. 2	Grand Total of Base Bid and Additive Bid Alt Nos. 1 & 2
		Bid Bond Included in the Amount of 5 percent of Bid	Contractor's License or Certificate of Renewal Included	Non-Collusion Affidavit Included and Completed	EJCDC C-451 Qualifications Statement Completed	Meets General Contractor Qualification Requirements	Meets Tunneling Contractor Qualification Requirements	Proposed Subcontractors, Suppliers, and Manufacturers Questionnaire Included and Completed	Acknowledged Addendum No. 1	Acknowledged Addendum No. 2	Acknowledged Addendum No. 3	Acknowledged Addendum No. 4					
1	Carstensen Contracting	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$37,389,325.00	\$8,802,500.00	\$46,191,825.00	\$6,336,675.00	\$52,528,500.00
2	Harper Brothers Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$54,872,280.00	\$11,763,064.00	\$66,635,344.00	\$8,295,744.00	\$74,931,088.00
3	Oscar Renda Contracting*	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$43,139,550.00	\$9,087,300.00	\$52,226,850.00	\$6,904,800.00	\$59,131,650.00
4													* read as \$43,053,600.00				
5																	
6																	
7																	
8																	
	Engineer's Estimate	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$37,844,273.00	\$9,488,649.00	\$47,332,922.00	\$7,180,059.00	\$54,512,981.00
Garrison Diversion Conservancy District PO Box 140 Carrington, ND 58421 701-652-3194																	
District Engineer / Deputy Director of RRVWSP for Engineering Kip Kovar, PE November 7, 2024																	

Notice of Award

Date of Issuance:

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

TO BIDDER:

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

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

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

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

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

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

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

Garrison Diversion Conservancy District
Owner

By: 
Duane DeKrey

Title: General Manager

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

00 51 00
Notice of Award
November 2024

AGREEMENT

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

Owner and Contractor agree as follows:

ARTICLE 1 – THE PROJECT.

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

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

ARTICLE 2 – WORK.

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

ARTICLE 3 – ENGINEER.

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

ARTICLE 4 - CONTRACT TIMES.

4.01. Time of the Essence.

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

4.02. Contract Times.

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

4.03. Liquidated Damages.

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

Liquidated Damages per Day

Milestone Completion of the Work	\$8,000
Substantial Completion of the Work	\$5,000
Completion of all Work	\$3,000

Liquidated Damages per Hour

Completion of Open-Cut Road Crossings	\$500
---------------------------------------	-------

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

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

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

4.04. Delays and Damages.

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

ARTICLE 5 – CONTRACT PRICE.

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

Fifty-Two Million Five Hundred Twenty-Eight Thousand Five Hundred and 00/100 Dollars; (\$52,528,500.00).

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

ARTICLE 6 – PAYMENT PROCEDURES.

6.01. Submittal and Processing of Payments.

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

6.02. Progress Payments; Retainage.

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

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

6.03. Progress Payments; Stored Material.

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

6.04. Final Payment.

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

ARTICLE 7 – INTEREST.

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS.

9.01. Contents.

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

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

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

Sheet titles are listed on Sheet 2 of the Drawings.

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

ARTICLE 10 – MISCELLANEOUS.

10.01. Terms.

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

10.02. Assignment of Contract.

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

10.03. Successors and Assigns.

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

10.04. Severability.

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

10.05 Contractor's Certifications

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

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

ARTICLE 11 – NOT USED

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

This Agreement will be effective on January 6, 2025
(which is the Effective Date of the Contract).

OWNER: Garrison Diversion
Conservancy District

[Signature]

By: Duane DeKrey

Title: General Manager

Attest: Stacey L. Gussias

Title: Administrative Assistant

Address for giving notices:

401 Hwy 281 NE
Carrington, ND 58421

Approved as to Form

Attorney for Owner

CONTRACTOR:
Carstensen Contracting Inc.

[Signature]

By: Ricky Carstensen

Title: President

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

Attest: Kathy Wynn

Title: Project Manager

Address for giving notices:

800 East Quartzite Street
Dell Rapids, SD 57022

Contractor's License No. 28630

Expiration Date 3/1/2025

Notice to Proceed

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

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

TO CONTRACTOR:

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

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

Carstensen Contracting Inc.
(Contractor)

Received by:

Signature

Print Name, Title

Date

Garrison Diversion Conservancy District
(Owner)

Given by:

Signature

Duane DeKrey, General Manager
Print Name, Title

Date

cc: Kip Kovar, GDCD
Kurt Ronnekamp, BV



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
2.2.4.22Mr. 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 ReclamationINTERIOR REGION 5 • MISSOURI BASIN
INTERIOR REGION 6 • ARKANSAS-RIO GRANDE-TEXAS GULFCOLORADO*, 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. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.		GDCD				\$ 1.00	\$ 0.75	\$ 0.25			
	Property, Easements, and Crop Damage Payments⁴ Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners. Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.		RRVWSP				\$ 2.21	\$ 1.66	\$ 0.55			
	Transmission Pipeline East Contract 5C Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Jul-23 Nov-23	Prof Srvs 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. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.	Jul-23 Oct-23	Prof Srvs Const, 2026 Fin							\$ 5.47	\$ 4.10	\$ 1.37
	RRV Transmission Pipeline Contract 6A Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.	Jul-23 Dec-24	Prof Srvs Const, 2027 Fin							\$ 59.38	\$ 44.53	\$ 14.84
	ENDAWS Transmission Pipeline Contract 3 Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.	Aug-23	ENDAWS	\$ 3.06	\$ 2.29	\$ 0.76				\$ 5.47	\$ 4.10	\$ 1.37
6.											\$ 52.53	\$ 39.40	\$ 13.13



2023 to 2025 Biennium Work Plan

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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 Hurdfield 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						
	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						
11.	Hydraulic Break Tanks Scope: Preliminary design of above-ground tanks and associated facilities at or near the continental divide. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.	Two 5 MG above-ground storage tanks and accessories, site piping and valves, monitoring, and utility extensions necessary for a new greenfield site.	Feb-24	Prof Srvs	\$ 0.37	\$ 0.28	\$ 0.09						
	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			
13.	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			

Annex VIII
25-49



RED RIVER VALLEY
WATER SUPPLY PROJECT



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 Scope: User briefings and necessary support, including conceptual designs, to secure project commitments. Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Aug-23	Prof Svcs				\$ 1.69	\$ 1.27	\$ 0.42			
	Operational Planning and Asset Management Phase 3 Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24	Prof Svcs				\$ 0.46	\$ 0.35	\$ 0.12			
15.	Financial Planning Support Scope: Continue to refine the financial model and provide scenarios as required to support users and the program. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Aug-23	Prof Svcs				\$ 0.59	\$ 0.44	\$ 0.15			53
	Additional End User Outreach Scope: Branch pipeline conceptual designs and other consulting assistance to potential end users. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Conceptual designs and other consulting support to support end user understanding of core pipeline and applicable branch pipeline CapEx necessary to secure MOU signatures.	Jan-25	Prof Svcs				\$ 0.50	\$ 0.38	\$ 0.13			
17.	ENDAWS BWTP Site Dev, Grading, and Tunnel Shaft 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.	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					
	ENDAWS Biota Water Treatment Plant Piloting 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.	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					
18.	ENDAWS BWTP Geotechnical Investigation Phase 2 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.	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					

Annex VIII
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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-voltage power lines to serve the new BWTP. Identify permitting and easement requirements.	Apr-25	Prof Svcs	\$ 0.45	\$ 0.34	\$ 0.11						
	Scope: Study and report of electrical service extension to serve the new biota water Treatment plant Need: There have been no recent studies of electrical service infrastructure necessary at the McClusky facilities site.												
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.												
54	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.

Common Interest Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

Accepted and agreed, by:

Date: _____



Tami Norgard

Vogel Law Firm

Counsel for Garrison Diversion Conservancy
District

Date: 1/7/25



Katie Schmidt

John Shockley

Ohnstad Twichell, P.C.

Counsel for Lake Agassiz Water Authority

Bureau of Reclamation Activities

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

Municipal, Rural, and Industrial Program

Rural Water Budgets

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

*Includes BIL funding and additional earmarked funding

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

State Municipal Rural and Industrial Program

Northwest Area Water Supply (NAWS)

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

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

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

Eastern North Dakota Alternate Water Supply (ENDAWS)

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

Southwest Pipeline Project

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

Cooperative Agreement

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

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

Indian MR&I Program

Standing Rock MR&I System

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

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

Construction Contract Kenel to State Line project was bid on April 22, 2022, with Storms Construction as the only bidder. Storms Construction's bid of \$5,330,759.91 was \$253,080.09 lower than the engineer's estimate. Reclamation has a cost share in this project of \$144,500.00. The remaining funding was a U.S. Department of Agriculture (USDA) grant. This project includes installation of 54,013 feet of 6-inch Polyvinyl Chloride (PVC) Standard Dimension Ratio (SDR) 17 water main, 1,458 feet of 12-inch yelomine directional drilled casing, 4,845 feet of 6-inch high density polyethylene (HDPE) directionally drilled piping, 36 air release valve pits with 560 feet of 1-inch PE 250 psi piping, 1 inch corporation stops and 1 inch curb stops, 2 pressure reducing valve vaults, 18 6-inch gate valves, 13 1-inch stainless steel saddle with 1-inch corporation stop, 14 1-inch curb stops, 1,294 feet of 1-inch HDPE 250 psi, 1,120 feet of 1-inch HDPE 200 psi, 1 1 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 Chloride (PVC) pipe, connections to 35 services, wet tap tie-

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

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

Spirit Lake MR&I System

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

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

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

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

Fort Berthold Rural Water System (FBRWS)

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

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

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

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

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

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

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

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

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

Turtle Mountain Rural Water System

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

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

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

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

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

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

Trenton Indian Service Area

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

Principal Supply Works

Repayment Contract

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

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

Snake Creek Pumping Plant

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

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

McClusky and New Rockford Canals

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

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

Irrigation

Jamestown Dam

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

Turtle Lake and McClusky Canal Irrigation Areas

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

Standing Rock Irrigation Project

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

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

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

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

Recreation Development

Chain of Lakes

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

Hoffer Lake

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

North Dakota Natural Resources Trust

No updates

Wildlife Program

Lonetree

No updates

Audubon

The annual operation and maintenance review of the mitigation features was completed on October 23, 2024.

Arrowwood

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

Scattered Tracts

No updates



December 30, 2024

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

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

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

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

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

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

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

Schedule of Expenditures of Federal Awards

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

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

1. Board of Directors by County

Data Collection Form

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

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

Audit of the Financial Statements

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

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

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

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

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

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

Audit of Major Program Compliance

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

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

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

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

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

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

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

Management Responsibilities

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

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

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

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

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

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

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

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

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

Nonattest Services

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

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

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

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

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

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

Fees and Timing

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

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

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

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

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

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

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

Other Matters

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MEDIATION

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

MISSTATEMENTS

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

LIMITATION OF LIABILITY

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

TIME LIMITATION

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

GOVERNING LAW AND VENUE

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

ASSIGNMENTS PROHIBITED

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

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

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

Respectfully,



Brian Stavenger, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

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

Name: _____

Title: _____

Date: _____

Garrison Diversion Conservancy District Combined Statement of Revenues and Expenses For the Twelve Months Ending December 31, 2024						
	General Fund	Municipal Rural, and Industrial Fund	Operations Maintenance Fund	Red River Valley Water Supply Project	Irrigation Fund	Total
Beginning Bank Balance	\$6,235,008	\$5,492	\$621,834	\$1,458,391	\$165,656	8,486,381
Revenues:						
Irrigation Admin	1,334					1,334
Miscellaneous Income	3,117				384	3,501
Interest Income	904,273	256	14,989	118,581	7,728	1,045,827
Tax Levy	4,578,183					4,578,183
State Aid Distribution	312,703					312,703
Contract Revenue	73,226	10,616,297	4,571,491	82,697,856	489,852	98,448,722
Non-Project Income			375,893			375,893
Total Revenues	\$5,872,836	\$10,616,553	\$4,962,373	\$82,816,437	\$497,964	\$104,766,163
Expenditures:						
Director Expense	233,544					233,544
Employee Expense	1,224,717	77,594	2,432,350			3,734,661
Administrative Expense	257,197	25	100,002		25	357,249
Public Education	106,008					106,008
Professional Services	334,796		113,481	706,479		1,154,756
Irrigation Development	85,000					85,000
Water Supply Projects	204,462					204,462
GDCCD Recreation Project	1,136,839					1,136,839
DWRA Recreation Project	3,352					3,352
Maintenance & Repairs	78,060		631,208		197,601	906,869
Capital Purchases	575,569		937,313			1,512,882
Construction in Progress				79,677,421		79,677,421
MR&I Project Expenses		10,519,994				10,519,994
Principal Debt Payments				423,053	185,712	608,765
Interest Payments				239,929	31,156	271,085
Total Expenditures *	\$ 4,239,544	\$ 10,597,613	\$ 4,214,354	\$ 81,046,882	\$ 414,494	\$ 100,512,887
Transfer In/Out	119,388	(18,709)	(718,555)	617,669	-	\$ (207)
Revenues Over Expenditures	\$ 1,752,680	\$ 231	\$ 29,464	\$ 2,387,224	\$ 83,470	\$ 4,253,069
Net Change in Assets	1,995,658		(10,816)	1,382,331	(71,276)	\$ 3,295,897
Ending Bank Balance	\$ 9,983,346	\$ 5,723	\$ 640,482	\$ 5,227,946	\$ 177,850	\$ 16,035,347

GARRISON DIVERSION CONSERVANCY DISTRICT INCOME BUDGET ANALYSIS STATEMENT For the Twelve Months Ending December 31, 2024				
General, O&M MR&I, RRVWSP, and Irrigation Funds	Budget for 2024	Income Received to Nov 30, 2024	Percentage of Amount Budgeted	Balance of 2024 Budget
Irrigation Admin	\$ 975	\$ 1,334	136.8%	\$ (359)
Lease Income	\$ -	\$ -		\$ -
Miscellaneous Income	\$ -	\$ 3,501	0.0%	\$ (3,501)
Revenue Sale of Fixed Assets	\$ -	\$ -		\$ -
Interest Income	\$ 368,760	\$ 1,045,827	283.6%	\$ (677,067)
Tax Levy	\$ 3,993,080	\$ 4,578,183	114.7%	\$ (585,103)
State Aid	\$ 196,920	\$ 312,703	158.8%	\$ (115,783)
General Fund Contract Revenue	\$ 72,000	\$ 73,226	101.7%	\$ (1,226)
O&M Contract Revenue	\$ 4,485,118	\$ 4,571,491	101.9%	\$ (86,373)
MR&I Contract Revenue	\$ 30,104,940	\$ 10,616,297	35.3%	\$ 19,488,643
RRVWSP Contract Revenue	\$120,663,000	\$ 82,697,856	68.5%	\$ 37,965,144
Irrigation Fund Revenue	\$ 633,400	\$ 489,852	77.3%	\$ 143,548
Project Revenue	\$ -	\$ -	0.0%	\$ -
Non-Project Revenue	\$ 193,000	\$ 375,893	194.8%	\$ (182,893)
Total Revenues	\$160,711,193	\$104,766,163	65.2%	\$55,945,030

GARRISON DIVERSION CONSERVANCY DISTRICT						
Expense Budget Analysis Statement						
For the Twelve Months Ending December 31, 2024						
General, O&M MR&I, RRVWSP, and Irrigation Funds	Budget for 2023	Expenditures Charged to 2023 Budget	Budget for 2024	Expenditures to Dec 31, 2024	Percentage Spent Amount Budgeted	Balance of Budget
Expenses						
Director Expenses	\$ 272,000	\$ 271,960	\$ 255,000	\$ 233,544	91.6%	\$ 21,456
Employee Expenses	\$ 3,795,799	\$ 3,561,540	\$ 4,218,300	\$ 3,734,661	88.5%	\$ 483,639
Administrative Expenses	\$ 503,500	\$ 359,574	\$ 363,800	\$ 357,249	98.2%	\$ 6,551
Public Education	\$ 157,000	\$ 81,523	\$ 193,000	\$ 106,008	54.9%	\$ 86,992
Professional Services	\$ 1,600,900	\$ 1,209,293	\$ 2,202,600	\$ 1,154,756	52.4%	\$ 1,047,844
Irrigation Development	\$ 269,875	\$ 230,780	\$ 123,000	\$ 85,000	69.1%	\$ 38,000
Water Supply Program	\$ 300,000	\$ 224,683	\$ 300,000	\$ 204,462	68.2%	\$ 95,538
GDCD Recreation Grant Program	\$ 850,000	\$ 805,891	\$ 1,150,000	\$ 1,136,839	98.9%	\$ 13,161
DWRA Recreation Program	\$ 10,000	\$ 4,040	\$ 10,000	\$ 3,352	33.5%	\$ 6,648
Irrigation District Expense	\$ 2,000	\$ -	\$ 2,000	\$ -	0.0%	\$ 2,000
Maintenance & Repairs	\$ 1,695,706	\$ 1,262,307	\$ 1,358,100	\$ 906,869	66.8%	\$ 451,231
Capital Purchases	\$ 1,199,582	\$ 1,176,712	\$ 1,655,797	\$ 1,512,882	91.4%	\$ 142,915
Construction in Progress	\$ 31,376,100	\$ 31,146,405	\$ 118,750,000	\$ 79,677,421	67.1%	\$ 39,072,579
MR&I Fund	\$ 20,000,000	\$ 18,914,984	\$ 30,000,000	\$ 10,519,994	35.1%	\$ 19,480,006
Principal on Debt Repayment	\$ 849,127	\$ 712,511	\$ 610,053	\$ 608,765	99.8%	\$ 1,288
Interest on Debt Repayment	\$ 195,856	\$ 167,240	\$ 270,947	\$ 271,085	100.1%	\$ (138)
Total Expenses	\$ 63,077,445	\$ 60,129,443	\$ 161,462,597	\$ 100,512,887	62.3%	\$ 60,949,710
Transfers In/Out						
MR&I	\$ 23,000	\$ 12,767	\$ 23,000	\$ 18,709	81.3%	\$ 4,291
O&M	\$ 920,000	\$ 486,790	\$ 698,418	\$ 718,555	102.9%	\$ (20,137)
Irrigation	\$ -	\$ 316,304	\$ -	\$ -	0%	\$ -
RRVWSP	\$ -	\$ (1,628,156)	\$ -	\$ (617,669)	0.0%	\$ 617,669
Total Transfers Out	\$ 943,000	\$ (812,295)	\$ 721,418	\$ 119,595	16.6%	\$ 601,823
Total Expenses & Transfers Out	\$ 64,020,445	\$ 59,317,148	\$ 162,184,015	\$ 100,632,482	62.0%	\$ 61,551,533

GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES STATEMENT December 31, 2024	
OPERATING RESERVE	
Operating Reserve authorized to be established in the amount of \$300,000.00 per resolution of the Board dated January 15, 1970. Limit changed to \$330,000 by Board action on January 6, 1995. Reserve cap removed by Board action July 2, 1997.	\$5,769,268.67
O&M EMERGENCY RESERVE	
O&M Emergency Reserve to be established in the amount of \$500,000.00 by Article 13 (a) of the Master Contract and by action taken by the Board dated January 16, 1970. Limit changed to \$1,500,000.00 July 1980. Reserve capped at \$822,817.55 by Board action July 2, 1997.	750,000.00
DEFICIENCY RESERVE	
Deficiency Reserve to be established in the amount of \$750,000.00 by Article 13 (b) of the Master Contract. Limit changed to \$1,500,000.00 July 1980. Reserve capped at \$802,287.54 by Board action July 2, 1997.	750,000.00
PROJECT DEVELOPMENT RESERVE	
Project Development Reserve to be established in the amount of \$750,000.00 by resolution of the Board dated July 17, 1969. Limit changed to \$1,000,000.00 July 1982. Reserve capped at \$915,592.98 by Board action July 2, 1997.	915,592.98
TOTAL GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES	\$8,184,861.65

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

Funds in First International Bank & Trust December 31, 2024				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	CD 118848-O&M Emergency Res.	4.10%	01/24/25	\$ 750,000.00
General	CD 118850-Operating Reserve	4.00%	01/29/25	\$ 50,500.00
General	CD 80125340	4.93%	01/30/25	\$ 1,000,000.00
General	CD 80124990-Operating Reserve	4.60%	04/14/25	\$ 589,000.00
General	CD 80124992-Deficiency Reserve	4.60%	04/14/25	\$ 374,146.00
General	CD 80120161	4.15%	01/19/26	\$ 1,000,000.00
General	CD 80120162	4.15%	01/19/26	\$ 1,000,000.00
General	CD 80123425	4.15%	01/22/26	\$ 2,500,000.00
	Total Investments			\$ 7,263,646.00
General	Recreation Outstanding-Operating Reserve	3.00%		\$ 1,861,057.73
General	Money Market Funds	3.00%		\$ 1,261,736.78
General	Recreation Reserve-Operating Reserve	3.00%		\$ 1,457,963.95
	Total Money Market Account Balance			\$ 4,580,758.46
	Total Deposits			\$ 11,844,404.46
Pledging	Total Deposits			\$ 11,844,404.46
	Less:FDIC Coverage			\$ (250,000.00)
	Deposit Balance to Secure			\$ 11,594,404.46
	Total Pledging Required on all Deposits	X 110%		\$ 12,753,844.91
	Less: Pledging			\$ 21,215,716.52
	Pledging Excess			\$ 9,621,312.06

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

Garrison Diversion Conservancy District Funds in Bravera Bank & Pledging Summary December 31, 2024				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	3.25%		\$ 35,294.29
	Total Checking Account Balance			\$ 35,294.29
x4424	Certificate of Deposit -Project Dvlpmnt	5.05%	07/26/25	\$ 353,362.19
x6140	Certificate of Deposit	4.45%	09/23/25	\$ 1,000,000.00
x6524	Certificate of Deposit -Operating Reserve	4.45%	10/08/25	\$ 1,000,000.00
x7224	Certificate of Deposit-Deficiency Reserve	4.10%	11/01/25	\$ 200,000.00
x8084	Certificate of Deposit	4.15%	11/24/24	\$ 1,000,000.00
x8616	Certificate of Deposit -Project Dvlpmnt	4.15%	12/13/25	\$ 248,691.81
	Total Investments			\$ 3,802,054.00
	Total Deposits			\$ 3,837,348.29
Pledging	Total Deposits			\$ 3,837,348.29
	Less:FDIC Coverage			\$ (250,000.00)
	Deposit Balance to Secure			\$ 3,587,348.29
	Total Pledging Required on all Deposits		x 110%	\$ 3,946,083.12
	Less: Pledging			\$ 4,260,477.00
	Pledging Excess			\$ 314,393.88

GARRISON DIVERSION CONSERVANCY DISTRICT Tax Collections Statement For the Twelve Months Ending December 31, 2024						
County	2024 Tax Levy Budget	2024 Tax Collections	Balance of Tax Levy Budget	2024 State Aid Budget	2024 State Aid	Balance State Aid Budget
Barnes	\$84,238	\$93,381	(9,143)	\$4,376	\$6,511	(\$2,135)
Benson	35,008	37,225	(2,217)	3,282	4,486	(1,204)
Bottineau	60,170	65,614	(5,444)	3,282	5,436	(2,154)
Burleigh	536,057	641,924	(105,867)	24,068	37,857	(13,789)
Cass	988,968	1,219,413	(230,445)	45,948	75,597	(29,649)
Dickey	44,854	48,145	(3,291)	3,282	5,350	(2,068)
Eddy	14,222	16,915	(2,693)	2,188	2,936	(748)
Foster	29,538	30,977	(1,439)	5,470	8,882	(3,412)
Grand Forks	317,258	364,454	(47,196)	9,846	15,163	(5,317)
Griggs	20,786	23,405	(2,619)	2,188	2,941	(753)
LaMoure	43,760	44,434	(674)	3,282	5,384	(2,102)
McHenry	50,324	51,745	(1,421)	2,188	3,096	(908)
McKenzie	351,172	382,744	(31,572)	25,162	41,452	(16,290)
McLean	82,050	87,671	(5,621)	6,564	10,280	(3,716)
Nelson	26,256	29,157	(2,901)	2,188	2,852	(664)
Pierce	33,914	35,625	(1,711)	2,188	3,849	(1,661)
Ramsey	62,358	68,192	(5,834)	4,376	7,035	(2,659)
Ransom	39,384	43,112	(3,728)	-	-	-
Renville	24,068	27,068	(3,000)	2,188	3,423	(1,235)
Richland	103,930	117,121	(13,191)	-	-	-
Sargeant	37,196	40,488	(3,292)	2,188	4,376	(2,188)
Sheridan	15,316	16,544	(1,228)	3,282	5,165	(1,883)
Steele	30,632	33,266	(2,634)	2,188	2,462	(274)
Stutsman	131,279	146,203	(14,924)	6,564	10,599	(4,035)
Traill	57,982	66,921	(8,939)	3,282	4,908	(1,626)
Ward	330,386	361,142	(30,756)	16,410	25,339	(8,929)
Wells	43,760	45,080	(1,320)	3,282	5,238	(1,956)
Williams	398,214	440,217	(42,003)	7,658	12,086	(4,428)
Totals	\$ 3,993,080	\$4,578,183	\$ (585,103)	\$ 196,920	\$ 312,703	(\$115,783)

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

	Budget 1/1/23 to 12/31/23	Expenditures Chargeable to 2023 Budget	Budget 1/1/24 to 12/31/24	2024 Actual as of 12/31/2024	Balance of Budget as of 12/31/2024	Percentage of Budget Spent
GENERAL FUND						
Directors Expense						
Directors Per Diem	\$ 133,000	\$ 132,989	\$ 135,000	\$ 124,810	\$ 10,190	92.5%
Directors Expense	\$ 139,000	\$ 138,971	\$ 120,000	\$ 108,734	\$ 11,266	90.6%
Total Directors Expense	\$ 272,000	\$ 271,960	\$ 255,000	\$ 233,544	\$ 21,456	91.6%
Employee Expense						
Employee Salaries	\$ 897,000	\$ 788,482	\$ 972,000	\$ 820,846	\$ 151,154	84.4%
General Manager Exp	\$ 21,000	\$ 12,806	\$ 21,000	\$ 15,114	\$ 5,886	72.0%
Travel	\$ 57,444	\$ 29,744	\$ 61,000	\$ 13,192	\$ 47,808	21.6%
Admn Officer - Merri Mooridian	\$ 25,000	\$ 19,255	\$ 25,000	\$ 1,373	\$ 23,627	5.5%
Dist. Engr - Kip Kovar	\$ 10,000	\$ 3,702	\$ 10,000	\$ 3,362	\$ 6,638	33.6%
Engineer - Ryan Anderson	\$ 5,000	\$ 2,127	\$ 5,000	\$ 2,564	\$ 2,436	51.3%
Dir. Comm. - Kim Cook	\$ 6,000	\$ 1,512	\$ 6,000	\$ 1,910	\$ 4,090	31.8%
Emp Exp Other	\$ 11,444	\$ 3,148	\$ 15,000	\$ 3,983	\$ 11,017	26.6%
Professional Development	\$ 17,000	\$ 1,411	\$ 17,000	\$ 404	\$ 16,596	2.4%
Employee Training	\$ 15,000	\$ 1,411	\$ 15,000	\$ 404	\$ 14,596	2.7%
Wellness Program	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.0%
Benefits	\$ 430,556	\$ 365,600	\$ 451,000	\$ 375,161	\$ 75,839	83.2%
GDCD FICA	\$ 79,000	\$ 68,428	\$ 82,000	\$ 66,557	\$ 15,443	81.2%
Retirement	\$ 129,000	\$ 112,983	\$ 149,000	\$ 128,699	\$ 20,301	86.4%
Hospital & Life Insurance	\$ 175,000	\$ 143,729	\$ 191,000	\$ 159,373	\$ 31,627	83.4%
Unemployment Comp	\$ 3,621	\$ 3,572	\$ 5,000	\$ 248	\$ 4,752	5.0%
Dental / Vision Ins.	\$ 14,000	\$ 10,659	\$ 13,000	\$ 12,637	\$ 363	97.2%
Work Force Safety	\$ 1,000	\$ 380	\$ 1,000	\$ 499	\$ 501	49.9%
Long-Term Disability Ins	\$ 10,000	\$ 6,914	\$ 10,000	\$ 7,148	\$ 2,852	71.5%
Vacation/Sick Leave Liability	\$ 18,935	\$ 18,935	\$ -	\$ -	\$ -	0.0%
Total Employee Expense	\$ 1,423,000	\$ 1,198,043	\$ 1,522,000	\$ 1,224,717	\$ 297,283	80.5%
Administration						
Postage	\$ 6,000	\$ 3,977	\$ 5,500	\$ 4,822	\$ 678	87.7%
Communications	\$ 14,000	\$ 13,023	\$ 16,000	\$ 12,983	\$ 3,017	81.1%
Utilities	\$ 36,000	\$ 35,560	\$ 35,000	\$ 36,211	\$ (1,211)	103.5%
Meetings & Events	\$ 30,000	\$ 26,714	\$ 9,500	\$ 9,284	\$ 216	97.7%
Subscriptions/Publications	\$ 6,000	\$ 4,694	\$ 10,000	\$ 9,511	\$ 489	95.1%
Miscellaneous	\$ 4,000	\$ 2,037	\$ 3,500	\$ 2,611	\$ 889	74.6%
Data Processing	\$ 46,000	\$ 45,701	\$ 74,500	\$ 77,044	\$ (2,544)	103.4%
Employee Recruiting	\$ 5,000	\$ 3,635	\$ 1,725	\$ 1,721	\$ 4	99.8%
Supplies	\$ 14,000	\$ 11,155	\$ 11,500	\$ 11,335	\$ 165	98.6%
Small Office Equipment	\$ 23,000	\$ 22,640	\$ 11,232	\$ 13,308	\$ (2,076)	118.5%
Dues	\$ 14,000	\$ 12,937	\$ 14,000	\$ 13,073	\$ 927	93.4%
Insurance	\$ 18,000	\$ 17,232	\$ 26,000	\$ 24,751	\$ 1,249	95.2%
Annual Independent Audit	\$ 31,500	\$ 30,650	\$ 40,543	\$ 40,543	\$ -	100.0%
Total Administration	\$ 247,500	\$ 229,955	\$ 259,000	\$ 257,197	\$ 1,803	99.3%
Public Education						
GDCD Tours	\$ 9,019	\$ 3,000	\$ 10,000	\$ 3,150	\$ 6,850	31.5%
ND Water Users Ass'n Dues	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	100.0%
ND Water Coalition Dues	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ -	100.0%
ND Water Magazine	\$ 20,000	\$ 20,000	\$ 18,000	\$ 20,000	\$ (2,000)	111.1%
Missouri River Joint Board	\$ 15,981	\$ 15,981	\$ 51,000	\$ 38,412	\$ 12,588	75.3%
Upper Sheyenne	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000	0.0%
Conference Booth Fees, Sponsorships	\$ 18,000	\$ 8,542	\$ 20,000	\$ 9,748	\$ 10,252	48.7%
Miscellaneous	\$ 10,000	\$ -	\$ 10,000	\$ 698	\$ 9,302	7.0%
Total Public Education	\$ 157,000	\$ 81,523	\$ 193,000	\$ 106,008	\$ 86,992	54.9%

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

	Budget 1/1/23 to 12/31/23	Expenditures Chargeable to 2023 Budget	Budget 1/1/24 to 12/31/24	2024 Actual as of 12/31/2024	Balance of Budget as of 12/31/2024	Percentage of Budget Spent
Professional Services						
Communications	\$ 140,000	\$ 127,866	\$ 140,000	\$ 115,037	\$ 24,963	82.2%
Engineering	\$ 47,000	\$ 20,330	\$ 125,000	\$ 24,864	\$ 100,136	19.9%
RRVWSP Development	\$ 456,000	\$ 114,456	\$ 313,000	\$ 29,460	\$ 283,540	9.4%
Technical Support for LAWA	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ 15,000	0.0%
Engineering	\$ 240,000	\$ 2,607	\$ 100,000	\$ 5,327	\$ 94,673	5.3%
Legal	\$ 125,000	\$ 61,896	\$ 122,000	\$ 27,285	\$ 94,715	22.4%
Financial	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	0.0%
Consultants	\$ 50,000	\$ 45,824	\$ 50,000	\$ (3,263)	\$ 53,263	-6.5%
Meeting, Misc. Exp	\$ 16,000	\$ 4,129	\$ 16,000	\$ 111	\$ 15,889	0.7%
Prof Services Other	\$ 20,000	\$ 16,719	\$ 45,000	\$ -	\$ 45,000	0.0%
Legal Services	\$ 188,000	\$ 186,068	\$ 158,000	\$ 165,435	\$ (7,435)	104.7%
Total Professional Services	\$ 851,000	\$ 465,439	\$ 781,000	\$ 334,796	\$ 446,204	42.9%
Irrigation Development						
ND Irrigation Association	\$ 50,000	\$ 50,000	\$ 80,000	\$ 80,000	\$ -	100.0%
NDSU Oakes Irrigation Site	\$ 196,875	\$ 161,070	\$ -	\$ -	\$ -	0.0%
Robert Titus Lease	\$ 17,000	\$ 16,083	\$ 17,000	\$ -	\$ 17,000	0.0%
Irrigation Development	\$ 6,000	\$ 3,627	\$ 26,000	\$ 5,000	\$ 21,000	19.2%
Total Irrigation Development	\$ 269,875	\$ 230,780	\$ 123,000	\$ 85,000	\$ 38,000	69.1%
Recreation						
GDCCD Recreation Grant Program	\$ 850,000	\$ 805,891	\$ 1,150,000	\$ 1,136,839	\$ 13,161	98.9%
DWRA Recreation Program	\$ 10,000	\$ 4,040	\$ 10,000	\$ 3,352	\$ 6,648	33.5%
Total Recreation	\$ 860,000	\$ 809,931	\$ 1,160,000	\$ 1,140,191	\$ 19,809	98.3%
Water Supply Grant Program	\$ 300,000	\$ 224,683	\$ 300,000	\$ 204,462	\$ 95,538	68.2%
Irrigation Districts Expense						
Irrigation Districts	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.0%
Total Irrigation Districts Expense	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.0%
Maintenance & Repair						
Equipment Maintenance	\$ 21,500	\$ 21,078	\$ 27,000	\$ 25,352	\$ 1,648	93.9%
Small Yard Equipment Purchases	\$ 8,350	\$ 8,350	\$ 5,000	\$ -	\$ 5,000	0.0%
Land & Bldg Maintenance	\$ 10,256	\$ 9,993	\$ 35,000	\$ 37,328	\$ (2,328)	106.7%
Auto Expense	\$ 13,500	\$ 13,304	\$ 15,000	\$ 15,380	\$ (380)	102.5%
Total Maintenance & Repair	\$ 53,606	\$ 52,725	\$ 82,000	\$ 78,060	\$ 3,940	95.2%
Capital Purchases						
Office Equip & Furniture	\$ 18,900	\$ 5,450	\$ 50,000	\$ -	\$ 50,000	0.0%
Yard Equipment	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	0.0%
Vehicle	\$ 40,000	\$ -	\$ 80,000	\$ 27,182	\$ 52,818	34.0%
Land and Buildings	\$ 719,494	\$ 719,494	\$ 504,797	\$ 548,387	\$ (43,590)	108.6%
Total Capital Purchases	\$ 778,394	\$ 724,944	\$ 654,797	\$ 575,569	\$ 79,228	87.9%
Total General Fund	\$ 5,214,375	\$ 4,289,983	\$ 5,331,797	\$ 4,239,544	\$ 1,092,253	79.5%

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

	Budget 1/1/23 to 12/31/23	Expenditures Chargeable to 2023 Budget	Budget 1/1/24 to 12/31/24	2024 Actual as of 12/31/2024	Balance of Budget as of 12/31/2024	Percentage of Budget Spent
IRRIGATION FUND						
McClusky Canal Irrigation:	\$ 446,100	\$ 225,766	\$ 418,100	\$ 197,626	\$ 220,474	47.3%
Construction	\$ 19,000	\$ 18,769	\$ -	\$ -	\$ -	0.0%
Operations	\$ 427,100	\$ 206,997	\$ 418,100	\$ 197,626	\$ 220,474	47.3%
Debt Payments	\$ 382,000	\$ 216,768	\$ 218,000	\$ 216,868	\$ 1,132	99.5%
Principal	\$ 315,000	\$ 178,384	\$ 187,000	\$ 185,712	\$ 1,288	99.3%
Interest	\$ 67,000	\$ 38,384	\$ 31,000	\$ 31,156	\$ (156)	100.5%
Total Irrigation Fund	\$ 828,100	\$ 442,534	\$ 636,100	\$ 414,494	\$ 221,606	65.2%
GDU O & M						
Salaries and Benefits	\$ 2,200,099	\$ 2,199,804	\$ 2,538,600	\$ 2,382,782	\$ 155,818	93.9%
Salaries	\$ 1,461,799	\$ 1,461,526	\$ 1,688,200	\$ 1,563,318	\$ 124,882	92.6%
Benefits	\$ 738,300	\$ 738,278	\$ 850,400	\$ 819,464	\$ 30,936	96.4%
Travel	\$ 29,000	\$ 28,228	\$ 20,000	\$ 18,060	\$ 1,940	90.3%
Training	\$ 4,000	\$ 3,239	\$ 2,700	\$ -	\$ 2,700	0.0%
Utilities	\$ 84,000	\$ 76,751	\$ 82,900	\$ 81,166	\$ 1,734	97.9%
Contractual Services	\$ 326,000	\$ 325,869	\$ 171,600	\$ 113,481	\$ 58,119	66.1%
Supplies	\$ 458,500	\$ 458,463	\$ 374,000	\$ 366,666	\$ 7,334	98.0%
Capital Purchases	\$ 402,188	\$ 402,188	\$ 1,001,000	\$ 937,313	\$ 63,687	93.6%
Small Equipment Purchases	\$ 11,000	\$ -	\$ 15,000	\$ -	\$ 15,000	0.0%
Equipment Rental	\$ 50,000	\$ -	\$ 7,000	\$ -	\$ 7,000	0.0%
Equipment Maintenance	\$ 370,500	\$ 237,080	\$ 450,000	\$ 257,472	\$ 192,528	57.2%
Safety	\$ 57,700	\$ 57,671	\$ 53,000	\$ 31,508	\$ 21,492	59.4%
Miscellaneous	\$ 19,000	\$ 18,160	\$ 21,900	\$ 18,836	\$ 3,064	86.0%
Materials	\$ 325,000	\$ 307,042	\$ 12,000	\$ 7,070	\$ 4,930	58.9%
Total GDU O & M	\$ 4,336,987	\$ 4,114,495	\$ 4,749,700	\$ 4,214,354	\$ 535,346	88.7%
MR&I Fund						
Salaries & Benefits	\$ 82,000	\$ 74,556	\$ 82,000	\$ 77,619	\$ 4,381	94.7%
State Administration	\$ 153,000	\$ 34,706	\$ -	\$ -	\$ -	0.0%
MR&I Project Expenditures	\$ 20,000,000	\$ 18,914,984	\$ 30,000,000	\$ 10,519,994	\$ 19,480,006	35.1%
Total MR&I Fund	\$ 20,235,000	\$ 19,024,246	\$ 30,082,000	\$ 10,597,613	\$ 19,484,387	35.2%
RRV Water Supply Project						
Right of Way	\$ 1,569,000	\$ 1,568,596	\$ 1,250,000	\$ 1,156,369	\$ 93,631	92.5%
Design/Construction in Progress	\$ 29,807,100	\$ 29,608,619	\$ 117,500,000	\$ 78,521,052	\$ 38,978,948	66.8%
Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Professional Services	\$ 423,900	\$ 417,984	\$ 1,250,000	\$ 706,479	\$ 543,521	56.5%
Financing/Legal/Administration	\$ 391,000	\$ 385,092	\$ 1,000,000	\$ 546,215	\$ 453,785	54.6%
Other Engineering	\$ 32,900	\$ 32,892	\$ 250,000	\$ 160,264	\$ 89,736	64.1%
Debt Payments	\$ 662,983	\$ 662,983	\$ 663,000	\$ 662,982	\$ 18	100.0%
Principal	\$ 534,127	\$ 534,127	\$ 423,053	\$ 423,053	\$ -	100.0%
Interest	\$ 128,856	\$ 128,856	\$ 239,947	\$ 239,929	\$ 18	100.0%
Total RRVWSP	\$ 32,462,983	\$ 32,258,182	\$ 120,663,000	\$ 81,046,882	\$ 39,616,118	67.2%
TOTAL ALL FUNDS	\$ 63,077,445	\$ 60,129,440	\$ 161,462,597	\$ 100,512,887	\$ 60,949,710	62.3%

GARRISON DIVERSION CONSERVANCY DISTRICT GDGD RECREATION GRANT PROGRAM OUTSTANDING PROJECTS July 1, 1990 to December 31, 2024							
COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2024	EXPENDITURES 04-23-15 to 12-31-2023	EXPENDITURES 1-1-24 to 12-31-24	BALANCE REMAINING 12-31-24
Barnes	Sheyenne River Water Trail	04-29-21	\$ 51,005.00			\$ 51,005.00	\$ -
Barnes	Valley City Parks-Hi-Line Pickleball Court	09-20-23	\$ 75,000.00			\$ 75,000.00	\$ -
Barnes	Valley City Park Playground	03-20-24		\$ 50,000.00			\$ 50,000.00
Bottineau	Kramer City Park	09-28-22	\$ 21,250.00				\$ 21,250.00
Bottineau	City of Landa-Restroom Facilities	09-20-23	\$ 6,250.00			\$ 5,524.38	\$ 725.62
Bottineau	Bottineau Winter Park Snow System	03-20-24		\$ 50,000.00		\$ 50,000.00	\$ -
Bottineau	Maxbass Community Park	03-20-24		\$ 31,141.00			\$ 31,141.00
Bottineau	Newburg Park Gazebo	09-16-24		\$ 20,600.00			\$ 20,600.00
Burleigh	Steckel Boat Landing South Picnic Shelter	04-29-21	\$ 6,000.00				\$ (6,000.00)
Burleigh	American Legion Splash Pad	09-28-22	\$ 30,000.00		\$ 17,232.25	\$ 5,184.50	\$ 7,583.25
Burleigh	Wilton North Park Pickle Ball Court	09-28-22	\$ 2,395.00		\$ 958.10		\$ 1,436.90
Burleigh	Municipal Ballpark Master Plan Improv	03-20-24		\$ 50,000.00			\$ 50,000.00
Cass	Brewer Lake Water Hook-ups	03-30-22	\$ 638.00				\$ 638.00
Cass	Tinta Tawa Park Restroom	03-30-22	\$ 9,575.00			\$ 9,575.00	\$ -
Cass	West Fargo Park District Playground Imp	09-28-22	\$ 16,145.00				\$ 16,145.00
Cass	Harwood-Splash Pad	03-30-23	\$ 27,204.00			\$ 5,444.70	\$ 21,759.30
Cass	North Elmwood Park Restoration	03-30-23	\$ 24,323.00				\$ 24,323.00
Cass	Tower City Pickle Courts	03-30-23	\$ 4,700.00		\$ 4,666.75		\$ 33.25
Cass	Cassellton-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		\$ 851.03	\$ (23.97)
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 December 31, 2024								
COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2024	EXPENDITURES 04-23-15 to 12-31-2023	EXPENDITURES 1-1-24 to 12-31-24	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 12-31-24
Richland	City Park Improvement-Abercrombie	04-29-21	\$ 34,682.00			\$ 18,590.75		\$ 16,091.25
Richland	Chaninkapa Park Multipurpose Shelter	03-30-22	\$ 42,000.00			\$ 29,330.77	\$ (12,669.23)	\$ -
Richland	Manatador Park Softball Dugouts	03-30-22	\$ 2,000.00					\$ 2,000.00
Richland	Wyndmere Park Board	03-30-22	\$ 10,728.00					\$ 10,728.00
Richland	Fairmount-Park Playground Equipment	03-30-23	\$ 9,750.00			\$ 6,080.00		\$ 3,670.00
Sargent	Gwinner Aquatic Center	09-28-22	\$ 75,000.00		\$ 19,962.50			\$ 55,037.50
Sargent	Forman-Central Park Community Gardens	09-20-23	\$ 1,375.00			\$ 857.12		\$ 517.88
Sargent	Hero's Park	03-20-24		\$ 10,500.00		\$ 500.00		\$ 10,000.00
Sheridan	Hoffer Lake Beach & Swimming Develop.	09-23-21	\$ 4,093.00			\$ 3,737.50	\$ (355.50)	\$ -
Sheridan	Sheridan County-Hoffer Lake Rec Area	09-20-23	\$ 2,850.00			\$ 2,850.00		\$ -
Steele	City Park Development-Colgate	04-29-21	\$ 6,250.00					\$ 6,250.00
Steele	Finley-Park Playground Equipment	03-30-23	\$ 13,750.00					\$ 13,750.00
Steele	Golden Lake Pickleball Court Phase I & II	09-16-24		\$ 30,361.00				\$ 30,361.00
Steele	Hope Clubhouse/Meeting Area	09-16-24		\$ 50,000.00		\$ 35,086.63		\$ 14,913.37
Stutsman	Park Bench Project-Stutsman County	04-29-21	\$ 3,113.00				\$ (3,113.00)	\$ -
Stutsman	Electrical Upgrades for Campers	09-23-21	\$ 1,750.00			\$ 462.13	\$ (1,287.87)	\$ -
Stutsman	Field Renovation Phase I	09-28-22	\$ 75,000.00		\$ 23,407.39	\$ 51,592.61		\$ -
Stutsman	Jamestown Reservoir Vault Toilet	09-28-22	\$ 6,204.00					\$ 6,204.00
Stutsman	4-H Horse Arena Improvement	03-30-23	\$ 8,843.00			\$ 8,124.14	\$ (718.86)	\$ -
Stutsman	Pedestrian Bridge Replacement	03-30-23	\$ 75,000.00					\$ 75,000.00
Stutsman	Lakeside Campground Improvements	03-30-23	\$ 5,574.00					\$ 5,574.00
Stutsman	Medina Community Recreation Center	03-20-24		\$ 50,000.00		\$ 50,000.00		\$ -
Stutsman	Nickeus Park All Abillities 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	\$ 1,136,839.21	\$ (155,805.68)	\$ 1,861,057.73

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

	General Fund	Operations & Maintenance Fund	Municipal, Rural, and Industrial Fund	Red River Valley Water Supply Project	Irrigation Fund	Total
REVENUES:						
Irrigation Admin	\$ 1,334					\$ 1,334
Project Income						\$ -
Lease Income						\$ -
Miscellaneous Income	\$ 3,117				\$ 384	\$ 3,501
Interest Income	\$ 904,273	\$ 14,989	\$ 256	\$ 118,581	\$ 7,728	\$ 1,045,827
Tax Levy/State Aid	\$ 4,890,886					\$ 4,890,886
Non-project Income		\$ 375,893				\$ 375,893
Contract Revenue	\$ 73,226	\$ 4,571,491	\$ 10,616,297	\$ 82,697,856	\$ 489,852	\$ 98,448,722
Total Revenues	\$ 5,872,836	\$ 4,962,373	\$ 10,616,553	\$ 82,816,437	\$ 497,964	\$ 104,766,163
EXPENDITURES:						
Directors Expense	\$ 255,000					\$ 255,000
Employee Expenses	\$ 1,520,369	\$ 2,614,300	\$ 82,000			\$ 4,216,669
Administrative Expenses	\$ 260,631	\$ 104,800				\$ 365,431
Public Education	\$ 193,000					\$ 193,000
Professional Services	\$ 781,000	\$ 171,600		\$ 1,250,000		\$ 2,202,600
Irrigation Development	\$ 123,000					\$ 123,000
Recreation Matching	\$ 1,160,000					\$ 1,160,000
Water Assistance Grant	\$ 300,000					\$ 300,000
Irrigation Districts Expenses	\$ 2,000					\$ 2,000
Maintenance & Repairs	\$ 82,000	\$ 858,000			\$ 418,100	\$ 1,358,100
Capital Purchases	\$ 654,797	\$ 1,001,000		\$ 118,750,000	\$ -	\$ 120,405,797
MR&I Project Expenditures			\$ 30,000,000			\$ 30,000,000
Debt Service Payments				\$ 423,053	\$ 186,844	\$ 609,897
Interest on Debt Service				\$ 239,947	\$ 31,156	\$ 271,103
Total Expenditures	\$ 5,331,797	\$ 4,749,700	\$ 30,082,000	\$ 120,663,000	\$ 636,100	\$ 161,462,597
Revenues Over (Under) Expenditures*	\$ 541,039	\$ 212,673	\$ (19,465,447)	\$ (37,846,563)	\$ (138,136)	\$ (56,696,434)
Transfers In (Out)	\$ 119,388	\$ (718,555)	\$ (18,709)	\$ 617,669		\$ (207)
Net Change in Fund Balance	\$ 660,427	\$ (505,882)	\$ (19,484,156)	\$ (37,228,894)	\$ (138,136)	\$ (56,696,641)

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

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

GARRISON DIVERSION CONSERVANCY DISTRICT
2024 BUDGET REVISION
Rv6

	Budget 2024	Revision	Revised Budget
<u>Directors Expense</u>			
Directors Per Diem	135,000		\$ 135,000
Directors Exp	120,000		120,000
Total Directors Expense	\$ 255,000	0	\$ 255,000
<u>Employee Expense</u>			
Employee Salaries	\$ 972,000		\$ 972,000
General Managers Expense	21,000		21,000
Travel	61,000		61,000
Administrative Officer	25,000		25,000
District Engineer	10,000		10,000
Engineer	5,000		5,000
Communications Director	6,000		6,000
Emp Exp Other	15,000		15,000
Professional Development	17,000		17,000
Employee Training	15,000		15,000
Wellness Program	2,000	(1,631)	369
Benefits	451,000		451,000
GDCD FICA	82,000		82,000
Retirement	149,000		149,000
Hospital & Life Insurance	191,000		191,000
Unemployment Comp	5,000		5,000
Vision / Dental	13,000		13,000
Workforce Safety Insurance	1,000		1,000
Long Term Disability Ins	10,000		10,000
Vacation/Sick Leave Liability	-		-
Total Employee Expense	\$ 1,522,000	(1,631)	\$ 1,520,369
<u>Administration</u>			
Postage	\$ 5,500		\$ 5,500
Communications	16,000	(3,000)	13,000
Utilities	35,000	1,211	36,211
Meetings & Events	9,500		9,500
Subscriptions	10,000		10,000
Miscellaneous	3,500		3,500
Data Processing	74,500	2,544	77,044
Employee Recruiting	1,725		1,725
Supplies	11,500		11,500
Small Office Equipment	11,232	2,076	13,308
Dues	14,000		14,000
Insurance	26,000	(1,200)	24,800
Annual Independent Audit	40,543		40,543
Total Administration	\$ 259,000	1,631	\$ 260,631
<u>Public Education</u>			
GDCD Tours	\$ 10,000	(2,000)	\$ 8,000
ND Water Users	20,000		20,000
ND Water Coalition	14,000		14,000
ND Water Magazine	18,000	2,000	20,000
Missouri River Joint Board	51,000		51,000
Upper Shyenenne	50,000		50,000
Conferences/Sponsorships	20,000		20,000
Miscellaneous	10,000		10,000
Total Public Education	\$ 193,000	0	\$ 193,000

GARRISON DIVERSION CONSERVANCY DISTRICT
2024 BUDGET REVISION
Rv6

	Budget 2024	Revision	Revised Budget
<u>Professional Services</u>			
Communications	\$ 140,000		\$ 140,000
Engineering	125,000		125,000
RRVWSP Development	313,000		313,000
Technical Support for LAWA	15,000		15,000
Engineering	100,000		100,000
Legal	122,000		122,000
Financial	10,000		10,000
Consultants	50,000		50,000
Meeting, Misc. Exp	16,000		16,000
Prof Services Other	45,000	(7,435)	37,565
Legal Services	158,000	7,435	165,435
Total Professional Services	\$ 781,000	0	\$ 781,000
<u>Irrigation Development</u>			
ND Irrigation Association	\$ 80,000		\$ 80,000
NDSU Oakes Irrigation Site	-		-
Bob Titus Lease	17,000		17,000
Irrigation Development	26,000		26,000
Total Irrigation Development	\$ 123,000	0	\$ 123,000
<u>Recreation</u>			
Recreation Matching	\$ 1,150,000		\$ 1,150,000
DWRA Recreation Program	10,000		10,000
Total Recreation	\$ 1,160,000	0	\$ 1,160,000
<u>Water Assistance</u>			
Water Assistance Grant	\$ 300,000		\$ 300,000
<u>Irrigation District Expense</u>			
Irrigation District Expenses	\$ 2,000		\$ 2,000
OTA Title Transfer	-		-
Technical Support	-		-
Legal	-		-
Total Irrigation District Expense	\$ 2,000	0	\$ 2,000
<u>Maintenance & Repair</u>			
Equipment Maintenance	\$ 27,000		\$ 27,000
Small Yard Equipment Purchases	5,000	(2,708)	2,292
Land & Bldg Maintenance	35,000	2,328	37,328
Auto Expense	15,000	380	15,380
Total Maintenance & Repair	\$ 82,000	0	\$ 82,000
<u>Capital Purchases</u>			
Office Equip & Furniture	\$ 50,000	(13,000)	\$ 37,000
Yard Equipment	20,000	(20,000)	-
Vehicle	80,000	(10,590)	69,410
Land & Buildings	504,797	43,590	548,387
Total Capital Purchases	\$ 654,797	0	\$ 654,797
General Fund Subtotal	\$ 5,331,797	0	\$ 5,331,797

GARRISON DIVERSION CONSERVANCY DISTRICT
2024 BUDGET REVISION
Rv6

	Budget 2024	Revision	Revised Budget
<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	(156)	186,844
Interest	31,000	156	31,156
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	20,000		20,000
Training	2,700		2,700
Utilities	82,900		82,900
Contracted Services (Eng / Survey)	171,600		171,600
Supplies	374,000		374,000
Equipment Purchases	1,001,000		1,001,000
Small Equipment Purchases	15,000		15,000
Equipment Rental	7,000		7,000
Equipment Maintenance	450,000		450,000
Safety	53,000		53,000
Miscellaneous	21,900		21,900
Materials	12,000		12,000
Total GDU O & M	\$ 4,749,700	\$ -	\$ 4,749,700
<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	423,053		423,053
Interest	239,947		239,947
Total RRVWSP	\$ 120,663,000	\$ -	\$ 120,663,000
TOTAL ALL FUNDS	\$ 161,462,597	\$ -	\$ 161,462,597

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget of Revenues and Expenditures
Rv1

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

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget Revision
Rv1

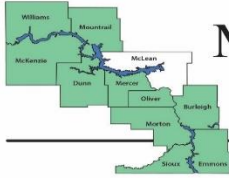
	Budget 2025	Revision	Revised Budget
<u>Directors Expense</u>			
Directors Per Diem	\$ 151,200		\$ 151,200
Directors Exp	\$ 144,530		\$ 144,530
Total Directors Expense	\$ 295,730	\$ -	\$ 295,730
<u>Employee Expense</u>			
Employee Salaries	\$ 1,000,000		\$ 1,000,000
General Managers Expense	\$ 21,000		\$ 21,000
Travel	\$ 62,000	\$ -	\$ 62,000
Administrative Officer	\$ 25,000		\$ 25,000
District Engineer	\$ 10,000		\$ 10,000
Engineer	\$ 6,000		\$ 6,000
Communications Director	\$ 6,000		\$ 6,000
Emp Exp Other	\$ 15,000		\$ 15,000
Professional Development	\$ 17,000	\$ -	\$ 17,000
Employee Training	\$ 15,000		\$ 15,000
Wellness Program	\$ 2,000		\$ 2,000
Benefits	\$ 507,000	\$ -	\$ 507,000
GD CD FICA	\$ 82,000		\$ 82,000
Retirement	\$ 147,000		\$ 147,000
Hospital & Life Insurance	\$ 227,000		\$ 227,000
Unemployment Comp	\$ 5,000		\$ 5,000
Vision / Dental	\$ 17,000		\$ 17,000
Workforce Safety Insurance	\$ 1,000		\$ 1,000
Long Term Disability Ins	\$ 10,000		\$ 10,000
Vacation/Sick Leave Liability	\$ 18,000		\$ 18,000
Total Employee Expense	\$ 1,607,000	\$ -	\$ 1,607,000
<u>Administration</u>			
Postage	\$ 4,400		\$ 4,400
Communications	\$ 16,000		\$ 16,000
Utilities	\$ 39,200		\$ 39,200
Meetings & Events	\$ 29,400		\$ 29,400
Subscriptions	\$ 6,500		\$ 6,500
Miscellaneous	\$ 3,500		\$ 3,500
Data Processing	\$ 60,300		\$ 60,300
Employee Recruiting	\$ 5,000		\$ 5,000
Supplies	\$ 12,300		\$ 12,300
Small Office Equipment	\$ 30,000		\$ 30,000
Dues	\$ 14,000		\$ 14,000
Insurance	\$ 18,000		\$ 18,000
Annual Independent Audit	\$ 40,000		\$ 40,000
Total Administration	\$ 278,600	\$ -	\$ 278,600
<u>Public Education</u>			
GD CD Tours	\$ 10,000		\$ 10,000
ND Water Users	\$ 20,000		\$ 20,000
ND Water Coalition	\$ 14,000		\$ 14,000
ND Water Magazine	\$ 20,000		\$ 20,000
Missouri River Joint Board	\$ 21,000		\$ 21,000
Upper Sheyenne	\$ 50,000		\$ 50,000
Conferences/Sponsorships	\$ 20,000		\$ 20,000
Miscellaneous	\$ 10,000		\$ 10,000
Total Public Education	\$ 165,000	\$ -	\$ 165,000

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget Revision
Rv1

	Budget 2025	Revision	Revised Budget
<u>Professional Services</u>			
Communications	\$ 140,000		\$ 140,000
Engineering	\$ 125,000		\$ 125,000
RRVWSP Development	\$ 273,000	\$ -	\$ 273,000
Technical Support for LAWA	\$ 15,000		\$ 15,000
Engineering	\$ 50,000		\$ 50,000
Legal	\$ 132,000		\$ 132,000
Financial	\$ 10,000		\$ 10,000
Consultants	\$ 50,000		\$ 50,000
Meeting, Misc. Exp	\$ 16,000		\$ 16,000
Prof Services Other	\$ 45,000		\$ 45,000
Legal Services	\$ 200,000		\$ 200,000
Total Professional Services	\$ 783,000	\$ -	\$ 783,000
<u>Irrigation Development</u>			
ND Irrigation Association	\$ 50,000		\$ 50,000
NDSU Oakes Irrigation Site			\$ -
Bob Titus Lease	\$ -		\$ -
Irrigation Development	\$ 26,000		\$ 26,000
Total Irrigation Development	\$ 76,000	\$ -	\$ 76,000
<u>Recreation</u>			
Recreation Matching	\$ 1,250,000		\$ 1,250,000
DWRA Recreation Program	\$ 10,000		\$ 10,000
Total Recreation	\$ 1,260,000	\$ -	\$ 1,260,000
<u>Water Assistance</u>			
Water Assistance Grant	\$ 300,000	\$ -	\$ 300,000
<u>Irrigation District Expense</u>			
Irrigation District Expenses	\$ 2,000	\$ -	\$ 2,000
<u>Maintenance & Repair</u>			
Equipment Maintenance	\$ 27,000		\$ 27,000
Small Yard Equipment Purchases	\$ 10,000		\$ 10,000
Land & Bldg Maintenance	\$ 35,000		\$ 35,000
Auto Expense	\$ 15,000		\$ 15,000
Total Maintenance & Repair	\$ 87,000	\$ -	\$ 87,000
<u>Capital Purchases</u>			
Office Equip & Furniture	\$ 100,000	\$ 37,000	\$ 137,000
Yard Equipment	\$ 20,000		\$ 20,000
Vehicle	\$ 40,000	\$ 42,000	\$ 82,000
Land & Buildings	\$ 270,000		\$ 270,000
Total Capital Purchases	\$ 430,000	\$ 79,000	\$ 509,000
General Fund Subtotal	\$ 5,284,330	\$ 79,000	\$ 5,363,330

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget Revision
Rv1

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



Missouri River Joint Water Board

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

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

Mr. Duane DeKrey

December 24, 2024

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

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

Dear Duane,

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

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

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

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

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

Sincerely,

Wade Bachmeier
Chairman, MRJWB

MISSOURI RIVER JOINT WATER BOARD, CALANDER YEAR 2025 WORK PLAN AND BUDGET**Prepared: December 2024****1. Introduction.**

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

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

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

2. Background.

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

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

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

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

3. EAE Program Administration.

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

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

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

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

4. Work Achieved in Calendar Year 2024.

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

5. Work Planned for Calendar Year 2025.

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

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

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

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

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

6. Proposed Budget.

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

Budget 2025

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

Report on EAE Activities for Year 2024.

Legislative Involvement and State and Federal Agency Meetings.

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

Public Meetings.

Educate ~ Advocate ~ Engage
Understanding and Pursuing Missouri River Benefits for North Dakota
Missouri River Joint Water Board
Missouri River Advisory Council

The Missouri River Joint Water Board presents

The Importance of the Missouri River

PUBLIC MEETINGS

*All times local

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

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

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

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

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

Other Organizational Meetings.

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

Articles Published During Year:

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

Planning For 2025

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

Missouri River Joint Water Board

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

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

2. Reports

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

b. Treasurer:

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

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

c. Chairman:

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

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

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

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

3. Old Business

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

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

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

a. EAE contract approvals:

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

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

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

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

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

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

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

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

3. Old Business

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

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

4. New Business.

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

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

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

2024 ACCOMPLISHMENTS

Garrison Diversion Conservancy District

1) Federal/National

- a) Met with Brent Esplin, Regional Director of Bureau of Reclamation, 2 times
- b) Held multiple meetings with Congressional Delegation to provide updates on RRVWSP and 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 GDCD Benefits handouts for 7 counties

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

9) Engineering & Operations

- a) Major equipment purchases
 - i) Vactor truck
 - ii) Heavy haul trailer
 - iii) 1-ton O&M pickup
- b) Moved approximately 207,000 cubic yards of earth at the Major Slide Repair
- c) Maintained quality staff and equipment
- d) Updated and implemented "5-Year Work Plan"
- e) Completed 2024 annual work plan on GDU facilities
- f) Completed 2024 annual work plan for Devils Lake Outlet maintenance
- g) Operated and maintained 13 McClusky Canal Irrigation Projects
- h) Participating in NAWS construction activity at 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](#) work plan for McClusky Canal Irrigation Projects
6. Assess the future utilization of the New Rockford Canal
7. [Complete earthwork portion of Major Slide Project](#)
8. [Assist Bureau of Reclamation with NAWs construction at the Snake Creek Pumping Plant](#)
9. [Assist with removal of the Snake Creek Cofferdam](#)

* [2025 additions](#)

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

25-117

**GARRISON DIVERSION CONSERVANCY DISTRICT
Carrington, North Dakota**

COMMITTEE OF THE WHOLE

January 10, 2025

The Garrison Diversion Conservancy District Board of Directors met as a Committee of the Whole on January 10, 2025, at the Garrison Diversion headquarters in Carrington, ND. The meeting was called to order by Chairman Anderson at 10:45 a.m.

DIRECTORS PRESENT

Chairman Jay Anderson
Vice Chairman Greg Bischoff
Second Vice Chairman Jeff LeDoux
Director Dave Anderson
Director Nikki Boote
Director Mark Cook
Director Steve Forde
Director Dave Johnson
Director Geneva Kaiser
Director Larry Kassian
Director Bruce Klein
Director Kelly Klosterman
Director Steve Metzger
Director Bill Ongstad
Director Brian Orn
Director Jim Pellman
Director Kenny Rogers
Director Jason Siegert
Director Mike Tweed
Director Alan Walter
Director Donald Zimbleman
Secretary Duane DeKrey

DIRECTORS ABSENT

Director Robin Arndt
Director Kyle Blanchfield
Director Roger Gunlikson
Director Cliff Hanretty
Director Margo Knorr
Director Brandon Krueger
Director Ken Vein

GENERAL MANAGER'S EVALUATION/CONCLUSIONS

Chairman Anderson announced the purpose of this meeting is to conduct the 2024 performance evaluation for Duane DeKrey, General Manager.

The procedure was followed from the director's handbook, Section 3.6. Each director completed an evaluation of the general manager that was submitted to the chairman prior to the meeting. The results were then compiled for today's meeting.

The results of the evaluation were reviewed and discussed among the board members.

Mr. DeKrey joined the meeting, and the evaluation results were reviewed with him. Performance objectives for 2025 were also presented and discussed.

The meeting adjourned at 11:15 a.m.

(SEAL)

Chairman Jay Anderson

Secretary Duane DeKrey

Garrison Diversion Conservancy District
Combined Statement of Revenues and Expenses
For the Three Months Ending March 31, 2025

	General Fund	Municipal Rural, and Industrial Fund	Operations Maintenance Fund	Red River Valley Water Supply Project	Irrigation Fund	Total
Beginning Bank Balance	\$9,983,347	\$5,723	\$640,482	\$5,227,946	\$177,850	16,035,348
Revenues:						
Irrigation Admin						-
Miscellaneous Income	30				145	175
Interest Income	172,158		7,372	50,170	2,554	232,254
Tax Levy	3,953,034					3,953,034
State Aid Distribution	81,410					81,410
Contract Revenue	31,214	5,335,160	766,330	20,475,259	57,618	26,665,581
Non-Project Income			48,065			48,065
Total Revenues	\$4,237,846	\$5,335,160	\$821,767	\$20,525,429	\$60,317	\$30,980,519
Expenditures:						
Director Expense	42,025					42,025
Employee Expense	317,240	19,391	640,629			977,260
Administrative Expense	70,243		29,188			99,431
Public Education	35,160					35,160
Professional Services	90,738			173,231		263,969
Irrigation Development						0
Water Supply Projects	23,550					23,550
GDCD Recreation Project	167,779					167,779
DWRA Recreation Project	408					408
Maintenance & Repairs	35,878		108,412		19,734	164,024
Capital Purchases			29,584			29,584
Construction in Progress				16,289,944		16,289,944
MR&I Project Expenses		5,306,626				5,306,626
Principal Debt Payments					10,738	10,738
Interest Payments					459	459
Total Expenditures *	\$ 783,021	\$ 5,326,017	\$ 807,813	\$ 16,463,175	\$ 30,931	\$ 23,410,957
Transfer In/Out	195,399	(9,142)	(186,258)	-	-	\$ (1)
Revenues Over Expenditures	\$ 3,650,224	\$ 1	\$ (172,304)	\$ 4,062,254	\$ 29,386	\$ 7,569,561
Net Change in Assets	(1,246,311)		176,574		3,835	\$ (1,065,902)
Ending Bank Balance	\$ 12,387,260	\$ 5,724	\$ 644,752	\$ 9,290,200	\$ 211,071	\$ 22,539,007

GARRISON DIVERSION CONSERVANCY DISTRICT INCOME BUDGET ANALYSIS STATEMENT For the Three Months Ending March 31, 2025				
General, O&M MR&I, RRVWSP, and Irrigation Funds	Budget for 2025	Income Received to Mar 31, 2025	Percentage of Amount Budgeted	Balance of 2025 Budget
Irrigation Admin	\$ 975	\$ -	0.0%	\$ 975
Lease Income	\$ -	\$ -		\$ -
Miscellaneous Income	\$ -	\$ 175	0.0%	\$ (175)
Revenue Sale of Fixed Assets	\$ -	\$ -		\$ -
Interest Income	\$ 464,760	\$ 232,254	50.0%	\$ 232,506
Tax Levy	\$ 4,137,404	\$ 3,953,034	95.5%	\$ 184,370
State Aid	\$ 282,596	\$ 81,410	28.8%	\$ 201,186
General Fund Contract Revenue	\$ 73,500	\$ 31,214	42.5%	\$ 42,286
O&M Contract Revenue	\$ 5,648,546	\$ 766,330	13.6%	\$ 4,882,216
MR&I Contract Revenue	\$ 30,111,940	\$ 5,335,160	17.7%	\$ 24,776,780
RRVWSP Contract Revenue	\$120,662,983	\$ 20,475,259	17.0%	\$100,187,724
Irrigation Fund Revenue	\$ 483,300	\$ 57,618	11.9%	\$ 425,682
Project Revenue	\$ -	\$ -	0.0%	\$ -
Non-Project Revenue	\$ 186,978	\$ 48,065	25.7%	\$ 138,913
Total Revenues	\$162,052,982	\$30,980,519	19.1%	\$131,072,463

GARRISON DIVERSION CONSERVANCY DISTRICT						
Expense Budget Analysis Statement						
For the Three Month Ending March 31, 2025						
General, O&M MR&I, RRVWSP, and Irrigation Funds	Budget for 2024	Expenditures Charged to 2024 Budget	Budget for 2025	Expenditures to Mar 31, 2025	Percentage Spent Amount Budgeted	Balance of Budget
Expenses						
Director Expenses	\$ 255,000	\$ 233,544	\$ 295,730	\$ 42,025	14.2%	\$ 253,705
Employee Expenses	\$ 4,218,300	\$ 3,734,661	\$ 4,221,439	\$ 977,260	23.1%	\$ 3,244,179
Administrative Expenses	\$ 363,800	\$ 357,249	\$ 409,878	\$ 99,431	24.3%	\$ 310,447
Public Education	\$ 193,000	\$ 106,008	\$ 205,925	\$ 35,160	17.1%	\$ 170,765
Professional Services	\$ 2,202,600	\$ 1,154,755	\$ 2,632,011	\$ 263,969	10.0%	\$ 2,368,042
Irrigation Development	\$ 123,000	\$ 85,000	\$ 76,000	\$ -	0.0%	\$ 76,000
Water Supply Program	\$ 300,000	\$ 204,462	\$ 300,000	\$ 23,550	7.9%	\$ 276,450
GDCD Recreation Grant Program	\$ 1,150,000	\$ 1,136,839	\$ 1,250,000	\$ 167,779	13.4%	\$ 1,082,221
DWRA Recreation Program	\$ 10,000	\$ 3,352	\$ 10,000	\$ 408	4.1%	\$ 9,592
Irrigation District Expense	\$ 2,000	\$ -	\$ 2,000	\$ -	0.0%	\$ 2,000
Maintenance & Repairs	\$ 1,358,100	\$ 906,869	\$ 1,403,474	\$ 164,024	11.7%	\$ 1,239,450
Capital Purchases	\$ 1,655,797	\$ 1,512,882	\$ 930,000	\$ 29,584	3.2%	\$ 900,416
Construction in Progress	\$ 118,750,000	\$ 79,677,421	\$ 118,750,000	\$ 16,289,944	13.7%	\$ 102,460,056
MR&I Fund	\$ 30,000,000	\$ 10,519,994	\$ 30,000,000	\$ 5,306,626	17.7%	\$ 24,693,374
Principal on Debt Repayment	\$ 610,053	\$ 608,765	\$ 507,911	\$ 10,738	2.1%	\$ 497,173
Interest on Debt Repayment	\$ 270,947	\$ 271,085	\$ 370,071	\$ 459	0.1%	\$ 369,612
Total Expenses	\$ 161,462,597	\$ 100,512,886	\$ 161,364,439	\$ 23,410,957	14.5%	\$ 137,953,482
Transfers In/Out						
MR&I	\$ 23,000	\$ 18,709	\$ 22,000	\$ 9,142	41.6%	\$ 12,858
O&M	\$ 698,418	\$ 718,555	\$ 1,119,472	\$ 186,258	16.6%	\$ 933,214
Irrigation	\$ -	\$ -	\$ -	\$ -	0%	\$ -
RRVWSP	\$ -	\$ (617,669)	\$ -	\$ -	0.0%	\$ -
Total Transfers Out	\$ 721,418	\$ 119,595	\$ 1,141,472	\$ 195,400	17.1%	\$ 946,072
Total Expenses & Transfers Out	\$ 162,184,015	\$ 100,632,481	\$ 162,505,911	\$ 23,606,357	14.5%	\$ 138,899,554

GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES STATEMENT March 31, 2025	
OPERATING RESERVE	
Operating Reserve authorized to be established in the amount of \$300,000.00 per resolution of the Board dated January 15, 1970. Limit changed to \$330,000 by Board action on January 6, 1995. Reserve cap removed by Board action July 2, 1997.	\$6,668,546.15
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.	574,146.00
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	\$8,908,285.13

Garrison Diversion Conservancy District Funds in Bank of North Dakota March 31, 2025				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	0.15%		\$ 417,510.05
General	Water Assistance Grant Outstanding	0.15%		\$ 141,119.00
	Total Checking Account Balance			\$ 558,629.05
General	Money Market Savings	0.60%		\$ 7,540,404.28
General	Water Assistance Grant Reserve	0.60%		\$ 776,042.00
General	GF Accrued Leave-Operating Reserve	0.60%		\$ 169,035.99
	Total Savings Account Balance			\$ 8,485,482.27
	Total Deposits			\$ 9,044,111.32

Funds in First International Bank & Trust March 31, 2025				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	CD 80124990-Operating Reserve	4.60%	04/14/25	\$ 589,000.00
General	CD 80124992-Deficiency Reserve	4.60%	04/14/25	\$ 374,146.00
General	CD 118848-O&M Emergency Res.	4.15%	08/29/25	\$ 750,000.00
General	CD 80127125	4.20%	10/05/25	\$ 1,250,000.00
General	CD 80127220 Project Dev Reserve	4.20%	10/21/25	\$ 313,538.98
General	CD 80120161	4.15%	01/19/26	\$ 1,000,000.00
General	CD 80120162	4.15%	01/19/26	\$ 1,000,000.00
General	CD 80123425	4.15%	01/22/26	\$ 2,500,000.00
General	CD 118850-Operating Reserve	4.00%	02/28/26	\$ 50,500.00
General	CD 80125340	4.00%	02/28/26	\$ 1,000,000.00
	Total Investments			\$ 8,827,184.98
General	Recreation Outstanding-Operating Reserve	3.00%		\$ 2,298,751.28
General	Money Market Funds	3.00%		\$ 117,607.93
General	Recreation Reserve-Operating Reserve	3.00%		\$ 852,491.08
	Total Money Market Account Balance			\$ 3,268,850.29
	Total Deposits			\$ 12,096,035.27
Pledging	Total Deposits			\$ 12,096,035.27
	Less:FDIC Coverage			\$ (250,000.00)
	Deposit Balance to Secure			\$ 11,846,035.27
	Total Pledging Required on all Deposits	X 110%		\$ 13,030,638.80
	Less: Pledging			\$ 15,630,115.22
	Pledging Excess			\$ 3,784,079.95

Garrison Diversion Conservancy District Gate City Bank Deposit and Pledging Summary March 31, 2025				
Account Type		Interest Rate	Maturity Date	Balance
Checking Accounts				
x4310	Irrigation Fund	0.00%		\$ 211,072.38
x1561	M R & I Working Fund	0.00%		\$ 5,722.62
x4336	Operations & Maint Ckg & Sweep	3.94%		\$ 644,753.70
x4328	Red River Valley Ckg & Sweep	3.94%		\$ 9,290,199.61
				<u><u>\$ 10,151,748.31</u></u>
Savings Accounts				
x1546	O&M - Accrued Leave Reserve	3.46%		\$ 185,351.63
x1553	Irrigation - Debt Service Reserve	3.46%		\$ 298,215.28
Total Savings Balance				<u><u>\$ 483,566.91</u></u>
Certificates of Deposit				
Total CD Balance				<u><u>\$ -</u></u>
Total Deposits				<u><u>\$ 10,635,315.22</u></u>
Pledging	Total Deposits			\$ 10,635,315.22
	Less:FDIC Coverage			(250,000.00)
	Deposit Balance to Secure			10,385,315.22
	Total Pledging Required on all Deposits		x 110%	11,423,846.74
	Less: Pledging			20,391,482.22
Pledging Excess				<u><u>\$ 8,967,635.48</u></u>

Garrison Diversion Conservancy District Funds in Bravera Bank & Pledging Summary March 31, 2025				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	3.00%		\$ 74,297.13
	Total Checking Account Balance			\$ 74,297.13
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%	11/27/25	\$ 1,000,000.00
x8616	Certificate of Deposit -Project Dvlpmnt	4.15%	12/13/25	\$ 248,691.81
	Total Investments			\$ 3,802,054.00
	Total Deposits			\$ 3,876,351.13
Pledging	Total Deposits			\$ 3,876,351.13
	Less:FDIC Coverage			(250,000.00)
	Deposit Balance to Secure			\$ 3,626,351.13
	Total Pledging Required on all Deposits		x 110%	\$ 3,988,986.24
	Less: Pledging			\$ 4,249,741.00
	Pledging Excess			\$ 260,754.76

GARRISON DIVERSION CONSERVANCY DISTRICT Tax Collections Statement For the Three Months Ending March 31, 2025						
County	2025 Tax Levy Budget	2025 Tax Collections	Balance of Tax Levy Budget	2025 State Aid Budget	2025 State Aid	Balance State Aid Budget
Barnes	\$84,390	\$80,100	4,290	\$5,884	\$1,712	\$4,172
Benson	33,641	32,667	974	4,054	1,183	2,871
Bottineau	59,297	60,757	(1,460)	4,913	1,434	3,479
Burleigh	580,121	568,928	11,193	34,212	9,974	24,238
Cass	1,102,010	1,106,936	(4,926)	68,319	20,046	48,273
Dickey	43,510	39,593	3,917	4,835	907	3,928
Eddy	15,286	14,387	899	2,653	770	1,883
Foster	27,995	26,511	1,484	8,027	2,328	5,699
Grand Forks	329,365	312,246	17,119	13,703	3,989	9,714
Griggs	21,152	20,751	401	2,658	776	1,882
LaMoure	40,156	40,126	30	4,866	1,422	3,444
McHenry	46,763	43,760	3,003	2,798	523	2,275
McKenzie	345,894	294,451	51,443	37,461	11,083	26,378
McLean	79,230	75,580	3,650	9,290	2,705	6,585
Nelson	26,350	24,729	1,621	2,577	753	1,824
Pierce	32,195	29,593	2,602	3,478	1,013	2,465
Ramsey	61,627	60,673	954	6,358	1,849	4,509
Ransom	38,961	37,658	1,303	-	-	-
Renville	24,462	23,262	1,200	3,093	912	2,181
Richland	105,845	101,860	3,985	-	-	-
Sargeant	36,590	36,343	247	3,955	1,132	2,823
Sheridan	14,951	13,895	1,056	4,668	1,356	3,312
Steele	30,063	27,769	2,294	2,225	650	1,575
Stutsman	132,127	121,035	11,092	9,579	2,782	6,797
Traill	60,478	58,113	2,365	4,435	1,293	3,142
Ward	326,372	304,248	22,124	22,899	6,626	16,273
Wells	40,740	40,920	(180)	4,734	1,156	3,578
Williams	397,833	356,143	41,690	10,922	3,036	7,886
Totals	\$ 4,137,404	\$3,953,034	\$ 184,370	\$ 282,596	\$ 81,410	\$201,186

GARRISON DIVERSION CONSERVANCY DISTRICT EXPENSE BUDGET ANALYSIS STATEMENT For the Three Months Ending March 31, 2025						
	Budget 1/1/24 to 12/31/24	Expenditures Chargeable to 2023 Budget	Budget 1/1/25 to 12/31/25	2025 Actual as of 3/31/2025	Balance of Budget as of 3/31/2025	Percentage of Budget Spent
GENERAL FUND						
Directors Expense						
Directors Per Diem	\$ 135,000	\$ 124,810	\$ 151,200	\$ 23,832	\$ 127,368	15.8%
Directors Expense	\$ 120,000	\$ 108,734	\$ 144,530	\$ 18,193	\$ 126,337	12.6%
Total Directors Expense	\$ 255,000	\$ 233,544	\$ 295,730	\$ 42,025	\$ 253,705	14.2%
Employee Expense						
Employee Salaries	\$ 972,000	\$ 820,846	\$ 1,000,000	\$ 213,403	\$ 786,597	21.3%
General Manager Exp	\$ 21,000	\$ 15,114	\$ 21,000	\$ 1,114	\$ 19,886	5.3%
Travel	\$ 61,000	\$ 13,190	\$ 62,000	\$ 5,289	\$ 56,711	8.5%
Admn Officer - Merri Mooridian	\$ 25,000	\$ 1,373	\$ 25,000	\$ 549	\$ 24,451	2.2%
Dist. Engr - Kip Kovar	\$ 10,000	\$ 3,362	\$ 10,000	\$ 2,513	\$ 7,487	25.1%
Engineer - Ryan Anderson	\$ 5,000	\$ 2,564	\$ 6,000	\$ 831	\$ 5,169	13.9%
Dir. Comm. - Kim Cook	\$ 6,000	\$ 1,910	\$ 6,000	\$ 546	\$ 5,454	9.1%
Emp Exp Other	\$ 15,000	\$ 3,981	\$ 15,000	\$ 850	\$ 14,150	5.7%
Professional Development	\$ 17,000	\$ 404	\$ 17,000	\$ 1,357	\$ 15,643	8.0%
Employee Training	\$ 15,000	\$ 404	\$ 15,000	\$ 1,357	\$ 13,643	9.0%
Wellness Program	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.0%
Benefits	\$ 451,000	\$ 375,161	\$ 507,000	\$ 96,077	\$ 410,923	19.0%
GDCD FICA	\$ 82,000	\$ 66,557	\$ 82,000	\$ 17,754	\$ 64,246	21.7%
Retirement	\$ 149,000	\$ 128,699	\$ 147,000	\$ 32,893	\$ 114,107	22.4%
Hospital & Life Insurance	\$ 191,000	\$ 159,373	\$ 227,000	\$ 40,321	\$ 186,679	17.8%
Unemployment Comp	\$ 5,000	\$ 248	\$ 5,000	\$ (128)	\$ 5,128	-2.6%
Dental / Vision Ins.	\$ 13,000	\$ 12,637	\$ 17,000	\$ 3,403	\$ 13,597	20.0%
Work Force Safety	\$ 1,000	\$ 499	\$ 1,000	\$ (5)	\$ 1,005	-0.5%
Long-Term Disability Ins	\$ 10,000	\$ 7,148	\$ 10,000	\$ 1,839	\$ 8,161	18.4%
Vacation/Sick Leave Liability	\$ -	\$ -	\$ 18,000	\$ -	\$ 18,000	0.0%
Total Employee Expense	\$ 1,522,000	\$ 1,224,715	\$ 1,607,000	\$ 317,240	\$ 1,289,760	19.7%
Administration						
Postage	\$ 5,500	\$ 4,822	\$ 4,400	\$ 1,198	\$ 3,202	27.2%
Communications	\$ 16,000	\$ 12,983	\$ 16,000	\$ 3,143	\$ 12,857	19.6%
Utilities	\$ 35,000	\$ 36,211	\$ 39,200	\$ 12,331	\$ 26,869	31.5%
Meetings & Events	\$ 9,500	\$ 9,284	\$ 29,400	\$ 1,805	\$ 27,595	6.1%
Subscriptions/Publications	\$ 10,000	\$ 9,511	\$ 6,500	\$ 3,710	\$ 2,790	57.1%
Miscellaneous	\$ 3,500	\$ 2,611	\$ 3,500	\$ 590	\$ 2,910	16.9%
Data Processing	\$ 74,500	\$ 77,044	\$ 60,300	\$ 19,443	\$ 40,857	32.2%
Employee Recruiting	\$ 1,725	\$ 1,721	\$ 5,000	\$ -	\$ 5,000	0.0%
Supplies	\$ 11,500	\$ 11,335	\$ 12,300	\$ 1,802	\$ 10,498	14.7%
Small Office Equipment	\$ 11,232	\$ 13,308	\$ 30,000	\$ 7,333	\$ 22,667	24.4%
Dues	\$ 14,000	\$ 13,073	\$ 14,000	\$ 6,492	\$ 7,508	46.4%
Insurance	\$ 26,000	\$ 24,751	\$ 18,000	\$ 12,396	\$ 5,604	68.9%
Annual Independent Audit	\$ 40,543	\$ 40,543	\$ 45,150	\$ -	\$ 45,150	0.0%
Total Administration	\$ 259,000	\$ 257,197	\$ 283,750	\$ 70,243	\$ 213,507	24.8%
Public Education						
GDCD Tours	\$ 10,000	\$ 3,150	\$ 10,000	\$ 891	\$ 9,109	8.9%
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	\$ 18,000	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	0.0%
Missouri River Joint Board	\$ 51,000	\$ 38,412	\$ 61,925	\$ -	\$ 61,925	0.0%
Upper Sheyenne	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000	0.0%
Conference Booth Fees, Sponsorships	\$ 20,000	\$ 9,748	\$ 20,000	\$ 269	\$ 19,731	1.3%
Miscellaneous	\$ 10,000	\$ 698	\$ 10,000	\$ -	\$ 10,000	0.0%
Total Public Education	\$ 193,000	\$ 106,008	\$ 205,925	\$ 35,160	\$ 170,765	17.1%

GARRISON DIVERSION CONSERVANCY DISTRICT EXPENSE BUDGET ANALYSIS STATEMENT For the Three Months Ending March 31, 2025						
	Budget 1/1/24 to 12/31/24	Expenditures Chargeable to 2023 Budget	Budget 1/1/25 to 12/31/25	2025 Actual as of 3/31/2025	Balance of Budget as of 3/31/2025	Percentage of Budget Spent
Professional Services						
Communications	\$ 140,000	\$ 115,037	\$ 140,000	\$ 578	\$ 139,422	0.4%
Engineering	\$ 125,000	\$ 24,864	\$ 125,000	\$ 1,479	\$ 123,521	1.2%
RRVWSP Development	\$ 313,000	\$ 29,460	\$ 273,000	\$ 33,469	\$ 239,531	12.3%
Technical Support for LAWA	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ 15,000	0.0%
Engineering	\$ 100,000	\$ 5,327	\$ 50,000	\$ 139	\$ 49,861	0.3%
Legal	\$ 122,000	\$ 27,285	\$ 132,000	\$ 31,588	\$ 100,412	23.9%
Financial	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	0.0%
Consultants	\$ 50,000	\$ (3,263)	\$ 50,000	\$ -	\$ 50,000	0.0%
Meeting, Misc. Exp	\$ 16,000	\$ 111	\$ 16,000	\$ 1,742	\$ 14,258	10.9%
Prof Services Other	\$ 45,000	\$ -	\$ 45,000	\$ 6,000	\$ 39,000	13.3%
Legal Services	\$ 158,000	\$ 165,435	\$ 200,000	\$ 49,212	\$ 150,788	24.6%
Total Professional Services	\$ 781,000	\$ 334,796	\$ 783,000	\$ 90,738	\$ 692,262	11.6%
Irrigation Development						
ND Irrigation Association	\$ 80,000	\$ 80,000	\$ 50,000	\$ -	\$ 50,000	0.0%
NDSU Oakes Irrigation Site	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Robert Titus Lease	\$ 17,000	\$ -	\$ -	\$ -	\$ -	0.0%
Irrigation Development	\$ 26,000	\$ 5,000	\$ 26,000	\$ -	\$ 26,000	0.0%
Total Irrigation Development	\$ 123,000	\$ 85,000	\$ 76,000	\$ -	\$ 76,000	0.0%
Recreation						
GDCD Recreation Grant Program	\$ 1,150,000	\$ 1,136,839	\$ 1,250,000	\$ 167,779	\$ 1,082,221	13.4%
DWRA Recreation Program	\$ 10,000	\$ 3,352	\$ 10,000	\$ 408	\$ 9,592	4.1%
Total Recreation	\$ 1,160,000	\$ 1,140,191	\$ 1,260,000	\$ 168,187	\$ 1,091,813	13.3%
Water Supply Grant Program	\$ 300,000	\$ 204,462	\$ 300,000	\$ 23,550	\$ 276,450	7.9%
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	\$ 27,000	\$ 25,353	\$ 27,000	\$ 2,933	\$ 24,067	10.9%
Small Yard Equipment Purchases	\$ 5,000	\$ -	\$ 10,000	\$ -	\$ 10,000	0.0%
Land & Bldg Maintenance	\$ 35,000	\$ 37,328	\$ 35,000	\$ 28,793	\$ 6,207	82.3%
Auto Expense	\$ 15,000	\$ 15,380	\$ 15,000	\$ 4,152	\$ 10,848	27.7%
Total Maintenance & Repair	\$ 82,000	\$ 78,061	\$ 87,000	\$ 35,878	\$ 51,122	41.2%
Capital Purchases						
Office Equip & Furniture	\$ 50,000	\$ -	\$ 137,000	\$ -	\$ 137,000	0.0%
Yard Equipment	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 20,000	0.0%
Vehicle	\$ 80,000	\$ 27,182	\$ 82,000	\$ -	\$ 82,000	0.0%
Land and Buildings	\$ 504,797	\$ 548,387	\$ 270,000	\$ -	\$ 270,000	0.0%
Total Capital Purchases	\$ 654,797	\$ 575,569	\$ 509,000	\$ -	\$ 509,000	0.0%
Total General Fund	\$ 5,331,797	\$ 4,239,543	\$ 5,409,405	\$ 783,021	\$ 4,626,384	14.5%

GARRISON DIVERSION CONSERVANCY DISTRICT EXPENSE BUDGET ANALYSIS STATEMENT For the Three Months Ending March 31, 2025						
	Budget 1/1/24 to 12/31/24	Expenditures Chargeable to 2023 Budget	Budget 1/1/25 to 12/31/25	2025 Actual as of 3/31/2025	Balance of Budget as of 3/31/2025	Percentage of Budget Spent
IRRIGATION FUND						
McClusky Canal Irrigation:	\$ 418,100	\$ 197,626	\$ 271,000	\$ 19,734	\$ 251,266	7.3%
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Operations	\$ 418,100	\$ 197,626	\$ 271,000	\$ 19,734	\$ 251,266	7.3%
Debt Payments	\$ 218,000	\$ 216,868	\$ 215,000	\$ 11,197	\$ 203,803	5.2%
Principal	\$ 187,000	\$ 185,712	\$ 192,000	\$ 10,738	\$ 181,262	5.6%
Interest	\$ 31,000	\$ 31,156	\$ 23,000	\$ 459	\$ 22,541	2.0%
Total Irrigation Fund	\$ 636,100	\$ 414,494	\$ 486,000	\$ 30,931	\$ 455,069	6.4%
GDU O & M						
Salaries and Benefits	\$ 2,538,600	\$ 2,382,782	\$ 2,468,278	\$ 621,111	\$ 1,847,167	25.2%
Salaries	\$ 1,688,200	\$ 1,563,318	\$ 1,598,362	\$ 406,860	\$ 1,191,502	25.5%
Benefits	\$ 850,400	\$ 819,464	\$ 869,916	\$ 214,251	\$ 655,665	24.6%
Travel	\$ 20,000	\$ 18,060	\$ 12,006	\$ 1,195	\$ 10,811	10.0%
Training	\$ 2,700	\$ -	\$ 1,100	\$ -	\$ 1,100	0.0%
Utilities	\$ 82,900	\$ 81,166	\$ 76,300	\$ 23,151	\$ 53,149	30.3%
Contractual Services	\$ 171,600	\$ 113,481	\$ 599,011	\$ -	\$ 599,011	0.0%
Supplies	\$ 374,000	\$ 366,666	\$ 351,033	\$ 49,486	\$ 301,547	14.1%
Capital Purchases	\$ 1,001,000	\$ 937,313	\$ 421,000	\$ 29,584	\$ 391,416	7.0%
Small Equipment Purchases	\$ 15,000	\$ -	\$ -	\$ -	\$ -	0.0%
Equipment Rental	\$ 7,000	\$ -	\$ 4,000	\$ -	\$ 4,000	0.0%
Equipment Maintenance	\$ 450,000	\$ 257,472	\$ 453,441	\$ 56,886	\$ 396,555	12.5%
Safety	\$ 53,000	\$ 31,507	\$ 43,055	\$ 18,323	\$ 24,732	42.6%
Miscellaneous	\$ 21,900	\$ 18,836	\$ 49,828	\$ 6,037	\$ 43,791	12.1%
Materials	\$ 12,000	\$ 7,070	\$ 237,000	\$ 2,040	\$ 234,960	0.9%
Total GDU O & M	\$ 4,749,700	\$ 4,214,353	\$ 4,716,052	\$ 807,813	\$ 3,908,239	17.1%
MR&I Fund						
Salaries & Benefits	\$ 82,000	\$ 77,594	\$ 90,000	\$ 19,391	\$ 70,609	21.5%
State Administration	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
MR&I Project Expenditures	\$ 30,000,000	\$ 10,519,994	\$ 30,000,000	\$ 5,306,626	\$ 24,693,374	17.7%
Total MR&I Fund	\$ 30,082,000	\$ 10,597,588	\$ 30,090,000	\$ 5,326,017	\$ 24,763,983	17.7%
RRV Water Supply Project						
Right of Way	\$ 1,250,000	\$ 1,156,369	\$ 1,250,000	\$ 344,523	\$ 905,477	27.6%
Design/Construction in Progress	\$ 117,500,000	\$ 78,521,052	\$ 117,500,000	\$ 15,945,421	\$ 101,554,579	13.6%
Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Professional Services	\$ 1,250,000	\$ 706,478	\$ 1,250,000	\$ 173,231	\$ 1,076,769	13.9%
Financing/Legal/Administration	\$ 1,000,000	\$ 546,214	\$ 1,000,000	\$ 82,237	\$ 917,763	8.2%
Other Engineering	\$ 250,000	\$ 160,264	\$ 250,000	\$ 90,994	\$ 159,006	36.4%
Debt Payments	\$ 663,000	\$ 662,982	\$ 662,982	\$ -	\$ 662,982	0.0%
Principal	\$ 423,053	\$ 423,053	\$ 315,911	\$ -	\$ 315,911	0.0%
Interest	\$ 239,947	\$ 239,929	\$ 347,071	\$ -	\$ 347,071	0.0%
Total RRVWSP	\$ 120,663,000	\$ 81,046,881	\$ 120,662,982	\$ 16,463,175	\$ 104,199,807	13.6%
TOTAL ALL FUNDS	\$ 161,462,597	\$ 100,512,859	\$ 161,364,439	\$ 23,410,957	\$ 137,953,482	14.5%

**GARRISON DIVERSION CONSERVANCY DISTRICT
GD CD RECREATION GRANT PROGRAM
OUTSTANDING PROJECTS
July 1, 1990 to March 31, 2025**

COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2025	EXPENDITURES 04-23-15 to 12-31-2024	EXPENDITURES 1-1-25 to 03-31-25	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 03-31-25
Barnes	Valley City Park Playground	03-20-24	\$ 50,000.00			\$ 50,000.00		\$ -
Barnes	Sheyenne River Water Trail	03-25-25		\$ 34,700.00				\$ 34,700.00
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	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
Bottineau	Carbury Dam Rec Area Vault Toilet	03-25-25		\$ 5,571.00				\$ 5,571.00
Bottineau	Snow System @ Winter Park Phase II	03-25-25		\$ 50,000.00				\$ 50,000.00
Bottineau	Park Benches -Souris	03-25-25		\$ 1,195.00				\$ 1,195.00
Burleigh	American Legion Splash Pad	09-28-22	\$ 30,000.00		\$ 22,416.75			\$ 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
Burleigh	General Sibley Park 2-5 Playground	03-25-25		\$ 16,000.00				\$ 16,000.00
Burleigh	McDowell Dam Shelter/Playground/Path	03-25-25		\$ 28,699.00				\$ 28,699.00
Cass	Brewer Lake Water Hook-ups	03-30-22	\$ 638.00					\$ 638.00
Cass	West Fargo Park District Playground Imp	09-28-22	\$ 16,145.00					\$ 16,145.00
Cass	Harwood-Splash Pad	03-30-23	\$ 27,204.00		\$ 5,444.70			\$ 21,759.30
Cass	North Elmwood Park Restoration	03-30-23	\$ 24,323.00					\$ 24,323.00
Cass	Tower City Pickle Courts	03-30-23	\$ 4,700.00		\$ 4,666.75			\$ 33.25
Cass	Cassellton-Governor's Share Use Path	09-20-23	\$ 75,000.00					\$ 75,000.00
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
Cass	Ashmoor Glen Park -Mapleton	03-25-25		\$ 50,000.00				\$ 50,000.00
Cass	Reile's Park Revitalization	03-25-25		\$ 50,000.00				\$ 50,000.00
Cass	SW Regional Pond Recreation Area-Fargo	03-25-25		\$ 50,000.00				\$ 50,000.00
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			\$ 20,785.60	\$ (5,339.40)	\$ -
Dickey	Dickey County Community Rec Facility	03-20-24	\$ 34,996.00					\$ 34,996.00
Dickey	Wilson Dam Picnic Table	03-25-25		\$ 460.00				\$ 460.00
Eddy	Fairgrounds Shower House	03-25-25		\$ 25,000.00				\$ 25,000.00
Eddy	Jim Johnson Park Bathroom Renovation	03-25-25		\$ 2,473.00				\$ 2,473.00
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	\$ 10,384.83		\$ 12,311.17
Grand Forks	Manvel Community Park Improvement	09-28-22	\$ 12,699.00			\$ 10,000.00		\$ 2,699.00
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
Grand Forks	Elks Park Playground-Grand Forks	03-25-25		\$ 39,560.00				\$ 39,560.00
Griggs	Binford Park Playground Update	03-30-22	\$ 2,950.00		\$ 1,249.50			\$ 1,700.50
Griggs	Binford Rodeo Assoc. Community Center	09-28-22	\$ 75,000.00		\$ 56,870.02			\$ 18,129.98
LaMoure	Marion ADA Bathroom	03-20-24	\$ 9,068.00					\$ 9,068.00
LaMoure	Twin Lakes Vault Toilet	03-20-24	\$ 3,500.00					\$ 3,500.00
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 Swings 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	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	Lake Brekken Picnic Tables	03-20-24	\$ 2,356.00					\$ 2,356.00
McLean	Community Center Building -Mercer	03-25-25		\$ 50,000.00				\$ 50,000.00
Pierce	Rugby-Jaycee's Splashpad	03-30-23	\$ 40,202.00		\$ 30,653.33			\$ 9,548.67
Ramsey	Merle Baisch Memorial Wheelchair Ramp-DL	03-25-25		\$ 43,977.00				\$ 43,977.00
Ramsey	County Fair Multip-purpose Bldg-NR	03-25-25		\$ 50,000.00				\$ 50,000.00
Ransom	Sheldon Pickle Ball/BB Courts	03-30-22	\$ 5,262.00					\$ 5,262.00
Ransom	Sandager Park Playground/Shelter/Campgrd	03-25-25		\$ 25,688.00				\$ 25,688.00
Renville	Mohall Adult Recreation Complex	03-20-24	\$ 37,500.00					\$ 37,500.00
Richland	City Park Improvement-Abercrombie	04-29-21	\$ 34,682.00		\$ 18,590.75	\$ 15,884.52	\$ (206.73)	\$ (0.00)
Richland	Manatador Park Softball Dugouts	03-30-22	\$ 2,000.00					\$ 2,000.00
Richland	Wyndmere Park Board	03-30-22	\$ 10,728.00					\$ 10,728.00
Richland	Fairmount-Park Playground Equipment	03-30-23	\$ 9,750.00		\$ 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
Sargent	Silver Lake Southside Bathhouse	03-25-25		\$ 19,097.00				\$ 19,097.00
Steele	City Park Development-Colgate	04-29-21	\$ 6,250.00					\$ 6,250.00
Steele	Finley-Park Playground Equipment	03-30-23	\$ 13,750.00					\$ 13,750.00
Steele	Golden Lake Pickleball Court Phase I & II	09-16-24	\$ 30,361.00					\$ 30,361.00
Steele	Hope Clubhouse/Meeting Area	09-16-24	\$ 50,000.00		\$ 35,086.63	\$ 14,913.37		\$ 0.00
Stutsman	Jamestown Reservoir Vault Toilet	09-28-22	\$ 6,204.00					\$ 6,204.00

**GARRISON DIVERSION CONSERVANCY DISTRICT
GD CD RECREATION GRANT PROGRAM
OUTSTANDING PROJECTS
July 1, 1990 to March 31, 2025**

COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2025	EXPENDITURES 04-23-15 to 12-31-2024	EXPENDITURES 1-1-25 to 03-31-25	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 03-31-25
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	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	Medina Youth Baseball Fence	09-16-24	\$ 5,750.00			\$ 2,555.00		\$ 3,195.00
Stutsman	Jack Brown Stadium Lighting	03-25-25		\$ 6,209.00				\$ 6,209.00
Stutsman	Water Hookups at City Park -Medina	03-25-25		\$ 4,000.00				\$ 4,000.00
Trail	Galesburg Playground	03-30-22	\$ 22,595.00		\$ 21,880.00			\$ 715.00
Trail	Mayville-Basketball Courts	09-20-23	\$ 2,000.00					\$ 2,000.00
Trail	Mayville-Cometville Park Landscape	09-20-23	\$ 21,887.00			\$ 11,383.00	\$ (10,504.00)	\$ -
Trail	Mayville-Funbrella Shade	09-20-23	\$ 6,689.00			\$ 5,318.00	\$ (1,371.00)	\$ -
Trail	Park Gazebo	03-20-24	\$ 15,923.00			\$ 15,923.00		\$ -
Trail	Skate Park -Mayville	03-25-25		\$ 20,265.00				\$ 20,265.00
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	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
Ward	Splash Pad -Kenmare	03-25-25		\$ 50,000.00				\$ 50,000.00
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	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			\$ 2,198,288.00	\$ 622,894.00	\$ 337,230.27	\$ 167,779.32	\$ (17,421.13)	\$ 2,298,751.28

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget of Revenues and Expenditures
Rv3

	General Fund	Operations & Maintenance Fund	Municipal, Rural, and Industrial Fund	Red River Valley Water Supply Project	Irrigation Fund	Total
REVENUES:						
Irrigation Admin	\$ 975					\$ 975
Project Income						\$ -
Lease Income						\$ -
Miscellaneous Income	\$ -					\$ -
Interest Income	\$ 462,000		\$ 60		\$ 2,700	\$ 464,760
Tax Levy/State Aid	\$ 4,420,000					\$ 4,420,000
O&M Non-project Income		\$ 186,978				\$ 186,978
Contract Revenue	\$ 73,500	\$ 5,648,546	\$ 30,111,940	\$ 120,662,983	\$ 483,300	\$ 156,980,268
Total Revenues	\$ 4,956,475	\$ 5,835,524	\$ 30,112,000	\$ 120,662,983	\$ 486,000	\$ 162,052,981
EXPENDITURES:						
Directors Expense	\$295,730					\$ 295,730
Employee Expenses	\$1,722,110	\$ 2,524,439	\$ 90,000			\$ 4,336,549
Administrative Expenses	\$289,300	\$ 126,128	\$ -			\$ 415,428
Public Education	\$ 205,925					\$ 205,925
Professional Services	\$ 783,000	\$ 599,011		\$ 1,250,000		\$ 2,632,011
Irrigation Development	\$76,000					\$ 76,000
Recreation Matching	\$1,260,000					\$ 1,260,000
Water Assistance Grant	\$ 300,000					\$ 300,000
Irrigation Districts Expenses	\$ 2,000					\$ 2,000
Maintenance & Repairs	\$92,000	\$ 1,045,474			\$ 271,000	\$ 1,408,474
Capital Purchases	\$ 569,000	\$ 421,000		\$ 118,750,000	\$ -	\$ 119,740,000
MR&I Project Expenditures			\$ 30,000,000			\$ 30,000,000
Debt Service Payments				\$ 315,911	\$ 192,000	\$ 507,911
Interest on Debt Service				\$ 347,071	\$ 23,000	\$ 370,071
Total Expenditures	\$ 5,595,065	\$ 4,716,052	\$ 30,090,000	\$ 120,662,983	\$ 486,000	\$ 161,550,099
Revenues Over (Under) Expenditures*	\$ (638,590)	\$ 1,119,472	\$ 22,000	\$ -	\$ -	\$ 502,882
Transfers In (Out)	\$ 1,141,472	\$ (1,119,472)	\$ (22,000)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 502,882	\$ (0)	\$ -	\$ -	\$ -	\$ 502,882

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget Revision
Rv3

	Budget 2025	Revision	Revised Budget
<u>Directors Expense</u>			
Directors Per Diem	\$ 151,200		\$ 151,200
Directors Exp	\$ 144,530		\$ 144,530
Total Directors Expense	\$ 295,730	\$ -	\$ 295,730
<u>Employee Expense</u>			
Employee Salaries	\$ 1,000,000	\$ 71,500	\$ 1,071,500
General Managers Expense	\$ 21,000		\$ 21,000
Travel	\$ 62,000	\$ 10,000	\$ 72,000
Administrative Officer	\$ 25,000		\$ 25,000
District Engineer	\$ 10,000		\$ 10,000
Engineer	\$ 6,000		\$ 6,000
Communications Director	\$ 6,000		\$ 6,000
Emp Exp Other	\$ 15,000	\$ 10,000	\$ 25,000
Professional Development	\$ 17,000	\$ -	\$ 17,000
Employee Training	\$ 15,000		\$ 15,000
Wellness Program	\$ 2,000		\$ 2,000
Benefits	\$ 507,000	\$ 33,610	\$ 540,610
GD CD FICA	\$ 82,000	\$ 5,535	\$ 87,535
Retirement	\$ 147,000	\$ 10,500	\$ 157,500
Hospital & Life Insurance	\$ 227,000	\$ 15,000	\$ 242,000
Unemployment Comp	\$ 5,000	\$ 275	\$ 5,275
Vision / Dental	\$ 17,000	\$ 1,425	\$ 18,425
Workforce Safety Insurance	\$ 1,000	\$ 175	\$ 1,175
Long Term Disability Ins	\$ 10,000	\$ 700	\$ 10,700
Vacation/Sick Leave Liability	\$ 18,000		\$ 18,000
Total Employee Expense	\$ 1,607,000	\$ 115,110	\$ 1,722,110
<u>Administration</u>			
Postage	\$ 4,400		\$ 4,400
Communications	\$ 16,000	\$ 600	\$ 16,600
Utilities	\$ 39,200		\$ 39,200
Meetings & Events	\$ 29,400		\$ 29,400
Subscriptions	\$ 6,500		\$ 6,500
Miscellaneous	\$ 3,500		\$ 3,500
Data Processing	\$ 60,300	\$ 1,250	\$ 61,550
Employee Recruiting	\$ 5,000		\$ 5,000
Supplies	\$ 12,300		\$ 12,300
Small Office Equipment	\$ 30,000	\$ 2,500	\$ 32,500
Dues	\$ 14,000		\$ 14,000
Insurance	\$ 18,000	\$ 1,200	\$ 19,200
Annual Independent Audit	\$ 45,150		\$ 45,150
Total Administration	\$ 283,750	\$ 5,550	\$ 289,300
<u>Public Education</u>			
GD CD Tours	\$ 10,000		\$ 10,000
ND Water Users	\$ 20,000		\$ 20,000
ND Water Coalition	\$ 14,000		\$ 14,000
ND Water Magazine	\$ 20,000		\$ 20,000
Missouri River Joint Board	\$ 61,925		\$ 61,925
Upper Sheyenne	\$ 50,000		\$ 50,000
Conferences/Sponsorships	\$ 20,000		\$ 20,000
Miscellaneous	\$ 10,000		\$ 10,000
Total Public Education	\$ 205,925	\$ -	\$ 205,925

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget Revision
Rv3

	Budget 2025	Revision	Revised Budget
<u>Professional Services</u>			
Communications	\$ 140,000		\$ 140,000
Engineering	\$ 125,000		\$ 125,000
RRVWSP Development	\$ 273,000	\$ -	\$ 273,000
Technical Support for LAWA	\$ 15,000		\$ 15,000
Engineering	\$ 50,000		\$ 50,000
Legal	\$ 132,000		\$ 132,000
Financial	\$ 10,000		\$ 10,000
Consultants	\$ 50,000		\$ 50,000
Meeting, Misc. Exp	\$ 16,000		\$ 16,000
Prof Services Other	\$ 45,000		\$ 45,000
Legal Services	\$ 200,000		\$ 200,000
Total Professional Services	\$ 783,000	\$ -	\$ 783,000
<u>Irrigation Development</u>			
ND Irrigation Association	\$ 50,000		\$ 50,000
NDSU Oakes Irrigation Site			\$ -
Bob Titus Lease	\$ -		\$ -
Irrigation Development	\$ 26,000		\$ 26,000
Total Irrigation Development	\$ 76,000	\$ -	\$ 76,000
<u>Recreation</u>			
Recreation Matching	\$ 1,250,000		\$ 1,250,000
DWRA Recreation Program	\$ 10,000		\$ 10,000
Total Recreation	\$ 1,260,000	\$ -	\$ 1,260,000
<u>Water Assistance</u>			
Water Assistance Grant	\$ 300,000	\$ -	\$ 300,000
<u>Irrigation District Expense</u>			
Irrigation District Expenses	\$ 2,000	\$ -	\$ 2,000
<u>Maintenance & Repair</u>			
Equipment Maintenance	\$ 27,000		\$ 27,000
Small Yard Equipment Purchases	\$ 10,000		\$ 10,000
Land & Bldg Maintenance	\$ 35,000		\$ 35,000
Auto Expense	\$ 15,000	\$ 5,000	\$ 20,000
Total Maintenance & Repair	\$ 87,000	\$ 5,000	\$ 92,000
<u>Capital Purchases</u>			
Office Equip & Furniture	\$ 137,000		\$ 137,000
Yard Equipment	\$ 20,000		\$ 20,000
Vehicle	\$ 82,000	\$ 60,000	\$ 142,000
Land & Buildings	\$ 270,000		\$ 270,000
Total Capital Purchases	\$ 509,000	\$ 60,000	\$ 569,000
General Fund Subtotal	\$ 5,409,405	\$ 185,660	\$ 5,595,065

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget Revision
Rv3

	Budget 2025	Revision	Revised Budget
<u>Irrigation Fund</u>			
McClusky Canal Irrigation	\$ 271,000	\$ -	\$ 271,000
Construction	\$ -		\$ -
Operations	\$ 271,000		\$ 271,000
Debt Payments	\$ 215,000	\$ -	\$ 215,000
Principal	\$ 192,000		\$ 192,000
Interest	\$ 23,000		\$ 23,000
Total Irrigation Fund	\$ 486,000	\$ -	\$ 486,000
<u>GDU O & M</u>			
Salaries & Benefits	\$ 2,468,278	\$ -	\$ 2,468,278
Salaries	\$ 1,598,362		\$ 1,598,362
Benefits	\$ 869,916		\$ 869,916
Travel	\$ 12,006		\$ 12,006
Training	\$ 1,100		\$ 1,100
Utilities	\$ 76,300		\$ 76,300
Contracted Services (Eng / Survey)	\$ 599,011		\$ 599,011
Supplies	\$ 351,033		\$ 351,033
Equipment Purchases	\$ 421,000		\$ 421,000
Small Equipment Purchases	\$ -		\$ -
Equipment Rental	\$ 4,000		\$ 4,000
Equipment Maintenance	\$ 453,441		\$ 453,441
Safety	\$ 43,055		\$ 43,055
Miscellaneous	\$ 49,828		\$ 49,828
Materials	\$ 237,000		\$ 237,000
Total GDU O & M	\$ 4,716,052	\$ -	\$ 4,716,052
<u>MR&I Fund</u>			
Salaries & Benefits	\$ 90,000		\$ 90,000
State Administration	\$ -		\$ -
MR&I Project Expenditures	\$ 30,000,000		\$ 30,000,000
Total MR&I Fund	\$ 30,090,000	\$ -	\$ 30,090,000
<u>RRV Water Supply Project</u>			
Right of Way	\$ 1,250,000		\$ 1,250,000
Design/Construction in Progress	\$ 117,500,000		\$ 117,500,000
Professional Services	\$ 1,250,000	\$ -	\$ 1,250,000
Financing/Legal/Administration	\$ 1,000,000		\$ 1,000,000
Other Engineering	\$ 250,000		\$ 250,000
Debt Payments	\$ 662,983	\$ -	\$ 662,983
Principal	\$ 315,911		\$ 315,911
Interest	\$ 347,071		\$ 347,071
Total RRVWSP	\$ 120,662,983	\$ -	\$ 120,662,983
TOTAL ALL FUNDS	\$ 161,364,439	\$ 185,660	\$ 161,550,099

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

Garrison Diversion ~~139~~ Conservancy District
Recreation Committee Meeting
March 25, 2025
Approved Projects

County	Sponsor	Project Place/Name	Approved
Barnes	Barnes & Ransom County	Sheyenne River Water Trail	\$ 34,700
Bottineau	Bottineau County	Carbury Dam Rec Area Vault Toilet	\$ 5,571
Bottineau	Bottineau County	Snow System @ Winter Park Phase II	\$ 50,000
Bottineau	City of Souris	Park Benches	\$ 1,195
Burleigh	Bismarck Parks & Recreation	General Sibley Park 2-5 Playground	\$ 16,000
Burleigh	Burleigh County Water Resource District	McDowell Dam Shelter/Playground/Path	\$ 28,699
Cass	Mapleton Park Board	Ashmoor Glen Park	\$ 50,000
Cass	City of Reile's Acres	Reile's Park Revitalization	\$ 50,000
Cass	Fargo Park District	SW Regional Pond Recreation Area	\$ 50,000
Dickey	Dickey County Park Board	Wilson Dam Picnic Table	\$ 460
Eddy	Eddy County	Fairgrounds Shower House	\$ 25,000
Eddy	New Rockford Park District	Jim Johnson Park Bathroom Renovation	\$ 2,473
Grand Forks	Grand Forks Park District	Elks Park Playground	\$ 39,560
McLean	City of Mercer	Community Center Building	\$ 50,000
Ramsey	Devils Lake Park District	Merle Baisch Memorial Wheelchair Ramp	\$ 43,977
Ramsey	Ramsey County Fair Board	Retractable Bleachers - Multi-purpose Bldg	\$ 50,000
Ransom	Lisbon Park District	Sandager Park Playground/Shelter/Campgrn	\$ 25,688
Sargent	Sargent County Park Board	Silver Lake Southside Bathhouse	\$ 19,097
Stutsman	Jamestown Parks & Recreation	Jack Brown Stadium Lighting	\$ 6,209
Stutsman	Medina City Park	Water Hookups at city park	\$ 4,000
Traill	Mayville Park District	Skate Park	\$ 20,265
Ward	Kenmare Park District	Splash Pad	\$ 50,000
		TOTAL	\$ 622,894

GARRISON DIVERSION CONSERVANCY DISTRICT WATER ASSISTANCE GRANT PROGRAM OUTSTANDING PROJECTS June 1, 2021 to March 31, 2025								
COUNTY	Sponsor	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2025	EXPENDITURES 1-1-21 to 12-31-2024	EXPENDITURES 1-1-25 to 3-31-25	BALANCE REMAINING 3-31-25
Bottineau	ASWUD	Hagen, Olen	09-16-24	\$ 10,000.00				\$ 10,000.00
Bottineau	ASWUD	Mullins, James	09-16-24	\$ 10,000.00				\$ 10,000.00
Cass	CRWD	Pfeifer, Alex	05-10-23	\$ 10,000.00				\$ 10,000.00
Cass	CRWD	Claus, Dylan	08-24-23	\$ 9,025.00				\$ 9,025.00
Cass	CRWD	Korthof, Jack	08-24-23	\$ 8,413.00				\$ 8,413.00
Eddy	GRWD	Snyder,Dale	05-10-23	\$ 7,150.00				\$ 7,150.00
Eddy	GRWD	Topp, Ryan	05-10-23	\$ 10,000.00				\$ 10,000.00
Eddy	CPWD	Harrington, Julie	05-14-24	\$ 10,000.00				\$ 10,000.00
Grand Forks	ECRWD	Sobolik, Ben	08-19-24	\$ 9,500.00				\$ 9,500.00
McKenzie	MCWRD	Brotherton, Kris	05-14-24	\$ 2,484.00				\$ 2,484.00
Ramsey	GRWD	Newgard, Brent	05-10-23	\$ 10,000.00				\$ 10,000.00
Ransom	SWUD	Braaten, Marshall	09-16-24	\$ 1,875.00				\$ 1,875.00
Ransom	SWUD	Johnsons, Alice	09-16-24	\$ 3,662.00				\$ 3,662.00
Ransom	SWUD	Kennedy, Tim	09-16-24	\$ 1,875.00				\$ 1,875.00
Ransom	SWUD	McLeod Museam	09-16-24	\$ 5,350.00				\$ 5,350.00
Ransom	SWUD	Morris, Scott	09-16-24	\$ 3,300.00				\$ 3,300.00
Ransom	SWUD	Olerud, Jerome	09-16-24	\$ 2,903.00				\$ 2,903.00
Ransom	SWUD	Ptacek, Paul	09-16-24	\$ 4,420.00				\$ 4,420.00
Ransom	SWUD	Sanvig, Dean	09-16-24	\$ 2,912.00				\$ 2,912.00
Sargent	SWUD	Lyon, Aaron & Abigail	09-16-24	\$ 4,700.00			\$ 4,700.00	\$ -
Steele	ECRWD	Klabo, Jerod	08-19-24	\$ 10,000.00				\$ 10,000.00
Stutsman	SRWD	Browning, Zac	10-19-23	\$ 8,250.00				\$ 8,250.00
Stutsman	SRWD	Busch, Benjamin	05-14-24	\$ 10,000.00			\$ 10,000.00	\$ -
Stutsman	SRWD	Skjeret, Ryan	08-19-24	\$ 7,350.00			\$ 7,350.00	\$ -
Ward	NPRWD	Hendrickson, Joann & Duwayne	08-15-22	\$ 2,197.00			\$ 1,500.00	\$ 697.00
TOTALS				\$ 165,366.00	\$ -	\$ -	\$ 23,550.00	\$ 141,119.00

GARRISON DIVERSION CONSERVANCY DISTRICT					
MR&I Project Construction Report					
March 31, 2025					
Current Funding					
Project	Federal MR&I Funding	Prior MR&I Fund Expenditures	2025 MR&I Fund Expenditures	Total Expenditures	Federal MR&I Funding Remaining
ENDAWS	\$ 6,870,000.00	\$ 1,137,139.07	\$ 61,123.39	\$ 1,198,262.46	5,671,737.54
NAWS-Biota Treatment Plant	\$ 66,574,495.85	\$ 58,680,301.92	\$ 1,267,963.43	\$ 59,948,265.35	6,626,230.50
NAWS-Westhope to Souris River (2-4B)	\$ 4,660,000.00	\$ 3,210,130.47		\$ 3,210,130.47	1,449,869.53
Totals	\$ 78,104,495.85	\$ 63,027,571.46	\$ 1,329,086.82	\$ 64,356,658.28	\$ 13,747,837.57

GARRISON DIVERSION CONSERVANCY DISTRICT
MR&I BIL Agreement Project Construction Report
March 31, 2025

Current Funding

Project	Federal MR&I Funding	Prior MR&I Fund Expenditures	2025 MR&I Fund Expenditures	Total Expenditures	Federal MR&I Funding Remaining
NAWS Biota WTP & Pump Station Ph 2 (7-2B/4-1B)	\$ 28,645,000.00	\$ -	\$ -	\$ -	28,645,000.00
Bottineau Reservoir & Pump Station 4-4B/5-4B	\$ 7,400,000.00	\$ 4,009,614.61	\$ 2,398,100.54	\$ 6,407,715.15	992,284.85
Snake Creek Discharge Pipeline (2-1E)	\$ 4,500,000.00	\$ 1,322,343.30	\$ 1,579,439.01	\$ 2,901,782.31	1,598,217.69
Totals	\$ 40,545,000.00	\$ 5,331,957.91	\$ 3,977,539.55	\$ 9,309,497.46	\$ 31,235,502.54

April 18, 2025 – No. 15

NORTH DAKOTA

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

Legislative Report

Bill Creating Annual Legislative Session Defeated

On Monday, the North Dakota Senate defeated [HB 1408](#), which would have required the Legislature to convene yearly rather than every two years. The 80-day biennium limit set in the North Dakota Constitution would have remained unchanged. HB 1408 previously passed the House in a 64-26 vote but failed in the Senate 30-17.

Currently, there are no restrictions on the legislature meeting annually, but the legislature has consistently used the 80 days to meet for one session every two years.

Supporters of the bill said annual sessions would allow the state legislature to better address political changes that impact North Dakota and mitigate some of the impacts of legislative term limits. Those in opposition said the bill moves the legislature closer to a professional legislature and away from a citizen legislature, a point of pride for many in the state.

With the exception of the 2017, 2011 and 2005 sessions, at least one bill or resolution on the topic of annual sessions has been introduced each session since 1979.

The Countdown to the End of the Session

Today marks Day 65 of the legislative session. Legislative leaders have stated their goal is to wrap up the session on April 30, saving seven days of the allotted 80 days. This would allow the legislature to meet in the interim and use the remaining days to address potential issues including impacts to agency budgets due to federal funding cuts or unforeseen issues with the property tax relief and reform the legislature is developing. The Governor can also request legislators to meet to address these matters, which would not impact the allotted 80 days.

Water Funding

HB 1020 DWR/SWC Funding

Support

HB 1020 is the appropriations bill for the Department of Water Resources (DWR) and State Water Commission (SWC). The Legislature adopted new revenue projections this week. Due to a number of factors, including aging oil wells, the Legislature anticipates a reduction in the Resources Trust Fund of approximately \$90 M compared to the House version of HB 1020. **Many water interests worked to develop [a handout](#) which provides information on the importance of water funding and information on how projects use state provided funding. Please feel free to use this in your conversations with legislators.**

The Senate version of HB 1020 authorizes \$150 million line of credit (rather than \$200 million in the House version) and includes no bonding (the House version included \$100 million in

bonding for the Southwest Pipeline Project). Of the \$150 million line of credit, \$50 million is earmarked for the Southwest Pipeline Project's water treatment plant.

The Senate version also included language to expand the responsibilities of the Water Topics Overview Committee. This committee has traditionally only met during the interim. The proposal would direct them to review new projects that would request \$10 M or more from the State Water Commission. If projects came up during the legislative session, the language would allow the committee to meet during the legislative session. There is likely to be some discussion in conference committee about whether \$10 M is the appropriate threshold. Sen. Sorvaag indicated he wanted to catch all "big" projects but not all small projects.

An overview of the proposed buckets is below:

Bucket	HB 1020 as passed by the House	HB 1020 as passed by the Senate
Large Regional Projects		
--Red River Valley Water Supply	--\$260M	--\$150M
--Western Area Water Supply	--\$46.5M	--\$35M
--NAWS	--\$12.6M	--\$12.6M
--SWPP	--\$131.7M	--\$101M
Flood Control		
--Valley City	--\$16M	--\$13M
--Mouse River	--\$125M	--\$65M
--Devils Lake Outlet	--\$1.7M	-- \$1M
--South Bismarck	--\$20M	--\$0
--Other Flood Control	--\$7.5M	--\$7.5M
Water Supply		
--Rural	---\$80M	--\$55M
--Municipal	--\$25M	--\$35M
General Water		
--conveyance	--\$15M	--\$15M
--other	--\$8M	--\$4.75M
--Parks and Rec	--\$2.5M	--\$0
Discretionary	\$10M	\$8M

The Senate passed HB 1020, as amended, 45-0 on April 15. The House did not concur in the Senate amendments and appointed Reps. Swiontek, Nathe, and Louser to a conference committee. The Senate conferees are Sen. Sorvaag, Bekkedahl, and Thomas. The conference committee met for the first time on Friday, April 18. The Senate explained their amendments to the bill. There will be more conference committee meetings next week.

Conference Committee met April 18

HB 1017 Game and Fish Department

Support

HB 1017 is the appropriations bill for the Game and Fish Department, including funding for aquatic nuisance species (ANS) prevention. This bill had a hearing on January 16 where the ND Water Users supported ANS prevention funding. The Governor's recommendation includes almost \$3 million in funding for ANS prevention. The Senate began its work on this budget on March 6. The division added in some funding for temporary employees and gave the bill a "do pass" recommendation. It passed the Senate 45-1 on April 2.

House concurred in Senate amendments and passed the bill, 77-14, April 15

Water Resource Districts

HB 1218 Economic Analysis for Conveyance Projects

Support

HB 1218 is a bill that deal with the State Water Commission's economic analysis (EA) tool for conveyance projects. Different versions of the bill passed each chamber so a conference committee was appointed. The conference committee met several times this week and agreed to the Senate version of the bill (requires a two year moratorium on the EA for assessment projects and a study of the EA tool) with two additions. The bill now removes the State Water Commission's discretion to lower the threshold from \$1 million for assessment projects. The bill also changes the study of the EA from an agency study to a legislative study, likely conducted by the interim Water Topics Committee.

Do pass on the conference report, Conference Committee, 6-0, April 17

HB 1280 Voting Rights for Nonpaying Landowners

Monitor

HB 1280 would prohibit a landowner who has failed to pay an assessment from voting on a potential assessment project.

Passed the Senate, 42-4, April 11

SB 2180 Public Comment at Public Meetings

Monitor

SB 2180 requires certain public entities, including water resource districts, allocate time for public comment on the agenda of all meetings. The public entity can set the time allowed for public comment, the time each speaker can speak, as well as limit comments to relevant topics. The public entity is required to develop a policy regarding public comment. If passed, all water resource districts would be required to comply with SB 2180. A conference committee met this week and added that boards, in their policy, can restrict topics for public comment to topics that were on the agenda for the meeting where the public comment takes place or the previous meeting.

Do pass on the conference report, Conference Committee, 5-0, April 16

SB 2210 Watershed Boundary Study

Support

SB 2210 would authorize a legislative management study to look at water management from a watershed perspective. The bill passed unanimously out of the Senate committee and passed the Senate 45-2.

Passed the House, 85-3, April 11

SB 2276 Joint Boards

Monitor

SB 2276 is an update to the joint board bill that passed last session. This bill maintains the requirement to join a larger board but changes it from a joint board to watershed boards, mapped by the DWR. These boards would be required to assume the process for possibly establishing an assessment district in the case that counties cannot agree on moving forward with a project. The WRDA worked with the sponsor of the bill to amend this bill to repeal current and proposed mandates to join large basin or watershed boards. The bill instead mandates participation in a project board if there is an assessment project that spans multiple counties. The amendment also clarifies the process for levying assessments across county lines. The committee asked the WRDA to work with the Association of Counties to ensure this won't have any unintended consequences.

It is likely that this bill will be on the Senate floor on Monday morning. If you are talking with legislators this weekend, please ask them to vote yes!

Passed the House, 90-1, April 16

Irrigation

HB 1531 Irrigation Study Appropriation

Support

HB 1531 appropriates \$75,000 to conduct an economic study on irrigation and drainage. Several questions to be answered include the economic loss due to the lack of federal irrigation support promised to the state in the Pick Sloan plan. The bill was amended to exempt this study from the state procurement process.

House concurred in Senate amendments and passed the bill, 83-9, April 17

SB 2020 SBARE Priorities

Support

SB 2020, the appropriation for NDSU Research and Extension and SBARE initiatives passed the House Floor 81-11. The House version of the bill included funding for two positions at the North Central Research Extension Center for a grape and wine specialist and agronomy specialist. For extension, the bill added an extension carbon specialist position (the SBARE #1 priority for Extension). The Senate did not concur in the House amendments and appointed Reps. Fisher, Monson and Brandenburg and Sens. Erbele, Wanzek and Dwyer to a conference committee. The conference committee met on April 18 to discuss the differences between the two versions. No action was taken. Future meetings will likely be scheduled next week.

Below is a breakdown of what is currently included in the House version of the bill from the

SBARE priority lists:

On-going funding

- Adds funding for veterinary toxicology resident at the Main Research Center
- Adds funding for the carbon economist for NDSU Extension
- Adds funding for a grape research specialist at the North Central REC
- Adds funding for an agronomy research specialist at the North Central REC

Capital Projects

- Adds \$500,000 in one time funds for deferred maintenance
- Oakes Irrigation Site (\$620,000)
- Langdon Seed Conditioning Plant (\$2.6M)*
- Equipment Storage Sheds (\$1,567,600)
- Nesson Valley Irrigation Site (\$2.3M)*
- Williston Equipment Storage Shed (\$200,000)*

**Funded with a combination of SIIF and special fund authorization*

Conference Committee Met, April 18

Weather Modification

All bills have been defeated.

Other Bills of Interest

HB 1162 LAWA Makeup

Monitor

HB 1162 would make a slight change to the makeup of the Lake Agassiz Water Authority (LAWA) to add one additional member. The bill was heard and unanimously passed by the House Political Subcommittee.

Passed by the Senate, 45-1, April 9

HB 1176 Governor Armstrong's Tax Relief and Reform Package

Monitor

HB 1176 is the Governor's proposal to increase the primary residence tax credit and cap political subdivision spending at 3% per year with the opportunity to roll that increase over for five years. Of note, the cap does not apply to special assessments. A group of legislators, the Governor, and interested parties have been working on amendments to this bill. The amendments were presented and adopted on February 6. The amendments do several things, including: slightly lowering the primary residence credit from the Governor's plan, allowing for a vote to bypass the 3% cap for counties and cities, and expanding the 0% bracket for income tax to \$54,000 for individual filers and \$90,000 for married filing jointly. The House floor removed the income tax portion of the bill before referring the bill to House Appropriations. The Senate Finance and Taxation Committee heard this bill and gave it a "do pass" recommendation before referring it to the Appropriations Committee. The Senate Appropriations Committee made amendments to the bill, including decreasing the maximum credit to \$1,250 and capping relief at 75% of taxes owed. The bill also now includes intent language that future legislatures consider relief for other property classes (e.g. agricultural property or commercial property). It is likely that the bill will be further negotiated by a conference committee. Reps. Headland, Nathe and Bosch and Sens. Weber, Bekkedahl, and Erbele were appointed to a conference committee.

Conference Committee Appointed

HB 1300 Term Limits

Monitor

HB 1300 clarifies when the clock starts ticking on term limits for legislators. Reps. Koppelman, Rohr and VanWinkle and Sens. Myrdal, Sickler and Castaneda were appointed to a conference committee.

Conference Committee Met

HB 1408 Annual Sessions

Monitor

HB 1408 would authorize annual legislative sessions.

Failed on the Senate Floor, 17-30, April 14

HB 1537 Water Service Agreement Protection During Term of Loan

Monitor

HB 1537 removes some of the protections offered to rural water systems regarding their service area when they take a loan out to provide service. This bill was amended by the committee with an amendment agreed to by the League of Cities and the Rural Water Association. This bill was amended to add an emergency clause.

House concurred in Senate amendments and passed the bill, 91-0, April 15

SB 2097 Rural Community Endowment Fund

Monitor

SB 2097 establishes a \$5 million endowment fund for rural communities in North Dakota. The bill was amended to require an additional \$5 million be raised from private funds before any grants are made out of the endowment.

Failed in the House, 20-72, April 15

SB 2188 Makeup of the Clean Sustainable Energy Authority

Monitor

SB 2188 would add the director of the Department of Water Resources to the Clean Sustainable Energy Authority. The House Energy and Natural Resources committee amended the bill to return the appropriation back to the original amount and clarify dates on the line of credit available through this bill. The bill was rereferred to House Appropriations where the funding amounts were reviewed again. The Appropriations Committee removed the amendments adopted by the House Energy and Natural Resources committee and then gave the bill a “do pass” recommendation.

Passed the House with amendments, 68-24, April 15

SB 2308 Boards and Commissions

Monitor

SB 2308 repeals several boards and commissions including the Atmospheric Resources Board. These boards' authorities are transferred to the Department of Water Resources. The bill also sets up a task force to look at all boards and commissions in the interim. Amendments were made to the bill by the committee that clarified authority for repealed or transferred bills as well as added members to the interim task force. A further amendment removed the board of soil classifiers from the bill. The House committee made additional amendments that did not change the intent of the bill. The House passed the bill 85-7 on March 28. The Senate refused to concur, and Sens. Roers, Barta and Lee and Reps. Bahl, Karls and Satrom were appointed to the conference committee. The conference committee met and discussed a change to the board

of water well contractors. They would like to maintain the board in an advisory capacity for the Department of Water Resources.

Do pass on the Conference report, 4-2, April 18

HCR 3003 Threshold for Constitutional Amendments

Monitor

HCR 3003 would establish a 60% threshold to amend the North Dakota constitution. The resolution was slightly amended to provide clarity.

Filed with the Secretary of State, April 15

HCR 3018 Inundated Lands

Monitor

HCR 3018 directs Legislative Management to consider studying water and wetland regulations and taxation of inundated lands. This bill was amended to provide additional study on wetland delineations.

House concurred in Senate amendments and passed the resolution, 89-2, April 17

SCR 4002 Federal Perpetual Easements

Monitor

SCR 4002 would ask Congress to allow the Fish and Wildlife Service to offer buyouts to landowners who have permanent easements on their property. If the landowner would like, they could pay the Fish and Wildlife Service to remove the easement on their land.

Filed with the Secretary of State, April 2

Hearing Schedule (April 21-25)

No hearings scheduled. Committee work and conference committee meetings are likely throughout the week.

How to Submit Testimony This Session

During this Legislative Session, individuals and organizations still can [testify](#) at committee hearings both in person and virtually. This session, however, the permitting of virtual testimony is left to the discretion of each committee chairperson. An instructional video on how to submit written and oral testimony remotely in a committee hearing is available on the [Legislative Branch website](#). To view the video, [click here](#).

How to Contact Your Legislators

During the session, legislators can be reached by email, phone or mail: [Senate](#) or [House](#). Detailed information on legislative activities is available on the [Legislative Assembly website](#).

Legislative Calendar

- May 9: Tentative final day of session (limited to 80 legislative days)

For more details, check out the complete list of [legislative deadlines](#).

SCR 4002 Federal Perpetual Easements**Monitor**

SCR 4002 would ask Congress to allow the Fish and Wildlife Service to offer buyouts to landowners who have permanent easements on their property. If the landowner would like, they could pay the Fish and Wildlife Service to remove the easement on their land.

Filed with the Secretary of State, April 2

Hearing Schedule (April 14-18)

No hearings scheduled. Committee work and conference committee meetings are likely throughout the week.

How to Submit Testimony This Session

During this Legislative Session, individuals and organizations still can [testify](#) at committee hearings both in person and virtually. This session, however, the permitting of virtual testimony is left to the discretion of each committee chairperson. An instructional video on how to submit written and oral testimony remotely in a committee hearing is available on the [Legislative Branch website](#). To view the video, [click here](#).

How to Contact Your Legislators

During the session, legislators can be reached by email, phone or mail: [Senate](#) or [House](#). Detailed information on legislative activities is available on the [Legislative Assembly website](#).

Legislative Calendar

- April 16: Bills and resolutions must be reported out of committees in second house
- May 9: Tentative final day of session (limited to 80 legislative days)

For more details, check out the complete list of [legislative deadlines](#).



WATER FUNDING ____ FOR ALL NORTH DAKOTA ____

Water is North Dakota's most valuable natural resource. North Dakota's water resources are used for drinking water, agriculture, industry, power production, and recreation. Water is necessary to grow the state's economy through its vital use in oilfield development, value-added agriculture, and many more industries.

Why is Water Funding Important?

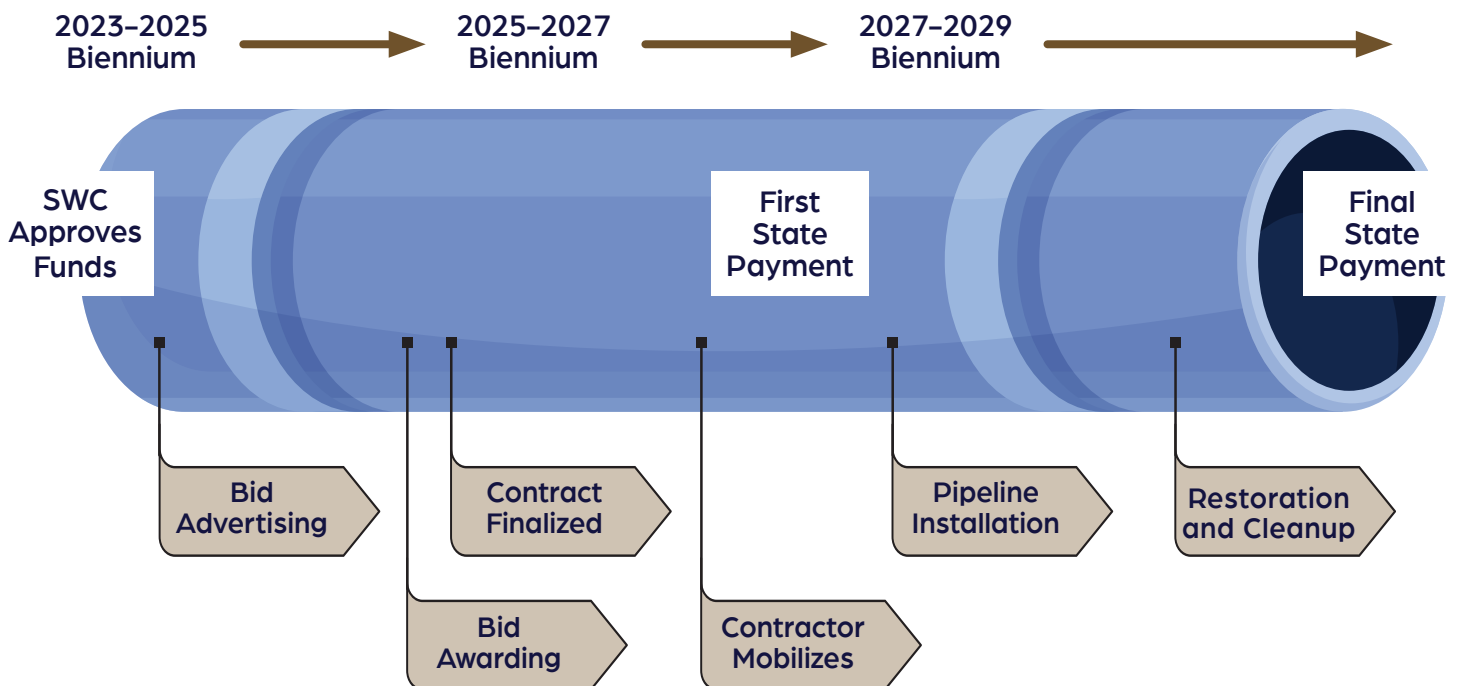
- North Dakota has benefited from a \$3 billion impact for water infrastructure projects.
- When projects are complete, there will be flood protection for more than half of the state's population.
- The Missouri River is the water source for the four major regional systems: Southwest Pipeline Project (SWPP), Northwest Area Water Supply (NAWS), Western Area Water Supply Project (WAWS), and Red River Valley Water Supply Project (RRVWSP). When completed, these systems will provide reliable quality drinking water to 80% of the state's population.
- Investing in water supply is critical for growing future oil production, which in turn drives more tax revenue for the state.
- Top industries (agriculture, energy, tourism, and more) and all North Dakota citizens benefit from water infrastructure.



How Is Water Funded?

North Dakota was visionary when the Resources Trust Fund was established by the people in 1991 to develop water infrastructure for the state. Today, 20.5% of the oil extraction tax is dedicated to the Resources Trust Fund. Water projects are funded with oil extraction tax dollars, matched by local, and where applicable, federal dollars. The local share is typically raised through some form of property tax or user fees.

- Projects that receive state funding make an application to the State Water Commission (SWC), a 10-member board that approves project funding.
- Based on State Water Commission approval, projects move forward with securing the local and federal share of projects, bid the project, and start construction.
- The State Water Commission releases dollars to projects on a reimbursement basis after costs are incurred.
- The complexity of water projects, combined with the way in which the State Water Commission reimburses projects, results in committed, contracted dollars, appearing as carryover when reported to the legislature.

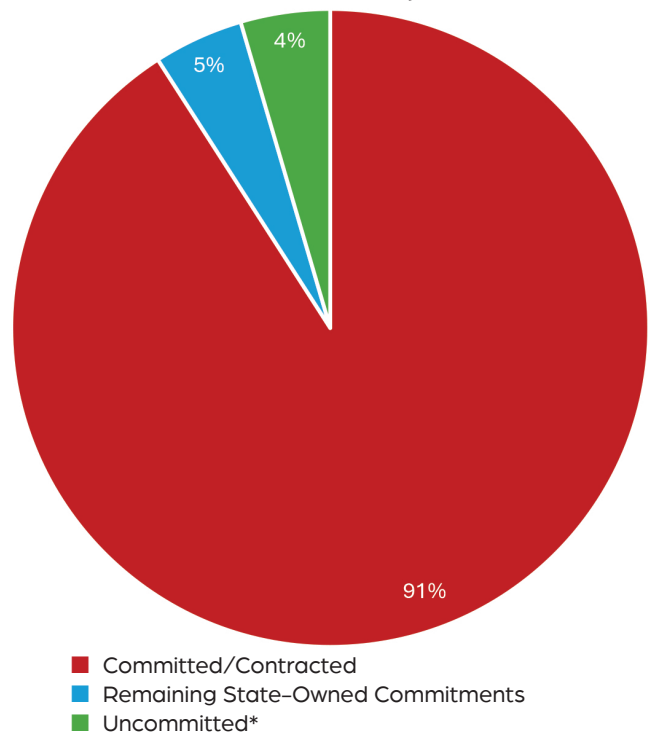


Carryover – What Is and What Isn't

In general, the term "carryover" is used to describe dollars that have been appropriated but not spent in the current biennium. These dollars need to be transferred to the appropriation for the following biennium. It's important to note that not all dollars commonly called carryover are truly carryover. A breakdown of the types of dollars sometimes referred to as "carryover" is below:

- **Committed** project dollars: These dollars have been committed to a specific project by the State Water Commission. These dollars are not true carryover.
- **Contracted** project dollars: These dollars have been committed by the State Water Commission to a specific project, and the project sponsor has contracted to build the project. These dollars are not true carryover.
- **Uncommitted** carryover dollars: These are dollars that have not been committed or contracted by the Commission and would be available for other purposes.
- **Turnback** dollars: These are dollars returned to the Resources Trust Fund when projects come in below budget.

2023–2025 "Carryover"



*Includes turnback from projects which were completed under budget. The State Water Commission will meet to approve project requests two more times this biennium (2023–2025).

How Do We Enhance Cash Management and Speed Up Projects?

HB 1020, the budget bill for the State Water Commission, authorizes a line of credit that will reduce carryover, spend cash available in the Resources Trust Fund, and ensure important water projects get completed quicker. The line of credit will act like an overdraft privilege, helping the State Water Commission and project sponsors more efficiently use Resources Trust Fund dollars to complete projects. The Bank of North Dakota and State Water Commission are working together with project sponsors to enter into multi-biennial contracts when the project specifications and contracting market indicate that it would be beneficial.

- The line of credit gives the State Water Commission the authority to work with projects to bid out larger contracts while using existing cash, as well as cash that is deposited in the Resources Trust Fund every month, to reimburse projects as work is completed. It's likely the line of credit wouldn't even be tapped!
- Even under the current model for water funding, most projects get multiple contractors to bid. The ability to advertise bids for long-term contracts increases the competitiveness of these projects and attracts more interest in project work. More competition is expected to yield better rates for projects.
- This enhanced cash management strategy also allows projects to accelerate construction, yielding additional inflationary savings.

Q: Are there enough contractors to complete water projects?

A: Yes. Since 2021, the Garrison Diversion Conservancy District bid five pipeline construction contracts for the RRVWSP, each receiving three to four contractor bids.

When the Souris River Joint Board last bid Phase MI-7 (July 2024), they had five bidders.

What Happens If The Current Percentage Of Oil Extraction Tax (20.5%) That Goes To The Resources Trust Fund Is Lowered?

- All projects, large and small, will see a reduction in funding for projects. This includes rural water projects, municipal and rural flood control projects, conveyance projects, and irrigation projects.
- This would inevitably slow project completion and increase costs. This is counterproductive and would increase carryover as projects are delayed.
- Both the decrease in total funding and the decrease in cost share will increase the tax burden on North Dakota citizens, as locals would inevitably see an increase in property taxes or water rates.

The Oil Extraction Tax Funds The Resources Trust Fund. What If Oil Revenues Decrease and The Percentage Of Oil Extraction Tax Is Lowered?

- As oil wells continue to age and fall below 35 barrels per day, they qualify for the "stripper well" exemption and no longer pay an oil extraction tax.
- The latest revenue forecast reduced the Resources Trust Fund projected revenue by \$114 million for the 2025–2027 biennium – a 20% cut.
- Oil extraction tax revenues are expected to continue to decline at a much faster rate than oil production taxes.
- If the 20% cut in the revenue forecast is paired with a 25% reduction in the oil extraction tax formula that funds the Resources Trust Fund, strategic investments in water infrastructure would no longer be possible.



The oil extraction tax formula is not arbitrary; it has been carefully crafted and refined by the Legislature to maximize the returns on investment for the state. Maintaining the 20.5% oil extraction tax into the Resources Trust Fund is essential for ensuring future growth and revenues for our state. Reducing the oil extraction tax percentage would lead to a negative trickle-down that will impact all North Dakota citizens.

**PLEASE SUPPORT
FUNDING FOR WATER PROJECTS
AT THE CURRENT RATE!**

North Dakota Statewide Irrigation Reconnaissance Study

Final Report

Submitted to

North Dakota Irrigation Association

North Dakota Department of Water Resources

Garrison Diversion Conservancy District

NDSU Office of Research and Creative Activity

Prepared By

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February 2025

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Executive Summary

According to the USDA National Agricultural Statistics Service's Census of Agriculture, less than one percent of cropland in North Dakota was irrigated in 2022. It was the least among the ten states that are entirely or partially covered by the Missouri River Basin and below the US average for irrigated cropland, which is 14.4% (Table ES.1). To identify the locations and areas of North Dakota croplands that have potential for future irrigation development, we conducted a statewide irrigation reconnaissance study.

Table ES.1. Irrigated cropland in the ten Missouri River Basin states (Source: USDA-NASS).

State ^a	Cropland (Thousand acres)	Irrigated Cropland (Thousand acres)	Irrigated Cropland (%)
Wyoming	2,326	1,273	54.7
Nebraska	21,218	7,966	37.5
Colorado	10,479	2,288	21.8
Montana	16,070	1,725	10.7
Missouri	14,765	1,335	9.0
Kansas	28,341	2,245	8.3
Minnesota	21,544	648	3.0
South Dakota	18,489	411	2.2
Iowa	25,882	260	1.0
North Dakota	26,260	248	0.9
Total	185,374	18,499	10.0
The U.S.	382,356	54,930	14.4

^a Ranked from high to low by the percentage of irrigated cropland.

This statewide irrigation reconnaissance study was carried out in three phases. In Phase I, we updated the North Dakota Department of Water Resources (DWR) soil irrigability map using the most recent Soil Survey Geographic Database (SSURGO) data. In Phase II, we removed the lands that were unavailable or unsuitable for developing irrigation projects from the updated soil suitability map. In Phase III, we identified and estimated the locations and areas of cropland with irrigation potential by examining the nearby water and three-phase power availabilities. This report summarizes the methods employed and the results obtained in this study.

It is important to note the limitations of our study, which was intended to provide a statewide assessment of land in North Dakota for potential irrigation development. When assessing the potential of developing irrigation projects for specific areas, in-depth feasibility studies should be conducted to consider additional factors, including but not limited to design, cost, landowner preferences, environmental concerns, water permit applications, etc.

In terms of water availability, two sources – surface water from the Missouri River system and groundwater from the shallow glaciofluvial aquifers across the state – are considered in this study. While assuming the water from the Missouri River system is readily available for developing

irrigation projects along the Missouri River corridor, we created two scenarios (best and worst) to account for groundwater availability based on the managed aquifer recharge potential map recently developed by the DWR.

In summary, considering soil suitability and water availability there are 1.8 to 2.1 million acres of cropland available for potential future irrigation development across the state. Of these lands, approximately one million acres are within the 17 counties along the Missouri River corridor for irrigation development, potentially irrigable using water withdrawn from the Missouri River system. The additional 0.8 to 1.1 million acres may be developed for irrigation by withdrawing good-quality water from shallow glaciofluvial aquifers across the state, depending upon the water availability in these aquifers, where using water from the Missouri River system for irrigation is not practical (Figure ES.1).

Figure ES.2 ranks the counties in terms of their areas of potentially irrigable croplands. The figure shows that central North Dakota counties (e.g., McLean, Emmons, Burleigh, Kidder, Morton) have the most areas of cropland for potential irrigation development under both groundwater availability scenarios. Not surprisingly, the counties in southwestern North Dakota (e.g., Adams, Billings, Bowman, Golden Valley, Hettinger, Slope) do not have much land for irrigation development, nor do Ramsey and Towner counties in northeastern North Dakota. Statewide, under the best groundwater availability scenario, 40 counties have more than ten thousand acres of cropland potential for future irrigation development, whereas, under the worst groundwater availability scenario, only 31 counties have more than ten thousand acres of cropland for potential irrigation development.

Due to data privacy concerns, we can only access three-phase power distribution lines from three North Dakota electric distribution cooperatives (i.e., Capital Electric, Dakota Valley, Northern Plains) out of the 17 North Dakota electric distribution cooperatives. In the three electric cooperatives' service areas, approximately 66 to 76 thousand acres of cropland, depending upon groundwater availability scenarios, are within a one-mile distance of the existing three-phase power lines of these cooperatives. This represents about 7.2% of the croplands with irrigation potential based on the soil suitability and water availability analyses. Twelve (12) of these 18 counties have more than 1,000 acres of croplands that are readily available for irrigation development under any groundwater availability scenario (Table ES.2).

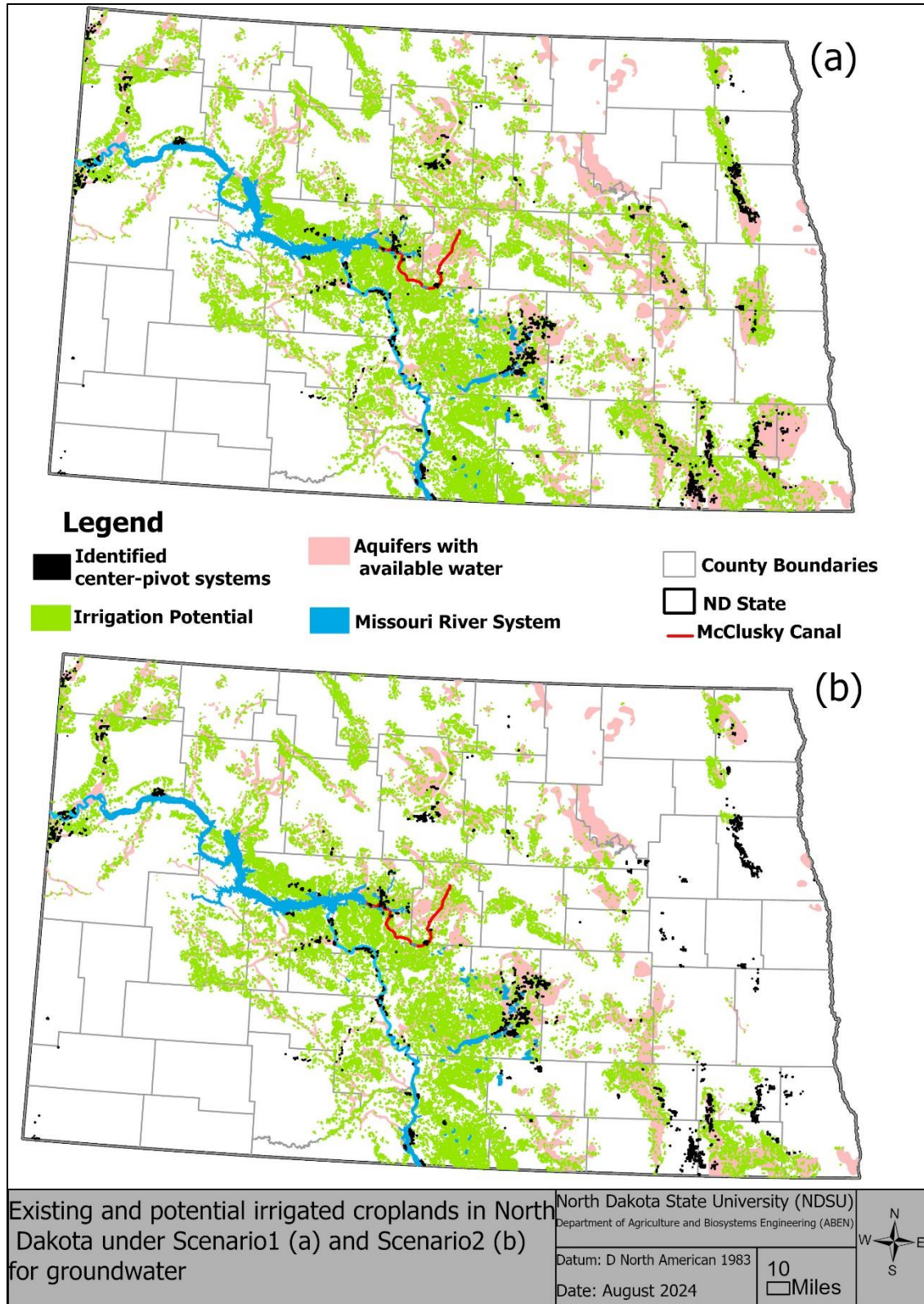


Figure ES.1. Croplands with irrigation potential using Missouri River water and groundwater under the best (a) and the worst (b) groundwater availability scenario.

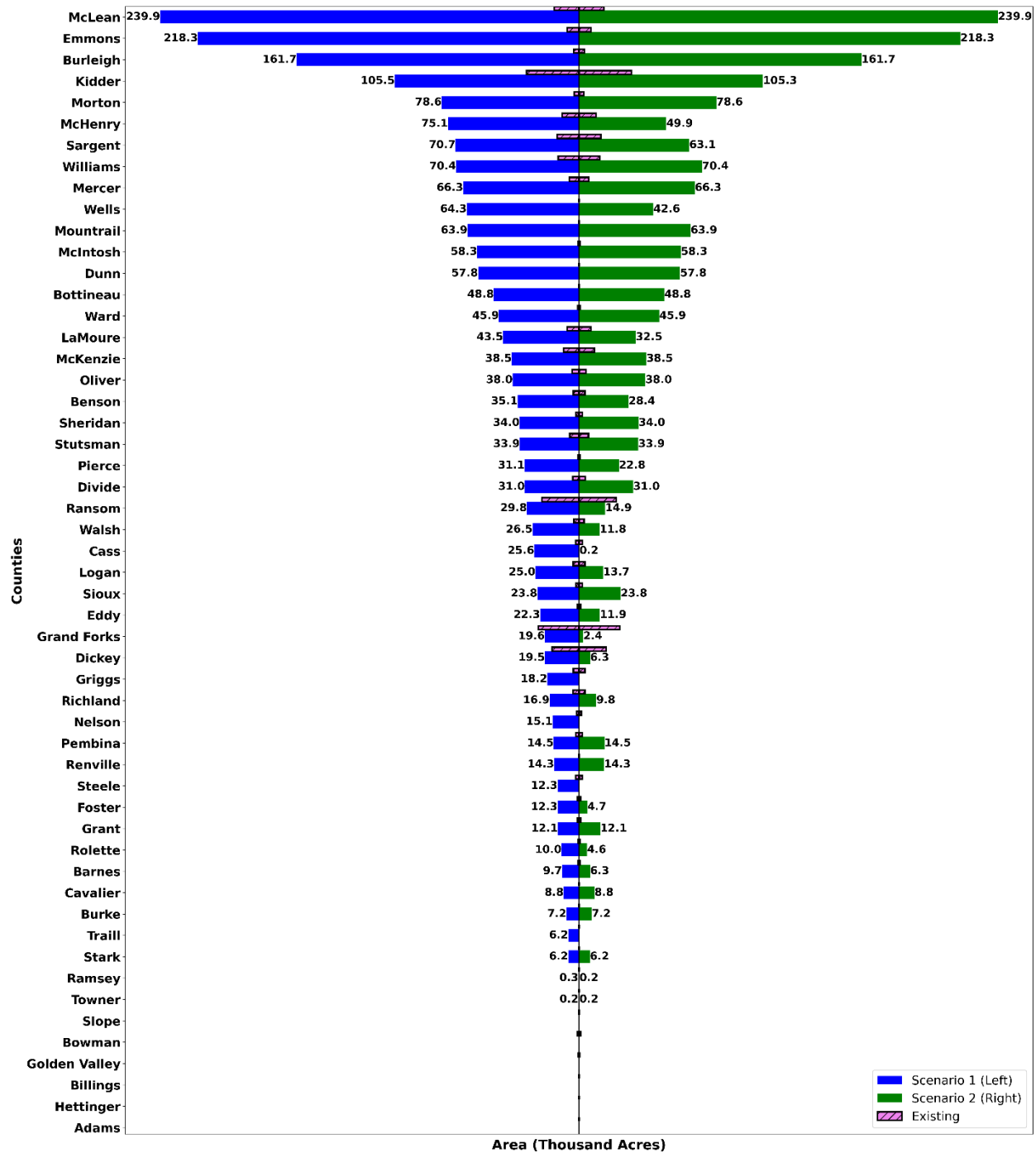


Figure ES.2. Areas of potentially irrigable croplands in North Dakota counties using Missouri River water and groundwater under the best (Scenario 1) and the worst (Scenario 2) scenarios (The numbers at the end of the horizontal bars are thousands of acres of croplands with irrigation potential in each county).

Table ES.2. Areas of land parcels with irrigation potential within one-mile distance of three-phase power lines of Capital Electric, Dakota Valley, and Northern Plains Cooperatives (acres).

County	Best groundwater availability scenario		Worst groundwater availability scenario	
	Irrigation potential ^a	Considering 3-phase power availability ^b	Irrigation potential ^a	Considering 3-phase power availability ^b
Benson	35,100	1,610	28,400	1,420
Burleigh	161,700	13,930	161,700	13,930
Dickey	19,500	5,910	6,300	3,220
Eddy	22,300	410	11,900	400
Emmons	218,300	200	218,300	200
Foster	12,300	3,170	4,700	1,120
Griggs	18,200	1,340	--	--
Kidder	105,500	7,430	105,300	7,430
LaMoure	43,500	10,230	32,500	9,070
McIntosh	58,300	200	58,300	200
Morton	78,600	280	78,600	280
Pierce	31,100	2,400	22,800	1,840
Ransom	29,800	2,240	14,900	1,080
Richland	16,900	1,570	9,800	1,190
Sargent	70,700	15,640	63,100	14,970
Sheridan	34,000	140	34,000	140
Stutsman	33,900	5,710	33,900	5,710
Wells	64,300	4,330	42,600	3,900
Total	1,054,000	76,740	927,100	66,100

^a Considering soil suitability and water availability.

1 Introduction

According to the USDA National Agricultural Statistics Service's Census of Agriculture (NASS, 2022a), approximately 14.4% of US cropland was irrigated in 2022. In the ten states that are entirely or partially covered by the Missouri River basin, the percentages of irrigated cropland ranged from 0.94% (North Dakota) to 54.7% (Wyoming). As shown in Table 1.1, less than one-quarter of a million acres out of 26+ million acres of cropland in North Dakota were irrigated in 2022.

Table 1.1 Irrigated cropland in the ten Missouri River Basin states (NASS, 2022a).

State ^a	Cropland (Thousand acres)	Irrigated Cropland (Thousand acres)	Irrigated Cropland (%)
Wyoming	2,326	1,273	54.7
Nebraska	21,218	7,966	37.5
Colorado	10,479	2,288	21.8
Montana	16,070	1,725	10.7
Missouri	14,765	1,335	9.0
Kansas	28,341	2,245	8.3
Minnesota	21,544	648	3.0
South Dakota	18,489	411	2.2
Iowa	25,882	260	1.0
North Dakota	26,260	248	0.9
Total	185,374	18,499	10.0
The U.S.	382,356	54,930	14.4

^a Ranked from high to low by the percentage of irrigated cropland.

The goal of this reconnaissance study is to identify and estimate the locations and areas of the land in North Dakota that have high potential for developing irrigation projects in the future. The study is carried out in three phases. In Phase I, we updated the North Dakota Department of Water Resources (DWR) soil irrigability map using the most recent Soil Survey Geographic Database (SSURGO) data. In Phase II, we removed the lands that were unavailable or unsuitable for developing irrigation projects from the updated soil suitability map. In Phase III, we identified and estimated the locations and areas of cropland with irrigation potential by examining the nearby water and three-phase power availabilities. This report summarizes the methods employed and the results obtained in the three phases.

It is important to note the limitations of our study, which was intended to provide a statewide assessment of land in North Dakota for potential irrigation development. However, in evaluating irrigation development for specific areas, more in-depth feasibility studies should be conducted to consider additional factors, including but not limited to design, cost, landowner preferences, environmental concerns, water permit applications, etc.

2 Phase I – Updating Soil Irrigability Maps

2.1 Classification methods

The updated soil irrigability map was developed based on the SSURGO data updated by the United States Department of Agriculture (USDA) Natural Resources Conservation Service in October 2023 (USDA-NRCS, 2024). The SSURGO datasets consist of soil map units and tabular data of soil components and their properties. The map units are linked to tabular data in the database. As outlined in the SSURGO Table Diagram (Figure 2.1), each soil map unit consists of multiple soil components. There are several options for aggregating component properties to the map unit level (USDA-NRCS, 2023). The existing North Dakota DWR soil irrigability map used a “Dominant Component” approach. However, we decided to use the “Dominant Condition” approach in this study. For a given soil property, referred to here as a “condition”, the “Dominant Component” approach assigns the condition associated with the largest component within the map unit. In contrast, the “Dominant Condition” approach assigns the most frequent condition found within the map unit.

To illustrate the difference between these two methods, consider an example of a map unit with three components (USDA-NRCS, 2023). Soil A has a “severe” rating and is 45% of the map unit. Soil B has a “moderate” rating and is 30% of the map unit. Soil C has a “moderate” rating and is 25% of the map unit. Using the “Dominant Component” method, the rating value for Soil A (i.e., “severe”) is used because Soil A makes up most of the map unit (45%). Using the “Dominant Condition” method, the rating value of “moderate” is used because Soil B and C both have a “moderate” rating and together they make up most of the map unit (55%).

In the NDSU Extension Bulletin AE1637 - *Compatibility of North Dakota Soils for Irrigation* (Revised March 2023), Scherer et al. (2023) categorized North Dakota soil series into 29 irrigability groups, with each irrigability group belonging to one of three Irrigation Types: irrigable (1i-7i), conditional (8c-22c), and non-irrigable (23n-29n). Therefore, there are four different *Irrigation Types*:

- 1) Water,
- 2) Irrigable,
- 3) Conditional, and
- 4) Non-irrigable.

SSURGO Table Diagram

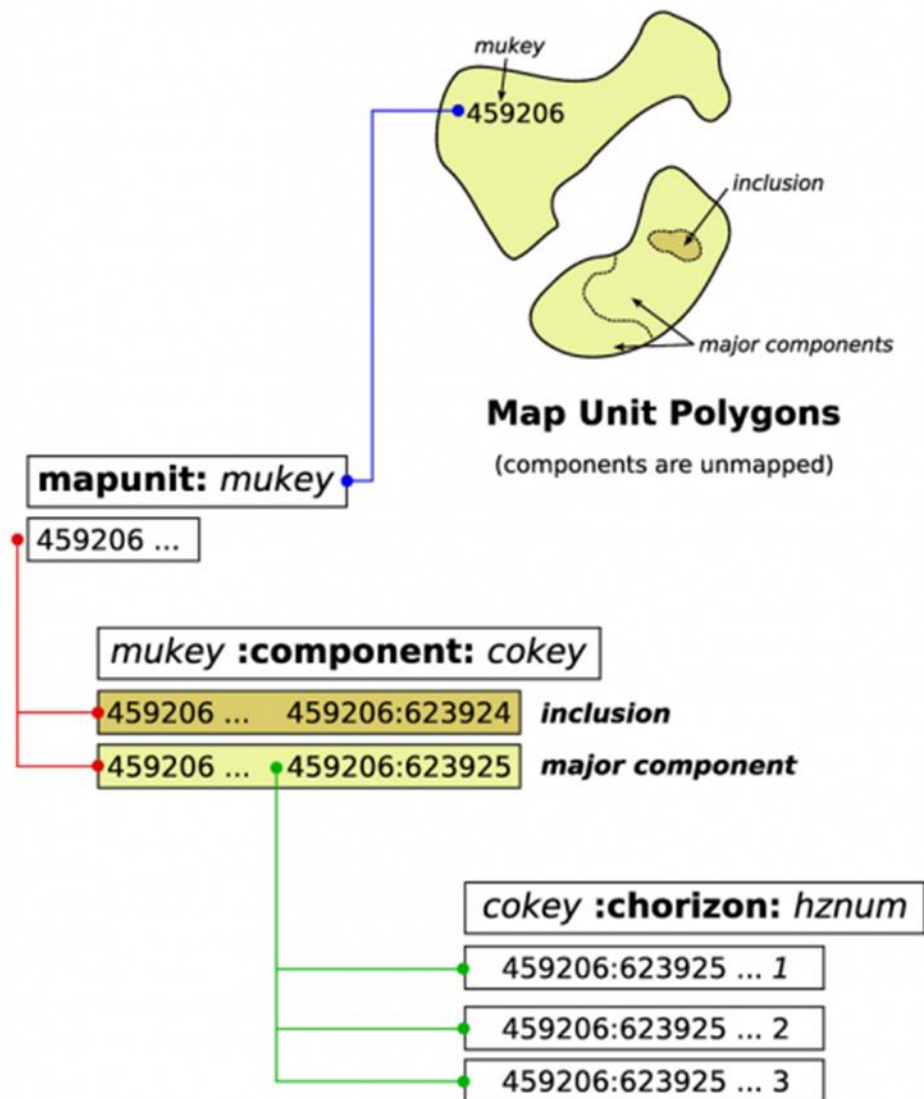


Figure 2.1. SSURGO Table Diagram.

Since there are several reasons why a soil may be classified as conditional, Scherer (undated) developed three sub-categories for conditionally irrigable soils:

- i. Poor internal drainage, moderately slow and slow permeability (8c – 11c, 21c),
- ii. Restricted drainage, high permeability layer with restricted layer below (12c – 14c), and
- iii. Supplemental drainage required, poorly drained, high water table and salinity concerns (15c – 20c, 22c).

We have also implemented this level of specificity into this study and termed them as *Irrigation Functional Groups*: conditional – permeability, conditional – restricted, and conditional – drainage, water table, salinity. In addition, we further classified certain non-irrigable soils into a “non-irrigable due to slope” irrigation functional group, using the following criteria concerning representative slope and texture of the uppermost soil layer (Scherer et al., 2023):

- a) Soil components with slopes $> 6\%$, for soil textures that are more susceptible to erosion, including coarse sand, coarse sandy loam, fine sand, fine sandy loam, loamy coarse sand, loamy fine sand, loamy sand, loamy very fine sand, sand, sandy loam, very fine sandy loam;
- b) Soil components with slopes $\geq 9\%$, for soil textures that are less susceptible to erosion, including those not listed above.

Therefore, there are seven different *Irrigation Functional Groups*:

- 1) Water,
- 2) Irrigable,
- 3) Conditional – restricted layer,
- 4) Conditional – permeability,
- 5) Conditional – drainage, water table, salinity,
- 6) Non-irrigable due to slope, and
- 7) Non-irrigable.

We included *all* soil components within a map unit to aggregate soil component irrigability ratings to the map unit level. For each map unit, we employed a two-step process with tiebreakers specified in Table 2.1 for the permissive and restrictive scenarios, respectively. In the two-step process, we first classified the soils in terms of the four irrigation types, and then in terms of the seven irrigation functional groups. During the classification process, we also needed to make assumptions about tiebreaking scenarios when determining the dominant conditions as we aggregated the soil component properties to the soil irrigability ratings at the map unit level. We made different assumptions under two different scenarios: permissive and restrictive. Under the permissive scenario, we prioritized the conditions *most* suitable for irrigation (given water is not a dominant condition), while under the restrictive scenario, we prioritized the conditions *least* suitable for irrigation (given water is not a dominant condition).

In addition, each soil description may have different local phases of slope and other properties, such as saline, wet, drained, frequently flooded, etc., that may affect the soil’s suitability for irrigation. These local phase properties were not considered in the NDSU Extension Bulletin AE1637 (Scherer et al., 2023) as these local phase properties are ephemeral and may be responsive to management. In this study, we did not consider the local phase soil properties under the permissive scenario but considered them under the restrictive scenario. Given these assumptions, we expect more soils will be categorized as irrigable or conditionally irrigable under the permissive scenario than under the restrictive scenario.

Table 2.1. Assumptions underlying the permissive and restrictive scenarios.

Item	Permissive scenario	Restrictive scenario
Local phase ^a	Not considered	Considered
Dominant condition tiebreak order ^b	<p>Prioritize the condition most suitable for irrigation, unless water is the dominant condition.</p> <p>Irrigation Types:</p> <ol style="list-style-type: none"> 1. Water 2. Irrigable 3. Conditional 4. Non-irrigable <p>Irrigation Functional Groups:</p> <ol style="list-style-type: none"> 1. Water 2. Irrigable 3. Conditional – restricted layer 4. Conditional – permeability 5. Conditional – drainage, water table, salinity 6. Non-irrigable due to slope 7. Non-irrigable 	<p>Prioritize the conditions least suitable for irrigation, unless water is the dominant condition.</p> <p>Irrigation Types:</p> <ol style="list-style-type: none"> 1. Water 2. Non-irrigable 3. Conditional 4. Irrigable <p>Irrigation Functional Groups:</p> <ol style="list-style-type: none"> 1. Water 2. Non-irrigable due to slope 3. Non-irrigable 4. Conditional – drainage, water table, salinity 5. Conditional – permeability 6. Conditional – restricted layer 7. Irrigable

^aPhase criterion to be used at a local level, in conjunction with “component name” to help identify a soil component.

^bWhen determining the dominant condition within a map unit, how are any ties handled? Which condition is displayed on the map?

The above classification process will produce a soil irrigability map that is based on dominant conditions within map units. In other words, only the dominant irrigation functional group (one out of the seven) within each map unit will be selected and displayed on the map, given the tiebreaker assumptions defined in Table 2.1 for each scenario. An alternative classification method is described in Appendix A.1, which will produce the relative irrigability maps under both scenarios.

2.2 Soil irrigability maps

Table 2.2 summarizes the soil irrigability classification for all soil series in North Dakota (45.3 million acres) under the permissive and restrictive scenarios. It shows that around 5.4 million acres (11.9%) are irrigable soils, about 25.1 to 27.6 million acres (55.2% to 60.9%) are conditionally irrigable soils, and about 11.2 to 13.8 million acres (24.7% to 30.5%) are non-irrigable soils. Table 2.2 also shows that the assumptions made about tiebreaking and local phase consideration under the two different scenarios did not make a big difference for almost all irrigation functional groups except for “conditional – drainage, water table, salinity”. About 2.25 million acres of soils (~25%) in the “conditional – drainage, water table, salinity” group under the permissive scenario were classified as “non-irrigable” soils under the restrictive scenario. Figures 2.2 & 2.3 display the soil irrigability maps of dominant conditions under the permissive and restrictive scenarios, respectively. A close inspection of these two figures shows that this change in classification mostly occurred in Grand Forks County in northeast North Dakota.

Table 2.2. Summary of soil irrigability classification of dominant conditions.

Dominant condition	Permissive scenario map unit count	million acres	Restrictive scenario map unit count	million acres
<i>Irrigation Type</i>				
Water	187	0.96	187	0.96
Irrigable	1666	5.41	1648	5.38
Conditional	5116	27.65	4369	25.13
Non-irrigable	2451	11.23	3216	13.78
<i>Irrigation Functional Group</i>				
Water	187	0.96	187	0.96
Irrigable	1666	5.41	1648	5.38
Conditional – restricted layer	810	3.36	809	3.36
Conditional – permeability	2109	15.15	2014	14.89
Conditional – drainage, water table, salinity	2197	9.14	1546	6.89
Non-irrigable	1118	4.09	1990	6.82
Non-irrigable due to slope	1333	7.14	1226	6.97

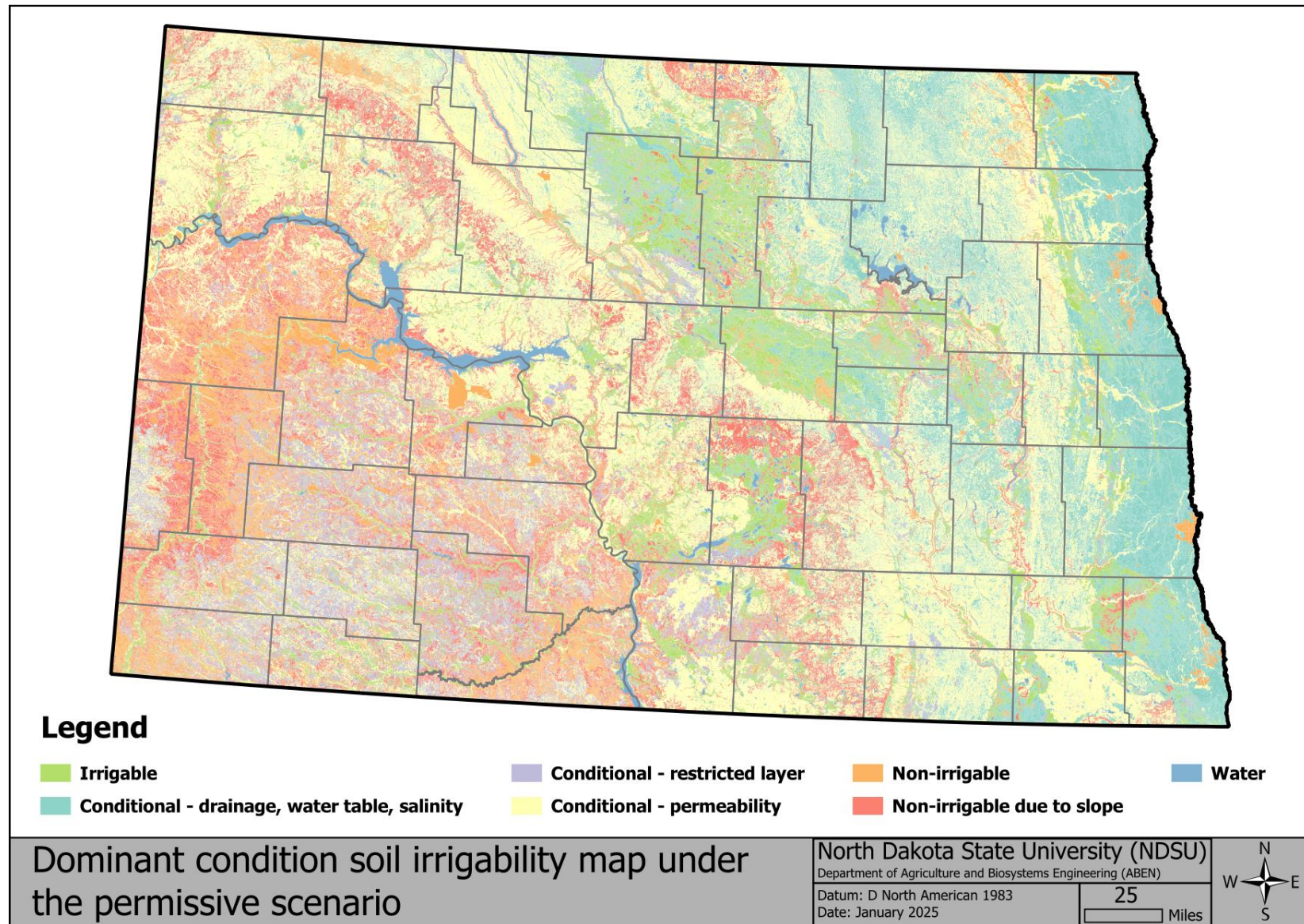


Figure 2.2. Soil irrigability map of dominant condition for the permissive scenario.

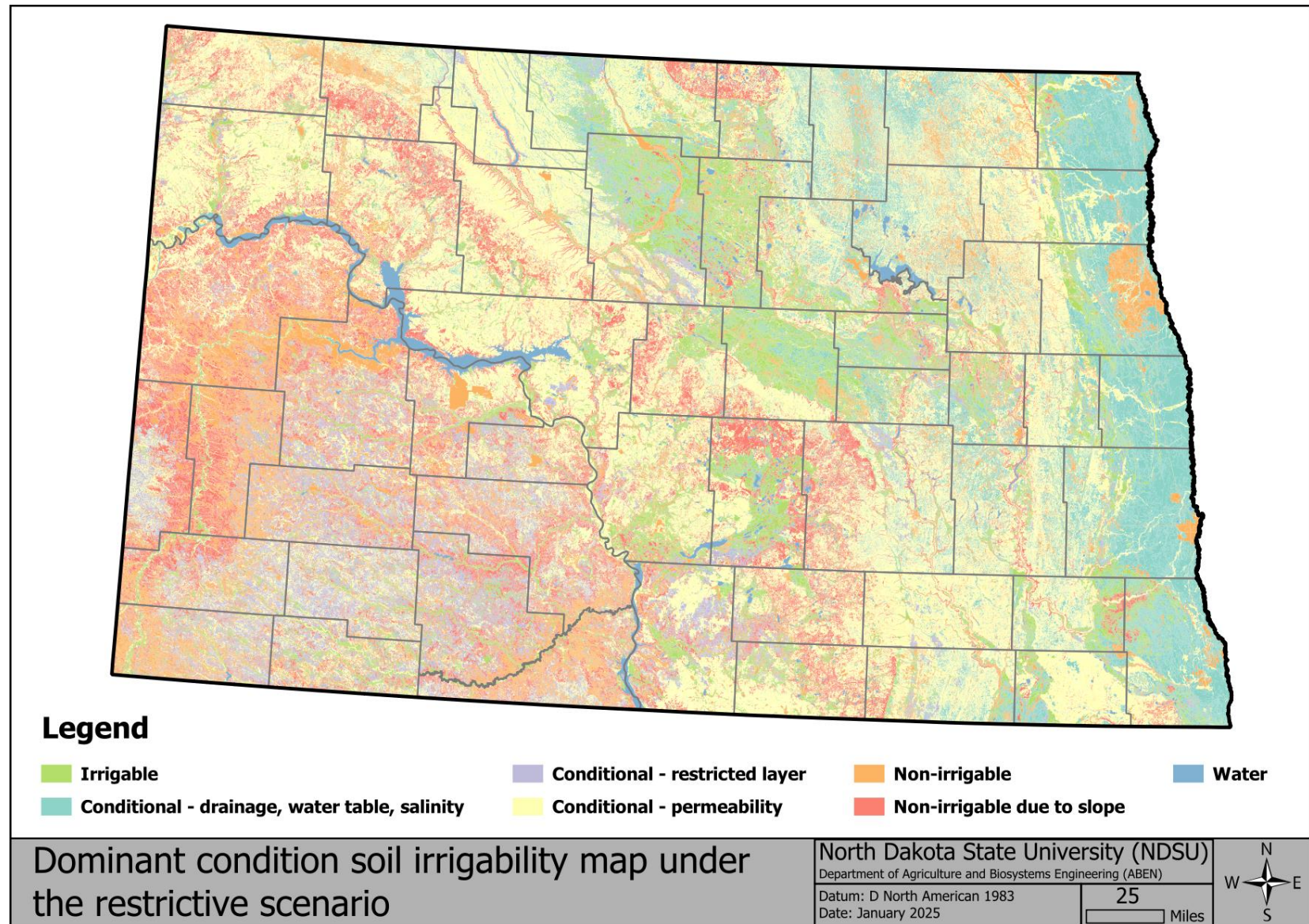


Figure 2.3. Soil irrigability map of dominant condition for the restrictive scenario.

3 Phase II – Land Availability and Suitability for Irrigation

The soil irrigability maps under the permissive and restrictive scenarios (Figures 2.2 & 2.3) are re-displayed in Figure 3.1 with the non-irrigable soils and water omitted for simplicity.

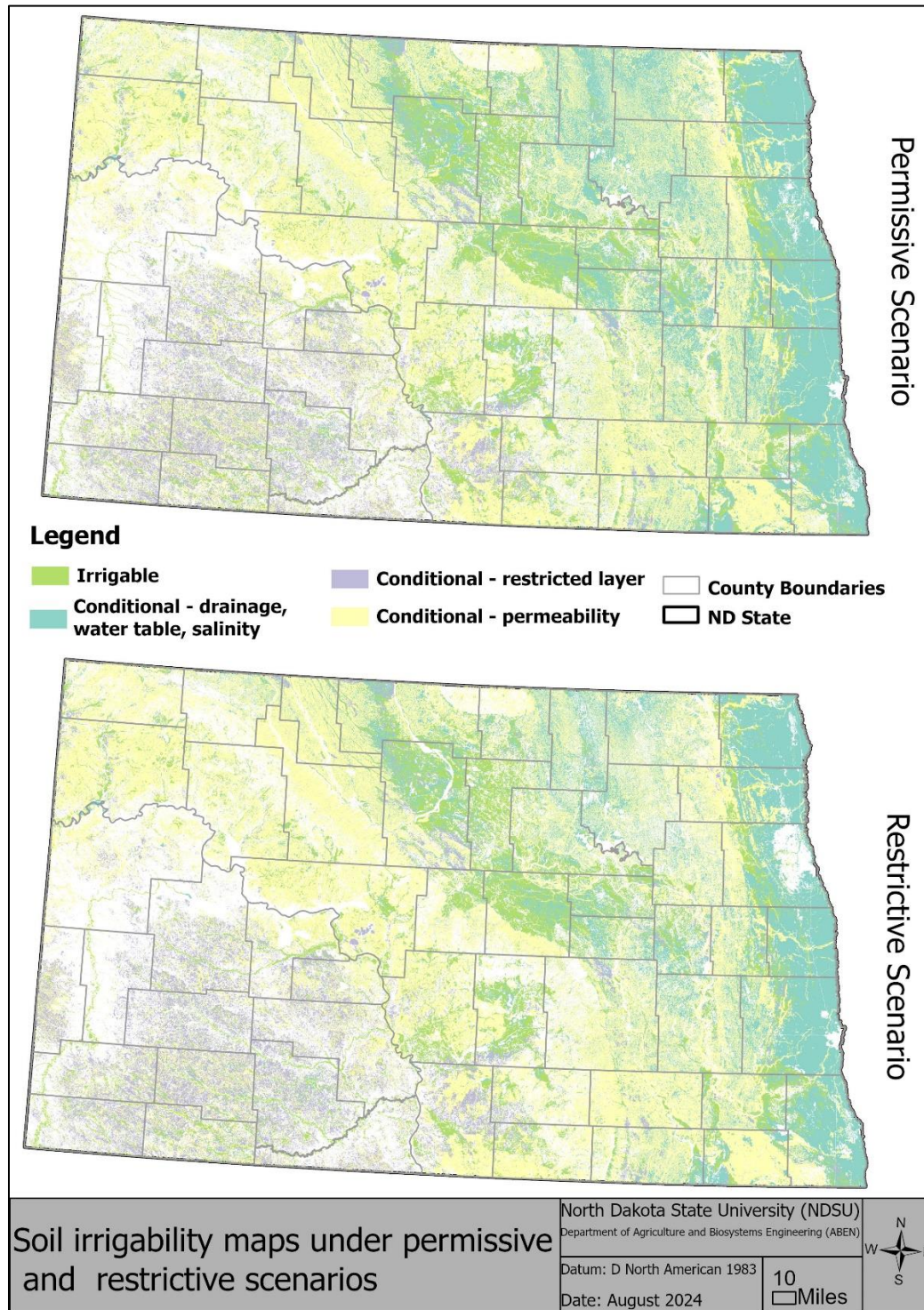


Figure 3.1. Soil irrigability maps under permissive and restrictive scenarios.

3.1 Removing unavailable land

Our goal in this phase is to remove from the irrigable and conditionally irrigable soil layers those lands that are unavailable or unsuitable for developing irrigation projects. First, we removed unavailable lands: federal and state public lands and urban areas that are prohibited from developing any irrigation projects. These lands are listed in Table 3.1 and the GIS layers of these lands were downloaded from the ND GIS Hub. Figure 3.2 shows a schematic view of these layers.

Table 3.1. Lands unavailable for developing irrigation projects.

No.	Layer Name	Description
1	City Boundaries	Geographic boundaries defining the limits of municipalities or cities, used for administrative and governance purposes.
2	National Grasslands	Federally managed lands primarily designated for the conservation and management of native grassland ecosystems.
3	National Parks	Protected areas established and maintained by federal governments to conserve the natural environment, provide recreation opportunities, and preserve cultural and historical resources.
4	National Wildlife Refuge	Protected areas designated to conserve wildlife and their habitats, managed by the U.S. Fish and Wildlife Service.
5	State Forests	Publicly owned forests managed at the state level for conservation, recreation, and sustainable timber production.
6	State Parks	Parks established and maintained by state or federal governments for recreation, conservation, and the protection of natural and cultural resources.
7	Wetlands	Areas where water covers the soil or is present near the surface for part of the year, providing crucial habitat for wildlife and contributing to flood control and water purification.
8	Surface Trust Lands	Lands held in trust by the state or federal government for specific purposes, such as supporting public schools or managing natural resources.
9	Army Corps Lands	Lands managed by the U.S. Army Corps of Engineers, primarily used for flood control, infrastructure projects, and recreation.
10	BLM Land	Lands managed by the Bureau of Land Management (BLM), used for a variety of purposes including grazing, recreation, and resource extraction.
11	Military Reservation Land	Land designated for military use, including training, defense infrastructure, and operations.
12	Reclamation Land	Land managed by the Bureau of Reclamation primarily focused on water resource management, irrigation, and reclamation of previously irrigated or developed lands.

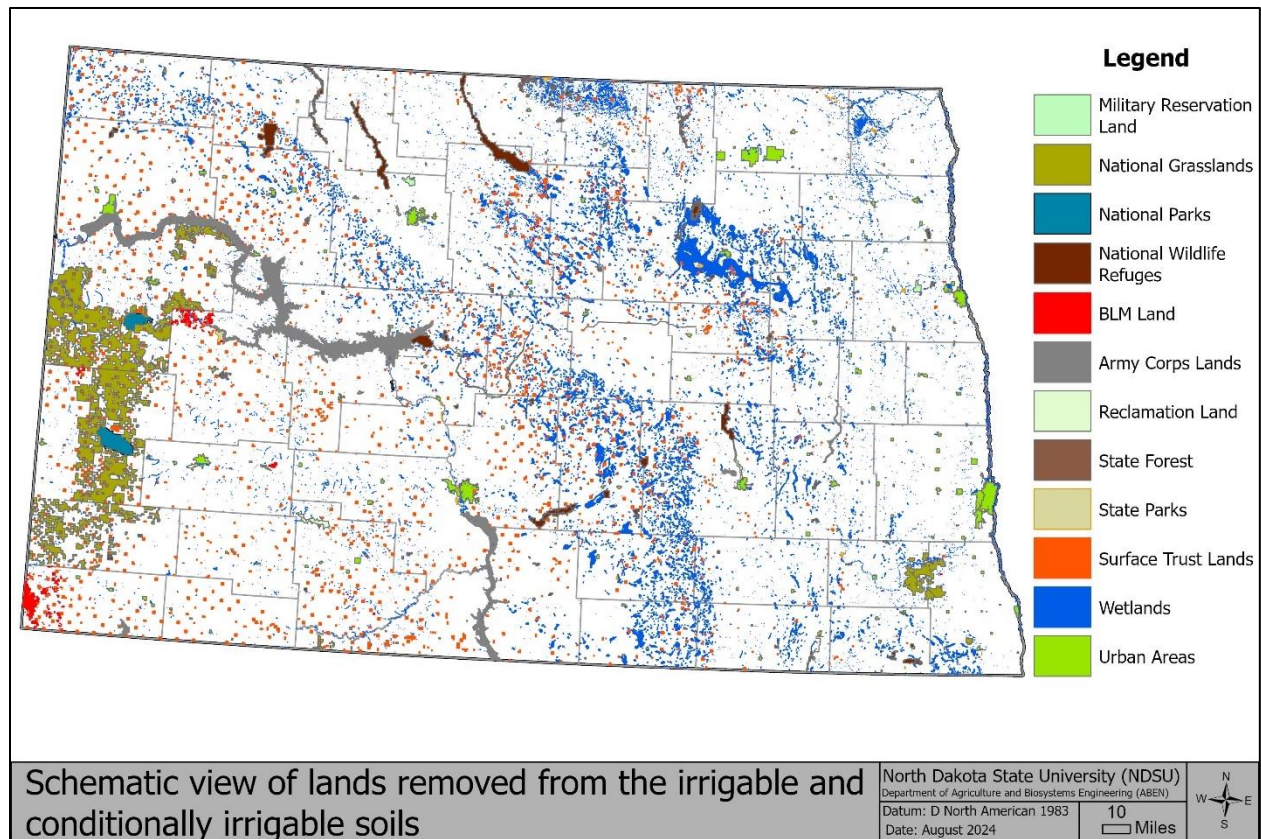


Figure 3.2. Schematic view of lands removed from the soil irrigability maps.

Figure 3.3 shows the map units of irrigable and conditionally irrigable soils, under the restrictive and permissive scenarios, after removing these land areas considered unavailable for irrigation. Table 3.2 provides a statewide summary of irrigable and conditionally irrigable acreage, which only saw a slight reduction under either scenario.

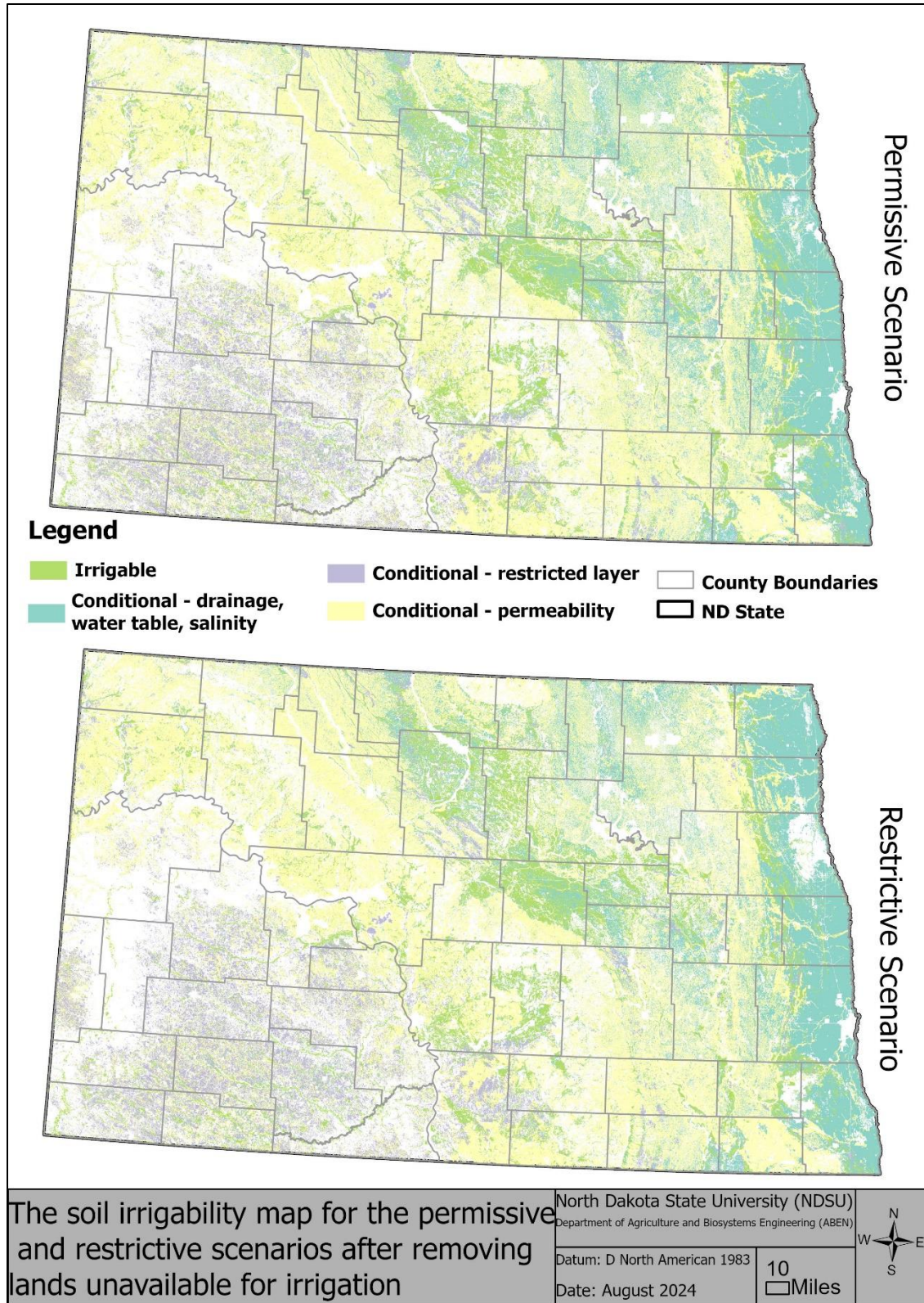


Figure 3.3. The soil irrigability map for the permissive and restrictive scenarios after removing lands unavailable for irrigation.

Table 3.2. Summary of soils after removing lands unavailable for irrigation.

