GARRISON DIVERSION CONSERVANCY DISTRICT BOARD OF DIRECTORS Carrington, North Dakota July 17 & 18, 2025

AGENDA

July 17

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 - April 24 & 25, 2025

- 1:40 p.m. VI. Officers and Committee Reports
 - A. Chairman Jay Anderson
 - 1. Executive Committee
 - a. Financial Report Merri Mooridian
 - i. 2024 Audit Report Brian Stavenger, Eide Bailly (separate document)
 - ii. >*Financial Statements
 - iii. >2026 Preliminary Budget
 - iv. >Budget Timeline
 - 2. >*Draft Public Comment Policy Merri Mooridian
 - B. Vice Chairman Greg Bischoff
 - C. Second Vice Chairman Jeff LeDoux
 - D. E&O Committee Mike Tweed
 - E. Public Relations Committee Nikki Boote
 - F. MR&I Committee
 - 1. >Construction Reports Duane DeKrey
 - 2. > Water Supply Assistance Grant Program Larry Kassian
 - i. >Approved Projects
 - G. Red River Valley Committee Greg Bischoff
 - 1. *James River Modeling Study
- 2:10 p.m. VII. >Bureau of Reclamation Report Scott Hettinger2:15 p.m. VIII. Department of Water Resources Report John Paczkowski
- 2:25 p.m. IX. Red River Valley Water Supply Project
 - A. >Work Plan & Construction Update Kip Kovar
 - B. >*2023-2025 Revised Biennium Work Plan/Budget Kip Kovar/Kurt Ronnekamp
 - C. >2025-2027 Draft Biennium Work Plan/Budget Kip Kovar/Kurt Ronnekamp
 - D. >Program Schedule Kip Kovar
 - E. User Engagement Update Steve Burian
 - 1. >Prospective Users Update
 - 2. Memorandum of Commitment
 - a. >*Northeast Regional Water District

- F. Financial Update Merri Mooridian
 - 1. Interim Financing Agreement Series F Merri Mooridian
- 3:00 p.m. **COFFEE BREAK**
- 3:15 p.m. Red River Valley Water Supply Project Continued
 - G. Power Supply Update Paul Boersma
 - H. Proposed Operational Responsibilities Kip Kovar/Paul Boersma
 - I. LAWA Update Brent Bogar
- 4:15 p.m. X. Closed Executive Session pursuant to N.D.C.C. § 44-04-19.1, 2, 5 and 9 to discuss: LAWA and User Negotiations
- 4:45 p.m. *RECESS*
- 5:00 p.m. Social at Garden Gate Sponsored by Black & Veatch

July 18

- 8:30 a.m. XI. GDU Facilities Transfer Update Kip Kovar/Duane DeKrey
 - 2. >Monthly Report of Dale Esser
- 8:45 a.m. XII. Snake Creek Embankment Update Kip Kovar
- 8:55 a.m. XIII. O&M Update Ryan Anderson
- 9:10 a.m. XIV. >Irrigation Update Ryan Anderson
 - A. >2025 Map
- 9:15 a.m. XV. ND Water Users and Irrigation Association Report Dani Quissell
 - A. >Summer Water Tours
- 9:20 a.m. XVI. Trip Reports
 - A. Pipe Plant Tour Greg Bischoff, Jason Siegert & Duane DeKrey
- 9:30 a.m. XVII. General Manager's Report Duane DeKrey
 - A. Dakota Dynamics
 - B. >Bernhardt Group
- 9:35 a.m. XVIII. Upcoming Events Jay Anderson
 - A. >Garrison Diversion 2025 Meetings
 - B. >Groundwater Management District Association July 21-23, Idaho Falls, ID
 - C. Water Day, ND State Fair July 24, Minot
 - D. >NWRA Western Water Seminar July 29-31, Park City, UT
 - E. >Top O' the Day Golf Tournament August 11, Carrington
 - F. State Water Commission Meeting August 14,
 - G. NRWA WaterPro Conference September 15-17, New Orleans
 - H. ND League of Cities Conference September 17-19, Bismarck
 - I. LAWA Board Meeting October 2, Fargo
 - J. ND Association of Counties Conference October 26-28, Bismarck
 - K. Family Farm Alliance Conference October 30 & 31, Reno, NV
 - L. NWRA Annual Conference & Leadership Forum Nov. 5-7, Tucson, AZ
 - M. Joint ND Water/Upper Missouri Assoc Conference/Irrigation Workshop Dec. 9-12
- 9:45 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.

25-117

GARRISON DIVERSION CONSERVANCY DISTRICT BOARD OF DIRECTORS

Garrison Diversion Conservancy District Carrington, North Dakota

April 24 & 25, 2025

A meeting of the Garrison Diversion Conservancy District Board of Directors was held on April 24 and 25, 2025, at the Garrison Diversion Conservancy District in Carrington, North Dakota. The meeting was called to order by Chairman J. Anderson at 1:30 p.m. on April 24.

MEMBERS PRESENT

Chairman Jay Anderson

Vice Chairman Greg Bischoff

Second Vice Chairman Jeff LeDoux

Director Dave Anderson

Director Robin Arndt

Director Kyle Blanchfield

Director Nikki Boote

Director Mark Cook (arrived at 2:20 p.m.)

Director Steve Forde (day one)

Director Roger Gunlikson

Director David Johnson

Director Cliff Hanretty

Director Geneva Kaiser

Director Larry Kassian

Director Bruce Klein

Director Kelly Klosterman

Director Steve Metzger

Director Bill Ongstad

Director Jim Pellman (departed at 3:37 p.m.)

Director Kenny Rogers

Director Jason Siegert

Director Mike Tweed

Director Ken Vein (day one)

Director Alan Walter

Director Donald Zimbleman (day one)

Secretary Duane DeKrey

MEMBERS ABSENT

Director Steve Forde (day two)

Director Margo Knorr

Director Brandon Krueger

Director Brian Orn

Director Pellman (day two)

Ken Vein (day two)

Donald Zimbleman (day two)

OTHERS PRESENT

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

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

ANNOUNCEMENTS AND INTRODUCTIONS

Chairman Anderson called on others in attendance to introduce themselves.

OATH OF OFFICE

Tami Norgard, Vogel Law Firm, performed the oath of office for Directors Gunlikson and Rogers.

AGENDA CHANGE

Motion by Vice Chairman Bischoff to amend the board agenda, adding Executive Session as the last item prior to board recess today for the purpose of discussing contract negotiations with Lake Agassiz Water Authority (LAWA) and users regarding the Red River Valley Water Supply Project (RRVWSP). Second by Director Blanchfield. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Forde, Gunlikson, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Cook, Knorr, Krueger and Orn. Motion carried.

READING OF THE MINUTES

Motion by Director Walter to dispense with a reading of the January 9 and 10, 2025, Board of Directors minutes and the January 10, 2025, Committee of the Whole minutes and approve them as distributed. Second by Director Siegert. Upon voice vote, motion carried.

OFFICER AND COMMITTEE REPORTS

Chairman - - Chairman Anderson provided a summary of the March 13, 2025, Executive Committee meeting. He also provided a brief report on activities he has participated in recently, including legislative meetings.

Executive Committee

Financial Statements

Merri Mooridian, Administrative Officer, Garrison Diversion, reviewed Garrison Diversion's financial statements for the period of January 1, 2025, through March 31, 2025. Copies of the financial statements are attached to these minutes as Annex II.

Revenues through March are broken out as follows: General Fund \$4,237,846; MR&I Fund \$5,335,160; O&M Fund \$821,767; RRVWSP Fund \$20,525,429 and Irrigation Fund \$60,317.