Dominant condition	Permissive scenario (Million acres)		Restrictive scenario (Million acres)	
	Before	After	Before	After
<i>Irrigation Type</i>				
Irrigable	5.40	4.96	5.37	4.95
Conditional	27.64	24.38	25.11	23.12
<i>Irrigation Functional Group</i>				
Irrigable	5.40	4.96	5.37	4.95
Conditional – restricted layer	3.35	3.21	3.35	3.21
Conditional – permeability	15.15	14.15	14.88	13.93
Conditional – drainage, water table, salinity	9.14	7.02	6.88	5.98

3.2 Removing unsuitable land

Next, we removed the lands that were unsuitable for developing irrigation projects. We defined unsuitable lands as Public Land Survey System (PLSS) quarter-quarter (Q-Q) sections (Figure 3.4) featuring substantial intersections with railroads, roads, streams, rivers, overhead power transmission lines, buildings, or other structures. This is based on our assumption that a piece of land (in this case, a quarter-quarter section or 40 acres) featuring a large structure (such as a building or a wind turbine) or substantially bisected by railroads, roads, streams, rivers, or overhead transmission lines is unsuited for the installation of a center-pivot irrigation system.

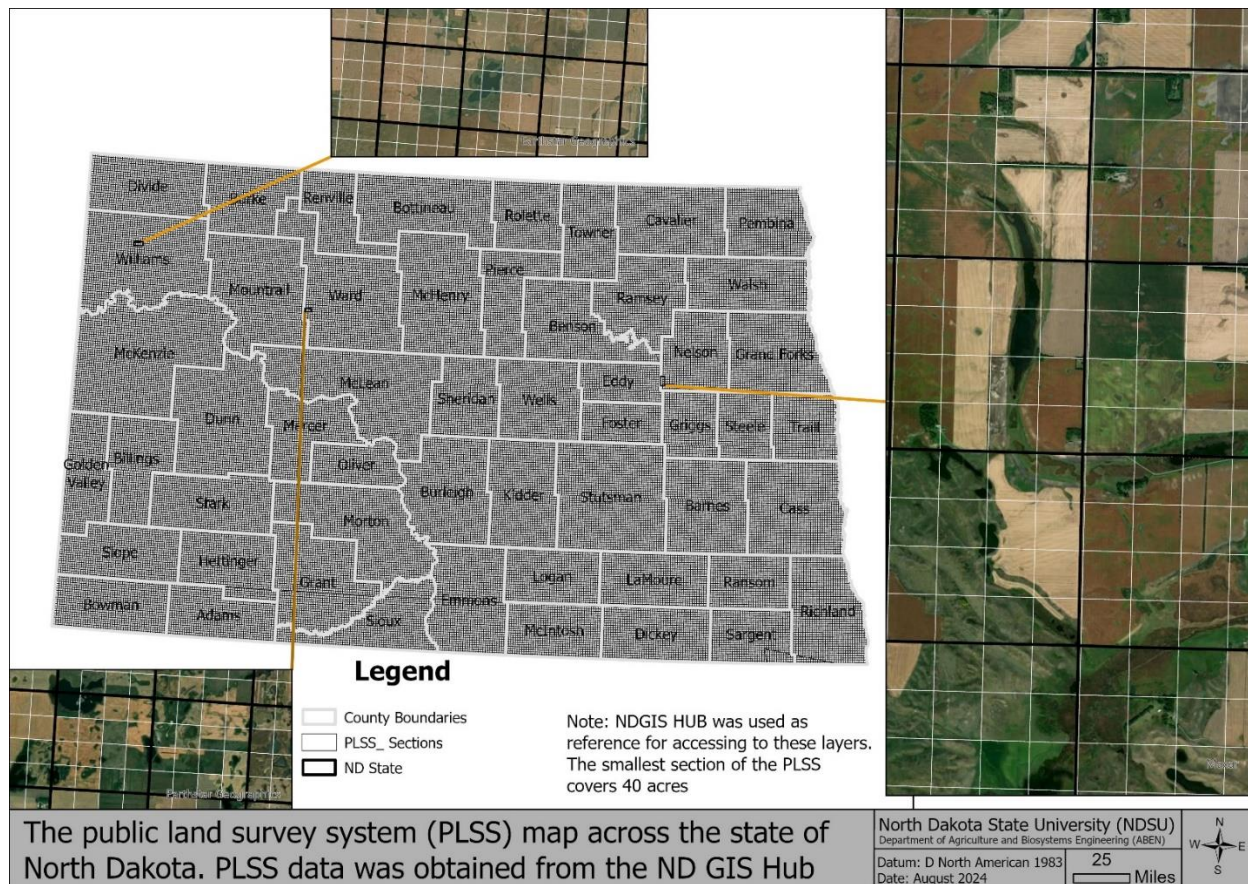


Figure 3.4. The public land survey system (PLSS) maps across the state of North Dakota. Note: The PLSS data was obtained from the North Dakota GIS Hub.

Road features, including (i) railroads, (ii) interstate, federal and state highways, and (iii) county roads, were downloaded from the ND GIS Hub and merged into a single layer (Figure 3.5). The 1:24K scale streams and rivers hydrography data (Figure 3.6) and locations of wind turbines (Figure 3.7) were also downloaded from the ND GIS Hub.

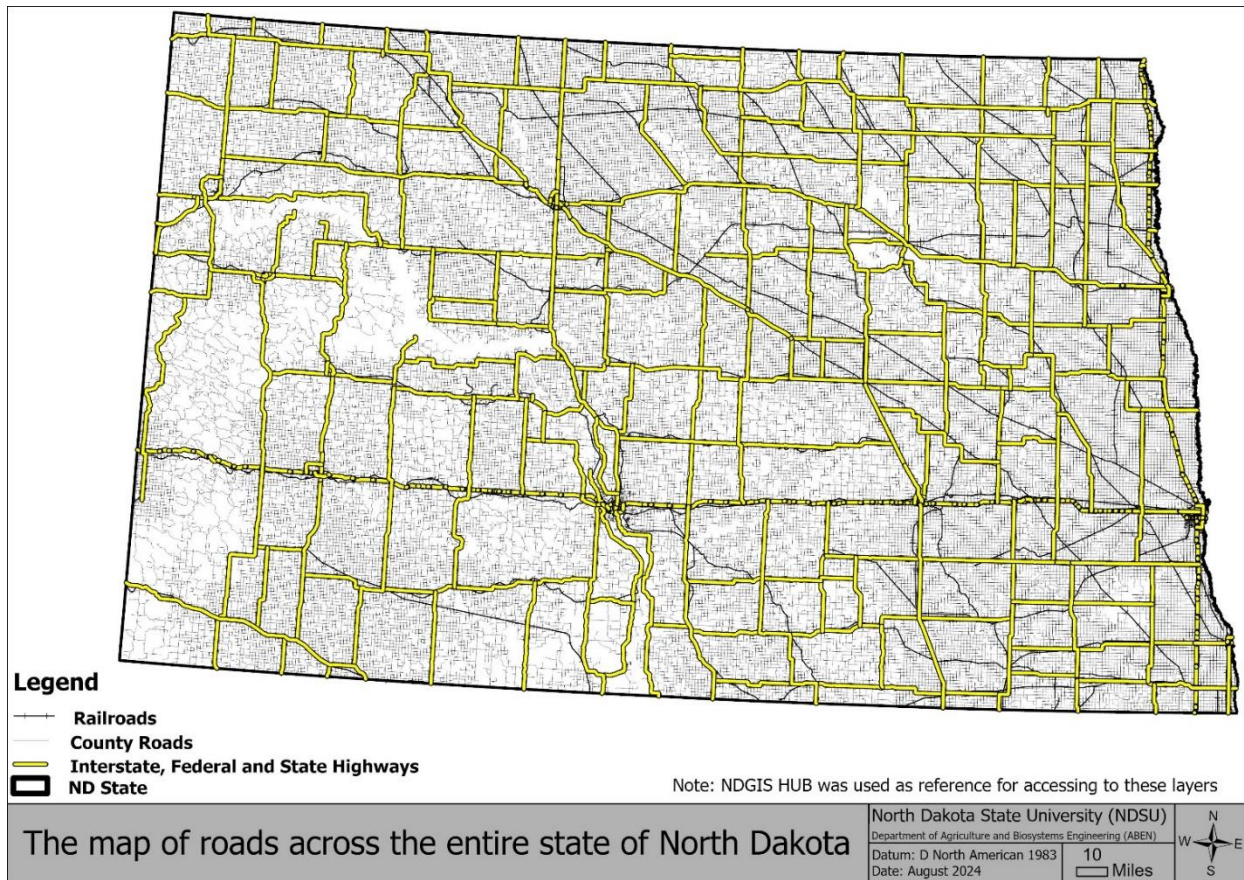


Figure 3.5. The road features across the state of North Dakota.

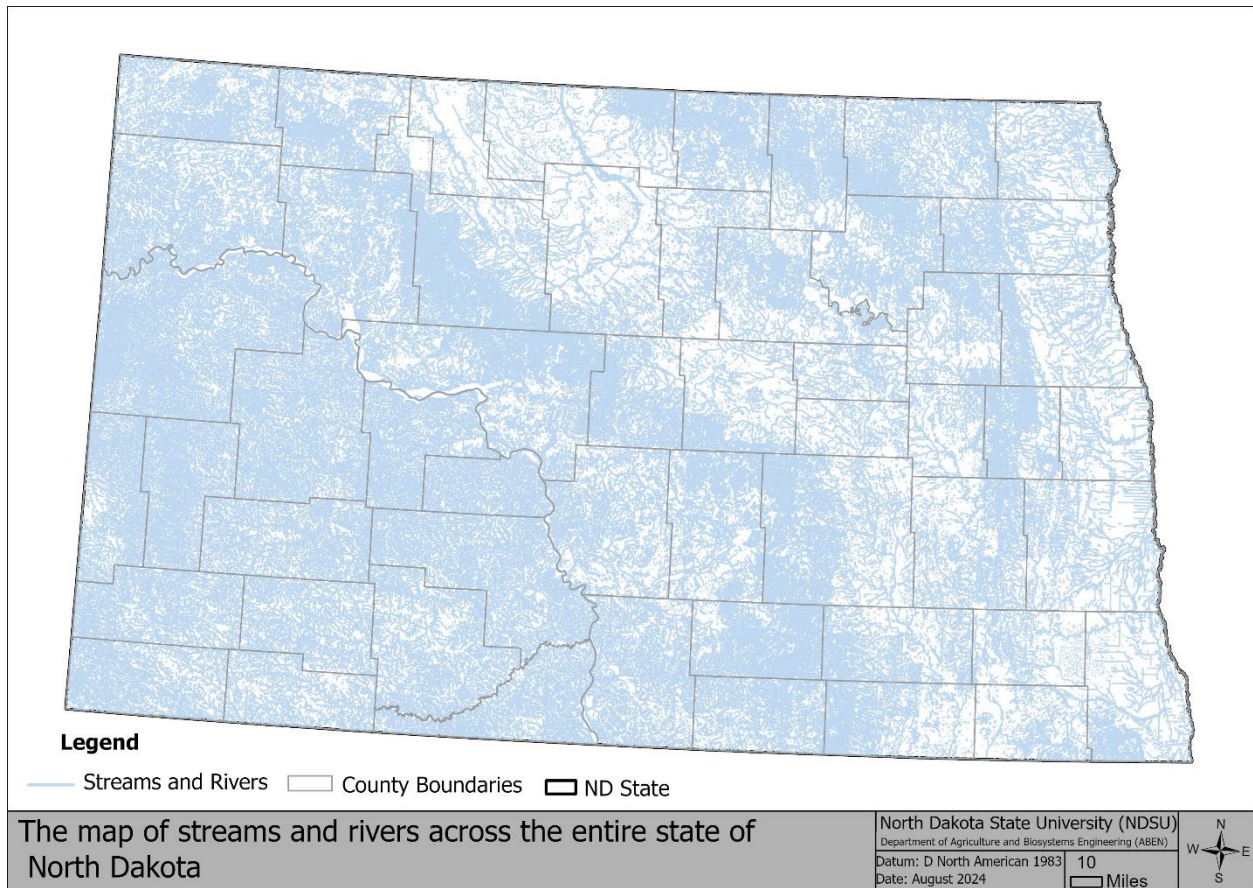


Figure 3.6. The streams and rivers across the state of North Dakota.

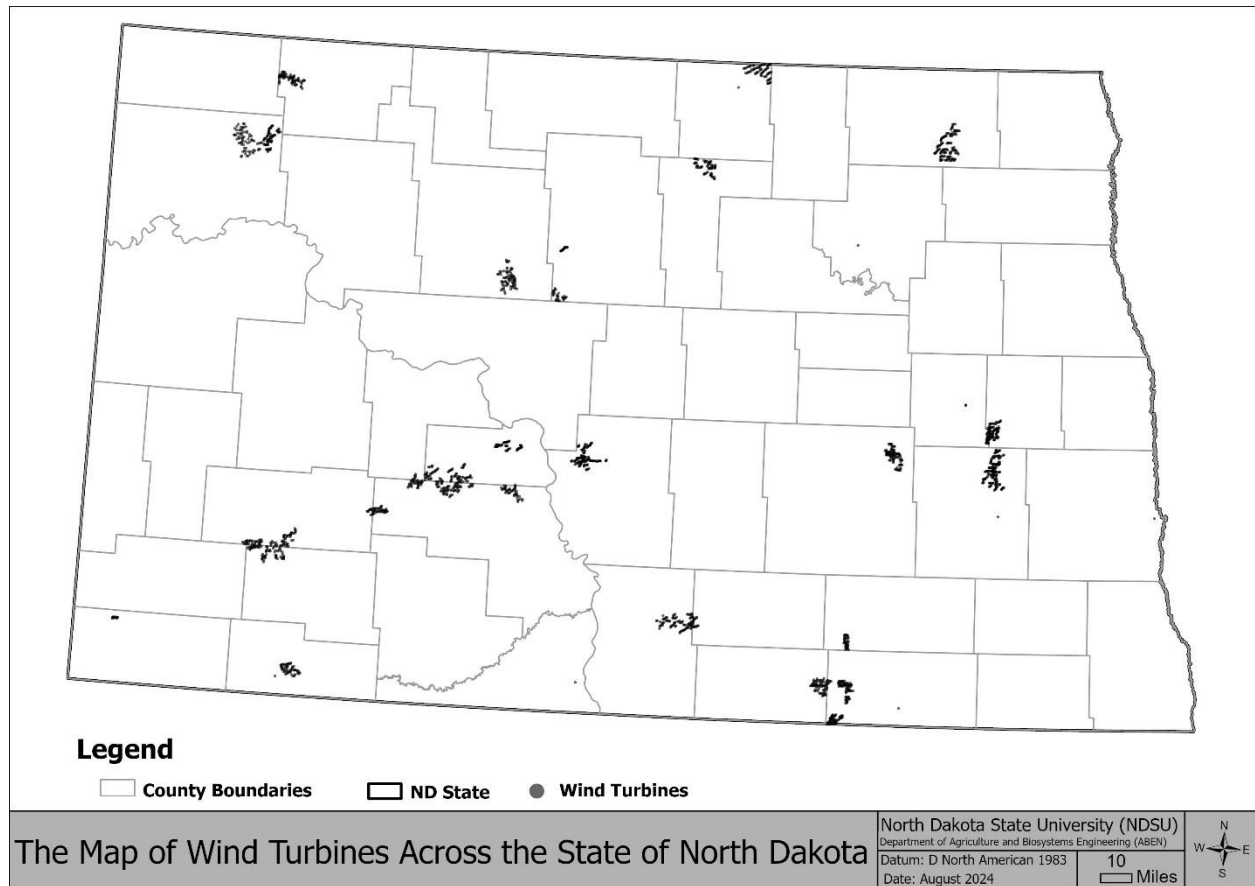


Figure 3.7. The locations of wind turbines across the state of North Dakota.

Additionally, North Dakota electric power transmission lines (Figure 3.8) were retrieved from the [Climate Mapping for Resilience and Adaptation](#). Building structures were obtained from the FEMA's USA Structures State GDB Download Site (Figure 3.9). This dataset uses FEMA's data and displays, for the United States and its territories, all structural footprints larger than 450 square feet.

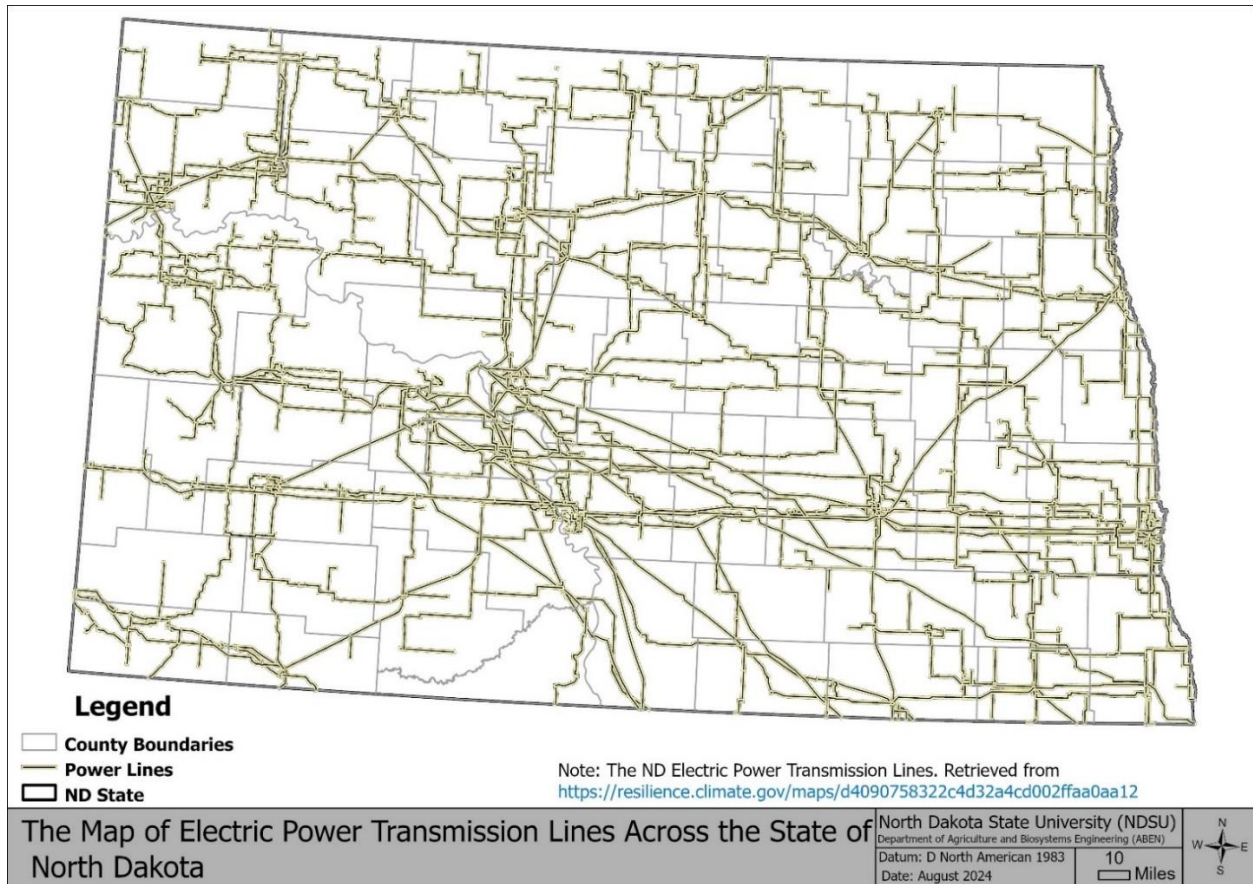


Figure 3.8. Electric power transmission lines across the state of North Dakota.

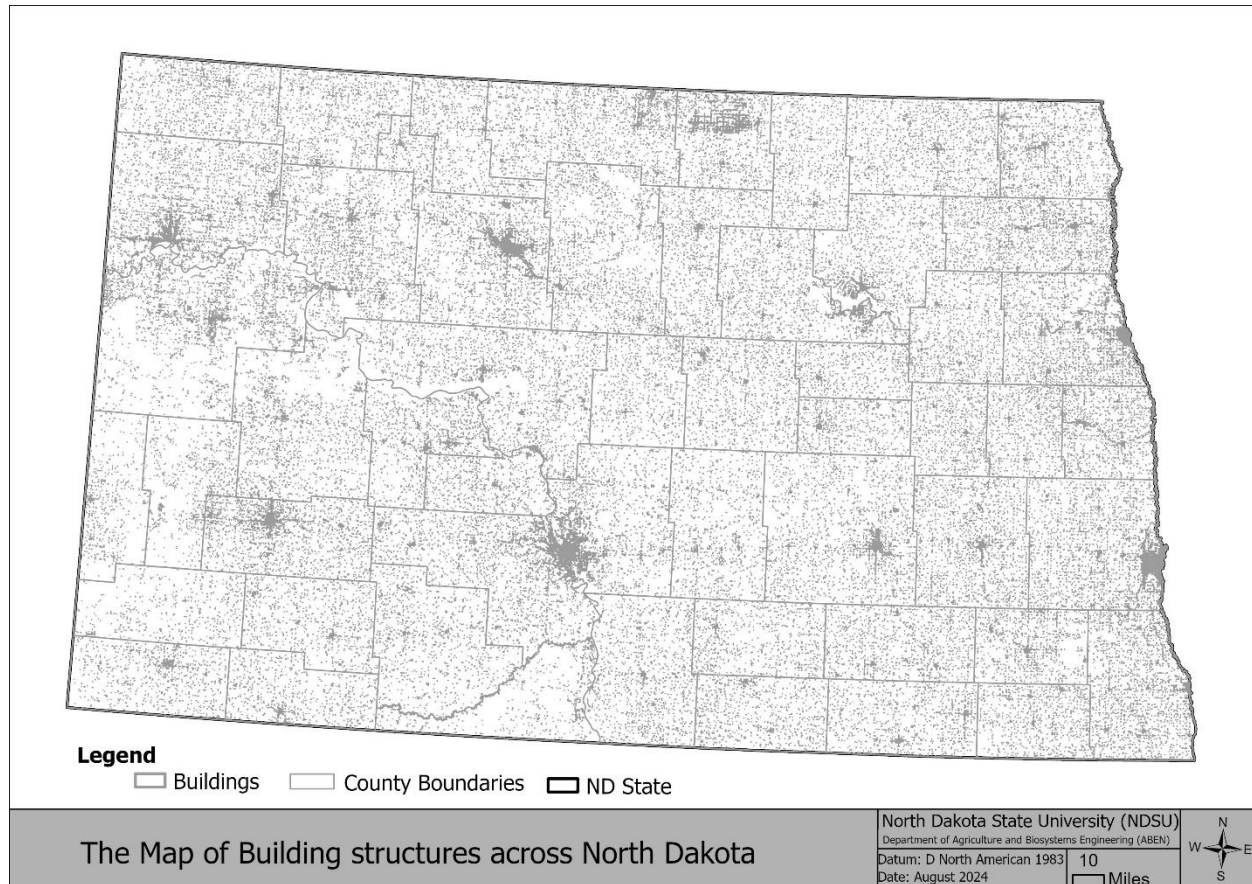


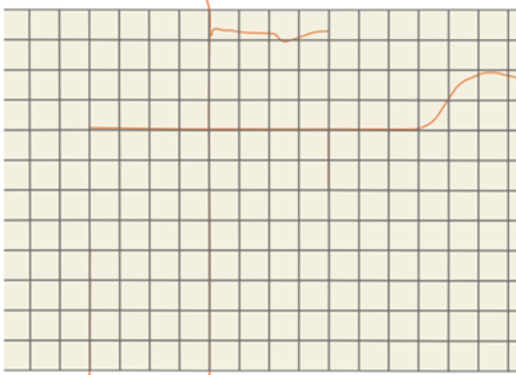
Figure 3.9. Building structures across the state of North Dakota.

Using the ‘Select By Location’ tool in ArcGIS Pro, we modified the PLSS Q-Q section layer by detecting and removing any parcel that contained one or more large structures such as buildings or wind turbines. Therefore, we assumed that the existence of a wind turbine or any building larger than 450 square feet on a PLSS Q-Q section would obstruct the implementation of an irrigation system. This is a conservative criterion, but we feel it is justified because many building structures are accompanied by additional infrastructure — such as driveways, windbreaks, or landscaping— that is unaccounted for in the building structures dataset. Furthermore, testing of a less conservative criterion had minimal impact on the number of PLSS parcels removed by this screening process.

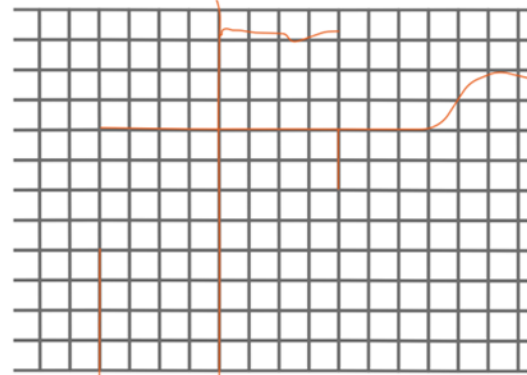
Figure 3.10 illustrates the steps taken to further modify the PLSS Q-Q section layer by removing any parcel featuring substantial intersections with any of the other obstacle layers (railroads, roads, streams, rivers, or overhead transmission lines). The PLSS layer (Figure 3.10a) was converted into a polyline layer and a 70-meter buffer was created around the polylines (Figure 3.10b). All polylines of the obstacle layers outside the 70-meter buffer were selected (Figure 3.10c) and used to remove the corresponding polygons of the Q-Q sections from the original PLSS layer (Figure 3.10d). This cleared the PLSS layer of all Q-Q sections where roads, power lines, streams, and rivers transected the parcel rather than running along a parcel boundary. The 70-meter buffer distance was chosen after comparisons against two additional buffer distances: 30 meters and 50

meters. The 70-meter buffer distance demonstrated better performance in excluding the PLSS Q-Q sections that intersected substantially with roads, power lines, streams, and rivers.

a) Roads and PLSS



**b) Roads and PLSS Lines
70m Buffer**



**c) Difference - Roads
(input) and PLSS Lines
70m Buffer (overlay)**



**d) Select by Location - Features
from PLSS that intersect Step 3
output, then DELETE**

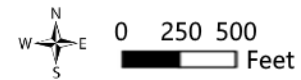
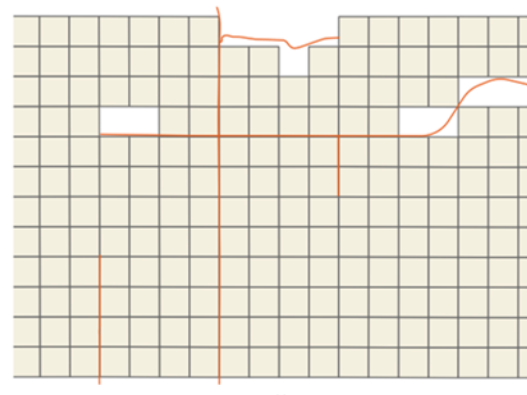


Figure 3.10. Cleaning the PLSS layer from roads, power lines, streams, and rivers.

The soil irrigability maps, minus lands unavailable for irrigation (Figure 3.3), were then clipped based on the modified PLSS Q-Q section layer. This workflow removed from the soil irrigability maps all soils within the PLSS parcels considered unsuitable for irrigation: where roads, power lines, streams, rivers, or large structures are obstacles to installing center-pivot sprinkler systems. Figure 3.11 displays the updated soil irrigability maps and Table 3.3 shows the updated statewide summary of irrigable and conditionally irrigable acreages, which were substantially reduced under both scenarios in this step.

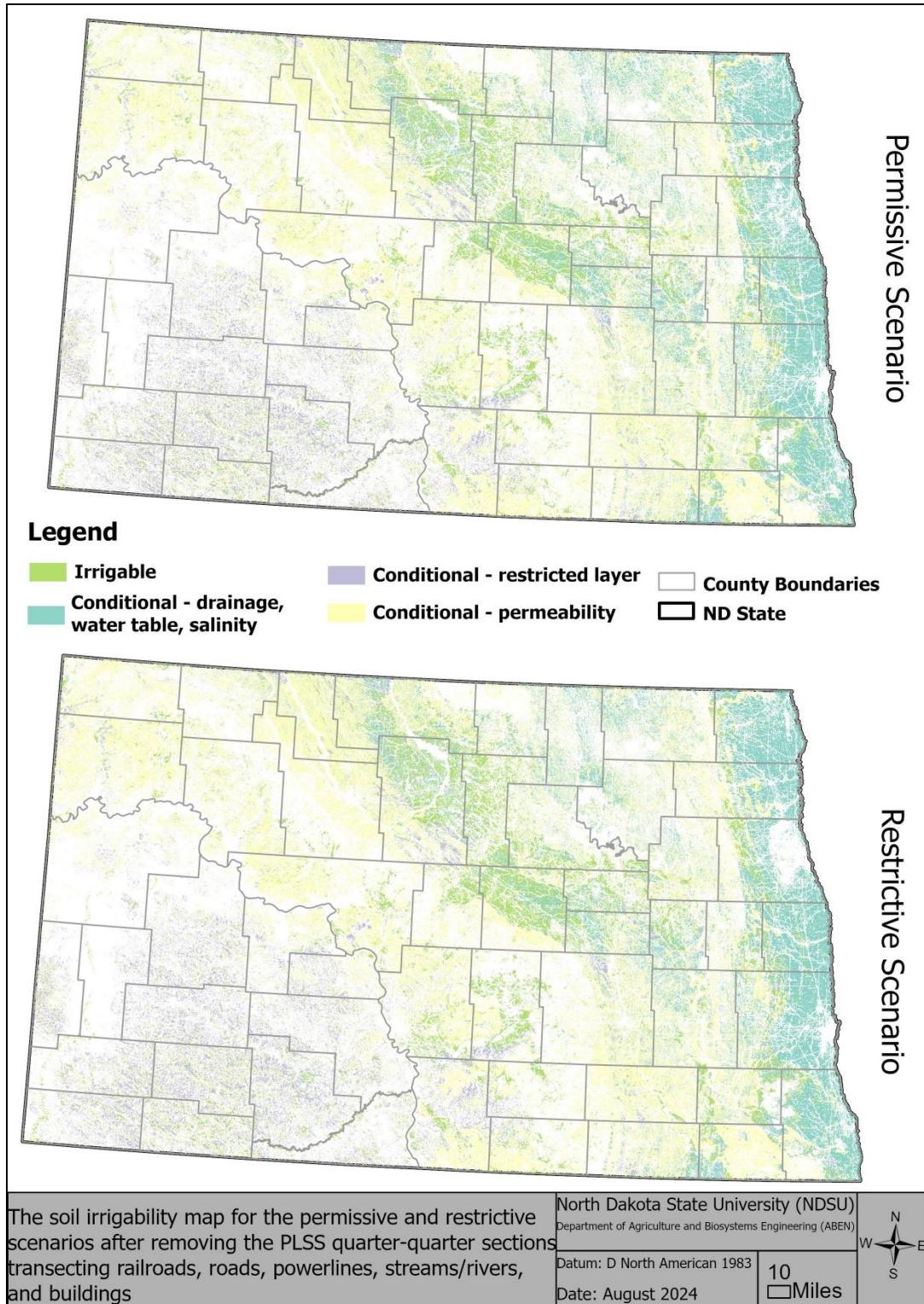


Figure 3.11. The soil irrigability map for the permissive and restrictive scenarios after removing lands unsuitable for irrigation by clearing the PLSS quarter-quarter sections transecting railroads, roads, powerlines, streams/ivers, and buildings.

Table 3.3. Soil parcels in each dominant condition after removing the PLSS quarter-quarter sections transecting railroads, roads, powerlines, streams, rivers, and large structures.

Dominant condition	Permissive scenario (Million acres)		Restrictive scenario (Million acres)	
	Before	After	Before	After
<i>Irrigation Type</i>				
Irrigable	4.96	3.03	4.95	3.05
Conditional	24.38	14.13	23.12	13.58
<i>Irrigation Functional Group</i>				
Irrigable	4.96	3.03	4.95	3.08
Conditional – restricted layer	3.21	1.89	3.21	1.89
Conditional – permeability	14.15	7.76	13.93	7.75
Conditional – drainage, water table, salinity	7.02	4.48	5.98	3.94

3.3 Summary

Figure 3.12 summarizes the statewide area reductions in irrigable and conditionally irrigable soils after removing the lands considered unavailable or unsuitable for irrigation. Table 3.4 summarizes, on a countywide and statewide basis, the areas of irrigable and conditionally irrigable soils considered available and suitable for developing irrigation projects. Statewide, there are about 17.0 million acres (~37.5%) of land available and suitable for irrigation.

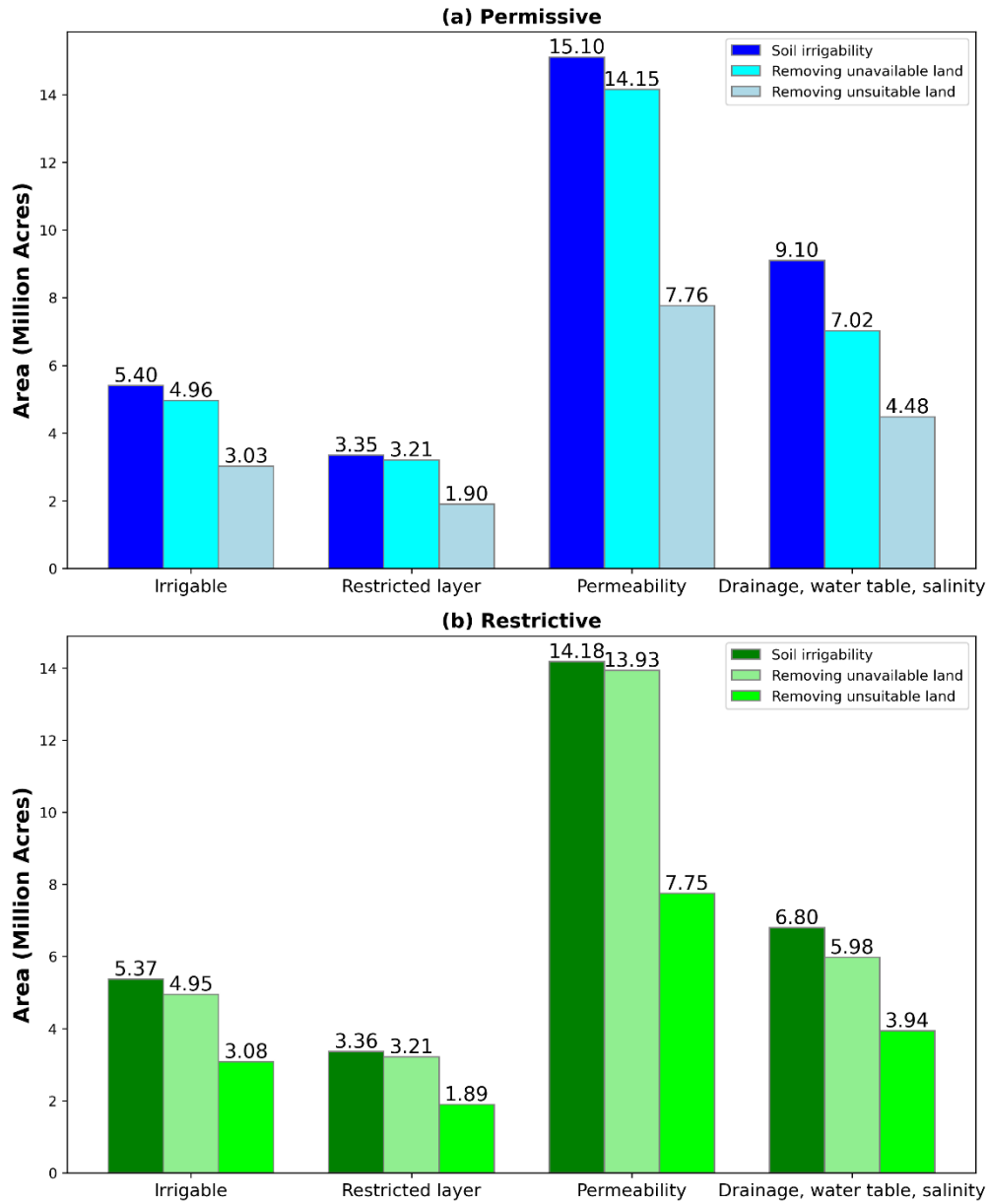


Figure 3.12. Land area reductions after removing unavailable and unsuitable lands under (a) permissive scenario and (b) restrictive scenario.

Table 3.4. Summary of irrigable and conditionally irrigable land available and suitable for developing irrigation projects.

County name	County area	thousand acres-----									
		Irrigable		Conditional – restricted layer		Conditional – permeability		Conditional – drainage, water table, salinity		Total Irrigable & Conditional	
		P ^a	R ^b	P	R	P	R	P	R	P	R
Adams	630	64.6	64.6	103.0	103.0	68.8	68.2	1.5	1.5	238.0	237.4
Barnes	970	33.5	33.5	4.1	4.1	259.7	262.9	173.9	143.2	471.1	443.6
Benson	910	115.0	121.4	1.4	1.4	153.2	155.3	107.5	84.2	377.1	362.3
Billings	740	9.7	9.5	28.6	28.6	6.2	6.0	0.2	0.2	44.6	44.3
Bottineau	1080	123.8	123.8	28.6	28.6	336.2	330.5	151.0	141.1	639.7	624.1
Bowman	750	41.8	41.8	113.8	113.7	38.0	37.6	0.4	0.4	194.0	193.4
Burke	720	10.8	10.8	2.6	2.6	165.0	165.0	34.0	31.0	212.4	209.3
Burleigh	1060	117.1	117.0	22.4	22.4	252.3	250.2	5.9	2.9	397.8	392.5
Cass	1130	60.2	60.2	11.6	11.6	106.7	106.7	509.7	485.0	688.2	663.5
Cavalier	960	11.2	11.2	0.0	0.0	206.1	206.0	199.6	155.8	417.0	373.1
Dickey	730	33.8	33.8	14.1	14.1	201.3	200.4	71.8	63.5	321.0	311.8
Divide	830	30.5	30.5	9.7	9.7	225.7	225.7	14.4	8.8	280.3	274.7
Dunn	1330	27.1	26.9	151.1	151.1	81.6	78.6	0.3	0.3	260.0	256.8
Eddy	410	101.7	103.7	4.9	4.9	35.7	34.8	51.6	47.5	193.9	190.9
Emmons	990	66.4	66.3	94.2	94.2	208.7	208.6	2.5	1.9	371.9	371.0
Foster	410	56.8	63.2	5.1	5.1	65.3	65.2	114.4	84.6	241.7	218.1
Golden Valley	640	6.9	6.6	72.0	72.0	49.3	48.9	0.1	0.1	128.3	127.5
Grand Forks	920	73.7	73.7	0.9	0.9	71.9	71.9	334.4	245.8	481.0	392.3
Grant	1060	84.9	84.2	198.3	198.3	42.1	41.4	2.2	2.1	327.4	326.1
Griggs	460	69.5	72.3	13.9	13.9	49.3	49.3	104.5	82.3	237.3	217.9
Hettinger	730	45.8	45.8	171.7	171.7	91.3	90.5	2.4	2.4	311.3	310.4
Kidder	910	137.9	137.9	28.1	28.1	95.1	95.1	12.9	11.2	274.0	272.3
LaMoure	740	18.8	18.8	7.6	7.6	300.2	299.9	37.0	27.5	363.6	353.7
Logan	650	44.6	44.6	19.3	19.3	91.2	91.2	4.1	3.2	159.2	158.3
McHenry	1220	271.1	270.9	70.5	70.5	155.1	155.1	128.3	112.2	625.0	608.7
McIntosh	640	49.7	49.7	13.6	13.6	155.2	155.2	4.2	2.8	222.7	221.3
McKenzie	1830	12.6	12.6	34.1	34.1	138.9	138.3	0.6	0.6	186.2	185.6
McLean	1490	80.1	80.1	14.2	14.2	406.7	406.5	6.5	4.8	507.5	505.6

County name	County area	Irrigable		Conditional – restricted layer		Conditional – permeability		Conditional – drainage, water table, salinity		Total Irrigable & Conditional	
		P	R	P	R	P	R	P	R	P	R
		----- thousand acres -----									
Mercer	710	23.2	23.2	34.3	34.3	89.0	88.7	0.7	0.4	147.2	146.5
Morton	1240	35.5	35.5	144.3	144.3	104.9	104.1	0.1	0.0	284.8	283.9
Mountrail	1240	35.0	34.9	3.4	3.4	309.4	309.2	15.4	12.9	363.1	360.3
Nelson	640	23.4	23.4	2.2	2.2	165.2	165.1	89.5	67.1	280.4	257.9
Oliver	470	15.7	15.7	46.4	46.4	58.6	58.4	0.7	0.5	121.4	120.9
Pembina	720	30.2	30.2	0.6	0.6	36.9	36.9	388.2	374.5	456.0	442.3
Pierce	690	203.2	210.6	8.2	8.2	58.9	59.3	68.5	51.3	338.8	329.4
Ramsey	840	3.0	3.0	0.3	0.3	161.1	161.1	131.1	101.8	295.5	266.2
Ransom	550	76.7	76.7	3.5	3.5	129.8	129.5	74.1	69.3	284.1	279.0
Renville	570	8.1	8.1	8.8	8.8	316.1	315.9	39.6	38.4	372.7	371.2
Richland	920	68.0	68.0	9.1	9.1	61.7	66.1	393.2	379.5	532.1	522.8
Rolette	600	39.3	39.4	6.7	6.7	83.2	83.3	54.8	47.4	184.0	176.8
Sargent	550	41.7	41.7	5.0	5.0	182.5	186.0	75.4	63.7	304.6	296.4
Sheridan	640	65.0	69.1	3.9	3.9	106.7	107.0	24.0	12.9	199.6	192.8
Sioux	720	33.4	32.7	64.7	64.7	47.7	47.2	0.1	0.0	145.8	144.6
Slope	780	36.2	35.9	99.8	99.8	50.7	50.3	0.2	0.2	187.0	186.2
Stark	860	25.0	24.9	158.1	158.1	40.4	39.9	0.5	0.5	224.0	223.4
Steele	460	32.0	32.0	4.1	4.1	84.0	84.0	71.5	65.3	191.5	185.4
Stutsman	1470	38.3	38.3	23.8	23.8	371.2	371.3	108.4	88.6	541.6	522.0
Towner	660	8.8	8.8	4.0	4.0	106.9	106.9	156.6	134.3	276.4	254.0
Traill	550	35.5	35.5	2.5	2.5	18.4	18.4	338.1	333.0	394.5	389.4
Walsh	830	30.7	30.7	5.1	5.1	151.1	150.3	253.2	237.3	440.2	423.5
Ward	1310	22.4	22.3	2.3	2.3	422.4	419.7	25.4	21.7	472.5	466.0
Wells	820	246.6	246.9	0.2	0.2	118.2	117.6	93.0	89.0	458.0	453.7
Williams	1370	55.3	55.0	18.5	18.5	432.8	432.7	7.6	5.1	514.2	511.4
----- million acres -----											
ND State	45.3	3.03	3.05	1.89	1.89	7.76	7.75	4.48	3.94	17.18	16.65

^a Permissive^b Restrictive

Figure 3.13 shows the areas of irrigable and conditionally irrigable soils in each county under the permissive and restrictive scenarios. The asterisk (*) on the figure indicates those counties where the acreage totals between the two scenarios differ by more than 5%.

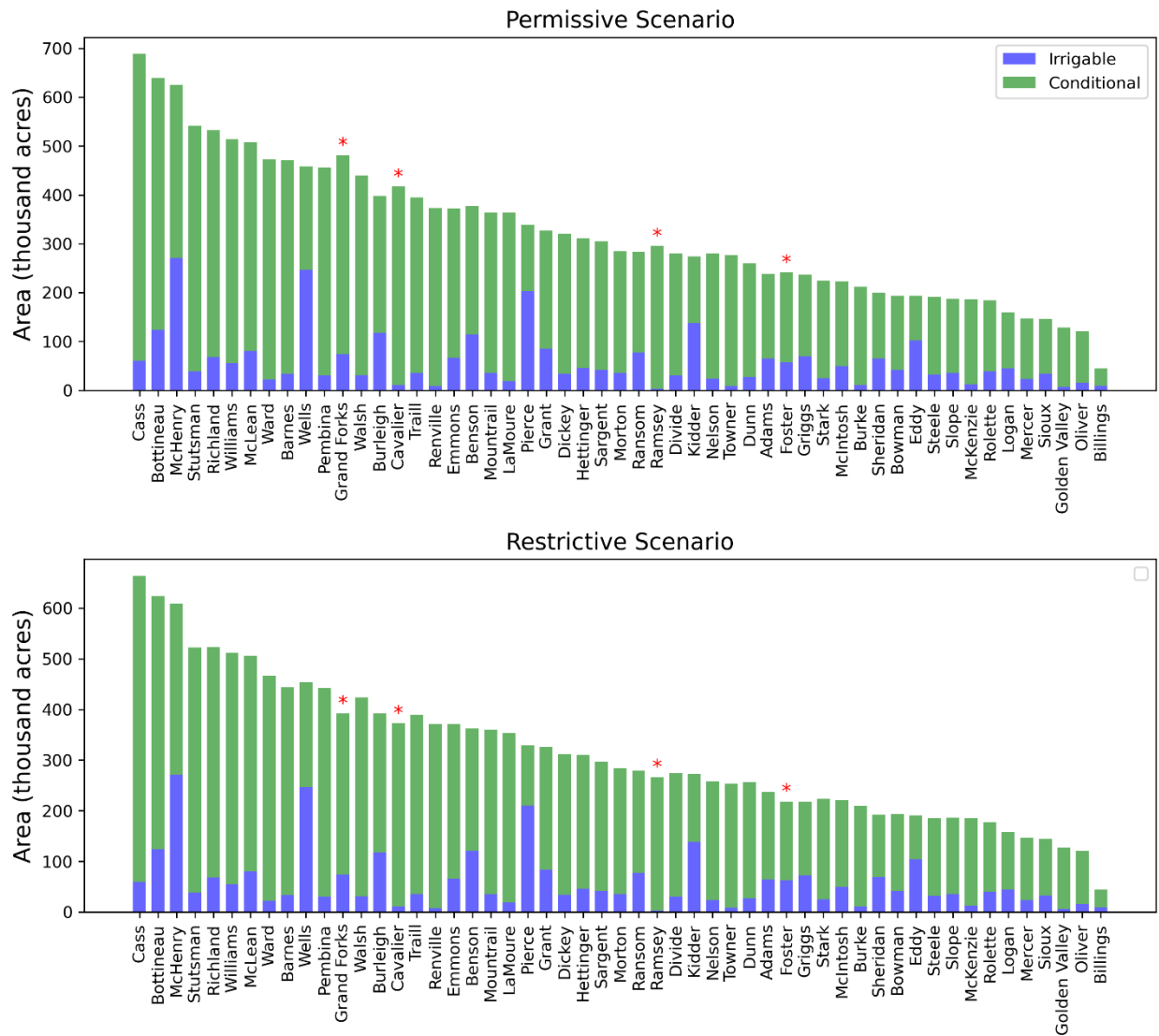


Figure 3.13. Irrigable and conditionally irrigable acreages in North Dakota counties.

4 Phase III – Water and Power Availability

4.1 Estimating existing irrigated cropland

We employed two methods to identify the existing irrigated lands in North Dakota. The first method was to apply the object detection deep learning model, Mask R CNN (convolution neural network), to process the Landsat 8 satellite images to identify and estimate the locations and irrigated areas of the existing center-pivot irrigation systems. The method is described in detail in Appendix A.2. The second method was to compile the 2017 and 2022 Census of Agriculture data (NASS, 2022b) and the active perfected irrigation permits issued by the North Dakota Office of State Engineer. It should be noted that the first method only identified the areas irrigated by center-pivot sprinkler systems. In contrast, the second method included all irrigated lands including flooding and water-spreading surface irrigation methods. The county-level results from the two methods are compared in Table 4.1. The locations of the identified center-pivot systems are shown in Figure 4.1.

Table 4.1. Estimation of existing irrigated lands in North Dakota.

County	Area	Identified center-pivot systems		NASS (2017)	NASS (2022)	Active irrigation permits
	thousand acres	count	area (acres)	area (acres)	area (acres)	area (acres)
Adams	633	0	0	0	0	179
Barnes	969	5	633	2,481	2,343	2,210
Benson	912	27	3,311	2,028	1,158	3,843
Billings	738	0	0	0	0	1,330
Bottineau	1,087	0	0	29	4	1,113
Bowman	747	8	862	878	373	2,899
Burke	722	0	0	0	0	77
Burleigh	1,068	29	3,097	4,001	5,740	9,383
Cass	1,131	16	1,953	13,871	11,724	14,081
Cavalier	966	0	0	318	2,592	33
Dickey	731	129	15,570	14,813	15,650	19,737
Divide	829	28	3,661	2,265	2,348	3,644
Dunn	1,332	0	0	788	117	3,986
Eddy	412	8	864	0	0	1,419
Emmons	996	59	6,803	10,090	8,404	15,246
Foster	414	6	801	2,788	1,681	6,500
Golden Valley	641	3	363	1,106	19	2,036
Grand Forks	921	194	23,280	27,498	25,594	30,843
Grant	1,066	14	1,028	2,146	2,793	16,751
Griggs	459	26	3,313	1,504	2,408	6,308
Hettinger	726	0	0	0	0	585

Kidder	917	240	30,126	23,722	23,888	36,338
LaMoure	737	64	6,800	5,528	5,795	8,170
Logan	647	26	3,346	2,372	718	4,112
McHenry	1,223	78	9,738	6,226	5,965	12,085
McIntosh	637	5	558	694	0	413
McKenzie	1,830	90	8,795	26,683	36,902	20,749
McLean	1,490	123	14,159	8,098	6,679	11,299
Mercer	712	43	5,504	2,431	2,326	9,738
Morton	1,245	33	2,814	4,684	5,529	4,829
Mountrail	1,242	0	0	9	450	1,584
Nelson	646	13	1,324	2,884	2,084	3,167
Oliver	468	34	3,976	2,734	4,793	7,968
Pembina	718	17	1,880	1,449	3,539	3,533
Pierce	693	4	636	782	470	628
Ramsey	842	0	0	0	0	506
Ransom	553	180	21,269	28,943	16,817	28,498
Renville	571	0	0	6	0	175
Richland	925	27	3,337	6,093	6,118	5,170
Rolette	601	4	596	967	820	793
Sargent	555	97	12,512	16,773	8,702	18,432
Sheridan	644	17	1,850	0	0	380
Sioux	722	17	1,836	0	0	361
Slope	780	1	198	0	0	1,594
Stark	858	0	0	476	35	904
Steele	458	15	1,923	6,621	5,828	9,371
Stutsman	1,471	43	5,363	4,209	4,357	7,843
Towner	667	0	0	0	0	236
Traill	552	0	0	0	0	777
Walsh	828	21	2,879	1,741	1,632	3,529
Ward	1,316	5	759	523	598	2,637
Wells	826	0	0	1,010	840	952
Williams	1,375	104	11,927	21,065	16,337	41,468
North Dakota	45,248	1,853	219,658	263,327	244,170	390,439

Table 4.1 shows that 18 North Dakota counties (Adams, Billings, Bottineau, Burke, Eddy, Golden Valley, Hettinger, McIntosh, Mountrail, Pierce, Ramsey, Renville, Rolette, Slope, Stark, Towner, Traill, and Wells) have less than 1,000 acres of irrigated land. In contrast, eight counties (Dickey, Grand Forks, Kidder, McKenzie, McLean, Ransom, Sargent, and Williams) have more than 10,000 acres of irrigated land. The remaining 27 counties have about a few thousand acres of irrigated land. It is interesting to note that Sheridan and Sioux counties each have about 2,000 acres

identified as irrigated lands but less than 400 acres of active permits and no reported irrigated acres in the NASS' Census of Agriculture. In contrast, Barnes, Cass, Foster, McKenzie, Steele, and Williams counties have considerably fewer identified irrigation acres than the reported ones. Cavalier and McKenzie counties have considerably fewer acreages of active irrigation permits than the reported acreages of irrigated land.

According to the compiled active irrigation permits, about 85% of the approved acreages are irrigated using center-pivot sprinkler systems statewide, and the remaining are using flooding and water-spreading surface irrigation methods. Approximately one-third of the approved acreages use surface water while two-thirds use groundwater as an irrigation water source (not shown in the table).

4.2 Feasible parcels for irrigation development

Since irrigation development for conditionally irrigable soils *due to poor drainage, high water table, and salinity* requires large-scale drainage for management, which would require additional infrastructure and greater long-term planning and be subject to intense regulatory scrutiny (Olson and Schuh, 1995), we excluded this type of conditional soils from further analysis. Figure 4.1 presents the soil irrigability maps under the permissive scenario after removing conditional soils due to drainage, water table, and salinity, which are mostly found in the Red River Valley counties such as Cass, Grand Forks, Pembina, Richland, Traill, and Walsh. It should be noted that after excluding this category of conditional soils, the coverages of soil irrigability maps under the permissive and restrictive scenarios are very similar. Therefore, only the results under the permissive scenario will be shown from here forward.

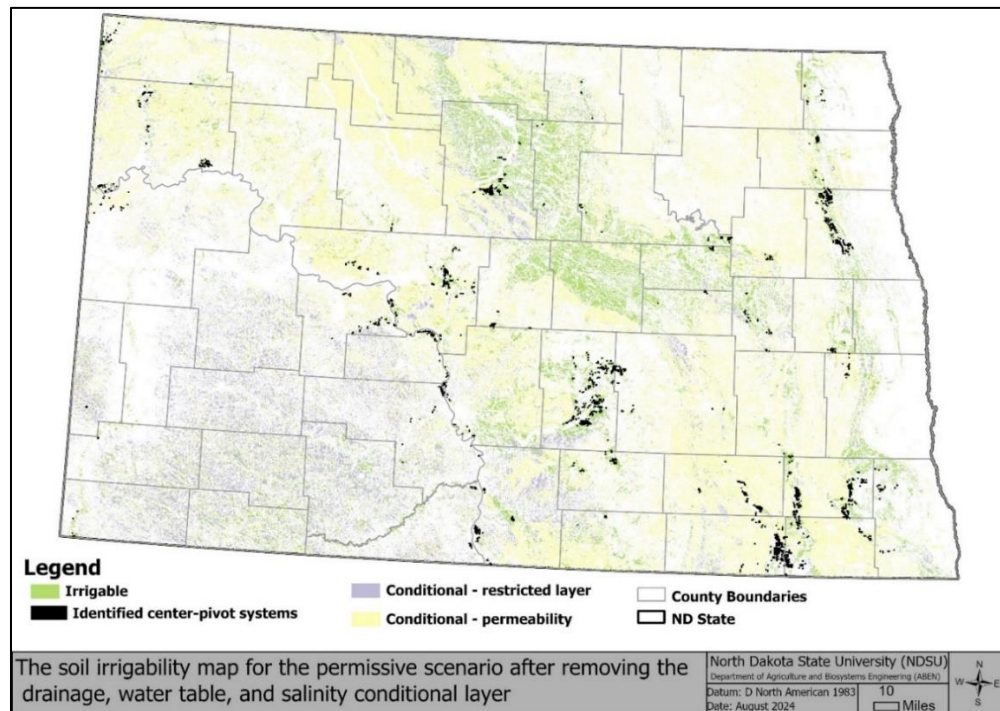


Figure 4.1. Soil irrigability maps under permissive scenarios after excluding the conditional soils due to drainage, water table, and salinity.

The modified PLSS layer served as the base for creating a feasibility map for deploying irrigation systems across North Dakota. This layer was merged into the soil irrigability map and the total areas of the irrigable and conditional soils were calculated for each PLSS unit. By dividing these areas by the total area of each PLSS unit, we obtained the percentage of land that is irrigable or conditionally irrigable for each PLSS Q-Q section (left panel of Figure 4.2). For further analysis we only accept the PLSS Q-Q sections that contain 90% or more irrigable or conditionally irrigable soils (right panel of Figure 4.2) (Scherer et al., 2023).

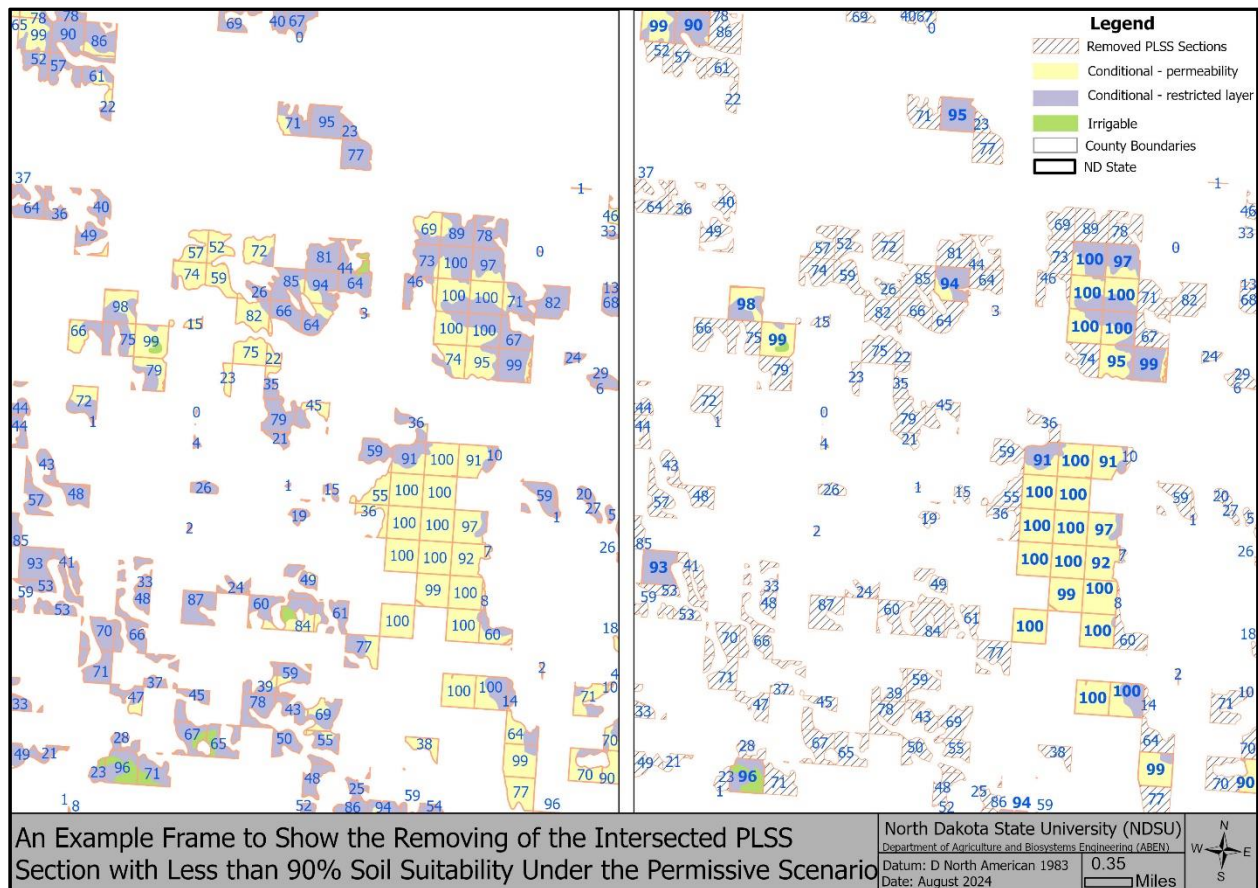


Figure 4.2. Land parcels with less than 90% of irrigable and conditional soils deemed not feasible for irrigation development.

4.3 Irrigation development potential from surface water sources

Irrigation development has two main limiting factors: suitable soil and suitable water. There are two types of water sources for irrigation development in North Dakota – surface water and groundwater. Although other lakes and streams have been permitted for irrigation water use in the past, the most reliable surface water resource for irrigation in North Dakota is the Missouri River system within the state, which includes the Missouri River mainstem, major tributaries, major lakes such as Lake Sakakawea, Lake Oahe, and Lake Audubon, and the McClusky canal which diverts water from the Missouri River (Olson and Schuh, 1995).

Therefore, in terms of surface water availability, we only consider lands near the Missouri River system for irrigation development in this study. The proximity requirements for surface water include (1) static lift for water transport cannot exceed 260 feet, and (2) irrigation must be within five miles of the water source (Olson and Schuh, 1995).

The static lift limit refers to the elevation difference between the water surface and the highest point along the water delivery path to the land. We adopted the Relative Elevation Model (REM) method to calculate the static lift for the lands in the Missouri River corridor. The details of the REM method are further explained in Appendix A.3. The PLSS Q-Q sections within 5 miles of the Missouri River system and McClusky Canal were selected as shown in Figure 4.3.

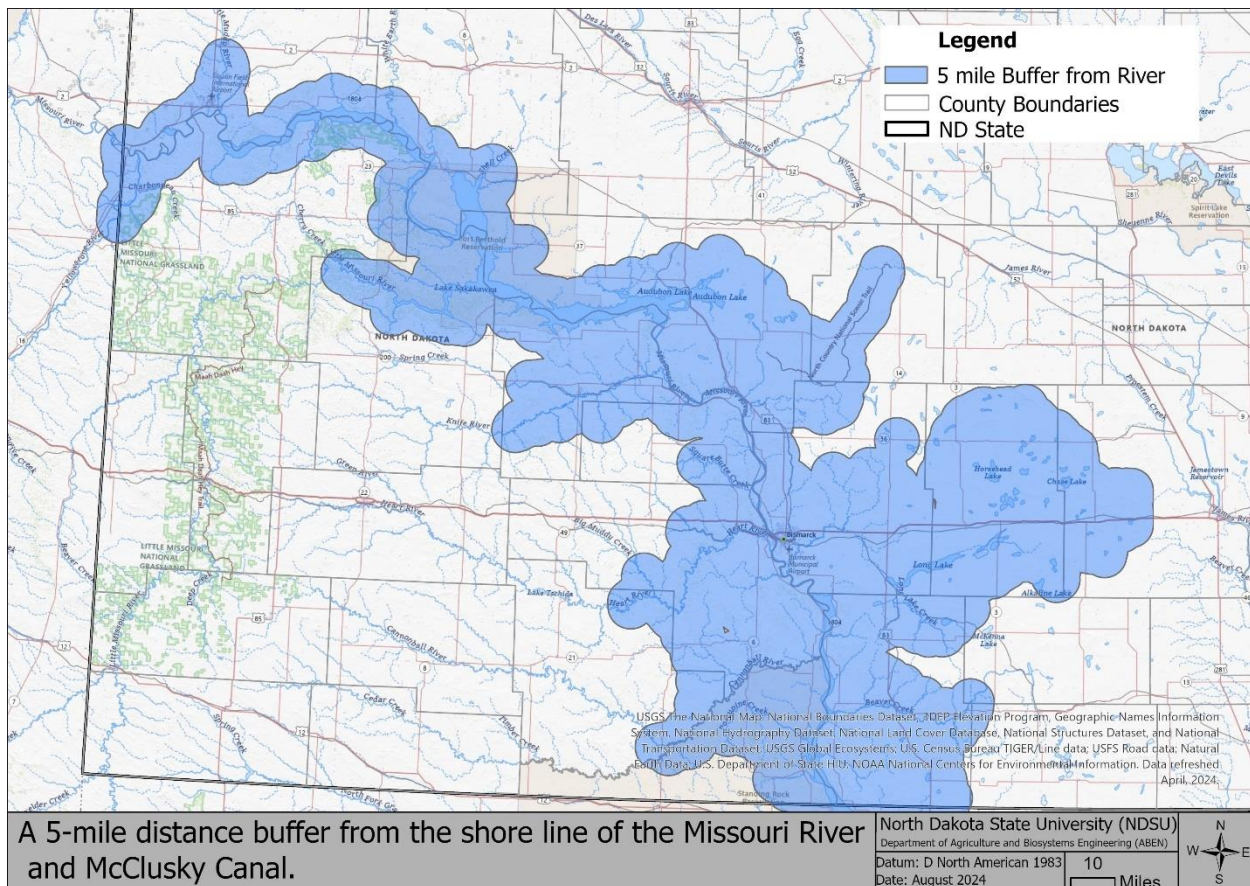


Figure 4.3. A 5-mile distance buffer from the shorelines of the Missouri River system, including mainstem, major tributaries and lakes, and McClusky Canal, within North Dakota.

Figure 4.4 shows the PLSS Q-Q parcels that meet the following conditions: (1) within 5 miles of the Missouri River system or McClusky Canal, (2) having no more than 260 ft of static lift along their straight-line path to the river system or canal, and (3) having 90% or more of their areal

extent¹ consisting of irrigable or conditional soils under permissive scenarios. These land parcels have the potential to develop irrigation projects.

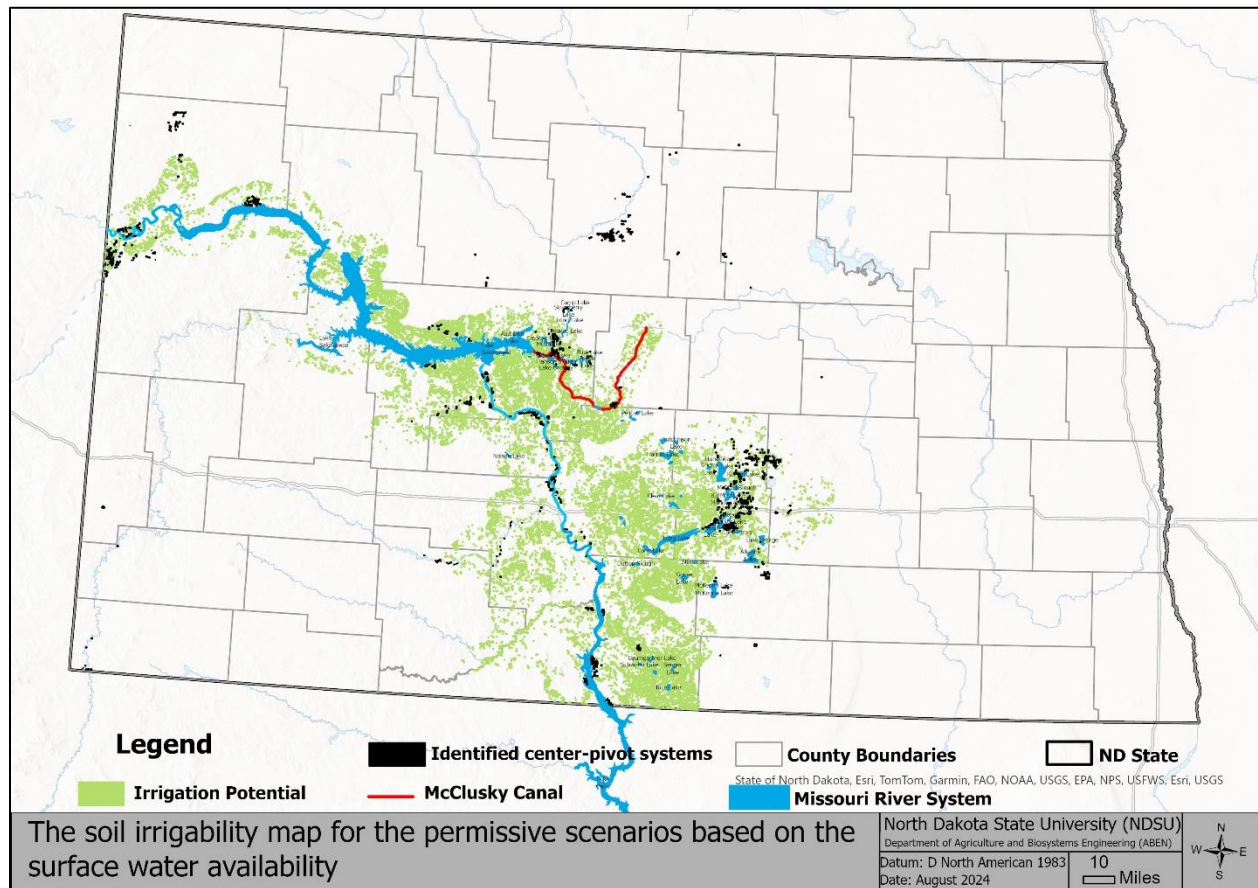


Figure 4.4. The potential lands for irrigation development along the Missouri River corridor.

Table 4.2 summarizes the areas for each class of soil irrigability across these parcels in the 17 counties along the Missouri River system and McClusky Canal. Results for the restrictive scenario are similar and not shown here. In this region, there are about 1.05 million acres of land that may be irrigated using the water from the Missouri River. Burleigh, Emmons, Kidder, and McLean counties have the most land areas, whereas Dunn, Grant, Logan, and McIntosh have the least areas.

¹ We adopted the dominant condition, rather than the dominant component, method in the SSURGO database to create the soil irrigability maps. This approach may not represent the exact spatial coverage under some peculiar situations.

Table 4.2. Areas of land parcels for potential irrigation development along the Missouri River corridor under the permissive scenario.

County	Conditionally Irrigable Soils		Irrigable Soils	Total
	Permeability	Restricted Layer		
	-----thousand acres -----			
Burleigh	91.9	7.6	49.5	149.0
Dunn	3.1	2.3	1.1	6.5
Emmons	137.5	44.1	38.3	219.9
Grant	1.3	5.3	5.6	12.2
Kidder	45.2	10.1	64.7	120.0
Logan	4.2	1.5	1.9	7.6
McIntosh	0.6	0.6	0.6	1.9
McKenzie	26.3	0.3	1.4	28.0
McLean	175.3	8.4	34.0	217.7
Mercer	43.1	10.3	11.1	64.5
Morton	31.5	26.6	11.5	69.6
Mountrail	26.2	0.7	2.3	29.2
Oliver	17.2	9.1	4.8	31.1
Sheridan	8.2	0.1	9.8	18.2
Sioux	8.2	8.0	8.4	24.6
Stutsman	8.0	0.1	5.1	13.2
Williams	29.4	0.9	7.3	37.6
-----million acres -----				
Total	0.66	0.14	0.26	1.05

4.4 Irrigation development potential from groundwater sources

The unconsolidated glaciofluvial aquifers across North Dakota generally have good water quality, and most of them can be and have been developed for irrigation water use. The shapefile of these aquifers resulting from the Department of Water Resources' managed aquifer recharge (MAR) project (Patch, 2024) was used to evaluate groundwater suitability for irrigation by considering both quality and quantity. For groundwater quality, aquifers with a median TDS (Total Dissolved Solids) concentration less than 1,500 mg/L were considered good for irrigation, while those with a median TDS concentration greater than 1,500 mg/L were considered unsuitable for irrigation (Figure 4.5).

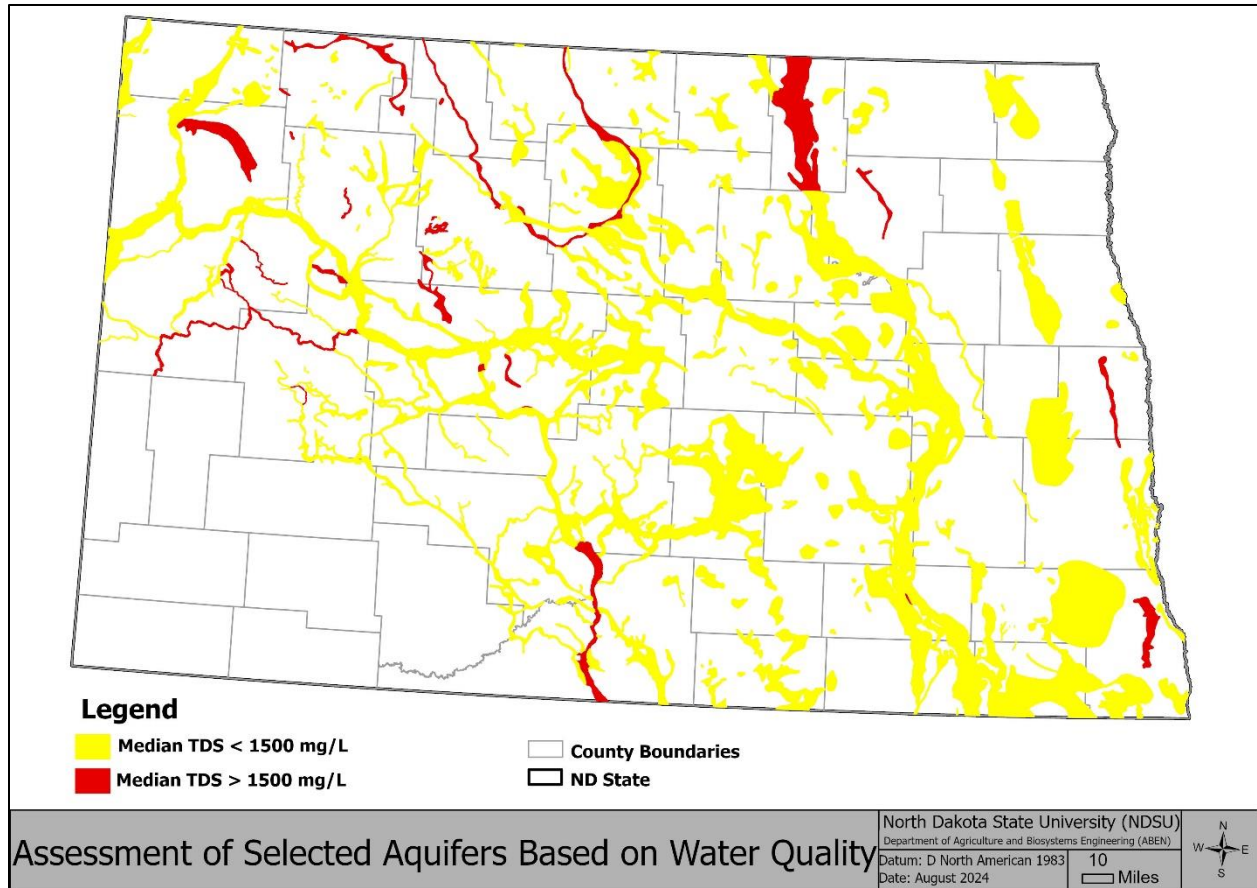


Figure 4.5. Water quality of the glaciofluvial aquifers in North Dakota. TDS - Total Dissolved Solids.

For groundwater quantity, aquifers were ranked as “Excellent”, “Very Good”, “Good”, “Fair”, or “Poor” in terms of the aquifer’s recharge potential, with higher recharge potential reflecting less water availability (Figure 4.6). The aquifers with MAR rankings of “Excellent” and “Very Good” were deemed insufficient for irrigation, whereas the aquifers with MAR rankings of “Fair” and “Poor” were considered abundant for irrigation. For the aquifers ranked as “Good”, there exists significant development but no current need for substantial MAR enhancement. This rating is given when MAR could be generally effective and appropriate in limited site-specific areas and during drought cycles. Aquifers in this category typically have stable (or rising) water-level trends but may be susceptible if future large-scale development may lead to downward water-level trends. However, with MAR enhancement, these aquifers may allow additional appropriation to occur without violating the prior appropriation doctrine (Patch, 2024). Examples of these aquifers include Elk Valley-Inkster-Fordville, Page, Sheyenne Delta, Spiritwood-LaMoure, Spiritwood-Oakes, Oakes, New Rockford, and Central Dakota.

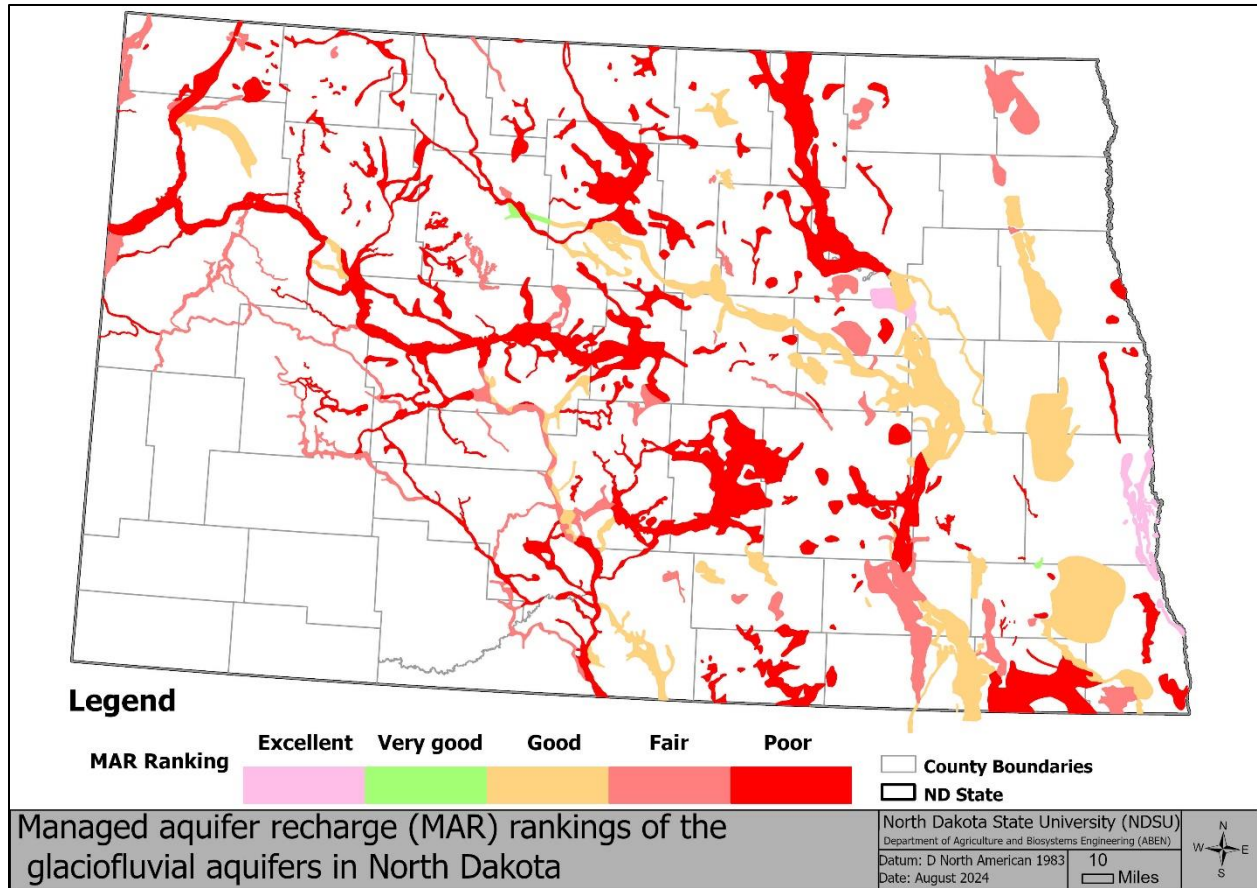


Figure 4.6. Managed aquifer recharge (MAR) rankings of the glaciofluvial aquifers in North Dakota.

Therefore, we created two scenarios to account for groundwater availability. In Scenario 1, the aquifers with good quality (i.e., median TDS < 1500 mg/L) and “Good”, “Fair”, and “Poor” MAR rankings are considered available for irrigation, while in Scenario 2, the aquifers with good quality and “Fair” and “Poor” MAR rankings are available for irrigation water use (Figure 4.7). These two scenarios may be considered the best (Scenario 1) and the worst (Scenario 2) scenarios regarding groundwater availability.

Also, since the water from the production wells in an aquifer may be transported to irrigate lands outside the aquifer’s coverage to a certain distance (Tom Scherer, personal communication, October 2024), we created a 2-mile buffer around the aquifers with good and sufficient groundwater for Scenario 1 and Scenario 2, respectively (Figure 4.8).

In the next step, the PLSS Q-Q sections that have 90% or more of their areal extent consisting of irrigable or conditional soils (excluding conditional soils – drainage, water table, and salinity) were clipped against the boundaries of the 2-mile buffer around these aquifers. The resulting layer identifies the land parcels suitable for irrigation using groundwater under Scenario 1 and Scenario 2, respectively (Figure 4.9).

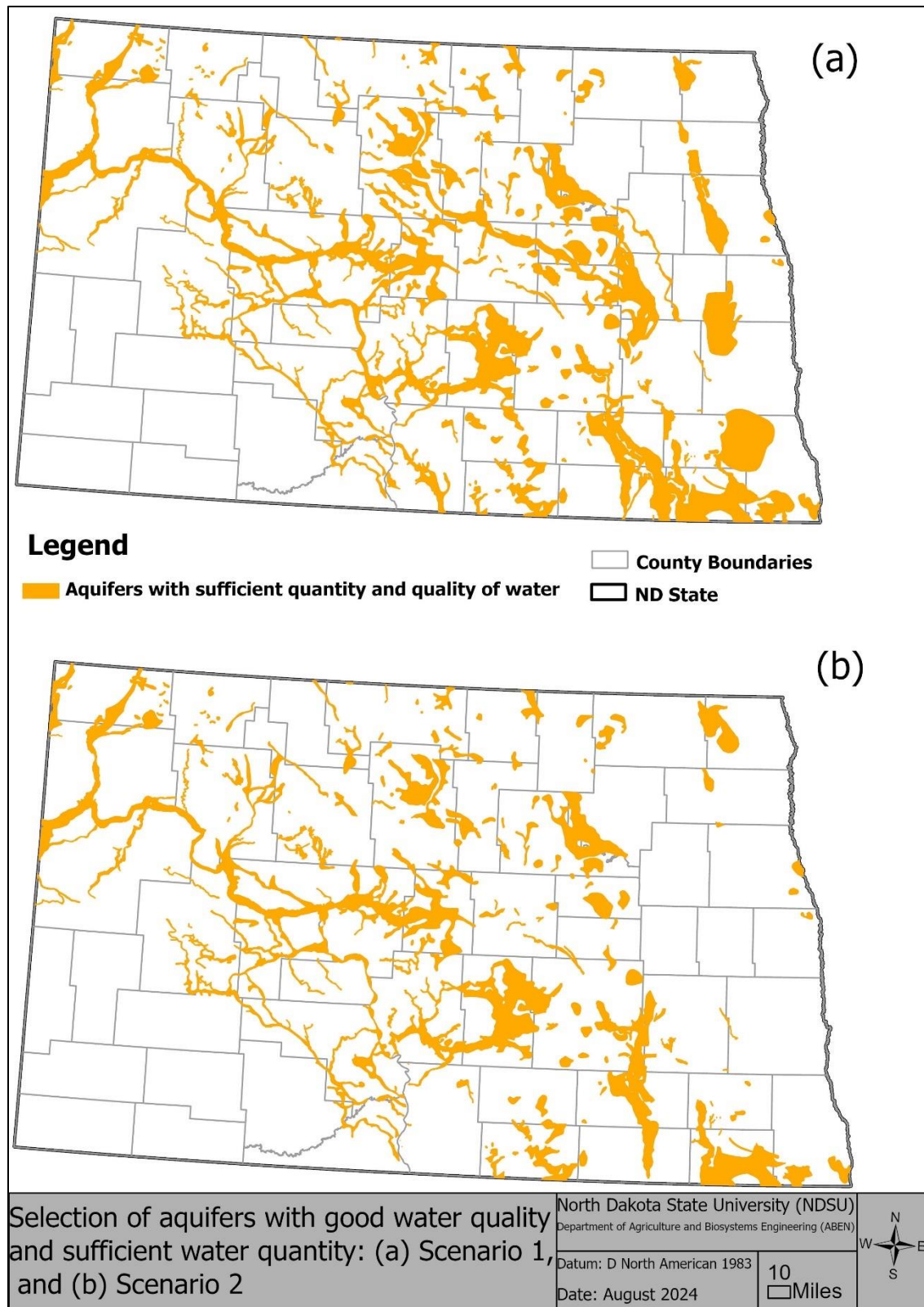


Figure 4.7. Selection of aquifers with good water quality and sufficient water quantity: (a) Scenario 1 and (b) Scenario 2.

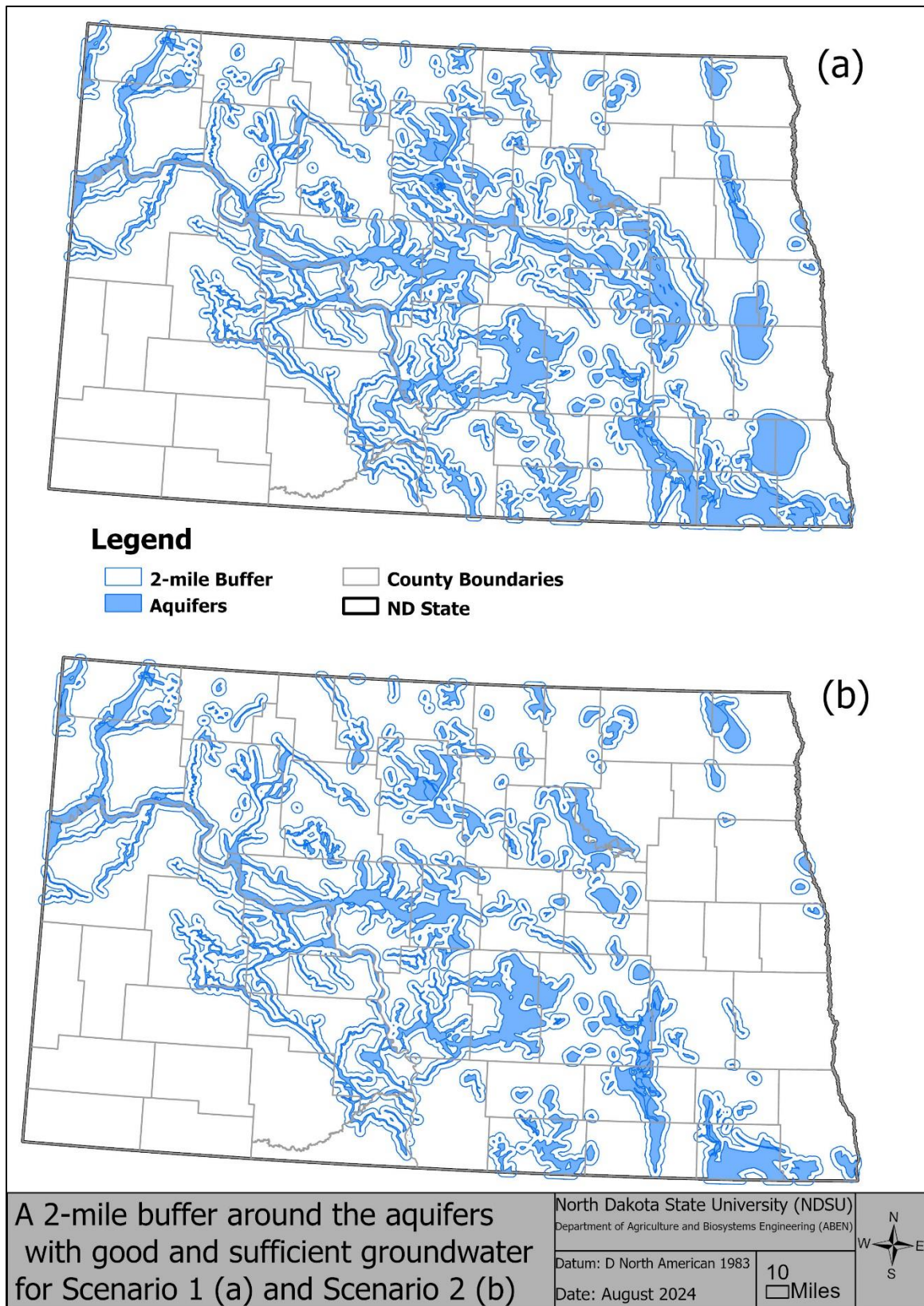


Figure 4.8. Two-mile buffers around aquifers under (a) Scenario 1 and (b) Scenario 2.

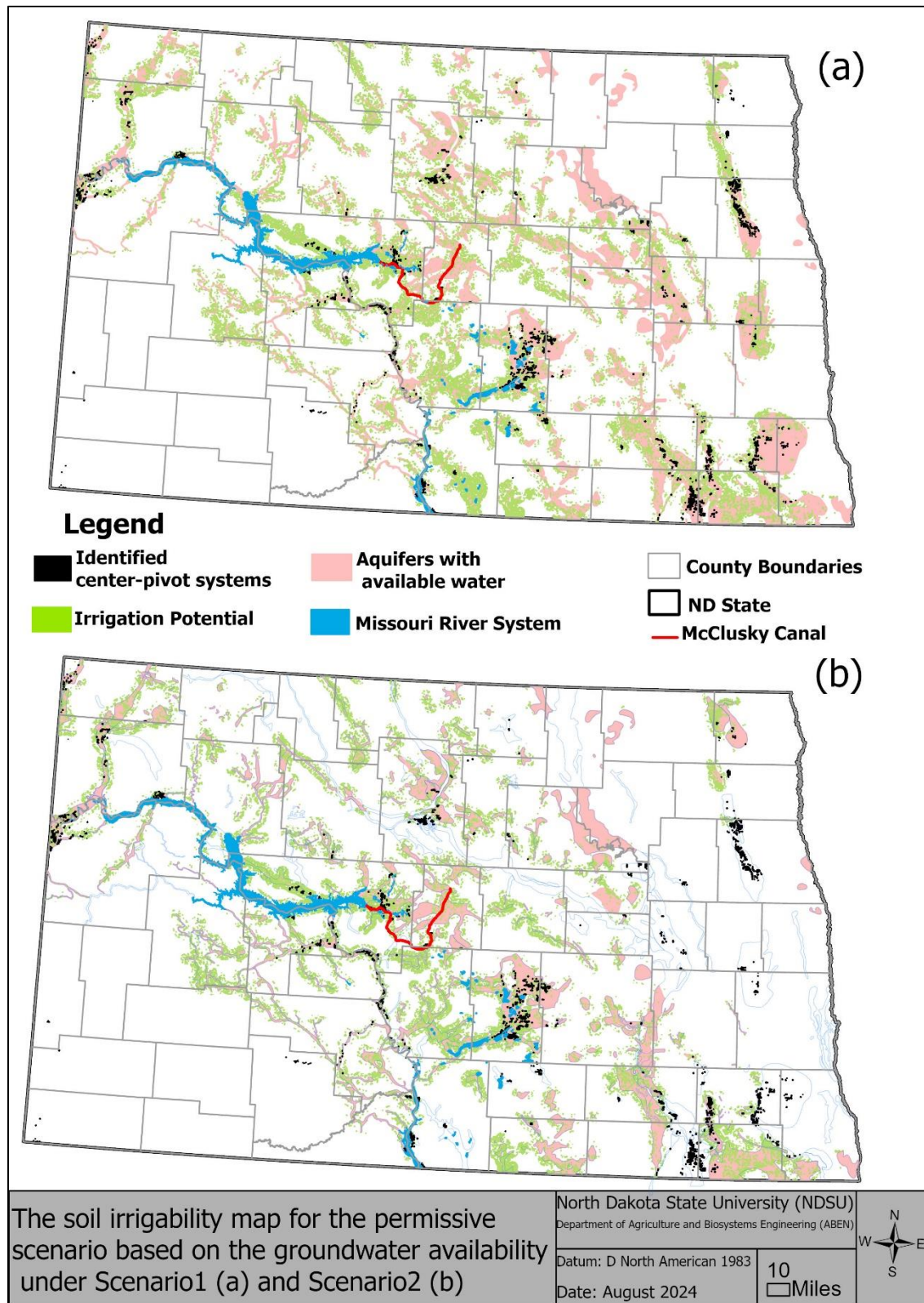


Figure 4.9. Land parcels with irrigation potential based on groundwater availability under (a) Scenario 1 and (b) Scenario 2.

Finally, for the 17 counties along the Missouri River corridor, the overlapping areas of land irrigable using water from the Missouri River and land irrigable using groundwater were removed. The lands that are currently being irrigated were also removed to obtain the total area of land with irrigation *potential* across the state. The calculation details of removing the overlapping areas and existing irrigated lands are shown in Tables A.2 & A.3 in Appendix A.4.

The total areas of land that may be *potentially* irrigated using water from the Missouri River and groundwater (both scenarios) for each county are summarized in Table 4.3 and redisplayed in Figure 4.10. When overlaying these land parcels with the 2023 USDA Cropland Data Layer (<https://nassgeodata.gmu.edu/CropScape/>), all of these lands are related to cropland and pasture land uses.

In summary, there are 1.8 to 2.07 million acres of cropland available for potential irrigation development across the state. Of these lands, approximately one million acres are within the 17 counties along the Missouri River corridor for irrigation development, potentially irrigable using water withdrawn from the Missouri River system. The additional 0.8 to 1.06 million acres may be developed for irrigation by withdrawing good-quality water from shallow glaciofluvial aquifers across the state, depending upon the water availability in these aquifers, where using water from the Missouri River system for irrigation is not practical.

Table 4.3. Areas of land parcels for potential irrigation development using Missouri River water and groundwater under two scenarios.

County (1)	Missouri River (2)	-----Scenario 1-----		-----Scenario 2-----	
		Groundwater (3)	Total ^a (4)	Groundwater (5)	Total ^b (6)
		----- thousand acres-----			
Adams		0.	0.	0.	0.
Barnes		9.7	9.7	6.3	6.3
Benson		35.1	35.1	28.4	28.4
Billings		0.	0.	0.	0.
Bottineau		48.8	48.8	48.8	48.8
Bowman		0.	0.	0.	0.
Burke		7.2	7.2	7.2	7.2
Burleigh	149.0	12.7	161.7	12.7	161.7
Cass		25.6	25.6	0.2	0.2
Cavalier		8.8	8.8	8.8	8.8
Dickey		19.5	19.5	6.3	6.3
Divide		31.0	31.0	31.0	31.0
Dunn	6.5	51.3	57.8	51.3	57.8
Eddy		22.3	22.3	11.9	11.9
Emmons	216.8	1.5	218.3	1.5	218.3
Foster		12.3	12.3	4.7	4.7
Golden Valley		0.	0.	0.	0.

Grand Forks		19.6	19.6	2.4	2.4
Grant	12.1	0.	12.1	0.	12.1
Griggs		18.2	18.2	0.	0.
Hettinger		0.	0.	0.	0.
Kidder	105.1	0.4	105.5	0.2	105.3
LaMoure		43.5	43.5	32.5	32.5
Logan	7.5	17.5	25.0	6.2	13.7
McHenry		75.1	75.1	49.9	49.9
McIntosh	2.0	56.3	58.3	56.3	58.3
McKenzie	26.1	12.4	38.5	12.4	38.5
McLean	210.8	29.1	239.9	29.1	239.9
Mercer	63.0	3.3	66.3	3.3	66.3
Morton	69.1	9.5	78.6	9.5	78.6
Mountrail	29.2	34.7	63.9	34.7	63.9
Nelson		15.1	15.1	0.	0.
Oliver	29.9	8.1	38.0	8.1	38.0
Pembina		14.5	14.5	14.5	14.5
Pierce		31.1	31.1	22.8	22.8
Ramsey		0.3	0.3	0.2	0.2
Ransom		29.8	29.8	14.9	14.9
Renville		14.3	14.3	14.3	14.3
Richland		16.9	16.9	9.8	9.8
Rolette		10.0	10.0	4.6	4.6
Sargent		70.7	70.7	63.1	63.1
Sheridan	17.5	16.5	34.0	16.5	34.0
Sioux	23.8	0.	23.8	0.	23.8
Slope		0.	0.	0.	0.
Stark		6.2	6.2	6.2	6.2
Steele		12.3	12.3	0.	0.
Stutsman	10.7	23.2	33.9	23.2	33.9
Towner		0.2	0.2	0.2	0.2
Traill		6.2	6.2	0.	0.
Walsh		26.5	26.5	11.8	11.8
Ward		45.9	45.9	45.9	45.9
Wells		64.3	64.3	42.6	42.6
Williams	33.3	37.1	70.4	37.1	70.4
----- million acres -----					
North Dakota	1.01	1.06	2.07	0.79	1.80

^a Total area of potential irrigation land under scenario 1 is column (2) + column (3).

^b Total area of potential irrigation land under scenario 2 is column (2) + column (5).

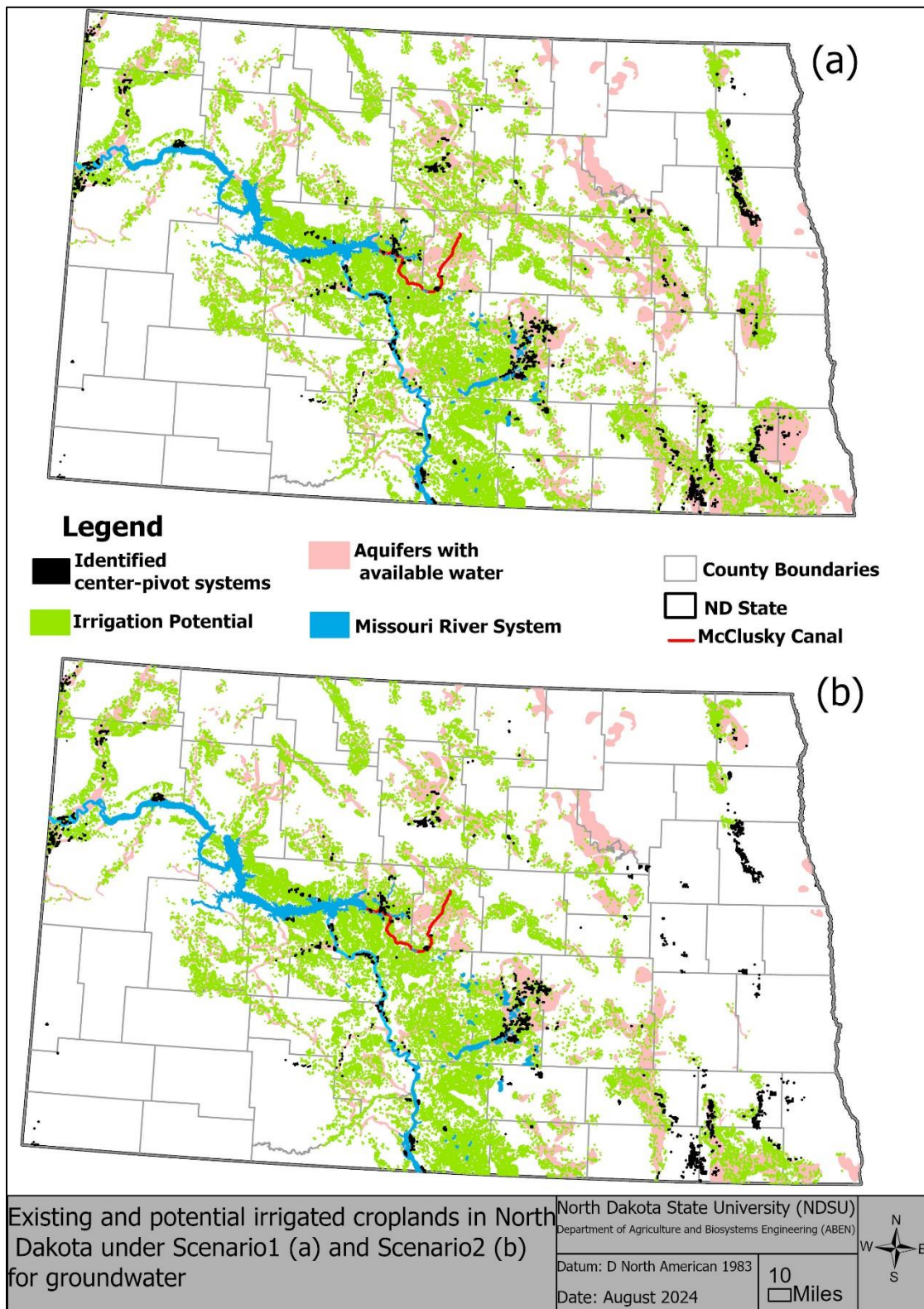


Figure 4.10. The map of croplands with irrigation potential using Missouri River water and groundwater under (a) Scenario 1 and (b) Scenario 2.

The counties are ranked in terms of the total areas of potentially irrigable croplands in Figure 4.11, which shows that central North Dakota counties (e.g., McLean, Emmons, Burleigh, Kidder, Morton) have the most areas of cropland for potential irrigation development under both groundwater availability scenarios. Not surprisingly, the counties in southwestern North Dakota (e.g., Adams, Billings, Bowman, Golden Valley, Hettinger, Slope) do not have much land for irrigation development, nor do Ramsey and Towner counties in northeastern North Dakota. Statewide, under Scenario 1, 40 counties have more than ten thousand acres of cropland potential for future irrigation development, whereas, under Scenario 2, only 31 counties have more than ten thousand acres of cropland for potential irrigation development.

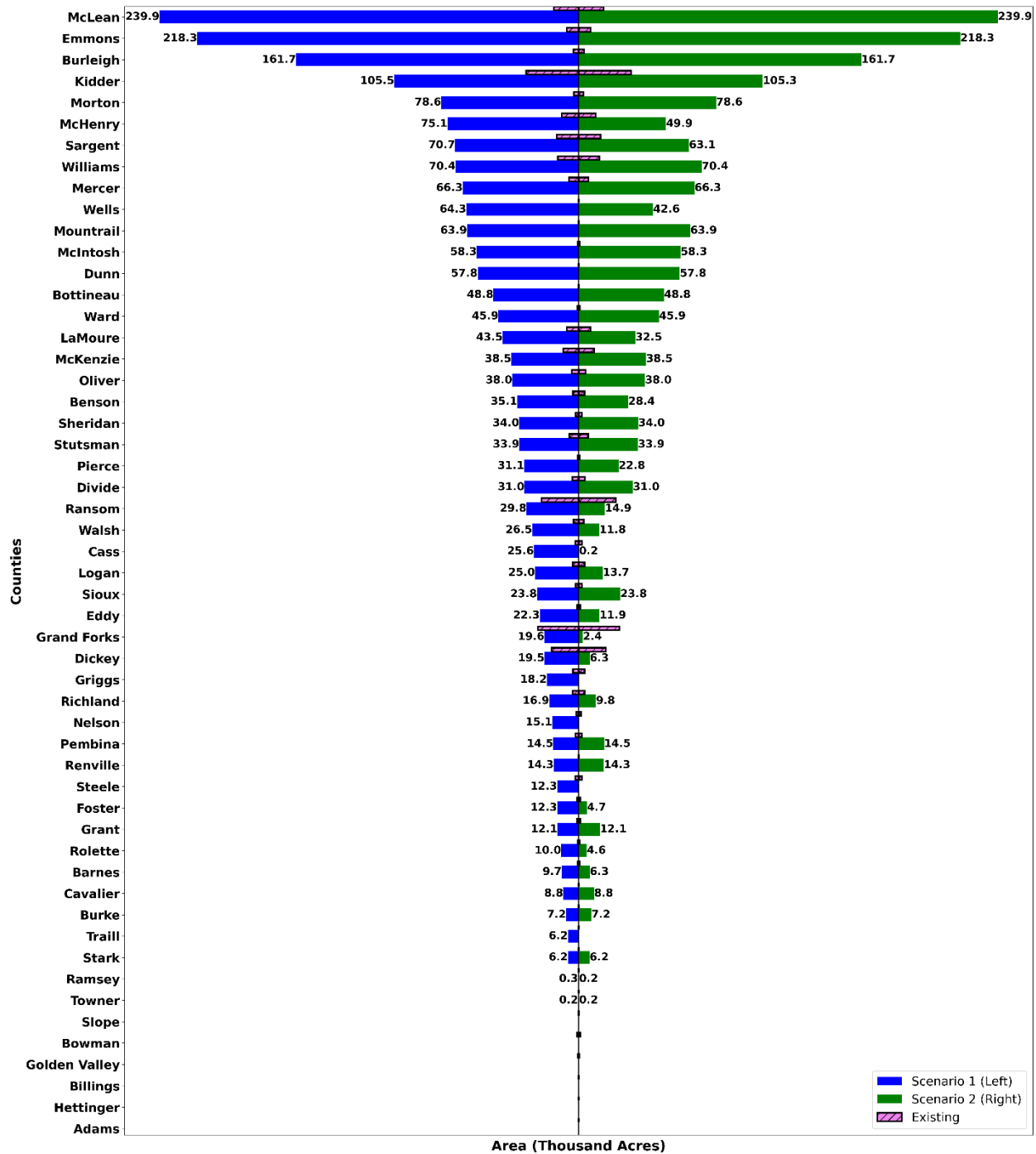


Figure 4.11. Areas of potentially irrigable lands in North Dakota counties using the Missouri River water and groundwater under two scenarios.

4.5 Irrigation development potential from power availability

Three-phase power electricity is generally the preferred source of power for irrigation pumps, over internal combustion engines, due to advantages such as lower pumping costs, less maintenance, greater reliability, and ease of operation. However, if the existing power lines are more than one

mile from the pump site, it may not be economical due to high construction costs and repayment for the extension of power lines (Scherer, 2022).

Due to data privacy concerns, we can only access three-phase power distribution lines from three North Dakota electric distribution cooperatives (i.e., Capital Electric, Dakota Valley, Northern Plains) out of the 17 North Dakota electric distribution cooperatives (Figure 4.12). After creating a 1-mile buffer around the three-phase power lines provided by these three electric cooperatives, we clipped the layer of irrigation potential land against the electric availability layer to obtain the locations and areas of cropland with irrigation potential based on soil suitability and water and power availabilities. Figure 4.13 shows the locations of these lands and Table 4.4 summarizes the areas of these land parcels with the highest potential for future irrigation development.

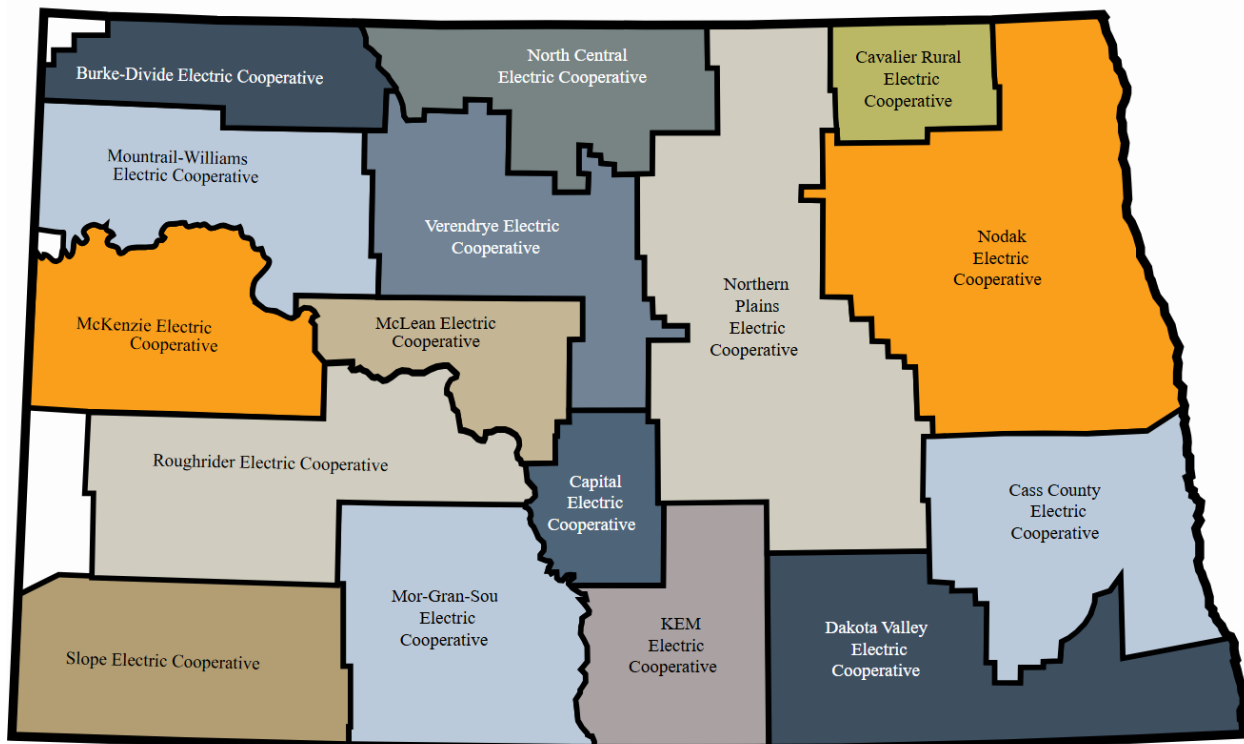


Figure 4.12. North Dakota's electric distribution cooperatives (Source: North Dakota Association of Rural Electric Cooperatives).

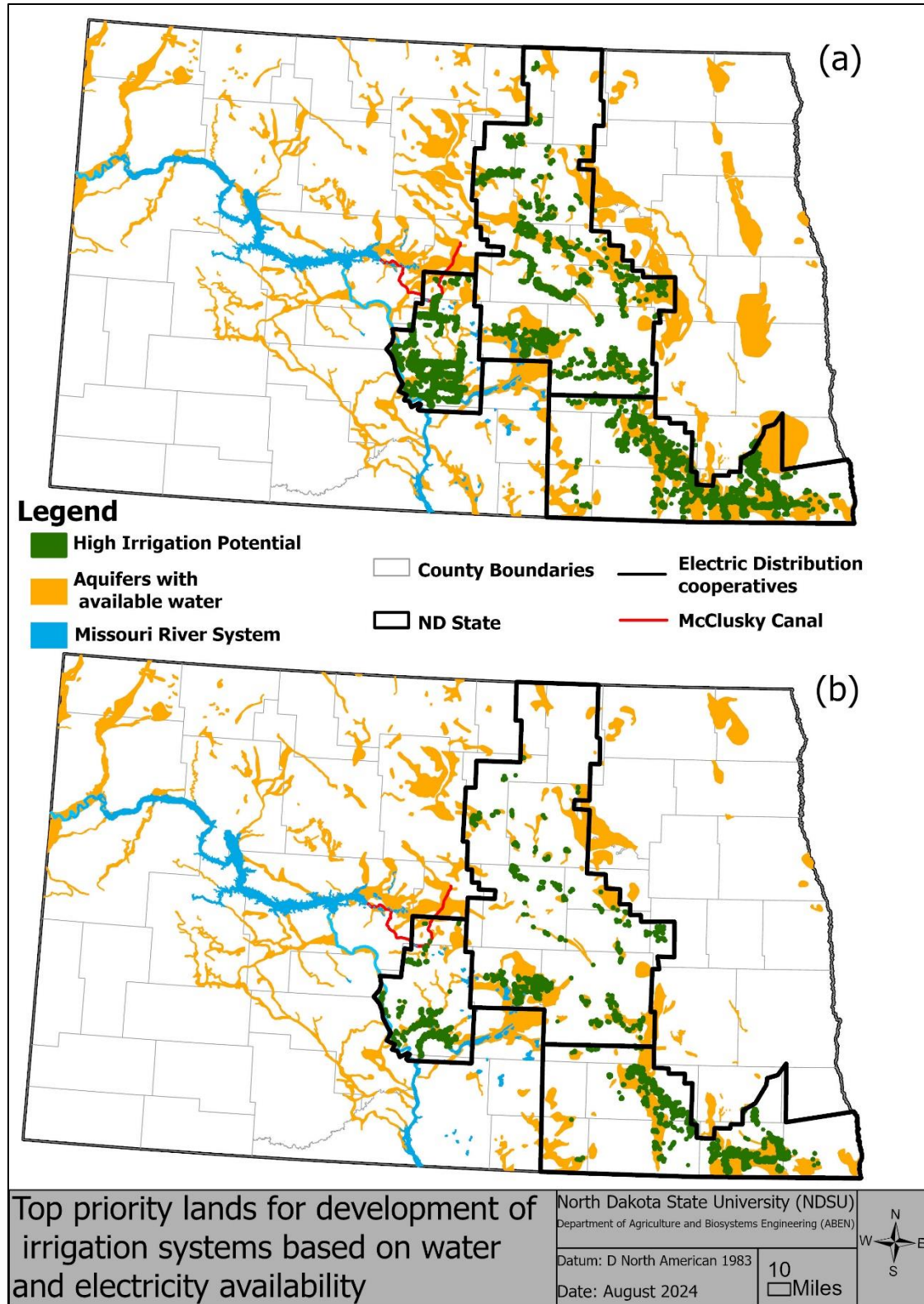


Figure 4.13. Croplands with irrigation potential within one mile from three-phase power lines of Capital Electric, Dakota Valley, and Northern Plains Cooperatives, under (a) Scenario 1 and (b) Scenario 2.

Table 4.4 shows that in the three above-mentioned electric cooperatives' service areas, approximately 66 to 76 thousand acres of cropland, depending upon groundwater availability scenarios, are within a one-mile distance of the existing three-phase power lines of these cooperatives. This represents about 7.2% of the croplands with irrigation potential based on the soil suitability and water availability analyses. Twelve (12) of these 18 counties have more than 1,000 acres of croplands that are readily available for irrigation development under either groundwater availability scenario.

Table 4.4. Areas of land parcels with irrigation potential within one-mile distance of three-phase power lines of Capital Electric, Dakota Valley, and Northern Plains Cooperatives.

County	Scenario 1 (acre)		Scenario 2 (acre)	
	Irrigation potential ^a	Considering 3-phase power availability ^b	Irrigation potential ^c	Considering 3-phase power availability ^b
Benson	35,100	1,610	28,400	1,420
Burleigh	161,700	13,930	161,700	13,930
Dickey	19,500	5,910	6,300	3,220
Eddy	22,300	410	11,900	400
Emmons	218,300	200	218,300	200
Foster	12,300	3,170	4,700	1,120
Griggs	18,200	1,340	--	--
Kidder	105,500	7,430	105,300	7,430
LaMoure	43,500	10,230	32,500	9,070
McIntosh	58,300	200	58,300	200
Morton	78,600	280	78,600	280
Pierce	31,100	2,400	22,800	1,840
Ransom	29,800	2,240	14,900	1,080
Richland	16,900	1,570	9,800	1,190
Sargent	70,700	15,640	63,100	14,970
Sheridan	34,000	140	34,000	140
Stutsman	33,900	5,710	33,900	5,710
Wells	64,300	4,330	42,600	3,900
Total	1,054,000	76,740	927,100	66,100

^a These numbers are taken from Column (4) of Table 4.3.

^b Areas are rounded to tens, and the counties with areas less than 100 acres are not listed.

^c These numbers are taken from Column (6) of Table 4.3.

5 Acknowledgement

This study is supported by the North Dakota Irrigation Association, North Dakota Department of Water Resources, Garrison Diversion Conservancy District, and NDSU Office of Research and Creative Activity (ND Economic Diversification Research Fund). We want to express our gratitude to Dr. Tom Scherer and Dr. David Franzen for their expertise and assistance in updating

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A. Appendices

A.1. Soil relative irrigability

An alternative approach to classifying soil irrigability according to dominant conditions is to assign a numerical value for each soil component based on its Irrigation Functional Group (see Table A.1) and calculate the weighted average across all soil components within each map unit. The relative irrigability analysis assumes that soils within the *Conditional – drainage, water table, and salinity* functional group are more difficult to manage than any other conditionally irrigable soils. The numerical values for all functional groups are listed in Table A.1, which were chosen to mimic the McClusky Canal irrigation feasibility study report (Garrison Diversion Conservancy District, 2016).

Table A.1. Numerical values assigned to soil irrigation functional groups for relative irrigability analysis.

Irrigation Functional Group	Numerical value
Irrigable	3
Conditional – permeability	2
Conditional – restricted layer	2
Conditional – drainage, water table, salinity	1
Non-irrigable	0
Non-irrigable due to slope	0
Water	0

Figures A.1 and A.2 display the statewide soil relative irrigability maps under the permissive and restrictive scenarios, respectively. Figures A.3 and A.4 show the relative irrigability rating by dominant conditions under the permissive and restrictive scenarios, respectively.

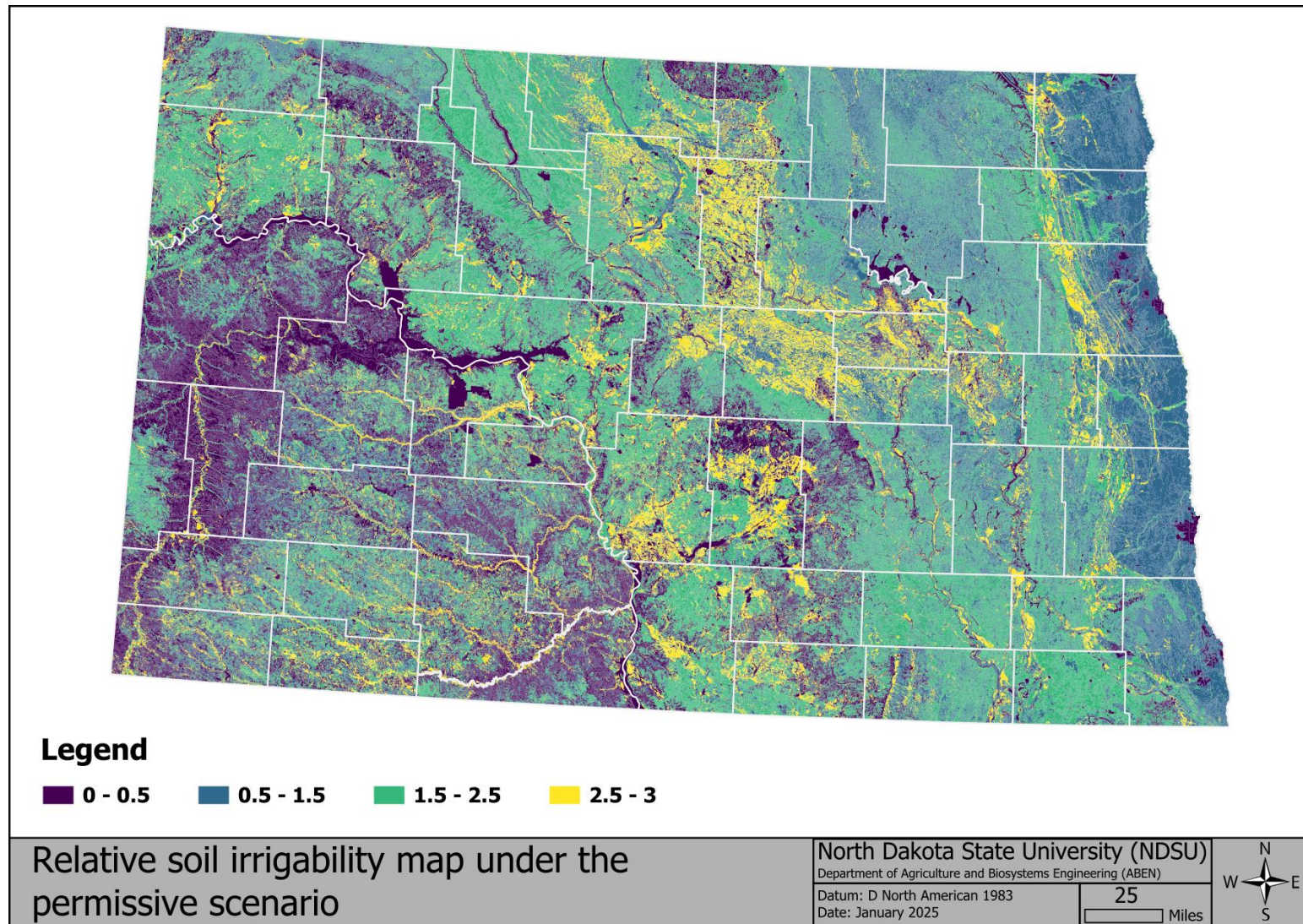


Figure A.1. Soil relative irrigability map under the permissive scenario.

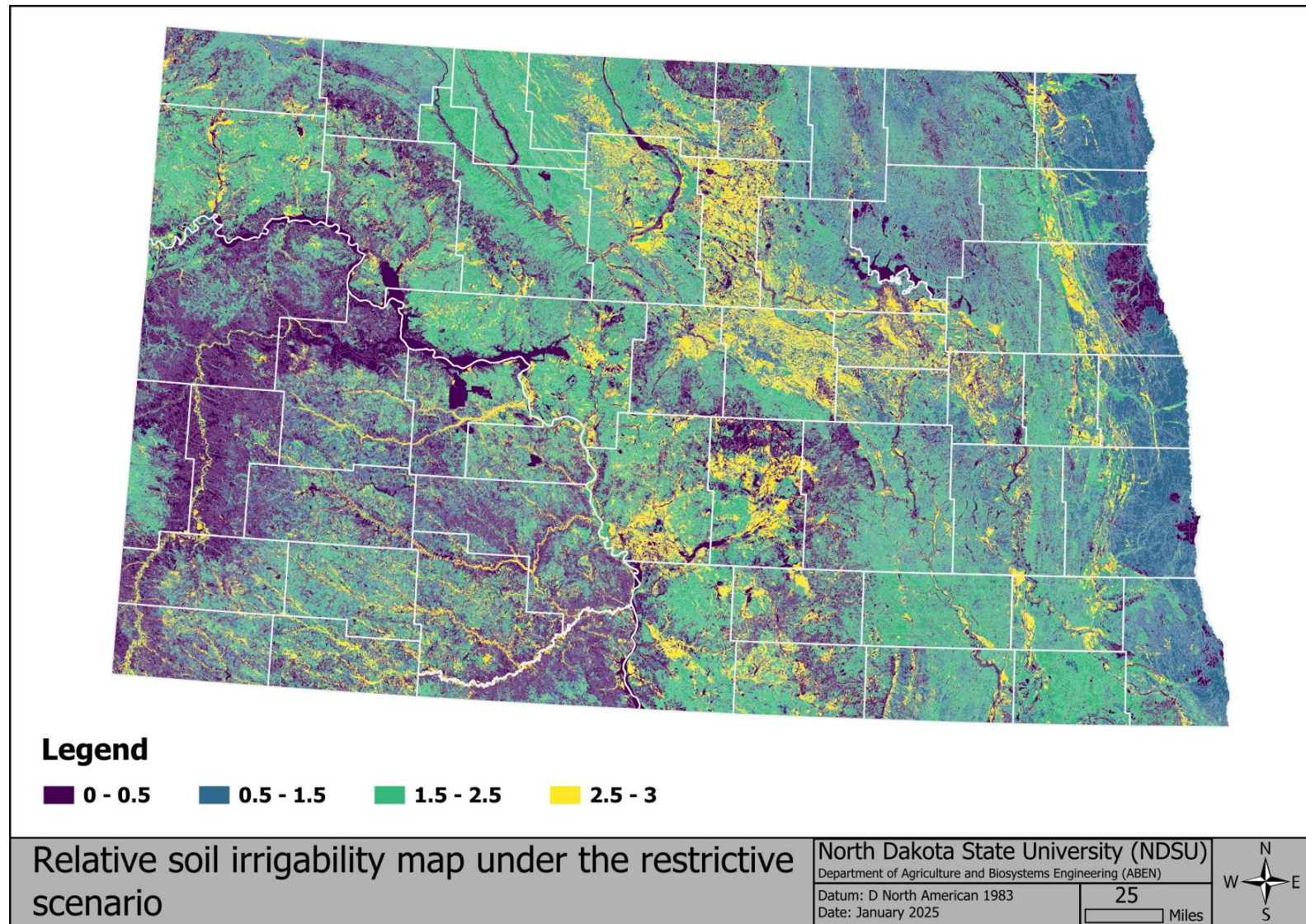


Figure A.2. Soil relative irrigability map under the restrictive scenario.

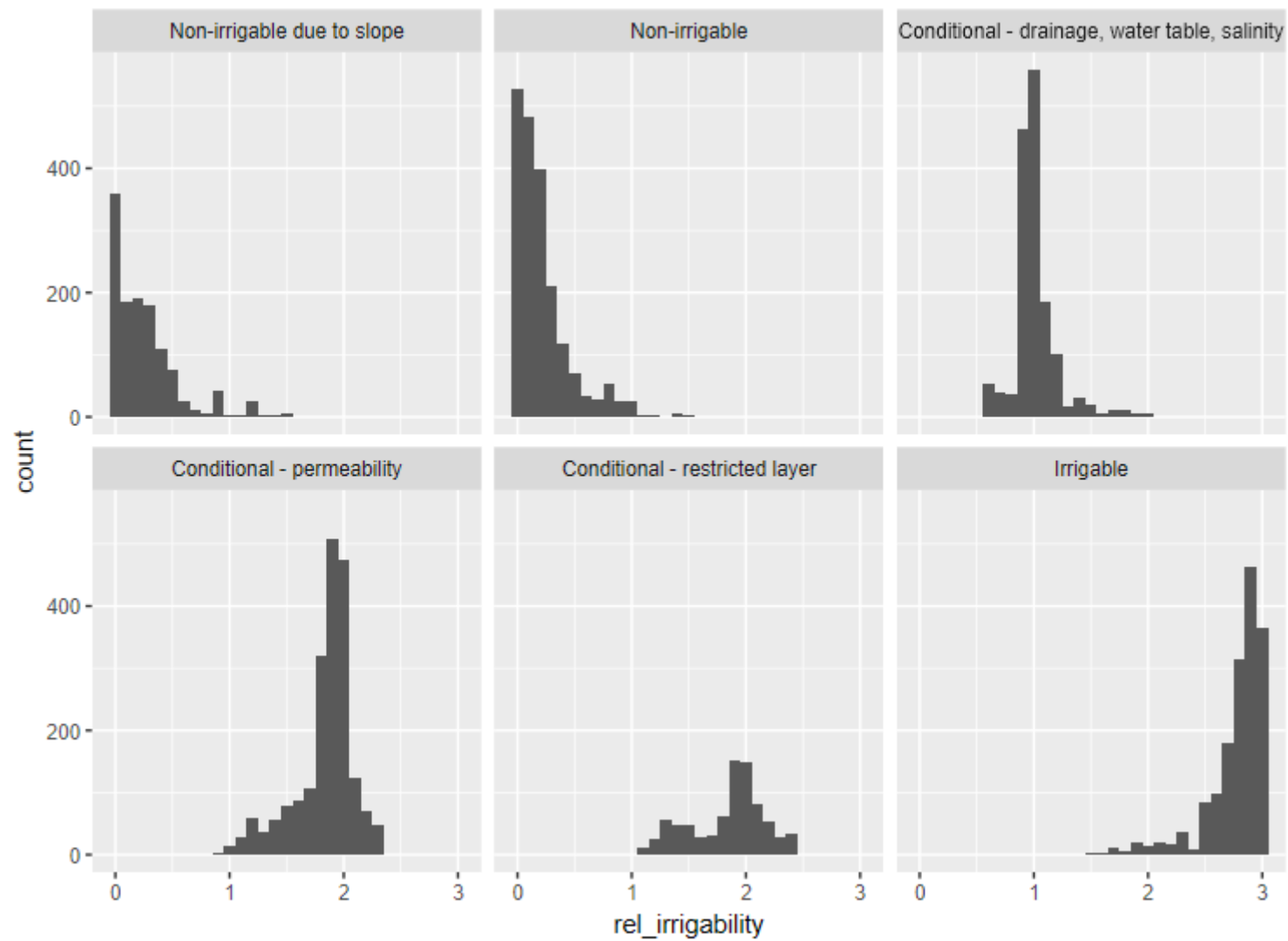


Figure A.3. Relative irrigability rating by the dominant condition under the permissive scenario.

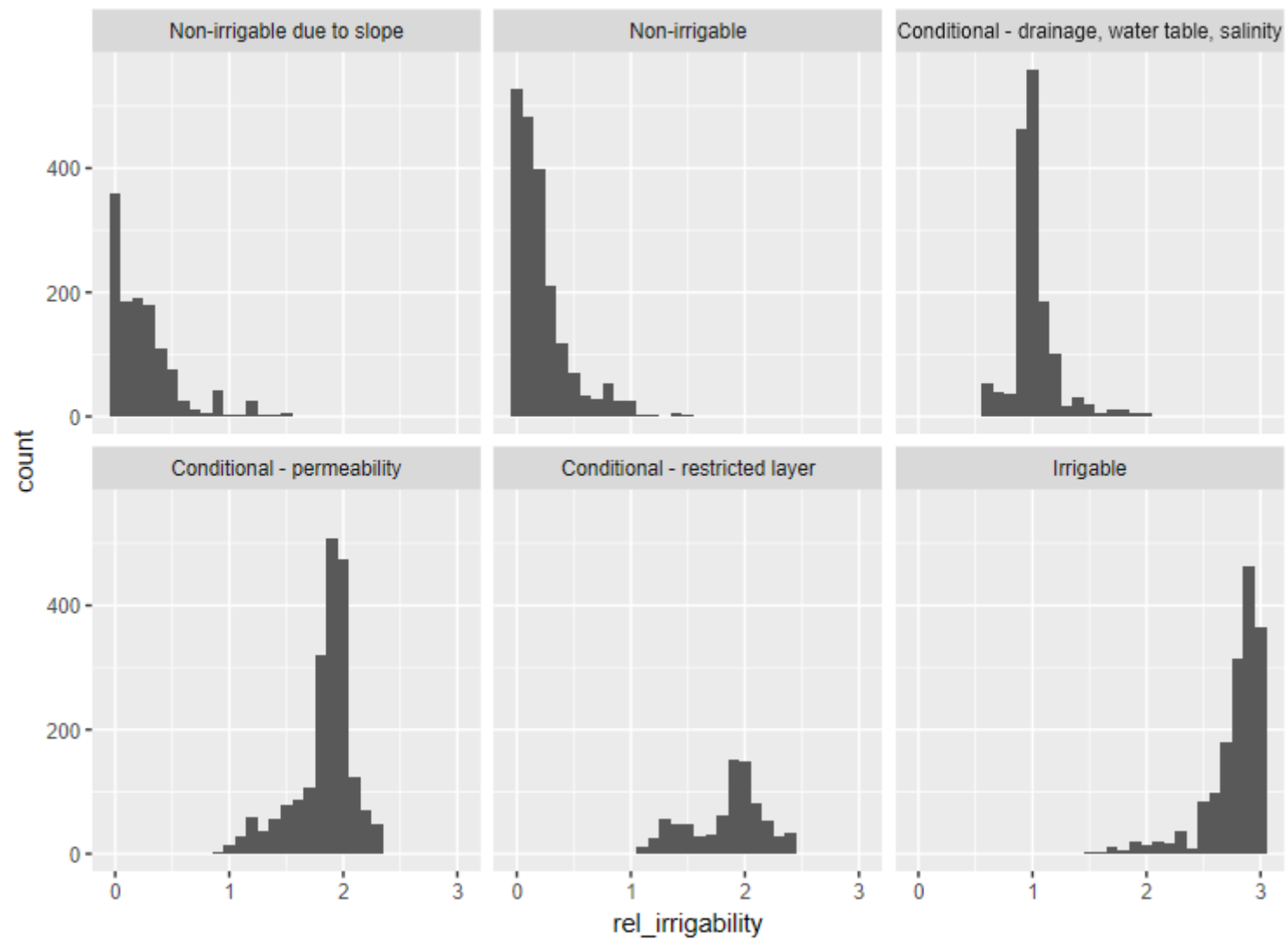


Figure A.3. Relative irrigability rating by the dominant condition under the restrictive scenario.

A.2. Identifying the existing center-pivot sprinkler systems

To identify the existing center-pivot sprinkler systems we employed the object detection deep learning model to process the Landsat 8 satellite images covering North Dakota. We downloaded 14 frames of the panchromatic band of Landsat 8 images captured in summer 2024, with a spatial resolution of 15 meters, from the [GloVis](#) website (Figure A.5 & Figure A.6).



Figure A.5. The coverage of the state of North Dakota by 14 frames of Landsat 8 images.

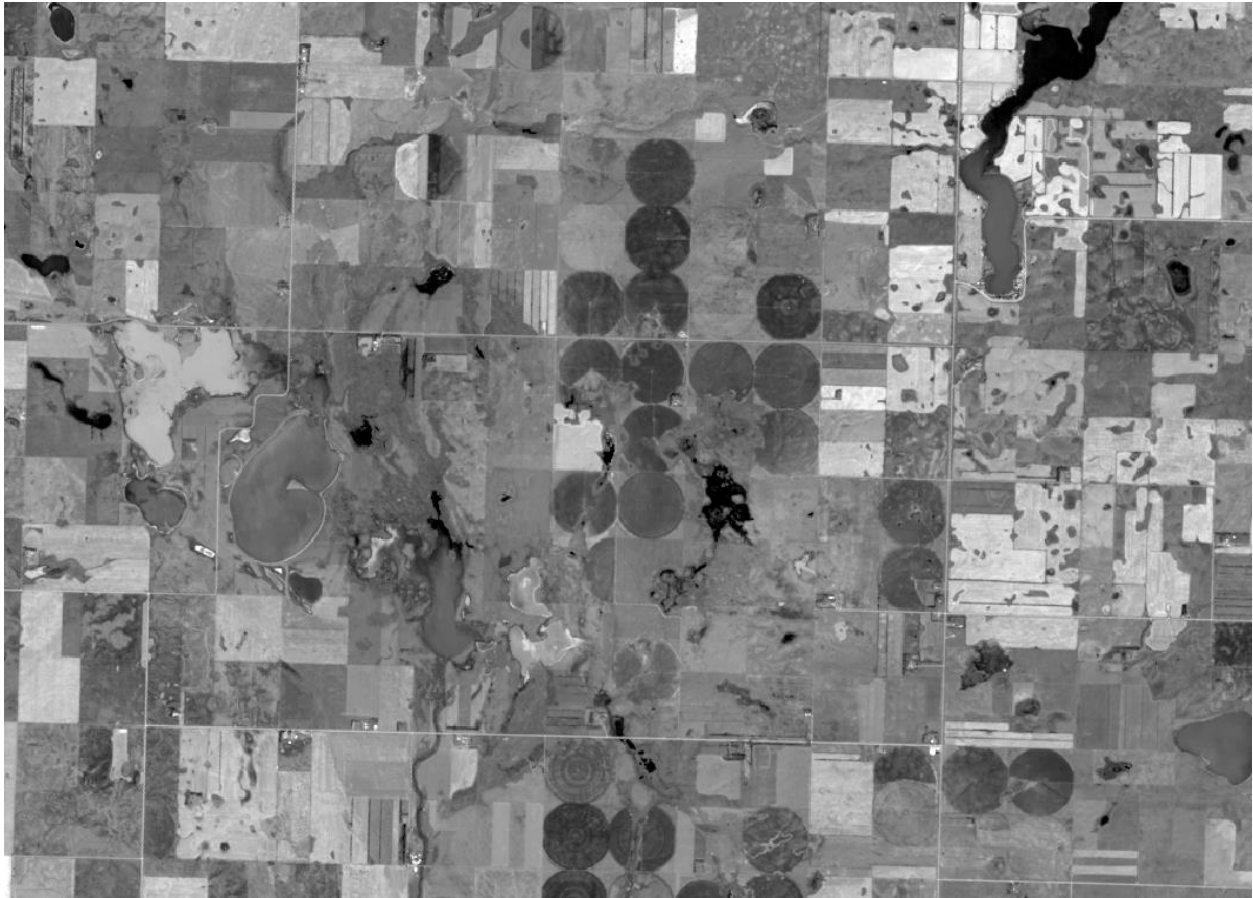


Figure A.6. Signatures of center-pivot, sprinkler irrigation systems on the panchromatic band of Landsat 8 images.

After downloading the 14 frames of Landsat 8, we created an orthomosaic image in ArcGIS Pro (version 3.3.0) and used the Image Analysis package to export a training dataset (85% of the data) and a testing dataset (15% of the data) to train and test the Mask R-CNN object detection model for identifying the center-pivot, sprinkler irrigation systems. The ResNet-152 was used as the backbone model, with a batch size of 4 and 300 epochs. Overall, the trained deep learning model was able to locate the existing center-pivot systems with 75% accuracy from the Landsat 8 imagery (Figure A.7).

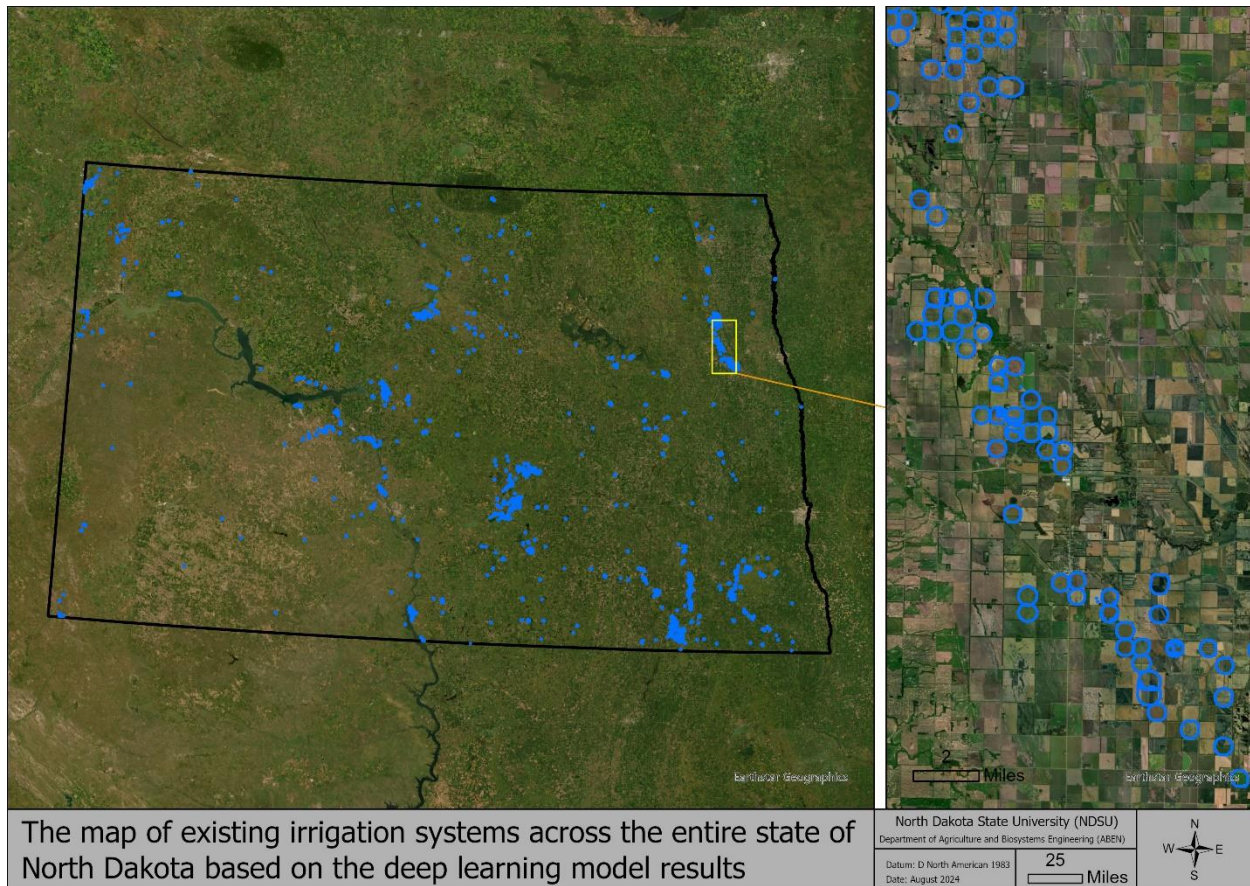


Figure A.7. The map of existing irrigation systems across North Dakota based on the deep learning model results.

To improve the accuracy of the existing layer of irrigation systems identification, we manually inspected the presence of the center-pivot systems based on the Landsat images and Google Images by dividing the state of North Dakota into 499 grids of equal size of 99,841 acres. The inspection was conducted at a zoom level of 1:12,000. By the systematic manual inspection, we corrected the shapes of irrigation systems detected by the deep learning model, identified irrigation systems that the model failed to detect, and removed polygons that were mistakenly identified as irrigation systems by the model. It should be noted that this method can only identify the circular pattern of a parcel of land actively irrigated by a center-pivot sprinkler system. It cannot identify an idle center-pivot sprinkler system or linear sprinkler system or any other type of irrigation system such as flooding and water-spreading surface irrigation systems.

A.3. Relative elevation model (REM)

A REM is a digital elevation model adjusted to show the elevation of land relative to a specific feature, such as a river or water body, rather than sea level. This approach highlights subtle topographic changes, making it especially useful for visualizing landforms, floodplains, and geomorphological features that may otherwise blend into the surrounding terrain. By calculating the elevation difference between each point in the terrain and a nearby baseline (e.g., water surface), REMs reveal detailed structural patterns that are valuable in environmental analysis, hazard assessment, and ecosystem monitoring. Figure A.8 shows the steps taken to calculate the REM in ArcGIS Pro.

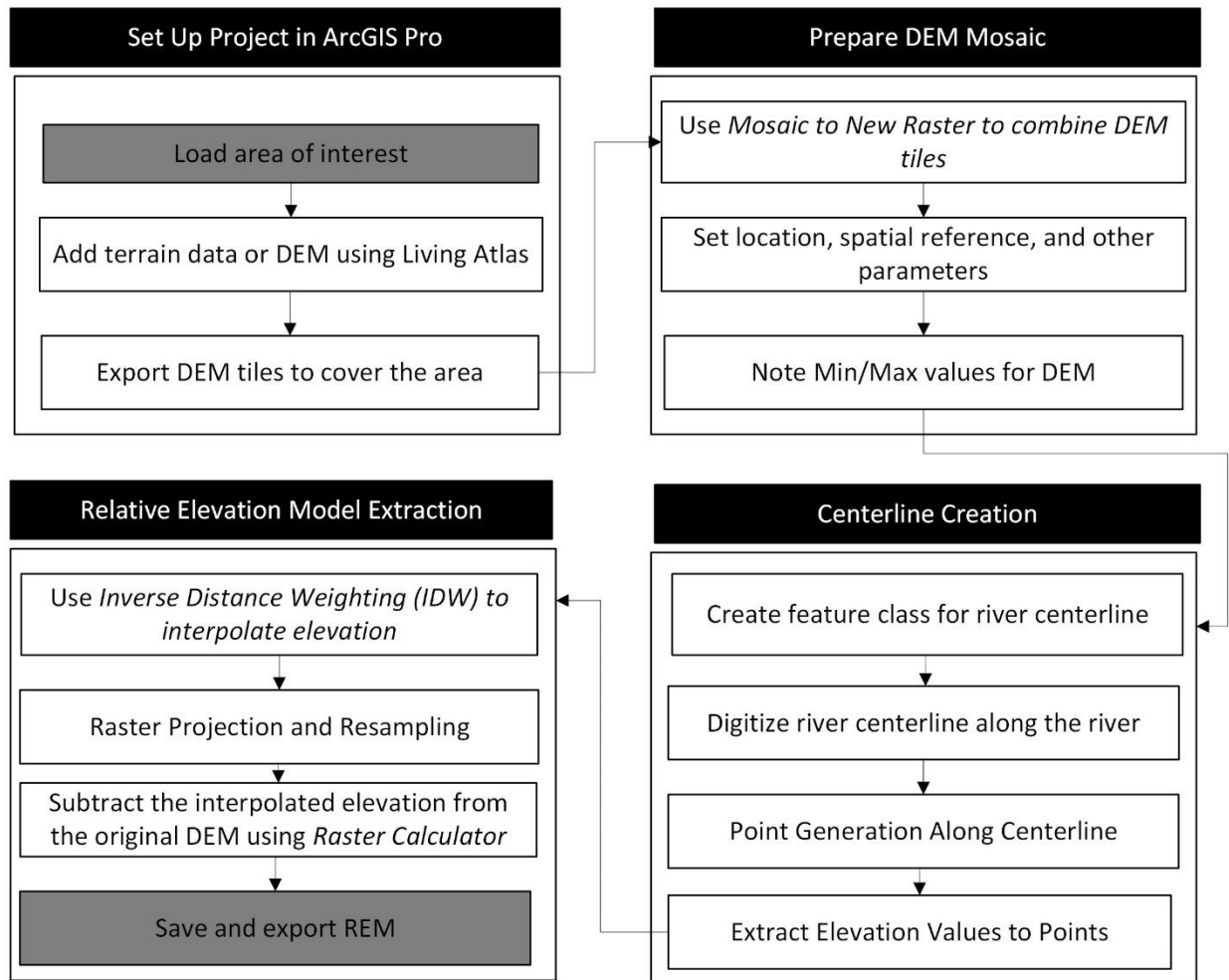


Figure A.8. Flowchart of calculating Relative Elevation Model (REM) in ArcGIS Pro.

To conduct this analysis, a digital elevation model (DEM) with a spatial resolution of 0.24 meters was downloaded from the ND GIS Hub website and used as the base dataset. Figure A.9 shows a graphical overview of the DEM of the Missouri River system vs. a REM.

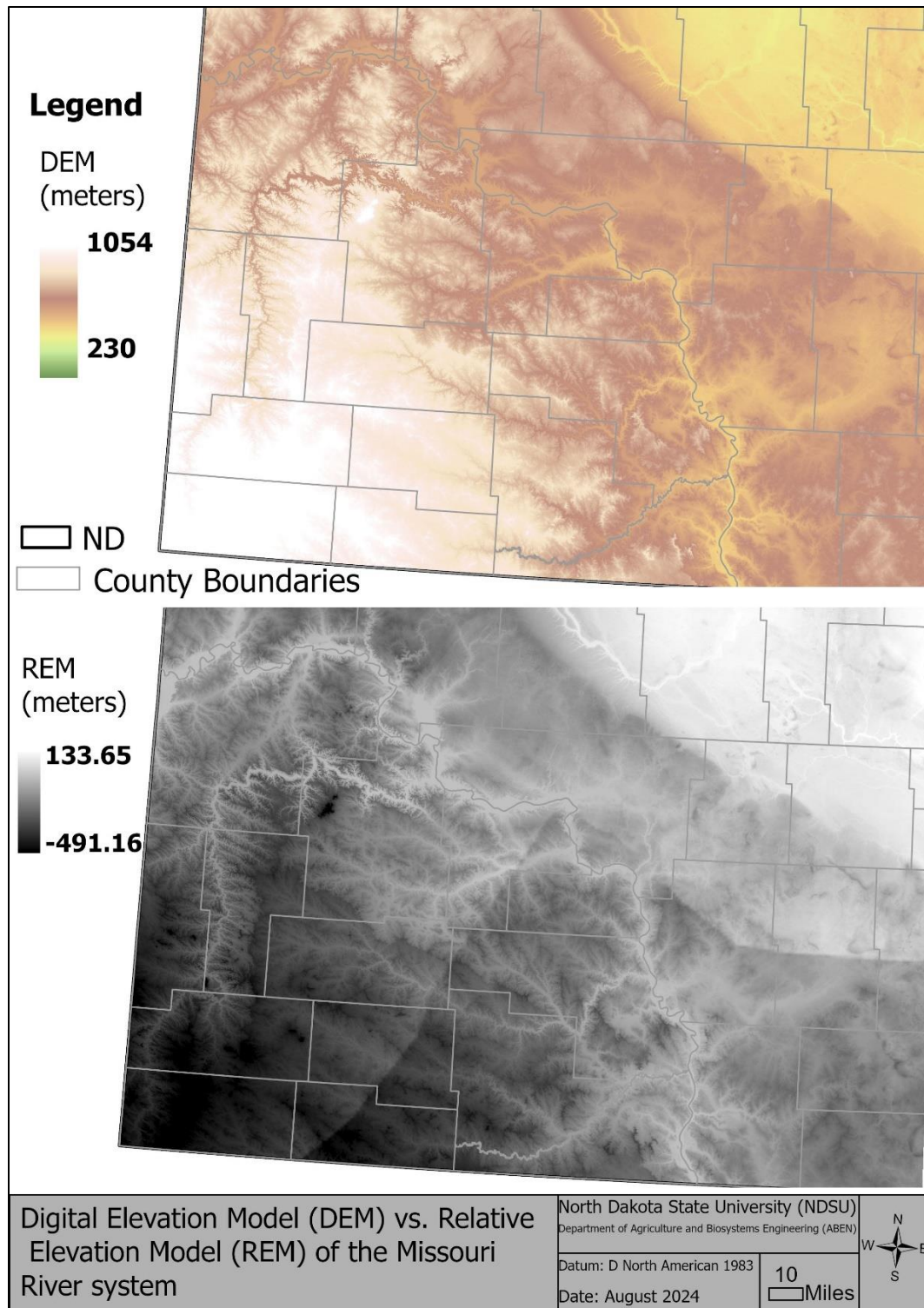


Figure A.9. Digital Elevation Model (DEM) vs. the Relative Elevation Model (REM) of the Missouri River system.

A.4. Calculating total irrigation potential lands

Table A.2 and A.3 show the details of calculating the total irrigation potential lands in North Dakota under two scenarios by removing the overlapped areas in the 17 counties along the Missouri River corridor and the existing irrigated lands in all counties.

Table A.2. Areas of land parcels for potential irrigation development using water from the Missouri River and groundwater aquifers (Scenario 1).

County	Ground-water ^a	Missouri River	Overlap	Combined ^b	Existing Irrigated Lands ^c	Irrigation Potential ^d
-----thousand acres -----						
Adams	0.			0	0	0
Barnes	10.3			10.3	0.6	9.7
Benson	38.2			38.2	3.1	35.1
Billings	0.			0	0	0
Bottineau	48.8			48.8	0	48.8
Bowman	0			0	0	0
Burke	7.2			7.2	0	7.2
Burleigh	124.8	149	110	163.8	2.1	161.7
Cass	27.4			27.4	1.8	25.6
Cavalier	8.8			8.8	0	8.8
Dickey	25.9			25.9	6.4	19.5
Divide	32.6			32.6	1.6	31
Dunn	52.19	6.5	0.89	57.8	0	57.8
Eddy	23			23	0.7	22.3
Emmons	101.8	216.8	94.9	223.7	5.4	218.3
Foster	13.1			13.1	0.8	12.3
Golden Valley	0			0	0	0
Grand Forks	35.9			35.9	16.3	19.6
Grant	3.6	12.1	3.4	12.3	0.2	12.1
Griggs	18.2			18.2	0	18.2
Hettinger	0			0	0	0
Kidder	114.1	105.1	88.7	130.5	25	105.5
LaMoure	48.9			48.9	5.4	43.5
Logan	26.1	7.5	5.4	28.2	3.2	25
McHenry	83.8			83.8	8.7	75.1
McIntosh	56.68	2	0.08	58.6	0.3	58.3
McKenzie	31.5	26.1	13	44.6	6.1	38.5
McLean	169.7	210.8	128	252.5	12.6	239.9
Mercer	40.7	63	34.2	69.5	3.2	66.3
Morton	42.5	69.1	31.2	80.4	1.8	78.6

Mountrail	47.8	29.2	13.1	63.9	0	63.9
Nelson	16.4			16.4	1.3	15.1
Oliver	25.2	29.9	14.5	40.6	2.6	38
Pembina	14.8			14.8	0.3	14.5
Pierce	31.2			31.2	0.1	31.1
Ramsey	0.3			0.3	0	0.3
Ransom	45.8			45.8	16	29.8
Renville	14.3			14.3	0	14.3
Richland	17.5			17.5	0.6	16.9
Rolette	10.6			10.6	0.6	10
Sargent	75.5			75.5	4.8	70.7
Sheridan	34.6	17.5	16.7	35.4	1.4	34
Sioux	13.8	23.8	12.4	25.2	1.4	23.8
Slope	0			0	0	0
Stark	6.2			6.2	0	6.2
Steele	13.9			13.9	1.6	12.3
Stutsman	34.3	10.7	6.8	38.2	4.3	33.9
Towner	0.2			0.2	0	0.2
Traill	6.2			6.2	0	6.2
Walsh	27.4			27.4	0.9	26.5
Ward	46.7			46.7	0.8	45.9
Wells	64.3			64.3	0	64.3
Williams	69.3	33.3	21.8	80.8	10.4	70.4
-----million acres-----						
North Dakota	1.8	1.01	0.60	2.22	0.15	2.07

^a By subtracting the areas of this column from the “Overlap” column and the areas in the “Existing Irrigated Lands” column the third column in Table 4.3 (Scenario 1) can be calculated.

^b Calculated by adding the areas in the “Groundwater” and “Missouri River” columns and subtracting the areas in the “Overlap” column.

^c Identified land areas irrigated using center-pivot sprinkler systems, which is smaller than the actual area of irrigated croplands estimated at ~250 thousand acres.

^d Calculated by subtracting the “Existing Irrigated Land” column from the “Combined” column.

Table A.3. Areas of land parcels for potential irrigation development using water from the Missouri River and groundwater aquifers (Scenario 2).

County	Ground- water^a	Missouri River	Overlap	Combined^b	Existing Irrigated Lands^c	Irrigation Potential^d
-----thousand acres-----						
Adams	0			0		0
Barnes	6.4			6.4	0.1	6.3
Benson	29.3			29.3	0.9	28.4

Billings	0			0		0
Bottineau	48.8			48.8		48.8
Bowman	0			0		0
Burke	7.2			7.2		7.2
Burleigh	117.6	149	102.9	163.7	2	161.7
Cass	0.2			0.2		0.2
Cavalier	8.8			8.8		8.8
Dickey	7			7	0.7	6.3
Divide	32.6			32.6	1.6	31
Dunn	52.2	6.5	0.9	57.8		57.8
Eddy	11.9			11.9	0	11.9
Emmons	29.7	216.8	22.5	224	5.7	218.3
Foster	5.3			5.3	0.6	4.7
Golden Valley	0			0		0
Grand Forks	2.9			2.9	0.5	2.4
Grant	3.4	12.1	3.4	12.1		12.1
Griggs	0			0		0
Hettinger	0			0		0
Kidder	112	105.1	86.8	130.3	25	105.3
LaMoure	35.3			35.3	2.8	32.5
Logan	6.2	7.5		13.7		13.7
McHenry	52.6			52.6	2.7	49.9
McIntosh	56.7	2	0.1	58.6	0.3	58.3
McKenzie	31.1	26.1	12.9	44.3	5.8	38.5
McLean	156.9	210.8	115.3	252.4	12.5	239.9
Mercer	40.8	63	34.2	69.6	3.3	66.3
Morton	42.5	69.1	31.2	80.4	1.8	78.6
Mountrail	45.6	29.2	10.9	63.9		63.9
Nelson	0			0		0
Oliver	25.2	29.9	14.5	40.6	2.6	38
Pembina	15.3			15.3	0.8	14.5
Pierce	22.9			22.9	0.1	22.8
Ramsey	0.2			0.2		0.2
Ransom	21.1			21.1	6.2	14.9
Renville	14.3			14.3		14.3
Richland	9.9			9.9	0.1	9.8
Rolette	4.7			4.7	0.1	4.6
Sargent	66.6			66.6	3.5	63.1
Sheridan	34.3	17.5	16.4	35.4	1.4	34
Sioux	13.8	23.8	12.4	25.2	1.4	23.8
Slope	0			0		0
Stark	6.2			6.2		6.2
Steele	0			0		0

Stutsman	34.4	10.7	6.8	38.3	4.4	33.9
Towner	0.2			0.2		0.2
Traill	0			0		0
Walsh	12			12	0.2	11.8
Ward	46.6			46.6	0.7	45.9
Wells	42.6			42.6		42.6
Williams	68.8	33.3	21.8	80.3	9.9	70.4
-----million acres -----						
North Dakota	1.38	1.01	0.49	1.90	0.10	1.80

^a By subtracting the areas of this column from the “Overlap” column and the areas in the “Existing Irrigated Lands” column, the sixth column in Table 4.3 (Scenario 2) can be calculated.

^b Calculated by adding the areas in the “Groundwater” and “Missouri River” columns and subtracting the areas in the “Overlap” column.

^c Identified land areas irrigated using center-pivot sprinkler systems, which is smaller than the actual area of irrigated croplands estimated at ~250 thousand acres.

^d Calculated by subtracting the “Existing Irrigated Land” column from the “Combined” column.

North Dakota Water Education Foundation

Summer Water Tours

North Dakota Water Education Foundation tours offer a firsthand look at North Dakota's critical water issues and initiatives. Visit sites across the state in a series of one-day tours which include a variety of professionals and local leaders representing different viewpoints. Tour participants learn about water supply, fish and wildlife conservation, water quality, flood protection, water conservation, irrigation, and beneficial water use. Individual registration is \$30 per person per tour and includes tour transportation, lunch, refreshments, informational material, and a one-year digital subscription to the North Dakota Water magazine.

Up for the Challenge – Wednesday, June 4

In the last 15 years, the population in northwest North Dakota has increased by more than 57%, and meeting the needs of a growing population is paramount. The Western Area Water Supply (WAWS) is tapped to meet critical municipal, rural, and industrial water needs. Mountrail-Williams Electric Cooperative seeks to improve the quality of life in its service area. The Links of North Dakota, “Little Egypt” park, and Lund’s Landing are tasked with meeting recreational needs. Tour participants will also learn how irrigation impacts agriculture in the region at the Nesson Valley Irrigation Project. The tour begins and ends in Williston.

The Future of Flood Protection – Wednesday, June 18

Spring snow melts result in the recurring threat of major flooding along the Red River, creating anxiety in the Fargo-Moorhead metro and rural Cass County communities. The construction of the Fargo-Moorhead Metro Flood Diversion will help protect 260,000+ residents in this area. Tour participants will visit existing flood control facilities and flood protection sites and structures under construction. They will learn about the overall operation of the Diversion and how it will bring permanent, reliable flood protection to the area. The tour begins and ends in Fargo.

The Rising Impacts of Water – Thursday, July 10

Devils Lake has experienced flooding since 1993 and continues to see near record levels of water. Join us for the Devils Lake area tour to see the ongoing effects of the high water, mitigation efforts that have been implemented to reduce the impacts of flooding and some of the many recreational opportunities the additional waters have created. The tour begins and ends at the Spirit Lake Casino in Devils Lake.

Innovative Irrigation in Oakes - Tuesday, July 15

Irrigation plays an important role in the success of crops near Oakes in southeastern North Dakota. Onions and potatoes, along with other commodity crops, are irrigated using a variety of different methods, including drip irrigation, drain tile, and 360 RAIN. Several irrigators in the region are testing a novel satellite sensor and advanced modeling to measure moisture in the soil profile with the goal of saving water and conserving this valuable natural resource (backed by the National Science Foundation ag engine FARMS). Animal agriculture is also significant in this area, and hog manure works in tandem with irrigation to help the crops succeed. Learn how irrigation, conveyance ditches, hogs, and innovations in technology contribute to the economy in the southeast region of the state. The tour begins and ends in Oakes.

Water, Wind and Weather Modification – Wednesday, July 30

Southwestern North Dakota is not known for an abundance of water. However, the Bowman-Haley Lake and Dam, located southeast of Bowman, has 17 miles of scenic shoreline offering year-round recreational opportunities and a haven for a wide variety of wildlife. Weather modification is a tool used to benefit the semi-arid climate in the region; learn how it works and why it is a useful tool. Tour participants will also learn about Bowman Wind, a wind energy project that will generate 200 megawatts of energy, powering up to 72,000 U.S. homes. The tour begins and ends in Bowman.

CHANGE ORDER

Change Order No. 6DATE OF ISSUANCE April 25, 2025EFFECTIVE DATE April 25, 2025Owner: Garrison Diversion Conservancy DistrictContractor: Garney CompaniesProject: Red River Valley Water Supply Project, Transmission Pipeline EastOwner's Contract No.: 5BOwner's Task Order No.: 5532

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

Change Order Requests (CORs) Description:

1. COR21: Road Maintenance July 2024	\$13,016.71	8. COR19: Offsite Dewatering Disch July '24	\$133,003.29
2. COR25: Road Maintenance Aug 2024	\$12,868.35	9. COR22: Offsite Dewatering Disch Aug '24	\$115,992.76
3. COR27: Road Maintenance Sept 2024	\$51,755.78	10. COR28: Offsite Dewatering Disch Sept '24	\$115,056.42
4. COR30: Road Maintenance Oct 2024	\$19,780.96	11. COR31: Offsite Dewatering Disch Oct '24	\$180,560.31
5. <u>COR33: Road Maintenance Nov 2024</u>	<u>\$7,841.93</u>	12. COR34: Offsite Dewatering Disch Nov '24	\$71,989.42
Subtotal	\$105,263.73	13. <u>COR36: Offsite Dewatering Disch Dec '24</u>	<u>\$59,997.57</u>
		Subtotal	\$676,599.77
6. COR20: Topsoil Maintenance July 2024	\$13,068.68	14. <u>COR24: Zink Drain Tile Replacement</u>	<u>\$120,001.75</u>
7. <u>COR23: Topsoil Maintenance Aug 2024</u>	<u>\$3,095.15</u>		
Subtotal	\$16,163.83	GRAND TOTAL	\$918,029.08

Attachments: Garney COR Nos. 19 to 25, inclusive, 27, 28, 30, 31, 33, 34, and 36.**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$45,961,700.00Increase from previously approved Change Orders No. 1 to 5:\$1,657,639.79

Contract Price prior to this Change Order:

\$47,619,339.79Increase of this Change Order:\$918,029.08

Contract Price incorporating this Change Order:

\$48,537,368.87

(5.6% Increase Over Original Contract Price)

ACCEPTED:

By: _____
Owner (Authorized Signature)Printed: Duane DeKreyTitle: General Manager

Date: _____

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Substantial Completion: September 30, 2023
Ready for final payment: November 29, 2023
(days or dates)Increase from previously approved Change Orders No. 1 to No. 5:Substantial Completion: 97
Ready for final payment: 97
(days)

Contract Times prior to this Change Order:

Substantial Completion: January 5, 2024
Ready for final payment: March 5, 2024
(days or dates)Increase of this Change Order:Substantial Completion: 25
Ready for final payment: 25
(days)

Contract Times with all approved Change Orders:

Substantial Completion: January 30, 2024
Ready for final payment: March 30, 2024
(days or dates)

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Printed: _____

Title: _____

Date: _____

CHANGE ORDER

Change Order No. 1DATE OF ISSUANCE April 25, 2025EFFECTIVE DATE April 25, 2025Owner: Garrison Diversion Conservancy DistrictContractor: Oscar Renda Contracting, Inc.Project: Red River Valley Water Supply Project, Transmission Pipeline EastOwner's Contract No.: 5COwner's Task Order No.: 5533

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

Change Description: This change order will move allowance funds from Bid Item 30 – Artificial Trench Foundation (Allowance), which is underrunning estimated quantities included in the Contract Documents (1% used to date with job about 45% complete), to Bid Item 24 – Road Maintenance (Allowance), which is overrunning estimates included in the Contract Documents (92% used to date with job about 45% complete).

Bid Item 24 Increase – Road Maintenance (Allowance) \$440,000.00

Bid Item 30 Decrease – Artificial Trench Foundation (Allowance) (\$440,000.00)

Net Change in Contract Price \$0.00

Attachments: Work Change Directive No. 1.**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$76,663,355.00

No previously approved Change Orders:

\$0.00

Contract Price prior to this Change Order:

\$76,663,355.00

No change this Change Order:

\$0.00

Contract Price incorporating this Change Order:

\$76,663,355.00

(0.0% Increase Over Original Contract Price)

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Substantial Completion: May 29, 2026Ready for final payment: July 31, 2026

(days or dates)

No previously approved Change Orders:

Substantial Completion: 0Ready for final payment: 0

(days)

Contract Times prior to this Change Order:

Substantial Completion: May 29, 2026Ready for final payment: July 31, 2026

(days or dates)

No change this Change Order:

Substantial Completion: 0Ready for final payment: 0

(days)

Contract Times with all approved Change Orders:

Substantial Completion: May 29, 2026Ready for final payment: July 31, 2026

(days or dates)

ACCEPTED:

By: _____
Owner (Authorized Signature)Printed: Duane DeKreyTitle: General Manager

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Printed: _____

Title: _____

Date: _____



05.2 Work Change Directive

DATE OF ISSUANCE: 10.22.2024 06:29PM

EFFECTIVE DATE: 10.01.2024

Owner: Garrison Diversion Conservancy District
 Contractor: Oscar Renda Contracting, Inc
 Contract: Project: Transmission Pipeline East Contract 5C
 Owner's Task Order No.: 5533

The Contractor is directed to proceed promptly with the following:

Description:

Bid Item 24 – Road Maintenance (Allowance) in the amount of \$200,000 will be exceeded for road maintenance and repair work directed by Garrison Diversion and/or Black & Veatch. The funds available under this allowance are presently more than 80% spent. Additional funds are therefore necessary for continued road maintenance and repair activities. This WCD directs an increase of the Road Maintenance Allowance by \$440,000 and a reduction of Bid Item 30 – Artificial Trench Foundation (Allowance) by \$(440,000). The quantity under Bid Item 30 shall be reduced from 16,000 cubic yards to 12,000 cubic yards thereby reducing the extended cost the \$(440,000) amount. Less than 1% of Bid Item 30 has been used with nearly 25% of the pipe has already been installed. Black & Veatch expects the actual quantity of rock used for trench bottom stabilization to be a fraction of the allowance quantity.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes in Contract Price and Contract Times and other stipulations as so included herein, is issued due to:

Non-Agreement on pricing of proposed change.

X Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary)

*Estimated increase or decrease in contract pricing:

- Bid Item 24 Increase: \$440,000.00
- Bid Item 30 Decrease: \$(440,000.00)

Estimated increase or decrease in contract time:

- Substantial Completion: 0 Days
- Ready for final payment: 0 Days

*If the change involves an increase above the amount noted above, the estimated amount is not to be exceeded without further authorization.

Cost of the Work

Define if other

Supporting Documentation:

AUTHORIZED BY:

Kip Konar

DC2F044B3B184FF...

Red River Valley Water Supply Project
 Transmission Pipeline East Contract 5C

Work Change Directive Form
 10/14/2024

RRVWSP Work Plan Update
March 6, 2025

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, \$37,493,645.10 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, 19,402 feet has been installed. The Kelly Creek tunnel is complete.

To date, \$37,281,590.59 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 22,725 feet with one pipe crew.

To date, \$28,976,412.48 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 on the location for the BWTP and pump stations.

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	
6A	TPE James River to McKinnon Township	Carstensen	\$52,528,500.00	

ENDAWS Task Order 2150 – McClusky Canal Hydraulic and Water Quality Investigation

Task Order Effective Date: April 1, 2025

TASK ORDER EXECUTIVE SUMMARY**REQUEST**

Consideration and approval of a task order in the amount of \$443,000 for study and conceptual design associated with the McClusky Canal as part of the Eastern North Dakota Alternate Water Supply (ENDAWS) project.

NEED AND BENEFIT

Previous task orders have addressed the operational planning for the ENDAWS/RRVWSP project, including the biota water treatment plant, Lake Ashtabula, other reservoirs, and coordination with the Department of Water Resources, and the U.S. Army Corp of Engineers. To date, there has been no operational planning with the McClusky Canal or cost developed for operating the Canal, even though the costs are expected to be minor compared to the rest of the project. Furthermore, there are known hydraulic limitations to the McClusky Canal delivering the required flows to support ENDAWS, which are not considered significant, but need to be addressed. The benefit of this task order will be to develop conceptual designs to address hydraulic limitations, an overall operating plan for the McClusky Canal, and a cost for operations that will be integrated with the overall project operating plan and costs.

TASK ORDER SUMMARY

The services to be provided by the engineering team are fully described in the attached Task Order. The following summarizes each of the major tasks.

Basic Services:

	Fee
1) Task Order Management and Administration	\$58,432
2) Special Project and Third-Party Meetings	\$22,822
3) Data Collection	\$59,702
4) Canal Improvements	\$95,887
5) Draft Operating Plan	\$49,665
6) Canal Water Quality Improvements	\$93,927
7) GIS ArcMap to ArcGIS Pro Conversion	\$62,575
Totals	\$443,000

Special Services: There are no unique or specialized services required under this Task Order.

PROJECT OVERVIEW

This task order authorizes Engineer and its' Consultants to address the following challenges with the McClusky Canal as currently configured.

- The first challenge is water conveyance.** Currently, the Canal cannot convey the approximately 470 cubic feet per second (cfs) of flow necessary to supply all existing canal withdrawals and the future ENDAWS withdrawal as there are several hydraulic limitations that limit water flow in the Canal. This task will evaluate canal hydraulics, ice impacts to canal hydraulics, hydraulic limitations in the Canal, and develop feasibility level designs and capital costs for addressing the hydraulic limitations. The feasibility level design will be used to determine the best contractual method by which Garrison Diversion and/or the U.S. Department of the Interior, Bureau of Reclamation (Reclamation) can complete the hydraulic improvements in the next three years.

ENDAWS Task Order 2150 – McClusky Canal Hydraulic and Water Quality Investigation

Task Order Effective Date: April 1, 2025

TASK ORDER EXECUTIVE SUMMARY

2. **The second challenge is the lack of a comprehensive canal operating plan.** Currently, a comprehensive, integrated operating plan for the Canal infrastructure and water supply assets does not exist. This task will assess and develop recommendations regarding Canal operations during ice conditions, develop a draft operating plan, and prepare recommendations for Canal operating improvements so that Garrison Diversion has the operational and monitoring control needed for continuous delivery of water in the Canal to the ENDAWS/RRVWSP water intake.
3. **The third challenge is water quality.** The water quality in the Canal is currently of lower quality than Lake Sakakawea and Lake Audubon. Historic studies have been completed by the Reclamation on canal freshening, which will be used as a reference during this study. This task will focus on operations and use of the Painted Woods Outlet, existing and planned Canal withdrawals, and the Snake Creek pumping plant to improve water quality in the Canal. Recommendations will be developed to identify means by which the McClusky Canal water quality can be improved prior to the ENDAWS/RRVWSP startup. These recommendations are expected to build on the recommendations presented in the Draft Operational Plan for the RRVWSP prepared in 2010 for Garrison Diversion by Black & Veatch and AE2S.
4. **Finally, this Task Order includes the migration of ArcGIS Map to ArcGIS Pro.** ArcGIS Map had a customized GDGD GIS tool developed in a programming language called VB.Net. The functionality of the GDGD GIS Tool will be transitioned to a cloud reporting solutions web map application and ArcGIS Pro desktop application.



Black & Veatch Corporation

Professional Services for Red River Valley Water Supply Project

Under General Agreement dated January 17, 2008 and Subsequent Amendment dated April 14, 2024.

ENDAWS Task Order 2150 – McClusky Canal Hydraulic and Water Quality Investigation

Effective Date – April 1, 2025

Content of this Task Order is as follows:

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II. TASK ORDER OBJECTIVES	1
III. GENERAL REQUIREMENTS.....	2
IV. BASIC SERVICES	2
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VI. DELIVERABLES	8
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X. PERFORMANCE SCHEDULE.....	9
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I. PROJECT BACKGROUND

The McClusky Canal is the preferred intake for the RRVWSP/ENDAWS. As such it needs to reliably convey the required water flows at a preferred water quality. The Canal was studied extensively in the 1980s but there has been little study since that time and there is no overall operational plan for the Canal.

II. TASK ORDER OBJECTIVES

This task order authorizes Engineer and its' Subconsultants to address the following challenges with the McClusky Canal as currently configured.

1. The first challenge is water conveyance. Currently, the Canal cannot convey the approximately 470 cubic feet per second (cfs) of flow necessary to supply all existing canal withdrawals and the future ENDAWS withdrawal as there are several hydraulic limitations that limit water flow in the Canal. This task will evaluate canal hydraulics, ice impacts to canal hydraulics, hydraulic limitations in the Canal, and develop feasibility level designs and capital costs for addressing the hydraulic limitations. The feasibility level design will be used to determine the best contractual method by which Garrison Diversion and/or the Bureau of Reclamation can complete the hydraulic improvements in the next three years.

2. The second challenge is the lack of a comprehensive canal operating plan. Currently, a comprehensive, integrated operating plan for the Canal infrastructure and water supply assets does not exist. This task will assess and develop recommendations regarding canal operations during ice conditions, develop a draft operating plan, and prepare recommendations for Canal operating improvements so that Garrison Diversion has the operational and monitoring control needed for continuous delivery of water in the Canal to the ENDAWS/RRVWSP water intake.
3. The third challenge is water quality. The water quality in the Canal is currently of lower quality than Lake Sakakawea and Lake Audubon. The Bureau of Reclamation has completed historic studies on canal freshening which will be used as a reference during this study. This task will focus on operations and use of the Painted Woods Outlet, existing and planned canal withdrawals, and the Snake Creek pumping plant to improve water quality in the Canal. Recommendations will be developed to identify means by which the McClusky Canal water quality can be improved prior to the ENDAWS/RRVWSP startup. These recommendations are expected to build on the recommendations presented in the Draft Operational Plan for the RRVWSP prepared for Garrison Diversion by Black & Veatch and AE2S in 2010.
4. Finally, this task order also includes the migration of ArcGIS Map to ArcGIS Pro. ArcGIS Map had a customized GDCD GIS tool developed in a programming language called VB.Net. The functionality of the GDCD GIS Tool will be transitioned to a cloud reporting solutions web map application and ArcGIS Pro desktop application.

III. GENERAL REQUIREMENTS

1. Under this Task Order, Engineer will provide services in accordance with the Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008 (Agreement).
2. General Description of Activities. The Basic Services to be performed by Engineer consist of professional services associated with improving water flow through the McClusky Canal, improving water quality, and develop an initial McClusky Canal Operating Plan.
3. Work outside Basic and Special Services. Engineer agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this Task Order or a new separate Task Order.
4. Document Production Standards and Procedures. Engineer will prepare Geotechnical Reports, GDRs, and GBR using Engineer's standard report formatting, drawing production standards, and AutoCAD drafting standards.

IV. BASIC SERVICES

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

- Task 1 – Task Order Management and Administration
- Task 2 – Special Project and Third-Party Meetings
- Task 3 – Data Collection

- Task 4 – Canal Improvements
- Task 5 – Draft Operating Plan
- Task 6 – Canal Water Quality Improvements
- Task 7 - GIS ArcMap to ArcGIS Pro Conversion

1. **Task 1 - Task Order Management and Administration**

This task includes overall management and development of a Project Management Plan specific to the Work. The overall objective of this task is to keep the Task Order on schedule and within budget.

- A. **Project Management.** Engineer will provide management services necessary for execution of the Task Order, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, Owner coordination, Subconsultant coordination and other standard and customary activities required for timely completion of the Work.
- B. **Administration.** Perform general administrative duties associated with the Task Order, including general correspondence, day-to-day contact and coordination, administration, and monthly invoicing in a form that is acceptable to the Owner.

2. **Task 2 - Special Project and Third-Party Meetings**

The overall objective of this task is to keep stakeholders apprised of Task Order status and to provide a forum for stakeholder input. Engineer will prepare an agenda and provide meeting notes documenting discussions and action items. The following meetings are anticipated:

- A. **Task Order Initiation Meeting.** Engineer will conduct a Task Order Initiation Conference Call with the Owner and Subconsultants to review the overall approach to the work (virtual).
- B. **Third Party Meetings.** Up to three meetings (virtual). Potentially LAWA, USACE, and DWR.
- C. **Bureau of Reclamation Meetings.** Three coordination meetings (virtual).

3. **Task 3 – Data Collection**

- A. **Field Data Collection**
 - i. **Survey of focus structures, relevant irrigation intakes, and chain of lakes boat ramps, if deemed necessary.**
 - (a) **Assumption:** Six canal structures, including the Painted Woods Outlet, five irrigation intakes, and two boat ramps.
 - ii. **Local canal bathymetry to assess sedimentation relative to previously obtained data. This data will be used to identify the need for more extensive bathymetric survey of the canal.**
 - (a) **Assumption:** Approximately forty cross sections at up to ten unique locations along the canal.

B. Records Review

- i. Literature and as-built search and review.
- ii. GDCC structures and irrigation intake data review.
- iii. Coordinate with Bureau of Reclamation on similar canal operation plan examples and review.
- iv. Request relevant Snake Creek Pumping Plant and McClusky Canal operating orders including irrigator, Canadian, ND Game and Fish, US Fish and Wildlife, and Chain of Lakes obligations.
- v. Request and review BV/Burian and Associates ENDAWS/RRVWS operating plan.
- vi. Review the following relevant BV ENDAWS TO 3210 PDR chapters:
 - (a) "3" – Regulatory Considerations
 - (b) "4" – Source Water Quality
 - (c) "5" – Source Water Availability
 - (d) "6" – Capacity Requirements
 - (e) "7" – Hydraulics
 - (f) "23" – System Operations
 - (g) "24" – Implementation Plan

C. Site Visits

- i. One site visit to canal with two staff from AE2S. Assumed to be a day trip.
- ii. Virtual canal tour for Burian and Associates.

4. Task 4 – Canal Improvements

A. Meetings

- i. One progress meeting with Owner (virtual).
- ii. Draft deliverable review meeting with Owner (virtual).
- iii. Up to three design coordination meetings with BV (virtual).

B. Alternatives Analysis to Mitigate Flow Restrictions

- i. Perform updated HEC-RAS modeling using normal operating conditions.
- ii. Assess canal flow restrictions during normal operating conditions and ENDAWS TO 3210 PDR design flows.
- iii. In HEC-RAS, assess hydraulic sensitivity to canal sediment accumulation.

- iv. Development of up to three improvement alternative scenarios, or up to two improvement alternatives for each identified flow restriction in the canal to achieve flows identified in ENDAWS TO 3210 PDR.
- v. Review the potential operational impacts from ice conditions and identify systems, equipment, or capital improvements needed to achieve the necessary operational flexibility during ice conditions.
- vi. Prepare preliminary opinions of probable project costs for the identified improvement scenarios.

C. Appraisal Level Design

- i. Work with GDCD and BV to select a preferred improvement alternative.
- ii. Prepare an appraisal level design of the preferred improvement alternative.
- iii. Refine opinions of probable project cost for the preferred alternative.
- iv. Develop a Hydraulic Considerations Memorandum that includes Capital Improvement recommendations.

5. **Task 5 – Draft Operating Plan**

A. Meetings

- i. One progress meeting with Owner (virtual).
- ii. Draft deliverable review meeting with Owner (virtual).
- iii. Up to three design coordination meetings with BV (virtual).

B. Draft Operating Plan

- i. Identify constraints and develop goals for a McClusky Canal operating plan.
 - (a) Review and incorporate Lake Audubon operations.
 - (b) Additional considerations regarding lag times for Lake Sakakawea and Lake Audubon.
 - (c) Include Lake Ashtabula triggers to enhance the efficiency of canal operations.
 - (d) Analyze and document pipe freshening flows and net evaporation relative to the range of required Project flows.
 - (e) Develop an operational profile detailing the hydraulic transfer of water from Lake Sakakawea to the Sheyenne River Outlet.
 - (f) Develop a draft governance structure for the operation of the McClusky Canal.
 - (g) Interface with core infrastructure and operations.

- ii. Use HEC-RAS modeling developed by others to improve understanding of canal hydraulics and guide the development of an operating plan.
- iii. Define systems and equipment to implement an effective and flexible canal operating plan, including considerations related to I&C and integration with operations at the Snake Creek Pumping Plant.
- iv. Develop a draft operating plan to achieve flexible and dynamic canal operations. At a minimum, the draft operating plan will consider operating order constraints, operations during ice conditions, Snake Creek Pumping Plant considerations, and the dynamic range of flows necessary for planned canal operations. Operating costs will also be developed.

6. Task 6 – Canal Water Quality Improvements

A. Meetings

- i. One progress meeting with Owner (virtual).
- ii. Draft deliverable review meeting with Owner (virtual).
- iii. Up to three design coordination meetings with BV (virtual).

B. Canal Freshening Review

- i. Review the Painted Woods Outlet infrastructure and capacity. Includes a general review of channel capacity from Painted Woods Outlet to the Painted Woods Creek confluence with the Missouri River near Washburn to understand capacity and potential flooding impacts.
- ii. Define canal freshening goals and desired water quality (up to three scenarios). Review goals relative to current outlet capacity.
- iii. Coordinate with GDCD and BV to identify potential constraints in Painted Woods Creek.
- iv. Develop a HEC-RAS model of Painted Woods Creek to improve understanding of channel hydraulics, potential downstream constraints, and other limitations.
- v. Assess freshening options for the 20 miles of canal between the Painted Woods Outlet and the ENDAWS intake.
- vi. Identify up to two improvement alternatives for the Painted Woods Outlet to improve freshening while remaining within acceptable flow constraints in Painted Woods Creek.
- vii. Identify up to two additional improvements alternatives for water quality improvements downstream of the Painted Woods Outlet.
- viii. Develop a high-level summary of permitting and access considerations for water quality improvements and Painted Woods Outlet modifications.

- ix. Prepare opinions of probable project cost for the preferred water quality improvement modifications.
- x. Develop a technical memorandum summarizing the water quality improvement recommendations, recommended modifications to the Painted Woods Outlet, and the expected freshening efficacy.

7. Task 7 – GIS ArcMap to ArcGIS Pro Conversion

- A. Meetings
 - i. Two progress meeting with Owner/BV (virtual).
- B. Transfer ArcMap file to ArcGIS Pro file.
- C. Final migration of data to ArcGIS Online.
- D. Transition ArcGIS Map SDK (VB.Net) Water Report Tools to a Cloud Reporting Solution.
 - i. Transition data input tools, calculations, and reporting tools to a cloud reporting solution with mobile data input capabilities.
 - ii. Annual fees for cloud reporting solution are \$4,500 and are not included in the cost estimate.
- E. Transition ArcGIS Map SDK (VB.Net) McClusky V-Ditch Tools to mobile friendly form centric solution (ArcGIS Online Survey123) with reporting capabilities.
 - i. New Rockford V-Ditch Tool will not be migrated over to the new system.
- F. Transition ArcGIS Map SDK (VB.Net) tools listed below to a Web Map App through Experience Builder.
 - i. Transition Draw Polygon to Calculate Acres button to Draw button in Experience Builder.
 - ii. Transition Switch Hyperlink to Photo button and switch hyperlink to Drawing button to Attachments for Selected Attributes.
 - iii. Transition Calculate Acreage for Selected Polygons button to Selected Features Attributes.
 - iv. Transition Zoom to Extent of Canals buttons to Bookmarks Tab.
 - v. Transition Add/Remove Layers button to Layer Grouping
 - vi. Setup Data Editing from ArcGIS Online Layers within Web Map App.
- G. Transition ArcGIS Map SDK (VB.Net) Tools to ArcGIS Pro Template Functionality
 - i. Transition Switch Hyperlink to Photo button and Switch Hyperlink to Drawing button to Attachments for Selected Attributes.

- ii. Transition Calculate Acreage for Selected Polygons button to Selected Features Attributes.
- iii. Transition Zoom to Extent of Canals buttons to Bookmarks Tab.
- iv. Transition Add/Remove Layers button to Layer Grouping, Linked Data Reference Folder and Purpose Drive Maps.
- v. Setup data editing from ArcGIS Online Layers within ArcGIS Pro.
- vi. Transition Create Layout Button to ArcGIS Pro template with customized layouts.
- H. Transition ArcGIS Map SDK (VB.Net) Tools to SharePoint Functionality
 - i. Transition Fetch Scanned Documents button, View Metadata, and View User Guide to SharePoint Site.
- I. Testing and Debugging
 - i. Thoroughly test migrated functionality within the ArcGIS Online and ArcGIS Pro environment.
 - ii. Debug any issues that arise during testing.
- J. Documentation and Training
 - i. Update documentation and provide training to users of ArcGIS Pro and ArcGIS Online.
 - ii. Highlight changes in functionality or workflow.

V. SPECIAL SERVICES

None this Task Order.

VI. DELIVERABLES

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

1. Task 1 – Project Management
 - A. Progress Reports (electronic pdf files)
 - B. Baseline Schedule and Updates (electronic pdf files)
2. Task 2 – Special Project and Third-Party Meetings. Meeting agenda (included with MS Outlook meeting invitations) and minutes (electronic pdf files)
3. Task 3 – Data Collection
 - A. Survey Overview Figure(s)
 - B. CSV file of survey data points

4. Task 4 – Canal Improvements
 - A. Updated HEC-RAS Model
 - B. Canal Hydraulic Improvement Considerations Memorandum with Capital Improvement Recommendations
5. Task 5 – Draft Operating Plan
 - A. Draft McClusky Canal Operating Plan
6. Task 6 - Canal Water Quality Improvements
 - A. Canal Water Quality Improvements Recommendation Memorandum
7. Task 7 - GIS ArcMap to ArcGIS Pro Conversion
 - A. GIS Conversion Updated Documentation.

VII. ADDITIONAL SERVICES

None this Task Order.

VIII. SPECIAL RESPONSIBILITIES OF OWNER

Draft Deliverable Review Requirements. Owner commits to review periods for Draft deliverables of no more than 30 calendar days after receipt of deliverables from Engineer. A review meeting will be scheduled and conducted by Engineer no more than 14 calendar days after receipt of Owner review comments, unless another mutually agreed upon date is selected.

IX. FEE

The total fee for Basic Services provided under this Task Order is Four Hundred Forty-Three Thousand Dollars (\$443,000). A worksheet showing the fee estimate and level of effort by task is included in Attachment A.

X. PERFORMANCE SCHEDULE

- Anticipate agreements signed and start work: April 1, 2025
- Draft Hydraulic Considerations Memorandum by July 30, 2025
- Survey Field Work: Spring/Summer 2025
- Final Hydraulic Considerations Memorandum by early October of 2025
- Draft Long-Term Canal Operating Plan by early October 2025
- Draft Canal Freshening Recommendations Memorandum by early October 2025

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

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

XII. ACCEPTANCE

If this satisfactorily sets forth your understanding of this Task Order, please electronically sign this document. An electronic copy of the fully executed document will be provided upon execution by all parties.