Expenditures were: General Fund \$783,021; MR&I Fund \$5,326,017; O&M Fund \$807,813; RRVWSP Fund \$16,463,175 and Irrigation Fund \$30,931.

Ms. Mooridian pointed out the New Change in Assets of (\$1,246,311) is because of a new certificate of deposit issued for \$1.5 million.

The income budget for 2025 is \$162,052,982. Income received through March 31 is \$30,980,519 or 19% of budget.

The expected 2025 expense budget is \$162,505,911 after transfers in and out. Total expenditures through March are \$23,606,357 or 14.5% of budget.

Garrison Diversion's reserve accounts total \$8,908,285.

Deposits at Bank of North Dakota are \$9,044,111; First International Bank & Trust \$12,096,035; Gate City Bank \$10,635,315; and Bravera Bank \$3,876,351.

Motion by Director Klein to accept the financial statements for the period of January 1, 2025, through March 31, 2025. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Forde, Gunlikson, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Cook, Knorr, Krueger and Orn. Motion carried.

2025 Budget Revisions - - Ms. Mooridian reviewed the 2025 budget revisions. She called attention to the increase in Employee Expense shown under salaries, travel and benefits totaling \$115,110. This is due to the transfer of an O&M employee to a General Fund Employee effective April 1. A copy of the 2025 budget revisions is attached to these minutes as Annex III.

Motion by Second Vice Chairman LeDoux to approve the following 2025 budget revisions:

Expenses

General Fund Employee Expense Employee Salaries, increase \$71,500 Travel **Emp Exp Other, increase \$10,000 Benefits** GDCD, increase \$5,535 Retirement, increase \$10,500 Hospital & Life Ins, increase \$15,000 **Unemployment Comp.** increase \$275 Vision/Dental, increase \$1,425 Workforce Safety Ins, increase \$175 Long Term Disability Ins. increase \$700 Administration Communications, increase \$600 Data Processing, increase \$1,250 Small Office Equipment, increase \$2,500

Insurance, increase \$1,200
Maintenance & Repair
Auto Expense, increase \$5,000
Capital Purchases
Vehicle, increase \$60,000

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

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

Vice Chairman Report - - Vice Chairman Bischoff reported on the meetings he has attended on behalf of Garrison Diversion.

Second Vice Chairman Report - - Second Vice Chairman LeDoux also reported on meetings he has taken part in mainly to do with the RRVWSP.

Recreation Committee - - Director Klein, Chairman, Recreation Committee, reported the committee met on March 26, to review and consider 23 recreation grant applications. Funding was awarded in the amount of \$622,894 for 22 projects. Due to the large amount of funds requested (\$736,385), the maximum funding amount allowed per project sponsor was reduced from \$75,000 to \$50,000. This leaves \$204,586 to be awarded for fall applicants.

Director Klein added the committee also approved extensions for five existing projects approaching the three-year project deadline.

Recreation Reserve Fund

Director Klein commented the amount of recreation grants received and the amount of funding requested is steadily increasing. The committee discussed the possibility of utilizing the interest from the existing recreation fund; therefore, the committee is recommending the full board approve this idea.

Chairman Anderson added if the decision is made to keep the interest earnings from the recreation funds with the recreation account, another account would be created.

Motion by Director Klein to approve retaining the interest earned from the Recreation Reserve Accounts retroactive to the date the Recreation Reserve Account was established. Second by Director Arndt.

Director Siegert asked how much money would this amount to.

Ms. Mooridian explained currently, there is one account all the recreation funds are deposited into. Since that account was opened, approximately \$300,000 in interest has been earned. This would be the amount that would go to the Recreation Reserve Account if approved. Following that, any interest earned in that account would stay with the recreation accounts.

Director Walter asked what has been done with interest in the past.

Ms. Mooridian said it has been counted as interest and income in the General Fund.

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

MR&I Committee - - Director Kassian, Chairman, MR&I Committee, reported there is a total of \$165,366 in outstanding approved projects for the Water Supply Assistance Grant Program. The amount paid out so far this year is \$23,550. The remaining balance of committed funds is \$141,119. The committee will meet on May 19 to review and consider the first round of grant applicants for 2025.

MR&I Construction Reports

Duane DeKrey, Secretary, referred to the Municipal, Rural & Industrial (MR&I) Project Construction Report dated March 31, 2025, reporting MR&I expenditures in 2025 total \$1,329,086. Remaining federal MR&I funds are \$13,747,837. The 2025 Bipartisan Infrastructure Law (BIL) funding expenditures are \$3,977,539, which went toward the Northwest Area Water Supply (NAWS) Project. Remaining funds are \$31,235,502. Copies of these reports are attached to these minutes as Annex IV.

Red River Valley Committee - - Director Siegert, Chairman, Red River Valley (RRV) Committee, reported the committee met on April 16 prior to the LAWA Board meeting. At that time, the committee heard updates on construction. They also reviewed change orders and task orders, which are recommended for approval by the board. They also recommend approval of the revised 2023-2025 RRVWSP Biennium Work Plan/Budget and moving forward with the bidding on Contracts 6B, 6C, 7A and 7B. Presentations will be provided on all of these items later in the board meeting.

ND WATER USERS AND IRRGATION ASSOCIATION REPORT

Dani Quissell, ND Water Users and ND Irrigation Association (NDIA), reported on ongoing legislative discussions regarding the budget bill for the State Water Commission (SWC) and Department of Water Resources (DWR), with focus on funding for large projects like the RRVWSP.

The Final Report on the ND Irrigation Feasibility Study is included in the board packets. NDSU is adding graphic design work to make this a final product. The NDIA is looking to do a second study this year with approximately \$75,000 received from the state to do an economic contribution study. This study will update numbers regarding the economic contribution an acre of irrigated land versus a non-irrigated acre provides to the state and local communities.

Ms. Quissell also gave an update on upcoming summer water tours and thanked Garrison Diversion for their support.

RRVWSP UPDATE

Construction Review - - Kip Kovar, District Engineer, Garrison Diversion, presented a construction progress review for the RRVWSP, highlighting completed contracts and ongoing work.

Contracts to date add up to \$270.6 million. Change orders total (\$332,709) for a revised contract price of \$270.2 million.

Contract 5B - Task Order 5532, Change Order No. 6

Change Order No. 6 results in a \$918,029 contract price addition. The contractor is Garney Construction.

Major items are stock piling restoration, dewatering, road maintenance, drain tile replacement and a 25-day schedule extension.

A copy of the change order is attached to these minutes as Annex V.

Contract 5C - Task Order 5533, Change Order No. 1

Change Order No. 1 is a no cost impact change order and no time extension. The contractor is Oscar Renda Contracting.

Road maintenance costs are running over; however, costs on artificial trench foundation are running under budget.

In the bid document, a \$440,000 allowance was included that has not had to be used to date. The recommendation is to move this funding over to the road maintenance line item.

A copy of the change order is attached to these minutes as Annex VI.

Motion by Director Walter to approve Change Order No. 6 on Task Order 5532, Contract 5B, with Garney Construction in the amount of \$918,029.08 and Change Order No. 1 on Task Order 5533, Contract 5C, with Oscar Renda Contracting at a zero-cost impact. Second by Director Siegert. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Forde, Gunlikson, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Cook, Knorr, Krueger and Orn. Motion carried.

Work Plan Update - - Mr. Kovar referred to the RRVWSP Work Plan Update dated March 6, 2025, which summarizes ongoing construction projects. A copy of the update is attached to these minutes as Annex VII.