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

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

Dated: _____

Dated: _____

DRAFT

ATTACHMENT A

Fee Estimate Worksheets

DRAFT



Garrison Diversion Conservancy District
ENDAWS Task Order 2150 - McClusky Canal Hydraulic and Water Quality Investigation
BV Project No. xxxxxx
Black & Veatch and Subconsultants

Task	Lead Firm	Position	P	PM1	EM1	ADM2	PA1	Labor Detail	Labor Detail	Expense Detail	Sub Consulta	Sub Consult	Expense Detail	Labor Detail	Labor Detail			TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Principal	Project Manager 1	Engineering Manager 1	Administrator 1	Project Acct 1	BV Level of Effort (hrs)	BV Labor Cost	Hobacca	AE2S Hours	AE2S Sub Costs	AE2S Sub Markup	Burian Level of Effort (hrs)	Burian Labor Cost	Burian Sub Markup	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES																					
1	BV	Task Order Management and Administration	0	36	36	40	40	152	\$30,778	\$1,392	78	\$16,796	\$935	46	\$8,125	\$406	\$27,654	152	\$30,778	\$27,654	\$58,432
A	BV	Project Management		12	12	24	16	64	\$12,618	\$586	46	\$10,084	\$599	21	\$3,920	\$196	\$15,385	64	\$12,618	\$15,385	\$28,003
B	BV	Adminstration		24	24	16	24	88	\$18,160	\$806	32	\$6,712	\$336	25	\$4,205	\$210	\$12,269	88	\$18,160	\$12,269	\$30,429
2	AE2S	Special Project Meetings	8	0	0	0	0	8	\$0	\$73	46	\$11,514	\$576	56	\$10,150	\$509	\$22,822	8	\$0	\$22,822	\$22,822
A	AE2S	Kickoff Meeting (virtual)	8					8	\$0	\$73	10	\$2,471	\$124	8	\$1,450	\$73	\$4,191	8	\$0	\$4,191	\$4,191
B	AE2S	Third Party Meetings (up to three virtual meetings)						0	\$0	\$0	22	\$5,383	\$269	24	\$4,350	\$218	\$10,220	0	\$0	\$10,220	\$10,220
C	AE2S	Bureau of Reclamation Meetings (up to three virtual meetings)						0	\$0	\$0	14	\$3,661	\$183	24	\$4,350	\$218	\$8,412	0	\$0	\$8,412	\$8,412
3	AE2S	Data Collection	8	0	0	0	0	8	\$0	\$73	254	\$49,439	\$2,472	38	\$7,350	\$368	\$59,702	8	\$0	\$59,702	\$59,702
A	AE2S	Field Data Collection	8					8	\$0	\$73	130	\$23,222	\$1,161	0	\$0	\$0	\$24,456	8	\$0	\$24,456	\$24,456
B	AE2S	Records Review						0	\$0	\$0	100	\$19,855	\$993	30	\$5,900	\$295	\$27,043	0	\$0	\$27,043	\$27,043
C	AE2S	McClusky Canal Site Visit (two AE2S staff)						0	\$0	\$0	24	\$6,362	\$318	8	\$1,450	\$73	\$8,203	0	\$0	\$8,203	\$8,203
4	AE2S	Canal Improvements	16	0	0	0	0	16	\$0	\$147	448	\$91,182	\$4,558	0	\$0	\$0	\$95,887	16	\$0	\$95,887	\$95,887
A	AE2S	Meetings	16					16	\$0	\$147	24	\$5,370	\$268	0	\$0	\$0	\$5,785	16	\$0	\$5,785	\$5,785
B	AE2S	HEC-RAS modeling and canal hydraulics assessment						0	\$0	\$0	56	\$10,710	\$536	0	\$0	\$0	\$11,246	0	\$0	\$11,246	\$11,246
C	AE2S	Review of ice and sediment impacts and associated modeling						0	\$0	\$0	66	\$13,162	\$658	0	\$0	\$0	\$13,820	0	\$0	\$13,820	\$13,820
D	AE2S	Improvement alternatives development						0	\$0	\$0	36	\$7,174	\$359	0	\$0	\$0	\$7,533	0	\$0	\$7,533	\$7,533
E	AE2S	Identify systems, equipment, or capital improvements needed						0	\$0	\$0	30	\$6,459	\$323	0	\$0	\$0	\$6,782	0	\$0	\$6,782	\$6,782
F	AE2S	Prepare opinions of probable project costs for improvements						0	\$0	\$0	26	\$5,184	\$259	0	\$0	\$0	\$5,443	0	\$0	\$5,443	\$5,443
G	AE2S	Preferred Alternative Selection						0	\$0	\$0	18	\$3,944	\$197	0	\$0	\$0	\$4,141	0	\$0	\$4,141	\$4,141
H	AE2S	Appraisal level design of preferred alternative						0	\$0	\$0	86	\$17,908	\$895	0	\$0	\$0	\$18,803	0	\$0	\$18,803	\$18,803
I	AE2S	Refined opinions of probable project cost						0	\$0	\$0	12	\$2,488	\$124	0	\$0	\$0	\$2,612	0	\$0	\$2,612	\$2,612
J	AE2S	Develop capital improvement recommendations						0	\$0	\$0	20	\$4,344	\$217	0	\$0	\$0	\$4,561	0	\$0	\$4,561	\$4,561
K	AE2S	Prepare a Hydraulic Consideration Memorandum						0	\$0	\$0	74	\$14,439	\$722	0	\$0	\$0	\$15,161	0	\$0	\$15,161	\$15,161
5	BA	Draft Operating Plan	16	0	0	0	0	16	\$0	\$147	0	\$0	\$0	260	\$47,150	\$2,358	\$49,655	16	\$0	\$49,655	\$49,655
A	BA	Meetings	16					16	\$0	\$147	0	\$0	\$0	40	\$7,250	\$363	\$7,760	16	\$0	\$7,760	\$7,760
B	BA	Develop Draft Operating Plan						0	\$0	\$0	0	\$0	\$0	220	\$39,900	\$1,995	\$41,895	0	\$0	\$41,895	\$41,895
6	AE2S	Canal Water Quality Improvements	16	0	0	0	0	16	\$0	\$147	290	\$56,191	\$37,774	185	\$33,125	\$1,656	\$128,893	16	\$0	\$93,927	\$93,927
A	AE2S	Meetings	16					16	\$0	\$147	24	\$5,408	\$270	40	\$7,400	\$370	\$13,595	16	\$0	\$13,595	\$13,595
B	AE2S	Review of Painted Woods Outlet (PWO) and Painted Woods Creek (PWC)						0	\$0	\$0	20	\$3,897	\$195	0	\$0	\$0	\$4,092	0	\$0	\$4,092	\$4,092
C	AE2S	Define canal freshening goals and desires (up to 3 scenarios)						0	\$0	\$0	20	\$3,897	\$195	145	\$25,725	\$1,286	\$31,103	0	\$0	\$31,103	\$31,103
D	AE2S	Work with GD CD and BV to identify constraints in PWC						0	\$0	\$0	4	\$977	\$49	0	\$0	\$0	\$1,026	0	\$0	\$1,026	\$1,026
E	AE2S	HEC-RAS modeling of PWC						0	\$0	\$0	24	\$4,228	\$211	0	\$0	\$0	\$4,439	0	\$0	\$4,439	\$4,439
F	AE2S	Assess freshening options for the 20-miles of canal after PWO						0	\$0	\$0	36	\$6,419	\$321	0	\$0	\$0	\$6,740	0	\$0	\$6,740	\$6,740
G	AE2S	Identify up to two improvement alternatives for PWO to improve freshening						0	\$0	\$0	36	\$7,229	\$361	0	\$0	\$0	\$7,590	0	\$0	\$7,590	\$7,590
H	AE2S	Identify up to two improvement alternatives for the 20 miles downstream of PWO						0	\$0	\$0	36	\$7,229	\$361	0	\$0	\$0	\$7,590	0	\$0	\$7,590	\$7,590
I	AE2S	High-level summary of permitting and access considerations						0	\$0	\$0	20	\$3,688	\$184	0	\$0	\$0	\$3,872	0	\$0	\$3,872	\$3,872
J	AE2S	Prepare opinions of probable project costs for improvements						0	\$0	\$0	16	\$3,110	\$156	0	\$0	\$0	\$3,266	0	\$0	\$3,266	\$3,266



Garrison Diversion Conservancy District
ENDAWS Task Order 2150 - McClusky Canal Hydraulic and Water Quality Investigation
BV Project No. xxxxxx
Black & Veatch and Subconsultants

Task	Lead Firm	Position	P	PM1	EM1	ADM2	PA1	Labor Detail	Labor Detail	Expense Detail	Sub Consulta	Sub Consult	Expense Detail	Labor Detail	Labor Detail			TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Principal	Project Manager 1	Engineering Manager 1	Administrator 1	Project Acct 1	BV Level of Effort (hrs)	BV Labor Cost	Hobacca	AE2S Hours	AE2S Sub Costs	AE2S Sub Markup	Burian Level of Effort (hrs)	Burian Labor Cost	Burian Sub Markup	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
K	AE2S	Develop Water Quality Technical Memorandum						0	\$0	\$0	54	\$10,109	\$505	0	\$0	\$0	\$10,614	0	\$0	\$10,614	\$10,614
7	AE2S	GIS ArcMap to ArcGIS Pro Conversion	0	0	0	0	0	0	\$0	\$0	416	\$59,595	\$2,980	0	\$0	\$0	\$62,575	0	\$0	\$62,575	\$62,575
A	AE2S	Meetings						0	\$0	\$0	22	\$4,975	\$249	0	\$0	\$0	\$5,224	0	\$0	\$5,224	\$5,224
B	AE2S	Transfer ArcMap file to ArcGIS Pro file						0	\$0	\$0	6	\$857	\$43	0	\$0	\$0	\$900	0	\$0	\$900	\$900
C	AE2S	Final Migration of data to ArcGIS Online						0	\$0	\$0	24	\$3,427	\$171	0	\$0	\$0	\$3,598	0	\$0	\$3,598	\$3,598
D	AE2S	Transition ArcGIS Map SDK Water Report Tools to Cloud Reporting						0	\$0	\$0	250	\$33,676	\$1,684	0	\$0	\$0	\$35,360	0	\$0	\$35,360	\$35,360
E	AE2S	Transition ArcGIS Map SDK McClusky V-Ditch Tools to mobile centric solution						0	\$0	\$0	16	\$2,169	\$108	0	\$0	\$0	\$2,277	0	\$0	\$2,277	\$2,277
F	AE2S	Transition ArcGIS Map SDK Tools to web map app through Experience Builder						0	\$0	\$0	24	\$3,427	\$171	0	\$0	\$0	\$3,598	0	\$0	\$3,598	\$3,598
G	AE2S	Transition ArcGIS Map SDK Tools to ArcGIS Pro Template Functionality						0	\$0	\$0	12	\$1,713	\$86	0	\$0	\$0	\$1,799	0	\$0	\$1,799	\$1,799
H	AE2S	Transition ArcGIS Map SDK Tools to SharePoint Functionality						0	\$0	\$0	10	\$1,485	\$74	0	\$0	\$0	\$1,559	0	\$0	\$1,559	\$1,559
I	AE2S	Testing and Debugging						0	\$0	\$0	22	\$3,372	\$169	0	\$0	\$0	\$3,541	0	\$0	\$3,541	\$3,541
J	AE2S	Documentation and Training						0	\$0	\$0	30	\$4,494	\$225	0	\$0	\$0	\$4,719	0	\$0	\$4,719	\$4,719
Totals For Basic Services			64	36	36	40	40	216	\$30,778	\$1,979	1,532	\$284,717	\$14,329	585	\$105,900	\$5,297	\$412,222	216	\$30,778	\$412,222	\$443,000
PROJECT TOTALS			64	36	36	40	40	216	\$30,778	\$1,979	1,532	\$284,717	\$14,329	585	\$105,900	\$5,297	\$412,222	216	\$30,778	\$412,222	\$443,000



Garrison Diversion Conservancy District
Red River Valley Water Supply Project
ENDAWS TO 2150 - McClusky Canal Hydraulic and Water Quality Investigation
BV Project No. xxxxxx
Burian & Associates

Task	Lead Firm	Position	PIC	ENG I	ENG3	C2	ENG	GIS	BSS IV	Labor Detail	Labor Detail	TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Steve Burian	Betsy Seaver	Katue	Kaycie	Jordan Prazak	Jason Helmowski	Dani Kelly	Burian Level of Effort (hrs)	Labor Cost	Burian Level of Effort (hrs)	Burian Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES															
1		Task Order Management & Administration	11	28	0	0	0	0	7	46	\$8,125	46	\$8,125	\$0	\$8,125
A	All	General Project Management (7 Months)	7	14					0	21	\$3,920	21	\$3,920	\$0	\$3,920
B	All	Administration	4	14					7	25	\$4,205	25	\$4,205	\$0	\$4,205
2		Special Project Meetings	14	28	14	0	0	0	0	56	\$10,150	56	\$10,150	\$0	\$10,150
A	All	Kickoff Meeting	2	4	2					8	\$1,450	8	\$1,450	\$0	\$1,450
B	AE2S	Third Part Meetings	6	12	6					24	\$4,350	24	\$4,350	\$0	\$4,350
C	AE2S	Meetings with Bureau of Reclamation	6	12	6					24	\$4,350	24	\$4,350	\$0	\$4,350
3		Data Collection	12	14	12					38	\$7,350	38	\$7,350	\$0	\$7,350
A	AE2S	Field Data Collection								0	\$0	0	\$0	\$0	\$0
B	All	Records Review	10	10	10					30	\$5,900	30	\$5,900	\$0	\$5,900
C	AE2S	Site Visit (BA Google Earth Tour)	2	4	2					8	\$1,450	8	\$1,450	\$0	\$1,450
4		Canal Improvements	0	0	0	0	0	0	0	0	\$0	0	\$0	\$0	\$0
A	All	Coordination Meetings								0	\$0	0	\$0	\$0	\$0
B	All	Alternative Analysis to Mitigate Flow Restrictions								0	\$0	0	\$0	\$0	\$0
C	All	Appraisal Level Design								0	\$0	0	\$0	\$0	\$0
5		Draft Operational Plan	50	60	130	0	10	10	0	260	\$47,150	260	\$47,150	\$0	\$47,150
A	All	Coordination Meetings	10	20	10					40	\$7,250	40	\$7,250	\$0	\$7,250
B	BA	Draft Operational Plan	40	40	120		10	10		220	\$39,900	220	\$39,900	\$0	\$39,900
6		Canal Water Quality Improvements	30	60	40	50	0	5	0	185	\$33,125	185	\$33,125	\$0	\$33,125
A	All	Coordination Meetings	10	20		10				40	\$7,400	40	\$7,400	\$0	\$7,400
B	All	Canal Refreshening Review	20	40	40	40		5		145	\$25,725	145	\$25,725	\$0	\$25,725
7		GIS ArcMap and ArcGIS Pro Conversion	0	0	0	0	0	0	0	0	\$0	0	\$0	\$0	\$0
A	All	Coordination Meetings								0	\$0	0	\$0	\$0	\$0
B	AE2S	Transfer ArcMap file to ArcGIS Pro File								0	\$0	0	\$0	\$0	\$0
C	AE2S	Final Migration of Data to ArcGIS Online								0	\$0	0	\$0	\$0	\$0
D	AE2S	Transition ArcGIS Map SDK Water Report Tools to a Cloud Reporting Solution								0	\$0	0	\$0	\$0	\$0
E	AE2S	Transition ArcGIS Map SDK McClusky V-Ditch Tools to Mobile Friendly Form Centric Solution with Reporting Capabilities								0	\$0	0	\$0	\$0	\$0
F	AE2S	Transition ArcGIS Map SDK Tool Listed Below to a Web Map App Through Experience Builder								0	\$0	0	\$0	\$0	\$0
PROJECT TOTALS			117	190	196	50	10	15	7	585	\$105,900	585	\$105,900	\$0	\$105,900



Garrison Diversion Conservancy District
ENDAWS Task Order 2150 - McClusky Canal Hydraulic and Water Quality Investigation
BV Project No. xxxxxx
AE2S

Task	Lead Firm	Position	PM6	PM2	E5	E1	E2	LS1	LS4	SD2	I&C4	GIS5	GIS1	PC2	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
		</																						



Garrison Diversion Conservancy District
ENDAWS Task Order 2150 - McClusky Canal Hydraulic and Water Quality Investigation
BV Project No. xxxxxx
AE2S

Task	Lead Firm	Position	PM6	PM2	E5	E1	E2	LS1	LS4	SD2	I&C4	GIS5	GIS1	PC2	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Project Principal	Project Manager	Engineer 5	Engineer 1/EIT	Engineer 2/EIT	Surveyor 1	Surveyor 4	CAD	I&C	GIS 5	GIS 1	Project Coord/Admin	AE2S Level of Effort (hrs)	Labor Cost	Travel	Printing	Misc	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
K	AE2S	Develop Water Quality Technical Memorandum	2	8	12	24								8	54	\$10,109				\$0	54	\$10,109	\$0	\$10,109
7	AE2S	GIS ArcMap to ArcGIS Pro Conversion	4	8	0	0	0	0	0	0	0	118	278	8	416	\$59,595	\$0	\$0	\$0	\$0	416	\$59,595	\$0	\$59,595
A	AE2S	Meetings	4	8								8	2		22	\$4,975				\$0	22	\$4,975	\$0	\$4,975
B	AE2S	Transfer ArcMap file to ArcGIS Pro file										2	4		6	\$857				\$0	6	\$857	\$0	\$857
C	AE2S	Final Migration of data to ArcGIS Online										8	16		24	\$3,427				\$0	24	\$3,427	\$0	\$3,427
D	AE2S	Transition ArcGIS Map SDK Water Report Tools to Cloud Reporting										60	190		250	\$33,676				\$0	250	\$33,676	\$0	\$33,676
E	AE2S	Transition ArcGIS Map SDK McClusky V-Ditch Tools to mobile centric solution										4	12		16	\$2,169				\$0	16	\$2,169	\$0	\$2,169
F	AE2S	Transition ArcGIS Map SDK Tools to web map app through Experience Builder										8	16		24	\$3,427				\$0	24	\$3,427	\$0	\$3,427
G	AE2S	Transition ArcGIS Map SDK Tools to ArcGIS Pro Template Functionality										4	8		12	\$1,713				\$0	12	\$1,713	\$0	\$1,713
H	AE2S	Transition ArcGIS Map SDK Tools to SharePoint Functionality										4	6		10	\$1,485				\$0	10	\$1,485	\$0	\$1,485
I	AE2S	Testing and Debugging										10	12		22	\$3,372				\$0	22	\$3,372	\$0	\$3,372
J	AE2S	Documentation and Training										10	12	8	30	\$4,494				\$0	30	\$4,494	\$0	\$4,494
PROJECT TOTALS			38	258	168	180	210	60	60	84	10	138	278	48	1,532	\$282,217	\$1,000	\$0	\$1,500	\$2,500	1,532	\$282,217	\$2,500	\$284,717

**ENDAWS Task Order 2350 – McClusky Canal Intake Pumping Station Wetwell and
Biota Water Treatment Plant Site Development Contract 1
Final Design Services and Bidding Assistance**

Task Order Effective Date: May 1, 2025

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a final design and bidding services task order in the amount of \$877,000 for the design associated with the McClusky Canal Intake Pumping Station wetwell structure, biota water treatment plant site development, and access roads. See figure on next page.

NEED AND BENEFIT

The Task Order advances the preliminary design currently being completed under Task Order 2250 and Task Order 3210 by providing final designs and bidding assistance for the following three parts of the BWTP site:

- Improvement of existing roads and construction of new site access roads (about 3 miles long).
- Mass grading of the site and the adjacent slope going down to the McClusky Canal. About 500,000 cubic yards of soil are expected to be moved.
- Construction of the McClusky Intake Pumping Station wetwell (similar in size to what was done for the Missouri River Intake Pump Station wetwell). The wetwell excavation support system will be a performance-based specification with design provided by the construction contractor. The final liner of the wetwell (aka structural walls) will be completed under a future contract and the detailed design of the liner will be prepared by Engineer.

The benefit of this task order is to allow construction to start at the biota water treatment plant site. Construction of these improvements will occur in 2026. It is expected the McClusky Canal intake and intake tunnel will be constructed in 2027. The full biota water treatment plant construction will start as early as Spring 2028. The estimated cost of the construction for the work of this design is \$12 million.

TASK ORDER SUMMARY

Basic Services: The services to be provided by the engineering team are fully described in the attached Task Order. The following table summarizes the fee for each of the major tasks:

	Fee	% of Construction
Task Order Management and Administration	\$89,241	
Special Project and Third-Party Meetings	\$50,338	
Land Services	\$20,986	
Field Services	\$47,977	
Final Design Services	\$566,681	
Bidding Assistance	\$101,776	
Totals	\$877,000	7.3%

Special Services: There are no special services required of the work of this Task order.

PROJECT OVERVIEW

This project will be located adjacent to the McClusky Canal and the ENDAS BWTP campus site near McClusky, North Dakota. Elements of this final Task Order are:

**ENDAWS Task Order 2350 – McClusky Canal Intake Pumping Station Wetwell and
Biota Water Treatment Plant Site Development Contract 1
Final Design Services and Bidding Assistance**

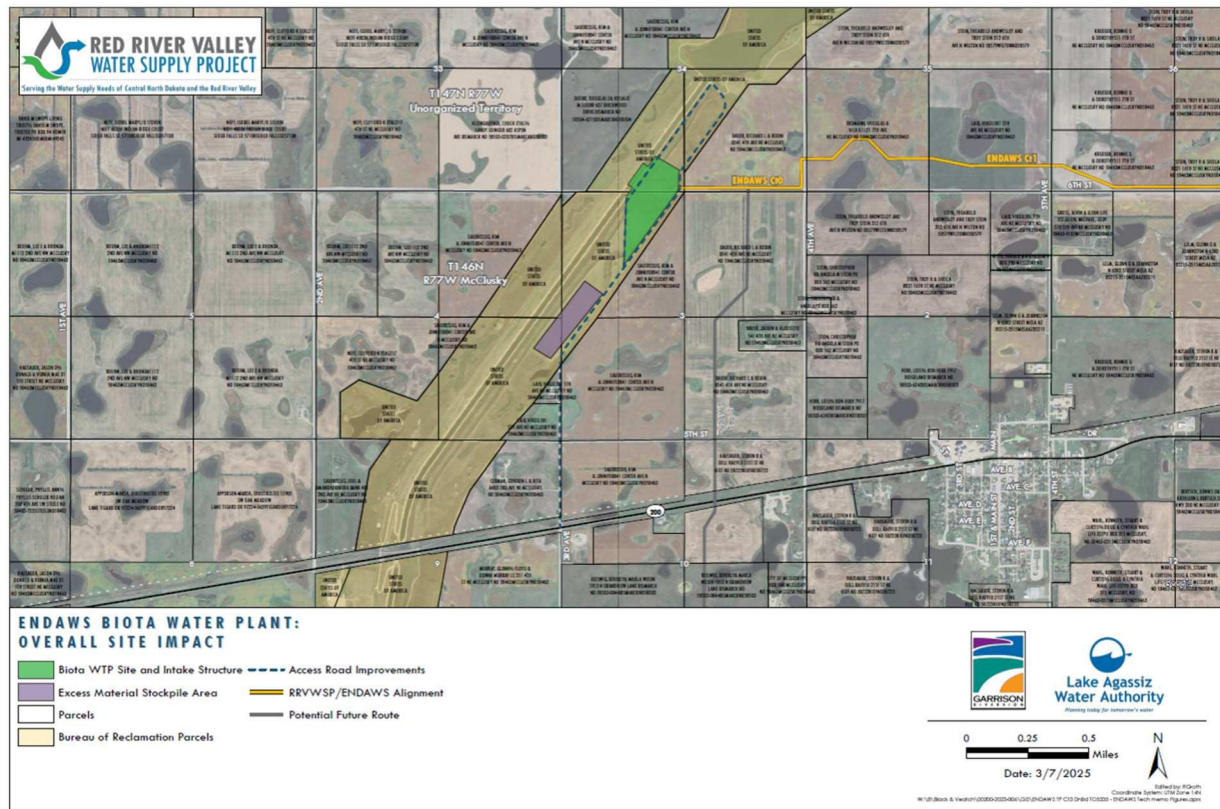
Task Order Effective Date: May 1, 2025

TASK ORDER EXECUTIVE SUMMARY

- Supplemental surveying services to complete the design,
- Coordination with counties, townships, and ND DOT,
- Final design of the McClusky Canal Intake Pumping Station wetwell excavation support system, site mass grading, and access roads,
- Coordination with the U.S. Department of the Interior, Bureau of Reclamation,
- Bidding assistance, and
- Post award services, including a pre-construction conference, and drone videography of the site to document existing conditions right prior to construction.

PROJECT SCHEDULE

The Project's design will be complete within 8 months or by January 2026 so the project can be advertised, and a construction contractor can begin work at the start of the construction season on April 1, 2026 weather permitting.





Black & Veatch Corporation

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

ENDAWS Task Order 2350 – McClusky Canal Intake Pumping Station Wetwell and Biota Water Treatment Plant Site Development Contract 1 Final Design Services and Bidding Assistance

Effective Date – May 1, 2025

Content of this Task Order is as follows:

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I. PROJECT BACKGROUND

1. The Red River Valley Water Supply Project (RRVWSP, the Project) will provide a supplemental water supply to eastern and central North Dakota (ND) in the event of drought conditions in the Red River watershed. The Project as envisioned by the Garrison Diversion Conservancy District (Garrison Diversion, the Owner) will also supply additional water to support industrial development as well as provide an environmental benefit to local rivers during drought conditions by augmenting natural stream flows. The source water will be withdrawn from the McClusky Canal Missouri River and conveyed to a new water plant. A multi-county pipeline will then convey flows from the plant 125 miles east to the Sheyenne River. Lake Ashtabula located downstream will provide storage for controlled releases to the Red River Valley.
2. Professional services for design of the Project will be accomplished through the execution of multiple task orders for design and associated activities as well as for engineering services during construction.
3. The U.S. Department of the Interior, Bureau of Reclamation (Reclamation) completed the Eastern North Dakota Alternate Water Supply (ENDAWS) project's environmental impact

statement (EIS), which resulted in the record of decision being signed for the ENDAWS portion of this project. As such, Reclamation is a stakeholder for this project and coordination with them is presumed throughout the effort.

4. Preliminary Design for the McClusky Canal Intake (MCI), McClusky Canal Intake Pumping Station (MCIPS), Biota Water Treatment Plant (BWTP), and McClusky Main Pumping Station (MMPS) were previously authorized under Task Order 2250 and Task Order 3210. A Preliminary Design Report (PDR) for the ENDAWS facilities is anticipated to be completed in mid-by end of May 2025 and will serve as the basis for the final design work in this Task Order.
5. This Task Order includes the final design of the MCIPS wetwell, access road for use by construction vehicles for the MCIPS and BWTP sites, and mass grading of the BWTP site. Construction Contract Documents (CCDs) suitable for public advertisement and bidding will be developed for wetwell and site-civil improvements. The wetwell will be a poured-in-place concrete structure with an open top that will enable the wetwell to be used in the future to launch a micro tunneling machine to connect the wetwell to the McClusky Canal.

II. TASK ORDER OBJECTIVES

1. The Owner would like to begin final design of a portion of the ENDAWS facilities, and this Task Order is for design of the BWTP site grading and the McClusky Canal Intake Pump Station wetwell. Given the current level of funding allocated during the 2023-2025 biennium, only the pumping station wetwell, site grading, and access roads are the only elements of the BWTP included in the final design and preparation of CCDs.
2. The location of the pumping station site is identified in the ENDAWS PDR. The site is located just south of Hoffer Lake in central North Dakota northwest of McClusky, North Dakota.
3. Land acquisition assistance, including property appraisals, landowner contacts, offer/counteroffer(s), and landowner negotiations are included in this Task Order. Normal property acquisition activities are assumed. Platting, including property surveys, and rezoning as identified in Task Order 7420 and Task Order 7410, is excluded from this Task Order.
4. A geotechnical investigation and reporting of the in-situ soil conditions were completed under Task Order 2550 and supplemental borings will be completed under Task Order 3220.
5. A preliminary sheet list identifying the drawings to be produced under this Task Order is included as Attachment A.
6. A preliminary specification list, including front-end or Division 0 sections identifying specifications to be produced under this Task Order, is included as Attachment B.
7. It is anticipated the MCIPS wetwell, BWTP site development, and access roads designed under this Task Order will be advertised for public bids in the 2025-/2027 funding biennium assuming Garrison Diversion receives sufficient funding from State and local users. The target date for public advertisement is January of 2026. **This task order recognizes that Garrison Diversion may choose to self-perform the site grading portion of the work.**

III. GENERAL REQUIREMENTS

1. Under this Task Order, Engineer will provide services in accordance with the Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008 (Agreement).
2. General Description of Activities. The Basic Services to be performed by Engineer consist of professional design services associated with development of CCDs for construction of a conventional intake wetwell adjacent to the McClusky Canal Missouri River, site grading and associated access roads.
3. Construction Procurement. CCDs developed by Engineer will be of sufficient detail for the Owner to obtain bids through a conventional bidding process (design-bid-build). The Work will be built under a single construction contract by one Contractor. Garrison Diversion may complete a portion of the work with its own forces. Specific elements included in an Owner-performed package will be identified later.
4. Work outside Basic and Special Services. Engineer agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this Task Order or a new separate Task Order.
5. Capital Cost Opinions. All opinions of probable construction cost developed will follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R about methodology and accuracy. The cost opinions' level of accuracy presented by Engineer for the various deliverables will be as noted in subsequent paragraphs of this Task Order under Basic Services.
6. Document Production Standards and Procedures. Engineer will prepare CCDs using the most current version of the three-part Construction Specifications Institute (CSI) MasterFormat for technical specifications; Engineer's drawing standards; and Engineer's design procedures and criteria, AutoCAD drafting standards, and standard construction details.
7. Explicit Responsibilities. Basic Services and Special Services explicitly set forth the services Engineer will perform and do not implicitly put any additional responsibilities or duties upon the Engineer. Deliverables to be provided are explicitly identified in the Deliverables paragraph of this Task Order.
8. Explicitly Identified Quantities. Engineer in development of this Task Order estimates the level of effort required to provide the services discussed. Where specific information is listed as to the quantity of service to be provided, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order scope of services and associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.

IV. BASIC SERVICES

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

- Task 1 – Project Management
- Task 2 – Special Project and Third-Party Meetings
- Task 3 – Land Services
- Task 4 – Field Services
- Task 5 – Final Design Phase
- Task 6 – Bidding Services
- Task 7 – Task Order Coordination

1. Task 1 – Project Management

This task includes overall management and development of a Project Management Plan specific to the Work. The overall objective of this task is to keep the Task Order on schedule and on budget.

- A. Project Management. Engineer will provide management services necessary for execution of the Task Order, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, Owner coordination, and other standard and customary activities required for timely completion of the Work.
- B. Administration. Perform general administrative duties associated with the Task Order, including general correspondence, day-to-day contact and coordination, administration, and monthly invoicing in a form that is acceptable to the Owner.
- C. Progress Reports. Prepare for the Owner progress reports that identify the Work that has been performed in the period, work activities anticipated in the upcoming period, and action items required of the Owner. Identify therein variances or potential variances from the Task Order's Basic and Special Services. The reports will be, in the Engineer's standard format.
- D. Schedule Updates. Engineer will prepare a baseline Gantt chart schedule at Task Order's inception. The schedule will be updated periodically comparing actual progress by task/subtask to the baseline schedule.
- E. Management of Subconsultants. Engineer will monitor subcontractor progress, review and approve invoices, oversee adherence to the approved quality assurance/quality control (QA/QC) plan, monitor adherence to document preparation standards, and oversee Subconsultants' performance.

2. Task 2 – Special Project and Third-Party Meetings

The overall objective of this task is to keep stakeholders apprised of Task Order status and to provide a forum for stakeholder input. Engineer will prepare an agenda and provide meeting notes documenting discussions and action items. The following meetings are anticipated:

A. Special Project Meetings.

- i. Task Order Initiation Meeting. Engineer will conduct a Task Order Initiation Meeting with the Owner and consultants to review the overall approach to the Work, the schedule by which the work will be prosecuted, and other relevant coordination and management items necessary for a successful outcome. Another objective of this meeting will be to finalize the approach to right(s) of entry and to reach an agreement on an approach to obtaining the necessary right(s) of entry.

B. Third-Party Meetings

- i. Stakeholder Meetings. Engineer will attend and present Project information for one meeting with the Lake Agassiz Water Authority (LAWA) Technical Advisory Committee (TAC).
- ii. Design Coordination Meetings. Engineer will schedule and meet with the following agencies. Engineer will provide summary notes of meetings.
 - (a) Two meetings with the Bureau of Reclamation.
 - (b) Two meetings with NDDOT regarding Hwy 200 access.
 - (c) Two meetings will be held with the Sheridan County Commission or their designated representative(s) and other county entities for approval of construction haul roads and other construction related items.
 - (d) Two meetings with impacted utilities or stakeholders.

3. **Task 3 – Land Services**

The purpose of the Land Services task is to secure access to the site so that necessary field work can proceed, and property can be obtained on which the MCIPS, BWTP, and related facilities can be built.

- A. Right of Entry Agreements. Engineer will obtain right of entry (ROE) agreement(s) from the property owner(s). These ROEs are necessary to complete supplemental topographic surveys and to complete geotechnical borings during preliminary design.
- B. Land Acquisition Services. Land acquisition services are included in Task Orders 7410, 7420, and 3210.

4. **Task 4 – Field Services**

This Task Order includes services to collected additional supplemental field data as needed to complete the final design and develop bid packages.

- A. A Supplemental Geotechnical Field Investigation is being completed under Task Order 3220 and the results of that investigation will be used to support this Task Order.
- B. Limited Topographic Survey. Engineer will provide field topographic surveys for supplemental data needed for final design.

- C. Site Visits. Engineer will make visits to the site for the purpose of collecting supplemental information and other data to support the final design efforts.

5. Task 5 – Final Design Services

The purpose of final design is to develop CCDs for the MSCIPS wetwell, BWTP mass grading, and access roads by which the Owner will select a Contractor to build the desired facilities. Engineer will provide final design services and CCDs for the MSCIPS wetwell, BWTP mass grading, and access roads as defined in the ENDAWS PDR. The CCDs will be prepared for the purposes of obtaining competitive bids, selection of the lowest and best bid, and construction of the Work. Intermediate deliverables will be prepared and submitted to the Owner upon achievement of 60- and 90-percent design completion. Final CCDs will be prepared for bidding purposes.

- A. Design Team Conference Calls. Engineer will schedule and lead conference calls with the Owner and its team. Calls will be scheduled, and content organized to coincide with other Task Orders for efficient utilization of staff time.
 - i. Owner Conference Calls (up to 8 calls will be held, assuming 4-month design duration). Engineer will conduct bi-weekly conference calls with the Owner to review overall progress, exchange ideas and information, and coordinate activities.
 - ii. Task Order Coordination Calls (up to 4 calls). Engineer will plan and take part in monthly coordination conference calls with tasks leaders of other Task Orders to share progress and conclusions such that efforts are well coordinated and not duplicated or unnecessary.
- B. Geotechnical Baseline Report. Engineer will develop a GBR for the MCIPS wetwell construction under Task Order 3220. A draft report will be furnished for review and comment. Upon disposition of Owner comments concerning the draft report, a final report will be furnished. The GBR will be a CD.
- C. Geotechnical Design Memorandum/Geotechnical Data Report. Engineer will develop a memorandum for internal use by Engineer under Task Order 3220 that contains design requirements and geotechnical recommendations for MCIPS wetwell design and construction. The geotechnical design memorandum will not be made available to bidders. Engineer will develop a Geotechnical Data Report (GDR). If additional borings are needed during final design, these will be added to the GDR. The GDR will be furnished to bidders, and it will be considered a CD. All work of this task is being done under Task Order 3220.
- D. Front-End Documents Customization
 - i. Prepare and deliver draft front-end documents using standard documents of the Engineers Joint Contract Document Committee (EJCDC) and Engineer's standard supplements, including general conditions and special conditions. Front-end documents will incorporate Reclamation requirements for Federal projects.

- ii. Conduct a review conference call with Owner to discuss and receive comments on the draft front-end documents.
 - iii. Revise front-end documents addressing Owner's comments and incorporate modifications, if any, into subsequent CD deliverables.
- E. Permitting. This subtask encompasses applicable governmental approvals, including counties, townships, and utility permits and approvals necessary to construct the pipeline. The pipeline will comply with overall Federal permit requirements.
- i. Engineer will obtain in conjunction with the Owner necessary approvals from the appropriate utilities, city, county, and state agencies having authority over the Work.
 - ii. Engineer will prepare a permitting schedule identifying action items, decision points, milestones, reviews, and approvals required to complete permitting. Engineer will communicate status of permits to Owner.
 - iii. Contractor-Provided Permits. Engineer will provide in the CDs a list of the permits that must be obtained by the Contractor. Based upon preliminary design, it is understood that the following permits, at a minimum, will be the responsibility of the Contractor:
 - Erosion and sediment control; land disturbance; stormwater permits.
 - Dewatering operations discharge
 - iv. Owner-Provided Permits
 - (a) Engineer will aid the Owner in obtaining the following permits from government agencies, North Dakota Department of Transportation (NDDOT), utilities, pipeline companies, and other entities as noted below:
 - NDDOT for access permits
 - County road closing/detours
 - Local electric and telecommunications crossings. Scope assumes up to three separate utilities.
 - County road crossings
 - Township road crossings
 - (b) Assistance provided by Engineer for the above listed permits will include:
 - (i) Preparation of applications, exhibits, drawings, and specifications ready for the Owner's execution and transmittal.
 - (ii) Furnishing additional information about the Project's design as required by the permitting authority.

F. 60-percent CDs (Level 2 Design)

- i. The Level 2 design will commence after the Owner accepts the preliminary design set forth in the ENDAWS PDR.
- ii. The content of Level 2 deliverables is as follows:
 - General drawings,
 - Plan and section drawings,
 - Draft technical specifications,
 - Underground utility drawings,
 - Constructability review results,
 - Opinion of probable construction cost update,
 - Internal quality control review and refinement,
 - QA/QC plan and log update, and
 - Task Order schedule update.
- iii. Provide technical specifications and drawings for Owner review.
- iv. Attend a meeting with the Owner to receive and discuss the Owner's review comments. Document the comments received in a log, and distribute the log to meeting attendees.
- v. Revise documents as necessary to reflect decisions taken at this level incorporating design modifications into subsequent deliverables.

G. 90-percent CDs (Level 3 Design)

- i. The Level 3 design will commence after the Owner has accepted Level 2 deliverables. The content of the Level 3 deliverables is as follows:
 - Final drawings review set,
 - Final technical specifications review set,
 - Front-end documents review set,
 - Opinion of probable construction cost update,
 - Constructability review results,
 - Internal quality control review and refinement,
 - QA/QC plan and log update, and
 - Task Order schedule update.
- ii. Provide specifications and drawings for Owner review.
- iii. Attend a meeting with the Owner to receive and discuss the Owner's review comments. Document the comments received in a log, and distribute the log to meeting attendees.
- iv. Revise documents according to mutual agreement reflecting decisions taken at this level incorporating design modifications into subsequent deliverables.

- H. 100-percent CDs. Prepare CDs starting from the Level 3 design. These documents will include comments received from the Owner. Deliverables include the following:
- Drawings
 - Technical specifications
 - Front-end documents
 - Updated opinion of probable construction cost
- I. Final Sealed and Signed CDs
- i. Preparation of the final CDs will commence after the Owner has accepted 100-percent deliverables.
 - ii. Provide the Owner a record copy of Final CDs that are sealed, signed, and dated by the Engineer of Record.
- J. Opinions of Probable Construction Costs (aka Cost Opinions or Cost Estimates). Engineer will update the cost opinion presented in the ENDAWS PDR at the various stages of final design submitting updates for the Owner's information and use as follows:
- i. After transmittal of the 60-percent deliverable, update cost opinion commensurate with an AACE Class 2 estimate. The expected accuracy will be -5 to -15 percent on the low end and the expected accuracy on the high end will be from +5 to +20 percent.
 - ii. After transmittal of the 90-percent deliverable, update cost opinion with an accuracy commensurate with an AACE Class 2 estimate. The expected accuracy will be -5 to -15 percent on the low end and the expected accuracy on the high end will be from +5 to +20 percent.
 - iii. After transmittal of final deliverable, update cost opinion commensurate with an AACE Class 2 estimate. The expected accuracy will be -5 to -15 percent on the low end and the expected accuracy on the high end will be from +5 to +20 percent.
- K. Quality Control. Engineer will provide QA/QC services necessary for execution of the Task Order. QA/QC reviews will be provided for each deliverable furnished. Engineer or consultant's independent senior staff will complete reviews. Engineer will log QA/QC reviews and maintain records of said reviews in its files. In addition, Engineer will log comments received from the Owner and provide a log of comments and Engineer responses for the following events:
- 60-percent CDs
 - Draft front-end documents
 - 90-percent CDs
- L. Engineer's services under the Final Design Phase will be considered complete on the date when the final design submittals identified in the Deliverables paragraphs are provided.

6. Task 6 – Bidding Assistance

A. Advertisement and Bid Letting

- i. Finalize Front-End Documents. Finalize front-end documents incorporating information as it relates to the bid letting date, location, time, and other necessary information.
- ii. Invitation to Bid. Provide to the Owner the Invitation to Bid, which Owner will have published in Owner-selected publications. Identify potential contractors and suppliers, review with the Owner, and distribute copies of the Invitation to Bid electronically.
- iii. Production of Contract Documents. Produce digital copies of CDs, addenda, and geotechnical reports for Owner's use and distribution.
- iv. Pre-bid Conference. Conduct, at a date and time selected, a virtual pre-bid conference to:
 - (a) Confirm the types of information required by the CDs and the format in which bids must be presented.
 - (b) Review special Task Order requirements and CDs in general.
 - (c) Receive requests for interpretations for which responses will be issued to plan holders via addendum.
 - (d) Prepare agenda for pre-bid conference; issue to plan holders and pre-bid conference attendees along with the pre-bid meeting sign-in sheet.
- v. Interpretation of Bidding Documents. Interpret bidding documents; prepare and issue up to two addenda to the CDs, as required. More addenda will be provided as Additional Services.
- vi. Update cost opinion and furnish Engineer's OPCC to the Owner for its use at the bid opening.
- vii. Bid Opening. Conduct bid opening on behalf of the Owner after bids are received. Make a preliminary tabulation of bids, and review questionnaires, qualifications information, and bids for completeness.

B. Pre-award Services. The level of effort for pre-award services involving a well-qualified bidder and suppliers will be of a limited nature with the level of effort as stipulated in Attachment B – Engineering Fee Estimate Worksheet(s).

- i. Questionnaire(s). Examine questionnaire(s) to identify any supplier whose equipment or material may not conform to the CDs. This examination will be based on the knowledge and experience of the Engineer.
- ii. Qualifications of Apparent Successful Bidder. Review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty

subcontractors. The review and evaluation will include financial resources, and a check of up to five references from completed projects similar in size and character.

- iii. Bid Tabulations. Prepare and distribute formal bid tabulation sheets, evaluate bids, and make a written recommendation to the Owner concerning contract award.
 - iv. Services include a review of the Contractor's bonds and forwarding to the Owner for approval; furnishing the Contractor unsigned CDs; and transmitting the CDs to the Owner for signature and distribution. Engineer's review is only for the purpose of determining if the Contractor provided the required bonds; it is not a legal review to determine if Contractor is compliant with CD requirements.
- C. Post-award Services. Engineer will provide the following services after the Owner issues the Notice of Award.
- i. Prepare Issued-for-Construction Contract Documents. Engineer will incorporate drawing, specification, and geotechnical data and baseline report items made by addendum during the bidding phase, as applicable, into the native files (i.e., AutoCAD, Revit, Word, or Excel files, as applicable) before construction begins. Once addenda items have been incorporated, Engineer will produce and transmit Issued-for-Construction CDs electronically and in hardcopy format, if requested and up to eight copies) to Owner and Contractor for use during construction. Engineer will provide electronic Issued-for-Construction CD files in bookmarked pdf format.
 - ii. Schedule and Moderate Preconstruction Conference. Conduct a preconstruction conference at a date and time selected by and at a facility provided by Owner. Engineer will prepare an agenda to include, but not limited to, meeting topics such as:
 - Discussion of Contractor's tentative schedule,
 - Procedures for transmittal and review of Contractor's submittals,
 - Processing of payment requests and Owner payments,
 - Critical work sequencing,
 - Change order requests and change orders,
 - Field orders / work change directives,
 - Record drawings, and
 - Contractor's responsibilities for safety and first aid.

Engineer will prepare and distribute minutes.
 - iii. Obtain Drone-Based Video. Prior to issuance of the Contractor's notice to proceed Engineer will video record an aerial view of the roads and BWTP site documenting existing pre-construction conditions. Produce aerial drone-based videos of the construction job site using a 12-megapixel minimum resolution camera. Provide a drone and operator with proper certifications and licenses for both Federal and local authorities. Drone video will be collected as follows:
 - (a) Pre-Construction conditions immediately prior to start of construction.

- (b) Construction documentation will be completed via flights under a future construction phase services task order.

Bidding Assistance will be considered complete upon issuance of a construction notice to proceed, commencement of construction, or upon cessation of negotiations with prospective Contractors.

V. SPECIAL SERVICES

None this Task Order.

VI. DELIVERABLES

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

1. Task 1 – Project Management
 - A. Progress Reports (electronic pdf files)
 - B. Baseline Schedule and updates (electronic pdf files)
2. Task 2 – Special Project and Third-Party Meetings. Meeting agenda (included with MS Outlook meeting invitations) and notes (electronic pdf files)
3. Task 3 – Land Services
 - A. Landowner notification figures
4. Task 4 – Field Services
 - A. Updated survey drawings (electronic pdf file)
5. Task 5– Final Design Phase
 - A. Meeting/conference call agenda and notes (electronic pdf files)
 - B. Draft front-end documents (single hard copy and electronic pdf file)
 - C. Level 2 CDs (single hard copy and electronic pdf files)
 - D. Level 2 cost opinion (electronic pdf file)
 - E. Level 2 Owner review comments log (electronic pdf file)
 - F. Level 3 CDs (single hard copy and electronic pdf files)
 - G. Level 3 cost opinion (electronic pdf file)
 - H. Level 3 Owner review comments log (electronic pdf file)
 - I. Final CDs (single hard copy and electronic pdf files)

- J. Final cost opinion (electronic pdf file)
- 6. Task 6 – Bidding Services
 - A. Invitation to Bid (electronic Word and pdf files)
 - B. Issued-for-Bid CDs, including associated geotechnical reports (electronic pdf files)
 - C. Pre-bid Conference Agenda (electronic pdf file)
 - D. Opinion of Probable Construction Cost (electronic pdf file)
 - E. Bid Tab – Summary and Detail (electronic Excel and pdf file)
 - F. Recommendation of Award (electronic pdf file)
 - G. Notice of Award form (electronic Word file)
 - H. Agreement, Performance Bond, and Payment Bond forms (electronic Word files)
 - I. Issued-for-Construction CDs (hard copies and electronic pdf files)
 - J. Pre-construction Conference Agenda/Minutes (electronic pdf files)
 - K. Drone video (electronic files)
 - L. Notice to Proceed form (electronic Word file)

VII. ADDITIONAL SERVICES

The professional services listed below are not included in the scope of this Task Order nor does the fee shown in Article IX include any labor and direct expenses for items identified as Additional Services. Should Owner want to include services listed under Additional Services in Engineer's scope, an amendment to this Task Order, or execution of a separate Task Order with the new scope, will be necessary.

1. The fee specifically excludes any fees associated with permits and the actual property acquisition costs.
2. The fee specifically excludes any subsurface utility locates for existing utilities that may be located on or adjacent to the site.

VIII. SPECIAL RESPONSIBILITIES OF OWNER

1. Interim Deliverable Review Requirements. Owner commits to review periods for interim deliverables of no more than 30 calendar days after receipt of deliverables from Engineer. A review meeting will be scheduled and conducted by Engineer no more than 14 calendar days after receipt of Owner review comments, unless a mutually agreed upon date outside this schedule window is selected.

2. Permit Application Fees. Owner agrees to pay directly to the permitting organization all necessary fees to secure applicable permits, except those permits required to be obtained by the Contractor.

IX. FEE

The total fee for Basic Services provided under this Task Order is Eight Hundred Fifty-One Thousand Dollars (\$851,000).

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

X. PERFORMANCE SCHEDULE

This Task Order will be completed by May 31, 2026. Bidding of this Work is planned in the 2025-2027 biennium. The schedule is shown in Attachment D.

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

1. Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008 is incorporated by reference.
2. Attachment A – Preliminary Sheet List
3. Attachment B – Preliminary Specification List
4. Attachment C – Engineering Fee Worksheet
5. Attachment D – Schedule

XII. ACCEPTANCE

If this satisfactorily sets forth your understanding of this Consultant Task Order, please electronically sign this document. An electronic copy of the fully executed document will be provided upon execution by all parties.

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

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

Dated: _____

Dated: _____

ATTACHMENT A

PRELIMINARY SHEET LIST

Drawing Discipline	Sheet Count
General	4
Demolition	1
Civil	20
Structural	35
Total	60

DRAFT


ATTACHMENT B

PRELIMINARY SPECIFICATION LIST

CSI Division	Spec Count
Division 0	14
Division 1	14
Division 2	17
Division 3	8
Division 5	4
Appendix	--
Total	57
<u>Notes:</u> 1. Up to 57 specification sections will be produced enabling the MCIPS Wetwell and BWTP Site Development project to be publicly advertised for bids.	

ATTACHMENT C
ENGINEERING FEE WORKSHEET


DRAFT



Garrison
DIVERSION

Garrison Diversion Conservency District
ENDAWS Task Order 2350 - MCIPS Wetwell & BWTP Site Development Ct1
BV Project No. TBD
Black & Veatch & Consultants


		Position	P	PMS	EM1	DE2	CM2	EST1	EST2	PJC2	PA1	ADM2	QC2	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Sub Consultant	Sub Consultant	Expense Detail	Sub Consultant	Sub Consultant	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
Task	Lead Firm	Task Description	Principal	Project Manager Senior	Engineering Manager 1	Design Engineer 2	Construction Manager 2	Estimator 1	Estimator 2	Project Controls Analyst 2	Project Accountant 1	Administrator 2	QA/QC Manager 2	BV Level of Effort (hrs)	BV Labor Cost	HOBACCA	Misc	AE2S Hrs	AE2S Fee	AE2S Sub Markup	Subs Hrs	Subs Fee (MTS,KLJ, PSC, ETC.)	Sub Markup	Travel Expense	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES																													
1	BV	Task Order Management and Administration	20	100	0	40	0	0	0	38	44	0	0	242	\$59,506	\$2,217	\$40	108	\$26,170	\$1,308	-	\$0	\$0	\$0	\$29,735	242	\$59,506	\$29,735	\$89,241
A	BV	Project Management	8	40										48	\$15,696	\$440	\$40	28	\$7,043	\$352	-		\$0		\$7,875	48	\$15,696	\$7,875	\$23,571
B	BV	Administration	8	40						20	26			94	\$22,152	\$861		16	\$4,595	\$230	-		\$0		\$5,686	94	\$22,152	\$5,686	\$27,838
C	AE2S	Progress Reports												0	\$0	\$0		32	\$7,266	\$363	-		\$0		\$7,629	0	\$0	\$7,629	\$7,629
D	AE2S	Schedule Updates												0	\$0	\$0		32	\$7,266	\$363	-		\$0		\$7,629	0	\$0	\$7,629	\$7,629
E	BV	Management of Subconsultants	4	20		40				18	18			100	\$21,658	\$916		-	\$0	\$0	-		\$0		\$916	100	\$21,658	\$916	\$22,574
2	AE2S	Special Project and Third-Party Meetings	3	16	16	0	0	0	0	0	0	3	0	38	\$10,607	\$349	\$0	170	\$37,506	\$1,876	-	\$0	\$0	\$0	\$39,731	38	\$10,607	\$39,731	\$50,338
A	AE2S	Special Project Meetings												0	\$0	\$0		-	\$0	\$0	-		\$0		\$0	0	\$0	\$0	\$0
i	AE2S	TO Initiation Meeting	1	4	4							1		10	\$2,761	\$92		56	\$12,436	\$622	-		\$0		\$13,150	10	\$2,761	\$13,150	\$15,911
B	AE2S	Third Party Meetings												0	\$0	\$0		-	\$0	\$0	-		\$0		\$0	0	\$0	\$0	\$0
i	AE2S	Stakeholder Meetings	1	4	4							1		10	\$2,761	\$92		40	\$8,610	\$431	-		\$0		\$9,133	10	\$2,761	\$9,133	\$11,894
ii	AE2S	Design Coordination Meetings	1	8	8							1		18	\$5,085	\$165		74	\$16,460	\$823	-		\$0		\$17,448	18	\$5,085	\$17,448	\$22,533
3	AE2S	Land Services	0	2	6	0	0	0	0	0	0	0	0	8	\$2,178	\$74	\$0	88	\$17,842	\$892	-	\$0	\$0	\$0	\$18,808	8	\$2,178	\$18,808	\$20,986
A	AE2S	Right of Entry Agreements		1	3									4	\$1,089	\$37		88	\$17,842	\$892	-		\$0		\$18,771	4	\$1,089	\$18,771	\$19,860
B	AE2S	Land Acquisition Services		1	3									4	\$1,089	\$37		-	\$0	\$0	-		\$0		\$37	4	\$1,089	\$37	\$1,126
4	BV	Field Services	0	2	32	0	0	0	0	0	0	0	0	34	\$8,782	\$311	\$0	128	\$35,223	\$1,761	-	\$0	\$0	\$1,900	\$39,195	34	\$8,782	\$39,195	\$47,977
A	BV	Supplemental Geotechnical Field Investigations												0	\$0	\$0		56	\$14,000	\$700	-		\$0		\$14,700	0	\$0	\$14,700	\$14,700
B	AE2S	Limited Topographic Survey		1	8									9	\$2,359	\$82		44	\$12,154	\$608	-		\$0		\$12,844	9	\$2,359	\$12,844	\$15,203
C	AE2S	Site Visits		1	24									25	\$6,423	\$229		28	\$9,069	\$453	-		\$0	\$1,900	\$11,651	25	\$6,423	\$11,651	\$18,074
5	BV	Final Design Services	16	32	92	0	16	80	80	0	0	0	32	348	\$84,104	\$3,189	\$4,000	2,142	\$427,750	\$21,388	143	\$25,000	\$1,250	\$0	\$482,577	348	\$84,104	\$482,577	\$566,681
A	AE2S	Design Team Conference Calls (12)	4	8										12	\$3,924	\$110		150	\$32,724	\$1,636	-		\$0		\$34,470	12	\$3,924	\$34,470	\$38,394
B	BV	Geotechnical Baseline Report												0	\$0	\$0		-	\$0	\$0	-		\$0		\$0	0	\$0	\$0	\$0
C	BV	Geotechnical Design Memorandum/GDR												0	\$0	\$0		-	\$0	\$0	-		\$0		\$0	0	\$0	\$0	\$0
D	AE2S	Front-End Documents Customization	1		4									5	\$1,343	\$46		198	\$41,340	\$2,067	-		\$0		\$43,453	5	\$1,343	\$43,453	\$44,796
E	AE2S	Permitting		2	8									10	\$2,686	\$92		88	\$19,232	\$962	143	\$25,000	\$1,250		\$46,536	10	\$2,686	\$46,536	\$49,222
F	AE2S	60-Percent CDs (Level 2 Design)	2	4	16									22	\$6,026	\$202		544	\$105,616	\$5,281	-		\$0		\$111,099	22	\$6,026	\$111,099	\$117,125
G	AE2S	90-Percent CDs (Level 3 Design)	2	4	16									22	\$6,026	\$202		544	\$105,616	\$5,281	-		\$0		\$111,099	22	\$6,026	\$111,099	\$117,125
H	AE2S	100-Percent CDs	2	4	8									14	\$3,994	\$128		424	\$83,516	\$4,176	-		\$0		\$87,820	14	\$3,994	\$87,820	\$91,814
I	AE2S	Final Sealed and Signed CDs	1	2	8									11	\$3,013	\$101		52	\$10,424	\$521	-		\$0		\$11,046	11	\$3,013	\$11,046	\$14,059
J	BV	OPCCs	2	4	24		16	80	80				8	214	\$47,146	\$1,960		142	\$29,282	\$1,464	-		\$0		\$32,706	214	\$47,146	\$32,706	\$79,852
K	BV	Quality Control	2	4	8								24	38	\$9,946	\$348		-	\$0	\$0	-		\$0		\$348	38	\$9,946	\$348	\$10,294
6	BV	Bidding Assistance	2	12	54	0	12	0	0	0	0	44	0	124	\$25,162	\$1,135	\$5,000	312	\$65,313	\$3,266	-	\$0	\$0	\$1,900	\$76,614	124	\$25,162	\$76,614	\$101,776
A	BV	Advertismment and Bid Letting												0	\$0	\$0		-	\$0	\$0	-		\$0		\$0	0	\$0	\$0	\$0
i	AE2S	Finalize Front-End Documents	1	1	4									6	\$1,670	\$55		-	\$0	\$0	-		\$0		\$55	6	\$1,670	\$55	\$1,725
ii	AE2S	Invitation to Bid			1									1	\$254	\$9		8	\$2,020	\$101	-		\$0		\$2,130	1	\$254	\$2,130	\$2,384
iii	BV	Production of Contract Documents			2							16		18	\$2,268	\$165	\$1,500	-	\$0	\$0	-		\$0		\$1,665	18	\$2,268	\$1,665	\$3,933
iv	Dual	Pre-bid Conference (virtual)		1	2		2					2		7	\$1,393	\$64		8	\$1,548	\$77	-		\$0		\$1,689	7	\$1,393	\$1,689	\$3,082
v	AE2S	Interpretation of Bidding Documents		1	4									5	\$1,343	\$46		128	\$25,620	\$1,281	-		\$0		\$26,947	5	\$1,343	\$26,947	\$28,290
vii	BV	Update Cost Opinion and Furnish OPCC	1	1	4									6	\$1,670	\$55		-	\$0	\$0	-		\$0		\$55	6	\$1,670	\$55	\$1,725
viii	BV	Bid Opening		1	1		2					2		6	\$1,139	\$55		-	\$0	\$0	-		\$0		\$55	6	\$1,139	\$55	\$1,194
B	AE2S	Pre-award Services												0	\$0	\$0		-	\$0	\$0	-		\$0		\$0	0	\$0	\$0	\$0
i	AE2S	Questionnaires		1	1									2	\$581	\$18		12	\$3,011	\$151	-		\$0		\$3,180	2	\$581	\$3,180	\$3,761
ii	AE2S	Qualifications of Apparent Successful Bidder		1	1									2	\$581	\$18		18	\$4,185	\$209	-		\$0		\$4,412	2	\$581	\$4,412	\$4,993



Garrison
D I V E R S I O N

Garrison Diversion Conservency District
ENDAWS Task Order 2350 - MCIPS Wetwell & BWTP Site Development Ct1
BV Project No. TBD
Black & Veatch & Consultants

		Position	P	PMS	EM1	DE2	CM2	EST1	EST2	PJC2	PA1	ADM2	QC2	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Sub Consult Cost	Sub Consultant	Expense Detail	Sub Consult Cost	Sub Consultan Cost	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
Task	Lead Firm	Task Description	Principal	Project Manager Senior	Engineering Manager 1	Design Engineer 2	Construction Manager 2	Estimator 1	Estimator 2	Project Controls Analyst 2	Project Accountant 1	Administrator 2	QA/QC Manager 2	BV Level of Effort (hrs)	BV Labor Cost	HOBACCA	Misc	AE2S Hrs	AE2S Fee	AE2S Sub Markup	Subs Hrs	Subs Fee (MTS,KLJ, PSC, ETC.)	Sub Markup	Travel Expense	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
iii	AE2S	Bid Tabulations		1	1									2	\$581	\$18		6	\$1,359	\$68	-		\$0		\$1,445	2	\$581	\$1,445	\$2,026
iv	AE2S	Review of Contractor's Bonds, Insurance, etc.			1									1	\$254	\$9		18	\$4,185	\$209	-		\$0		\$4,403	1	\$254	\$4,403	\$4,657
C	BV	Post-award Services												0	\$0	\$0		-	\$0	\$0	-		\$0		\$0	0	\$0	\$0	\$0
i	BV	Prepare Issued-for-Construction CDs		1	4							16		21	\$3,103	\$192	\$2,500	62	\$11,376	\$569	-		\$0		\$14,637	21	\$3,103	\$14,637	\$17,740
ii	Dual	Sched & Mod Preconst Conf (1 2-dy trp)		2	24		8					8		42	\$8,982	\$385	\$1,000	32	\$7,476	\$374	-		\$0	\$1,900	\$11,135	42	\$8,982	\$11,135	\$20,117
iii	AE2S	Obtain Drone-Based Video		1	4									5	\$1,343	\$46		20	\$4,532	\$227	-		\$0		\$4,805	5	\$1,343	\$4,805	\$6,148
PROJECT TOTALS			41	164	200	40	28	80	80	38	44	47	32	794	\$190,339	\$7,275	\$9,040	2,948	\$609,805	\$30,491	143	\$25,000	\$1,250	\$3,800	\$686,661	794	\$190,339	\$686,661	\$877,000



Garrison
DIVERSION


Garrison Diversion Conservancy District

ENDAWS Task Order 2350 - MCIPS Wetwell & BWTP Site Development Ct1

BV Project No. TBD

AE2S

		Position	PM6	PM5	PM2	ENGIII	ENGI	SD2	ET5	ENGIII	ENGIV	ET3	PMIII	LSIV	GISV	COMIII	ADM III	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
Task	Lead Firm	Task Description	Principal	Project Manager	Technical Expert QA/QC	Civil Engineer	Civil Staff Engineer	Civil/Senior Designer	Civil CAD Tech	Structural Engineer	Structural Staff Engineer	Structural Senior Designer	Surveyor Manager	Land Surveyor	GIS	Communications	Admin	AE2S Level of Effort (hrs)	Labor Cost	Travel	Misc	Survey Equip	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES																											
1		Task Order Management and Administration	32	36	0	0	0	0	0	0	0	0	0	0	0	16	24	108	\$26,170	\$0	\$0	\$0	\$0	108	\$26,170	\$0	\$26,170
A	BV	Project Management	8	12													8	28	\$7,043	\$0			\$0	28	\$7,043	\$0	\$7,043
B	BV	Administration	8	8														16	\$4,595				\$0	16	\$4,595	\$0	\$4,595
C	AE2S	Progress Reports	8	8												8	8	32	\$7,266				\$0	32	\$7,266	\$0	\$7,266
D	AE2S	Schedule Updates	8	8												8	8	32	\$7,266				\$0	32	\$7,266	\$0	\$7,266
E	BV	Management of Subconsultants	0	0		0												0	\$0				\$0	0	\$0	\$0	\$0
2	AE2S	Special Project and Third-Party Meetings	12	28	10	36	36	0	0	0	0	0	14	0	16	8	10	170	\$36,506	\$1,000	\$0	\$0	\$1,000	170	\$36,506	\$1,000	\$37,506
A	AE2S	Special Project Meetings																0	\$0				\$0	0	\$0	\$0	\$0
i	AE2S	TO Initiation Meeting	2	12	2	12	12	0	0				12	0	0	0	4	56	\$12,436	\$0			\$0	56	\$12,436	\$0	\$12,436
B	AE2S	Third Party Meetings																0	\$0				\$0	0	\$0	\$0	\$0
i	AE2S	Stakeholder Meetings	2	8	2	8	8	0	0				2	0	8	0	2	40	\$8,610	\$0			\$0	40	\$8,610	\$0	\$8,610
ii	AE2S	Design Coordination Meetings	8	8	6	16	16								8	8	4	74	\$15,460	\$1,000			\$1,000	74	\$15,460	\$1,000	\$16,460
3		Land Services	0	8	0	2	20	0	0	0	0	0	8	0	30	0	20	88	\$17,342	\$500	\$0	\$0	\$500	88	\$17,342	\$500	\$17,842
A	AE2S	Right of Entry Agreements		8		2	20						8		30		20	88	\$17,342	\$500			\$500	88	\$17,342	\$500	\$17,842
B	AE2S	Land Acquisition Services																0	\$0				\$0	0	\$0	\$0	\$0
4		Field Services	2	12	2	8	16	0	0	0	0	0	8	64	16	0	0	128	\$26,023	\$8,000	\$0	\$1,200	\$9,200	128	\$26,023	\$9,200	\$35,223
A	BV	Supplemental Geotechnical Field Investigations					4						4	40	8			56	\$11,000	\$3,000		\$0	\$3,000	56	\$11,000	\$3,000	\$14,000
B	AE2S	Limited Topographic Survey		4			4						4	24	8			44	\$8,954	\$2,000		\$1,200	\$3,200	44	\$8,954	\$3,200	\$12,154
C	AE2S	Site Visits	2	8	2	8	8											28	\$6,069	\$3,000			\$3,000	28	\$6,069	\$3,000	\$9,069
5		Final Design Services	56	244	126	358	262	138	124	184	338	208	12	12	0	12	68	2,142	\$426,750	\$0	\$1,000	\$0	\$1,000	2,142	\$426,750	\$1,000	\$427,750
A	AE2S	Design Team Conference Calls (12)	12	48	12	24	14		0				12	12		12	4	150	\$32,724				\$0	150	\$32,724	\$0	\$32,724
B	BV	Geotechnical Baseline Report																0	\$0				\$0	0	\$0	\$0	\$0
C	BV	Geotechnical Design Memorandum/GDR																0	\$0				\$0	0	\$0	\$0	\$0
D	AE2S	Front-End Documents Customization		40	24	40		48	30								16	198	\$41,340				\$0	198	\$41,340	\$0	\$41,340
E	AE2S	Permitting	4	20	20	20		8	8								8	88	\$19,232				\$0	88	\$19,232	\$0	\$19,232
F	AE2S	60-Percent CDs (Level 2 Design)	12	40	20	80	80	20	24	60	120	80					8	544	\$105,616				\$0	544	\$105,616	\$0	\$105,616
G	AE2S	90-Percent CDs (Level 3 Design)	12	40	20	80	80	20	24	60	120	80					8	544	\$105,616				\$0	544	\$105,616	\$0	\$105,616
H	AE2S	100-Percent CDs	12	40	20	80	80	20	24	20	80	40					8	424	\$83,016		\$500		\$500	424	\$83,016	\$500	\$83,516
I	AE2S	Final Sealed and Signed CDs	2	4	2	4	4	8	4	4	4	8					8	52	\$9,924		\$500		\$500	52	\$9,924	\$500	\$10,424
J	BV	OPCCs	2	12	8	30	4	14	10	40	14						8	142	\$29,282				\$0	142	\$29,282	\$0	\$29,282
K	BV	Quality Control																0	\$0				\$0	0	\$0	\$0	\$0
6		Bidding Assistance	8	52	32	74	66	8	32	0	0	0	0	8	0	32	0	312	\$63,313	\$1,500	\$500	\$0	\$2,000	312	\$63,313	\$2,000	\$65,313
A	BV	Advertisement and Bid Letting																0	\$0				\$0	0	\$0	\$0	\$0
i	AE2S	Finalize Front-End Documents																0	\$0				\$0	0	\$0	\$0	\$0
ii	AE2S	Invitation to Bid		4	4													8	\$2,020				\$0	8	\$2,020	\$0	\$2,020
iii	BV	Production of Contract Documents																0	\$0				\$0	0	\$0	\$0	\$0
iv	Dual	Pre-bid Conference (virtual)		2		2	2									2		8	\$1,548				\$0	8	\$1,548	\$0	\$1,548
v	AE2S	Interpretation of Bidding Documents	4	20	4	40	40	8	8							4		128	\$25,620				\$0	128	\$25,620	\$0	\$25,620
vii	BV	Update Cost Opinion and Furnish OPCC																0	\$0				\$0	0	\$0	\$0	\$0
viii	BV	Bid Opening																0	\$0	\$0			\$0	0	\$0	\$0	\$0
B	AE2S	Pre-award Services																0	\$0				\$0	0	\$0	\$0	\$0
i	AE2S	Questionnaires		4	8													12	\$3,011				\$0	12	\$3,011	\$0	\$3,011
ii	AE2S	Qualifications of Apparent Successful Bidder		2	8	8												18	\$4,185				\$0	18	\$4,185	\$0	\$4,185
iii	AE2S	Bid Tabulations		2		4												6	\$1,359				\$0	6	\$1,359	\$0	\$1,359
iv	AE2S	Review of Contractor's Bonds, Insurance, etc.		2	8	8												18	\$4,185				\$0	18	\$4,185	\$0	\$4,185
C	BV	Post-award Services																0	\$0				\$0	0	\$0	\$0	\$0



Garrison
DIVERSION

Garrison Diversion Conservency District

ENDAWS Task Order 2350 - MCIPS Wetwell & BWTP Site Development Ct1

BV Project No. TBD

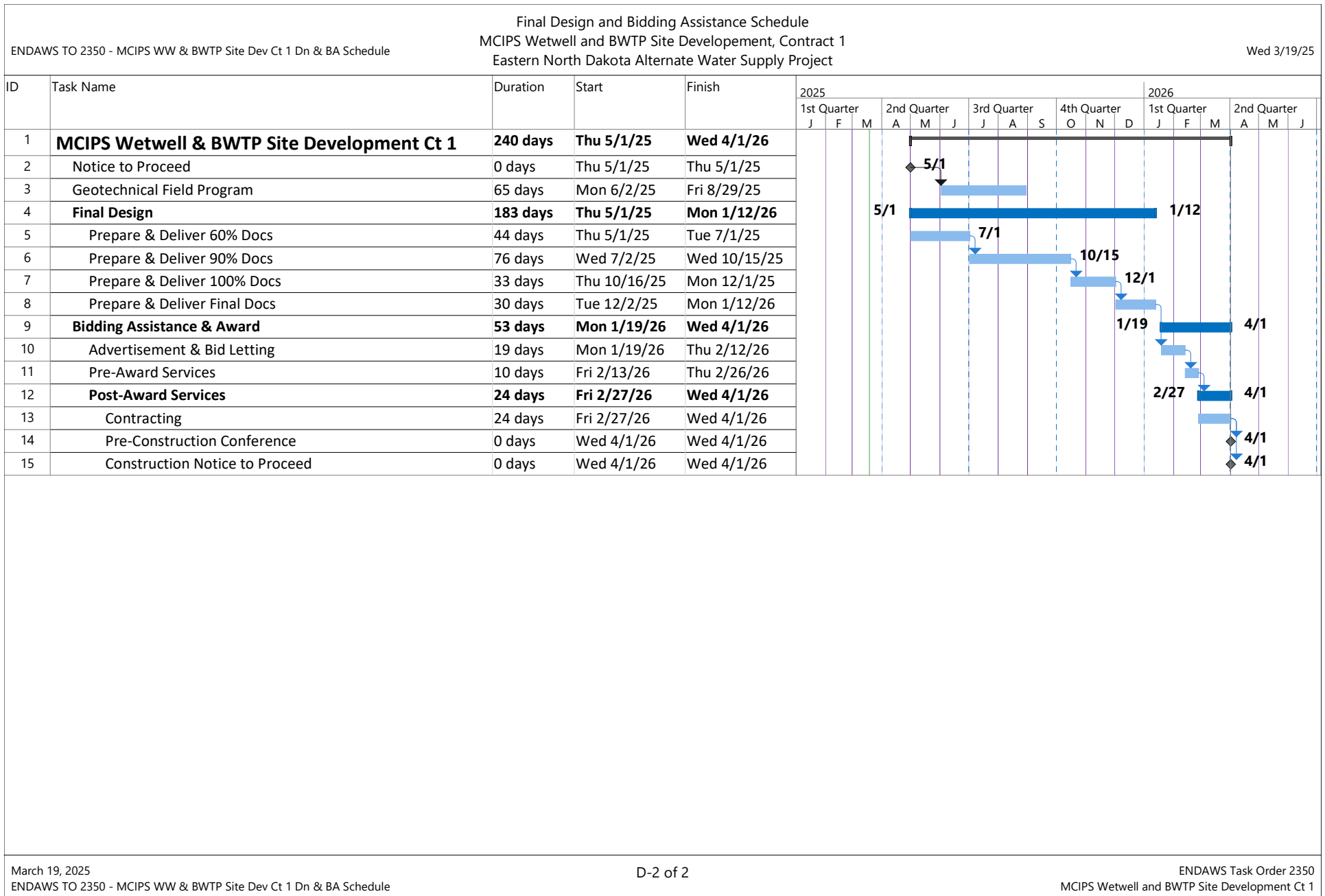
AE2S

		Position	PM6	PM5	PM2	ENGIII	ENGI	SD2	ET5	ENGIII	ENGIV	ET3	PMIII	LSIV	GISV	COMIII	ADM III	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
Task	Lead Firm	Task Description	Principal	Project Manager	Technical Expert QA/QC	Civil Engineer	Civil Staff Engineer	Civil/Senior Designer	Civil CAD Tech	Structural Engineer	Structural Staff Engineer	Structural Senior Designer	Surveyor Manager	Land Surveyor	GIS	Communications	Admin	AE2S Level of Effort (hrs)	Labor Cost	Travel	Misc	Survey Equip	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
i	BV	Prepare Issued-for-Construction CDs	4	4		4	16		24							10		62	\$11,376				\$0	62	\$11,376	\$0	\$11,376
ii	Dual	Sched & Mod Preconst Conf (1 2-dy trp)		8		8	8							8				32	\$6,476	\$1,000			\$1,000	32	\$6,476	\$1,000	\$7,476
iii	AE2S	Obtain Drone-Based Video		4												16		20	\$3,532	\$500	\$500		\$1,000	20	\$3,532	\$1,000	\$4,532
PROJECT TOTALS			110	380	170	478	400	146	156	184	338	208	42	84	62	68	122	2,948	\$596,105	\$11,000	\$1,500	\$1,200	\$13,700	2,948	\$596,105	\$13,700	\$609,805

ATTACHMENT D

SCHEDULE

DRAFT



ENDAWS Task Order 3150 – Biota Water Treatment Plant Piloting and Treatability Study

Task Order Effective Date: April 1, 2025

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a task order in the amount of \$872,000 for pilot testing and treatability studies for the Biota Water Treatment Plant as part of the Eastern North Dakota Alternate Water Supply (ENDAWS) project.

NEED AND BENEFIT

The task order builds on the preliminary design completed as part of Task Order 3210 by verifying the sizing and treatment efficiencies of proposed treatment processes. The pilot testing will result in final recommendations for equipment sizing, operating parameters, and chemical use for the final design. Pilot testing is a normal part of the design process for a new water treatment plant and is similar to what Fargo performed for its new water treatment plant design. Pilot testing is also a requirement of the U.S. Department of the Interior, Bureau of Reclamation's Record of Decision. Pilot testing and bench scale testing will use water from the McClusky Canal. See photograph on the next page for a representative view of pilot testing unit.

TASK ORDER SUMMARY

The services to be provided by the engineering team are fully described in the attached Task Order. The following summarizes each of the major tasks.

Basic Services:

	Fee
1) Task Order Management and Administration	\$30,404
2) Special Project and Third-Party Meetings	\$32,608
3) Pilot Study Protocol	\$33,045
4) Pilot Equipment Procurement	\$259,242
5) Pilot Preparation and Setup	\$123,006
6) Pilot Start-Up and Operation	\$315,958
7) Pilot Decommissioning	\$15,789
8) Pilot Study and Treatability Report	\$61,948
Totals	\$872,000

Special Services: There are no unique or specialized services required under this Task Order.

PROJECT OVERVIEW

Task Order 3210 provided for the completion of preliminary design for the Biota Water Treatment Plant. The Biota Water Treatment Plant consists of turbidity removal, ultraviolet (UV) disinfection, and chlorine disinfection. The primary treatment goal of the plant is to limit the likelihood that Aquatic Invasive Species (AIS) would be transferred from the Missouri River watershed to the Hudson Bay watershed. In the Summer of 2024, Garrison Diversion and Black & Veatch started a water quality Sampling program to determine water quality at various points in the McClusky Canal. It was determined that the water quality degraded significantly further along the canal, and it was recommended that a pilot program be developed to test pretreatment technologies to make sure proper water conditioning prior to irradiation with the UV system.

ENDAWS Task Order 3150 – Biota Water Treatment Plant Piloting and Treatability Study

Task Order Effective Date: April 1, 2025

TASK ORDER EXECUTIVE SUMMARY

The objective of this Task Order is to complete an ENDAWS Biota Water Treatment Plant Piloting and Treatability Study verifying the capability of pretreatment technologies to maintain turbidity less than 10 NTU and UVT greater than 70 percent prior to the UV and chlorine disinfection processes. The Task Order will also measure the decay rate of chlorine residual through a series of decay rate tests.

The study will perform pilot testing at two separate locations, representing worst case (startup of the facilities) and normal operating inlet water quality. Pilot testing will be performed on Lake Audubon and along the McClusky Canal near Highway 200. The water quality influent to the pilot at Lake Audubon is expected to be representative of normal operating conditions for the Biota Water Treatment Plant when operating on a regular basis. The water quality influent to the pilot at along the McClusky Canal is expected be representative of initial startup conditions or in situations where minimal flow through the facility has occurred. Pilot testing will include evaluations of all three treatment processes – pretreatment, UV disinfection, and chlorination. The work under this task order will conclude with a pilot study report making final recommendations for process equipment sizing during the plant's final design.

Figure 1 - Representative Pilot Testing Unit





Black & Veatch Corporation

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

ENDAWS Task Order 3150 – Biota Water Treatment Plant Piloting and Treatability Study

Effective Date – April 1, 2025

Content of this Task Order is as follows:

I. PROJECT BACKGROUND.....	1
II. TASK ORDER OBJECTIVES.....	2
III. GENERAL REQUIREMENTS.....	3
IV. BASIC SERVICES.....	3
V. DELIVERABLES.....	9
VI. SPECIAL SERVICES.....	9
VII. ADDITIONAL SERVICES.....	9
VIII. SPECIAL RESPONSIBILITIES OF OWNER.....	10
IX. FEE.....	10
X. PERFORMANCE SCHEDULE.....	10
XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS.....	10
XII. ACCEPTANCE.....	11

I. PROJECT BACKGROUND

1. The Red River Valley Water Supply Project (RRVWSP, the Project) will provide a supplemental water supply to eastern and central North Dakota (ND) in the event of drought conditions in the Red River watershed. The Project as envisioned by the Garrison Diversion Conservancy District (Garrison Diversion, the Owner) will also supply additional water to support industrial development as well as provide an environmental benefit to local rivers during drought conditions by augmenting natural stream flows. The source water will be withdrawn from the McClusky Canal and conveyed to a new biota water treatment plant. A multi-county pipeline will then convey flows from the plant to the Sheyenne River. Lake Ashtabula located downstream will provide storage for controlled releases to the Red River Valley. The focus of the ENDAWS project is to pilot test the proposed treatment technologies for the Biota Water Treatment Plant (BWTP) and associated facilities.
2. Professional services for design of the Project will be accomplished through the execution of multiple task orders for study, design, and associated activities as well as for engineering services during construction.

3. The U.S. Department of the Interior, Bureau of Reclamation (Reclamation) completed the Eastern North Dakota Alternate Water Supply Environmental Impact Statement (EIS) which resulted in the Record of Decision being signed for the ENDAWS portion of this project. As such, Reclamation is a stakeholder for this project and coordination with them is presumed throughout the effort.
4. Task Order 3210 provides for the completion of preliminary design for the BWTP. The BWTP generally consists of turbidity removal, ultraviolet (UV) disinfection, and chlorine disinfection.
5. The primary treatment goal for the BWTP is to limit the likelihood that Aquatic Invasive Species (AIS) would be transferred from the Missouri River watershed to the Hudson Bay watershed.
6. In the Summer of 2024, Owner and Engineer started a Water Quality Sampling program to determine water quality at various points in the canal. It was determined that the water quality degraded significantly further along the canal, and it was recommended that a pilot program be developed to test pretreatment technologies to ensure proper water conditioning prior to irradiation in the UV system.

II. TASK ORDER OBJECTIVES

1. The objective for this Task Order is to complete an ENDAWS BWTP Piloting and Treatability Study verifying the capability of pretreatment technologies to maintain turbidity less than 10 NTU and UVT greater than 70 percent prior to the UV and chlorine disinfection processes. The task order will also measure the decay rate of chlorine residual through a series of decay rate tests.
2. The study will perform pilot testing at two different locations, representing worst case (startup of the facilities) and normal operating influent water quality. Pilot testing will be performed on Lake Audubon and along the McClusky Canal near Highway 200. The water quality influent to the pilot at Lake Audubon is expected to be representative of normal operating conditions for the BWTP when operating on a regular basis. The water quality influent to the pilot at along the McClusky Canal is expected to be representative of initial startup conditions for the BWTP or in situations where minimal flow through the facility has occurred. Pilot testing will include evaluations of all three treatment processes – pretreatment, UV disinfection, and chlorination.
3. Specific activities for this Task Order are to:
 - A. Develop pilot study protocol.
 - B. Procure pilot equipment.
 - C. Prepare, deliver, and set up pilot testing equipment at each site.
 - D. Start-up and operate the pilot plant at each site.
 - E. Decommission and return piloting equipment.
 - F. Prepare Pilot Study and Treatability Report.

III. GENERAL REQUIREMENTS

1. Under this Task Order, Engineer will provide services in accordance with the Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008 (Agreement).
2. General Description of Activities. The Basic Services to be performed by Engineer consist of professional study and report services associated with completion of a pilot study and development of a treatability report.
3. Work Outside Basic and Special Services. Engineer agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this Task Order or a new separate Task Order.
4. Explicit Responsibilities. Basic Services and Special Services explicitly set forth the services Engineer will perform and do not implicitly put any additional responsibilities or duties upon the Engineer. Deliverables to be provided are explicitly identified in the Deliverables paragraph of this Task Order.
5. Explicitly Identified Quantities. Engineer in development of this Task Order estimates the level of effort required to provide the services discussed. Where specific information is listed as to the quantity of service to be provided, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order scope of services and associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.

IV. BASIC SERVICES

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

- Task 1 – Task Order Management and Administration
- Task 2 – Special Project and Third-Party Meetings
- Task 3 – Pilot Study Protocol
- Task 4 – Pilot Equipment Procurement
- Task 5 – Pilot Preparation and Setup
- Task 6 – Pilot Start-Up and Operation
- Task 7 – Pilot Decommissioning
- Task 8 – Pilot Study and Treatability Report

1. Task 1 – Task Order Management and Administration

This task includes overall management and development of a Project Management Plan specific to the Work. The overall objective of this task is to keep the Task Order on schedule and on budget.

- A. Project Management. Engineer will provide management services necessary for execution of the Task Order, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, Owner coordination, and other standard and customary activities required for timely completion of the Work. Owner coordination will occur through regular project conference calls at least twice monthly throughout the project duration.
- B. Administration. Perform general administrative duties associated with the Task Order, including general correspondence, day-to-day contact and coordination, administration, and monthly invoicing in a form that is acceptable to the Owner.
- C. Management of Subconsultants. Engineer will monitor subcontractor progress, review and approve invoices, oversee adherence to the approved quality assurance/quality control (QA/QC) plan, monitor adherence to document preparation standards, and generally oversee Subconsultants' performance.

2. Task 2 – Special Project and Third-Party Meetings

The overall objective of this task is to keep stakeholders apprised of Task Order status and to provide a forum for stakeholder input. Engineer will prepare an agenda and provide meeting notes documenting discussions and action items. The following meetings are anticipated:

- A. Special Project Meetings
 - i. Task Order Initiation Meeting. Engineer will conduct a Task Order Initiation Meeting with Garrison Diversion and consultants to review the overall approach to the Work, the schedule by which the work will be prosecuted, and other relevant coordination and management items necessary for a successful outcome.
 - ii. Coordination meetings with Garrison Diversion. Engineer will conduct regular coordination meetings with Garrison Diversion associated with the pilot testing along McClusky Canal, which is expected to be performed on the Garrison Diversion maintenance garage site.
- B. Stakeholder Meetings. Engineer will attend and present study findings at one meeting with the Lake Agassiz Water Authority (LAWA) Technical Advisory Committee (TAC).
- C. Bureau of Reclamation Meetings. Reclamation will be engaged throughout the study and meetings are assumed twice during the pilot study to report the progress of the study in addition to regular onsite meetings as outlined in specific study tasks.

3. Task 3 – Pilot Study Protocol

Engineer will prepare a Pilot Study Protocol document to further define the specific goals of the piloting program, establish procedures for set-up, operation, monitoring, sampling and testing, and cleaning of the pilot study equipment defining roles and responsibilities for all parties involved. The protocol for both pilot study locations will be documented. Garrison Diversion will review the draft Pilot Study Protocol and provide comments. Engineer will participate in a pilot study initiation meeting with the Owner and consultant to review the protocol, address Owner's review comments, and finalize the protocol.

- A. Pilot Location Requirements. Pilot testing is planned to occur at two different sites (final location to be determined): one on Lake Audubon and one on the McClusky Canal. The protocol will address required infrastructure such as power, ability to discharge flow from the equipment, access, and Owner support.
- B. Testing Durations and Support. It is anticipated that the overall pilot testing will occur first at Lake Audubon and then on the McClusky Canal. The overall timeline for pilot testing is expected as follows:
 - i. A week of commissioning and startup at the first site.
 - ii. Six weeks of pilot testing. Pilot will run continuously and be monitored by Engineer or its consultant up to 10 hours per day, 7 days per week.
 - iii. One week for transfer of equipment to the second site.
 - iv. A week of commissioning and startup at the second site.
 - v. Six weeks of pilot testing. Pilot will run continuously and be monitored by Engineer or its consultant up to 10 hours per day, 7 days per week.
 - vi. One week of decommissioning and final data collection.
- C. Testing Goals. The pilot study will be used to define engineering design details that need to be determined to better understand the proper application of the pretreatment, UV, and chlorination processes. In general, the purposes of the proposed pilot study include:
 - i. Demonstrate the effectiveness of the proposed processes in meeting the targeted finished water quality goals (turbidity reduction, increase clarity/UVT, observe organic matter reduction, etc.)
 - ii. Establish full-scale design and operating parameters for the proposed processes.
 - iii. Determine the pretreatment requirements for downstream processes.
 - iv. Determine the potential for fouling and means of mitigating fouling of UV sleeves.
 - v. Establish the chlorine decay curves to better establish chlorine dose requirements in the full-scale BWTP.

- vi. Establish the residuals blowdown rate and frequency and determine solids concentration for sizing of residuals thickener/storage tank and dewatering lagoons.
- vii. Record influent and effluent water quality to confirm treatment goals for the plate settlers are being met.

4. Task 4 – Pilot Equipment Procurement

This task includes procuring pilot testing equipment for the pilot study, including a pumping system, plate settling equipment, and UV equipment (which will be a single UV lamp in a pipeline reactor, a UV intensity monitor, and an online UVT analyzer).

- A. Engineer will prepare a prequalification document for equipment suppliers and a detailed required scope of supply. The prequalification document will be used to obtain proposals from plate settling and UV equipment suppliers. After receipt of proposals, a vendor will be selected in consultation with Garrison Diversion.
- B. Rental of equipment for the pilot is expected to include the rental of a pretreatment unit (rapid mix/flocculation/sedimentation/residuals collection) at approximately 100 gallons per minute capacity, sodium hypochlorite totes, portable restroom, and enclosed truck trailer. An allowance for rental equipment is included in the fee.
- C. Purchase of equipment for the pilot is expected to include purchase of a UVT analyzer, chlorine feed equipment, and a small UV testing unit. UV lamp and UV intensity monitor may need to be purchased if rental units are not available from the major UV vendors. Analytical equipment may also be purchased for the piloting. If equipment is purchased, that equipment will be transferred to Owner at completion to possibly be used in the future BWTP laboratory. An allowance for purchased equipment is included in the fee.
 - i. UV System. UV lamp and intensity monitor. A UVT analyzer will be purchased to measure UV transmittance downstream of the pretreatment system based on a Real Tech M3000 unit with Real-Clean system and debubbler. Estimated cost for these items has been included in the equipment purchase allowance.
 - ii. Chlorine Feed Equipment. Equipment will include a small peristaltic pump, polyurethane storage tanks, and miscellaneous piping, fittings and hoses.
 - iii. Analytical Equipment. See Subsection 6.D for further description.
 - iv. Raw Water Pumping. A submersible pump with basket at a capacity of at least 100 gallons per minute and associated equipment.
 - v. Pretreatment and chlorination chemicals. Chlorination will be in the form of sodium hypochlorite for the pilot.

5. Task 5 – Pilot Preparation and Setup

This task includes the delivery, site preparation, and set up of piloting units.

- A. Upon arrival of the pretreatment pilot equipment to the site, Engineer and consultant will set up the pilot at each location and commission its operation. Engineer and consultant will provide staff for the duration of pilot testing to operate and maintain the pilot, including calibration of equipment and modification of testing parameters. Engineer and consultant will perform testing onsite and take samples to be sent for analysis.
- B. Equipment is expected to be trailer mounted to the extent possible. Power will be required, and potable water is assumed to be trucked to the sites and stored in tanks. A pad is expected to be needed for location of the pilot near the channel and at Lake Audubon (dependent on final siting).
- C. Coordination with Owner staff to provide manpower and equipment to assist in set up, installation, and transportation of equipment is planned for the project.
- D. Owner staff is encouraged to assist in operation of pilot plant to gain operational experience and familiarity with equipment.

6. Task 6 – Pilot Start-Up and Operation

- A. Engineer will arrange a piloting start-up meeting with Owner to discuss the selected site, pilot set up, start-up and commissioning activities, and day-to-day operations and maintenance of the facility.
- B. Bench Scale Testing. Various bench scale tests will be conducted during the pilot to inform decisions regarding pilot set up and/or process design parameters. These bench scale tests will be conducted during pilot operation and test results incorporated into the pilot report.
 - i. Pretreatment Coagulation Chemical Jar Tests. Engineer will perform jar tests on up to three coagulation chemicals to determine dose response curves for removal of turbidity and increasing UVT to acceptable dose range. Tests will originally be conducted on water from both sites to determine dose for initial startup of the pretreatment pilot.
 - ii. Residuals Blowdown Testing. Once startup of pretreatment unit is complete, testing of residual blowdown frequency will occur to determine solids production at various operational conditions. The residuals will be tested for settleability, solids percentage, and determination of solids production to be used in the thickening and lagoon design. Samples will be offered to manufacturers for testing of thickening equipment.
 - iii. Chlorine Decay Testing. Chlorine decay trials will be completed once pilot is in steady state at each of the testing sites. One decay trial is anticipated per testing site.
- C. Pilot Testing Parameters. The following testing conditions will be tested on each water source through the adjustment of flow and or chemical.

- i. Long-term operational conditions: Pilot will test pretreatment, UV, chlorine disinfection, and residuals for confirmation of design parameters developed in Task Order 3210.
 - ii. Pretreatment Loading Rate: Pretreatment loading rates will be tested at 0.6, 0.3, and 0.15 gallons per minute per square foot (gpm/sf).
 - iii. Pretreatment Chemical Rate: Trials with and without coagulant chemical will be performed to determine performance at a low loading rate without chemical (simulating low flow operations) and a chemical dose will also be developed for a high flow/loading rate.
 - iv. UV Fouling Potential: UV lamp will be operated at 100% ballast power continuously. UV intensity will be monitored continuously to determine fouling impacts of feed water at various pretreatment conditions on the UV lamp sleeve.
- D. Water Quality Testing: Water testing will be included in the scope of the pilot and will include the following:
- i. Online Monitoring: Data logger and analytical instruments will be purchased. The multiparameter sonde unit purchased in Summer 2024 by the Owner will be modified for online use to measure turbidity, chlorophyll, temperature, pH, and conductivity. An online UVT monitor will be purchased as part of the testing program.
 - ii. Onsite Testing: Water quality testing will be conducted onsite or at an external lab. The project will purchase a general water quality Hach SL1000 or DR900 to test various water quality parameters.
 - iii. External Lab: Parameters not covered by online monitoring or onsite testing will be sent to an external lab. An allowance is included in the fee for testing of the following parameters: total organic carbon and dissolved organic carbon.

7. Task 7 – Pilot Decommissioning

- A. Upon completion of the required pilot testing, Engineer or its consultant will arrange for and coordinate removal of the pilot units from the site. The Owner will provide labor to disassemble the pilot testing equipment, including disconnecting the temporary electrical power, influent water lines, and effluent permeate, waste, and drain lines. Engineer or its consultant will assist with disassembly of the pilot equipment and arrange for shipping of the pilot equipment to the equipment supplier.

8. Task 8 – Pilot Study and Treatability Report

- A. Upon completion of the testing period, Engineer shall prepare a draft Pilot Study Report to summarize the purpose, procedures, results, and conclusions of the pilot testing. Engineer will submit an electronic copy of the draft report to the Owner for review. Engineer will organize and conduct a review meeting with the stakeholders to review the draft Pilot

Study Report and address the review comments. Engineer will revise the draft report and submit an electronic copy of the final Pilot Study Report to the Owner.

- B. Any modifications to the process design criteria from piloting will be incorporated in the final design for the BWTP and provided as a supplement to the ENDAWS Preliminary Design Report.

V. DELIVERABLES

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

1. Task 1 – Project Management
 - A. Monthly invoices
 - B. Baseline Project Schedule
2. Task 2 – Special Project and Third-Party Meetings. Meeting agenda (included with MS Outlook meeting invitations) and minutes (electronic pdf files)
3. Task 3 – Pilot Study Protocol
 - A. Pilot Study Protocol Manual
4. Task 6 – Pilot Start-Up and Operation
 - A. Summary of operations and data collection for the two piloting locations
5. Task 8 – Pilot Study and Treatability Report
 - A. Draft Pilot Study and Treatability Report
 - B. Final Pilot Study and Treatability Report

VI. SPECIAL SERVICES

None this Task Order.

VII. ADDITIONAL SERVICES

The professional services listed below are not included in the scope of this Task Order nor does the fee shown in Article IX include any labor and direct expenses for items identified as Additional Services. Should Owner want to include services listed under Additional Services in Engineer's scope, an amendment to this Task Order, or execution of a separate Task Order with the new scope, will be necessary.

1. The fee specifically excludes any fees associated with permits.

2. Costs to transport the pilot from the Lake Audubon to McClusky Canal location have not been included. Costs for construction of pads at the sites are not included.
3. Costs for power extension at piloting sites has not been included.

VIII. SPECIAL RESPONSIBILITIES OF OWNER

1. Interim Deliverable Review Requirements. Owner commits to review periods for interim deliverables of no more than 30 calendar days after receipt of deliverables from Engineer. A review meeting will be scheduled and conducted by Engineer no more than 14 calendar days after receipt of Owner review comments, unless a mutually agreed upon date outside this schedule window is selected.
2. Piloting Set Up, Transport, and Decommissioning. Owner will provide manpower to assist with initial set up of pilot equipment including extension of power and construction of pads, as necessary. Owner will transport pilot equipment between testing sites and will assist with decommissioning and taking ownership of equipment purchased on the project.

IX. FEE

The total fee for Basic Services provided under this Task Order is Eight Hundred Seventy-Two Thousand Dollars (\$872,000).

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

X. PERFORMANCE SCHEDULE

Basic and Special Services of this Task Order will be completed by December 31, 2025.

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

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

XII. ACCEPTANCE

If this satisfactorily sets forth your understanding of this Task Order, please electronically sign this document. An electronic copy of the fully executed document will be provided upon execution by all parties.

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

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

Dated: _____

Dated: _____

DRAFT

ATTACHMENT A
ENGINEERING FEE WORKSHEETS

DRAFT



Client: Garrison Diversion Conservancy District
Project Name: ENDAWS Task Order 3150 – Biota Water Treatment Plant Piloting and Treatability Study
BV PN XXXXXX
Black & Veatch Cost Buildup

50% each																									
		Position	P	PMS	PM1	EMS	TE	DES	SE1	PJC2	PA1	PA2	ADM1	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail	Sub	Expense Detail	Total	TOTAL	TOTAL	TOTAL	TOTAL
Task	Lead Firm	Task Description	Principal - Boersma	Project Manager Senior - Ronnekamp	Project Manager 1 - Vogt	Engineering Manager - Johnston	Technical Expert (Tadaniel, Townsend)	Design Engineer Senior - Hayes	Staff Engineer 1 - TBD	Project Controls Analyst 2	Project Accountant 1	Project Accountant 2	Administrator 1	BV Level of Effort (hrs)	BV Labor Fee	HOBACCA	Misc	Travel Expense	AE2S	Markup	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Fee	Direct Expense Fee	Total Fee
		2025 Contract Billing Rate	\$314	\$314	\$301	\$271	\$307	\$275	\$155	\$152	\$121	\$105	\$136			\$9.16				5%					
1.		Task Order Management and Administration	4	14	40	0	0	0	0	9	18	6	12	103	\$23,500	\$943	\$509	\$0	\$5,192	\$260	\$6,904	103	\$23,500	\$6,904	\$30,404
A.	BV	Project Management	4	8	20									32	\$9,788	\$293	\$509		\$0	\$0	\$802	32	\$9,788	\$802	\$10,590
B.	BV	Administration		2	8					6	12	6	12	46	\$7,662	\$421			\$5,192	\$260	\$5,873	46	\$7,662	\$5,873	\$13,535
C.	BV	Management of Consultants		4	12					3	6			25	\$6,050	\$229			\$0	\$0	\$229	25	\$6,050	\$229	\$6,279
2.		Special Project and Third-Party Meetings	14	10	12	42	4	8	16	0	0	0	0	106	\$28,438	\$970	\$0	\$3,200	\$0	\$0	\$4,170	106	\$28,438	\$4,170	\$32,608
A.		Special Project Meetings												0	\$0	\$0			\$0	\$0	\$0	0	\$0	\$0	\$0
i.	BV	TO Initiation	4		4	8	4		8					28	\$7,096	\$256			\$0	\$0	\$256	28	\$7,096	\$256	\$7,352
ii.	BV/AE2S	Coordination Meetings			8	24		8						40	\$11,112	\$366		\$3,200	\$0	\$0	\$3,566	40	\$11,112	\$3,566	\$14,678
B.	BV/AE2S	Stakeholder Meetings	4	4		4			8					20	\$4,836	\$183			\$0	\$0	\$183	20	\$4,836	\$183	\$5,019
C.	BV/AE2S	Bureau of Reclamation Meetings	6	6		6								18	\$5,394	\$165			\$0	\$0	\$165	18	\$5,394	\$165	\$5,559
3.		Pilot Study Protocol	3	0	0	18	12	20	32	0	0	0	0	85	\$19,964	\$778	\$8,133	\$0	\$3,972	\$198	\$13,081	85	\$19,964	\$13,081	\$33,045
	BV	Draft Pilot Study Protocol	2			16	12	16	24					70	\$16,768	\$641	\$7,100		\$2,388	\$119	\$10,248	70	\$16,768	\$10,248	\$27,016
	BV	Final Pilot Study Protocol	1			2		4	8					15	\$3,196	\$137	\$1,033		\$1,584	\$79	\$2,833	15	\$3,196	\$2,833	\$6,029
4.		Pilot Equipment Procurement	0	0	0	112	22	50	106	0	0	0	0	290	\$67,286	\$2,656	\$189,300	\$0	\$0	\$0	\$191,956	290	\$67,286	\$191,956	\$259,242
A.	BV	Develop Prequalification Documents				4	8		16					28	\$6,020	\$256			\$0	\$0	\$256	28	\$6,020	\$256	\$6,276
B.	BV	Rental of Pilot Equipment				4	4		16					24	\$4,792	\$220	\$54,400		\$0	\$0	\$54,620	24	\$4,792	\$54,620	\$59,412
C.	BV	Purchase of Equipment/Testing/Chemicals				12	2		24					38	\$7,586	\$348	\$134,900		\$0	\$0	\$135,248	38	\$7,586	\$135,248	\$142,834
i.	BV/AE2S	Pilot Design/Logistics and Coordination for set up				92	8	50	50					200	\$48,888	\$1,832			\$0	\$0	\$1,832	200	\$48,888	\$1,832	\$50,720
5.		Pilot Preparation and Setup	4	0	0	172	8	0	264	0	0	0	0	448	\$91,244	\$4,103	\$0	\$12,200	\$14,723	\$736	\$31,762	448	\$91,244	\$31,762	\$123,006
A.	BV/AE2S	Setup of Equipment (2 locations)	2			112	4		152					270	\$55,768	\$2,473		\$6,800	\$14,723	\$736	\$24,732	270	\$55,768	\$24,732	\$80,500
B.	BV/AE2S	Commisioning (2 locations)	2			60	4		112					178	\$35,476	\$1,630		\$5,400	\$0	\$0	\$7,030	178	\$35,476	\$7,030	\$42,506
6.		Pilot Start-Up and Operation	8	16	0	40	8	0	584	0	0	0	0	656	\$111,352	\$6,009	\$0	\$36,000	\$154,854	\$7,743	\$204,606	656	\$111,352	\$204,606	\$315,958
A.	BV	Start-Up Meeting		2		4			8					14	\$2,952	\$128			\$3,796	\$190	\$4,114	14	\$2,952	\$4,114	\$7,066
B.	BV/AE2S	Bench Scale Testing (Hours in Task 5)												0	\$0	\$0			\$0	\$0	\$0	0	\$0	\$0	\$0
C.	BV/AE2S	Pilot Testing Parameters (Hours in Task 5)												0	\$0	\$0			\$0	\$0	\$0	0	\$0	\$0	\$0
D.	BV/AE2S	Water Quality Parameters (Hours below)												0	\$0	\$0			\$0	\$0	\$0	0	\$0	\$0	\$0
	BV/AE2S	Operation for 6 weeks at Lake Audubon	4	8		16	4		288					320	\$53,972	\$2,931		\$18,000	\$69,837	\$3,492	\$94,260	320	\$53,972	\$94,260	\$148,232
	AE2S/BV	Relocation of Equipment				4								4	\$1,084	\$37			\$11,384	\$569	\$11,990	4	\$1,084	\$11,990	\$13,074
	BV/AE2S	Operation for 6 weeks at McClusky Canal	4	6		16	4		288					318	\$53,344	\$2,913		\$18,000	\$69,837	\$3,492	\$94,242	318	\$53,344	\$94,242	\$147,586
7.		Pilot Decommissioning	0	0	0	4	0	0	8	0	0	0	0	12	\$2,324	\$110	\$0	\$0	\$12,719	\$636	\$13,465	12	\$2,324	\$13,465	\$15,789



Client: Garrison Diversion Conservancy District
Project Name: ENDAWS Task Order 3150 – Biota Water Treatment Plant Piloting and Treatability Study
BV PN XXXXXX
Black & Veatch Cost Buildup

														50% each											
Task	Lead Firm	Position	P	PMS	PM1	EMS	TE	DES	SE1	PJC2	PA1	PA2	ADM1	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail	Sub	Expense Detail	Total	TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Principal - Boersma	Project Manager Senior - Ronnekamp	Project Manager 1 - Vogt	Engineering Manager - Johnston	Technical Expert (Tadanier, Townsend)	Design Engineer Senior - Hayes	Staff Engineer 1 - TBD	Project Controls Analyst 2	Project Accountant 1	Project Accountant 2	Administrator 1	BV Level of Effort (hrs)	BV Labor Fee	HOBACCA	Misc	Travel Expense	AE2S	Markup	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Fee	Direct Expense Fee	Total Fee
A.	AE2S	Arrange and Coordinate removal of equipment				4			8					12	\$2,324	\$110			\$12,719	\$636	\$13,465	12	\$2,324	\$13,465	\$15,789
8.		Pilot Study and Treatability Report	10	8	4	52	8	48	104	0	0	0	0	234	\$52,724	\$2,143	\$0	\$0	\$6,744	\$337	\$9,224	234	\$52,724	\$9,224	\$61,948
A.	BV	Pilot Study Report												0	\$0	\$0			\$3,576	\$179	\$3,755	0	\$0	\$3,755	\$3,755
		Draft Pilot Study Report	4		4	24	4	24	80					140	\$29,192	\$1,282			\$0	\$0	\$1,282	140	\$29,192	\$1,282	\$30,474
		Final Pilot Study Report	2	4		4			8					18	\$4,208	\$165			\$0	\$0	\$165	18	\$4,208	\$165	\$4,373
B.	BV	BWTP PDR Supplement (if required)	4	4		24	4	24	16					76	\$19,324	\$696			\$3,168	\$158	\$4,022	76	\$19,324	\$4,022	\$23,346
		Totals For Basic and Special Services	43	48	56	440	62	126	1,114	9	18	6	12	1,934	\$396,832	\$17,712	\$197,942	\$51,400	\$198,204	\$9,910	\$475,168	1,934	\$396,832	\$475,168	\$872,000



Client: Garrison Diversion Conservancy District
Project Name: ENDAWS Task Order 3150 – Biota Water Treatment Plant Piloting and Treatability Study
BV PN XXXXXX
AE2S Cost Buildup

		Position	PM6	PM5	ENGLI	ADM III	Labor Detail	Labor Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
Task	Lead Firm	Task Description	Principal	Project Manager	Processl Engineer	Admin	AE2S Level of Effort (hrs)	Labor Cost	Lodging Per Diem	Travel Expense	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
1.		Task Order Management and Administration	8	8	0	8	24	\$5,192	\$0	\$0	\$0	24	\$5,192	\$0	\$5,192
A.	BV	Project Management					0	\$0			\$0	0	\$0	\$0	\$0
B.	BV	Administration	8	8		8	24	\$5,192			\$0	24	\$5,192	\$0	\$5,192
C.	BV	Management of Consultants					0	\$0			\$0	0	\$0	\$0	\$0
2.		Special Project and Third-Party Meetings	0	0	0	0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
A.	0	Special Project Meetings					0	\$0			\$0	0	\$0	\$0	\$0
i.		TO Initiation					0	\$0			\$0	0	\$0	\$0	\$0
ii.	BV/AE2S	Coordination Meetings					0	\$0			\$0	0	\$0	\$0	\$0
B.	BV/AE2S	Stakeholder Meetings					0	\$0			\$0	0	\$0	\$0	\$0
C.	BV/AE2S	Bureau of Reclamation Meetings					0	\$0			\$0	0	\$0	\$0	\$0
3.		Pilot Study Protocol	4	8	4	0	16	\$3,972	\$0	\$0	\$0	16	\$3,972	\$0	\$3,972
	BV	Draft Pilot Study Protocol	2	4	4		10	\$2,388			\$0	10	\$2,388	\$0	\$2,388
	BV	Final Pilot Study Protocol	2	4			6	\$1,584			\$0	6	\$1,584	\$0	\$1,584
4.		Pilot Equipment Procurement	0	0	0	0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
A.	BV	Develop Prequalification Documents					0	\$0			\$0	0	\$0	\$0	\$0
B.	BV	Rental of Pilot Equipment					0	\$0			\$0	0	\$0	\$0	\$0
C.	BV	Purchase of Equipment/Testing/Chemicals					0	\$0			\$0	0	\$0	\$0	\$0
i.	BV/AE2S	Pilot Design/Logistics and Coordination for set up					0	\$0			\$0	0	\$0	\$0	\$0
5.		Pilot Preparation and Setup	8	8	48	0	64	\$14,024	\$206	\$493	\$699	64	\$14,024	\$699	\$14,723
A.	BV/AE2S	Setup of Equipment (2 locations)	8	8	48		64	\$14,024	\$206	\$493	\$699	64	\$14,024	\$699	\$14,723
B.	BV/AE2S	Commisioning (2 locations)					0	\$0			\$0	0	\$0	\$0	\$0
6.		Pilot Start-Up and Operation	12	20	632	20	684	\$137,596	\$10,852	\$6,406	\$17,258	684	\$137,596	\$17,258	\$154,854
A.	BV	Start-Up Meeting	4	4	8		16	\$3,796			\$0	16	\$3,796	\$0	\$3,796
B.		Bench Scale Testing (Hours in Task 5)					0	\$0			\$0	0	\$0	\$0	\$0
i.	BV/AE2S	Coagulation Jar Testing					0	\$0			\$0	0	\$0	\$0	\$0
ii.	BV/AE2S	Residuals Blowdown Testing					0	\$0			\$0	0	\$0	\$0	\$0
iii.	BV/AE2S	Chlorine Decay Testing					0	\$0			\$0	0	\$0	\$0	\$0
C.	BV/AE2S	Pilot Testing Parameters (Hours in Task 5)					0	\$0			\$0	0	\$0	\$0	\$0
D.	BV/AE2S	Water Quality Parameters (Hours below)					0	\$0			\$0	0	\$0	\$0	\$0
	BV/AE2S	Operation for 6 weeks at Lake Audubon	4	8	288	8	308	\$61,872	\$5,009	\$2,957	\$7,965	308	\$61,872	\$7,965	\$69,837
	AE2S/BV	Relocation of Equipment			48	4	52	\$10,056	\$835	\$493	\$1,328	52	\$10,056	\$1,328	\$11,384
	BV/AE2S	Operation for 6 weeks at McClusky Canal	4	8	288	8	308	\$61,872	\$5,009	\$2,957	\$7,965	308	\$61,872	\$7,965	\$69,837
7.		Pilot Decommissioning	0	4	50	8	62	\$11,846	\$257	\$616	\$873	62	\$11,846	\$873	\$12,719



Client: Garrison Diversion Conservancy District
Project Name: ENDAWS Task Order 3150 – Biota Water Treatment Plant Piloting and Treatability Study
BV PN XXXXXX
AE2S Cost Buildup

		Position	PM6	PM5	ENGLI	ADM III	Labor Detail	Labor Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
Task	Lead Firm	Task Description	Principal	Project Manager	Processl Engineer	Admin	AE2S Level of Effort (hrs)	Labor Cost	Lodging Per Diem	Travel Expense	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
A.	AE2S	Arrange and Coordinate removal of equipment		4	50	8	62	\$11,846	\$257	\$616	\$873	62	\$11,846	\$873	\$12,719
8.		Pilot Study and Treatability Report	8	16	0	4	28	\$6,744	\$0	\$0	\$0	28	\$6,744	\$0	\$6,744
A.	BV	Pilot Study Report	4	8		4	16	\$3,576			\$0	16	\$3,576	\$0	\$3,576
		Draft Pilot Study Report					0	\$0			\$0	0	\$0	\$0	\$0
		Final Pilot Study Report					0	\$0			\$0	0	\$0	\$0	\$0
B.	BV	BWTP PDR Supplement (if required)	4	8			12	\$3,168			\$0	12	\$3,168	\$0	\$3,168
Totals For Basic and Special Services			40	64	734	40	878	\$179,374	\$11,315	\$7,515	\$18,830	878	\$179,374	\$18,830	\$198,204

ENDAWS Task Order 3220 – Facilities Supplemental Geotechnical Investigation

Task Order Effective Date: April 1, 2025

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a task order in the amount of \$886,000 for a supplemental geotechnical investigation associated with the McClusky Canal Intake and Pumping Station, the Biota Water Treatment Plant, and the McClusky Main Pumping Station as part of the Eastern North Dakota Alternate Water Supply (ENDAWS) project.

NEED AND BENEFIT

A preliminary geotechnical investigation was completed concurrent with these facilities' preliminary design. This Task Order is for supplemental investigations to support development of the final design and Contract Documents. The borings will be used to support design of access roads, the re-grading of the Canal embankment by the McClusky Canal Intake, and foundations of the Biota Water Treatment Plant, the McClusky Canal Intake Pumping Station, McClusky Main Pumping Station, and other facilities and appurtenance located on the common site. In addition, geotechnical borings will be completed on the proposed Ground Storage Reservoir site, which have not been completed to date.

TASK ORDER SUMMARY

The services to be provided by the engineering team are fully described in the attached Task Order. The following summarizes each of the major tasks.

Basic Services:

	Fee
1) Task Order Management and Administration	\$34,885
2) Land Services	\$30,152
3) Geotechnical Services	\$500,877
4) Report Services	\$320,086
Totals	\$886,000

Special Services: There are no unique or specialized services required under this Task Order.

PROJECT OVERVIEW

The purpose of this Task Order is to complete additional borings and tests to characterize subsurface soil conditions not covered by the ENDAWS preliminary design Task Order 3210. Relevant existing soils data from previous work will be used to in conjunction with the data obtained under this task order to support final design activities. Supplemental geotechnical investigations under this Task Order will be completed for the following:

- Additional geotechnical data at the Biota Water Treatment Plant site for the new intake tunnel, McClusky Canal Intake Pumping Station, Biota Water Treatment Plant facility and backwash pond. A preliminary layout drawing of the facilities developed during preliminary design is included as Figure 1. It shows the previous borings and the locations of the new borings contemplated under this Task Order. Geotechnical data being obtained for onsite and offsite access road construction are shown in Figure 2.
- Geotechnical data at the Ground Storage Reservoir site. The tank arrangement is currently still under development. However, it has been determined that the geotechnical data required will remain the same for either arrangement. A preliminary layout developed under preliminary

ENDAWS Task Order 3220 – Facilities Supplemental Geotechnical Investigation

Task Order Effective Date: April 1, 2025

TASK ORDER EXECUTIVE SUMMARY

design is Figure 3. A final site location and arrangement will be identified prior to performing the field work.

- The information gathered from these geotechnical investigations will be presented and summarized in a Geotechnical Data Report. The information in the Geotechnical Data Report will be used by Engineer in development of the Geotechnical Baseline Reports tailored to specific project bid packages. Geotechnical Data Reports and Geotechnical Baseline Reports will be included in the Contract Documents. A Geotechnical Design Memorandum will also be developed based on the geotechnical data collected and provided to the design team for the Biota Water Treatment Plant and Ground Storage Reservoir facilities.

PROJECT SCHEDULE

Work under this Task Order is expected to be complete by March 31, 2026.

Figure 1 Biota Water Treatment Plant Boring Locations

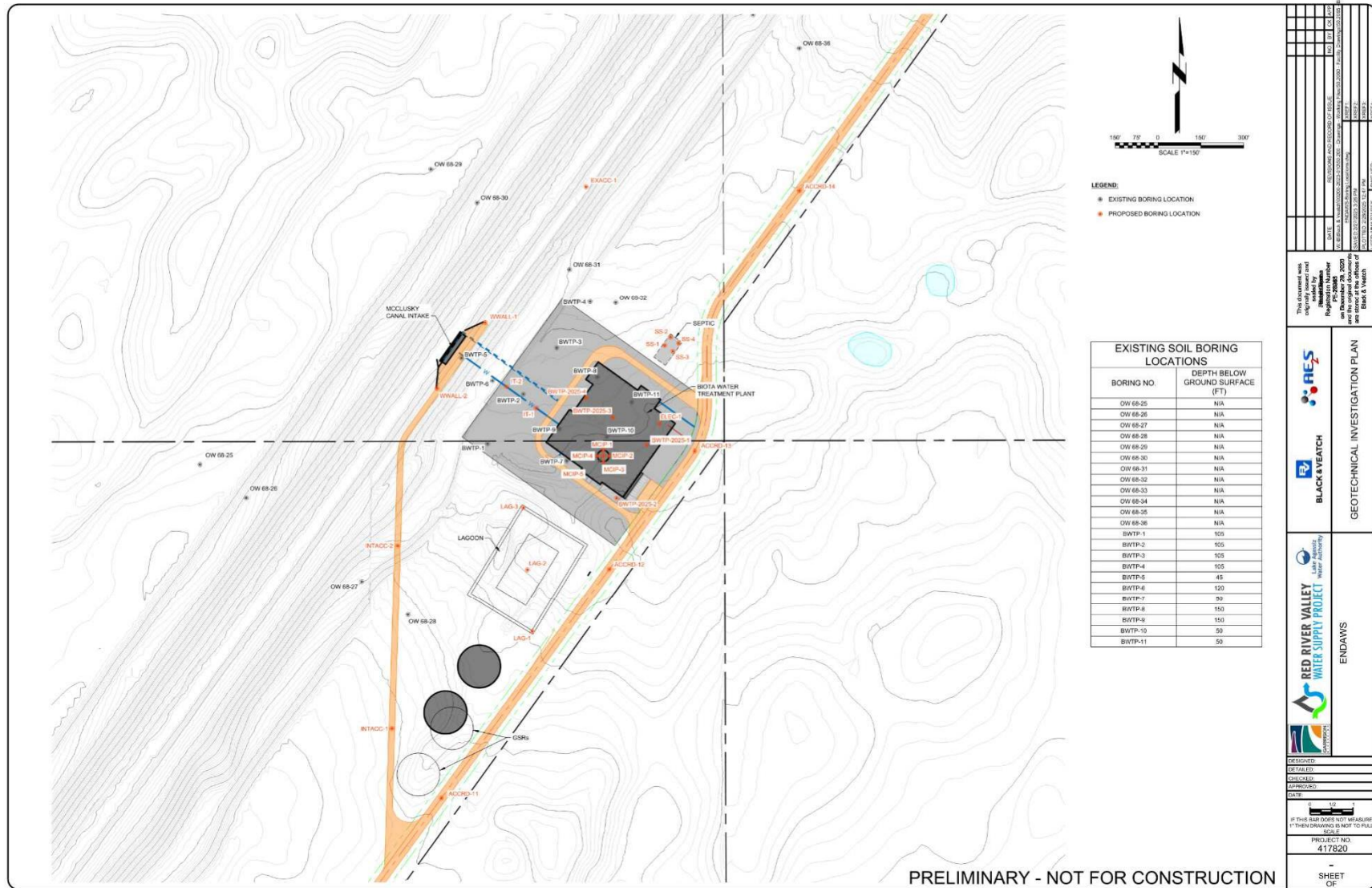


Figure 2 Access Road Boring Locations

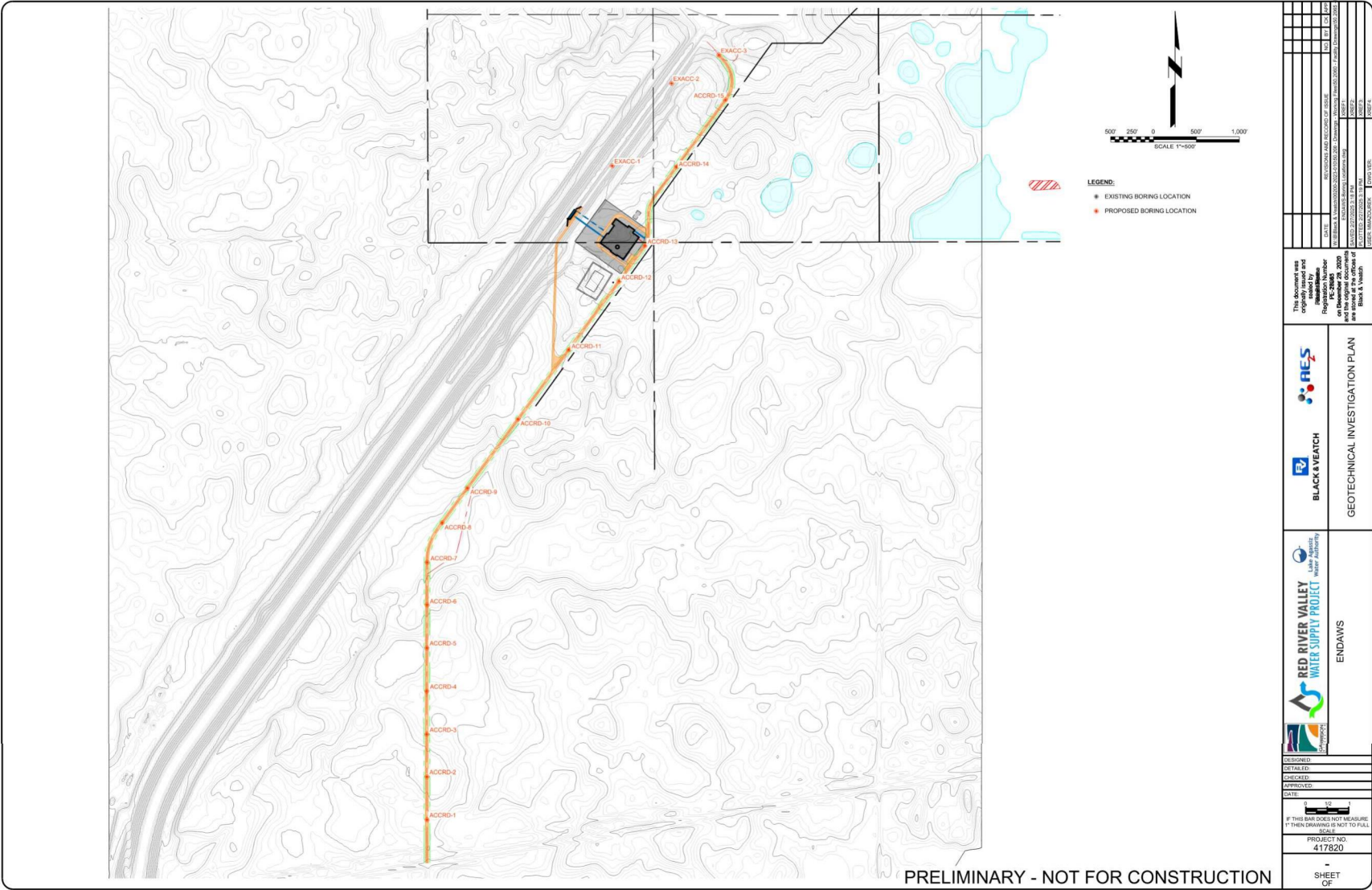
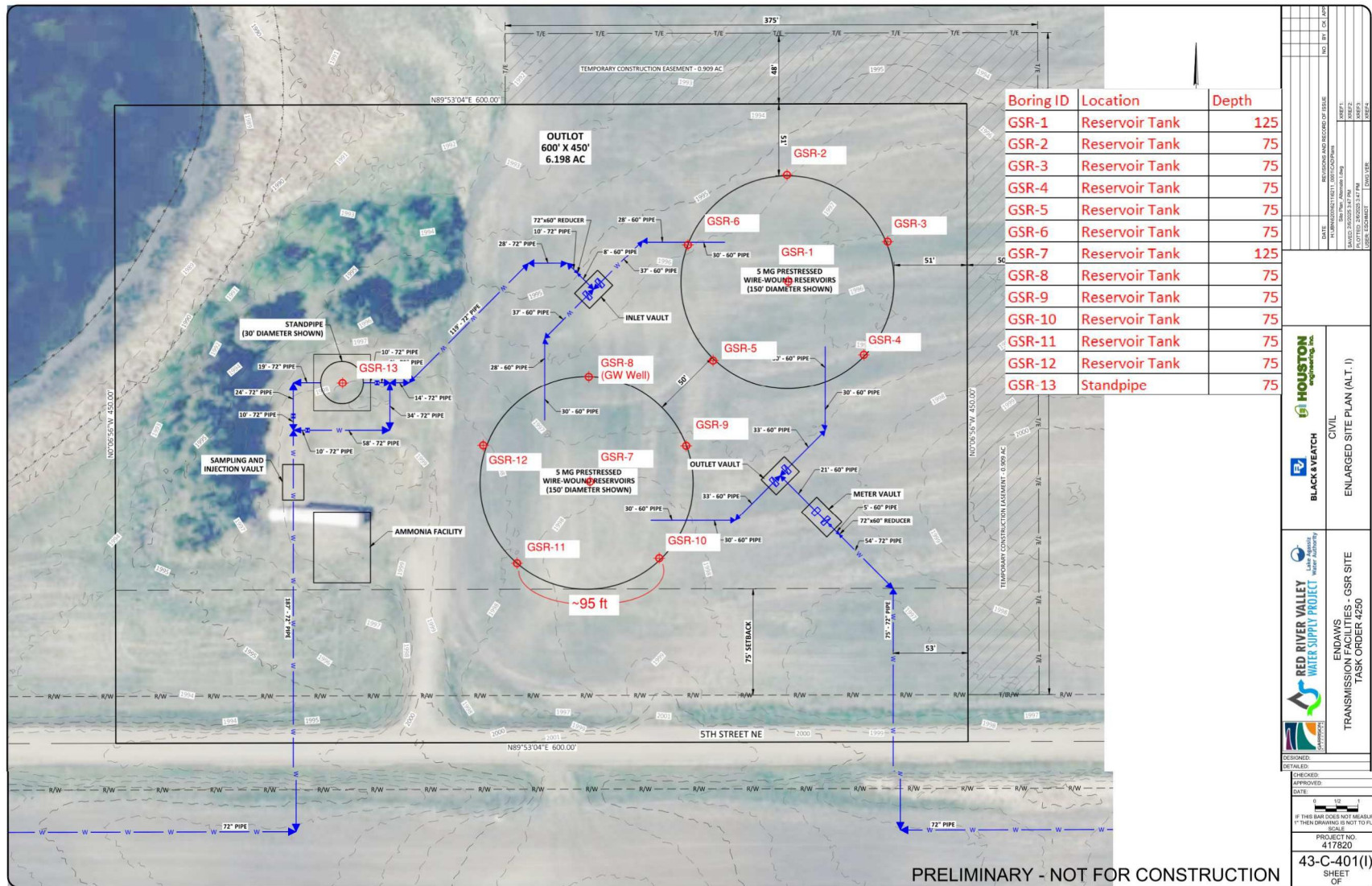


Figure 3 Ground Storage Reservoir Boring Locations





Black & Veatch Corporation

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

ENDAWS Task Order 3220 – Facilities Supplemental Geotechnical Investigation

Effective Date – April 1, 2025

Content of this Task Order is as follows:

I. PROJECT BACKGROUND	1
II. TASK ORDER OBJECTIVES	2
III. GENERAL REQUIREMENTS.....	3
IV. BASIC SERVICES	3
V. SPECIAL SERVICES.....	5
VI. DELIVERABLES	6
VII. ADDITIONAL SERVICES	6
VIII. SPECIAL RESPONSIBILITIES OF OWNER	6
IX. FEE	6
X. PERFORMANCE SCHEDULE.....	6
XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS.....	6
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I. PROJECT BACKGROUND

1. The Red River Valley Water Supply Project (RRVWSP, the Project) will provide a supplemental water supply to eastern and central North Dakota (ND) in the event of drought conditions in the Red River watershed. The Project as envisioned by the Garrison Diversion Conservancy District (Garrison Diversion, the Owner) will withdraw water from the McClusky Canal and convey it to a new biota water treatment plant (BWTP). A 125-mile multi-county pipeline will convey flows east from the Biota WTP to the Sheyenne River for flow augmentation. Along the pipeline route a Ground Storage Reservoir (GSR) will be constructed along 5th Street NE east of Goodrich to maintain pressure on the transmission main and then allow gravity flow from that point on to the Sheyenne River.
2. Professional services for the Project's final design will be accomplished through the execution of multiple task orders for design and associated activities as well as for engineering services during construction. A Preliminary Design Report (PDR) and an appraisal level design report for the Eastern North Dakota Alternate Water Supply project (ENDAWS) each prepared by Engineer and authorized by Owner under previously executed Task Orders is the foundation on which design of Project elements will be based.

3. Planning and engineering work to support future construction of the RRVWSP date back to 2008 with initial geotechnical investigations being undertaken by Engineer in 2008 through a consultant agreement with Zeltinger Geotechnical Engineering, PC having since sold its interests to Materials Testing Services, LLC of Minot, North Dakota.
4. In addition to linear pipeline construction, several other facilities and structures are required as critical components of the Project. Currently, the preliminary design around the McClusky Intake and Pumping Station (MCIPS), the Biota Water Treatment Plant (BWTP) and Main Pumping Station (MMPS) facilities, and Ground Storage Reservoirs (GSR) is ongoing. A geotechnical investigation was performed to support the preliminary design efforts under way for the MCIPS, BWTP, and MMCP facilities. That work was authorized under ENDAWS Task Order 3210.
5. Following that initial investigation, the location of the BWTP facilities has been modified and additional facilities that require geotechnical information have been identified. This Task Order 3220 will supplement the geotechnical information already developed for use in the final design development of the project. Final locations for borings will be identified following execution of this Task Order.

II. TASK ORDER OBJECTIVES

1. The purpose of this Task Order is to authorize Engineer to perform a supplemental geotechnical investigation and completion of a geotechnical data report as a new task order. These supplemental borings and tests are necessary to characterize additional subsurface soil conditions not covered by work authorized under ENDAWS Task Order 3210. Relevant existing soils data from the Task Order 3210 authorization will be used to in conjunction with the data obtained under this task order to support final design activities. Supplemental geotechnical investigations under this Task Order will be completed for the following:
 - A. Additional geotechnical data at the BWTP for the new intake tunnel, MCIPS, BWTP facility, and backwash pond. Preliminary layout developed under preliminary design drawing is included in Attachment A Figure 1 showing previous borings and proposed locations for borings under this task order. Geotechnical data for onsite and offsite access road construction as shown in Attachment A Figure 2.
 - B. Geotechnical data at the GSR site (final site to be selected prior to execution of the borings) along the pipeline. The tank arrangement is currently still under development. However, it has been determined that the geotechnical data required will remain the same for either arrangement. Preliminary layout developed under preliminary design drawing is included in Attachment A Figure 3. A final site location and arrangement will be identified prior to performing the field work.
2. The information gathered from these geotechnical investigations shall be presented and summarized in a Geotechnical Data Report (GDR). The information in the GDR will be used by Engineer in development of GDRs and Geotechnical Baseline Reports (GBR) tailored to specific project bid packages. GDRs and GBRs will be included in project Contract Documents.

Geotechnical Design Memorandum will also be developed based on the geotechnical data collected and provided to the design team.

III. GENERAL REQUIREMENTS

1. Under this Task Order, Engineer will provide services in accordance with the Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008 (Agreement).
2. General Description of Activities. The Basic Services to be performed by Engineer consist of professional services associated with development of Geotechnical Reports, a GDR and a GBR.
3. Work outside Basic and Special Services. Engineer agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this Task Order or a new separate Task Order.
4. Document Production Standards and Procedures. Engineer will prepare Geotechnical Reports, GDRs, and GBR using Engineer's standard report formatting, drawing production standards, and AutoCAD drafting standards.
5. Explicit Responsibilities. Basic Services and Special Services explicitly set forth the services Engineer will perform and do not implicitly put any additional responsibilities or duties upon the Engineer. Deliverables to be provided are explicitly identified in the Deliverables paragraph of this Task Order.
6. Explicitly Identified Quantities. Engineer in development of this Task Order estimates the level of effort required to provide the services discussed. Where specific information is listed as to the quantity of service to be provided, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order scope of services and associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.

IV. BASIC SERVICES

Task 2 efforts of Basic Services described below will be completed by Engineer's consultant Advanced Engineering and Environmental Services, Inc. (AE2S); Task 3 will be completed by Engineer's geotechnical consultant Materials Testing Services, LLC (MTS) and Engineer, and Task 4 by Engineer and MTS.

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

- Task 1 – Project Management
- Task 2 – Land Services
- Task 3 – Geotechnical Services
- Task 4 – Report Services

1. Task 1 – Project Management

This task includes overall management and development of a Project Management Plan specific to the Work. The overall objective of this task is to keep the Task Order on schedule and within budget.

- A. Project Management. Engineer will provide management services necessary for execution of the Task Order, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, Owner coordination, Consultant coordination and other standard and customary activities required for timely completion of the Work.
- B. Administration. Perform general administrative duties associated with the Task Order, including general correspondence, day-to-day contact and coordination, administration, and monthly invoicing in a form that is acceptable to the Owner.
- C. Management of Consultants. Engineer will monitor subcontractor progress, review and approve invoices, oversee adherence to the approved quality assurance/quality control (QA/QC) plan, monitor adherence to document preparation standards, and oversee the Consultants' performance.
- D. Hold a Task Order Initiation Meeting. Engineer will conduct a Task Order Initiation Conference Call with the Owner and Consultants to coordinate the activities associated with the geotechnical investigation and reporting.

2. Task 2 – Land Services

- A. Prepare GIS figures to identify boring locations for the BWTP, offsite roadway borings for the BWTP and the final GRS site. Owner will use the GIS figure to notify property owner(s) where supplemental geotechnical borings are proposed. Record dates of surveying and drilling operations on the property.
- B. Locate and stake borings for the geotechnical field program in the field using the coordinates shown in Table 1 of the Consultant Task Order with MTS (Attachment B). Provide horizontal and vertical control for each boring.
- C. Following drilling operation, survey actual location for all borings that deviated from those shown in the boring location table. Perform site clean up to pull boring location stakes.

3. Task 3 – Geotechnical Services

- A. Provide geotechnical engineering services, including exploratory work and laboratory and field testing, based on preliminary drawings and designs, and including professional interpretations of exploratory and test data.
- B. Soil borings and associated testing to be completed under this Task Order are as follows:

- i. 50 borings ranging from 5 to 125 feet deep as outlined in detail in the Table 1 of the Consultant Task Order with MTS
 - ii. 1 piezometer
 - iii. Testing as outlined in detail in Table 2 of the Consultant Task Order with MTS
 - C. MTS will complete exploratory work, field testing, and laboratory testing services as defined in Attachment B to this Task Order. Field services include planned geotechnical exploratory work, such as soil borings, standard penetration tests, soundings, laboratory tests of soils and rock samples. The field work will provide information for detailed design, and other field and laboratory tests and analyses that are required to provide design information.
4. Task 4 – Report Services
- A. MTS developed Geotechnical Data Reports. Engineer's consultant MTS will prepare separate boring and testing reports for the Project elements noted and will include the information in two Geotechnical Data Reports (GDRs). Geotechnical boring and testing reports for the BWTP site and the GSR sites will be separate reports. Draft reports will be furnished for review and comment. Upon disposition of Owner and Engineer comments to the draft report, final reports will be furnished for use. These reports will be provided for information only to bidders associated with the BWTP and GSR construction.
 - B. Engineer developed Geotechnical Data Reports and Geotechnical Baseline Reports. Engineer will develop GDRs and GBRs for both the Intake Tunnel and MCIPS. The GDRs and GBRs will incorporate information from both the geotechnical data obtained under ENDAWS Task Order 3210 authorization and the supplemental borings obtained under this task order. Draft reports will be furnished for review and comment. Upon disposition of Owner comments concerning the draft reports, final reports will be furnished. The GDRs and GBRs will be Contract Documents for the ENDAWS Intake Tunnel and MCIPS facilities.
 - C. Geotechnical Design Memorandum. Engineer will develop a memorandum for internal use by Engineer and its consultants that contains design requirements and geotechnical recommendations for design of the BWTP and the GSR. The memorandum will incorporate information from both the geotechnical data obtained under ENDAWS Task Order 3210 authorization and the supplemental borings obtained under this task order for the BWTP site. The geotechnical design memorandum will not be made available to bidders.

V. SPECIAL SERVICES

Not used this Task Order.

VI. DELIVERABLES

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

1. Task 1 – Project Management
 - A. Baseline Schedule (electronic pdf files)
 - B. Meeting agenda (included with MS Outlook meeting invitations) and minutes (electronic pdf files) for Task Order Initiation Meeting
2. Task 2 – Land Services
 - A. Boring GIS figures
3. Task 4 – Report Services
 - A. Draft Geotechnical boring and testing reports, GDRs, and GBRs (electronic pdf files)
 - B. Final Geotechnical boring and testing reports, GDRs, and GBRs (single hard copies for each and electronic pdf files)

VII. ADDITIONAL SERVICES

Not used this Task Order.

VIII. SPECIAL RESPONSIBILITIES OF OWNER

1. Draft Deliverable Review Requirements. Owner commits to review periods for Draft deliverables of no more than 30 calendar days after receipt of deliverables from Engineer. A review meeting will be scheduled and conducted by Engineer no more than 14 calendar days after receipt of Owner review comments, unless another mutually agreed upon date is selected.

IX. FEE

The total fee for Basic Services provided under this Task Order is Eight Hundred Forty-Six Thousand Dollars (\$846,000). A worksheet showing the fee estimate and level of effort by task is included in Attachment C.

X. PERFORMANCE SCHEDULE

Basic and Special Services of this Task Order will be completed by March 31, 2026.

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

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

3. Attachment B – Geotechnical Boring and Testing Summary Tables
4. Attachment C – Fee Estimate Worksheets

XII. ACCEPTANCE

If this satisfactorily sets forth your understanding of this Consultant Task Order, please electronically sign this document. An electronic copy of the fully executed document will be provided upon execution by all parties.

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

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

Dated: _____

Dated: _____

ATTACHMENT A

Preliminary Drawings

DRAFT

Figure 1 BWTP Boring Locations

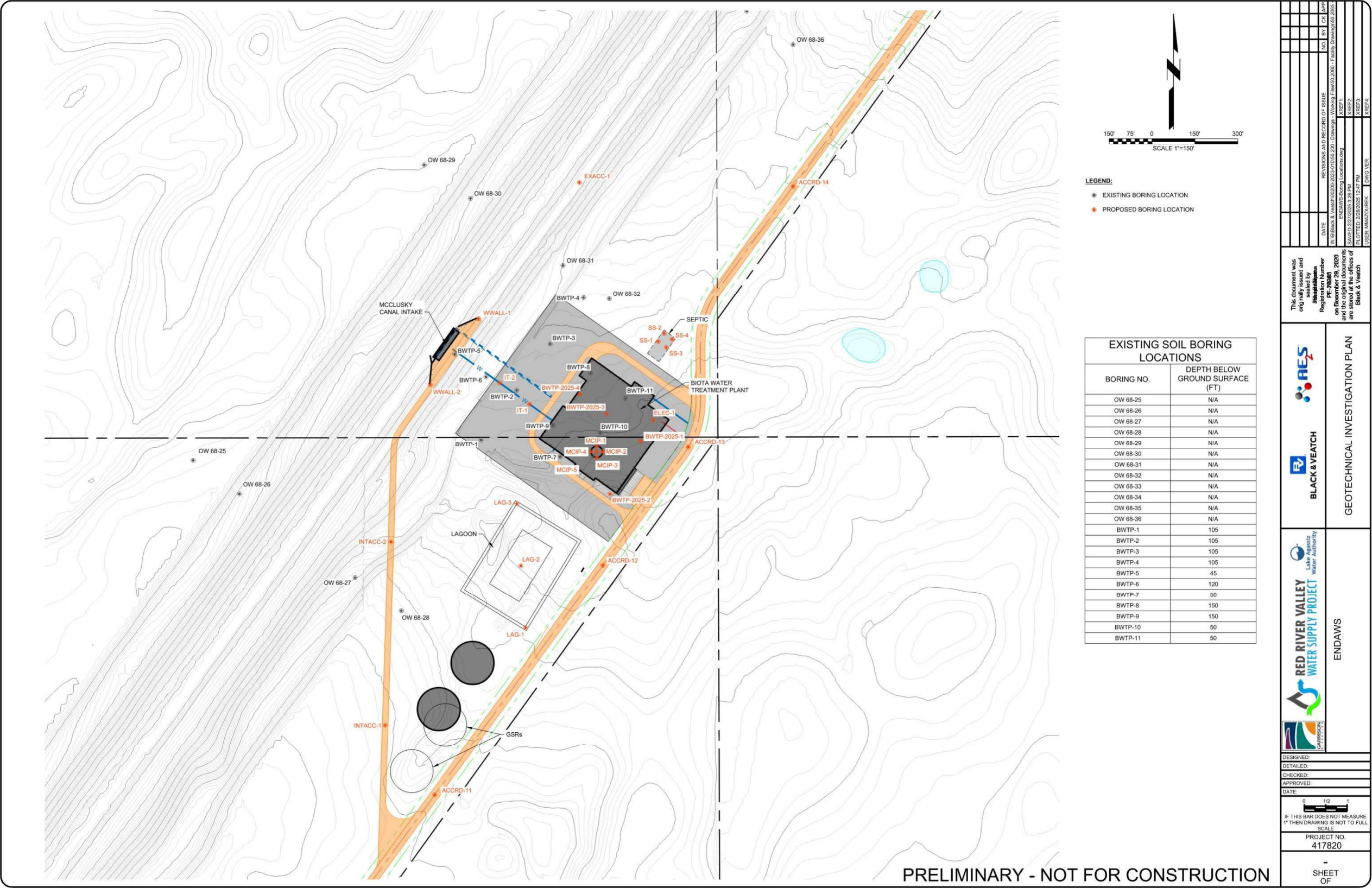


Figure 2 BWTP Access Road Boring Locations

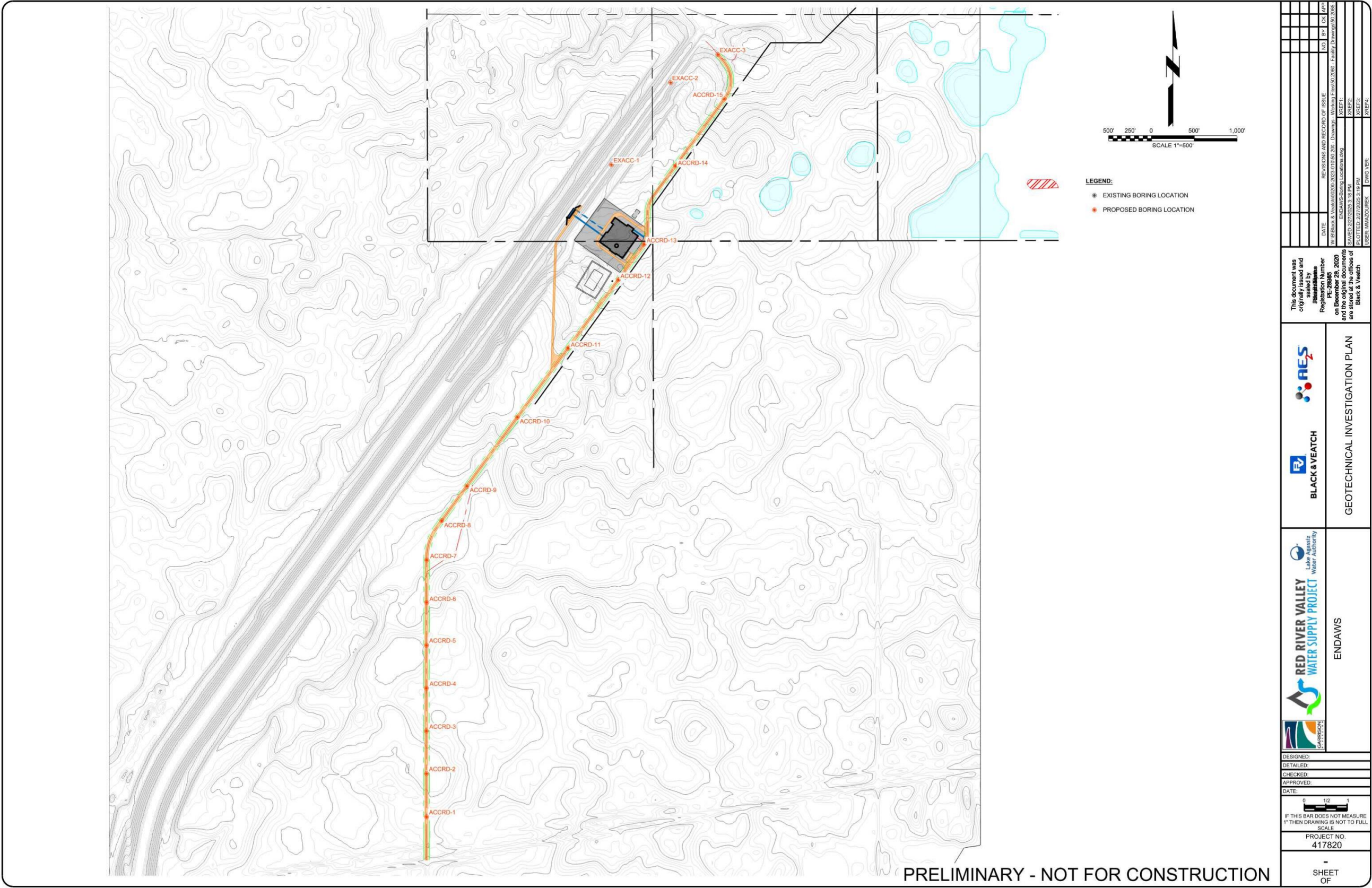
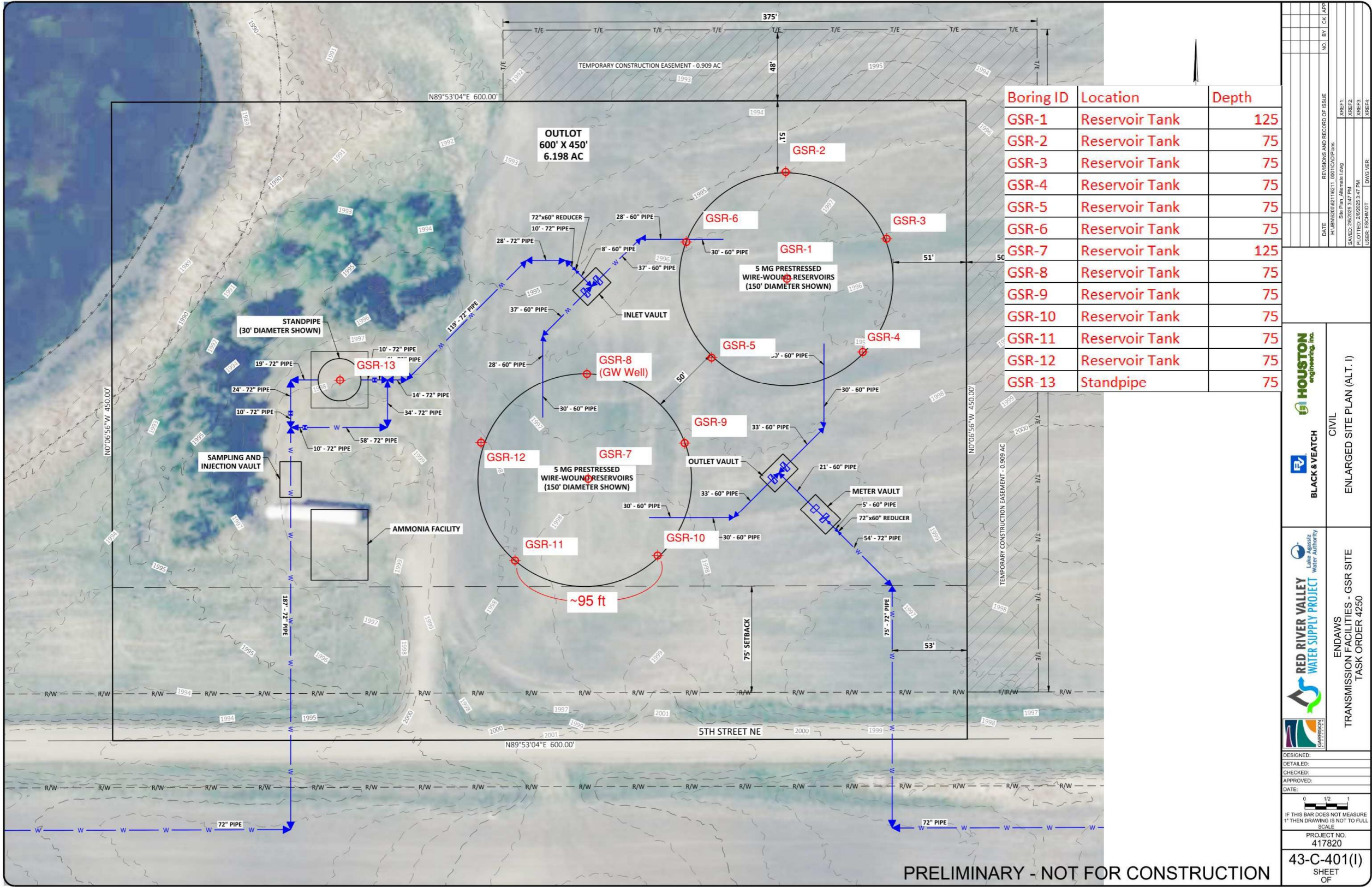


Figure 3 GSR Boring Locations



ATTACHMENT B

Geotechnical Boring and Testing Summary Tables

Table 1 - Soil Borings

Boring Number	Northing (Y)	Easting (X)	Depth Below Ground Surface (ft)	Observation Well/Hydraulic Permeability Testing
BWTP Site				
ACCRD-1	176263.2404	1973211.966	10	No
ACCRD-2	176763.2392	1973210.842	10	No
ACCRD-3	177263.2379	1973209.719	10	No
ACCRD-4	177763.2363	1973209.243	10	No
ACCRD-5	178263.2339	1973210.820	10	No
ACCRD-6	178763.2314	1973212.397	10	No
ACCRD-7	179263.2289	1973213.974	10	No
ACCRD-8	179723.0044	1973388.625	10	No
ACCRD-9	180126.4863	1973683.892	10	No
ACCRD-10	180933.4500	1974274.4250	10	No
ACCRD-11	181740.4363	1974864.975	10	No
ACCRD-12	182545.1828	1975453.887	10	No
ACCRD-13	182958.5365	1975753.303	10	No
ACCRD-14	183872.6682	1976120.595	10	No
ACCRD-15	184658.7882	1976693.119	10	No
BWTP-2025-1	182981.0128	1975585.524	100	No
BWTP-2025-2	182794.4271	1975479.265	75	No
BWTP-2025-3	183076.6663	1975466.359	125	No
BWTP-2025-4	183145.3232	1975372.594	75	No
ELEC-1	183054.7398	1975630.285	50	No
EXACC-1	183885.9860	1975372.055	10	No
EXACC-2	184850.9328	1976064.710	10	No
EXACC-3	185180.3996	1976616.103	10	No
INTACC-1	181984.5558	1974691.348	50	No
INTACC-2	182627.1765	1974711.625	50	No
IT-1	183110.0962	1975196.930	80	No
IT-2	183184.1455	1975093.173	70	No
LAG-1	182325.3404	1975183.263	30	No
LAG-2	182543.5966	1975166.809	30	No
LAG-3	182760.8553	1975152.414	30	No
MCIP-1	182961.8671	1975432.653	80	No
MCIP-2	182941.8671	1975452.653	80	No
MCIP-3	182921.8671	1975432.653	80	No

Boring Number	Northing (Y)	Easting (X)	Depth Below Ground Surface (ft)	Observation Well/Hydraulic Permeability Testing
MCIP-4	182941.8671	1975412.653	80	No
MCIP-5	182941.8671	1975432.653	150	Yes
SS-1	183328.7297	1975648.125	8	No ⁽¹⁾
SS-2	183357.1034	1975668.617	8	No ⁽¹⁾
SS-3	183308.2375	1975676.499	8	No ⁽¹⁾
SS-4	183336.6112	1975696.991	8	No ⁽¹⁾
WWALL-1	183408.8727	1975018.725	100	No
WWALL-2	183177.6285	1974849.478	25	No
GSR Site				
GSR-1	Reservoir Tank		125	No
GSR-2	Reservoir Tank		75	No
GSR-3	Reservoir Tank		75	No
GSR-4	Reservoir Tank		75	No
GSR-5	Reservoir Tank		75	No
GSR-6	Reservoir Tank		75	No
GSR-7	Reservoir Tank		125	No
GSR-8	Reservoir Tank		75	Yes
GSR-9	Reservoir Tank		75	No
GSR-10	Reservoir Tank		75	No
GSR-11	Reservoir Tank		75	No
GSR-12	Reservoir Tank		75	No
GSR-13	Standpipe		75	No

Notes:

1. Perform percolation tests per Section IV.3.K.

Table 2 – Required Soil Sample Analysis

Laboratory Test	ASTM	Estimated Number of Tests
ENDAWS BWTP Site		
Moisture Content	ASTM D2216	195
Grain Size Distribution	ASTM D6913	120
Hydrometer	ASTM D7928	30
Atterberg Limits	ASTM D4318	115
Organic Content	ASTM D2974	20
Dry Density and Moisture Content	ASTM D7263	10
Laboratory Compaction Characteristics of Soil	ASTM D698	15
California Bearing Ratio	ASTM D1883	5
1D consolidation	ASTM D2435	10
Swell Test	ASTM D4546	25
CU Triaxial	ASTM D4767	10
UU Triaxial	ASTM D2850	10
ENDAWS GSR Site		
Moisture Content	ASTM D2216	100
Grain Size Distribution	ASTM D6913	65
Hydrometer	ASTM D7928	10
Atterberg Limits	ASTM D4318	65
Organic Content	ASTM D2974	15
1D consolidation	ASTM D2435	20
UCS	ASTM D2166	15
UU Triaxial	ASTM D2850	15

ATTACHMENT C

Fee Estimate Worksheets



Client: Garrison Diversion Conservancy District
Project Name: ENDAWS Task Order 3220 – Facilities Supplemental Geotechnical Investigation
BV PN XXXXXX
Black & Veatch Cost Buildup

Task	Lead Firm	Position	PMS	PM	PM	EM	TE	DES	DE1	DE2	DE3	SE1	SE2	EM2	BIM1	PJC2	PA1	PA2	ADM 1	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail	Sub	Expense Detail	Sub	Expense Detail	Total	TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Principal	Project Manager Senior	Project Manager 1	Engineering Manager	Technical Expert	Design Engineer Senior	Design Engineer 1	Design Engineer 2	Design Engineer 3	Staff Engineer 1	Staff Engineer 2	Elec/Mech Engineer 2	BIM-3D Technician 1	Project Controls Analyst 2	Project Accountant 1	Project Accountant 2	Administrator 1	BV Level of Effort (hrs)	BV Labor Fee	HOBACCA	Misc	Travel Expense	AE2S	Markup	MTS	Markup	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Fee	Direct Expense Fee	Total Fee
1.		Task Order Management and Administration	4	16	42	0	0	2	0	0	0	2	0	0	0	10	26	10	10	122	\$26,858	\$1,118	\$0	\$0	\$6,580	\$329	\$0	\$0	\$8,027	122	\$26,858	\$8,027	\$34,885
A.	BV	Project Management	4	8	20															32	\$9,788	\$293			\$3,984	\$199		\$0	\$4,476	32	\$9,788	\$4,476	\$14,264
B.	BV	Administration		2	8											10	26	10	10	66	\$10,112	\$605			\$0	\$0		\$0	\$605	66	\$10,112	\$605	\$10,717
C.	BV	Management of Consultants		4	12															16	\$4,868	\$147			\$0	\$0		\$0	\$147	16	\$4,868	\$147	\$5,015
D.	BV	Task Order Initiation Meeting		2	2			2				2								8	\$2,090	\$73			\$2,596	\$130		\$0	\$2,799	8	\$2,090	\$2,799	\$4,889
2.		Land Services	0	0	1	4	0	8	0	0	0	6	0	0	0	0	0	0	0	19	\$4,515	\$173	\$0	\$0	\$24,252	\$1,212	\$0	\$0	\$25,637	19	\$4,515	\$25,637	\$30,152
A.	AE2S	Preparation of GIS Parcel Exhibits			1	1														2	\$572	\$18			\$4,164	\$208		\$0	\$4,390	2	\$572	\$4,390	\$4,962
B.	AE2S	Locate Borings				2		8				4								14	\$3,362	\$128			\$11,720	\$586		\$0	\$12,434	14	\$3,362	\$12,434	\$15,796
C.	AE2S	Post-Drilling Survey of Borings				1						2								3	\$581	\$27			\$8,368	\$418		\$0	\$8,813	3	\$581	\$8,813	\$9,394
3.		Geotechnical Services	0	0	2	8	0	50	0	0	0	200	0	0	0	0	0	0	0	260	\$47,520	\$2,382	\$0	\$12,600	\$0	\$0	\$417,500	\$20,875	\$453,357	260	\$47,520	\$453,357	\$500,877
A.	BV/MTS	Field Services and Laboratory Analyses			2	8		50				200								260	\$47,520	\$2,382		\$12,600	\$0	\$0	\$417,500	\$20,875	\$453,357	260	\$47,520	\$453,357	\$500,877
4.		Report Services	12	10	16	32	96	212	576	0	0	440	0	0	0	0	0	0	0	1,394	\$307,120	\$12,769	\$197	\$0	\$0	\$0	\$0	\$0	\$12,966	1,394	\$307,120	\$12,966	\$320,086
A.	BV	Draft Reports																		0	\$0	\$0			\$0	\$0		\$0	\$0	0	\$0	\$0	\$0
i.		BWTP Geotechnical Reports (2 GBRs, 2GDRs)	4	2	2	8	64	128	248	0	0	280								736	\$159,198	\$6,742			\$0	\$0		\$0	\$6,742	736	\$159,198	\$6,742	\$165,940
ii.		GSR Geotechnical Report	4	2	2	8	0	8	40	0	0	0								64	\$15,934	\$586			\$0	\$0		\$0	\$586	64	\$15,934	\$586	\$16,520
B.	BV	Final Reports																		0	\$0	\$0			\$0	\$0		\$0	\$0	0	\$0	\$0	\$0
i.		BWTP Geotechnical Reports (2 GBRs, 2GDRs)		1	2	2	32	56	136	0	0	160								389	\$82,354	\$3,563			\$0	\$0		\$0	\$3,563	389	\$82,354	\$3,563	\$85,917
ii.		GSR Geotechnical Report		1	2	2	0	8	32	0	0	0								45	\$10,922	\$412			\$0	\$0		\$0	\$412	45	\$10,922	\$412	\$11,334
C.	BV	Geotechnical Design Memorandums for BWTP and GSRs	4	4	8	12	0	12	120	0	0	0								160	\$38,712	\$1,466	\$197		\$0	\$0		\$0	\$1,663	160	\$38,712	\$1,663	\$40,375
																				0	\$0	\$0			\$0	\$0		\$0	\$0	0	\$0	\$0	\$0
		Totals For Basic and Special Services	16	26	61	44	96	272	576	0	0	648	0	0	0	10	26	10	10	1,795	\$386,013	\$16,442	\$197	\$12,600	\$30,832	\$1,541	\$417,500	\$20,875	\$499,987	1,795	\$386,013	\$499,987	\$886,000



Client: Garrison Diversion Conservancy District
Project Name: ENDAWS Task Order 3220 – Facilities Supplemental Geotechnical Investigation
BV PN 415054
AE2S Cost Buildup

	Position	PM6	PM5	PMIII	LSIV	LS2	GISV	COMIII	ADM III	Labor Detail	Labor Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
Task	Task Description	Principal	Project Manager	Surveyor Manager	Land Surveyor	Land Surveyor	GIS	Communications	Admin.	AE2S Level of Effort (hrs)	Labor Cost	Survey Equip	Travel Expense	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
1.	Task Order Management and Administration	2	12	12	0	0	0	0	0	26	\$6,580	\$0	\$0	\$0	26	\$6,580	\$0	\$6,580
A.	Project Management		8	8						16	\$3,984			\$0	16	\$3,984	\$0	\$3,984
B.	Administration									0	\$0			\$0	0	\$0	\$0	\$0
C.	Management of Consultants									0	\$0			\$0	0	\$0	\$0	\$0
D.	Task Order Initiation Meeting	2	4	4						10	\$2,596			\$0	10	\$2,596	\$0	\$2,596
2.	Land Services	0	0	4	48	32	16	0	0	100	\$17,652	\$3,600	\$3,000	\$6,600	100	\$17,652	\$6,600	\$24,252
A.	Preparation of GIS Parcel Exhibits			4			16			20	\$4,164			\$0	20	\$4,164	\$0	\$4,164
B.	Locate Borings				24	24				48	\$7,920	\$1,800	\$2,000	\$3,800	48	\$7,920	\$3,800	\$11,720
C.	Post-Drilling Survey of Borings				24	8				32	\$5,568	\$1,800	\$1,000	\$2,800	32	\$5,568	\$2,800	\$8,368
3.	Geotechnical Services	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
A.	Field Services and Laboratory Analyses									0	\$0			\$0	0	\$0	\$0	\$0
4.	Report Services	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
A.	Draft Reports									0	\$0			\$0	0	\$0	\$0	\$0
i.	BWTP Geotechnical Reports (2 GBRs, 2GDRs)									0	\$0			\$0	0	\$0	\$0	\$0
ii.	GSR Geotechnical Report									0	\$0			\$0	0	\$0	\$0	\$0
B.	Final Reports									0	\$0			\$0	0	\$0	\$0	\$0
i.	BWTP Geotechnical Reports (2 GBRs, 2GDRs)									0	\$0			\$0	0	\$0	\$0	\$0
ii.	GSR Geotechnical Report									0	\$0			\$0	0	\$0	\$0	\$0
C.	Geotechnical Design Memorandums for BWTP and GSRs									0	\$0			\$0	0	\$0	\$0	\$0
Totals For Basic and Special Services		2	12	16	48	32	16	0	0	126	\$24,232	\$3,600	\$3,000	\$6,600	126	\$24,232	\$6,600	\$30,832

**ENDAWS Task Order 5315 – Eastern North Dakota Alternate Water Supply
Transmission Pipeline Contract 1
Partial Final Design Services**

Task Order Effective Date: May 1, 2025

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a partial final design services task order in the amount of \$1,950,000 for the design of the Eastern North Dakota Alternate Water Supply (ENDAWS) Transmission Pipeline (ETP) Contract 1 project.

The Task Order advances the ETP Contract 1 preliminary design to a 90-percent complete final design for the 11-mile portion of the ENDAWS segment along with four trenchless crossing of wetland easements. Services will begin in May of 2025 with a 90-percent submittal package delivered mid-2026. These professional services are provided on an hourly basis, and the fee is an estimate based on the scope and nature of the work.

TASK ORDER SUMMARY

Basic Services: The services provided by the engineering team (Black & Veatch, AE2S, Materials Testing Services, and Ulteig) are fully described in the attached Task Order. The following table summarizes the fee for each of the major tasks and provides the fee as an estimated percentage of construction for the estimated \$84 million project.

	Fee	% of Const
Task Order Management and Administration	\$215,087	
Special Project and Third-Party Meetings	\$82,338	
Landowner and Easement Modifications	\$48,570	
Field Services	\$489,163	
Final Design Services	\$1,114,842	
Totals	\$1,950,000	2.4%

Special Services: There are no unique or specialized services required under this Task Order.

PROJECT OVERVIEW

The adjacent map shows the limits of the ETP Contract 1 project and is included in the background information of the attached Task Order. Elements of this final design Task Order are:

- Supplemental surveying services to complete the design,
- Coordination with counties, townships, and the ND DOT,
- Soil borings and a completion of geotechnical reports,
- Final design of the open cut portions of pipeline and final design of four trenchless crossings under USFWS easements, and
- Coordination with the U.S. Department of the Interior, Bureau of Reclamation.

PROJECT SCHEDULE

The duration of this Task Order is 15 months from the effective date of the Task Order finishing in mid-2026.

**ENDAWS Task Order 5315 – Eastern North Dakota Alternate Water Supply
Transmission Pipeline Contract 1
Partial Final Design Services**

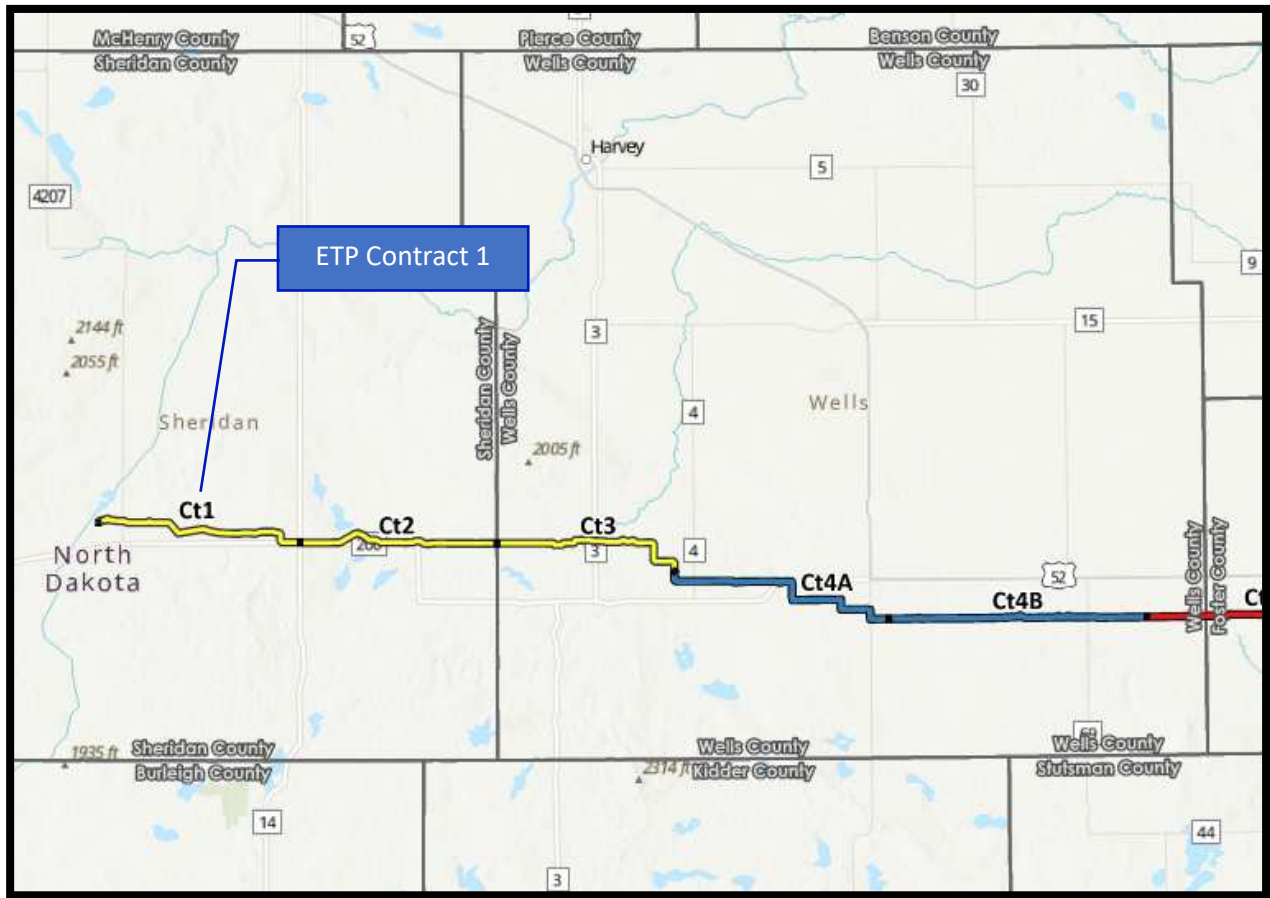
Task Order Effective Date: May 1, 2025

TASK ORDER EXECUTIVE SUMMARY

PROJECT LOCATION

The Project is in Sheridan County as shown in Figure 1 below.

Figure 1 – ENDAWS Transmission Pipeline Contract 1 Location Map





Black & Veatch Corporation

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

RRVWSP Task Order 5315 – Eastern North Dakota Alternate Water Supply Transmission Pipeline Contract 1 Partial Final Design Services

Effective Date – May 1, 2025

Content of this Task Order is as follows:

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II. TASK ORDER OBJECTIVES.....	2
III. GENERAL REQUIREMENTS	3
IV. BASIC SERVICES.....	4
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VI. DELIVERABLES.....	13
VII. ADDITIONAL SERVICES.....	14
VIII. SPECIAL RESPONSIBILITIES OF OWNER.....	15
IX. FEE.....	15
X. PERFORMANCE SCHEDULE	15
XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS	16
XII. ACCEPTANCE.....	16

I. PROJECT BACKGROUND

1. The Red River Valley Water Supply Project (RRVWSP, the Project) will provide a supplemental water supply to eastern and central North Dakota (ND) in the event of drought conditions in the Red River watershed. The Project as envisioned by the Garrison Diversion Conservancy District (Garrison Diversion, the Owner) will also supply additional water to support industrial development as well as provide an environmental benefit to local rivers during drought conditions by augmenting natural stream flows. The source water will be withdrawn from the Missouri River and conveyed to a new biota water treatment plant (WTP). A multi-county pipeline will then convey flows from the biota WTP east to the Sheyenne River. Lake Ashtabula located downstream will provide storage allowing for controlled releases to the Red River Valley when flow augmentation is needed.
2. Professional services for final design of the Project will be accomplished through the execution of multiple task orders for design and associated activities as well as for engineering services during construction. Engineer has prepared a Preliminary Design Report (PDR) for the RRVWSP and appraisal-level designs for the Eastern North Dakota Alternate Water Supply (ENDAWS)

project as authorized by Owner under previously executed Task Orders. These documents are the foundation on which Project design elements will be based.

3. This Task Order is for final design of an approximate 11-mile pipeline segment called ETP Contract 1. The outcome of this Task Order will be 90-percent complete plans and specifications. The Project will be shelved at that stage until funding is secured. A design wrap-up and bidding assistance task order or amendment will be necessary to complete the design and publicly advertise for bids.
4. The award of a construction contract to a Contractor to build the Engineer-designed pipeline will depend on future Project funding. If funding is not available to build the entire ETP Contract 1 transmission main, it may be bid in separate smaller packages. Trenchless crossings will be included within the CDs, including the open-cut portions of the Project.

II. TASK ORDER OBJECTIVES

1. The objective of this task order is to have a segment of the pipeline progressed to a 90-percent design submittal by July 2026. The alignment and limits of the pipeline being designed under this Task Order are shown in **Attachment A**. ETP Contract 1 starts at the Biota Water Treatment Plant adjacent to the McClusky Canal in Sheridan County and progresses east approximately 58,000 feet to connect to ETP Contract 2 east of Highway 14. In addition to the 11 miles of new pipeline, there are four trenchless crossings of U.S. Fish and Wildlife Service (USFWS) easements and a potential trenchless crossing of Highway 14.
2. Routing of the pipeline from the Missouri River and the McClusky Canal to the Sheyenne River was developed during preliminary design and the ENDAWS appraisal-level design. The final design of ETP Contract 1 will follow this route, but some adjustments to the route are anticipated as part of the final design process. Preliminary design of this pipeline segment was done under Task Order 5280 completed in 2024.
3. Preparation of easement agreements and associated exhibits along with easement negotiations and acquisition are included in Task Order 7420. Easement acquisition is ongoing and will continue through the final design phase.
4. Geotechnical field work to supplement the original 2009 geotechnical investigation is included in this task order. These new borings will provide subsurface data where the pipeline alignment deviated from the 2009 alignment due to wetland avoidance, landowner requests, and other reasons.
5. This Task Order includes the scope of the remaining geotechnical investigations that are required to support final design. Where possible, the 2009 soil borings will be incorporated in the geotechnical analysis as they are sufficiently close to the current pipeline alignment. Geotechnical reports will be prepared under this Task Order including incorporation of 2009 geotechnical work where still applicable plus the supplemental work completed under this task order. These reports will include a Geotechnical Report for the open-cut pipeline and a Geotechnical Data Report (GDR) and a Geotechnical Baseline Report (GBR) for the trenchless

crossing being designed hereunder. The GDR and GBR will be Contract Documents (CDs). The GDR will include information gathered during the project investigation and will be prepared to summarize the subsurface information collected under this Task Order. The GBR establishes a single-source document where contractual statements describing the geotechnical conditions anticipated to be encountered during construction can be found. The GBR will be prepared in this Task Order during the design document preparation since it depends on the design being significantly advanced.

6. A preliminary sheet list identifying the drawings to be produced under this task order is included as **Attachment B**.
7. A preliminary specification list, including front-end or Division 0 specifications, identifying specifications to be produced under this task order is included as **Attachment C**. ETP Contract 1 funding will include procurement and technical requirements that are different than the State RRVWSP program requirements. Potential additional requirements are fund agency supplemental provisions, Buy American Build American (BABA) material requirements, WBE/DBE requirements, Davis Bacon Wage Requirements, and environmental clearances of material supply sources.
8. The pipeline will be 84-inch diameter steel pipeline for the initial approximately 3 miles and the remainder will be 72-inch diameter steel pipeline primarily installed with cut-and-cover methods.

III. GENERAL REQUIREMENTS

1. Under this Task Order, Engineer will provide services in accordance with the Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008 (Agreement).
2. General Description of Activities. The Basic Services to be performed by Engineer consist of professional design services associated with development of CDs for installation of a multi-county water supply pipeline in east central ND.
3. Construction Procurement. CDs developed by Engineer will be of sufficient detail for the Owner to obtain bids through a conventional bidding process (design-bid-build). CDs will be prepared assuming one construction package ETP Contract 1.
4. Work outside Basic and Special Services. Engineer agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this Task Order or a new separate Task Order.
5. Explicitly Identified Quantities. Engineer in development of this Task Order estimates the level of effort required to provide the services discussed. Where specific information is listed as to the quantity of service to be provided by Engineer, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order scope of service and

associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.

6. **Capital Cost Opinions.** All opinions of probable construction cost developed will follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R regarding methodology and accuracy. The cost opinions' level of accuracy presented by Engineer for the various deliverables will be as noted in subsequent paragraphs of this Task Order.
7. **Document Production Standards and Procedures.** Engineer will prepare CDs using the 50-division, three-part Construction Specifications Institute (CSI) format for technical specifications; Engineer's drawing standards; and Engineer's design procedures and criteria, AutoCAD drafting standards, and standard construction details.

IV. BASIC SERVICES

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

- Task 1 – Task Order Management and Administration
- Task 2 – Special Project and Third-Party Meetings
- Task 3 – Landowner Communication
- Task 4 – Field Services
- Task 5 – Final Design Services

1. Task 1 – Task Order Management and Administration

This task includes overall management and development of a Project Management Plan specific to the Work. The overall objective of this task is to keep the Task Order on schedule and on budget.

- A. **Project Management.** Engineer will provide management services necessary for execution of the Task Order, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, Owner coordination, and other standard and customary activities required for timely completion of the Work.
- B. **Administration.** Perform general administrative duties associated with the Task Order, including general correspondence, day-to-day contact and coordination, administration, and monthly invoicing in a form that is acceptable to the Owner.
- C. **Progress Reports.** Prepare for the Owner progress reports that identify the Work that has been performed, upcoming work activities anticipated, and action items required of the Owner. Identify therein variances or potential variances from the Task Order's Basic and Special Services. The reports will be in the Engineer's standard format unless the Owner requires otherwise.

- D. **Schedule Updates.** Engineer will prepare a baseline Gantt chart schedule at Task Order's inception. The schedule will be updated comparing actual progress by task/subtask to the baseline schedule.
- E. **Management of Subconsultants.** Engineer will monitor subcontractor progress, review and approve invoices, oversee adherence to the approved quality assurance/quality control (QA/QC) plan, monitor adherence to document preparation standards, and oversee subconsultants' performance.

2. **Task 2 – Special Project and Third-Party Meetings**

The overall objective of this task is to keep stakeholders apprised of Task Order status and to provide a forum for stakeholder input. Engineer will prepare an agenda. The following meetings are anticipated:

A. **Special Project Meetings**

- i. **Task Order Initiation Meeting.** Engineer will conduct a virtual Task Order Initiation Meeting with the Owner and subconsultants to review the overall approach for final design and bidding assistance. Another objective of this meeting will be to finalize the approach to securing rights of entry from landowners.
- ii. **Post Field Investigation Alignment Update Meeting.** A virtual meeting will be held with Owner after supplemental field work has been completed and after initial discussions have been undertaken with local officials and landowners. The impact of field findings and/or negotiations with landowners on the pipeline alignment and appurtenance locations will be discussed. The outcome of the meeting will be to identify any required alignment changes to the 30-percent design. An updated set of alignment drawings will be prepared before the meeting and finalized during the workshop.

B. **Third-Party Meetings**

- i. **Stakeholder Meetings.** Engineer will attend and present Project information for meetings with the LAWA Technical Advisory Committee (TAC). One meeting is expected to present the final design.
- ii. **Design Meetings for Utility Coordination.** Engineer will schedule and meet utilities that own parallel easements or easements that the pipeline will cross. Engineer will provide summary notes of meetings. The following utility coordination meetings are anticipated.
 - (a) Up to four meetings with the NDDOT for access approaches from Hwy 200 for the construction traffic.
 - (b) One meeting each will be held with the county commission or designated representative(s) of Sheridan County.

- (c) One meeting for each impacted township with the elected officials if desired by that township.
- (d) One meeting will be held with each of the electric/communications utilities impacted. This scope item assumes there will be three electric/communications crossings.
- (e) One meeting will be held each of the pipeline companies impacted. There are expected to be:
 - (i) Rural Water Providers
 - (ii) One other Utility
- (f) No meetings are anticipated with any railroads.
- iii. Funding Agency Meetings. Engineer will coordinate with Garrison Diversion staff to hold regular meetings with the Bureau of Reclamation (Reclamation). It is assumed that these Reclamation meetings will, when necessary, include other Federal agencies. It is assumed that there will be 10 virtual meetings with Reclamation or other Federal agencies.

3. Task 3 – Landowner Communication and Easement Modifications

- A. Landowner Notifications. This segment of pipeline covers approximately 22 individual easements and 13 individual property owners. Engineer will support Garrison Diversion's communications with individual landowners for the purposes of gaining access for the field investigations by developing GIS graphics and other supporting documentation.
- B. Landowner Coordination. Provide engineering team support to Owner to meet with landowners as required for the purposes of establishing the final pipeline alignment and for establishing fixed locations of appurtenances for incorporation into the CDs developed during the final design phase.

4. Task 4 – Field Services

- A. Soil Borings. Engineer's consultant will complete an additional geotechnical investigation, if necessary, and will include up to approximately 23 soil borings at an average depth of 30 feet. The soil borings, if needed, will support the final design of the open-cut and tunneled portions of ETP Contract 1 due to any alignment changes implemented during final design. In addition, various soil resistivity and corrosivity tests will be completed to support the design. Ground surveys will be completed to locate the boring(s) and to confirm the actual location of drilling so that they can accurately be placed on drawings and documented in the geotechnical reports.
- B. Limited Topographic Surveying. Where necessary to reduce change order risk by more precisely locating utilities crossing or paralleling the proposed pipeline alignment, provide limited field surveys to establish horizontal coordinates and vertical elevations of utilities

and other topographic features impacting pipeline design. For fee development, this task assumes four surveys.

- C. Stray Current Field Investigations. Where necessary to mitigate direct current (DC) stray currents from foreign systems or induced alternating current (AC) voltages at proposed high-voltage power lines crossings, provide field investigations to support detailed modeling of soil and crossing appurtenances. Modeling will be used to simulate induced AC potentials and current densities in support of the final design of the Project's pipeline corrosion protection system. Develop and submit a report documenting the findings and conclusions of the field investigation and simulations. For fee development, this task assumes one stray current analysis will be completed.
- D. Alignment Site Visits for ETP Contract 1. The design engineers will visit the 11-mile alignment before beginning work on the 60-percent deliverable. The purpose of the site visit is to verify and document existing facilities along the alignment, evaluate potential constructability issues, and document potential construction access locations along the alignment. This task will be done current with the Post Field Investigation Alignment Meeting discussed above.
- E. USFWS Permits and/or Licenses. The Engineer will coordinate with the USFWS to obtain the necessary approvals to allow for temporary construction impact to USFWS wetland easements identified in ENDAWS TM302 and subsequent final design activities.
- F. Supplemental EIS Memorandum. The Engineer, through their environmental subconsultant, will provide supplemental EIS memorandum or documentation necessary to support minor pipeline alignment reroutes or as requested by the Reclamation. It is assumed that the Engineer will need to make two field visits and generate four supplemental EIS memoranda.

5. **Task 5 – Final Design Services**

The purpose of final design is to develop CDs by which the Owner will select Contractor to build the desired facilities. Engineer will provide final design services and CDs for the recommended pipeline alignment identified in the EIS, shown in **Attachment A**, and as adjusted with minor adjustments as the work under this task order progresses. The CDs will be prepared for the purposes of obtaining competitive bids, selection of the lowest and best bid, and construction of the Work. Intermediate deliverables will be prepared and submitted to the Owner upon development of the 60-, 90-, and 100-percent design completion stages. Final CDs will be prepared for bidding purposes.

- A. Design Team Conference Calls. Engineer will schedule and lead monthly conference calls with the Owner to review overall progress, exchange ideas and information, and coordinate activities with other task orders. Calls will be scheduled, and content organized, to coincide with other Task Orders for efficient utilization of staff time. Assuming a 12-month schedule (from completion of preliminary design), up to 24 calls will be held with the Owner.

- B. Design Guidance Manual Minor Update. A Design Guidance Manual was previously developed under Task Order 5330 and updated under Task Order 5360. It will be used to guide this design, and it will be updated to capture changes to the design approach made by the Owner and its engineering team during this task order and re-issued, if necessary.
- C. Geotechnical Baseline Report. Engineer will develop a GBR for the trenchless crossing of this pipeline segment. A draft report will be furnished for review and comment. Upon disposition of Owner comments concerning the draft report, a final report will be furnished. The GBR will be a CD.
- D. Geotechnical Design Memorandum/Geotechnical Data Report. Engineer will develop a memorandum for internal use by Engineer that contains design requirements and geotechnical recommendations for open-cut design and the geotechnical data for the trenchless crossing. The geotechnical design memorandum will not be made available to bidders. The Engineer will develop a GDR. If additional borings are needed during final design, these will be added to the GDR. The GDR will be furnished to bidders, and it will be considered a CD.
- E. Soils Classifications and Quantities. Engineer using a ND-licensed professional soil classifier will characterize topsoil and subsoil along the alignment. The professional soil classifier will review applicable excavation and trenching, easement restoration, and vegetative technical specifications providing comments to Engineer to incorporate into the CDs. Soil layer thickness will be estimated from ND soil surveys and augmented by Consultant with limited field investigations. Thicknesses will be used to compute Bid Form quantities. A technical memorandum documenting the soil classification work completed and the findings of that effort will be developed.
- F. Utility Coordination. Engineer will perform utility coordination services, including identifying utility conflicts and facilitating the resolution of utility conflicts. It is expected that the pipeline will be below existing utilities so that the Utility Coordination will consist of identification and coordination but not relocation. Engineer will perform the following activities:
 - i. Provide initial notification letters for Owner to send to affected utility companies, owners, and other concerned parties, as applicable.
 - ii. Engineer will develop a utility contact list with information such as: (a) owner's name; (b) contact person; (c) telephone numbers; (d) emergency contact number; (e) e-mail addresses; and (f) other pertinent information concerning affected utilities and facilities.
 - iii. Advise utility companies and owners of the typical characteristics of the Work and provide an illustration of the Project footprint for delineation of the utilities/facilities that are in the Project area.

- iv. Create and maintain a utility layout in AutoCAD. This layout will include existing utilities that are to remain in place or be abandoned and adjusted/relocated utilities.
- v. Review utilities adjustment proposals if the pipeline cannot be installed under the existing utilities.

G. Subsurface Utility Engineering

- i. Provide subsurface utility engineering (SUE), utility designating, and locating surveys along the proposed pipeline alignment in areas where utility marking services are available. The subsurface utility surveys will be a combination of Utility Quality Level A, B, and C, depending on the specific utility, as defined in CI/ASCE 38. Vertical elevations of sewers and drains, as applicable, will be taken at manholes and inlets.
- ii. Up to 5 vacuum excavations or potholes no deeper than 10 feet will be excavated at proposed utility crossings and other locations to better define locations of utilities or other potential conflicts where field-discovered conflicts will adversely impact pipeline installation. Potholes/vacuum excavations will mostly be needed in the event of open cutting across roads instead of tunneling. Engineer will coordinate with and manage the services provided by a pot holing or vacuum excavation contractor to uncover potentially conflicting utilities.

H. Utility Relocations Coordination. Few conflicts between the pipeline and water and sewer lines, as well as minor drainage structures and irrigation facilities, are anticipated due to the depth of the pipeline. The scope assumes that the utility owners will design relocations and will then be paid by directly by the Owner. Relocations will be scheduled for completion in advance of pipeline excavation and installation.

- i. If the utility owners prepare relocation designs, they will be coordinated with the ENDAWS project and reviewed by Engineer for compatibility with the work proposed.
- ii. If drain tiles need to be relocated or field modified as part of pipeline construction, engineering services will be addressed as Additional Services.

I. Permitting. This subtask encompasses applicable governmental approvals, including counties, townships, and utility permits and approvals necessary to construct the pipeline. The pipeline will comply with overall Federal permit requirements.

- i. Engineer will obtain in conjunction with the Owner necessary approvals from the appropriate utilities, City, County, and State agencies having authority over the Work.
- ii. Engineer will prepare a permitting schedule identifying action items, decision points, milestones, reviews, and approvals required to complete permitting. Engineer will communicate status of permits to Owner.

iii. Contractor-Provided Permits. Engineer will provide in the CDs a list of the permits that must be obtained by the Contractor. Based upon preliminary design, it is understood that the following permits, at a minimum, will be the responsibility of the Contractor:

- Erosion and sediment control; land disturbance; stormwater permits, and
- Dewatering operations discharge.

iv. Owner-Provided Permits

(a) Engineer will aid the Owner in obtaining the following permits from government agencies, North Dakota Department of Transportation (NDDOT), utilities, pipeline companies, and other entities as noted below:

- NDDOT for access permits,
- County road closing/detours,
- Local electric and telecommunications crossings. Scope assumes up to three separate utilities,
- County road crossings, and
- Township road crossings.

(b) Assistance provided by Engineer for the above listed permits will include:

- (i) Preparation of applications, exhibits, drawings, and specifications ready for the Owner's execution and transmittal.
- (ii) Furnishing additional information about the Project's design, as required by the permitting authority.

J. Pipeline Corrosion Protection System Services. A multi-pronged approach to pipeline corrosion protection, including pipe coatings and an impressed- current corrosion protection system is being implemented on this project. The following services specifically related to the ETP Contract 1, 11- mile segment will be provided.

- i. Stray current field investigations for the Project element will be completed as indicated in the Field Services article of this Task Order, if required. Prepare report as indicated in the Field Services article of this Task Order documenting field investigations and simulations at any high voltage power line crossing. A mitigation design will be developed and incorporated into the corrosion protection system drawings based on the simulations.
- ii. Engineer has formulated a detailed approach for the Project's corrosion protection system in the Corrosion Protection Design Guide (CPDG) prepared under Task Order 5310. The corrosion protection system will be based on an impressed current design. Engineer will also develop drawings and specifications for the corrosion protection system incorporating them into the Project's CDs for the element covered by this Task Order. Drawings and specifications will be developed for 60-, 90, and 100-percent design deliverables. The 60-percent deliverable consists of design of the essential

components of the corrosion protection system and identification of field investigation locations indicated in the Field Services article of this Task Order. Stray current mitigation design and impacts of detailed pipeline design will be incorporated into the 90-percent deliverable. Final client comments will be incorporated into the 100-percent deliverable. In addition, the Project element's corrosion protection system design will provide stand-alone corrosion protection for idle Project elements while subsequent pipeline segments are constructed.

- K. Hydraulic Modeling Refinement Outcome. The Project's hydraulic and surge-transient models are being generated and refined during the development of the PDR. The previous work will be updated in consideration of the ENDAWS modifications to the original RRVWSP alignment.
- L. Pipeline Basis of Design Memorandum Update
 - i. Draft Basis of Design Memorandum (BDM). A BDM was prepared for previous pipeline segments. This BDM will be updated for the design and construction of the ETP Contract 1 pipeline, including pipeline design parameters, a preliminary route map indicating the proposed alignment, pipeline material selection, pipeline design working pressure and test pressure, joint restraint, accessories, and appurtenances. Engineer will review the Draft BDM for accuracy and completeness prior to submitting to the Owner for review and comment.
 - ii. Review and Finalize BDM. Engineer will confer with Owner's staff to review the Draft Updated BDM and obtain Owner's comments. Engineer will address Owner comments and develop a Final Updated BDM. The Final Updated BDM will be the document followed by the design team to develop CDs for solicitation of bids from general contractors.
- M. Front-End Documents Customization
 - i. Prepare and deliver draft front-end documents using standard documents of the Engineers Joint Contract Document Committee (EJCDC) and Engineer's standard supplements, including general conditions and supplementary conditions. The documents will be based on the Contract Documents for Segment 6.
 - ii. Conduct a review conference call with Owner to discuss and receive comments on the draft front-end documents.
 - iii. Conduct a review conference call with Owner and Reclamation to and receive comments on the draft front-end documents.
 - iv. Revise front-end documents addressing Owner's and Reclamation's comments and incorporate modifications, if any, into subsequent CD deliverables.

N. 60-percent CDs (Level 2 Design)

- i. Level 2 design will commence after the Owner accepts the preliminary design as modified from the Post Field Investigation Workshop.
- ii. The content of Level 2 deliverables is as follows:
 - General drawings,
 - Plan and profile drawings,
 - Most technical specifications,
 - Underground utility drawings,
 - Constructability review results,
 - Opinion of probable construction cost update,
 - Internal quality control review and refinement,
 - QA/QC plan and log update, and
 - Task Order schedule update.
- iii. Provide technical specifications and drawings for Owner review.
- iv. Attend a meeting with the Owner to receive and discuss the Owner's review comments. Document comments received in a log and distribute to meeting attendees.
- v. Revise documents as necessary to reflect decisions taken at this level incorporating design modifications into subsequent deliverables.

O. 90-percent CDs (Level 3 Design)

- i. Level 3 design will commence after the Owner has accepted Level 2 deliverables. The content of the Level 3 deliverables is as follows:
 - Drawings review set,
 - Technical specifications review set,
 - Front-end documents review set,
 - Opinion of probable construction cost update,
 - Constructability review results,
 - Internal quality control review and refinement,
 - QA/QC plan and log update, and
 - Task Order schedule update.
- ii. Provide specifications and drawings for Owner review.
- iii. Attend a meeting with the Owner to receive and discuss the Owner's review comments. Document comments received in a log and distribute to meeting attendees.

- iv. Revise documents according to mutual agreement reflecting decisions taken at this level incorporating design modifications into subsequent deliverables.

Q. Opinions of Probable Construction Cost (aka Cost Opinions or Cost Estimates). Engineer will update the cost opinion presented in the PDR at the various stages of final design submitting updates for the Owners information and use as follows:

- i. After transmittal of the 60-percent deliverable, update cost opinion commensurate with an AACE Class 3 estimate with standard accuracy.
- ii. After transmittal of the 90-percent deliverable, update cost opinion commensurate with an AACE Class 2 estimate with standard accuracy.

R. Quality Assurance/Quality Control. Engineer will provide QA/QC services necessary for execution of the Task Order. QA/QC reviews will be provided for each deliverable furnished. Engineer's or Engineer's Subcontractor's independent senior staff will complete reviews. Engineer will log QA/QC reviews and maintain records of said reviews in its files. In addition, Engineer will log comments received from the Owner and provide a log of comments and Engineer responses for the following events:

- 60-percent CDs
- Draft front-end documents
- 90-percent CDs

Engineer's services under the Final Design Phase will be considered complete on the date when the final design submittals identified in Deliverables are provided.

V. SPECIAL SERVICES

None this Task Order.

VI. DELIVERABLES

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

1. Task 1 – Task Order Management and Administration

- Progress reports (electronic pdf files)
- Baseline schedule and updates (electronic pdf files)

2. Task 2 – Special Project and Third-Party Meetings.

- Meeting agenda (typically included with MS Outlook meeting invitations)
- Meeting notes (electronic pdf files)

3. Task 3 – Landowner Communication and Easement Modifications

- Landowner GIS exhibits (electronic pdf file for each affected parcel)

4. Task 4 – Field Services

- Updated drawings for supplemental surveys (electronic pdf file)
- Stray current field report (electronic pdf file)
- Supplemental EIS memorandum (electronic pdf file)

5. Task 5 – Final Design Services

- Meeting/conference call agendas (attached to MS Outlook meeting invitations) and notes (electronic pdf files)
- Updated Design Guidance Manual (draft and final single hard copy and electronic pdf files)
- Geotechnical baseline report (electronic pdf file)
- Soils classification and quantities memorandum (electronic pdf files)
- Utility notification letters (electronic pdf file)
- Utility contact list (electronic pdf file)
- SUE drawing and summary table (DWG electronic and excel/pdf electronic)
- Permit applications (electronic pdf files for applications identified in the Permitting paragraph)
- Draft front-end documents (electronic pdf files)
- 60-percent CDs (hard copies and electronic pdf files)
- 60-percent cost opinion (electronic pdf file)
- 60-percent Owner review comments log (electronic pdf file)
- 90-percent CDs (hard copies and electronic pdf files)
- 90-percent cost opinion (electronic pdf file)
- 90-percent Owner review comments log (electronic pdf file)

VII. ADDITIONAL SERVICES

The professional services listed below are not included in the scope of this Task Order nor does the fee shown in Article IX include any labor and direct expenses for items identified as Additional Services. Should Owner want to include services listed under Additional Services in Engineer's scope an amendment to this Task Order or execution of a separate Task Order with the new scope of services will be necessary.

1. The pipeline alignment was finalized previously under the preliminary design task orders, and survey certificates were prepared for each parcel under other task orders. Limited additional certificates of survey will be necessary over the 10-mile length, to reflect the final disposition of certain disputed parcels and to reflect final alignment and easements associated with these to prepare CDs for bidding. If the alignment is changed during these Final Design Services, new survey certificates will be necessary and those would be considered Additional Services if the effort falls beyond the allowance amount set forth in this Task Order.
2. Addenda. Engineer will prepare up to two addenda under Basic Services. Should additional addenda be required beyond the Engineer's control, Engineer will prepare as Additional Services.

3. Pre-award Services to be Provided as Additional Services. If the apparent successful bidder is not qualified or if substantive changes to the design are proposed by the Bidder or the Contractor after award, substantial and unpredictable levels of effort by Engineer may be required to resolve issues and answer questions. These services will be provided according to the Owner's request as Additional Services.
4. Design of the relocation of utilities in conflict with the proposed location of ETP Contract 1 pipeline as presented in the PDR, except as explicitly identified herein. Relocation design for the following utilities and facilities is considered Additional Services:
 - Overhead and buried telephone lines,
 - Fiber optic cable and other communication lines,
 - Natural gas pipelines, and
 - Petroleum pipelines.
6. Preparation of traffic control plans, excluding haul routes and detour plans that are included with Basic Services.
7. Progressing the design from 90-percent complete to biddable plans and specifications is not included in the work of this Task Order. Bidding assistance is also considered Additional Services.

VIII. SPECIAL RESPONSIBILITIES OF OWNER

1. Permit and License Fees. Owner agrees to pay directly to affected utilities, railroads, or other public entities fees assessed to secure crossing permits, licenses, or easements.
2. Easements. Pay directly to landowners the real estate costs for all required easements. In addition, retain and pay for legal services necessary to secure easements through negotiation or other means. Several landowners in this 24-mile section have declined to sign voluntary easements so legal intervention will be necessary to get the necessary right-of-way. The Owner will manage and oversee legal services provided by others to support easement acquisition.

IX. FEE

The total fee for the Basic Services under this Task Order is One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000). Worksheet(s) showing the fee estimate and level of effort by task are included as **Attachment D**.

X. PERFORMANCE SCHEDULE

This Task Order will be completed by mid-2026 with delivery of 90-percent complete plans and specifications. A subsequent design wrap-up task order or amendment will be necessary to complete the design and provide bidding assistance. If funding becomes available earlier than currently anticipated, Contract Documents will be completed as necessary to meet that accelerated schedule as directed by Garrison Diversion via separate authorization.

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

1. Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008, is incorporated by reference.
2. Attachment A – ENDAWS Contract 1 Alignment and Trenchless Crossing Locations
3. Attachment B – Preliminary Sheet List
4. Attachment C – Preliminary Specification List
5. Attachment D – Fee Estimate Worksheets
6. Attachment E – Partial Final Design Services Schedule

XII. ACCEPTANCE

If this satisfactorily sets forth your understanding of this Task Order, please electronically sign this document. An electronic copy of the fully executed document will be provided upon execution by all parties.