2025 Construction Outlook - - Mr. Kovar reported work will continue on Contracts 5B, 5C and 5D this summer. A preconstruction meeting was held April 23 regarding Contract 6A, and work should begin on that project in July. The goal is to install 13.5 miles of pipeline this summer; however, to stay on track for project completion in 2032, that needs to ramp up to 15 miles per year.

Mr. Kovar stated the engineering team is also working on a railroad crossing license and meeting monthly with the Bureau of Reclamation (Reclamation) regarding the biota water treatment plant and pump stations.

Approval of Contract Plans and Specifications

Contract 6B/6C and Contract 7A/7B

The plan is to bid and award pipeline Contracts 6B/6C and 7A/7B this spring pending emergency authorization and adequate funding by the SWC. Bidding is anticipated to take place in May. Bids would be opened and awarded in July, and the notices to proceed would be issued in August. Also, in order to do all this, the local cost share is needed.

Mr. Kovar pointed out if advertising and bidding happen this spring, work could potentially begin on these contracts yet this fall.

Mr. Kovar stated the plans and specs for these contracts were provided to the board in a Dropbox link.

Contracts 6B/6C are approximately 17.6 miles combined and 7A/7B are 13.6 miles. Total length of the pipeline is 31.2 miles. In that 31.2 miles, there are eight trenchless crossings and a fairly significant length of tunneling work. The overall estimated cost is \$262 million, which averages out to approximately \$8.4 million per mile. The cost that was carried in the program estimate was \$232 million, which is up \$30 million on the estimate from the program cost.

Motion by Director Walter authorizing that plans and specifications for RRVWSP Contracts 6B/6C and 7A/7B may be advertised for bidding. Second by Director Blanchfield. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Forde, Gunlikson, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Knorr, Krueger and Orn. Motion carried.

MR&I/ENDAWS Task Orders - - Mr. Kovar explained the following task orders are related to Interim Financing Agreement Series E. The funding is coming from the Federal MR&I Grant Program for these task orders and can only be used be used for ENDAWS and design. Funding totals approximately \$6 million and includes the local cost share from Series E.

Mr. Kovar added these have been reviewed and approved by LAWA and the RRV Committee.

Task Order 2150 McClusky Canal Hydraulic & Water Quality Investigation

Task Order 2150 is for study and conceptual design associated with the McClusky Canal as part of the ENDAWS Project. 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. A breakdown of the cost was provided. The fee for this task order is \$443,000. A copy of the task order's executive summary is attached to these minutes as Annex VIII.

<u>Task Order 2350 McClusky Canal Intake Pumping Station Wetwell and BWTP Site</u> Development, Contract 1, Final Design Services and Bidding Assistance

Task Order 2350 is for design and bidding services associated with the McClusky Canal Intake Pumping Station wetwell structure, BWTP site development and access roads. The benefit of this task order is to allow construction to start at the BWTP site. A breakdown of the cost was

provided. The fee for this task order is \$877,000. A copy of the task order's executive summary is attached to these minutes as Annex IX.

Task Order 3150 ENDAWS BWTP Piloting and Treatability Study

Task Order 3150 is for pilot testing and treatability studies for the BWTP as part of the ENDAWS Project. The pilot testing will result in final recommendations for equipment sizing, operating parameters, and chemical use for the final design. A cost breakdown was provided. The fee for this task order is \$872,000. A copy of the task order's executive summary is attached to these minutes as Annex X.

Task Order 3220 ENDAWS Facilities Supplemental Geotechnical Investigation

Task Order 3220 is for a supplemental geotechnical investigation associated with the McClusky Canal Intake and Pumping Station, the BWTP and the McClusky Main Pumping Station as part of the ENDAWS Project. 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 BWTP, the McClusky Canal Intake Pumping Station, McClusky Main Pumping Station, and other facilities and appurtenances 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. A cost breakdown was provided. The fee for this task order is \$886,000. A copy of the task order's executive summary is attached to these minutes as Annex XI.

Task Orders 5315 ETP, Contract 1 and 5325 ETP, Contract 2, Partial Final Design Services

Task Orders 5315 and 5325 are for 90 percent design of the ENDAWS Transmission Pipeline (ETP) Contracts 1 and 2, which are the last two segments of the RRVWSP pipeline. Contract 1 is an 11-mile segment with four trenchless crossings of wetland easements. Contract 2 is a 10-mile segment of pipeline with one trenchless crossing. A cost breakdown was provided. The fee for Task Order 5315 is \$1,950,000 and \$1,780,000 for Task Order 5325. Copies of the task orders' executive summaries are attached to these minutes as Annex XII and XIII respectively.

Motion by Vice Chairman Bischoff to approve Task Orders:

2150 McClusky Canal Hydraulic & Water Quality Investigation	\$ 443,000
2350 ENDAWS Facilities Site Development, Contract 1	\$ 877,000
3150 ENDAWS BWTP Piloting & Treatability Study	\$ 872,000
3220 ENDAWS Facilities Supplemental Geotechnical Investigation	\$ 886,000
5315 ENDAWS Transmission Pipeline Contract 1	\$1,950,000
5325 ENDAWS Transmission Pipeline Contract 2	\$1,780,000
TOTAL	\$6,808,000

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, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Knorr, Krueger and Orn. Motion carried.

2023-2025 Biennium Work Plan/Budget Revisions - - Mr. Kovar referred to the revised RRVWSP 2023-2025 Biennium Work Plan dated April 8, 2025, included in the meeting packet, pointing out the highlights where the budget changes will take place due to the task orders just presented. The \$246 million total budget amount has not changed. The MR&I task orders were added in a while ago, but final tweaks are now being made within each line item. A copy of the revised biennium work plan is attached to these minutes as Annex XIV.

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

2025-2027 Draft Biennium Work Plan/Budget - - Mr. Kovar referred to the 2025-2027 Draft Biennium Work Plan/Budget dated April 9, 2025, included in the meeting packet. Since there have been different levels of funding discussed, this draft work plan has been color coordinated. The green refers to the base option, and by adding up these items it is very close to a \$150 million budget, which is the state ask. This would allow for pipeline installation on Contracts 6B and 6C.

If the state approves another level of funding, the blue lines could be added in, allowing Contract 7A to be included. Should more funding be approved, the orange lines could be counted in, and Contract 7B could also be added. Adding the orange, green and blue comes very close to a \$300 million budget, which is close to the legislative intent. If you were to add up all the colors, the total budget is \$346 million. A copy of the draft 2025-2027 biennium work plan is attached to these minutes as Annex XV.

Mr. Kovar said depending where things end up with the state legislature, adjustments can be made. The board is asked to provide feedback if they see anything they would like changed.

Brent Bogar, LAWA Consultant, reported the House started funding for the RRVWSP at \$260 million. The Senate changed it to \$150 million. The counter proposal handed out at the state legislature today had the funding for RRVWSP at \$250 million. We will see how the Senate responds to that and what other counter proposals there may be.

2025-2027 State Water Commission & WIRFL Submission

Ms. Mooridian commented with the ongoing legislative session and not knowing what amount will be included in the DWR budget bill, it was decided to submit an application requesting \$150 million for state cost share to the SWC, which was believed to be the base amount for the RRVWSP according to what came out of the Senate. Then \$50 million would be requested in matching Water Infrastructure Loan Funds (WIRLF).

Ms. Mooridian reported the LAWA Board approved submitting these requests to the SWC by April 25 to be considered at their June meeting. She referred to the draft resolution included in the meeting packet indicating Garrison Diversion has reviewed the 2025-2027 RRVWSP

Work Plan, approves submitting the application for the project and authorizes and directs the general manager to submit the application to the DWR.

Ms. Mooridian added senior staff at the DWR is aware the application is being submitted to them for \$200 million tomorrow. She has also informed the Bank of North Dakota (BND) the applications are being submitted. Discussions have also been held with BND regarding if the amount coming out of Conference Committee is lower, more than likely, the RRVWSP would be coming back to the August SWC meeting for the additional funding needed.

Ms. Mooridian also reviewed the timeline that must be followed in order to advertise for bids and move forward on Contracts 6B and 6C, which includes drafting the Series F Agreement and submitting the cost share.

Chairman J. Anderson read the resolution aloud to the board members, a copy which is attached to these minutes as Annex XVI.

Motion by Director Metzger to approve the resolution authorizing the submittal of the funding application to the Department of Water Resources for the Red River Valley Water Supply Project. 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, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Knorr, Krueger and Orn. Motion carried.

Mr. Kovar said if \$250 million is received from the state legislature and you add on the local cost share, everything could be completed to Cooperstown. Bidding would be done this summer. Construction would begin next year ending in 2028.

Program Schedule - - Mr. Kovar next referred to the anticipated RRVWSP Program Schedule. This includes all the pipeline contracts and all the facilities based on the ten-year build schedule.

User Engagement Status

Prospective User Update

Steve Burian, Burian & Associates, stated as the Memorandum of Commitment (MOC) phase is winding down, three approaches were considered in regard to further user meetings: 1) abruptly stopping things, 2) looking at the potential for continuing to reach out to users who are likely prospects or 3) continuing to contact users who have already been contacted and provide a soft ending. It was decided not to approach any possible new users, but the outreach team should continue conversations with previously engaged users to encourage them to sign the MOC.

Mr. Burian presented the current status of user sign-ups for the RRVWSP, with 165.14 cfs of capacity committed, slightly exceeding expectations. He discussed the strategy for continuing to engage potential users and presented capacity maps showing signed and potential users. He also explained the hydraulic implications of different user scenarios, including the possibility of using the James River as a conveyance mechanism. The engineering team may need to consider pipeline increases to meet capacity requirements, especially if Fargo and Grand Forks inherit large portions of water due to LAWA's Assurance Policy.

Memorandum of Commitment Approvals

Mr. Burian referred to Richland County's MOC included in the meeting packet. This document indicates the county's anticipated nomination for future water needs from the RRVWSP. It has been approved and signed by the Richland County Commission and now requires approval by Garrison Diversion and LAWA boards. A copy of the MOC is attached to these minutes as Annex XVII.

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

Financial Update

Ms. Mooridian called attention to the three documents provided in the meeting packet: 1) Interim Financing Agreement Series E, 2) Financing Resolution and 3) Loan Agreement.

Interim Financing Agreement Series E

Ms. Mooridian referred to Interim Financing Agreement Series E included in the meeting packet. The agreement addresses the \$1.5 million in WIRLF for the local cost share of the \$6 million in task orders approved today for the ENDAWS portion of the project. She reminded the board they had previously approved \$4.5 million in federal MR&I funding to also go toward ENDAWS.

Ms. Mooridian added Fargo and Grand Forks already approved the Series E Agreement. It was also approved by the LAWA Board at their April 16 meeting. The agreement now requires approval from the Garrison Diversion board. A copy of the agreement is attached to these minutes as Annex XVIII.

Mia Thibodeau, Fryberger Law Firm, stated Series E sets out the payment allocation for the debt service on the bond, which will be considered next on the agenda.

Motion by Director Siegert to approve Interim Financing Agreement Series E by and between Garrison Division Conservancy District, Lake Agassiz Water Authority, the City of Fargo and the City of Grand Forks. 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, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Knorr, Krueger, Orn and Pellman. Motion carried.

Financing Resolution

Ms. Thibodeau referred to the financing resolution which authorizes the issuance of the \$1.5 million Garrison Diversion Water Revenue Bond, Series 2025B, to the Bank of North Dakota. The resolution describes the bond will be issued to finance the local cost share of the

ENDAWS portion of the RRVWSP. The resolution also sets out the terms of the bond similar to prior bonds issued to finance the RRVWSP. The term is 40 years at a two percent interest rate with semi-annual payments. The first interest payment will be due April 1, 2027, and the first principal payment comes due April 1, 2030. The bond is prepayable at any time. The resolution also pledges for payment of the bond through the city revenues of Fargo and Grand Forks under the Series E Interim Financing Agreement. In this case, the City of Fargo is agreeing to pay 78.75%, and the City of Grand Forks is agreeing to pay 21.25%.

Ms. Thibodeau added this is a drawdown loan. Garrison Diversion will submit draw requests as needed to pay the project costs. Interest accrues on the outstanding balance from the date of first advance.

The resolution also approves the loan agreement to be presented next. A copy of the financing resolution is attached to these minutes as Annex XIX.

Loan Agreement

Ms. Thibodeau said the loan agreement sets out the process for how to submit the draw requests among other things. A copy of the loan agreement is attached to these minutes as Annex XX.

The amortization schedule is attached to the bond, and once all draws are made, the amortization schedule will be adjusted, if necessary, to reflect the total principal amount drawn on the bond.

Finally, Series E provides when payments start coming due on the bond; the cities will provide their payments to Garrison Diversion in advance of the loan payment dates.

Ms. Thibodeau said the resolution approves the loan agreement so a separate motion is not required for the loan agreement.

Motion by Director Walter to adopt the financing resolution pertaining to the \$1,500,000 Garrison Diversion Conservancy District Water Revenue Bond, Series 2025B, for the Eastern North Dakota Alternate Water Supply portion of the Red River Valley Water Supply Project. Second by Director Metzger. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Gunlikson, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Forde, Knorr, Krueger, Orn and Pellman. Motion carried.

Interim Financing Agreement Series F - - Ms. Mooridian indicated the next interim financing agreement will be Series F. This is for the local cost share of the RRVWSP 2025-2027 biennium funding. Ms. Norgard of Vogel Law has prepared a draft agreement to be reviewed by staff and LAWA's attorneys.

LAWA Update - - Mr. Bogar provided updates on behalf of LAWA, including a letter from Chairman Mahoney recognizing the importance of the project and the partnership with Garrison Diversion, which was distributed to the board members. He reported on the bill passed at the legislature adding one new member to the LAWA Board, representing West Fargo. Work also continues on revisions to the LAWA Bylaws.

Director Klosterman asked what happened to the amendment that was requested to add a board member from the counties to represent the commissions.

Mr. Bogar stated by the time the counties asked for an amendment to be made, the bill was too far along in the process, and the legislature did not wish to take the bill back through the committees. If this is something of interest for LAWA and the members going forward, it could be brought forward at the next session.

BUREAU OF RECLAMATION REPORT

Joe Hall, Bureau of Reclamation, who has recently retired as area manager, gave his final report and called on Tara Kinsey, Reclamation's Resource Services Manager for the regional office, to discuss Jamestown water conveyance questions and the New Rockford Canal's possible title transfer.

Ms. Kinsey shared the news that the price of water or excess capacity out of Jamestown has decreased significantly. The price of water or excess capacity was around \$50 per acre foot and is now \$7.93 per acre foot. It also reduces the operation and maintenance costs. She also discussed the potential title transfer of the New Rockford Canal, which could be virtually cost-free. The next steps for Garrison Diversion were discussed, including sending a letter expressing interest in the title transfer.