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

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

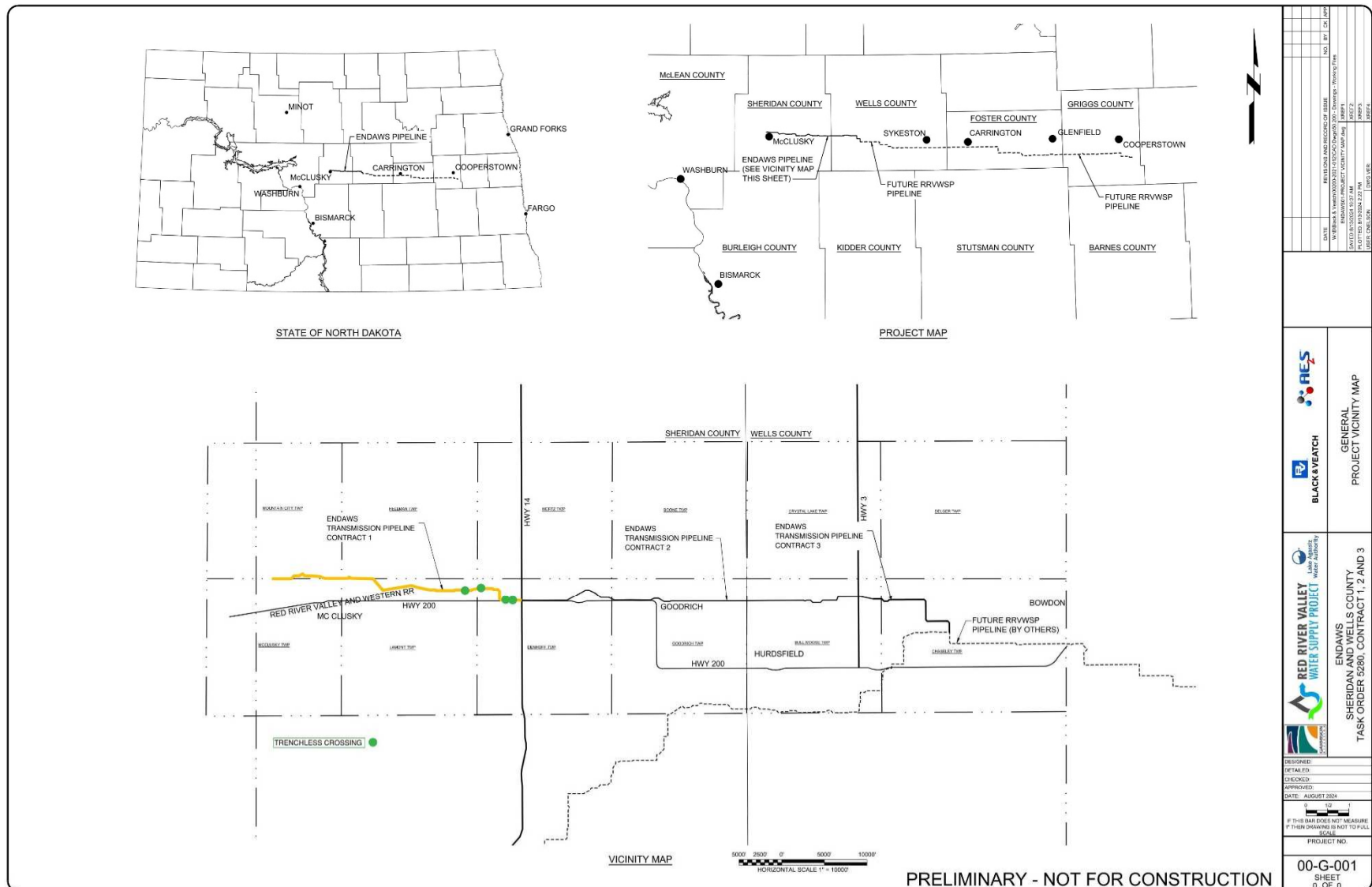
Dated: _____

Dated: _____

ATTACHMENT A

ETP CONTRACT 1 ALIGNMENT AND TRENCHLESS CROSSING LOCATIONS

DRAFT



ATTACHMENT B

PRELIMINARY SHEET LIST

Type of Drawing	52 Sheets Total
<u>Contract 1 (11 miles)</u>	
Cover	1
General	9
Plan & Profile	29
Details	12
Specialty	4

ATTACHMENT C

PRELIMINARY SPECIFICATION LIST

Specification Topic	70 Sections
Division 00 – Procurement and Contracting Requirements	26
Division 01 – General Requirements	15
Division 03 – Concrete	1
Division 05 – Metals	1
Division 09 – Finishes	2
Division 13 – Special Construction	1
Division 26 – Electrical	1
Division 31 – Earthwork	7
Division 32 – Exterior Improvements	2
Division 33 – Utilities	7
Division 40 – Process Interconnections	7

ATTACHMENT D
FEE ESTIMATE WORKSHEETS

DRAFT



Garrison Diversion Conservency District
Task Order 5315 - ENDAWS Transmission Pipeline Contract 1, Partial Final Design Services
BV Project No. TBD
Black & Veatch & Consultants

		Position	P	PMS	PM1	EMS	EM1	TE	DE2	SE1	DES	DES	SE1	EM1	EM1	EM1	CAD2	CM2	EST1	EST2	PJC2	PA1	ADM1	ADM2	QC1	Labor Detail	Labor Detail	
Task	Lead Firm	Task Description	Principal	Project Manager Senior	Project Manager 1	Engineering Manager Sr	Engineering Manager 1	Technical Expert	Design Engineer 2 (Pipeline)	Staff Engineer 1 (Pipeline)	Design Engineer Senior (Geotech)	Design Engineer Senior (Geotech/Trenchless)	Staff Engineer 1 (Geotech/Trenchless)	Electrical Engineer (Corrosion)	Electrical Engineer (Corrosion)	Electrical Engineer (Corrosion)	CAD Technician 2	Construction Manager 2	Estimator 1	Estimator 2	Project Controls Analyst 2	Project Accountant 1	Administrator 1	Administrator 2	QA/QC Manager 1	BV Level of Effort (hrs)	BV Labor Cost	
IV. BASIC SERVICES																												
1	BV	Task Order Management and Administration	56	170	20	0	0	0	0	0	4	24	0	0	0	0	0	0	0	0	0	52	71	35	0	8	440	\$112,891
A	BV	Project Mgmt (1 2-dy trp; x2)	16	40																						8	64	\$20,864
B	BV	Administration	16	40								16									52	44					168	\$36,700
C	AE2S	Progress Reports		30																			35				65	\$14,745
D	AE2S	Schedule Updates		20																							20	\$6,540
E	BV	Management of Subconsultants	24	40	20						4	8										27					123	\$34,042
2	BV	Special Project and Third-Party Meetings	4	34	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	98	\$29,346
A	BV	Special Project Meetings																									0	\$0
i	BV	TO Initiation Meeting		4		8																					12	\$3,564
ii	AE2S	Post Fld Invest Alignment Update Mtg		4		16																					20	\$5,820
B	BV	Third Party Meetings																									0	\$0
i	BV	Stakeholder Meetings (LAWA TAC x 1)	4	12																							16	\$5,232
ii	AE2S	Design Meetings for Utility Coordination		4		16																					20	\$5,820
iii	BV	Funding Agency Meetings		10		20																					30	\$8,910
3	AE2S	Landowner Comm & Easement Modifications	0	8	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	\$7,128
A	AE2S	Landowner Notifications		4		8																					12	\$3,564
B	AE2S	Landowner Coordination		4		8																					12	\$3,564
C	AE2S	Modifications to Signed Easements																									0	\$0
4	BV	Field Services	24	32	0	64	0	0	0	80	2	2	120	40	68	0	8	0	0	0	0	0	0	0	8	448	\$100,476	
A	MTS	Soil Borings		2		6				80	2	2	120		8		8									8	236	\$41,562
B	AE2S	Limited Topographic Surveying		2		6																					8	\$2,346
C	BV	Stray Current Fld Investigation (1 3-dy trp; x1)		2		16								40	60												118	\$30,066
D	AE2S	Alignment Site Visits for Contract 2		2		16																					18	\$5,166
E	Ultieg	USFWS Permits and/or Licenses	12	12		20																					44	\$13,488
F	Ultieg	Supplemental EIS Memorandum	12	12																							24	\$7,848
5	BV	Final Design Services	24	144	0	132	44	64	24	16	128	332	514	28	120	80	60	8	60	144	0	0	0	48	64	2,034	\$479,784	
A	AE2S	Design Team Conference Calls (12)	24	24		12						8															68	\$21,368
B	BV	Design Guidance Manual Update		2		40																		24			66	\$14,574
C	BV	Geotechnical Baseline Report		4				12			16	40	120												16		208	\$45,708
D	BV	Geotechnical Design Memorandum/GDR		4			4	12			8	20	60											24	8		140	\$29,084
E	PSC	Soils Classifications and Quantities		4																							4	\$1,308
F	AE2S	Utility Coodination		4																							4	\$1,308
G	AE2S	Subsurface Utility Engineering																									0	\$0
i	AE2S	SUE Surveys		2			4																				6	\$1,670
ii	AE2S	Vacuum Extractions (5)		2			4																				6	\$1,670




Garrison Diversion Conservancy District
Task Order 5315 - ENDAWS Transmission Pipeline Contract 1, Partial Final Design Services
BV Project No. TBD
Black & Veatch & Consultants

		Position	P	PMS	PM1	EMS	EM1	TE	DE2	SE1	DES	DES	SE1	EM1	EM1	EM1	CAD2	CM2	EST1	EST2	PJC2	PA1	ADM1	ADM2	QC1	Labor Detail	Labor Detail
Task	Lead Firm	Task Description	Principal	Project Manager Senior	Project Manager 1	Engineering Manager Sr	Engineering Manager 1	Technical Expert	Design Engineer 2 (Pipeline)	Staff Engineer 1 (Pipeline)	Design Engineer Senior (Geotech)	Design Engineer Senior (Geotech/Trenchless)	Staff Engineer 1 (Geotech/Trenchless)	Electrical Engineer (Corrosion)	Electrical Engineer (Corrosion)	Electrical Engineer (Corrosion)	CAD Technician 2	Construction Manager 2	Estimator 1	Estimator 2	Project Controls Analyst 2	Project Accountant 1	Administrator 1	Administrator 2	QA/QC Manager 1	BV Level of Effort (hrs)	BV Labor Cost
H	AE2S	Utility Relocations Coordination		2			4																			6	\$1,670
I	AE2S	Permitting		8		8	0																			16	\$4,872
J	BV	Pipeline Corrosion Protection System Services		8			4							28	120	80	60									300	\$68,864
K	BV	Hydraulic Modeling Refinement		24		24		40																		88	\$27,416
L	BV	Pipeline Basis of Design Memorandum Update		8			16		24																	48	\$11,888
M	AE2S	Front-End Documents Customization		16		16																				32	\$9,744
N	AE2S	60-Percent CDs (Level 2 Design)		12		16					60	144	190													422	\$97,560
O	AE2S	90-Percent CDs (Level 3 Design)		12		16					44	80	120													272	\$63,340
P	BV	OPCCs		8			8			16		40	24					8	60	144						308	\$64,980
Q	BV	Quality Assurance/Quality Control																							40	40	\$12,760
PROJECT TOTALS			108	388	20	272	44	64	24	96	134	358	634	68	188	80	68	8	60	144	52	71	35	48	80	3,044	\$729,625



Garrison Diversion Conservency District
Task Order 5315 - ENDAWS Transmission Pip
BV Project No. TBD
Black & Veatch & Consultants

		Position	Expense Detail	Expense Detail	Sub Consult	Sub Consultant	Expense Detail	Sub Consult	Sub Consultant	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
Task	Lead Firm	Task Description														
			HOBACCA	Misc	AE2S Hrs	AE2S Fee	AE2S Sub Markup	Subs Hrs	Subs Fee (MTS,KLJ, PSC, ETC.)	Sub Markup	Travel Expense	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES																
1	BV	Task Order Management and Administration	\$4,030	\$611	282	\$86,289	\$4,316	18	\$3,000	\$150	\$3,800	\$102,196	440	\$112,891	\$102,196	\$215,087
A	BV	Project Mgmt (1 2-dy trp; x2)	\$586	\$611	28	\$8,627	\$431	6	\$1,000	\$50	\$3,800	\$15,105	64	\$20,864	\$15,105	\$35,969
B	BV	Administration	\$1,539		26	\$7,993	\$400	6	\$1,000	\$50		\$10,982	168	\$36,700	\$10,982	\$47,682
C	AE2S	Progress Reports	\$595		56	\$17,254	\$863	6	\$1,000	\$50		\$19,762	65	\$14,745	\$19,762	\$34,507
D	AE2S	Schedule Updates	\$183		56	\$17,254	\$863	-		\$0		\$18,300	20	\$6,540	\$18,300	\$24,840
E	BV	Management of Subconsultants	\$1,127		16	\$4,872	\$244	-		\$0		\$6,243	123	\$34,042	\$6,243	\$40,285
2	BV	Special Project and Third-Party Meetings	\$898	\$0	211	\$49,614	\$2,480	-	\$0	\$0	\$0	\$52,992	98	\$29,346	\$52,992	\$82,338
A	BV	Special Project Meetings	\$0		-	\$0	\$0	-		\$0		\$0	0	\$0	\$0	\$0
i	BV	TO Initiation Meeting	\$110		56	\$13,129	\$656	-		\$0		\$13,895	12	\$3,564	\$13,895	\$17,459
ii	AE2S	Post Fld Invest Alignment Update Mtg	\$183		40	\$9,141	\$457	-		\$0		\$9,781	20	\$5,820	\$9,781	\$15,601
B	BV	Third Party Meetings	\$0		-	\$0	\$0	-		\$0		\$0	0	\$0	\$0	\$0
i	BV	Stakeholder Meetings (LAWA TAC x 1)	\$147		8	\$1,995	\$100	-		\$0		\$2,242	16	\$5,232	\$2,242	\$7,474
ii	AE2S	Design Meetings for Utility Coordination	\$183		107	\$25,348	\$1,267	-		\$0		\$26,798	20	\$5,820	\$26,798	\$32,618
iii	BV	Funding Agency Meetings	\$275		-	\$0	\$0	-		\$0		\$275	30	\$8,910	\$275	\$9,185
3	AE2S	Landowner Comm & Easement Modifications	\$220	\$0	158	\$39,259	\$1,963	-	\$0	\$0	\$0	\$41,442	24	\$7,128	\$41,442	\$48,570
A	AE2S	Landowner Notifications	\$110		88	\$16,880	\$844	-		\$0		\$17,834	12	\$3,564	\$17,834	\$21,398
B	AE2S	Landowner Coordination	\$110		70	\$22,380	\$1,119	-		\$0		\$23,609	12	\$3,564	\$23,609	\$27,173
C	AE2S	Modifications to Signed Easements	\$0		-	\$0	\$0	-		\$0		\$0	0	\$0	\$0	\$0
4	BV	Field Services	\$4,104	\$1,000	382	\$89,079	\$4,454	1,527	\$267,000	\$13,350	\$9,700	\$388,687	448	\$100,476	\$388,687	\$489,163
A	MTS	Soil Borings	\$2,162		122	\$28,524	\$1,426	1,229	\$215,000	\$10,750	\$7,800	\$265,662	236	\$41,562	\$265,662	\$307,224
B	AE2S	Limited Topographic Surveying	\$73		156	\$34,333	\$1,717	-		\$0		\$36,123	8	\$2,346	\$36,123	\$38,469
C	BV	Stray Current Fld Investigation (1 3-dy trp; x1)	\$1,081	\$1,000	-	\$0	\$0	-		\$0	\$1,900	\$3,981	118	\$30,066	\$3,981	\$34,047
D	AE2S	Alignment Site Visits for Contract 2	\$165		104	\$26,222	\$1,311	-		\$0		\$27,698	18	\$5,166	\$27,698	\$32,864
E	Ultieg	USFWS Permits and/or Licenses	\$403		-	\$0	\$0	172	\$30,000	\$1,500		\$31,903	44	\$13,488	\$31,903	\$45,391
F	Ultieg	Supplemental EIS Memorandum	\$220		-	\$0	\$0	126	\$22,000	\$1,100		\$23,320	24	\$7,848	\$23,320	\$31,168
5	BV	Final Design Services	\$18,633	\$2,000	2,380	\$525,167	\$26,258	344	\$60,000	\$3,000	\$0	\$635,058	2,034	\$479,784	\$635,058	\$1,114,842
A	AE2S	Design Team Conference Calls (12)	\$623		264	\$61,335	\$3,067	-		\$0		\$65,025	68	\$21,368	\$65,025	\$86,393
B	BV	Design Guidance Manual Update	\$605		-	\$0	\$0	-		\$0		\$605	66	\$14,574	\$605	\$15,179
C	BV	Geotechnical Baseline Report	\$1,905		-	\$0	\$0	-		\$0		\$1,905	208	\$45,708	\$1,905	\$47,613
D	BV	Geotechnical Design Memorandum/GDR	\$1,282		-	\$0	\$0	-		\$0		\$1,282	140	\$29,084	\$1,282	\$30,366
E	PSC	Soils Classifications and Quantities	\$37		34	\$7,010	\$350	172	\$30,000	\$1,500		\$38,897	4	\$1,308	\$38,897	\$40,205
F	AE2S	Utility Coordination	\$37		162	\$34,146	\$1,707	-		\$0		\$35,890	4	\$1,308	\$35,890	\$37,198
G	AE2S	Subsurface Utility Engineering	\$0		-	\$0	\$0	-		\$0		\$0	0	\$0	\$0	\$0
i	AE2S	SUE Surveys	\$55		154	\$37,164	\$1,858	-		\$0		\$39,077	6	\$1,670	\$39,077	\$40,747
ii	AE2S	Vacuum Extractions (5)	\$55		96	\$22,357	\$1,118	172	\$30,000	\$1,500		\$55,030	6	\$1,670	\$55,030	\$56,700



GARRISON

DIVERSION

Garrison Diversion Conservency District

Task Order 5315 - ENDAWS Transmission Pip

BV Project No. TBD

Black & Veatch & Consultants

		Position	Expense Detail	Expense Detail	Sub Consult	Sub Consultant	Expense Detail	Sub Consult	Sub Consultant	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
Task	Lead Firm	Task Description														
			HOBACCA	Misc	AE2S Hrs	AE2S Fee	AE2S Sub Markup	Subs Hrs	Subs Fee (MTS,KLJ, PSC, ETC.)	Sub Markup	Travel Expense	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
H	AE2S	Utility Relocations Coordination	\$55		70	\$14,162	\$708	-		\$0		\$14,925	6	\$1,670	\$14,925	\$16,595
I	AE2S	Permitting	\$147		304	\$69,447	\$3,472	-		\$0		\$73,066	16	\$4,872	\$73,066	\$77,938
J	BV	Pipeline Corrosion Protection System Services	\$2,748		-	\$0	\$0	-		\$0		\$2,748	300	\$68,864	\$2,748	\$71,612
K	BV	Hydraulic Modeling Refinement	\$806		-	\$0	\$0	-		\$0		\$806	88	\$27,416	\$806	\$28,222
L	BV	Pipeline Basis of Design Memorandum Update	\$440		-	\$0	\$0	-		\$0		\$440	48	\$11,888	\$440	\$12,328
M	AE2S	Front-End Documents Customization	\$293		112	\$28,232	\$1,412	-		\$0		\$29,937	32	\$9,744	\$29,937	\$39,681
N	AE2S	60-Percent CDs (Level 2 Design)	\$3,866	\$1,000	620	\$130,074	\$6,504	-		\$0		\$141,444	422	\$97,560	\$141,444	\$239,004
O	AE2S	90-Percent CDs (Level 3 Design)	\$2,492	\$1,000	500	\$106,239	\$5,312	-		\$0		\$115,043	272	\$63,340	\$115,043	\$178,383
P	BV	OPCCs	\$2,821		64	\$15,000	\$750	-		\$0		\$18,571	308	\$64,980	\$18,571	\$83,551
Q	BV	Quality Assurance/Quality Control	\$366		-	\$0	\$0	-		\$0		\$366	40	\$12,760	\$366	\$13,126
PROJECT TOTALS			\$27,885	\$3,611	3,413	\$789,408	\$39,471	1,889	\$330,000	\$16,500	\$13,500	\$1,220,375	3,044	\$729,625	\$1,220,375	\$1,950,000



Garrison Diversion Conservency District
Task Order 5315 - ENDAWS Transmission Pipeline Contract 1, Partial Final Design Services
BV Project No. TBD
AE2S

		Position	PM6	PM5	PM4	ENGI	ENGI	SD2	ET5	PMIII	LSIV	LS2	GISV	COMIII	ADM III	Labor Detail	Labor Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
Task	Lead Firm	Task Description	Principal	Project Manager	Technical Expert QA/QC	Design Engineer	Staff Engineer	Senior Designer	CAD Tech	Surveyor Manager	Land Surveyor	Land Surveyor	GIS	Communications	Admin	AE2S Level of Effort (hrs)	Labor Cost	Travel	Survey Equip	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES																								
1		Task Order Management and Administration	70	192	20	0	0	0	0	0	0	0	0	0	0	282	\$86,289	\$0	\$0	\$0	282	\$86,289	\$0	\$86,289
A	BV	Project Mgmt (1 2-dy trp; x2)	8	20												28	\$8,627	\$0		\$0	28	\$8,627	\$0	\$8,627
B	BV	Administration	6	20												26	\$7,993			\$0	26	\$7,993	\$0	\$7,993
C	AE2S	Progress Reports	16	40												56	\$17,254			\$0	56	\$17,254	\$0	\$17,254
D	AE2S	Schedule Updates	16	40												56	\$17,254			\$0	56	\$17,254	\$0	\$17,254
E	BV	Management of Subconsultants		16												16	\$4,872			\$0	16	\$4,872	\$0	\$4,872
2	BV	Special Project and Third-Party Meetings	12	48	10	46	46	0	0	14	0	0	16	9	10	211	\$48,614	\$1,000	\$0	\$1,000	211	\$48,614	\$1,000	\$49,614
A	BV	Special Project Meetings														0	\$0			\$0	0	\$0	\$0	\$0
i	BV	TO Initiation Meeting	2	12	2	12	12	0	0	12	0	0	0	0	4	56	\$13,129	\$0		\$0	56	\$13,129	\$0	\$13,129
ii	AE2S	Post Fld Invest Alignment Update Mtg	2	8	2	8	8	0	0	2	0	0	8	0	2	40	\$9,141	\$0		\$0	40	\$9,141	\$0	\$9,141
B	BV	Third Party Meetings														0	\$0			\$0	0	\$0	\$0	\$0
i	BV	Stakeholder Meetings (LAWA TAC x 1)		4		2	2									8	\$1,995	\$0		\$0	8	\$1,995	\$0	\$1,995
ii	AE2S	Design Meetings for Utility Coordination	8	24	6	24	24						8	9	4	107	\$24,348	\$1,000		\$1,000	107	\$24,348	\$1,000	\$25,348
iii	BV	Funding Agency Meetings														0	\$0			\$0	0	\$0	\$0	\$0
3		Landowner Comm & Easement Modifications	0	38	0	6	24	0	0	16	0	0	50	0	24	158	\$34,259	\$5,000	\$0	\$5,000	158	\$34,259	\$5,000	\$39,259
A	AE2S	Landowner Notifications		8		2	20			8			30		20	88	\$16,880			\$0	88	\$16,880	\$0	\$16,880
B	AE2S	Landowner Coordination		30		4	4			8			20		4	70	\$17,380	\$5,000		\$5,000	70	\$17,380	\$5,000	\$22,380
C	AE2S	Modifications to Signed Easements														0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
4		Field Services	2	38	2	24	48	0	0	24	100	100	40	0	4	382	\$76,079	\$8,000	\$5,000	\$13,000	382	\$76,079	\$13,000	\$89,079
A	MTS	Soil Borings		10			16			8	40	40	8			122	\$23,524	\$3,000	\$2,000	\$5,000	122	\$23,524	\$5,000	\$28,524
B	AE2S	Limited Topographic Surveying		4			8			16	60	60	8			156	\$29,333	\$2,000	\$3,000	\$5,000	156	\$29,333	\$5,000	\$34,333
C	BV	Stray Current Fld Investigation (1 3-dy trp; x1)														0	\$0			\$0	0	\$0	\$0	\$0
D	AE2S	Alignment Site Visits for Contract 2	2	24	2	24	24						24		4	104	\$23,222	\$3,000		\$3,000	104	\$23,222	\$3,000	\$26,222
E	Ultieg	USFWS Permits and/or Licenses														0	\$0	\$0		\$0	0	\$0	\$0	\$0
F	Ultieg	Supplemental EIS Memorandum														0	\$0	\$0		\$0	0	\$0	\$0	\$0
5		Final Design Services	42	234	174	386	454	456	194	54	80	80	140	44	42	2,380	\$512,667	\$6,500	\$6,000	\$12,500	2,380	\$512,667	\$12,500	\$525,167
A	AE2S	Design Team Conference Calls (12)	12	48	12	24	14	56	14	28	28			28		264	\$61,335			\$0	264	\$61,335	\$0	\$61,335
B	BV	Design Guidance Manual Update														0	\$0			\$0	0	\$0	\$0	\$0
C	BV	Geotechnical Baseline Report														0	\$0			\$0	0	\$0	\$0	\$0
D	BV	Geotechnical Design Memorandum/GDR														0	\$0			\$0	0	\$0	\$0	\$0
E	PSC	Soils Classifications and Quantities		2	0	4	8						20			34	\$7,010			\$0	34	\$7,010	\$0	\$7,010
F	AE2S	Utility Coodination		20	4	20	40	20			12		40		6	162	\$34,146			\$0	162	\$34,146	\$0	\$34,146
G	AE2S	Subsurface Utility Engineering														0	\$0			\$0	0	\$0	\$0	\$0
i	AE2S	SUE Surveys		4	2	4	20	20		20	40	40			4	154	\$30,164	\$4,000	\$3,000	\$7,000	154	\$30,164	\$7,000	\$37,164
ii	AE2S	Vacuum Extractions (5)		4	2	4	40			2	0	40			4	96	\$16,857	\$2,500	\$3,000	\$5,500	96	\$16,857	\$5,500	\$22,357
H	AE2S	Utility Relocations Coordination		4	2	20	40			4						70	\$14,162			\$0	70	\$14,162	\$0	\$14,162
I	AE2S	Permitting	4	20	80	80	40	20					40	16	4	304	\$69,447			\$0	304	\$69,447	\$0	\$69,447



Garrison Diversion Conservency District
Task Order 5315 - ENDAWS Transmission Pipeline Contract 1, Partial Final Design Services
BV Project No. TBD
AE2S

		Position	PM6	PM5	PM4	ENGI	ENGI	SD2	ET5	PMIII	LSIV	LS2	GISV	COMIII	ADM III	Labor Detail	Labor Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
Task	Lead Firm	Task Description	Principal	Project Manager	Technical Expert QA/QC	Design Engineer	Staff Engineer	Senior Designer	CAD Tech	Surveyor Manager	Land Surveyor	Land Surveyor	GIS	Communications	Admin	AE2S Level of Effort (hrs)	Labor Cost	Travel	Survey Equip	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
J	BV	Pipeline Corrosion Protection System Services														0	\$0			\$0	0	\$0	\$0	\$0
K	BV	Hydraulic Modeling Refinement														0	\$0			\$0	0	\$0	\$0	\$0
L	BV	Pipeline Basis of Design Memorandum Update														0	\$0			\$0	0	\$0	\$0	\$0
M	AE2S	Front-End Documents Customization		40	24	40									8	112	\$28,232			\$0	112	\$28,232	\$0	\$28,232
N	AE2S	60-Percent CDs (Level 2 Design)	12	40	20	80	140	200	100				20		8	620	\$130,074			\$0	620	\$130,074	\$0	\$130,074
O	AE2S	90-Percent CDs (Level 3 Design)	12	40	20	80	100	140	80				20		8	500	\$106,239			\$0	500	\$106,239	\$0	\$106,239
P	BV	OPCCs	2	12	8	30	12									64	\$15,000			\$0	64	\$15,000	\$0	\$15,000
Q	BV	Quality Assurance/Quality Control														0	\$0			\$0	0	\$0	\$0	\$0
PROJECT TOTALS			126	550	206	462	572	456	194	108	180	180	246	53	80	3,413	\$757,908	\$20,500	\$11,000	\$31,500	3,413	\$757,908	\$31,500	\$789,408

ATTACHMENT E

FINAL DESIGN AND BIDDING ASSISTANCE SCHEDULE

DRAFT

**ENDAWS Task Order 5325 – Eastern North Dakota Alternate Water Supply
Transmission Pipeline Contract 2
Partial Final Design Services**

Task Order Effective Date: May 1, 2025

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a partial final design services task order in the amount of \$1,780,000 for the design of the Eastern North Dakota Alternate Water Supply (ENDAWS) Transmission Pipeline (ETP) Contract 2 project.

The Task Order advances the ETP Contract 2 preliminary design to a 90-percent completion stage for a 10-mile portion of the ENDAWS segment along with one trenchless crossing of a wetland easement. Services will begin in May of 2025 with a 90-percent submittal package delivered mid-2026. These professional services are provided on an hourly basis, and the fee is an estimate based on the scope and nature of the work.

TASK ORDER SUMMARY

Basic Services: The services provided by the engineering team (Black & Veatch, AE2S, Materials Testing Services, and Ulteig) are fully described in the attached Task Order. The following table summarizes the fee for each of the major tasks and provides the fee as an estimated percentage of construction for the estimated \$64 million project.

	Fee	% of Const
Task Order Management and Administration	\$187,266	
Special Project and Third-Party Meetings	\$86,180	
Landowner and Easement Modifications	\$46,391	
Field Services	\$467,304	
Final Design Services	\$992,859	
Totals	\$1,780,000	2.8%

Special Services: There are no unique or specialized services required under this Task Order.

PROJECT OVERVIEW

The adjacent map shows the limits of ETP Contract 2 and is included in the background information of the attached Task Order. Elements of this final design Task Order are:

- Supplemental surveying services to complete the design,
- Coordination with counties, townships, and the ND DOT,
- Soil borings and a completion of geotechnical reports,
- Final design of the open-cut portions of pipeline and final design of one trenchless crossing under a U.S. Fish and Wildlife Service easement, and
- Coordination with the U.S. Department of the Interior, Bureau of Reclamation.

PROJECT SCHEDULE

The duration of this Task Order is 15 months from the effective date of the Task Order finishing in mid-2026.

**ENDAWS Task Order 5325 – Eastern North Dakota Alternate Water Supply
Transmission Pipeline Contract 2
Partial Final Design Services**

Task Order Effective Date: May 1, 2025

TASK ORDER EXECUTIVE SUMMARY

PROJECT LOCATION

The Project is in eastern Sheridan County as shown in Figure 1 below.

Figure 1 – ENDAWS Transmission Pipeline Contract 2 Location Map





Black & Veatch Corporation

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

RRVWSP Task Order 5325 – Eastern North Dakota Alternate Water Supply Transmission Pipeline Contract 2 Partial Final Design Services

Effective Date – May 1, 2025

Content of this Task Order is as follows:

I. PROJECT BACKGROUND.....	1
II. TASK ORDER OBJECTIVES.....	2
III. GENERAL REQUIREMENTS	3
IV. BASIC SERVICES.....	4
V. SPECIAL SERVICES	12
VI. DELIVERABLES.....	13
VII. ADDITIONAL SERVICES.....	13
VIII. SPECIAL RESPONSIBILITIES OF OWNER.....	14
IX. FEE.....	15
X. PERFORMANCE SCHEDULE	15
XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS	15
XII. ACCEPTANCE.....	15

I. PROJECT BACKGROUND

1. The Red River Valley Water Supply Project (RRVWSP, the Project) will provide a supplemental water supply to eastern and central North Dakota (ND) in the event of drought conditions in the Red River watershed. The Project as envisioned by the Garrison Diversion Conservancy District (Garrison Diversion, the Owner) will also supply additional water to support industrial development as well as provide an environmental benefit to local rivers during drought conditions by augmenting natural stream flows. The source water will be withdrawn from the Missouri River and conveyed to a new biota water treatment plant (WTP). A multi-county pipeline will then convey flows from the biota WTP east to the Sheyenne River. Lake Ashtabula located downstream will provide storage allowing for controlled releases to the Red River Valley when flow augmentation is needed.
2. Professional services for final design of the Project will be accomplished through the execution of multiple task orders for design and associated activities as well as for engineering services during construction. A Preliminary Design Report (PDR) for the RRVWSP and appraisal-level designs for Eastern North Dakota Water Supply (ENDAWS) have been prepared by Engineer as

authorized by Owner under previously executed Task Orders. These documents are the foundation on which Project design elements will be based.

3. This Task Order is for final design of an approximate 10-mile pipeline segment called ETP Contract 2. The outcome of this Task Order will 90-percent complete plans and specifications. The project will be shelved at that stage until funding is secured. A design wrap-up and bidding assistance task order or amendment will be necessary to complete the design and publicly advertise for bids.
4. The award of a construction contract to a Contractor to build the Engineer-designed pipeline will depend on future project funding. If funding is not available to build the entire ETP Contract 2 transmission main, it may be bid in separate smaller packages. Trenchless crossings will be included within the CDs, including the open-cut portions of the Project.

II. TASK ORDER OBJECTIVES

1. The objective of this task order is to have this segment of the ENDAWS pipeline progressed to a 90-percent completion stage by 2026. Completion of final design and bidding assistance will be completed later when funding is secured for pipeline construction. The alignment and limits of the pipeline being designed under this Task Order are shown in **Attachment A**. ETP Contract 2 starts at the east side of the NDDOT Hwy 14 crossing in Sheridan County and progresses east approximately 54,000 feet to connect to ETP Contract 3 at 24th Avenue. In addition to the 10 miles of new pipeline, there is one trenchless crossing of a U.S. Fish and Wildlife Service (USFWS) easement.
2. Routing of the pipeline from the Missouri River and the McClusky Canal to the Sheyenne River was developed during preliminary design and the ENDAWS appraisal-level design. The final design of ETP Contract 2 will follow this route, but some adjustments to the route are anticipated as part of the final design process. Preliminary design of this pipeline segment was done under Task Order 5280 and was completed in 2024.
3. Preparation of easement agreements and associated exhibits along with easement negotiations and acquisition are included in Task Order 7420. Easement acquisition is ongoing and will continue through the final design phase.
4. Geotechnical field work to supplement the original 2009 geotechnical investigation is included in this task order. These new borings will provide subsurface data where the pipeline alignment deviated from the 2009 alignment mainly due to wetlands avoidance.
5. This Task Order includes the scope of the remaining geotechnical investigations that are required to support final design. Where possible, the 2009 soil borings are incorporated in the geotechnical analysis where they are sufficiently close to the current pipeline alignment. Geotechnical reports will be prepared under this Task Order including incorporation of 2009 geotechnical work where still applicable plus the supplemental work completed under this Task Order. These reports will include a Geotechnical Report for the open-cut pipeline and a Geotechnical Data Report (GDR) and a Geotechnical Baseline Report (GBR) for the trenchless crossing(s) being designed hereunder. The GDR and GBR will be Contract Documents (CDs). The GDR will include information gathered during the project investigation and will be prepared to

summarize the subsurface information collected under this Task Order. The GBR establishes a single-source document where contractual statements describing the geotechnical conditions anticipated to be encountered during construction can be found. The GBR will be prepared in this Task Order during the design document preparation since it depends on the design being significantly advanced.

6. A preliminary sheet list identifying the drawings to be produced under this task order is included as **Attachment B**.
7. A preliminary specification list, including front-end or Division 0 specifications, identifying specifications to be produced under this task order is included as **Attachment C**. ETP Contract 2 funding will likely include procurement and technical requirements that are different than the State RRVWSP program requirements. Potential additional requirements are funding agency supplemental provisions, Buy American Build American (BABA) material requirements, WBE/DBE requirements, Davis Bacon Wage Requirements, and/or environmental clearances of material supply sources.
8. The pipeline will be a 72-inch diameter steel pipeline primarily installed with cut-and-cover methods.

III. GENERAL REQUIREMENTS

1. Under this Task Order, Engineer will provide services in accordance with the Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008 (Agreement).
2. General Description of Activities. The Basic Services to be performed by Engineer consist of professional design services associated with development of CDs for installation of a multi-county water supply pipeline in east central ND.
3. Construction Procurement. CDs developed by Engineer will be of sufficient detail for the Owner to obtain bids through a conventional bidding process (design-bid-build). CDs will be prepared assuming one construction package – ETP Contract 2.
4. Work outside Basic and Special Services. Engineer agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this Task Order or a new separate Task Order.
5. Explicitly Identified Quantities. Engineer in development of this Task Order estimates the level of effort required to provide the services discussed. Where specific information is listed as to the quantity of service to be provided by Engineer, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order scope of service and associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.
6. Capital Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE)

International Recommended Practice No. 18R regarding methodology and accuracy. The cost opinions' level of accuracy presented by Engineer for the various deliverables will be as noted in subsequent paragraphs of this Task Order.

7. Document Production Standards and Procedures. Engineer will prepare CDs using the 50-division, three-part Construction Specifications Institute (CSI) format for technical specifications; Engineer's drawing standards; and Engineer's design procedures and criteria, AutoCAD drafting standards, and standard construction details.

IV. BASIC SERVICES

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

- Task 1 – Task Order Management and Administration
- Task 2 – Special Project and Third-Party Meetings
- Task 3 – Landowner Communication
- Task 4 – Field Services
- Task 5 – Final Design Services

1. Task 1 – Task Order Management and Administration

This task includes overall management and development of a Project Management Plan specific to the Work. The overall objective of this task is to keep the Task Order on schedule and on budget.

- A. Project Management. Engineer will provide management services necessary for execution of the Task Order, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, Owner coordination, and other standard and customary activities required for timely completion of the Work.
- B. Administration. Perform general administrative duties associated with the Task Order, including general correspondence, day-to-day contact and coordination, administration, and monthly invoicing in a form that is acceptable to the Owner.
- C. Progress Reports. Prepare for the Owner progress reports that identify the Work that has been performed, upcoming work activities anticipated, and action items required of the Owner. Identify therein variances or potential variances from the Task Order's Basic and Special Services. The reports will be in the Engineer's standard format unless the Owner requires otherwise.
- D. Schedule Updates. Engineer will prepare a baseline Gantt chart schedule at Task Order's inception. The schedule will be updated comparing actual progress by task/subtask to the baseline schedule.
- E. Management of Subconsultants. Engineer will monitor subcontractor progress, review and approve invoices, oversee adherence to the approved quality assurance/quality control (QA/QC) plan, monitor adherence to document preparation standards, and oversee subconsultants' performance.

2. Task 2 – Special Project and Third-Party Meetings

The overall objective of this task is to keep stakeholders apprised of Task Order status and to provide a forum for stakeholder input. Engineer will prepare an agenda. The following meetings are anticipated:

A. Special Project Meetings

- i. Task Order Initiation Meeting. Engineer will conduct a virtual Task Order Initiation Meeting with the Owner and subconsultants to review the overall approach for final design and bidding assistance. Another objective of this meeting will be to finalize the approach to securing rights of entry from landowners.
- ii. Post Field Investigation Alignment Update Meeting. A virtual meeting will be held with Owner after supplemental field work has been completed and after initial discussions have been undertaken with local officials and landowners. The impact of field findings and/or negotiations with landowners on the pipeline alignment and appurtenance locations will be discussed. The outcome of the meeting will be to identify any required alignment changes to the 30-percent design. An updated set of alignment drawings will be prepared before the meeting and finalized during the workshop.

B. Third-Party Meetings

- i. Stakeholder Meetings. Engineer will attend and present Project information for meetings with the LAWA Technical Advisory Committee (TAC). One meeting is expected to present the final design.
- ii. Design Meetings for Utility Coordination. Engineer will schedule and meet utilities that own parallel easements or easements that the pipeline will cross. Engineer will provide summary notes of meetings. The following utility coordination meetings are anticipated.
 - (a) Up to four meetings with the NDDOT for access approaches from Hwy 200 for the construction traffic.
 - (b) One meeting each will be held with the county commission or designated representative(s) of Sheridan County.
 - (c) One meeting for each impacted township with the elected officials if desired by that township.
 - (d) One meeting will be held with each of the electric/communications utilities impacted. This scope item assumes there will be three electric/communications crossings.
 - (e) One meeting will be held each of the pipeline companies impacted. There are expected to be:
 - (i) Rural Water Providers

(ii) One other Utility

(f) No meetings are anticipated with any railroads.

- iii. Funding Agency Meetings. Engineer will coordinate with Garrison Diversion staff to hold regular meetings with the Bureau of Reclamation (Reclamation). It is assumed that these Reclamation meetings will, when necessary, include other Federal agencies. It is assumed that there will be 10 virtual meetings with Reclamation or other Federal agencies.

3. Task 3 – Landowner Communication and Easement Modifications

- A. Landowner Notifications. This segment of pipeline covers approximately 22 individual easements and 13 individual property owners. Engineer will support Garrison Diversion's communications with individual landowners for the purposes of gaining access for the field investigations by developing GIS graphics and other supporting documentation.
- B. Landowner Coordination. Provide engineering team support to Owner to meet with landowners as required for the purposes of establishing the final pipeline alignment and for establishing fixed locations of appurtenances for incorporation into the CDs developed during the final design phase.

4. Task 4 – Field Services

- A. Soil Borings. Engineer's consultant will complete an additional geotechnical investigation. It will include up to approximately 14 soil borings at an average depth of 20 feet. The soil borings will support the final design of the open-cut and tunneled portions of ETP Contract 2 due to any alignment changes implemented during final design. In addition, various soil resistivity and corrosivity tests will be completed to support the design. Ground surveys will be completed to locate the boring(s) and to confirm the actual location of drilling so that they can accurately be placed on drawings and documented in the geotechnical reports.
- B. Limited Topographic Surveying. Where necessary to reduce change order risk by more precisely locating utilities crossing or paralleling the proposed pipeline alignment, provide limited field surveys to establish horizontal coordinates and vertical elevations of utilities and other topographic features impacting pipeline design. For fee development, this task assumes four surveys.
- C. Stray Current Field Investigations. Where necessary to mitigate direct current (DC) stray currents from foreign systems or induced alternating current (AC) voltages at proposed high-voltage power lines crossings, provide field investigations to support detailed modeling of soil and crossing appurtenances. Modeling will be used to simulate induced AC potentials and current densities in support of the final design of the Project's pipeline corrosion protection system. Develop and submit a report documenting the findings and conclusions of the field investigation and simulations. For fee development, this task assumes one stray current analysis will be completed.
- D. Alignment Site Visits for ETP Contract 2. The design engineers will visit the 10-mile alignment before beginning work on the 60-percent deliverable. The purpose of the site

visit is to verify and document existing facilities along the alignment, evaluate potential constructability issues, and document potential construction access locations along the alignment. This task will be done current with the Post Field Investigation Alignment Meeting discussed above.

- E. USFWS Permits and/or Licenses. The Engineer will coordinate with the USFWS to obtain the necessary approvals to allow for temporary construction impact to USFWS wetland easements identified in ENDAWS TM302 and subsequent final design activities.
- F. Supplemental EIS Memorandum. The Engineer, through their environmental subconsultant, will provide supplemental EIS memorandum or documentation necessary to support minor pipeline alignment reroutes or as requested by the Reclamation. It is assumed that the Engineer will need to make two field visits and generate four supplemental EIS memoranda.

5. Task 5 – Final Design Services

The purpose of final design is to develop CDs by which the Owner will select Contractor to build the desired facilities. Engineer will provide final design services and CDs for the recommended pipeline alignment identified in the EIS, shown in **Attachment A**, and as adjusted with minor adjustments as the work under this task order progresses. The CDs will be prepared for the purposes of obtaining competitive bids, selection of the lowest and best bid, and construction of the Work. Intermediate deliverables will be prepared and submitted to the Owner upon development of the 60-, 90-, and 100-percent design completion stages. Final CDs will be prepared for bidding purposes.

- A. Design Team Conference Calls. Engineer will schedule and lead monthly conference calls with the Owner to review overall progress, exchange ideas and information, and coordinate activities with other task orders. Calls will be scheduled, and content organized, to coincide with other Task Orders for efficient utilization of staff time. Assuming a 12-month schedule (from completion of preliminary design), up to 12 calls will be held with the Owner.
- B. Design Guidance Manual Minor Update. A Design Guidance Manual was previously developed under Task Order 5330 and updated under Task Order 5360. It will be used to guide this design, and it will be updated to capture changes to the design approach made by the Owner and its engineering team during this task order and re-issued, if necessary.
- C. Geotechnical Baseline Report. Engineer will develop a GBR for the trenchless crossing of this pipeline segment. A draft report will be furnished for review and comment. Upon disposition of Owner comments concerning the draft report, a final report will be furnished. The GBR will be a CD.
- D. Geotechnical Design Memorandum/Geotechnical Data Report. Engineer will develop a memorandum for internal use by Engineer that contains design requirements and geotechnical recommendations for open-cut design and the geotechnical data for the trenchless crossing. The geotechnical design memorandum will not be made available to bidders. A GDR will be developed by the Engineer. If additional borings are needed during

final design, these will be added to the GDR. The GDR will be furnished to bidders, and it will be considered a CD.

- E. Soils Classifications and Quantities. Engineer using a ND-licensed professional soil classifier will characterize topsoil and subsoil along the alignment. The professional soil classifier will review applicable excavation and trenching, easement restoration, and vegetative technical specifications providing comments to Engineer to incorporate into the CDs. Soil layer thickness will be estimated from ND soil surveys and augmented by consultant with limited field investigations. Thicknesses will be used to compute Bid Form quantities. A technical memorandum documenting the soil classification work completed and the findings of that effort will be developed.
- F. Utility Coordination. Engineer will perform utility coordination services, including identifying utility conflicts and facilitating the resolution of utility conflicts. It is expected that the pipeline will be below existing utilities so that the Utility Coordination will consist of identification and coordination but not relocation. Engineer will perform the following activities:
 - i. Provide initial notification letters for Owner to send to affected utility companies, owners, and other concerned parties, as applicable.
 - ii. Engineer will develop a utility contact list with information such as: (a) owner's name; (b) contact person; (c) telephone numbers; (d) emergency contact number; (e) e-mail addresses; and (f) other pertinent information concerning affected utilities and facilities.
 - iii. Advise utility companies and owners of the general characteristic of the Work and provide an illustration of the Project footprint for delineation of the utilities/facilities that are in the Project area.
 - iv. Create and maintain a utility layout in AutoCAD. This layout will include existing utilities that are to remain in place or be abandoned and adjusted/relocated utilities.
 - v. Review utilities adjustment proposals if the pipeline cannot be installed under the existing utilities.
- G. Subsurface Utility Engineering
 - i. Provide subsurface utility engineering (SUE), utility designating, and locating surveys along the proposed pipeline alignment in areas where utility marking services are available. The subsurface utility surveys will be a combination of Utility Quality Level A, B, and C, depending on the specific utility, as defined in CI/ASCE 38. Vertical elevations of sewers and drains, as applicable, will be taken at manholes and inlets.
 - ii. Up to 5 vacuum excavations or potholes no deeper than 10 feet will be excavated at proposed utility crossings and other locations to better define locations of utilities or other potential conflicts where field-discovered conflicts will adversely impact pipeline installation. Potholes/vacuum excavations will mostly be needed in the event of open cutting across roads instead of tunneling. Engineer will coordinate with and manage

the services provided by a pot holing or vacuum excavation contractor to uncover potentially conflicting utilities.

- H. Utility Relocations Coordination. Few conflicts between the pipeline and water and sewer lines, as well as minor drainage structures and irrigation facilities, are anticipated due to the depth of the pipeline. The scope assumes that the utility owners will design relocations and will then be paid by directly by the Owner. Relocations will be scheduled for completion in advance of pipeline excavation and installation.
 - i. If relocation designs are prepared by the utility owners, they will be coordinated with the ENDAWS project and reviewed by Engineer for compatibility with the work proposed.
 - ii. If drain tile needs to be relocated or field modified as part of pipeline construction, engineering services will be addressed as Additional Services.
- I. Permitting. This subtask encompasses applicable governmental approvals, including counties, townships, and utility permits and approvals necessary to construct the pipeline. The pipeline will comply with overall Federal permit requirements.
 - i. Engineer will obtain in conjunction with the Owner necessary approvals from the appropriate utilities, city, county, and state agencies having authority over the Work.
 - ii. Engineer will prepare a permitting schedule identifying action items, decision points, milestones, reviews, and approvals required to complete permitting. Engineer will communicate status of permits to Owner.
 - iii. Contractor-Provided Permits. Engineer will provide in the CDs a list of the permits that must be obtained by the Contractor. Based upon preliminary design, it is understood that the following permits, at a minimum, will be the responsibility of the Contractor:
 - Erosion and sediment control; land disturbance; stormwater permits, and
 - Dewatering operations discharge.
 - iv. Owner-Provided Permits
 - (a) Engineer will aid the Owner in obtaining the following permits from government agencies, North Dakota Department of Transportation (NDDOT), utilities, pipeline companies, and other entities as noted below:
 - NDDOT for access permits,
 - County road closing/detours,
 - Local electric and telecommunications crossings. Scope assumes up to three separate utilities,
 - County road crossings, and
 - Township road crossings.
 - (b) Assistance provided by Engineer for the above listed permits will include:

- (i) Preparation of applications, exhibits, drawings, and specifications ready for the Owner's execution and transmittal.
 - (ii) Furnishing additional information about the Project's design, as required by the permitting authority.
- J. Pipeline Corrosion Protection System Services. A multi-pronged approach to pipeline corrosion protection, including pipe coatings and an impressed-current corrosion protection system is being implemented on this project. The following services specifically related to the ETP Contract 2, 10- mile segment will be provided.
 - i. Stray current field investigations for the Project element will be completed as indicated in the Field Services article of this Task Order, if required. Prepare report as indicated in the Field Services article of this Task Order documenting field investigations and simulations at any high voltage power line crossing. A mitigation design will be developed and incorporated into the corrosion protection system drawings based on the simulations.
 - ii. Engineer has formulated a detailed approach for the Project's corrosion protection system in the Corrosion Protection Design Guide (CPDG) prepared under Task Order 5310. The corrosion protection system will be based on an impressed current design. Engineer will also develop drawings and specifications for the corrosion protection system incorporating them into the Project's CDs for the element covered by this Task Order. Drawings and specifications will be developed for 60-, 90, and 100-percent design deliverables. The 60-percent deliverable consists of design of the essential components of the corrosion protection system and identification of field investigation locations indicated in the Field Services article of this Task Order. Stray current mitigation design and impacts of detailed pipeline design will be incorporated into the 90-percent deliverable. Final client comments will be incorporated into the 100-percent deliverable. In addition, the Project element's corrosion protection system design will provide stand-alone corrosion protection for idle Project elements while subsequent pipeline segments are constructed.
- K. Hydraulic Modeling Refinement Outcome. The Project's hydraulic and surge-transient models are being generated and refined during the development of the PDR. The previous work will be updated in consideration of the ENDAWS modifications to the original RRVWSP alignment.
- L. Pipeline Basis of Design Memorandum Update
 - i. Draft Basis of Design Memorandum (BDM). A BDM was prepared for previous pipeline segments. This BDM will be updated for the design and construction of the ETP Contract 2 pipeline, including pipeline design parameters, a preliminary route map indicating the proposed alignment, pipeline material selection, pipeline design working pressure and test pressure, joint restraint, accessories, and appurtenances. Engineer will review the Draft BDM for accuracy and completeness prior to submitting to the Owner for review and comment.

- ii. Review and Finalize BDM. Engineer will confer with Owner's staff to review the Draft Updated BDM and obtain Owner's comments. Engineer will address Owner comments and develop a Final Updated BDM. The Final Updated BDM will be the document followed by the design team to develop CDs for solicitation of bids from general contractors.

M. Front-End Documents Customization

- i. Prepare and deliver draft front-end documents using standard documents of the Engineers Joint Contract Document Committee (EJCDC) and Engineer's standard supplements, including general conditions and supplementary conditions. The documents will be based on the Contract Documents for Segment 6.
- ii. Conduct a review conference call with Owner to discuss and receive comments on the draft front-end documents.
- iii. Conduct a review conference call with Owner and Reclamation to and receive comments on the draft front-end documents.
- iv. Revise front-end documents addressing Owner's and Reclamation's comments and incorporate modifications, if any, into subsequent CD deliverables.

N. 60-percent CDs (Level 2 Design)

- i. Level 2 design will commence after the Owner accepts the preliminary design as modified from the Post Field Investigation Workshop.
- ii. The content of Level 2 deliverables is as follows:
 - General drawings
 - Plan and profile drawings,
 - Most technical specifications,
 - Underground utility drawings,
 - Constructability review results,
 - Opinion of probable construction cost update,
 - Internal quality control review and refinement,
 - QA/QC plan and log update, and
 - Task Order schedule update.
- iii. Provide technical specifications and drawings for Owner review.
- iv. Attend a meeting with the Owner to receive and discuss the Owner's review comments. Document comments received in a log and distribute to meeting attendees.
- v. Revise documents as necessary to reflect decisions taken at this level incorporating design modifications into subsequent deliverables.

O. 90-percent CDs (Level 3 Design)

- i. Level 3 design will commence after the Owner has accepted Level 2 deliverables. The content of the Level 3 deliverables is as follows:
 - Drawings review set,
 - Technical specifications review set,
 - Front-end documents review set,
 - Opinion of probable construction cost update,
 - Constructability review results,
 - Internal quality control review and refinement,
 - QA/QC plan and log update, and
 - Task Order schedule update.
- ii. Provide specifications and drawings for Owner review.
- iii. Attend a meeting with the Owner to receive and discuss the Owner's review comments. Document comments received in a log and distribute to meeting attendees.
- i. Revise documents according to mutual agreement reflecting decisions taken at this level incorporating design modifications into subsequent deliverables.
- R. Opinions of Probable Construction Cost (aka Cost Opinions or Cost Estimates). Engineer will update the cost opinion presented in the PDR at the various stages of final design submitting updates for the Owners information and use as follows:
 - i. After transmittal of the 60-percent deliverable, update cost opinion commensurate with an AACE Class 3 estimate with standard accuracy.
 - ii. After transmittal of the 90-percent deliverable, update cost opinion commensurate with an AACE Class 2 estimate with standard accuracy.
- S. Quality Assurance/Quality Control. Engineer will provide QA/QC services necessary for execution of the Task Order. QA/QC reviews will be provided for each deliverable furnished. Engineer's or Engineer's consultant's independent senior staff will complete reviews. Engineer will log QA/QC reviews and maintain records of said reviews in its files. In addition, Engineer will log comments received from the Owner and provide a log of comments and Engineer responses for the following events:
 - 60-percent CDs
 - Draft front-end documents
 - 90-percent CDs

Engineer's services under the Final Design Phase will be considered complete on the date when the final design submittals identified in Deliverables are provided.

V. SPECIAL SERVICES

None this Task Order.

VI. DELIVERABLES

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

1. Task 1 – Task Order Management and Administration

- Progress reports (electronic pdf files)
- Baseline schedule and updates (electronic pdf files)

2. Task 2 – Special Project and Third-Party Meetings.

- Meeting agenda (typically included with MS Outlook meeting invitations)
- Meeting notes (electronic pdf files)

3. Task 3 – Landowner Communication and Easement Modifications

- Landowner GIS exhibits (electronic pdf file for each affected parcel)

4. Task 4 – Field Services

- Updated drawings for supplemental surveys (electronic pdf file)
- Stray current field report (electronic pdf file)
- Supplemental EIS memorandum (electronic pdf file)

5. Task 5 – Final Design Services

- Meeting/conference call agendas (attached to MS Outlook meeting invitations) and notes (electronic pdf files)
- Updated Design Guidance Manual (draft and final single hard copy and electronic pdf files)
- Geotechnical baseline report (electronic pdf file)
- Soils classification and quantities memorandum (electronic pdf files)
- Utility notification letters (electronic pdf file)
- Utility contact list (electronic pdf file)
- SUE drawing and summary table (DWG electronic and excel/pdf electronic)
- Permit applications (electronic pdf files for applications identified in the Permitting paragraph)
- Draft front-end documents (electronic pdf files)
- 60-percent CDs (hard copies and electronic pdf files)
- 60-percent cost opinion (electronic pdf file)
- 60-percent Owner review comments log (electronic pdf file)
- 90-percent CDs (hard copies and electronic pdf files)
- 90-percent cost opinion (electronic pdf file)
- 90-percent Owner review comments log (electronic pdf file)

VII. ADDITIONAL SERVICES

The professional services listed below are not included in the scope of this Task Order nor does the fee shown in Article IX include any labor and direct expenses for items identified as Additional Services. Should

Owner want to include services listed under Additional Services in Engineer's scope an amendment to this Task Order or execution of a separate Task Order with the new scope of services will be necessary.

1. The pipeline alignment was finalized previously under the preliminary design task orders, and survey certificates were prepared for each parcel under other task orders. Limited additional certificates of survey will be necessary over the 10-mile length, to reflect the final disposition of certain disputed parcels and to reflect final alignment and easements associated with these to prepare CDs for bidding. If the alignment is changed during these Final Design Services, new survey certificates will likely be necessary and those would be considered Additional Services if the effort falls beyond the allowance amount set forth in this Task Order.
2. Addenda. Engineer will prepare up to two addenda under Basic Services. Should additional addenda be required beyond the Engineer's control, Engineer will be prepare as Additional Services.
3. Pre-award Services to be Provided as Additional Services. If the apparent successful bidder is not qualified or if substantive changes to the design are proposed by the Bidder or the Contractor after award, substantial and unpredictable levels of effort by Engineer may be required to resolve issues and answer questions. These services will be provided according to the Owner's request as Additional Services.
4. Design of the relocation of utilities in conflict with the proposed location of ETP Contract 2 pipeline as presented in the PDR, except as explicitly identified herein. Relocation design for the following utilities and facilities is considered Additional Services:
 - Overhead and buried telephone lines
 - Fiber optic cable and other communication lines
 - Natural gas pipelines
 - Petroleum pipelines
6. Preparation of traffic control plans, excluding haul routes and detour plans that are included with Basic Services.
7. Progressing the design from 90-percent complete to biddable plans and specifications is not included in the work of this Task Order. Bidding assistance is also considered Additional Services.

VIII. SPECIAL RESPONSIBILITIES OF OWNER

1. Permit and License Fees. Owner agrees to pay directly to affected utilities, railroads, or other public entities fees assessed to secure crossing permits, licenses, or easements.
2. Easements. Pay directly to landowners the real estate costs for all required easements. In addition, retain and pay for legal services necessary to secure easements through negotiation or other means. Several landowners in this 24-mile section have declined to sign voluntary easements so legal intervention will likely be necessary to get the necessary right-of-way. The Owner will manage and oversee legal services provided by others to support easement acquisition.

IX. FEE

The total fee for the Basic Services under this Task Order is One Million Seven Hundred Eighty Thousand Dollars (\$1,780,000). Worksheet(s) showing the fee estimate and level of effort by task are included as **Attachment D**.

X. PERFORMANCE SCHEDULE

This Task Order will be completed by mid-2026 with delivery of 90-percent complete plans and specifications. A subsequent design wrap-up task order or amendment will be necessary to complete the design and provide bidding assistance. If funding becomes available earlier than currently anticipated, Contract Documents will be completed as necessary to meet that accelerated schedule as directed by Garrison Diversion via separate authorization.

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

1. Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008, is incorporated by reference.
2. Attachment A – ETP Contract 2 Alignment and Trenchless Crossing Locations
3. Attachment B – Preliminary Sheet List
4. Attachment C – Preliminary Specification List
5. Attachment D – Fee Estimate Worksheets
6. Attachment E – Partial Final Design Services Schedule

XII. ACCEPTANCE

If this satisfactorily sets forth your understanding of this Task Order, please electronically sign this document. An electronic copy of the fully executed document will be provided upon execution by all parties.

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

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

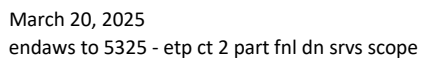
Dated: _____

Dated: _____

ATTACHMENT A

ETP CONTRACT 2 ALIGNMENT AND TRENCHLESS CROSSING LOCATIONS

DRAFT



ATTACHMENT B

PRELIMINARY SHEET LIST

Type of Drawing	52 Sheets Total
<u>Contract 2 (10 miles)</u>	
Cover	1
General	9
Plan & Profile	29
Details	12
Specialty	4

ATTACHMENT C

PRELIMINARY SPECIFICATION LIST

Specification Topic	70 Sections
Division 00 – Procurement and Contracting Requirements	26
Division 01 – General Requirements	15
Division 03 – Concrete	1
Division 05 – Metals	1
Division 09 – Finishes	2
Division 13 – Special Construction	1
Division 26 – Electrical	1
Division 31 – Earthwork	7
Division 32 – Exterior Improvements	2
Division 33 – Utilities	7
Division 40 – Process Interconnections	7

DRAFT

ATTACHMENT D
FEE ESTIMATE WORKSHEETS

DRAFT




Garrison Diversion Conservency District
Task Order 5325 - ENDAWS Transmission Pipeline Contract 2 Partial Final Design Services
BV Project No. TBD
Black & Veatch & Consultants

		Position	P	PMS	PM1	EMS	EM1	TE	DE2	SE1	DES	DES	SE1	EM1	EM1	EM1	CAD2	CM2	EST1	EST2	PJC2	PA1	ADM1	ADM2	QC1	Labor Detail	Labor Detail	
Task	Lead Firm	Task Description	Principal	Project Manager Senior	Project Manager 1	Engineering Manager Sr	Engineering Manager 1	Technical Expert	Design Engineer 2 (Pipeline)	Staff Engineer 1 (Pipeline)	Design Engineer Senior (Geotech)	Design Engineer Senior (Geotech/Trenchless)	Staff Engineer 1 (Geotech/Trenchless)	Electrical Engineer (Corrosion)	Electrical Engineer (Corrosion)	Electrical Engineer (Corrosion)	CAD Technician 2	Construction Manager 2	Estimator 1	Estimator 2	Project Controls Analyst 2	Project Accountant 1	Administrator 1	Administrator 2	QA/QC Manager 1	BV Level of Effort (hrs)	BV Labor Cost	
IV. BASIC SERVICES																												
1	BV	Task Order Management and Administration	56	170	20	0	0	0	0	0	4	24	0	0	0	0	0	0	0	0	0	52	71	35	0	8	440	\$112,673
A	BV	Project Mgmt (1 3-dy trp; x2)	16	40																					8	64	\$20,848	
B	BV	Administration	16	40								16									52	44				168	\$36,608	
C	AE2S	Progress Reports		30																			35			65	\$14,715	
D	AE2S	Schedule Updates		20																						20	\$6,520	
E	BV	Management of Subconsultants	24	40	20						4	8										27				123	\$33,982	
2	BV	Special Project and Third-Party Meetings	4	34	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	98	\$29,312	
A	BV	Special Project Meetings																								0	\$0	
i	BV	TO Initiation Meeting		4		8																				12	\$3,560	
ii	AE2S	Post Fld Invest Alignment Update Mtg		4		16																				20	\$5,816	
B	BV	Third Party Meetings																								0	\$0	
i	BV	Stakeholder Meetings (LAWA TAC x 1)	4	12																						16	\$5,220	
ii	AE2S	Design Meetings for Utility Coordination		4		16																				20	\$5,816	
iii	BV	Funding Agency Meetings		10		20																				30	\$8,900	
3	AE2S	Landowner Comm & Easement Modifications	0	8	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	\$7,120	
A	AE2S	Landowner Notifications		4		8																				12	\$3,560	
B	AE2S	Landowner Coordination		4		8																				12	\$3,560	
4	BV	Field Services	24	32	0	64	0	0	0	80	2	2	120	40	68	0	8	0	0	0	0	0	0	0	8	448	\$100,268	
A	MTS	Soil Borings		2		6				80	2	2	120		8		8								8	236	\$41,384	
B	AE2S	Limited Topographic Surveying		2		6																				8	\$2,344	
C	BV	Stray Current Fld Investigation (1 3-dy trp; x1)		2		16								40	60											118	\$30,064	
D	AE2S	Alignment Site Visits for Contract 2		2		16																				18	\$5,164	
E	Ultieg	USFWS Permits and/or Licenses	12	12		20																				44	\$13,476	
F	Ultieg	Supplemental EIS Memorandum	12	12																						24	\$7,836	
5	BV	Final Design Services	24	144	0	132	44	64	24	16	60	180	308	28	120	80	60	8	60	144	0	0	0	48	64	1,608	\$383,020	
A	AE2S	Design Team Conference Calls (12)	24	24		12						8														68	\$21,344	
B	BV	Design Guidance Manual Update		2		40																		24		66	\$14,548	
C	BV	Geotechnical Baseline Report		4				12			16	40	120												16	208	\$45,620	
D	BV	Geotechnical Design Memorandum/GDR		4			4	12			8	20	60											24	8	140	\$29,008	
E	PSC	Soils Classifications and Quantities		4																						4	\$1,304	
F	AE2S	Utility Coordination		4																						4	\$1,304	
G	AE2S	Subsurface Utility Engineering																								0	\$0	
i	AE2S	SUE Surveys		2			4																			6	\$1,668	
ii	AE2S	Vacuum Extractions (5)		2			4																			6	\$1,668	
H	AE2S	Utility Relocations Coordination		2			4																			6	\$1,668	



Garrison Diversion Conservancy District
Task Order 5325 - ENDAWS Transmission Pipeline Contract 2 Partial Final Design Services
BV Project No. TBD
Black & Veatch & Consultants


		Position	P	PMS	PM1	EMS	EM1	TE	DE2	SE1	DES	DES	SE1	EM1	EM1	EM1	CAD2	CM2	EST1	EST2	PJC2	PA1	ADM1	ADM2	QC1	Labor Detail	Labor Detail
Task	Lead Firm	Task Description	Principal	Project Manager Senior	Project Manager 1	Engineering Manager Sr	Engineering Manager 1	Technical Expert	Design Engineer 2 (Pipeline)	Staff Engineer 1 (Pipeline)	Design Engineer Senior (Geotech)	Design Engineer Senior (Geotech/Trenchless)	Staff Engineer 1 (Geotech/Trenchless)	Electrical Engineer (Corrosion)	Electrical Engineer (Corrosion)	Electrical Engineer (Corrosion)	CAD Technician 2	Construction Manager 2	Estimator 1	Estimator 2	Project Controls Analyst 2	Project Accountant 1	Administrator 1	Administrator 2	QA/QC Manager 1	BV Level of Effort (hrs)	BV Labor Cost
I	AE2S	Permitting		8		8	0																			16	\$4,864
J	BV	Pipeline Corrosion Protection System Services		8			4							28	120	80	60									300	\$68,856
K	BV	Hydraulic Modeling Refinement		24		24		40																		88	\$27,352
L	BV	Pipeline Basis of Design Memorandum Update		8			16		24																	48	\$11,856
M	AE2S	Front-End Documents Customization		16		16																				32	\$9,728
N	AE2S	60-Percent CDs (Level 2 Design)		12		16					20	48	64													160	\$38,176
O	AE2S	90-Percent CDs (Level 3 Design)		12		16					16	24	40													108	\$26,304
P	BV	OPCCs		8			8			16		40	24					8	60	144						308	\$64,872
Q	BV	Quality Assurance/Quality Control																							40	40	\$12,880
PROJECT TOTALS			108	388	20	272	44	64	24	96	66	206	428	68	188	80	68	8	60	144	52	71	35	48	80	2,618	\$632,393



Garrison
DIVERSION

Garrison Diversion Conservency District
Task Order 5325 - ENDAWS Transmission Pip
BV Project No. TBD
Black & Veatch & Consultants

		Position	Expense Detail	Expense Detail	Sub Consult	Sub Consultant	Expense Detail	Sub Consult	Sub Consultant	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
Task	Lead Firm	Task Description														
			HOBACCA	Misc	AE2S Hrs	AE2S Fee	AE2S Sub Markup	Subs Hrs	Subs Fee (MTS,KLJ, PSC, ETC.)	Sub Markup	Travel Expense	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES																
1	BV	Task Order Management and Administration	\$4,030	\$858	230	\$59,766	\$2,989	18	\$3,000	\$150	\$3,800	\$74,593	440	\$112,673	\$74,593	\$187,266
A	BV	Project Mgmt (1 3-dy trp; x2)	\$586	\$858	28	\$8,627	\$431	6	\$1,000	\$50	\$3,800	\$15,352	64	\$20,848	\$15,352	\$36,200
B	BV	Administration	\$1,539		26	\$7,993	\$400	6	\$1,000	\$50		\$10,982	168	\$36,608	\$10,982	\$47,590
C	AE2S	Progress Reports	\$595		88	\$21,573	\$1,079	6	\$1,000	\$50		\$24,297	65	\$14,715	\$24,297	\$39,012
D	AE2S	Schedule Updates	\$183		88	\$21,573	\$1,079	0		\$0		\$22,835	20	\$6,520	\$22,835	\$29,355
E	BV	Management of Subconsultants	\$1,127		0	\$0	\$0	0		\$0		\$1,127	123	\$33,982	\$1,127	\$35,109
2	BV	Special Project and Third-Party Meetings	\$898	\$0	232	\$53,305	\$2,665	0	\$0	\$0	\$0	\$56,868	98	\$29,312	\$56,868	\$86,180
A	BV	Special Project Meetings	\$0		0	\$0	\$0	0		\$0		\$0	0	\$0	\$0	\$0
i	BV	TO Initiation Meeting	\$110		56	\$13,129	\$656	0		\$0		\$13,895	12	\$3,560	\$13,895	\$17,455
ii	AE2S	Post Fld Invest Alignment Update Mtg	\$183		40	\$9,141	\$457	0		\$0		\$9,781	20	\$5,816	\$9,781	\$15,597
B	BV	Third Party Meetings	\$0		0	\$0	\$0	0		\$0		\$0	0	\$0	\$0	\$0
i	BV	Stakeholder Meetings (LAWA TAC x 1)	\$147		14	\$2,936	\$147	0		\$0		\$3,230	16	\$5,220	\$3,230	\$8,450
ii	AE2S	Design Meetings for Utility Coordination	\$183		122	\$28,098	\$1,405	0		\$0		\$29,686	20	\$5,816	\$29,686	\$35,502
iii	BV	Funding Agency Meetings	\$275		0	\$0	\$0	0		\$0		\$275	30	\$8,900	\$275	\$9,175
3	AE2S	Landowner Comm & Easement Modifications	\$220	\$0	148	\$37,191	\$1,860	0	\$0	\$0	\$0	\$39,271	24	\$7,120	\$39,271	\$46,391
A	AE2S	Landowner Notifications	\$110		82	\$15,639	\$782	0		\$0		\$16,531	12	\$3,560	\$16,531	\$20,091
B	AE2S	Landowner Coordination	\$110		66	\$21,552	\$1,078	0		\$0		\$22,740	12	\$3,560	\$22,740	\$26,300
4	BV	Field Services	\$4,104	\$1,000	382	\$89,079	\$4,454	1,441	\$252,000	\$12,600	\$3,800	\$367,037	448	\$100,268	\$367,037	\$467,305
A	MTS	Soil Borings	\$2,162		122	\$28,524	\$1,426	1,143	\$200,000	\$10,000		\$242,112	236	\$41,384	\$242,112	\$283,496
B	AE2S	Limited Topographic Surveying	\$73		156	\$34,333	\$1,717	0		\$0		\$36,123	8	\$2,344	\$36,123	\$38,467
C	BV	Stray Current Fld Investigation (1 3-dy trp; x1)	\$1,081	\$1,000	0	\$0	\$0	0		\$0	\$3,800	\$5,881	118	\$30,064	\$5,881	\$35,945
D	AE2S	Alignment Site Visits for Contract 2	\$165		104	\$26,222	\$1,311	0		\$0		\$27,698	18	\$5,164	\$27,698	\$32,862
E	Ultieg	USFWS Permits and/or Licenses	\$403		0	\$0	\$0	172	\$30,000	\$1,500		\$31,903	44	\$13,476	\$31,903	\$45,379
F	Ultieg	Supplemental EIS Memorandum	\$220		0	\$0	\$0	126	\$22,000	\$1,100		\$23,320	24	\$7,836	\$23,320	\$31,156
5	BV	Final Design Services	\$14,730	\$2,000	2,280	\$504,866	\$25,243	344	\$60,000	\$3,000	\$0	\$609,839	1,608	\$383,020	\$609,839	\$992,859
A	AE2S	Design Team Conference Calls (12)	\$623		164	\$41,034	\$2,052	0		\$0		\$43,709	68	\$21,344	\$43,709	\$65,053
B	BV	Design Guidance Manual Update	\$605		0	\$0	\$0	0		\$0		\$605	66	\$14,548	\$605	\$15,153
C	BV	Geotechnical Baseline Report	\$1,905		0	\$0	\$0	0		\$0		\$1,905	208	\$45,620	\$1,905	\$47,525
D	BV	Geotechnical Design Memorandum/GDR	\$1,282		0	\$0	\$0	0		\$0		\$1,282	140	\$29,008	\$1,282	\$30,290
E	PSC	Soils Classifications and Quantities	\$37		34	\$7,010	\$350	172	\$30,000	\$1,500		\$38,897	4	\$1,304	\$38,897	\$40,201
F	AE2S	Utility Coordination	\$37		162	\$34,146	\$1,707	0		\$0		\$35,890	4	\$1,304	\$35,890	\$37,194
G	AE2S	Subsurface Utility Engineering	\$0		0	\$0	\$0	0		\$0		\$0	0	\$0	\$0	\$0
i	AE2S	SUE Surveys	\$55		154	\$37,164	\$1,858	0		\$0		\$39,077	6	\$1,668	\$39,077	\$40,745
ii	AE2S	Vacuum Extractions (5)	\$55		96	\$22,357	\$1,118	172	\$30,000	\$1,500		\$55,030	6	\$1,668	\$55,030	\$56,698
H	AE2S	Utility Relocations Coordination	\$55		70	\$14,162	\$708	0		\$0		\$14,925	6	\$1,668	\$14,925	\$16,593



Garrison Diversion Conservency District

Task Order 5325 - ENDAWS Transmission Pip

BV Project No. TBD

Black & Veatch & Consultants

		Position	Expense Detail	Expense Detail	Sub Consult	Sub Consultant	Expense Detail	Sub Consult	Sub Consultant	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
Task	Lead Firm	Task Description														
			HOBACCA	Misc	AE2S Hrs	AE2S Fee	AE2S Sub Markup	Subs Hrs	Subs Fee (MTS,KLJ, PSC, ETC.)	Sub Markup	Travel Expense	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
I	AE2S	Permitting	\$147		304	\$69,447	\$3,472	0		\$0		\$73,066	16	\$4,864	\$73,066	\$77,930
J	BV	Pipeline Corrosion Protection System Services	\$2,748		0	\$0	\$0	0		\$0		\$2,748	300	\$68,856	\$2,748	\$71,604
K	BV	Hydraulic Modeling Refinement	\$806		0	\$0	\$0	0		\$0		\$806	88	\$27,352	\$806	\$28,158
L	BV	Pipeline Basis of Design Memorandum Update	\$440		0	\$0	\$0	0		\$0		\$440	48	\$11,856	\$440	\$12,296
M	AE2S	Front-End Documents Customization	\$293		112	\$28,232	\$1,412	0		\$0		\$29,937	32	\$9,728	\$29,937	\$39,665
N	AE2S	60-Percent CDs (Level 2 Design)	\$1,466	\$1,000	620	\$130,074	\$6,504	0		\$0		\$139,044	160	\$38,176	\$139,044	\$177,220
O	AE2S	90-Percent CDs (Level 3 Design)	\$989	\$1,000	500	\$106,239	\$5,312	0		\$0		\$113,540	108	\$26,304	\$113,540	\$139,844
P	BV	OPCCs	\$2,821		64	\$15,000	\$750	0		\$0		\$18,571	308	\$64,872	\$18,571	\$83,443
Q	BV	Quality Assurance/Quality Control	\$366		0	\$0	\$0	0		\$0		\$366	40	\$12,880	\$366	\$13,246
PROJECT TOTALS			\$23,982	\$3,858	3,272	\$744,206	\$37,211	1,803	\$315,000	\$15,750	\$7,600	\$1,147,607	2,618	\$632,393	\$1,147,607	\$1,780,000



Garrison Diversion Conservency District
Task Order 5325 - ENDAWS Transmission Pipeline Contract 2 Partial Final Design Services
BV Project No. TBD
AE2S

		Position	PM6	PM5	PM4	ENGI	ENGII	SD2	ET5	PMIII	LSIV	LS2	GISV	COMIII	ADM III	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
Task	Lead Firm	Task Description	Principal	Project Manager	Technical Expert QA/QC	Design Engineer	Staff Engineer	Senior Designer	CAD Tech	Surveyor Manager	Land Surveyor	Land Surveyor	GIS	Communications	Admin	AE2S Level of Effort (hrs)	Labor Cost	Travel	Misc	Survey Equip	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES																									
1		Task Order Management and Administration	30	120	0	40	0	0	0	0	0	0	0	20	20	230	\$59,766	\$0	\$0	\$0	\$0	230	\$59,766	\$0	\$59,766
A	BV	Project Mgmt (1 3-dy trp; x2)	8	20												28	\$8,627	\$0			\$0	28	\$8,627	\$0	\$8,627
B	BV	Administration	6	20												26	\$7,993				\$0	26	\$7,993	\$0	\$7,993
C	AE2S	Progress Reports	8	40		20								10	10	88	\$21,573				\$0	88	\$21,573	\$0	\$21,573
D	AE2S	Schedule Updates	8	40		20								10	10	88	\$21,573				\$0	88	\$21,573	\$0	\$21,573
E	BV	Management of Subconsultants														0	\$0				\$0	0	\$0	\$0	\$0
2	BV	Special Project and Third-Party Meetings	12	48	10	46	46	0	0	14	0	0	26	18	12	232	\$52,305	\$1,000	\$0	\$0	\$1,000	232	\$52,305	\$1,000	\$53,305
A	BV	Special Project Meetings														0	\$0				\$0	0	\$0	\$0	\$0
i	BV	TO Initiation Meeting	2	12	2	12	12	0	0	12	0	0	0	0	4	56	\$13,129	\$0			\$0	56	\$13,129	\$0	\$13,129
ii	AE2S	Post Fld Invest Alignment Update Mtg	2	8	2	8	8	0	0	2	0	0	8	0	2	40	\$9,141	\$0			\$0	40	\$9,141	\$0	\$9,141
B	BV	Third Party Meetings														0	\$0				\$0	0	\$0	\$0	\$0
i	BV	Stakeholder Meetings (LAWA TAC x 1)		4		2	2						2	2	2	14	\$2,936	\$0			\$0	14	\$2,936	\$0	\$2,936
ii	AE2S	Design Meetings for Utility Coordination	8	24	6	24	24						16	16	4	122	\$27,098	\$1,000			\$1,000	122	\$27,098	\$1,000	\$28,098
iii	BV	Funding Agency Meetings														0	\$0				\$0	0	\$0	\$0	\$0
3		Landowner Comm & Easement Modifications	0	38	0	6	24	0	0	16	0	0	40	0	24	148	\$32,191	\$5,000	\$0	\$0	\$5,000	148	\$32,191	\$5,000	\$37,191
A	AE2S	Landowner Notifications		8		2	20			8			24		20	82	\$15,639				\$0	82	\$15,639	\$0	\$15,639
B	AE2S	Landowner Coordination		30		4	4			8			16		4	66	\$16,552	\$5,000			\$5,000	66	\$16,552	\$5,000	\$21,552
4		Field Services	2	38	2	24	48	0	0	24	100	100	40	0	4	382	\$76,079	\$8,000	\$0	\$5,000	\$13,000	382	\$76,079	\$13,000	\$89,079
A	MTS	Soil Borings		10			16			8	40	40	8			122	\$23,524	\$3,000		\$2,000	\$5,000	122	\$23,524	\$5,000	\$28,524
B	AE2S	Limited Topographic Surveying		4			8			16	60	60	8			156	\$29,333	\$2,000		\$3,000	\$5,000	156	\$29,333	\$5,000	\$34,333
C	BV	Stray Current Fld Investigation (1 3-dy trp; x1)														0	\$0				\$0	0	\$0	\$0	\$0
D	AE2S	Alignment Site Visits for Contract 2	2	24	2	24	24						24		4	104	\$23,222	\$3,000			\$3,000	104	\$23,222	\$3,000	\$26,222
E	Ultieg	USFWS Permits and/or Licenses														0	\$0	\$0			\$0	0	\$0	\$0	\$0
F	Ultieg	Supplemental EIS Memorandum														0	\$0	\$0			\$0	0	\$0	\$0	\$0
5		Final Design Services	42	234	174	386	464	400	180	50	52	80	152	20	46	2,280	\$492,366	\$6,500	\$0	\$6,000	\$12,500	2,280	\$492,366	\$12,500	\$504,866
A	AE2S	Design Team Conference Calls (12)	12	48	12	24	24			24			12	4	4	164	\$41,034				\$0	164	\$41,034	\$0	\$41,034
B	BV	Design Guidance Manual Update														0	\$0				\$0	0	\$0	\$0	\$0
C	BV	Geotechnical Baseline Report														0	\$0				\$0	0	\$0	\$0	\$0
D	BV	Geotechnical Design Memorandum/GDR														0	\$0				\$0	0	\$0	\$0	\$0
E	PSC	Soils Classifications and Quantities		2	0	4	8						20			34	\$7,010				\$0	34	\$7,010	\$0	\$7,010
F	AE2S	Utility Coodination		20	4	20	40	20			12		40		6	162	\$34,146				\$0	162	\$34,146	\$0	\$34,146
G	AE2S	Subsurface Utility Engineering														0	\$0				\$0	0	\$0	\$0	\$0
i	AE2S	SUE Surveys		4	2	4	20	20		20	40	40			4	154	\$30,164	\$4,000		\$3,000	\$7,000	154	\$30,164	\$7,000	\$37,164
ii	AE2S	Vacuum Extractions (5)		4	2	4	40			2	0	40			4	96	\$16,857	\$2,500		\$3,000	\$5,500	96	\$16,857	\$5,500	\$22,357
H	AE2S	Utility Relocations Coordination		4	2	20	40			4						70	\$14,162				\$0	70	\$14,162	\$0	\$14,162



Garrison Diversion Conservency District
Task Order 5325 - ENDAWS Transmission Pipeline Contract 2 Partial Final Design Services
BV Project No. TBD
AE2S

		Position	PM6	PM5	PM4	ENGI	ENGI	SD2	ET5	PMIII	LSIV	LS2	GISV	COMIII	ADM III	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
Task	Lead Firm	Task Description	Principal	Project Manager	Technical Expert QA/QC	Design Engineer	Staff Engineer	Senior Designer	CAD Tech	Surveyor Manager	Land Surveyor	Land Surveyor	GIS	Communications	Admin	AE2S Level of Effort (hrs)	Labor Cost	Travel	Misc	Survey Equip	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
I	AE2S	Permitting	4	20	80	80	40	20					40	16	4	304	\$69,447				\$0	304	\$69,447	\$0	\$69,447
J	BV	Pipeline Corrosion Protection System Services														0	\$0				\$0	0	\$0	\$0	\$0
K	BV	Hydraulic Modeling Refinement														0	\$0				\$0	0	\$0	\$0	\$0
L	BV	Pipeline Basis of Design Memorandum Update														0	\$0				\$0	0	\$0	\$0	\$0
M	AE2S	Front-End Documents Customization		40	24	40									8	112	\$28,232				\$0	112	\$28,232	\$0	\$28,232
N	AE2S	60-Percent CDs (Level 2 Design)	12	40	20	80	140	200	100				20		8	620	\$130,074				\$0	620	\$130,074	\$0	\$130,074
O	AE2S	90-Percent CDs (Level 3 Design)	12	40	20	80	100	140	80				20		8	500	\$106,239				\$0	500	\$106,239	\$0	\$106,239
P	BV	OPCCs	2	12	8	30	12									64	\$15,000				\$0	64	\$15,000	\$0	\$15,000
Q	BV	Quality Assurance/Quality Control														0	\$0				\$0	0	\$0	\$0	\$0

ATTACHMENT E
PARTIAL FINAL DESIGN SERVICES SCHEDULE

DRAFT

March 20, 2025
 ENDAWS TO 5325 - ETP Ct 2 Part Fnl Dn Srvs Schedule

E-2 of 2

ENDAWS Task Order 5325
 ETP Ct 2 Partial Final Design Services



2023 to 2025 Biennium Work Plan

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

April 8, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	Garrison Diversion Conservancy District Budget	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.		GDCCD									
	Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here. Need: Budget allocation for GDCCD direct costs associated with the Red River Valley Water Supply Project.							\$ 1.00	\$ 0.75	\$ 0.25			
2.	Property, Easements, and Crop Damage Payments⁴	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.		RRVWSP				\$ 2.21	\$ 1.66	\$ 0.55			
	Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners.				ENDAWS	\$ 0.49	\$ 0.37	\$ 0.12					
	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.				ENDAWS Facilities	\$ 2.00	\$ 1.50	\$ 0.50					
3.	Transmission Pipeline East Contract 5C	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Jul-23 Nov-23	Prof Svcs Const, 2026 Fin							\$ 5.64	\$ 4.23	\$ 1.41
	Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.										\$ 76.66	\$ 57.50	\$ 19.17
4.	Transmission Pipeline East Contract 5D	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.	Jul-23 Oct-23	Prof Svcs Const, 2026 Fin							\$ 5.47	\$ 4.10	\$ 1.37
	Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.										\$ 59.38	\$ 44.53	\$ 14.84
5.	RRV Transmission Pipeline Contract 6A	6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.	Jul-23 Dec-24	Prof Svcs Const, 2027 Fin							\$ 5.47	\$ 4.10	\$ 1.37
	Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.										\$ 52.53	\$ 39.40	\$ 13.13
6.	ENDAWS Transmission Pipeline Contract 3	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									
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.				\$ 3.06	\$ 2.29	\$ 0.76						



2023 to 2025 Biennium Work Plan

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

April 8, 2025

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



2023 to 2025 Biennium Work Plan

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

April 8, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
14.	Outreach, PIng, and Design to Secure User Commitments Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Aug-23	Prof Svcs				\$ 1.69	\$ 1.27	\$ 0.42			
	Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.												
15.	Operational Planning and Asset Management Phase 3 Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes.	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			
	Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.												
16.	Financial Planning Support Scope: Continue to refine the financial model and provide scenarios as required to support users and the program.	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			
	Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.												
17.	Additional End User Outreach Scope: Branch pipeline conceptual designs and other consulting assistance to potential end users.	Conceptual designs and other consulting support to support end user understanding of core pipeline and applicable branch pipeline CapEx necessary to secure MOU signatures.		Prof Svcs				\$ -	\$ -	\$ -			
	Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.												
18.	McClusky Canal Hydraulic & Water Quality Investigation Scope: Study and report on operation of the McClusky Canal to reliably supply flow to irrigators and the ENDAWS project.	Evaluate canal improvements necessary to deliver flows. Develop operational plan to supply irrigators and ENDAWS/RRVWSP system while improving delivered water quality.	Apr-25	Prof Svcs	\$ 0.44	\$ 0.33	\$ 0.11						
	Need: The McClusky Canal and the Snake Creek Pumping Plant are critical components of the ENDAWS/RRVWSP system.												
19.	ENDAWS Facilities Site Development Contract 1 Scope: Final design and bidding assistance with partial execution of the construction work by GDCD.	Access roads to proposed site of new Biota WTP, mass grading to prepare for structure construction, and temporary excavation support system for intake pumping station wetwell.	Apr-25	Prof Svcs	\$ 0.88	\$ 0.66	\$ 0.22						
	Need: Provide site access for construction and ready site for substantial facilities construction beginning in 2028.												
20.	ENDAWS BWTP Piloting and Treatability Study Scope: water treatment piloting of preliminarily selected treatment processes with a 3-month duration.	Pilot scale treatment train consisting of preliminary treatment, UV disinfection, chlorination, and residual chloramine treatment.	Apr-25	Prof Svcs		\$ -	\$ -	\$ 0.87	\$ 0.65	\$ 0.22			
	Need: Process demonstration necessary to make sure water quality treatment objectives can be met with selections.												



2023 to 2025 Biennium Work Plan

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

April 8, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
21.	ENDAWS Facilities Supplemental Geotechnical Invest.	Geotechnical borings; soil charicterization, sampling and testing; and reporting to fully inform design team and contractors of on-site insitu soil charactersitics.	Apr-25	Prof Svrs									
	Scope: Additional borings and soil sampling expanding upon the initial program implemented during preliminary design.				\$ 0.89	\$ 0.66	\$ 0.22						
	Need: More data needed to properly design foundations, structures, pavement, etc. for the new facilities.												
22.	ENDAWS Facilities Utility Extensions Study	Evaluate substation needs and routing of 15 to 25 miles of high-voltate power lines to serve the new biota water Treatment plant		Prof Svrs									
	Scope: Study and report of electrical service extension to serve the new biota water Treatment plant		\$ -		\$ -	\$ -							
	Need: There have been no recent studies of electrical service infrastructure necessary at the McClusky facilities site.												
23.	ENDAWS Transmission Pipeline Contract 2	10± mi of 72" pipeline, including one 96" diameter tunnels. Pipeline extends from ND Highway 14 east to the connection point with Contract 3.	Apr-25	Prof Svrs									
	Scope: Final design (30% docs to 90% plans and specs).				\$ 1.78	\$ 1.34	\$ 0.45						
	Need: Have next pipeline section nearly ready so when Federal funding is secured/allocated design can quickly be completed and construction can proceed.												
24.	ENDAWS Transmission Pipeline Contract 1	11± mi of 72" pipeline, including uup to five 96" diameter tunnels. Pipeline extends from BWTP at McClusky Canal east to ND Highway 14 connection point with Contract 2.	Apr-25	Prof Svrs									
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.				\$ 1.95	\$ 1.46	\$ 0.49						
	Need: Have next pipeline section bid-ready so when Federal funding is secured/allocated construction can proceed.												
25.	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									
	Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.51	\$ 4.88	\$ 1.63
	Need: Address and pay for changes that are sure to occur.												
TOTAL PROGRAM BUDGET					\$ 15.48	\$ 11.61	\$ 3.87	\$ 18.87	\$ 14.15	\$ 4.72	\$ 211.65	\$ 158.74	\$ 52.91

Notes:

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



Draft 2025 to 2027 Biennium Work Plan

(\$346M Total Funding: \$0 Federal; \$259.5M State; \$86.5M Local Users)

April 9, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 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	Garrison Diversion's costs for the RRVWSP.	--	GD CD									
	Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here.							\$ 1.00	\$ 0.75	\$ 0.25			
	Need: Budget allocation for GD CD direct costs associated with the Red River Valley Water Supply Project.												
2.	Property, Easements, and Crop Damage Payments⁴	Easements for Washburn transmission main. Pay for crop damages program wide.	--	Crp Dmg									
	Scope: Crop damage payments to landowners.							\$ 1.82	\$ 1.37	\$ 0.46			
	Need: Treat landowners right and live up to commitments.												
3.	Red River Valley Transmission Pipeline Contract 6B	9.2± mi of 72" pl, including one 96" tunnel. Pipeline extends east from Contract 6A northeast of Kensal to a termination point southeast of Glenfield.	Jul-25	Prof Srvs							\$ 5.70	\$ 4.28	\$ 1.43
	Scope: Pipeline installation, including construction phase engineering services by Engineer.												
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.				Jul-25						\$ 64.26	\$ 48.20	\$ 16.07
4.	Red River Valley Transmission Pipeline Contract 6C	8.4± miles of 72" pl, including three 96" tunnels. Pipeline section extends east from Ct 6B near Glenfield to a termination point south of Sutton.	Jul-25	Prof Srvs							\$ 5.70	\$ 4.28	\$ 1.43
	Scope: Pipeline installation, including construction phase engineering services by Engineer.												
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.				Jul-25						\$ 73.78	\$ 55.34	\$ 18.45
5.	Red River Valley Transmission Pipeline Contract 7A	6.5± mi of 72" pl, including three 96" tunnels. Pl section extends east from Ct 6C near Sutton to a termination point south of Cooperstown.	Jul-25	Prof Srvs							\$ 5.70	\$ 4.28	\$ 1.43
	Scope: Pipeline installation, including construction phase engineering services by Engineer.												
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.				Jul-25						\$ 59.82	\$ 44.87	\$ 14.96
6.	Red River Valley Transmission Pipeline Contract 7B	7.1± mi of 72" pl, including one 96" tunnel. Pl section extends east from Ct 7A south of Cooperstown to a termination point at the Outfall to the Sheyenne River near bible camp.	Jul-25	Prof Srvs							\$ 5.70	\$ 4.28	\$ 1.43
	Scope: Pipeline installation, including construction phase engineering services by Engineer.												
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.				Jul-25						\$ 64.18	\$ 48.14	\$ 16.05
7.	Transmission Pipeline East Contract 4C	9± mi of 72" pl, including 96" tunnels. Pipeline section extends west from Ct 5D near Sykeston to a termination point 9 miles west.		Prof Srvs									
	Scope: Pipeline installation, including construction phase engineering services by Engineer.										\$ -	\$ -	\$ -
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.										\$ -	\$ -	\$ -



Draft 2025 to 2027 Biennium Work Plan

(\$346M Total Funding: \$0 Federal; \$259.5M State; \$86.5M Local Users)

April 9, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
8.	McClusky Facilities Final Design Services & Bidding Assist	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Oct-25	Prof Svcs	\$ 15.00	\$ 11.25	\$ 3.75						
	Scope: Final designs for McClusky Intake Pumping Station, Biota WTP, and McClusky Main Pumping Station.												
	Need: Complete design so bids can be obtained for constructing the facilities.												
9.	MO River Intake Pump Sta, Trans Main, & Utilities Ext Contr 3	Raw water pumping station and transmission main from Missouri River Pumping Station to the City of Washburn water treatment plant.	Jul-25	Prof Svcs				\$ 0.40	\$ 0.30	\$ 0.10			
	Scope: Final design, construction, and construction phase services for pumping station and transmission pl for Washburn.												
	Need: Advance design, obtain bids, and construct new raw water supply for City of Washburn.												
10.	McClusky Facilities Wetwell Excavation & Site Dev Contr 1	Access road improvements from Highway 200 north to the future bwtp site. Mass excavation of site and excavation of intake ps shaft and temp excavation support system.	Apr-26	Prof Svcs							\$ 1.20	\$ 0.90	\$ 0.30
	Scope: Construction and construction phase services.												
	Need: Prepare site and ready it for future construction of the biota water treatment plant.												
11.	McClusky Facilities Intake, Tunnel, & Shaft Liner Contr 2	Passive intake screens and structure on the McClusky Canal along with a 72" tunnel to the shaft/pumping station wetwell. Concrete shaft liner inside circular shaft excavated under Contr 1.	Jan-26	Prof Svcs	\$ 2.00	\$ 1.50	\$ 0.50				\$ -	\$ -	\$ -
	Scope: Final design and bidding assistance.												
	Need: Complete specialty work ahead of the main biota water treatment plant construction.												
12.	McClusky Facilities Utility Extensions Design	Electrical system design to support a new power supply to the bwtp and associated pumping stations.	Jan-26	Prof Svcs	\$ 1.50	\$ 1.13	\$ 0.38						
	Scope: Final design services and bidding assistance.												
	Need: There is not 3-phase power available at the site so one needs to be developed to supply power needs of new facility.												
13.	PMIS Annual Licenses & Continued Maint/Upgrades	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of contractors/ subcontractors and workflow/report additions and mods.	Oct-25	Prof Svcs				\$ 0.50	\$ 0.38	\$ 0.13			
	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.												
14.	Program Management Support	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Jul-25	Prof Svcs				\$ 0.75	\$ 0.56	\$ 0.19			
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion.												
	Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.												



Draft 2025 to 2027 Biennium Work Plan

(\$346M Total Funding: \$0 Federal; \$259.5M State; \$86.5M Local Users)

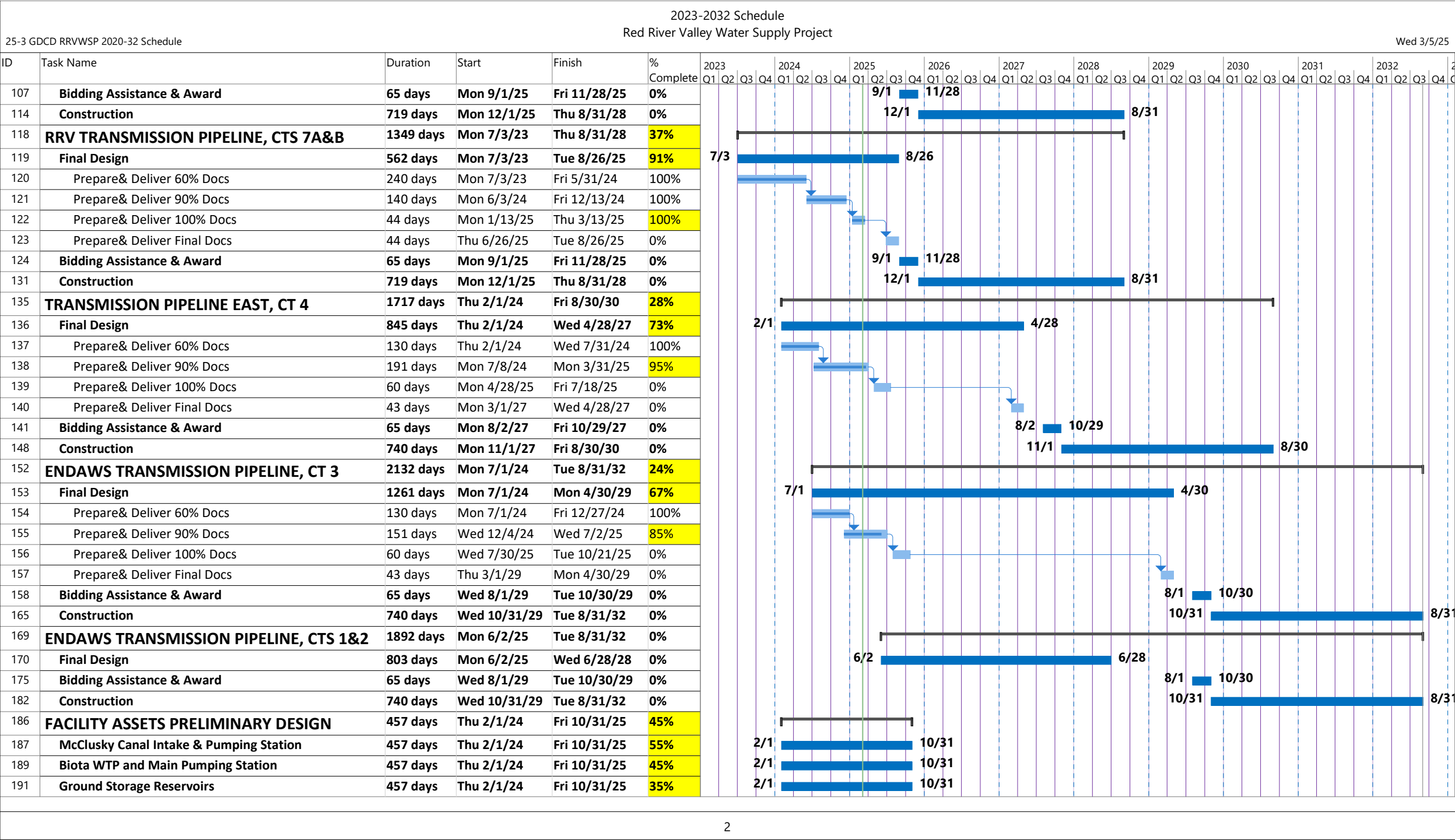
April 9, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
15.	Project Participation Agreement Support	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Jul-25	Prof Svrs				\$ 2.00	\$ 1.50	\$ 0.50			
	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.												
16.	Operational Planning Phase 4	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.		Prof Svrs				\$ 1.50	\$ 1.13	\$ 0.38			
	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.												
17.	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.		Prof Svrs				\$ 0.60	\$ 0.45	\$ 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.												
18.	Contingency	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	N/A	GDCD	\$ 0.93	\$ 0.70	\$ 0.23	\$ 0.43	\$ 0.32	\$ 0.11	\$ 15.13	\$ 11.35	\$ 3.78
	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					\$ 19.43	\$ 14.57	\$ 4.86	\$ 9.00	\$ 6.75	\$ 2.25	\$ 317.57	\$ 238.18	\$ 79.39

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.
- Green text indicates priority 1 items totaling approximately \$200M. Blue text indicates priority 2 items and when added to Priority 1 items totals approximately \$266.7 million. Orange text indicates priority 3 items and when totaled with Priority 1 and Priority 2 items totals approximately \$294.8 million. Purple text indicates priority 4 items summing to the funding ceiling of \$346M.

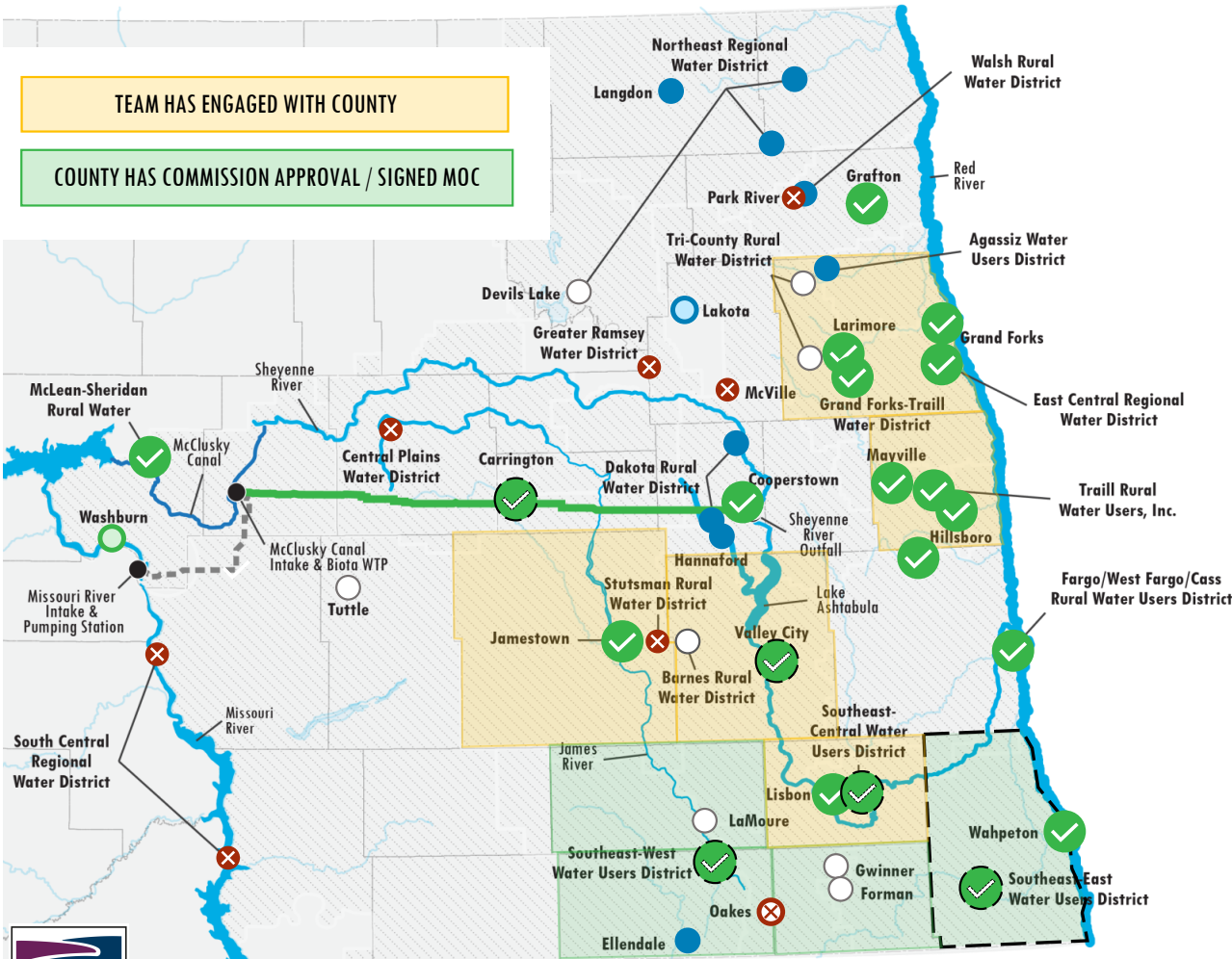
ID	Task Name	Duration	Start	Finish	% Complete	2023				2024				2025				2026				2027				2028				2029				2030				2031				2032			
						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
1	EARLY-OUT PROJECTS	497 days	Mon 10/19/20	Tue 9/13/22	100%																																								
32	MRI, SCREEN STRUCTURE & TUNNEL, CT 2	727 days	Thu 10/1/20	Fri 7/14/23	100%																																								
48	TRANSMISSION PIPELINE EAST, CT 5B	699 days	Thu 7/1/21	Tue 3/5/24	93%																																								
49	Final Design Wrap-up	107 days	Thu 7/1/21	Fri 11/26/21	100%																																								
52	Bidding Assistance & Award	65 days	Mon 11/29/21	Fri 2/25/22	100%																																								
59	Construction 5B - Garney (9 miles)	527 days	Mon 2/28/22	Tue 3/5/24	91%																																								
60	Substantial Completion	485 days	Mon 2/28/22	Fri 1/5/24	99%																																								
61	Final Completion	42 days	Mon 1/8/24	Tue 3/5/24	0%																																								
62	TRANSMISSION PIPELINE EAST, CTS 5C&D	1261 days	Fri 10/1/21	Fri 7/31/26	65%																																								
63	Final Design Wrap-up	456 days	Fri 10/1/21	Fri 6/30/23	100%																																								
67	Bidding Assistance & Award	109 days	Mon 7/3/23	Thu 11/30/23	100%																																								
74	Construction 5C - Oscar Renda (8 miles)	713 days	Wed 11/8/23	Fri 7/31/26	52%																																								
75	Initial Pipe Submittals, Fab, & Delivery	148 days	Wed 11/8/23	Fri 5/31/24	100%																																								
76	Pipe Installation	370 days	Mon 6/3/24	Fri 10/31/25	45%																																								
77	Testing and Substantial Completion	43 days	Wed 4/1/26	Fri 5/29/26	0%																																								
78	Final Completion	45 days	Mon 6/1/26	Fri 7/31/26	0%																																								
79	Construction 5D - Carstensen (10 miles)	726 days	Fri 10/20/23	Fri 7/31/26	52%																																								
80	Initial Pipe Submittals, Fab, & Delivery	161 days	Fri 10/20/23	Fri 5/31/24	100%																																								
81	Pipe Installatton	370 days	Mon 6/3/24	Fri 10/31/25	43%																																								
82	Testing and Substantial Completion	43 days	Wed 4/1/26	Fri 5/29/26	0%																																								
83	Restoration and Final Completion	45 days	Mon 6/1/26	Fri 7/31/26	0%																																								
84	RRV TRANSMISSION PIPELINE, CT 6A	1500 days	Mon 11/1/21	Fri 7/30/27	51%																																								
85	Final Design	695 days	Mon 11/1/21	Fri 6/28/24	100%																																								
90	Bidding Assistance & Award	86 days	Mon 9/23/24	Mon 1/20/25	100%																																								
97	Construction - Carstensen (7 miles)	670 days	Mon 1/6/25	Fri 7/30/27	8%																																								
98	Submittals; Initial Pipe Fab & Delivery	106 days	Mon 1/6/25	Mon 6/2/25	45%																																								
99	Pipe Installation	369 days	Tue 6/3/25	Fri 10/30/26	0%																																								
100	Testing, Final Restoration, & Cleanup	87 days	Thu 4/1/27	Fri 7/30/27	0%																																								
101	RRV TRANSMISSION PIPELINE, CTS 6B&C	1784 days	Mon 11/1/21	Thu 8/31/28	41%																																								
102	Final Design	956 days	Mon 11/1/21	Mon 6/30/25	98%																																								
103	Prepare & Deliver 60% Docs	215 days	Mon 11/1/21	Fri 8/26/22	100%																																								
104	Prepare & Deliver 90% Docs	132 days	Mon 8/29/22	Tue 2/28/23	100%																																								
105	Prepare & Deliver 100% Docs	88 days	Thu 8/1/24	Mon 12/2/24	100%																																								
106	Prepare & Deliver Final Docs	43 days	Thu 5/1/25	Mon 6/30/25	75%																																								



2

380

RRVWSP Prospective Users Update



TEAM HAS ENGAGED WITH COUNTY

COUNTY HAS COMMISSION APPROVAL / SIGNED MOC

GENERAL PROJECT RESPONSE	PREVIOUS ASSUMPTION	PROJECTED
✓ Signed MOCs	142.15 cfs	144.32 cfs*
● Board/Commission Approval	2.00 cfs	4.00 cfs*
○ Nomination Change*	----	---
● Positive	5.95 cfs	5.95 cfs
○ Unknown/Has Concerns	2.53 cfs	0.00 cfs
✗ Declined	6.60 cfs	0.00 cfs
Subtotal: 2016 Development Agreements	159.23 cfs	154.27 cfs
NEW USER ADDITIONS		
■ County Additions	8.00 cfs	8.00 cfs
● Signed New Municipalities	0.45 cfs	0.45 cfs
● Interested Municipalities	0.20 cfs	0.20 cfs
✗ New Municipality Declinations**	(0.60) cfs	(0.60) cfs
■ Engaged Counties	0.00 cfs	TBD
○ To Be Engaged Counties	0.00 cfs	TBD
Subtotal: Potential Additions	8.65 cfs	8.65 cfs

*Nomination Changes Included in Projected Values **TOTAL 167.88 cfs 162.92 cfs**

**Not Included in Total



April 8, 2025

RRVWSP Prospective Users Update

April 8, 2025

ANTICIPATED PROJECT PARTICIPANTS	NOMINATION (CFS)	GENERAL RESPONSE
Fargo/ West Fargo/ Cass Rural Water District	83.70	Signed Series D2 MOC
Grand Forks	28.10	Signed Series D2 MOC
Jamestown	11.00	Signed Series D2 MOC
Wahpeton	6.00	Signed MOC
East Central Regional Water District (Grand Forks Traill, Traill Rural, Larimore)	4.40 (3.00, 1.10, 0.30)	Signed MOC
Stutsman Rural Water District	4.00	Declined
Southeast Water Users District	4.00	Signed MOC
Richland County	4.00	Approved with Nomination Increase
Northeast Regional Water District / Langdon	3.20	Positive
Grafton	2.00	Signed Series D2 MOC
Valley City	2.00	Signed Series D2 MOC with Nomination Increase
Lisbon	1.00	Signed Series D2 MOC with Nomination Increase
Walsh Rural Water District	1.00	Positive
Agassiz Water District	1.00	Positive
Tri-County Rural Water District	1.00	On the Fence
Devils Lake	1.00	On the Fence with Discussion of Branch Pipeline Terminations
Greater Ramsey Rural Water	1.00	Declined
Dakota Rural Water District	0.70	Positive
Central Plains Water District	0.60	Declined
Oakes	0.60	Previously a Potential Addition, but has Now Declined
Carrington	0.50	Signed Series D2 MOC with Nomination Decrease
Mayville	0.50	Signed Series D2 MOC
Hillsboro	0.50	Signed Series D2 MOC
Barnes Rural Water District	0.50	Previously Withdrew but Reconsidering
South Central Regional Water District	0.50	Declined
Washburn	0.45	Signed MOC
McLean-Sheridan Water District	0.42	Signed MOC
Park River	0.40	Declined
Lakota	0.20	Potential Addition with Discussion of Branch Pipeline Terminations
Cooperstown	0.20	Signed Series D2 MOC
McVie	0.10	Declined
Hannaford	0.05	Will be served by Dakota Rural Water District in the future
Tuttle	0.02	On the fence
Forman	0.01	Considering
Sargent County	1.00	Signed MOC
LaMoure County	3.00	Signed MOC
Dickey County	4.00	Signed MOC
Ransom County	----	Team has Engaged with the County
Grand Forks County	----	Team has Engaged with the County
Traill County	----	Team has Engaged with the County
Stutsman County	----	Team has Engaged with the County
Barnes County	----	Team has Engaged with the County

RRVWSP MEMORANDUM OF COMMITMENT AND NOMINATION

THIS RED RIVER VALLEY WATER SUPPLY PROJECT (“RRVWSP” or “Project”) MEMORANDUM OF COMMITMENT AND NOMINATION (this “MOC”), dated April 15, 2025, ~~2024~~ (the “Effective Date”), by and between Richland County, a county (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 county. 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 4.00 cfs. Of this amount, Participant anticipates that its nomination would include 0.00 annually for domestic needs and 4.00 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.

PARTICIPANT

Richland County

By: Chairman

Name: [Signature]

Title: Commissioner

Date: 4.15.25

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

GARRISON DIVERSION CONSERVANCY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

LAKE AGASSIZ WATER AUTHORITY

By: _____

Name: _____

Its: _____

Date: _____

**INTERIM FINANCING AGREEMENT
SERIES E**

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

Dated as of _____, 2025

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INTERIM FINANCING AGREEMENT, SERIES E

THIS INTERIM FINANCING AGREEMENT, SERIES E (the “Series E Agreement”), is entered this _____ day of _____, 2025 (the “Effective Date”), by and between GARRISON DIVERSION CONSERVANCY DISTRICT, a governmental agency, body politic and corporate of the State of North Dakota (“Garrison Diversion”); LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate of the State of North Dakota (“LAWA”); CITY OF FARGO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Fargo”); and CITY OF GRAND FORKS, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Grand Forks”); individually, a “Party,” and collectively, the “Parties.” This Series E Agreement addresses the local cost share funding agreement for further design of the Eastern North Dakota Area Water Supply (“ENDAWS”).

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

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

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

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

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

WHEREAS, the Parties have not completed negotiations of the PPA and are still identifying which entities will ultimately participate in the Project. Garrison Diversion, LAWA, Fargo, and Grand Forks enter this Series E Agreement subject to the Parties’ obligations in certain previous Project financing agreements, including the Cooperation Agreement dated May 8, 2020, Interim Financing Agreement Series A dated November 15, 2020, Interim Financing Agreement Series B dated November 15, 2020, Interim Financing Agreement Series C dated August 5, 2021, Interim Financing Agreement Series D dated November 1, 2023, and Interim Financing Agreement Series D – Small Systems Amendment dated January 1, 2025. Through this Series E Agreement, the Parties wish to continue with design of the

ENDAWS component of the Project (“ENDAWS Project Costs,” see Exhibit A) despite not having final agreements in place on the PPA; and

WHEREAS, Fargo and Grand Forks herein agree to pay the entire local cost share of the ENDAWS Project Costs not otherwise covered by the State cost share, including any other non-reimbursable costs (collectively referred to as “Local Project Costs”). Fargo and Grand Forks’ respective financial obligations are prorated between them based upon each city’s water supply nomination and their resultant cost allocation percentages from the most recently adopted Tiered Cost Allocation Model. These payments are made by Fargo and Grand Forks on behalf of LAWA. Their respective payment obligations for the ENDAWS Project Costs are identified herein on Exhibit B, subject to reimbursement from other Project participants through the PPA once all Project participants are identified and the PPA is signed.

WHEREAS, Garrison Diversion and LAWA entered into a Cooperation Agreement dated May 8, 2020, which governs their general relationship. The terms of the Cooperation Agreement are incorporated herein by reference as if the terms are stated herein, and they apply to Fargo and Grand Forks in the same manner they apply to LAWA. If the specific terms of this Series E Agreement are inconsistent with the Cooperation Agreement in any manner, the terms of this Series E Agreement govern; and

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, Garrison Diversion, LAWA, Fargo, and Grand Forks agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS: All capitalized terms used, and not otherwise defined herein, shall have the meanings given to them in this Series E Agreement and as defined in the Cooperation Agreement unless a different meaning clearly applies from the context.

“CFS” shall mean cubic feet per second.

“Cooperation Agreement” means an agreement entered into between Garrison Diversion and LAWA dated May 8, 2020, which governs their general relationship.

“Debt Obligation” means any loan, note, bond, credit facility or other security instrument issued by a party to this Series E Agreement to provide either temporary or permanent financing of the Project.

“ENDAWS” means the Eastern North Dakota Area Water Supply, which is a Federal component of the Project that runs from an intake on the McClusky Canal to the RRVWSP main transmission pipeline.

“Interim Financing Agreement Series A” means the Interim Financing Agreement, Series A, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

“Interim Financing Agreement Series B” means the Interim Financing Agreement, Series B, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

“Interim Financing Agreement Series C” means the Interim Financing Agreement, Series C, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated August 5, 2021.

“Interim Financing Agreement Series D” means the Interim Financing Agreement, Series D, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 3, 2024.

“Interim Financing Agreement Series D – Small Systems Amendment” means the Interim Financing Agreement, Series D – Small Systems Amendment, by and between Garrison Diversion, LAWA, City of Carrington, City of Cooperstown, City of Fargo, City of Grand Forks, City of Hillsboro, City of Mayville, and City of Valley City, dated January 1, 2025.

“Interim Financing Agreement Series E” or “Series E Agreement” shall mean this Agreement.

“Project” means the Red River Valley Water Supply Project.

SECTION 1.02 INTERPRETATION. The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Series E Agreement. Any and all exhibits to this Series E Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined herein. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person’s permitted assigns, (iii) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Series E Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Series E Agreement, and (v) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to and including.”

(b) This Series E Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Series E Agreement or some provision of it or because that Party relies on a provision of this Series E Agreement to protect itself. The Parties acknowledge and agree that this Series E Agreement has been prepared jointly by the Parties and has been the subject of arm’s length and careful negotiation, that each Party has been given the opportunity to independently review this Series E Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Series E Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Series E Agreement, this Series E Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

ARTICLE II. CONSTRUCTION CONTEMPLATED

Section 2.01 INTENT. Through this Series E Agreement, Garrison Diversion, subject to reimbursement from Fargo and Grand Forks, agrees to finance the local cost share to allow Garrison Diversion to continue the development of the ENDAWS design and planning. The budget for the ENDAWS Project Costs is attached as Exhibit B, and the items to be financed through this Series E Agreement from ENDAWS Project Costs are identified in detail in Exhibit A.

Section 2.02 MEMBER ENTITY REPRESENTATIVE AND POINT OF CONTACT. As indicated in the Cooperation Agreement, LAWA will work collaboratively with Garrison Diversion in the planning, construction, and operation and maintenance for the Project. Additionally, LAWA and LAWA Members will continue to negotiate the PPA with Garrison Diversion that addresses capital repayment and operation and maintenance agreements on the full Project, as well as a water supply component outlining the agreement and terms on which LAWA and/or its member entities will purchase a bulk water supply from Garrison Diversion. Regardless of which member entities participate in this Series E Agreement, LAWA will be the point of contact for the users and will represent all LAWA member entities in discussion. Garrison Diversion will apprise LAWA of any LAWA user meetings on the Project and offer LAWA an opportunity to participate in any such user meetings.

Section 2.03 PROJECT GENERALLY. As indicated in the Cooperation Agreement and unless otherwise agreed between the Parties, Garrison Diversion shall finance, design, build, construct, own, maintain, and operate the features contemplated by this Series E Agreement. Garrison Diversion, in cooperation with LAWA as identified herein, may choose to use any legally authorized project delivery method to design, construct, own, maintain, and/or operate the construction features, as agreed under the terms of this, past and future agreements.

Section 2.04 CONTRACT INPUT. As indicated in the Cooperation Agreement, Garrison Diversion will present all draft contracts and consultant task orders to LAWA for review and seek input from LAWA on the terms of the agreements and financial considerations. The provisions governing Garrison Diversion and LAWA engagement provided in the Cooperation Agreement apply to this Series E Agreement and are not restated herein, including those provisions governing contracts, task orders, consultant communication, and decision-making.

ARTICLE III. COST SHARE COMPONENTS

Section 3.01 COST SHARE FOR ENDAWS PROJECT COSTS. Up to \$4.5 million is available from Federal Municipal, Rural and Industrial Funding ("MR&I") and up to \$1.5 million is available from the Water Infrastructure Revolving Loan Fund ("WIRLF") for the ENDAWS Project Costs. The Parties plan to utilize these funds to continue designing the ENDAWS components of the Project. The available MR&I Funding will provide the seventy-five percent (75%) State cost share of eligible costs, with the 25% local cost share and any non-reimbursable costs paid by Garrison Diversion using the WIRLF loan proceeds, subject to reimbursement of loan payments by Fargo and Grand Forks on behalf of LAWA. Garrison Diversion will obtain LAWA's approval of task orders that will obligate local cost share payments under this Section. After obtaining LAWA's approval of task orders, Garrison Diversion will diligently pursue the work contemplated thereunder. Garrison Diversion will manage contracts and consultants. Garrison Diversion will initially pay all related ENDAWS Project Costs, subject to seventy five percent (75%) reimbursement from the State and twenty five percent (25%) paid for

through the WIRLF loan proceeds, with loan payment reimbursement from Fargo and Grand Forks. Fargo and Grand Forks' payments will be included and offset upon execution of the PPA, which will true up and recalculate each Participant's share of the overall Project Costs. The Local Project Cost will consist of the local 25% cost share of reimbursable costs plus any non-reimbursable costs.

Section 3.02 INITIAL COST RESPONSIBILITY. This Series E Agreement solely addresses Fargo and Grand Forks' responsibility for their share of the initial costs associated with and limited to the specific categories identified in Exhibit A through the earlier of (1) the date the PPA is fully executed, or (2) the completion of the scope of work and so long as there are budgeted funds available to complete the approved budget items.

Section 3.03 GARRISON DIVERSION WILL OBTAIN LOAN FOR LOCAL PROJECT COST. As set forth herein, Garrison Diversion is responsible for initially financing the Local Project Costs and will do so by obtaining financing from the Bank of North Dakota (the "BND Loan"). The legislatively authorized repayment terms of the Bank of North Dakota financing will include a forty (40) year loan repayment term, two percent (2%) interest rate, a 2-year deferral period upon closing of the loan, and 3 year repayment of interest only in years 3 through 5 after the closing of the loan, and a period of shaped principal and interest in years 6-40 of loan repayment. The Parties understand and agree that Fargo and Grand Forks will repay their respective proportions of Garrison Diversion's cost of financing and debt service on the financing as part of their payment obligations to Garrison Diversion, details of which will be included in the BND loan package.

Section 3.04 PAYMENT BY FARGO AND GRAND FORKS. Fargo and Grand Forks will each reimburse Garrison Diversion for their respective proportion of Local Project Costs, subject to the maximums identified in Exhibit B, plus debt service and financing costs identified herein. Once the loan payment schedule is established in an Addendum that includes the loan package, Fargo and Grand Forks will be responsible for payment of their proportionate percent share of each loan payment as identified in Exhibit B, to be paid at least 10 days in advance of Garrison Diversion's loan payment due date. Fargo will make payment to Garrison Diversion amounting to 78.75% of each loan payment due for the BND Loan from legally available revenues which are irrevocably pledged to payment thereof, and Grand Forks will make payments amounting to 21.25% of each loan payment due for the BND Loan from legally available revenues which are irrevocably pledged to payment thereof. All payments made by Fargo and Grand Forks will be deemed to be made on behalf of LAWA and will meet Fargo and Grand Forks' contribution requirements for Local Project Costs on behalf of LAWA. Fargo and Grand Forks do not have the authority to seek reimbursement from the other LAWA member entities for the funds they pay pursuant to this Series E Agreement, but the payments will be used to offset their contribution obligations when the funding responsibilities are trued-up amongst all Project participants in the PPA.

Section 3.05 REFUNDING. Fargo and Grand Forks agree that the funds they pay pursuant to this Series E Agreement are non-refundable in any and all cases except in the event Garrison Diversion does not award a contract for the construction of the infrastructure described in Exhibit A. If no construction contract is issued or if the Project is delayed indefinitely, as determined by Garrison Diversion and LAWA, Garrison Diversion will return any remaining unused funds remitted to Fargo and Grand Forks in proportion to the amounts each paid.

Section 3.06 PROJECT RISKS. The Parties acknowledge and agree that there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project. This includes, by way of illustration and not limitation, the

following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA, and/or the Garrison Diversion; (iv) environmental risks; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approvals, Federal permits, or additional Federal environmental review; (vii) the Federal Government's decision regarding any permitting or approvals required for the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; (ix) climate change and variability; and (x) political interference at the local, state, federal, or tribal level. That said, any increase in the identified budgeted costs would require approval of the LAWA Board and Garrison Diversion.

Section 3.07 ASSIGNMENT. This Series E Agreement (and any interest herein or hereunder) may not be assigned, transferred, pledged, hypothecated, or encumbered without the prior written consent of the other Parties.

ARTICLE IV. FINANCING AND INVOICING

Section 4.01 FINANCING ADMINISTRATION. Garrison Diversion will lead planning, design, construction, operation and maintenance of the items that are subject to this Series E Agreement. Garrison Diversion will advance funds for the initial work, subject to reimbursement from the State and LAWA through Fargo and Grand Forks. Fargo and Grand Forks will use whatever sources of funds available to them to make payments, with no expectation that they will issue Debt Obligations.

Section 4.02 SEPARATE PROJECT FUND. Garrison Diversion has a Project Fund for the financial administration of the Project. The Project Fund is a separate fund used by Garrison Diversion only to pay costs and expenses that, under accepted accounting practices, constitute costs necessarily incurred to construct the Project, including but not limited to land, easements, buildings, structures, administration costs, office space, vehicle costs, and all other costs related to Project implementation, along with machinery and equipment, and the cost of all architectural, engineering, legal and other professional services, printing and publication, and other costs reasonable, necessary, and incidental thereto, including issuance costs as it relates to the work contemplated under this Series E Agreement.

Section 4.03 INVOICES AND PAYMENT. Garrison Diversion will use the proceeds of a BND WIRLF loan to pay for labor, material, services, or other expenses relating to the work contemplated under this Series E Agreement, with bond payments made to Garrison Diversion upon the scheduled identified on the loan documentation that will be added as an Addendum to this Agreement. If the Parties jointly agree to issue any contracts prior to the loan actually being funded, any contractor payments due prior to loan funding will be paid by Fargo and Grand Forks, subject to later credit on loan payment obligations. If that happens, Garrison Diversion will submit timely invoices to Fargo and Grand Forks for reimbursement. Subject to any dispute by Fargo or Grand Forks, each will remit their respective percentage payment on an invoice for any undisputed balance within thirty (30) calendar days after receiving an invoice.

Section 4.04 DISPUTE. If Fargo or Grand Forks disputes any portion of a Garrison Diversion invoice, any undisputed portion of the invoice must be paid within thirty (30) days of the receipt of invoice. For any portion of an invoice in dispute, the disputing party must provide an explanation in writing regarding the specific basis of the dispute. Garrison Diversion will review the explanation and provide a written response within thirty (30) days of the receipt of the disputing party's explanation. If the Parties' staff members are unable to help the Parties reach consensus, representatives of each Party will follow the dispute resolution process outlined in the Cooperation Agreement.

Section 4.05 2021-2023 BIENNIUM CREDIT AGREEMENT.

The Parties agree that the financing arrangements set forth in the 2021-2023 Biennium Credit Agreement shall remain in full force and effect. The Parties intend that the 2021-2023 Biennium Credit Agreement and the financing arrangements set forth in this Series E Agreement shall remain in effect until the Parties enter into a PPA or as otherwise agreed to in a future interim financing agreement. Provided, the 2021-2023 Biennium Credit Agreement shall remain in full force and effect until terminated in accordance with Section 2.07 of the 2021-2023 Biennium Credit Agreement. The parties agree that Bank of North Dakota's rights as a third-party beneficiary, as set forth in Section 3.01 of the 2021-2023 Biennium Credit Agreement, shall remain in full force and effect.

**ARTICLE V.
TERMINATION AND STAY**

Section 5.01 TERM. This Series E Agreement will be valid through June 30, 2027, or until the funds authorized and approved hereunder are spent on the identified construction expenses, whichever occurs later, provided that any and all payments due and owing by Fargo and Grand Forks at the time of termination of this Series E Agreement must be fully paid before Fargo or Grand Forks' responsibilities to make payments hereunder pursuant to the loan agreement will terminate.

Section 5.02 TERMINATION BY MUTUAL AGREEMENT. The Parties may mutually agree, in writing, to terminate this Series E Agreement. Any and all payments due and owing by Fargo and Grand Forks at the time of termination of this Series E Agreement must be fully paid before Fargo's and Grand Forks' responsibility to make payments hereunder will terminate.

Section 5.03 COST SHARE THRESHOLD. The Cost Share Threshold termination provision of the Cooperation Agreement does not apply to this Series E Agreement.

**ARTICLE VI.
MISCELLANEOUS**

Section 6.01 ENTIRE AGREEMENT. This Series E Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof, and this Series E Agreement supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to the subject matter of this Interim Financing Agreement Series E. This Series E Agreement incorporates all provisions of the Cooperation Agreement between LAWA and Garrison Diversion, as if all provisions were included herein unless a contrary provision is included herein.

Section 6.02 NOTICE. All notices under this Series E Agreement will be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:

If to Garrison Diversion:

General Manager
Garrison Diversion Conservancy District Headquarters
PO Box 140

Carrington, ND 58421

If to LAWA:

LAWA Board Chair
Lake Agassiz Water Authority
PO Box 140
Carrington, ND 58421

If to Fargo:

City Administrator
Fargo City Hall
225 4th St. N
Fargo, ND 58102

If to Grand Forks:

City Administrator
Grand Forks City Hall
255 N 4th St.
Grand Forks, ND 58203

Section 6.03 GOVERNING LAW. This Series E Agreement shall be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Series E Agreement shall be venued in Cass County in the State of North Dakota, and the Parties waive any objection to personal jurisdiction.

Section 6.04 SEVERABILITY. Each provision, section, sentence, clause, phrase, and word of this Series E Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Series E Agreement.

Section 6.05 MODIFICATIONS. Any modifications or amendments to this Series E Agreement must be in writing and signed by all Parties to this Series E Agreement.

Section 6.06 BINDING EFFECT. This Series E Agreement shall be for the benefit of and may be enforced only by the Parties and is not for the benefit of and may not be enforced by any third party.

Section 6.07 REPRESENTATION. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Series E Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

Section 6.08 HEADINGS. Headings in this Series E Agreement are for convenience only and will not be used to interpret or construe its provisions.

Section 6.09 REPRESENTATION OF AUTHORITY. Each Party signing this Series E Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Series E Agreement and that the Series E Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Section 6.10 FORCE MAJEURE. A Party shall not be held responsible for any delay or failure in performance of any part of this Series E Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing

party. The affected Party will notify the other Parties in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a Party's performance is delayed for a period exceeding thirty (30) days from the date the other Parties receive notice under this section, the non-affected Parties will have the right, without any liability to the other Parties, to terminate this Series E Agreement. Ongoing litigation and any construction injunction do not qualify as force majeure events. A force majeure event identified for the purposes of this Agreement will not impact the obligations of Fargo and Grand Forks to pay any loan obligations required to be paid by Garrison Diversion.

Section 6.11 COUNTERPARTS; ELECTRONIC SIGNATURES. This Series E Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, Garrison Diversion, LAWA, Fargo, and Grand Forks caused this Series E Agreement to be executed.

(Remainder of page intentionally left blank.)

Signature Page for the Garrison Diversion Conservancy District

The governing body of the Garrison Diversion Conservancy District approved this Series E Agreement on the _____ day of _____, 2025.

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

By: _____
Jay Anderson, Chair

ATTEST:

Secretary

Signature Page for the Lake Agassiz Water Authority

The governing body of the Lake Agassiz Water Authority approved this Series E Agreement on the _____ day of _____, 2025.

LAKE AGASSIZ WATER AUTHORITY, a
governmental agency, body politic and corporate

By: _____
Dr. Timothy Mahoney, Chair

ATTEST:

Secretary

Signature Page for the City of Fargo

The governing body of the City of Fargo approved this Series E Agreement on the 18 day of February, 2025.

City of Fargo, a governmental agency, body politic
and corporate

By: _____


Dr. Timothy Mahoney, Mayor

ATTEST:


Secretary

Signature Page for the City of Grand Forks

The governing body of the City of Grand Forks approved this Series E Agreement on the 3rd day of March, 2025.

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

Signed by:
By: Brandon Bochenski
2314C9B7529943F...
Brandon Bochenski, Mayor

ATTEST:

Signed by:
Maureen Storstad - Finance Director
DB341F6B82B4423
Finance Director/City Auditor

EXHIBIT A
ENDAWS BUDGET FEATURES

Project	Project Development Budget
Biota WTP Site Development, Mass Grading, and Tunnel Shaft/Wetwell Excavation Design	1,400,000
Biota WTP Piloting (6 months)	900,000
Biota WTP Supplemental Geotechnical Investigation	150,000
Electrical Service Extension Study (Central Power/HDR)	450,000
ENDAWS TM Contract 2 Design and Bidding Assistance	3,100,000

TOTAL: \$6,000,000

EXHIBIT B
Local ENDAWS Project Cost Distribution

MR&I approved funding: \$6 million

Local Cost Share Required: \$1.5 million

ENDAWS Project Costs		
\$6,000,000		
Local Cost Share – 25%		
<i>City</i>	<i>Percentage</i>	<i>Local Cost Share</i>
Fargo	78.75%	\$1,181,250
Grand Forks	21.25%	\$318,750
Total	100.00%	\$1,500,000

**ADDENDUM NO. 1
FINAL LOAN PACKAGE**

[To be added upon execution of loan package]

\$1,500,000
GARRISON DIVERSION CONSERVANCY DISTRICT
WATER REVENUE BOND, SERIES 2025B

FINANCING RESOLUTION

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

WHEREAS, pursuant to the Cooperation Agreement between the GDCD and Lake Agassiz Water Authority dated as of May 8, 2020 (the “Cooperation Agreement”), the GDCD is responsible for financing the Red River Valley Water Supply project, including the local cost share for the ENDAWS Project Costs; and

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

WHEREAS, the GDCD has made timely application to BND pursuant to the requirements of the Water Infrastructure Revolving Loan Fund to finance all or a portion of the cost of the Project and BND has approved the GDCD’s application pursuant to the terms of a commitment letter dated December 13, 2024 (the “Commitment Letter”); and

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

WHEREAS, the GDCD, Lake Agassiz Water Authority, the City of Fargo and the City of Grand Forks have entered into an Interim Financing Agreement Series E dated as of May 1, 2025 which provides for the payment of debt service on the Bond.

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

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

"BND" means the Bank of North Dakota.

"Board" means the GDCD’s Board of Directors.

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

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

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

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

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

"**Commitment Letter**" means the BND Commitment Letter dated December 13, 2024.

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

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

"**ENDAWS Project Costs**" means the "ENDAWS Project Costs" as defined in the Series E Agreement.

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

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

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

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

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

"**Project**" means the local cost share of the Eastern North Dakota Alternate Water Supply project costs for the Red River Valley Water Supply Project.

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

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

"**Series E Agreement**" means the Interim Financing Agreement Series E between the GDCCD, Lake Agassiz Water Authority, and the Cities, dated as of May 1, 2025.

SECTION 2. AUTHORIZATION. Pursuant to the authority of N.D.C.C. Chapter 61-24 and the provisions of this Resolution, a bond of the Garrison Diversion Conservancy District entitled to the

benefits, protection and security of such provisions is hereby authorized in the aggregate principal amount of not to exceed **One Million Five Hundred Thousand Dollars** (\$1,500,000). The Bond shall be designated "\$1,500,000 Garrison Diversion Conservancy District, Water Revenue Bond, Series 2025B", issued for the purpose of constructing the Project and paying related costs of issuance.

SECTION 3. SALE OF THE BOND. The Bond is hereby sold through negotiated sale to the BND on the terms and conditions set forth in the Commitment Letter and herein at a purchase price of not to exceed \$1,500,000, or such lesser amount as may be advanced pursuant to the Loan Agreement for the completion of the Project. The GDCD agrees to pay to all costs associated with the issuance and sale of the Bond. The Bond shall consist of a single term bond in the amount of not to exceed \$1,500,000 and shall be advanced pursuant to the Loan Agreement. The Bond shall be issued only in fully registered form without coupons.

SECTION 4. TERMS. The Bond shall be dated May 8, 2025, or as otherwise agreed to. The Bond shall mature on April 1, 2064, and shall bear interest at the rate of 2.00% payable on April 1 and October 1 in each year commencing April 1, 2027 (each, an "Interest Payment Date"); provided that interest shall accrue on the outstanding amount of the Bond from the date of the first advance pursuant to the Loan Agreement.

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

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

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

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

SECTION 7. DEDICATION OF CITY REVENUES. Pursuant to N.D.C.C. Section 61-24-08(20) and (22) the GDCD hereby dedicates and pledges for the payment of the principal and interest

on the Bond, the City Revenues. The collection of the City Revenues and the dedication of such shall be irrevocable so long as any principal of or interest on the Bond remains outstanding and unpaid.

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

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

SECTION 10. PROJECT FUND. The Board previously established a Project Fund pursuant to Section 9.03 of the Cooperation Agreement. As Bond proceeds are needed for Project costs, the GDCD shall submit requests in accordance with Section 1.06 of the Loan Agreement and deposit each advance of Bond proceeds in the Project Fund.

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

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

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

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

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

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

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

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

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

SECTION 13. DEFAULT AND REMEDIES.

(a) The following events shall constitute Default:

(i) failure to pay Bond principal or interest when due; or

(ii) failure to perform any other obligation of the GDCD imposed by this Resolution, the Loan Agreement or the Bond, but only if:

(A) the failure continues for a period of more than thirty (30) days after demand has been made on the GDCD to remedy the failure, and

(B) the GDCD fails to take reasonable steps to remedy the failure within that thirty-day period; or

(iii) imposition of a receivership upon the GDCD; or

(iv) written admission by the GDCD that the GDCD is unable to pay its debts as they become due.

(b) Upon Default, any Bondholder may exercise any of the following remedies:

(i) by mandamus or other suit, action, or proceeding at law or in equity, enforce the holder's rights against the GDCD and its Board and any of its officers, agents, and employees and may require the GDCD or the Board or any officers, agents, or employees of the GDCD or Board to perform their duties and obligations under Chapter 61-24 of the N.D.C.C. and the covenants and agreements contained herein;

(ii) By action or suit in equity, require the GDCD and the Board to account as if they were the trustees of an express trust;

(iii) By action or suit in equity, enjoin any acts or things that may be unlawful or in violation of the rights of the Bondholders; or

(iv) Bring suit upon the Bond.

A right or remedy conferred by this Section upon any Bondholder is not intended to be exclusive of any other right or remedy, but each such right or remedy is cumulative and in addition to every other right or remedy and may be exercised without exhausting and without regard to any other remedy conferred by this Section or by any other law of the State.

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

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

SECTION 16. AMENDMENT OF RESOLUTION.

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

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

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

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

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

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

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

SECTION 17. DISCHARGE. When the Bond, and the interest thereon, has been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The GDCD may discharge the Bond installments due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond installment or interest thereon should not be paid when due, the same may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The GDCD may also discharge all prepayable Bond installments called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of the redemption thereof has been duly given as provided herein. The GDCD may also discharge all or part of the Bond at any time by irrevocably depositing in escrow with a suitable bank or trust company for the purpose of paying all or part of the principal and interest due on the Bond prior to the date upon which the same will be prepayable according to their terms, and paying such Bond on that date, a sum of cash and securities which are general obligations of the United States or securities the principal and interest payments on which are guaranteed by the United States, or deposits in the Bank of North Dakota which, as provided by N.D.C.C. Section 6-09-10, are guaranteed by the State of North Dakota, in such aggregate amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be required to provide funds sufficient for this purpose; provided that notice of the redemption of all prepayable Bond installments on or before such date has been duly given as required herein.

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

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

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

SECTION 21. ELECTRONIC SIGNATURES. The Board authorizes the Authorized Officers to execute documents relating to the issuance of the Bond using electronic signatures. The electronic signatures of the Authorized Officers shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Bond. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means.

SECTION 22. INTERIM FINANCING AGREEMENT SERIES E. The Series E Agreement provides that the Cities shall pay a proportional share of debt service on the Bond. The percentages and corresponding principal amounts are as follows: City of Fargo (78.75%) (\$1,181,250) and City of Grand Forks (21.25%) (\$318,750). GDCD covenants to take such action as may be necessary to enforce the terms of the Series E Agreement and, upon execution, the PPA or similar agreement.

(remainder of page intentionally left blank)

Dated: April 24, 2025.

GARRISON DIVERSION CONSERVANCY DISTRICT

Attest:

Chair, Board of Directors

Secretary

The governing body of the GDCCD acted on the foregoing resolution at a properly noticed meeting held in Carrington, North Dakota, on April 24, 2025, with the motion for adoption made by _____ and seconded by _____; on roll call, the following vote was recorded:

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

**LOAN AGREEMENT
(Water Infrastructure Revolving Loan Fund)**

THIS LOAN AGREEMENT (the "Loan Agreement") dated as of May 1, 2025, between the **BANK OF NORTH DAKOTA**, an agency of the State of North Dakota ("BND") and **GARRISON DIVERSION CONSERVANCY DISTRICT**, a political subdivision of the State of North Dakota ("GDCCD").

**ARTICLE I
TERMS AND CONDITIONS**

Section 1.01. Terms. BND hereby commits, subject to the availability of funds and the conditions hereinafter set forth, and pursuant to Chapter 61-24 of the North Dakota Century Code ("N.D.C.C.") to purchase from GDCCD its \$1,500,000 Water Revenue Bond, Series 2025B (the "Bond"), dated May 8, 2025, bearing interest at a rate of 2.00% fixed to maturity. The Bond is issued for the purpose of financing the local cost share of the Eastern North Dakota Alternate Water Supply project costs for Red River Valley Water Supply project (the "Project"). The Bond shall have semi-annual principal and interest payments as set forth in the schedule attached to the Bond subject to adjustment as provided in Section 1.06 below, and made a part hereof, commencing April 1, 2027 as to interest and April 1, 2030, as to principal, and on each April 1 and October 1 thereafter to and including April 1, 2064, on which date all unpaid interest and principal on the Bond shall be due and payable in full.

Section 1.02. Authority and Source of Funds. GDCCD acknowledges that the source of funds for the purchase of the Bond by BND is the Water Infrastructure Revolving Loan Fund established by N.D.C.C. Section 6-09-49.2 and all amendments, regulations, policies, guidelines and procedures promulgated thereunder (together, the "Program") and that GDCCD must comply with all eligibility requirements of the Program, BND and the Industrial Commission of North Dakota.

Section 1.03. Source of Payment. The Bond is payable as to principal and interest from revenues received from the City of Fargo, North Dakota ("Fargo") and the City of Grand Forks, North Dakota ("Grand Forks") (together, the "City Revenues"). The City Revenues are paid to reimburse GDCCD for the Fargo and Grand Forks proportions of the Local Project Cost, in accordance with the Interim Financing Agreement Series E between GDCCD, Lake Agassiz Water Authority, Fargo and Grand Forks, dated as of May 1, 2025 (the "Interim Financing Agreement Series E") and the 2021-2023 Biennium Credit Agreement between GDCCD, Lake Agassiz Water Authority, Fargo and Grand Forks, dated as of April 1, 2022 (the "Credit Agreement"), and in accordance with the future project participation agreement ("PPA"). GDCCD irrevocably pledges the City Revenues received under the Interim Financing Agreement Series E, the Credit Agreement and the PPA. GDCCD will take such action as is necessary to enforce the Interim Financing Agreement Series E, the Credit Agreement and the PPA, and collect the City Revenues.

Section 1.04. Mandatory Payments. The principal and interest due on the Bond shall be paid in semi-annual installments in the amounts and on the dates set forth in the amortization schedule attached to the Bond and subject to adjustment pursuant to Section 1.06 below, and by reference made a part hereof ("Mandatory Payments"), and subject to the right of GDCD to prepay the Bond, and subject to adjustment pursuant to Section 1.06 below. Any principal or interest received by BND in excess of the amounts set forth in the amortization schedule attached to the Bond, as then in effect, which is not a Mandatory Payment, or is not designated as an optional payment under Section 1.05 by GDCD, shall be, in the sole option and discretion of BND (i) applied to a future Mandatory Payment, (ii) treated as a prepayment of principal on the Bond, or (iii) returned to GDCD as an overpayment.

Section 1.05. Optional Payments. GDCD may prepay the Bond, in whole or in part, without penalty, on any date at a price equal to 100% of the principal amount to be prepaid, together with interest thereon to the redemption date. Not less than 30 days prior to the date specified for redemption, GDCD will cause notice of the redemption to be mailed to BND. The principal amount of a partial prepayment may, in the sole option and discretion of GDCD, (i) be applied to a future principal payment of the Bond in a manner determined by BND, or (ii) be applied to reduce each unpaid semi-annual principal installment required with respect to the Bond in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be re-amortized to provide proportionately reduced principal payments in each year).

Section 1.06. Draws of Bond Proceeds. The proceeds of the Bond are appropriated by GDCD to pay expenses necessarily incurred in the construction and completion of the Project and to pay costs associated with the issuance of the Bond, to include reimbursement to GDCD for advances made for such costs or to refund amounts borrowed for the Project. BND will disburse the proceeds of the Bond upon (a) execution and delivery by GDCD of this Loan Agreement, (b) issuance by GDCD of the Bond and delivery to BND, (c) the delivery to BND of any required closing documents and opinions and (d) submission to and approval by BND of Requisitions for Payment in the form approved by BND. Requests for draws on the Bond proceeds, in the form of Requisitions for Payment, shall be submitted by GDCD to BND from time to time in accordance with procedures established by BND. BND shall not be accountable for the use or application by GDCD or any other party of any funds which BND has released in accordance with the terms of this Loan Agreement. After all claims and expenses with respect to the Project and the issuance of the Bond have been duly paid and satisfied, the amortization schedule for the Bond shall be adjusted to reflect the total principal amount drawn under this Loan Agreement. Interest shall accrue on the outstanding amount of the Bond advanced by BND from the date of the first advance.

Section 1.07. Closing Agent. BND may designate and appoint the Bank of North Dakota Trust Department as its Closing Agent for this loan. If so designated and appointed, GDCD will close the loan with the Closing Agent at a time agreed upon by GDCD and the Closing Agent.

Section 1.08. Additional Debt. GDCD shall not incur, create or assume any debt of any kind secured by the City Revenues without the consent of BND.

Section 1.09. Project Participation Agreement. BND shall approve the loan repayment provisions in the PPA, or similar agreement, prior to adoption of the document by GDCD.

ARTICLE II REPRESENTATIONS OF PARTIES

Section 2.01. Representations of GDCD. GDCD covenants and agrees (i) that the proceeds of the Bond shall be used and expended in a manner consistent with the BND Commitment Letter dated December 13, 2024 (the "Commitment Letter"), this Loan Agreement and the Program, (ii) to cooperate with BND in the observance and performance of the respective duties, covenants, obligations and agreements of GDCD and BND under this Loan Agreement; (iii) that it will, in compliance with and pursuant to the provisions of N.D.C.C. Chapter 61-24, the Series E Agreement and, upon execution, the PPA promptly cause the principal and interest on the Bond to be paid as they become due; (iv) to provide from its own fiscal resources all moneys in excess of the total amount of the Bond required to complete the construction of the Project; (v) to provide financial statements to BND on an annual basis; and (vi) to observe and perform its duties, covenants, obligations and agreements under the Financing Resolution adopted by the governing body of GDCD on April 24, 2025 (the "Resolution").

Section 2.02. Representations of BND. BND is duly organized and existing under the constitution and laws of the State, has full power and authority, including N.D.C.C. Section 6-09-49.2, to enter into the transactions contemplated by this Loan Agreement, and by proper action has duly authorized the execution and delivery of this Loan Agreement.

ARTICLE III DEFAULT AND REMEDIES

Section 3.01. Events of Default. The following are events of default under this Loan Agreement ("Event of Default"): (i) failure of GDCD to make a Mandatory Payment on the Bond when due; (ii) failure of GDCD to comply with any provision of this Loan Agreement, the Resolution or the Bond for a period of thirty (30) days, after written notice from BND unless GDCD provides a written plan acceptable to BND providing for such a cure of the matter creating the default; (iii) a default under the Series E Agreement; or (iv) any representation made by or on behalf of GDCD contained in this Loan Agreement or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Bond, is false or misleading in any material respect.

Section 3.02. Remedies. Whenever an Event of Default referred to in Section 3.01 shall have occurred and be continuing, following not less than 30 days written notice to GDCD of such Event of Default, BND shall have the right to take, or to direct its authorized agent to take, any action permitted or required under the Resolution or this Loan Agreement or exercise whatever other remedy at law or in equity is available to BND to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of GDCD hereunder. BND may also exercise one or more of the following remedies: (i) withhold approval of any request to disburse Bond proceeds, (ii) reject any pending application by GDCD for financial assistance, and (iii) to the extent permitted by law, demand in

writing immediate payment of the Bond in full and, upon such demand, the outstanding principal amount of the Bond will be immediately due and payable, with interest accrued thereon to the date of payment.

ARTICLE IV GENERAL

Section 4.01. Assignments. This Loan Agreement may not be assigned by GDCD without the written consent of BND. BND may assign this Loan Agreement, following written notice of such assignment to GDCD.

Section 4.02. Notices. All notices under this Loan Agreement will be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:

(a) BND:	Bank of North Dakota 1200 Memorial Hwy PO Box 5509 Bismarck, ND 58506-5509 Attn: Commercial Loan Department
(b) GDCD:	Garrison Diversion Conservancy District Headquarters PO Box 140 Carrington, ND 58421-0140 Attn: General Manager

Section 4.03. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon BND and GDCD and their respective successors and assigns.

Section 4.04. Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 4.05. Amendments, Changes and Modifications. Except as otherwise provided herein, this Loan Agreement may not be amended, changed, modified or altered except in writing and signed by both parties.

Section 4.06. Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.07. Termination of Loan Agreement. This Loan Agreement shall terminate when the Bond is fully paid and retired or upon agreement of the parties in writing and signed by both parties.

Section 4.08. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

Section 4.09. Complete Agreement. This Loan Agreement represents (along with the documents referred to in this Loan Agreement), the entire agreement between GDCC and BND with respect to its subject matter.

Section 4.10. Representation of Authority. Each party signing this Loan Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Loan Agreement and that the Loan Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Section 4.11. Electronic Signatures. The parties agree that the electronic signature of a party to this Loan Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Loan Agreement. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

(Remainder of page intentionally left blank.)

**SIGNATURE PAGE TO LOAN AGREEMENT
(Water Infrastructure Revolving Loan Fund)**

IN WITNESS WHEREOF, BND and GDCD have caused this Loan Agreement to be duly executed by their duly authorized officers as of the date first written above.

BANK OF NORTH DAKOTA

Authorized Officer

GARRISON DIVERSION CONSERVANCY DISTRICT

Attest:

Chair, Board of Directors

Secretary

**Sixty-ninth Legislative Assembly of North Dakota
In Regular Session Commencing Tuesday, January 7, 2025**

HOUSE BILL NO. 1162

(Representatives Schauer, Jonas, Koppelman, McLeod, Pyle, Stemen, Swiontek, Warrey)
(Senators Lee, Sorvaag, Clemens)

AN ACT to amend and reenact subsection 1 of section 61-39-03 of the North Dakota Century Code, relating to the board of directors of the Lake Agassiz water authority.

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:

SECTION 1. AMENDMENT. Subsection 1 of section 61-39-03 of the North Dakota Century Code is amended and reenacted as follows:

1. The authority must be governed by a board of directors selected as follows:
 - a. One member from a city with a population greater than forty thousand located east of state highway 1 and north of state highway 200.
 - b. ~~One member~~Two members from ~~a city~~differing cities with a population greater than forty thousand located east of state highway 1 and south of state highway 200.
 - c. One member from a city with a population of five thousand but not more than forty thousand located east of state highway 1.
 - d. One member from a city with a population of less than five thousand located east of state highway 1.
 - e. Two members from water districts located east of state highway 1 and north of state highway 200.
 - f. Two members from water districts located east of state highway 1 and south of state highway 200.
 - g. One member from water districts located east of state highway 1.
 - h. One member from a Minnesota city with a population of more than thirty thousand and which is located within five miles [8.05 kilometers] of this state.
 - i. One member from water districts located west of state highway 1.
 - j. One member from a city west of state highway 1.

Speaker of the House

President of the Senate

Chief Clerk of the House

Secretary of the Senate

This certifies that the within bill originated in the House of Representatives of the Sixty-ninth Legislative Assembly of North Dakota and is known on the records of that body as House Bill No. 1162.

House Vote: Yeas 90 Nays 0 Absent 4

Senate Vote: Yeas 45 Nays 1 Absent 1

Chief Clerk of the House

Received by the Governor at _____ M. on _____, 2025.

Approved at _____ M. on _____, 2025.

Governor

Filed in this office this _____ day of _____, 2025,

at _____ o'clock _____ M.

Secretary of State

25.0164.03000

Sixty-ninth
Legislative Assembly
of North Dakota

**FIRST ENGROSSMENT
with Senate Amendments**

ENGROSSED HOUSE BILL NO. 1020

Introduced by

Appropriations Committee

1 A BILL for an Act to provide an appropriation for defraying the expenses of the department of
2 water resources; to create and enact a new section to chapter 61-24.6 of the North Dakota
3 Century Code, relating to the northwest area water supply biota water treatment plant operating
4 fund; to amend and reenact sections 54-35-02.7 and 61-02-79 of the North Dakota Century
5 Code, relating to the powers and duties of the water topics overview committee and a Bank of
6 North Dakota line of credit; to provide legislative intent; to provide for a report; to provide for a
7 study; to provide a continuing appropriation; to provide for a transfer; to provide an exemption;
8 and to declare an emergency.

9 **BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

10 **SECTION 1. APPROPRIATION.** The funds provided in this section, or so much of the funds
11 as may be necessary, are appropriated from other funds, derived from special funds and federal
12 funds, to the department of water resources for the purpose of defraying the expenses of the
13 department of water resources, for the period beginning with the effective date of this Act, and
14 ending June 30, 2027, as follows:

		Adjustments or		
	<u>Base Level</u>	<u>Enhancements</u>	<u>Appropriation</u>	
15				
16				
17	Salaries and wages	\$22,998,148	\$2,299,304	\$25,297,452
18	New and vacant FTE pool	0	2,019,682	2,019,682
19	Operating expenses	56,625,923	(26,114,790)	30,511,133
20	Capital assets	124,136,712	(121,582,762)	2,553,950
21	Southwest pipeline project	0	101,000,000	101,000,000
22	Northwest area water supply	0	106,857,325	106,857,325

Sixty-ninth
Legislative Assembly

1	Water supply - grants	316,200,000	(316,200,000)	0
2	Rural water supply - grants	52,000,000	(52,000,000)	0
3	Water supply	0	90,000,000	90,000,000
4	Regional water supply	0	185,000,000	185,000,000
5	General water - grants	12,000,000	(12,000,000)	0
6	General water	0	19,750,000	19,750,000
7	Flood control grants	115,700,000	(115,700,000)	0
8	Flood control	0	85,500,000	85,500,000
9	Discretionary funding	<u>0</u>	<u>8,000,000</u>	<u>8,000,000</u>
10	Total other funds	\$699,660,783	(\$43,171,241)	\$656,489,542
11	Full-time equivalent positions	93.00	4.00	97.00

SECTION 2. ONE-TIME FUNDING - EFFECT ON BASE BUDGET - REPORT TO THE

SEVENTIETH LEGISLATIVE ASSEMBLY. The following amounts reflect the one-time funding items included in the appropriation in section 1 of this Act which are not included in the entity's base budget for the 2027-29 biennium and which the entity shall report to the appropriations committees of the seventieth legislative assembly regarding the use of this funding:

17	<u>One-Time Funding Description</u>	<u>Other Funds</u>
18	New FTE costs	\$29,500
19	Board of water well contractors costs	30,000
20	Emergency pumps replacement	480,000
21	Excavator replacement	400,000
22	Data logger replacement	60,000
23	Bank of North Dakota line of credit	<u>150,000,000</u>
24	Total other funds	\$150,999,500

SECTION 3. NEW AND VACANT FTE POOL - LIMITATION - TRANSFER REQUEST. The

department of water resources may not spend funds appropriated in the new and vacant FTE pool line item in section 1 of this Act, but may request the office of management and budget to transfer funds from the new and vacant FTE pool line item to the salaries and wages line item in accordance with the guidelines and reporting provisions included in House Bill No. 1015, as approved by the sixty-ninth legislative assembly.

1 **SECTION 4. ADDITIONAL INCOME - APPROPRIATION - REPORT.** In addition to the
2 amounts appropriated in section 1 of this Act, any additional federal funds and other amounts in
3 the resources trust fund and water commission fund which become available are appropriated
4 to the department of water resources for the purpose of defraying the expenses of the
5 department of water resources, for the period beginning with the effective date of this Act, and
6 ending June 30, 2027. Any additional amounts in the resources trust fund, excluding oil
7 extraction tax revenues deposited in the fund that exceed the amount included in the March
8 2025 legislative revenue forecast, must be allocated equally between municipal water supply
9 grants and rural water supply grants. Any additional amounts in the water commission fund
10 must be allocated to the project for which the funding was intended. Any additional federal funds
11 which become available to the department of water resources must be allocated for the purpose
12 for which the funds were received. The director of the department of water resources shall
13 report to the legislative management on the use of any additional appropriation authority
14 pursuant to this section.

15 **SECTION 5. OTHER FUNDS - WATER PROJECTS STABILIZATION FUND.** The total
16 other funds line item in section 1 of this Act includes \$42,500,000 from the water projects
17 stabilization fund for water supply grants for the period beginning with the effective date of this
18 Act, and ending June 30, 2027.

19 **SECTION 6. DEPARTMENT OF WATER RESOURCES DISCRETIONARY FUNDING.** The
20 discretionary funding appropriated to the department of water resources in section 1 of this Act
21 or continued in section 23 of this Act may be used as necessary, except for salaries and wages,
22 for the period beginning with the effective date of this Act, and ending June 30, 2027.

23 **SECTION 7. TRANSFERS - WATER PROJECT STABILIZATION FUND.** Notwithstanding
24 subsections 1 and 2 of section 57-51.1-07, any oil extraction tax revenues deposited in the
25 resources trust fund that exceed the amount included in the March 2025 legislative revenue
26 forecast during the period beginning July 1, 2025, and ending June 30, 2027, must be
27 transferred at least quarterly by the office of management and budget from the resources trust
28 fund to the water projects stabilization fund for the period beginning with the effective date of
29 this Act, and ending June 30, 2027.

30 **SECTION 8. TRANSFER - RESOURCES TRUST FUND - WATER INFRASTRUCTURE**
31 **REVOLVING LOAN FUND.** The state treasurer shall transfer \$35,000,000 from the resources

1 trust fund to the water infrastructure revolving loan fund at the Bank of North Dakota for
2 providing loans for water projects, as requested by the director of the department of water
3 resources.

4 **SECTION 9. BANK OF NORTH DAKOTA LINE OF CREDIT - WATER**

5 **INFRASTRUCTURE REVOLVING LOAN FUND - TRANSFER.** The department of water
6 resources may request a line of credit from the Bank of North Dakota not to exceed
7 \$100,000,000 to be transferred to the water infrastructure revolving loan fund as requested by
8 the director of the department of water resources to provide local cost-share loans for projects
9 approved by the state water commission pursuant to section 6-09-49.2 for the period beginning
10 with the effective date of this Act and ending June 30, 2027. The interest rate associated with
11 the line of credit must be the prevailing interest rate charged to North Dakota government
12 entities. The department of water resources shall request a deficiency appropriation from the
13 seventieth legislative assembly to repay the line of credit.

14 **SECTION 10. AMENDMENT.** Section 54-35-02.7 of the North Dakota Century Code is
15 amended and reenacted as follows:

16 **54-35-02.7. Water topics overview committee - ~~Duties~~Powers and duties.**

- 17 1. The legislative management, during each ~~interim~~biennium, shall appoint a water topics
18 overview committee in the same manner as the legislative management appoints
19 other interim committees. The committee must meet quarterly during the interim and is
20 responsible for legislative overview of water topics and related matters, the Garrison
21 diversion project, and for any necessary discussions with adjacent states on water
22 topics. The legislative management shall designate the chairman of the committee.
23 The committee shall operate according to the statutes and procedure governing the
24 operation of other legislative management interim committees.
- 25 2. Any request anticipated to be submitted to the state water commission or to the next
26 legislative assembly for which the state cost share is estimated to be ten million dollars
27 or more must be reported to the water topics overview committee before May
28 thirty-first of each even-numbered year. The committee shall review the request and
29 make a recommendation on the prioritization of the project for consideration by the
30 next legislative assembly. A copy of the committee's report concerning a new water

1 project request must be provided to the appropriations committees of the legislative
2 assembly.

3 3. The committee may solicit draft measures and proposals from interested persons
4 during the interim between legislative sessions, and also may study measures and
5 proposals referred to the committee by the legislative assembly or the legislative
6 management.

7 4. If a water project requesting state funds of ten million dollars or more is introduced in
8 either house without a report from the committee, the committee shall consider and
9 report its recommendation regarding the project. A copy of the committee's report
10 concerning the new water project request must be provided to the appropriations
11 committees of the legislative assembly.

12 5. The committee shall work collaboratively with the state water commission and may
13 meet with the state water commission.

14 6. The committee shall report on the committee's project prioritization process, provide
15 updates on allocated program expenditures, and report on the fund balances of
16 projects, grants, and contracts. The legislative management shall designate the
17 chairman of the committee. The committee shall operate according to the statutes and
18 procedure governing the operation of other legislative management interim
19 committees.

20 7. The committee shall report the findings and recommendations of the committee, along
21 with any necessary legislation, to the legislative management and to the legislative
22 assembly.

23 **SECTION 11. AMENDMENT.** Section 61-02-79 of the North Dakota Century Code is
24 amended and reenacted as follows:

25 **61-02-79. Bank of North Dakota - Line of credit.**

26 The Bank of North Dakota shall extend department of water resources may request a line of
27 credit from the Bank of North Dakota not to exceed one hundred million one hundred fifty million
28 dollars at the prevailing interest rate charged to North Dakota government entities. The
29 department of water resources shall repay the line of credit from funds available in the
30 resources trust fund or other funds, as appropriated by the legislative assembly. If the moneys
31 available at the end of each biennium are not sufficient to repay the line of credit, the

department of water resources shall request from the legislative assembly a deficiency appropriation to repay the line of credit. The department of water resources may access the line of credit, as necessary, to provide up to ~~fifty million dollars for the northwest area water supply project and up to fifty million dollars for the southwest pipeline project and one hundred million dollars for water projects during the biennium beginning July 1, 2023, and ending June 30, 2025.~~

SECTION 12. A new section to chapter 61-24.6 of the North Dakota Century Code is created and enacted as follows:

Biota water treatment plant operating fund - Continuing appropriation.

The biota water treatment plant operating fund is a special fund in the state treasury into which all federal funds received for the operation of the northwest area water supply's biota water treatment plant must be deposited. All moneys in the fund are appropriated to the department of water resources on a continuing basis for operations of the biota water treatment plant.

SECTION 13. STATE WATER COMMISSION - RED RIVER VALLEY WATER SUPPLY PROJECT FUNDING - LEGISLATIVE INTENT. Excluding the funding provided for Red River valley water supply projects prior to the 2023-25 biennium, the state water commission may not approve state funding for the Red River valley water supply project in excess of a total of \$953,000,000 without legislative approval. It is the intent of the sixty-ninth legislative assembly that of the \$773,000,000 yet to be designated, \$150,000,000 is provided from funds appropriated to the department of water resources for regional water supply in section 1 of this Act.

SECTION 14. STATE WATER COMMISSION - MOUSE RIVER FLOOD CONTROL PROJECT FUNDING - LEGISLATIVE INTENT. Excluding the funding provided for Mouse River flood control projects prior to the 2023-25 biennium, the state water commission may not approve state funding for the Mouse River flood control project in excess of a total of \$380,500,000 without legislative approval. It is the intent of the sixty-ninth legislative assembly that of the \$304,400,000 yet to be designated, \$65,000,000 is provided from funds appropriated to the department of water resources for flood control in section 1 of this Act.

SECTION 15. STATE WATER COMMISSION - GRANTS AND WATER PROJECTS - 2025-27 BIENNIUM - LEGISLATIVE INTENT. It is the intent of the sixty-ninth legislative

assembly that the funds appropriated in the water supply, regional water supply, flood control, and general water line items in section 1 of this Act be designated as follows, although funding may be reallocated between designations in each line item:

1. \$90,000,000 for water supply, including:
 - a. \$35,000,000 for municipal water supply; and
 - b. \$55,000,000 for rural water supply.
2. \$185,000,000 for regional water supply, including:
 - a. \$150,000,000 for Red River valley water supply project; and
 - b. \$35,000,000 for western area water supply project.
3. \$85,500,000 for flood control, including:
 - a. \$65,000,000 for Mouse River flood control;
 - b. \$13,000,000 for Valley City flood control; and
 - c. \$7,500,000 for other flood control projects.
4. \$19,750,000 for general water, including:
 - a. \$15,000,000 for water conveyance; and
 - b. \$4,750,000 for other general water projects.

SECTION 16. SOUTHWEST PIPELINE PROJECT LINE OF CREDIT - LEGISLATIVE

INTENT. It is the intent of the sixty-ninth legislative assembly that the department of water resources utilize capital repayments from the southwest pipeline project deposited in the resources trust fund for the repayment of any principal and interest associated with the \$50,000,000 Bank of North Dakota line of credit provided for the southwest pipeline project in section 61-02-79 of the North Dakota Century Code.

SECTION 17. MISSOURI RIVER AND OTHER WATER SYSTEMS - LEGISLATIVE

INTENT. It is the intent of the sixty-ninth legislative assembly that the department of water resources continue to support efforts that protect and develop beneficial use of Missouri River system water and other available water supply sources.

SECTION 18. LEGISLATIVE MANAGEMENT STUDY - DESIGNATED APPROPRIATIONS

FOR WATER PROJECTS. During the 2025-26 interim, the legislative management shall consider studying designated appropriations for water projects. The study must include an evaluation of the impact of designating appropriations for water projects and of providing legislative intent for funding to be provided over multiple bienniums for water projects. The study

1 must also consider the appropriate involvement of the legislative management's water topics
2 overview committee in the prioritization of funding for water projects. The legislative
3 management shall report its findings and recommendations, together with any legislation
4 required to implement the recommendations, to the seventieth legislative assembly.

5 **SECTION 19. EXEMPTION - DEPARTMENT OF WATER RESOURCES STUDY -**
6 **MISSOURI RIVER INTAKE SITES STUDY PHASE TWO - REPORT.** During the 2025-26
7 interim, the department of water resources shall study or conduct a field investigation as
8 phase two of the department's study of select intake sites identified in phase one of the Missouri
9 River intake sites study conducted during the biennium beginning July 1, 2023, and ending
10 June 30, 2025. The state water commission is not subject to procurement requirements under
11 chapter 54-44 for the purpose of contracting with a consultant for this study. Funding necessary
12 for the study is included in the appropriation in the discretionary funding line item in section 1 of
13 this Act. The department of water resources shall report to the legislative management during
14 the 2025-26 interim and to the appropriations committees of the seventieth legislative assembly
15 regarding the status of and any recommendations from phase two of the Missouri River intake
16 sites study.

17 **SECTION 20. EXEMPTION - STATE WATER COMMISSION STUDY - REGIONAL WATER**
18 **SYSTEMS GOVERNANCE AND FINANCE - REPORT.** During the 2025-26 interim, the state
19 water commission shall study the long-term governance and finance models of select regional
20 water systems in the state. The study must include the operational and organizational aspects
21 of the southwest pipeline project, northwest area water supply project, and Red River valley
22 water supply project. The state water commission is not subject to procurement requirements
23 under chapter 54-44 for the purpose of contracting with a consultant for this study and may
24 contract for the study only with an entity that does not receive direct or indirect benefits from
25 any regional, municipal, or rural water system within the state. Funding for the study is included
26 in the appropriation in the discretionary funding line item in section 1 of this Act. The state water
27 commission shall provide a draft report to the legislative management by March 31, 2026,
28 regarding the results of and any recommendations from the regional water systems governance
29 and finance study.

30 **SECTION 21. EXEMPTION - STATE WATER COMMISSION STUDY - COST-SHARE**
31 **POLICY AND FINANCIAL PLANNING - REPORT TO LEGISLATIVE MANAGEMENT.** During

1 the 2025-26 interim, the state water commission shall study its cost-share policy, including an
2 evaluation of whether projected funding for water projects, in conjunction with the existing cost-
3 share policy, will adequately address anticipated funding needs for water projects through
4 July 1, 2039. The study must also evaluate the schedules and overall work plans of water
5 projects and the state's financial role in deferred maintenance or replacement projects and must
6 recommend strategies to address any funding shortfalls identified. The state water commission
7 is not subject to procurement requirements under chapter 54-44 for the purpose of contracting
8 for this study and may contract for the study only with an entity that does not receive direct or
9 indirect benefits from the cost-share program. Funding for the study is included in the
10 appropriation in the discretionary funding line item in section 1 of this Act. The state water
11 commission shall provide a draft report to the legislative management by March 31, 2026,
12 regarding the results of and any recommendations from the cost-share policy study.

13 **SECTION 22. EXEMPTION - LINE ITEM TRANSFERS - REPORT.** Notwithstanding section
14 54-16-04, the office of management and budget shall transfer up to \$5,000,000 between the
15 operating expenses and capital assets line items in section 1 of this Act, during the period
16 beginning with the effective date of this Act, and ending June 30, 2027, as requested by the
17 director of the department of water resources. The director of the department of water resources
18 shall report to the legislative management any transfers made pursuant to this section.

19 **SECTION 23. EXEMPTION - GRANTS - WATER-RELATED PROJECTS - UNEXPENDED**
20 **FUNDS - REPORT.** Section 54-44.1-11 does not apply to funding appropriated or continued for
21 grants or water-related projects included in the capital assets, water supply - grants, rural water
22 supply - grants, flood control projects, discretionary funding, and general water - grants line
23 items in sections 1, 3, and 21 of chapter 52 of the 2023 Session Laws. Any unexpended
24 obligated and unobligated funds from these appropriations may be continued into the 2025-27
25 biennium. Any funds continued, estimated by the department of water resources to be
26 \$600,000,000, may be expended only for the purpose for which it was originally appropriated.
27 The director of the department of water resources shall report to the legislative management
28 any funding continued pursuant to this section.

29 **SECTION 24. EMERGENCY.** This Act and House Bill No. 1040, as approved by the
30 sixty-ninth legislative assembly, are declared to be an emergency measure.

25.1245.02000

Sixty-ninth
Legislative Assembly
of North Dakota

**HOUSE BILL NO. 1531
with Senate Amendments**

HOUSE BILL NO. 1531

Introduced by

Representatives Schreiber-Beck, Beltz, Fisher, Hagert, Kiefert, Monson

Senators Luick, Myrdal, Wanzek, Weber

1 A BILL for an Act to provide an appropriation to the agriculture commissioner to conduct an
2 irrigation expansion study; and to provide for a report to the legislative management.

3 **BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

4 **SECTION 1. APPROPRIATION - GENERAL FUND - AGRICULTURE COMMISSIONER -**
5 **IRRIGATION EXPANSION STUDY - ONE-TIME FUNDING - REPORT TO THE LEGISLATIVE**
6 **MANAGEMENT.**

7 1. There is appropriated out of any moneys in the general fund in the state treasury, not
8 otherwise appropriated, the sum of \$75,000, or so much of the sum as may be
9 necessary, to the agriculture commissioner for the purpose of contracting with a
10 consultant to study the potential benefits of expanding irrigation throughout the state,
11 for the biennium beginning July 1, 2025, and ending June 30, 2027. The funding is
12 considered a one-time funding item.

13 2. The consultant shall study:

14 a. The potential economic benefits of increased irrigation and improved water
15 conveyance in rural communities of the state;

16 b. The ramifications of failing to construct and implement irrigation infrastructure as
17 originally designed under the Pick-Sloan Flood Control Act of 1944 [Pub. L.
18 78-534; 58 Stat. 887];

19 c. A comparison of the economic contribution between irrigated land and
20 nonirrigated land;

- 1 d. A comparison of the economic contribution between using subsurface water
- 2 management systems and land not using subsurface water management
- 3 systems; and
- 4 e. Any other factors that would improve and expand irrigation in the state along with
- 5 any perceived benefits from expanded irrigation.
- 6 3. The agriculture commissioner is exempt from the state purchasing practices under
- 7 chapter 54-44.4 when contracting for services to accomplish the study.
- 8 4. Before July 1, 2026, the agriculture commissioner shall present the findings and
- 9 recommendations of the study, and any proposed legislation necessary to implement
- 10 the recommendations, to the legislative management.

**Sixty-ninth Legislative Assembly of North Dakota
In Regular Session Commencing Tuesday, January 7, 2025**

SENATE BILL NO. 2379
(Senators Boehm, Magrum, Wobbema)
(Representatives D. Johnston, Koppelman, Fisher)

AN ACT to amend and reenact section 32-15-06 of the North Dakota Century Code, relating to the surveying process during eminent domain proceedings.

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:

SECTION 1. AMENDMENT. Section 32-15-06 of the North Dakota Century Code is amended and reenacted as follows:

32-15-06. Entry for making surveys.

1. a. In all cases when a case in which land is required for public use, the person or corporation, or the person's or corporation's agents, in charge of such the use may survey and locate the same, but it land after providing the owner on the tax list a written notice of intent to survey. The notice must contain the name, proposed completion date, type, proposed route or location of the project associated with the survey, nature of the work the person in charge of the public use intends to complete, and the name, telephone number, physical address, and mailing address of the person in charge of the public use.
- b. The person in charge of the public use shall deliver the notice to the owner on the tax list through certified mail. The person in charge of the public use may not survey the land until thirty days after delivery of the notice, unless the owner consents to an earlier survey date. If the person in charge of the public use fails to survey the land within ninety days of delivery of the notice, the person shall deliver a new notice of intent to survey through certified mail. A survey conducted under a subsequently issued notice of intent to survey must be conducted in accordance with the timeline established under this subdivision.
2. The survey and location of the condemner's project must be located in the manner which will be compatible with the greatest public benefit and the least private injury and subject to the provisions of section 32-15-21. Whoever is
3. The person in charge of such the public use may enter upon the land and make examinations, surveys, and maps thereof the land in accordance with subsection 1, and such the entry constitutes no does not constitute a claim for relief in favor of the owner of the land except for injuries resulting from negligence, wantonness, or malice.

Bred Belknap
President of the Senate

Robi Weiss
Speaker of the House

Shanda Page
Secretary of the Senate

Bull J. Reick
Chief Clerk of the House

This certifies that the within bill originated in the Senate of the Sixty-ninth Legislative Assembly of North Dakota and is known on the records of that body as Senate Bill No. 2379.

Senate Vote: Yeas 39 Nays 8 Absent 0

House Vote: Yeas 69 Nays 23 Absent 2

Shanda Page
Secretary of the Senate

Received by the Governor at 3:30 P M. on April 4th, 2025.

Approved at 8:47 A M. on April 5th, 2025.

[Signature]
Governor

Filed in this office this 8th day of April, 2025,
at 1:14 o'clock P M.

Michael Howe
Secretary of State

Bureau of Reclamation Activities

Garrison Diversion Board of Directors Meeting
April 24-25, 2025

Municipal, Rural, and Industrial Program

Rural Water Budgets

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

*Includes BIL funding and additional earmarked funding

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

State Municipal Rural and Industrial Program

Northwest Area Water Supply (NAWS)

Construction is ongoing for the Biota Water Treatment Plant (WTP) Phase I (Contract 7-2A/4-1A), the Snake Creek Pumping Plant (SCPP) Intake Modification (Contract 6-1A), 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, but work has stalled due to winter weather. Substantial completion is anticipated in mid-May. Work on the Bottineau Reservoir and Pump Station is 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.

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. 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. 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. The contractor has worked through the commissioning and has the Pall membranes and the ceramic membranes able to run at the same time. They are now working on fine tuning the system which includes running all new CAT6 communication cables and replacing some solenoid valves. Training is anticipated to be scheduled for the WTP staff next month.

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

Contract 4-1 Schedule 2 was advertised, and bids were opened on May 8, 2024, with Carstenson Contracting Inc (CCI) the low bidder. CCI's bid of \$3,993,692.35 was \$222,059.76 lower than the second lowest bidder (Wagner Construction) and \$276,390.87 lower than the engineer's estimate. This project includes furnishing and installing approximately 126,670 feet of 2 inch through 4 inch diameter Polyvinyl Chloride (PVC) pipe, connections to 35 services, wet tap tie-ins, road and stream crossings and all other related appurtenances as required by the project drawings, specifications, and contract documents. The final completion date is on or before December 12, 2025. The pre-construction conference took place September 11, 2024. Two Change Orders have been added to the contract making the new contract amount \$4,851,609.03. Change Order No. 1 added 2 users to the contract in the amount of \$447,140.70. Change Order No. 2 added 3,120 linear feet of 6" SDR 21 PVC Pipe and 1,415' of 8" HDPE and associated appurtenances. Change Order No. 2 is in the amount \$410,775.98 and will be reimbursed by the South Dakota Department of Transportation. The Tribe entered an agreement with the South

Dakota Department of Transportation to move the pipeline for a road and bridge project close to the Grand River Casino.

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. The FY2025 AI awards were announced on December 3, 2024, with Standing Rock receiving an additional \$500,000 of partial funding for the Area Meter project.

Standing Rock recently advertised two contracts, the Cold Storage building and the MRI Office Upgrades. Both projects were first bid on November 7, 2024. The MRI Office Upgrades includes replacement of the roof and windows, adding a vestibule, and remodeling the interior of the office space. Standing Rock received one bid from T.F. Powers Construction Company in the amount of \$2,186,334. The engineer's estimate was \$1,200,600. Standing Rock readvertised for a bid opening on January 29, 2025, and received four bids. The low bid was \$1,242,978 from TooZ Construction, Inc. out of Dickinson, North Dakota. The Cold Storage Building contract consists of an 80-foot x 100-foot building along with site work. The Cold Storage Building contract was also advertised on November 7, 2024, with two bids received. The low bid was from T.F. Powers in the amount of \$1,897,983. The engineer's estimate was \$1,604,250. Standing Rock decided to readvertise the project for a bid opening on January 29, 2025. Five bids were received with the low bid being from TooZ Construction in the amount of \$1,245,686.67. Standing Rock awarded both contracts to TooZ Construction.

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.

Spirit Lake has completed all easements and cultural resource work for the Tokio Service Area Rural Distribution Phase I contract and submitted the plans and specifications for review. Plans and specifications were reviewed, and comments sent to Spirit Lake on April 1, 2025. It is anticipated that the distribution line project will be advertised and bid this spring/summer 2025.

Fort Berthold Rural Water System (FBRWS)

Contingent upon appropriations, 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.

In March 2023, the Tribe was approved/awarded for \$54.38 million of Infrastructure Investment and Jobs Act Aging Infrastructure (IIJA-AI) projects for the FBRWS. In May 2024, two more projects were approved (not awarded) for \$4.785 million. Another two projects were approved (not awarded) for \$2.5 million in December 2024. Since the fate of IIJA funds is now uncertain, the Tribe has stopped work on all the IIJA-AI projects except the five that have been advertised.

Five potable water storage tanks were advertised and awarded in spring 2024, one is funded under the FBRWS construction ceiling, one with IIJA-AI funds, and the other three are Tribally funded. Construction has halted for the winter on these projects.

Three Affiliated Tribes 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.

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. In August 2024, the Tribe submitted their Corrective Action Plan (CAP) for the findings.

Reclamation will continue to submit permit applications to the U.S. Army Corps of Engineers for FBRWS raw water intake(s) for MR&I purposes as is needed by the Tribe. An application is being prepared for the Lucky Mound area.

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

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. They are currently working on tasks associated with start-up of the plant. 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 conjunction 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 Turtle Mountain, \$12.789 million approved in May 2024, and \$28.282 million approved in FY2025. 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), HWY 3 BIA 8 Watermain Replacement (\$6 Million), Raw Water Line Replacement Rolette and Shell Valley (\$11.482 million), BIA 5&6 Watermain Replacement (\$5 Million), Hwy 5 Watermain Replacement (\$10.83 Million), Reservoir C West Watermain Replacement (\$5.37 Million), and Reservoir C East (\$6.99 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 linear feet 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 off Trenton's bulk supply by April 15, but Williston went back on that shutoff date and Trenton is still using this as their supply. Northwest Rural Water District 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 supplying 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 2023 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 is being reviewed by the Corps of Engineers. Reclamation will be the lead agency for NEPA and has prepared a Categorical Exclusion. A decision to award the alternative will likely be in 2025. Reclamation has identified Federal FY2025 funding to reimburse Garrison Diversion's 2025 Operations and Maintenance workplan line-item request of \$2.15 million.

McClusky and New Rockford Canals

Reclamation and Garrison Diversion continue 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 conducted an Associated Facility Review on the New Rockford Canal on October 29, 2024, and McClusky Canal on November 14, 2024. The McClusky report was sent to Garrison Diversion on March 20, 2025.

Reclamation has funding to reimburse Garrison Diversion's 2025 workplan budget of \$4,595,762.79 for the 2024 Committed Funds and 2025 Program Work Budget line items.

Irrigation

Jamestown Dam

The annual James River Operations Meeting was held on April 15, 2025, in Jamestown, North Dakota.

Turtle Lake and McClusky Canal Irrigation Areas

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

Standing Rock Irrigation Project

Geotechnical evaluation at Eagle Unit is under review by the U.S. Army Corps of Engineers for their approval before moving forward with the project.

Tribe was selected for FY2024 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 has been assigned until Tribe finds her replacement.

Recreation Development

Chain of Lakes

Campground hosts have agreed to return. They know there will be no monetary compensation this year.

Macie Edwards will take Michelle Boehm to review signage replacement needs at Chain of Lakes once weather/time allows to make a site visit.

Macie Edwards is working with Bureau of Land Management and Reclamation Regional Office staff. Michelle Vetter will get Law Enforcement in place for July 4th holiday weekend.

McLean County Law Enforcement Agreement in place for FY2025 season.

Hoffer Lake

Construction is currently being done on the 4H building. The necessary paperwork has been submitted and approval to begin construction on the Hoop House should be coming through soon.

North Dakota Natural Resources Trust

No updates

Wildlife Program

Lonetree

No updates

Audubon

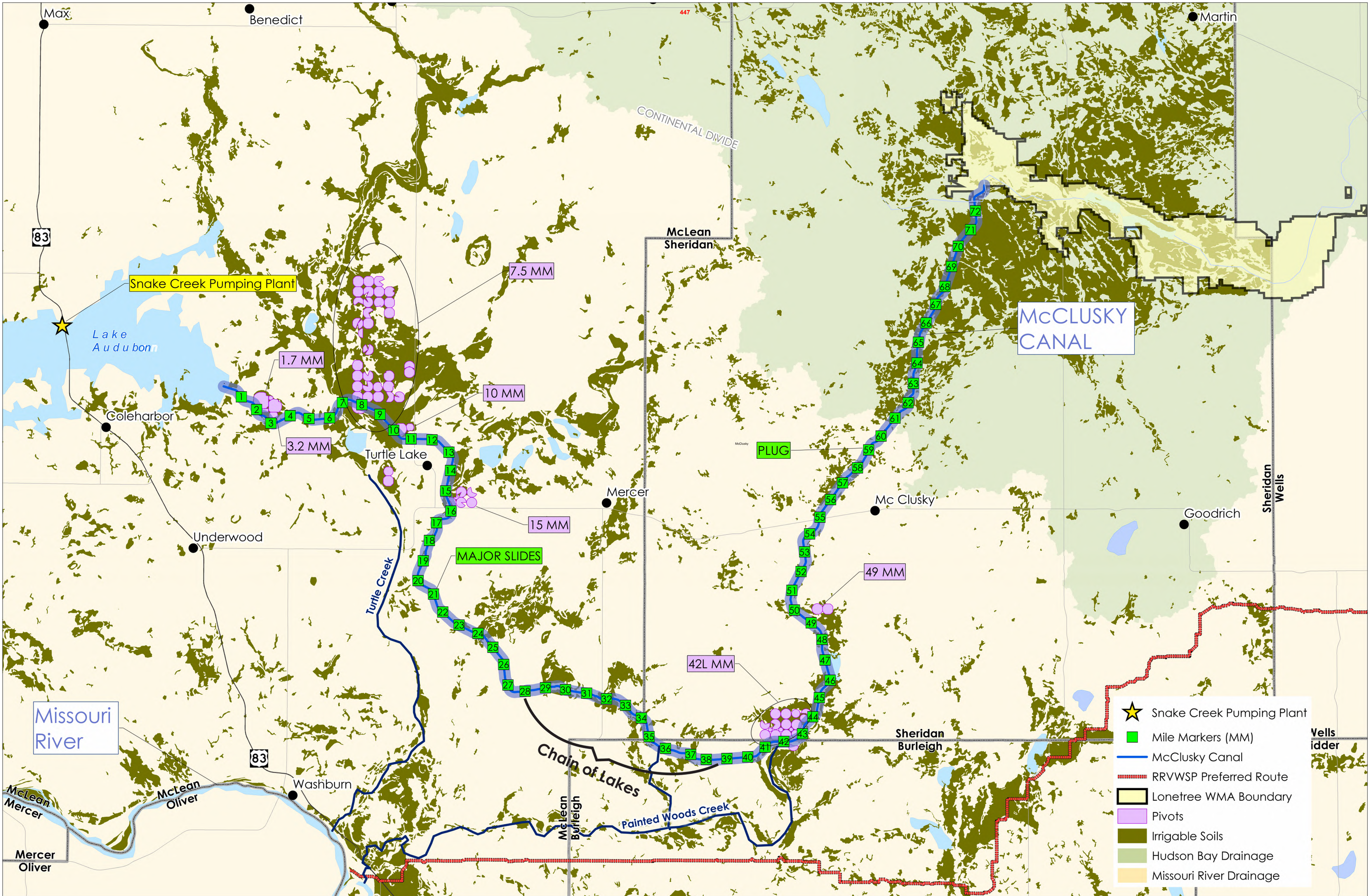
Funding modification submitted to Reclamation Regional Office for review.

Arrowwood

A new 5-year electric fish barrier maintenance agreement was awarded to Smith-Root Inc. in January 2025. The fish barrier was turned on for the season on March 26, 2025.

Scattered Tracts

No updates



McCLUSKY CANAL

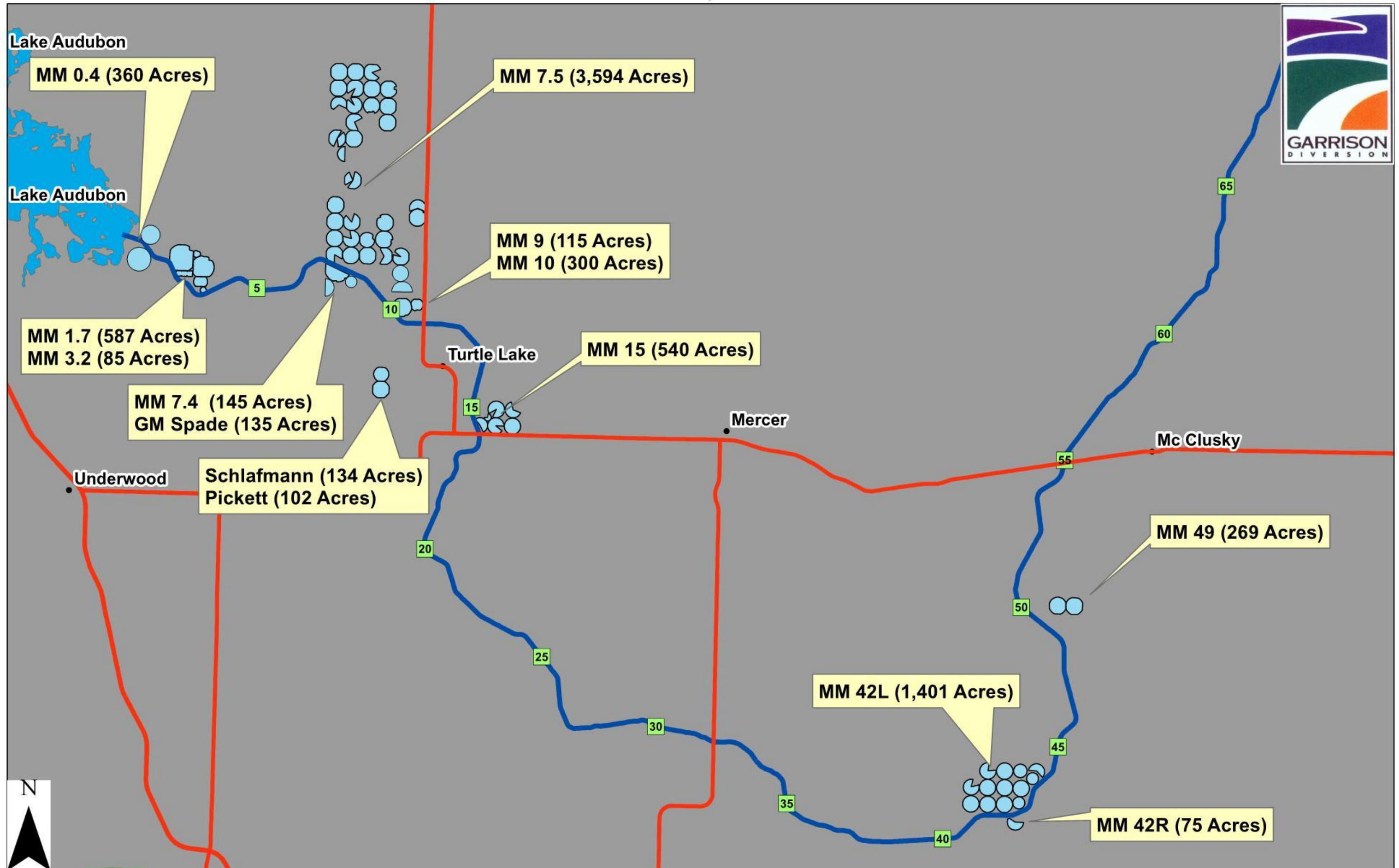
Date: 2/15/2019

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Edited by: hrecords
Imagery 2015 NAIP

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REPORT ON OUT-OF-STATE MEETING

Name:

Place:

Meeting:

Date:

Key issues covered:

Contact or resource people at meeting:

Name	Organization	Address/Phone	Issue

New ideas or solutions that could benefit North Dakota:

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

Additional comments:

 Signature

REPORT ON OUT-OF-STATE MEETING

Name: Greg Bischoff

Place: Temecula, CA

Meeting: Groundwater

Date: Feb 25-27, 2025

Key issues covered:

Main things covered were Groundwater Use and Aquifer Recharge

Contact or resource people at meeting:

Name	Organization	Address/Phone	Issue
Wes Danskin	USGS		Aquifer Recharge

New ideas or solutions that could benefit North Dakota:

The aquifer recharge subject was interesting with one presenter talking about some moderate success and then another on how it's not as viable of a tool as had been thought. It will be interesting to see what takes place in the next few years.

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

Additional comments:

The tour went to a reservoir and pumping plant that supplies water for a large part of southern California. The reservoir is only filled through the canal system from northern California. They don't put Colorado R. water into it as there are Quagga Mussels in the river system and they don't want to have them in the reservoir.

Greg Bischoff

Signature

MAR 20 2025

March 14, 2025

MERRI MOORIDIAN
GARRISON DIVERSION CONSERVANCY DISTRICT
PO BOX 140
CARRINGTON ND 58421

Votes = 70457

RE: NOTICE OF ANNUAL MEETING

Dear NDIRF Member Representative:

As a representative of a member of the North Dakota Insurance Reserve Fund, you are cordially invited to attend its annual meeting. The meeting is scheduled for **Thursday, May 8, 2025, beginning at 9:30 a.m. CDT, at the North Dakota Heritage Center, 612 East Boulevard Avenue, Bismarck, ND.**

The purpose of the 2025 Annual Meeting is to review 2024 business, discuss current and future business and elect representatives in the **"Cities", and "Counties" categories** to the NDIRF Board of Directors. A copy of the minutes of the 2024 Annual Meeting is enclosed.

The number of votes to which your entity is entitled is indicated at the top of this page. You may cast votes regarding NDIRF business and/or election of directors at the Annual Meeting or by signing and returning the enclosed proxy. **If your entity is represented by a NDIRF Board Member whose term expires as of the end of the 2025 annual meeting, your proxy includes directions regarding the NDIRF Board Member election.**

If you will not be able to attend the 2025 NDIRF Annual Meeting, please sign and return your proxy. For your proxy to be effective, it must be received by the NDIRF no later than May 7, 2025.

The NDIRF will serve pastries, coffee, and other beverages for those attending the meeting. To assist in the planning of the meeting, complete and return the enclosed RSVP by May 7.

The NDIRF Board of Directors looks forward to meeting with you on May 8, 2025.

Sincerely,

Tyler Jacobson
Chairperson, NDIRF Board of Directors

RSVP**NORTH DAKOTA INSURANCE RESERVE FUND
ANNUAL MEETING****THURSDAY, MAY 8, 2025****NORTH DAKOTA HERITAGE CENTER
612 EAST BOULEVARD AVENUE
BISMARCK, NORTH DAKOTA**

9:00 A.M. – 9:30 A.M.: Registration

9:30 A.M. – 10:30 A.M.: Annual NDIRF Business Meeting

NDIRF Member Entity: _____

Name(s) of those attending meeting:

Signed: _____

Please return this form in the envelope provided or fax it to the NDIRF office at (701) 224-0609 or e-mail it to Renaee.Kondos@ndirf.com **no later than May 7, 2025**. If you have any questions, you may call Renaee at (701) 751-9115.

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NORTH DAKOTA INSURANCE RESERVE FUND
PROXY FOR ANNUAL MEETING

OTHERS

This proxy is solicited on behalf of the Board of Directors of the North Dakota Insurance Reserve Fund.

The undersigned hereby appoints the Chairperson of the NDIRF Board of Directors, as its proxy holder, to attend and vote for the undersigned at the Annual Meeting of members of the NDIRF to be held on May 8, 2025, and any adjournments thereof, to cast the votes of the undersigned on such business as may properly come before the meeting in conformance with the directions of the majority of the Board of Directors of the NDIRF. The number of votes you are entitled to is based on your annual NDIRF manual contribution.

RETURN NO LATER THAN MAY 7, 2025

The undersigned acknowledges that he or she is an officer, manager, or agent for the below-entitled organization and is authorized to cast this proxy on its behalf. The undersigned further acknowledges receipt of the Notice of Annual Meeting of Members to be held on the 8th day of May 2025 at 9:30 a.m., at the ND Heritage Center in Bismarck, North Dakota.

By: _____
Signature of Authorized Representative

MERRI MOORIDIAN
GARRISON DIVERSION CONSERVANCY DISTRICT
PO BOX 140
CARRINGTON ND 58421

Votes = 70457

NDIRF BOARD NOMINEE PROFILES 2025

"CITIES" CATEGORY

DARCIE HUWE is the Finance Director/Auditor for the City of Wahpeton. She has 22 years of experience in municipal government and holds memberships in the Municipal Finance Officers Association and Government Finance Officers Association. She grew up in Iowa City, IA, and holds a Bachelor of Science Degree in Finance from Bemidji State University. Darcie is a current member of the North Dakota Insurance Reserve Fund Board of Directors.

"COUNTIES" CATEGORY

LYLE BOPP serves as a Sargent County Commissioner (Forman, N.D.). He has 36 years of experience as a North Dakota States Attorney (Sargent County) and 45 years of experience as an attorney and owner of Bopp Law Office (Forman, N.D.). Bopp holds a bachelor's degree from the University of North Dakota and a law degree from the University of North Dakota School of Law. Bopp was serving as Sargent County's States Attorney in 1986 when the NDIRF was formed, seeing first-hand the liability insurance crisis that resulted in a loss of coverage for the county.

**2025 GARRISON DIVERSION
MEETING DATES**

Board

January 9 & 10

April 24 and 25

July 17 and 18

October 16 & 17

Executive Committee

March 13

June 19

September 25

December 18

2025 NWRA on Capitol Hill: Shaping Water Policy, Strengthening Voices Washington, D.C.

The Royal Sonesta Washington, DC Capitol Hill
20 Massachusetts Ave NW, Washington, DC, 20001

Agenda (As of April 10, 2025)

Monday, April 28, 2025

All Day

Independent Congressional and Federal Agency Visits

Take this time to meet your congressional delegation and agency officials to discuss the issues of importance to you and NWRA.

4:00 pm
Sapphire Foyer

NWRA Conference Registration Opens

6:00 – 7:00 pm
The Sapphire Room

Welcome Reception

Sponsored by Women in Water Scholarship Fund – Stay tuned for more details at NWRA Summer meeting in Park City, Utah

Tuesday, April 29, 2025

7:30 – 9:00 am
Crown Jewel Foyer

Breakfast

Continental breakfast with assorted pastries, breakfast sandwiches, fruit, yogurt, coffee, and assorted juices.

7:45 – 8:00 am
The Crown Ballroom

NWRA – Welcome & Comments

Greg Morrison & Christine Arbogast

8:00 – 8:30 am
The Crown Ballroom

NWRA – Water Advocacy in Washington: How to engage with Congress and Federal Agencies Effectively

Kris Polly
Greg Morrison

8:30 – 9:15 am
The Crown Ballroom

Department of the Interior Acting Assistant Secretary of Water & Science, Scott Cameron

Key priorities, as they relate to Western water, and how they align with the Administration's broader water policy agenda

9:15 – 9:45 am
The Crown Ballroom

Jonathon Davidson, Senior Public Policy Advisor, Wilmer Hale

What is Reconciliation, Anyway?

2025 NWRA on Capitol Hill: Shaping Water Policy, Strengthening Voices Washington, D.C.

The Royal Sonesta Washington, DC Capitol Hill
20 Massachusetts Ave NW, Washington, DC, 20001

Agenda (As of April 10, 2025)

10:00 – 10:45 am
The Crown Ballroom

**William Ball, Senior Policy Advisor to the Speaker of the House
(INVITED)**
How Western water fits within the Speaker's policy agenda

10:45 – 11:00 am
The Crown Ballroom

Break

11:00 – 11:45 am
The Crown Ballroom

**Senate & House Appropriations and Authorizing Committee Staff
Panel Discussion**
Western water policy priorities & how do we fund them

12:00 pm – 5:00 pm

Independent Congressional and Federal Agency Visits
Take this time to meet your congressional delegation and agency officials to discuss the issues of importance to you and NWRA.

5:30 pm – 7:00 pm
NWRA Headquarters
4 E Street SE
Washington, DC 20003

All American Cookout
Join your NWRA friends for a relaxing evening of networking and great food (hotdogs and apple pie).

Wednesday, April 30, 2025

7:30 – 9:00 am
West Atrium Gallery

Breakfast
Continental breakfast with assorted pastries, breakfast sandwiches, fruit, yogurt, coffee, and assorted juices.

7:30 am – 12:00 pm
West Atrium Gallery

Registration

2025 NWRA on Capitol Hill: Shaping Water Policy, Strengthening Voices Washington, D.C.

The Royal Sonesta Washington, DC Capitol Hill
20 Massachusetts Ave NW, Washington, DC, 20001

Agenda (As of April 10, 2025)

8:30 – 9:15 am West Atrium Gallery	21st Chief of the Forest Service, Tom Schultz Policy priorities to protect & enhance watershed health and America's "First Reservoir"
10:00 – 10:45 am West Atrium Gallery	House Natural Resources Subcommittee on Indian and Insular Affairs – Chairman Jeff Hurd Western Water Policy Issues from a freshman perspective
10:00 – 10:45 am West Atrium Gallery	Water Association Panel – ACWA, Salt River Project, AWWA, National Waterways Conference, SRF Administrators, Waters Advocacy Coalition Expert analysis on the state of Washington, D.C. Top legislative priorities & opportunities for collaboration
10:45 – 11:00 am West Atrium Gallery	Break
11:00 – 11:30 am West Atrium Gallery	Bureau of Reclamation Acting Commissioner, David Palumbo Front Burner Issues at Bureau of Reclamation
11:30 – 12:00 pm West Atrium Gallery	House Natural Resources Water, Wildlife and Fisheries Subcommittee – Chairwoman Harriett Hageman (INVITED) Western water perspective & legislative priorities
12:00 pm – 5:00 pm	Independent Congressional and Federal Agency Visits <i>Take this time to meet your congressional delegation and agency officials to discuss the issues of importance to you and NWRA.</i>

**2025 NWRA on Capitol Hill:
Shaping Water Policy, Strengthening Voices
Washington, D.C.**

The Royal Sonesta Washington, DC Capitol Hill
20 Massachusetts Ave NW, Washington, DC, 20001

Agenda (As of April 10, 2025)

12:00 pm – 2:00 pm
East Atrium Gallery

NWRA Board of Directors Meeting

DRAFT