Mr. Kovar stated the Garrison Diversion board has asked he and Dale Esser to research if there are any ideas for potential uses of the New Rockford Canal and to determine if anyone is interested in taking title of the canal. He reported a meeting has been set with the Wells County Commission on May 6. They also plan to meet with the Eddy County Commission.

Mr. Hall provided an update on staffing levels and budget issues at Reclamation. There have been significant staff reductions, with the Dakotas Area office losing 24% of its workforce. Reclamation is facing further cuts, including a reduction in force of 16 more positions in the Missouri Basin Region. They were also just informed the Bismarck office must be vacated within 120 days.

Mr. Hall reported the Fiscal Year (FY) 2025 budget has not been loaded. This means the budget has been passed, but money cannot be transferred until possibly June 15. In addition, the FY2026 budget is expected to be slashed, which will affect Garrison Diversion and other projects. He advised the board to speak with representatives about this during their upcoming trip to Washington, DC.

Nathan Kraft, Reclamation, informed the board before the FY2025 budget is loaded, there is \$2.2 to \$2.3 million of FY2025 money available for Garrison Diversion to reimburse costs, but this transfer needs to be done by the end of August.

A copy of Reclamation's report is attached to the minutes as Annex XXI.

Snake Creek Pumping Plant Cofferdam

Chairman Anderson asked Reclamation to explain the cofferdam issue at the Snake Creek Pumping Plant (SCPP).

Mr. Kraft said when the SCPP was constructed, a cofferdam/berm was installed, and the area was dewatered. Once construction was completed, the contractor was unable to excavate

the entire cofferdam due to the depths of Lake Sakakawea at that time, and it got deferred. Reclamation took a small section out in 1992, and Garrison Diversion removed another section in 2005. Now, with the building of the NAWS Project and the installation of the permit intake, there will be a dredge contracted. This would be an opportunity to lower the cofferdam from 1,790 msl to 1,780 msl. It would be advantageous for the project to tag along with this contract to dredge out the cofferdam. The estimated costs are initially \$2 to \$2.5 million. The contract will be bid in June and hopefully awarded in July. The timeline shows Reclamation could provide the funding this fiscal year.

Mr. Kraft stated Garrison Diversion is responsible for a share of the operation and maintenance costs on the facilities they utilize, which are the SCPP, McClusky Canal through Mile Marker 59, scattered tracks and Audubon. Garrison Diversion's share, based on the water they use, will be around 3.5 percent or \$80,000 to \$90,000. He added the DWR will let the contract on this project.

Mr. Hall added this project is critical for the RRVWSP and ENDAWS. If Lake Sakakawea reaches a certain level and the cofferdam was not removed, the intake would not be able to get water into Lake Audubon and over to the Red River.

EXECUTIVE SESSION

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

Executive Session began at 4:08 p.m.

Motion by Director Hanretty to leave Executive Session. Second by Director Cook. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Gunlikson, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Rogers, Siegert and Tweed. Those voting nay: none. Absent and not voting: Forde, Knorr, Krueger, Orn, Pellman, Vein and Walter. 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 April 25.

AGENDA CHANGE

Motion by Vice Chairman Bischoff to the add the item RRVWSP Operations Update to the agenda following the Department of Water Resources Report. Second by Director Ongstad. Upon roll call vote, motion carried.

DEPARTMENT OF WATER RESOURCES REPORT

Reice Haase, Director, DWR, provided an update on water project funding at the state legislature. The House initially proposed \$260 million for the RRSVWP, and they were also going to use \$45 million in cash to repay the WIRLF allowing the RRVWSP to access that for the local cost share. Unfortunately, following crossover, the legislature updated the revenue forecasts that led to concerns about funding. The Senate proposed a lower amount of \$150 million for the RRVWSP and \$35 million in cash to repay the WIRLF. The DWR and others are working to convince legislators that the original plan can still work despite reduced revenue projections. They are pushing for \$250 million for the RRVWSP in Conference Committee negotiations. The next Conference Committee is April 28.

Mr. Haase also mentioned several water-related studies and policy changes planned for the upcoming interim period, including making the Water Topics Overview Committee permanent and reviewing the economic analysis tool used for water projects.

RRVWSP OPERATIONS UPDATE

Paul Boersma, BV, provided an update on the operations planning for the RRVWSP, explaining operations involve a complex interaction of stakeholders, including monitoring, governance, financial allocations, and asset management. The planning has been ongoing for years, with multiple phases approved by the board. The operations team includes various experts and consultants. Current focus areas include developing tools, coordinating with agencies like the Corps of Engineers (COE) and DWR, and addressing policy questions. A recent review by Precision Water Resources highlighted key considerations around Lake Ashtabula management, water accounting tools, and Red River water management. The operations planning will continue as authorized under the current task order.

Discussion took place on water management in Lake Ashtabula and the surrounding area. Mr. Burian explained the Devils Lake outlets have been filling Lake Ashtabula, which has helped maintain water levels during dry periods.

Ms. Norgard mentioned the importance of Thompson-Aaker water rights and how these rights work into the operating plan and are incorporated into the State Mod.

Mr. Burian also explained the plan for maintaining water levels in Lake Ashtabula, including who pays for pumping water into the reservoir.

Mr. Boersma clarified that river users will collectively pay to maintain water levels, even if they are not actively taking water. The RRVWSP is designed to meet water demands projected for 2075, not just current needs.

LEGISLATIVE UPDATE

Mr. DeKrey provided updates to bills Garrison Diversion is following at the legislature. HB1531 is the irrigation study bill, and SB2379 deals with land access for surveying.

SNAKE CREEK EMBANKMENT DAM SAFETY MODIFICATION STUDY

Mr. Kovar shared an update on the Snake Creek Embankment Dam Safety Modification Study, which is nearing completion. The COE had put a restriction on the difference in water elevation from one side of the embankment to the other because they believe the dam is

seeping when there is a lot of head pressure. This restriction would really impact Garrison Diversion.

Garrison Diversion suggested the COE fix this issue, and the COE went through a process where Garrison Diversion submitted comments and went through their NEPA process. The COE ended up picking an operational fix, which they have not finalized. Just recently, the

COE changed its plan and will now add two structural fixes to the study. Then another study will be done selecting a structural fix and asking for funding in the COE budget.

OPERATION & MAINTENANCE (O&M) UPDATE

Ryan Anderson, Engineer, Garrison Diversion, provided an update on the O&M crew's activities, including cleaning out the McClusky Canal invert and remodeling a wall in the McClusky shop. He also reported on the ongoing work at the SCPP on the NAWS Project, including photos showing the progress being made.

Pumping operations were to begin at the SCPP this week; however, due to a missing flap gate on the Lake Audubon side, pumping has been delayed. Repairs will be made next week, and operations can then start.

IRRIGATION UPDATE

Mr. Anderson reported the O&M crew should have the irrigation pumps installed in two to three weeks so the irrigation season can start along the canal.

Mr. Anderson stated a couple of new individuals have expressed interest in irrigation. He is also still working with the interested party near Lake Audubon.

TRIP REPORTS

Chairman Anderson and Vice Chairman Bischoff reported they attended the Groundwater Management District Association meeting in California where they toured and learned about a man-made reservoir used for storage and a 17-acre man-made lake that holds gray water and is used only as an insurance policy for water supply.

ND INSURANCE RESERVE FUND ANNUAL MEETING & ELECTION

Chairman Anderson commented the North Dakota Insurance Reserve Fund (NDIRF) has sent notice of its annual meeting on May 8. The purpose of the 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. Garrison Diversion is entitled to vote.

Chairman Anderson stated Garrison Diversion normally authorizes Mr. DeKrey to attend the meeting and vote on the board's behalf. He suggested a motion be made making that authorization.

Motion by Director Walter authorizing the general manager to attend the ND Insurance Reserve Fund's annual meeting on May 8 and vote on Garrison Diversion's behalf. Second by Director Klosterman. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Gunlikson, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad,

Rogers, Siegert, Tweed and Walter. Those voting nay: none. Absent and not voting: Forde, Knorr, Krueger, Orn, Pellman and Vein. Motion carried.

GENERAL MANAGER'S REPORT

Mr. DeKrey reported Carter Schmitz has accepted an engineering internship with Garrison Diversion for the summer. He will begin working following the end of the college semester.

Mr. DeKrey also reported that Dakota Dynamics, a human resource agency owned and operated by Tanya Wieler, was retained by Garrison Diversion. Ms. Wieler has conducted a climate survey of the Carrington office staff, and he and the officers just received the results, which he has not had a chance to review.

Chairman Anderson stated Ms. Wieler has put together a final report, and she will be forwarding this to each of the office staff.

Mr. DeKrey said Ms. Wieler has a couple more items to work on for Garrison Diversion, including an update to the employee handbook and board policy manual. She will also review how annual reviews and goal setting are done with the staff.

COMMENTS BY DIRECTOR BLANCHFIELD

Director Blanchfield expressed his enthusiasm regarding the chance for the Garrison Diversion Conservancy District to own the Garrison Diversion Unit. He asked the leadership team and the board to let the management team at Garrison Diversion explore the potential of taking over the Garrison Diversion Project, citing the current alignment of political power. He recommended the team investigate the details and also suggested the congressional delegation be briefed on the matter during the upcoming visit to Washington, DC. Time is of the essence, and the board has a unique opportunity.

Director Blanchfield represents Ramsey County and the Devils Lake area, and he said they are no different than the Red River. Eventually, Devils Lake could go dry too. Ramsey County is dependent on a future where there could possibly be a source of water. There is no source of incoming water without Garrison Diversion. He is asking the board to give this idea a chance. Let's see what opportunities are out there and come back to the board with a report.

Board discussion touched on the financial aspects of operating the facilities, mentioning annual operating costs of \$3 million. The conversation also highlighted the need for careful planning and negotiation, as well as the potential challenges and opportunities that come with such a project.

Board conversation focused on the potential acquisition of an asset, with discussions on the need for a business plan, legal considerations and the importance of timing.

Mr. Kovar stated one of the first things to do is to start working on a pro forma report to present to the governor with the aim of making the Garrison Diversion Project financially viable for the state. He would like to start working on that with BV right away.

The board agreed to move forward with investigating the details and preparing a report regarding the potential acquisition of Reclamation assets.

FUTURE MEETINGS

Chairman Anderson reviewed the list of upcoming meetings and events.

OTHER

Motion by Director Walter to adjourn the meeting. Second by Director Klosterman. Upon voice vote, motion carried.

opon voice vote, motion carried.	
The meeting adjourned at 10:15 a.m.	
(SEAL)	
Jay Anderson, Chairman	Duane DeKrey, Secretary

21 REGISTRATION

BOARD OF DIRECTORS Carrington, North Dakota April 24 & 25, 2025

NAME	ADDRESS
Lesa Delages	76CD
Jana Siegalt	600 Trail County
Sohi hust	Mckenzie County
Logen Guyle Kson	Williams Court y GOCD
Lenny Rogers	Bottineau County
Fort Mehring	6 DCD
Tal Bousta	15/V
Kurt Konnekamp	8/
SIAW GASOLF	AC2S
Steve Burian Zoe Hall	Burian + Associates
TARA KINSEY	Wilton, NO BOR
Mathan Kraft	BOR
Darrin Goetzfried	BOR
Geneva Kaiser	Stuteman County
Culy Cloth	Richland Co
Druce Klain	La Moin Co
LARRY KASSIAN	BUZLEIGH CO,
Dave Johnson	Benson Co.
GLA Springtpoers	Fansky
Mike Trieb	Caldy Col.
Bigging	well Co. GDCD
Sleve Wagn	Forter Co 6DCD
Odd a And	Multery CO.
Man M. Walter	Pierce Co. WARD CO. REP
JEFF-Le Doux	CASI CO DIVIZED
Gra Bischoff	Benes Co GDCD
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REGISTRATION

BOARD OF DIRECTORS Carrington, North Dakota April 24 & 25, 2025

	T .
NAME	ADDRESS
Kunkery Cook	GOCO
Dugne DeKray	GAUN
Say Parl An Jers on	6DCD
BRINT ERICKSON	AE25
DAMPELL CASTEEL	AE25
Men: Mnil	G-9CD
Brent Bagar	AEZI / CAWA
Joe Farmer	AEZI / CAWA American Dipe
JAmi Norgard	Voge
Jahna Scher	Anco '
Ashly heisenauer	
DALE ESSER	
KElly KloSERMAN	GBCB
CL:A Hanretty	CDCD
Roger Gunlikson	WILLAMS CTY GDCD
Brug Klon	La Morre Co GDCD
LARRY KASSIAN	BURLEIGH CO.
There ya Garser	Stutsman Co.
Olah fruit	Mckenzie Co
KMLE BLANCAFIELD	RAMSEY CO GOCD Bing Co
Say Pay Anderson	GOCD Bing Co
Jay Pay Anderson	GOCO - Lanson
LIEFE Le Dax	11 CARS
ALAN M. WALTER	GDCD - WARD GY.
Dasa Siegeld	6PCD - Tra. 11 Counth
might God	GDOD - RTHVILLE CITY
Mike Tweed	GOCO Eddy Co.
En controls	

	Garrison Diversion Conservancy District Combined Statement of Revenues and Expenses For the Three Months Ending March 31, 2025										
	For		Ending March 31, 2								
		Municipal		Red River							
		Rural, and	Operations	Valley Water							
	General	Industrial	Maintenance	Supply	Irrigation	T.4.1					
Decimalis a Death Delever	Fund	Fund	Fund	Project	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	\$4,237,84	6 \$5,335,160	\$821,767	\$20,525,429	\$60,317	\$30,980,519					
Expenditures:											
Director Expense	42,025					42,025					
Employee Expense	317,240	·	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		\$ 807,813	\$ 16,463,175	\$ 30,931	\$ 23,410,957					
Transfer In/Out	195,399				-	\$ (1)					
Revenues Over Expenditures	\$ 3,650,224		\$ (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 Income Percentage MR&I, RRVWSP, Received Budget of Balance and Irrigation for to Amount of Funds 2025 Mar 31, 2025 Budgeted 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 \$ 4,137,404 3,953,034 95.5% \$ 184,370 Tax Levy 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 \$ 17.0% \$100,187,724 20,475,259 483,300 \$ 425,682 Irrigation Fund Revenue \$ 57,618 11.9% \$ Project Revenue \$ \$ 0.0% \$ Non-Project Revenue \$ 186,978 48,065 25.7% \$ 138,913 \$162,052,982 \$131,072,463 Total Revenues \$30,980,519 19.1%

GARRISON DIVERSION CONSERVANCY DISTRICT											
	Expense Budget Analysis Statement										
	For the Three Month Ending March 31, 2025										
General, O&M	General, O&M Expenditures Percentage										
MR&I, RRVWSP,		Budget		Charged		Budget	Е	xpenditures	Spent		Balance
and Irrigation		for		to 2024		for		to	Amount		of
Funds		2024		Budget		2025	Ν	1ar 31, 2025	Budgeted		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
Adminstrative 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, 20	25					
Fund	Account Name/Reserve	Account Name/Reserve Interest Maturity Rate 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 Ty	Interest Maturity Account Type Rate Date										
Checking A	ccounts										
x4310	Irrigation Fund	0.00%		\$	211,072.38						
x1561	MR&IWorking 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						
				\$	10,151,748.31						
Savings Acc	counts										
x1546	O&M - Accrued Leave Reserve	3.46%		\$	185,351.63						
x1553	Irrigation - Debt Service Reserve	3.46%		\$	298,215.28						
	Total Savings Balance			\$	483,566.91						
Certificates	of Deposit										
	Total CD Balance			\$	-						
	Total Deposits			\$	10,635,315.22						
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			\$	8,967,635.48						

Garrison Diversion Conservancy District Funds in Bravera Bank & Pledging Summary March 31, 2025									
Fund	Account Name/Reserve		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				

		ISON DIVERSION Tax Collect the Three Mont	tions Statem	ent	7			
	2025	2025	Balance of	2025		Balance		
	Tax Levy	Tax	Tax Levy	State Aid	2025	State Aid		
County	Budget	Collections	Budget	Budget	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 **Expenditures Budget** Chargeable 2025 Budget Balance of Percentage 1/1/24 to 2023 1/1/25 Actual Budget of Budget as of 3/31/2025 to 12/31/24 **Budget** to 12/31/25 as of 3/31/2025 **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** 972,000 \$ 1,000,000 \$ 820,846 213,403 786,597 21.3% **Employee Salaries** \$ 1,114 General Manager Exp 21,000 \$ 15,114 21,000 \$ 19,886 5.3% Travel 61.000 \$ 13.190 62,000 \$ 5.289 56.711 8.5% Admn Officer - Merri Mooridian 24,451 25,000 | \$ 2.2% \$ 1,373 \$ 25,000 | \$ 549 \$ Dist. Engr - Kip Kovar \$ 10,000 \$ 3,362 \$ 10,000 \$ 2,513 \$ 7,487 25.1% 6,000 \$ 13.9% Engineer - Ryan Anderson \$ 5,000 \$ 2,564 \$ 831 \$ 5,169 6,000 \$ Dir. Comm. - Kim Cook \$ 1,910 \$ 6,000 | \$ 546 \$ 5,454 9.1% 5.7% 15,000 \$ 15,000 \$ 850 Emp Exp Other \$ 3,981 \$ \$ 14,150 **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% \$ 451,000 \$ 375,161 507,000 96,077 410,923 19.0% **Benefits** \$ \$ GDCD FICA \$ 82,000 \$ 66,557 \$ 82,000 | \$ 17,754 \$ 64,246 21.7% Retirement \$ 147,000 \$ 32,893 149,000 \$ 128,699 114,107 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 \$ 1,607,000 \$ 1,289,760 19.7% 1,522,000 \$ 1,224,715 \$ 317,240 \$ Administration 27.2% 4,400 \$ 1,198 \$ Postage \$ 5,500 \$ 4,822 3,202 \$ 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 \$ 29,400 \$ \$ 27,595 6.1% 9,284 \$ 1,805 10,000 \$ 2,790 9,511 57.1% Subscriptions/Publications \$ \$ 6,500 \$ 3,710 \$ Miscellaneous 3,500 \$ 3,500 \$ 590 2,910 16.9% \$ 2,611 \$ \$ \$ 74,500 \$ 77,044 \$ 19,443 40,857 32.2% **Data Processing** \$ 60,300 \$ Employee Recruiting \$ 1,725 \$ 1,721 5,000 \$ 5,000 0.0% \$ \$ \$ 12,300 \$ 30,000 \$ Supplies 11,500 \$ 11,335 1,802 10,498 14.7% 11,232 \$ 24.4% Small Office Equipment 13,308 \$ 7,333 \$ 22,667 14,000 \$ 14,000 \$ 13,073 6,492 7,508 46.4% Dues \$ \$ \$ Insurance \$ 26,000 \$ 24,751 \$ 18,000 \$ 12,396 \$ 5,604 68.9% 40,543 \$ Annual Independent Audit \$ 40,543 \$ 45,150 45,150 0.0% **Total Administration** 259.000 257,197 283,750 70,243 213,507 24.8% \$ **Public Education** 10,000 \$ 3,150 10,000 \$ 9,109 GDCD Tours \$ \$ 891 \$ 8.9% 20,000 \$ ND Water Users Ass'n Dues \$ 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% \$ \$ 51,000 \$ 61,925 \$ 61,925 0.0% Missouri River Joint Board 38,412 \$ \$ 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% 0.0% Miscellaneous 10,000 | \$ 698 \$ 10,000 | \$ 10,000 \$ \$ 193,000 \$ Total Public Education \$ 106,008 205,925 \$ 170,765 17.1% 35,160 \$

		GARRIS	108	N DIVERSION O	CON	ISERVANCY D	IST	RICT			
				SE BUDGET A							
		For t		Three Months	End	ding March 31	, 20	25			
	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	\$	(0.000)	\$	10,000	\$	-	\$	10,000	0.0%
Consultants	\$	50,000	\$	(3,263)	\$	50,000	\$	- 1 740	\$	50,000	0.0%
Meeting, Misc. Exp	\$	16,000 45,000	\$	111	\$	16,000 45,000	\$	1,742 6.000	\$ \$	14,258 39,000	10.9% 13.3%
Legal Services	\$	158,000	\$	165,435	\$	200,000	\$	49,212	\$	150,788	24.6%
Total Professional Services	\$		<u> </u>								
Total Professional Services	Þ	781,000	\$	334,796	\$	783,000	\$	90,738	\$	692,262	11.6%
Imination Development											
Irrigation Development ND Irrigation Association	\$	80,000	\$	80,000	\$	50,000	\$		\$	50.000	0.0%
NDSU Oakes Irrigation Site	\$	80,000	\$	80,000	\$	50,000	\$		\$	30,000	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	\$	<u>-</u>	\$	76,000	0.0%
Total irrigation bevelopment	Ψ	123,000	Ψ	03,000	Ψ	70,000	Ψ	-	Ψ	70,000	0.0 /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%
Total Recitation	Ψ	1,100,000	Ψ	1,140,101	Ψ	1,200,000	Ψ	100,107	Ψ	1,031,010	10.070
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%
Osmital Burshassa											
Capital Purchases	r.	E0 000	6		•	407.000	¢		Φ.	407.000	0.00/
Office Equip & Furniture	\$	50,000	\$	-	\$	137,000	\$	-	\$	137,000	0.0%
Yard Equipment	\$	20,000		27 102	\$	20,000		-	\$	20,000	0.0%
Vehicle Land and Buildings	\$	80,000 504,797		27,182 548,387	\$	82,000 270,000		-	\$ \$	82,000 270,000	0.0% 0.0%
<u> </u>	_				\$			-	_		
Total Capital Purchases	\$	654,797		575,569		509,000		700.001	\$	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 **Expenditures** Percentage **Budget** Chargeable **Budget** 2025 **Balance of** 1/1/24 to 2023 1/1/25 Actual Budget of Budget as of 3/31/2025 to 12/31/24 **Budget** to 12/31/25 as of 3/31/2025 Spent IRRIGATION FUND 418.100 \$ 197,626 271.000 19.734 251.266 7.3% McClusky Canal Irrigation: \$ \$ 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% 185,712 Principal \$ 187,000 \$ 10,738 192,000 | \$ \$ 181.262 5.6% 31.000 \$ Interest \$ 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 621,111 2,538,600 2,382,782 2,468,278 \$ 1,847,167 25.2% Salaries \$ 1,688,200 \$ 1,563,318 \$ 1,598,362 | \$ 406.860 \$ 1.191.502 25.5% 850,400 \$ \$ 24.6% Benefits 819,464 869,916 | \$ 214,251 \$ 655,665 \$ 20,000 \$ 18,060 \$ 12,006 \$ 1,195 10.0% Travel \$ 10,811 \$ 2,700 \$ 0.0% \$ 1,100 | \$ 1,100 Training \$ \$ 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% 15,000 \$ Small Equipment Purchases \$ \$ \$ \$ 0.0% \$ 4,000 0.0% **Equipment Rental** 7,000 \$ \$ 4,000 \$ \$ 453,441 396,555 \$ 56,886 12.5% **Equipment Maintenance** 450,000 | \$ 257,472 \$ \$ \$ \$ 31,507 43,055 24,732 42.6% Safety 53,000 | \$ \$ \$ 18,323 \$ 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 70,609 77,594 21.5% Salaries & Benefits \$ 82,000 \$ \$ 90,000 \$ 19,391 \$ State Administration \$ 0.0% 24,693,374 MR&I Project Expenditures \$ 30,000,000 \$ 10,519,994 \$ 30,000,000 \$ 5,306,626 17.7% Total MR&I Fund 30,082,000 30,090,000 | \$ \$ 10,597,588 5,326,017 24,763,983 17.7% **RRV Water Supply Project** 27.6% 1,250,000 \$ 1,156,369 \$ 1,250,000 \$ 344,523 \$ 905,477 Right of Way Design/Construction in Progress 15,945,421 \$ 117,500,000 \$ 78,521,052 \$ 117,500,000 \$ \$ 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% 1,000,000 \$ Financing/Legal/Administration \$ 1,000,000 | \$ 546,214 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% \$ 315,911 \$ Principal \$ 423,053 \$ 315,911 0.0% 423,053 \$ \$ 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 GDCD RECREATION GRANT PROGRAM OUTSTANDING PROJECTS July 1, 1990 to March 31, 2025 GRANT OUTSTANDING **PROJECTS EXPENDITURES EXPENDITURES AMOUNTS** BALANCE APPROVAL **PROJECTS** APPROVED 04-23-15 to 1-1-25 to RETURNED REMAINING COUNTY **PROJECT** DATE 2025 12-31-2024 03-31-25 TO PROGRAM 03-31-25 50,000.00 Barnes Valley City Park Playground 03-20-24 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 5,524.38 City of Landa-Restroom Facilitites 09-20-23 6,250.00 \$ 725.62 Bottineau \$ \$ Maxbass Community Park 03-20-24 31,141.00 31,141.00 Bottineau 20.600.00 Bottineau Newburg Park Gazebo 09-16-24 20.600.00 \$ Bottineau Carbury Dam Rec Area Vault Toilet 03-25-25 5,571.00 5.571.00 50.000.00 Bottineau Snow System @ Winter Park Phase II 03-25-25 \$ \$ 50.000.00 Park Benches -Souris Bottineau 03-25-25 1.195.00 1.195.00 American Legion Splash Pad \$ 30.000.00 \$ 22.416.75 Burleigh 09-28-22 \$ 7.583.25 1,436.90 Burleigh Wilton North Park Pickle Ball Court 09-28-22 2.395.00 958.10 Burleiah 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 \$ 638 00 Cass Brewer Lake Water Hook-ups 03-30-22 \$ 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 Casselton-Governor's Share Use Path 09-20-23 75.000.00 75,000.00 03-20-24 50,000.00 50,000.00 Cass Rheault Farm Playground Improvement 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 SW Regional Pond Recreation Area-Fargo 03-25-25 50,000.00 50,000.00 Cass 09-28-22 20,000.00 Dickey Ellendale Baseball Grandstand Reno 20.000.00 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 Dickey \$ 4,500.00 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 \$ 460.00 Dickey 03-25-25 \$ 460.00 Eddy Fairgrounds Shower House 03-25-25 25 000 00 25 000 00 Jim Johnson Park Bathroom Renovation Eddv 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 Carrington West Park Renovation Foster 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 \$ \$ Elks Park Playground-Grand Forks 03-25-25 39,560.00 39,560.00 **Grand Forks** Binford Park Playground Update 03-30-22 \$ 2.950.00 \$ 1.249.50 1,700.50 Griggs \$ 75,000.00 18,129.98 Griggs Binford Rodeo Assoc. Community Center 09-28-22 56,870.02 03-20-24 LaMoure Marion ADA Bathroom 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 City of Butte-City Park 03-30-23 874.00 145.89 McLean 728.11 6.946.00 McLean Arena Announcer Office & Concessions 03-30-23 6.946.00 Lake Brekken Picnic Tables 03-20-24 2.356.00 2.356.00 McLean McLean Community Center Building -Mercer 03-25-25 \$ 50,000.00 \$ 50.000.00 30 653 33 40 202 00 Pierce Rugby-Jaycee's Splashpad 03-30-23 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 Mohall Adult Recreation Comples Renville 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 03-30-23 9,750.00 3,670.00 Fairmount-Park Playground Equipment \$ 6,080.00 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 6,250.00 City Park Development-Colgate 04-29-21 6,250.00 13,750.00 13,750.00 Steele Finley-Park Playground Equipment 03-30-23 \$ Golden Lake Pickleball Court Phase I & II 09-16-24 30,361.00 Steele 30,361.00 Steele Hope Clubhouse/Meeting Area 09-16-24 50.000.00 \$ 35.086.63 \$ 14.913.37 0.00 \$ \$ Jamestown Reservoir Vault Toilet 09-28-22 6.204.00 6.204.00 Stutsman

GARRISON DIVERSION CONSERVANCY DISTRICT GDCD RECREATION GRANT PROGRAM OUTSTANDING PROJECTS July 1, 1990 to March 31, 2025														
		GRANT	0	UTSTANDING		PROJECTS	E	EXPENDITURES	EXPENDITURES		AMOUNTS		E	BALANCE
		APPROVAL		PROJECTS	,	APPROVED		04-23-15 to		1-1-25 to		ETURNED	R	EMAINING
COUNTY	PROJECT	DATE				2025		12-31-2024		03-31-25	TC	PROGRAM		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 Abilitites Playground	03-20-24	\$	50,000.00									\$	50,000.00
Stutsman	McElroy Park ADA tee-ball	09-16-24	\$	50,000.00									\$	50,000.00
Stutsman	Jamestown Reservoir Playground Equip	09-16-24	\$	28,503.00									\$	28,503.00
Stutsman	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
Traill	Galesburg Playground	03-30-22	\$	22,595.00			\$	21,880.00					\$	715.00
Traill	Mayville-Basketball Courts	09-20-23	\$	2,000.00									\$	2,000.00
Traill	Mayville-Cometville Park Landscape	09-20-23	\$	21,887.00					\$	11,383.00	\$	(10,504.00)	\$	-
Traill	Mayville-Funbrella Shade	09-20-23	\$	6,689.00					\$	5,318.00	\$	(1,371.00)	\$	-
Traill	Park Gazebo	03-20-24	\$	15,923.00					\$	15,923.00			\$	-
Traill	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		perations & laintenance Fund	F	Municipal, Rural, and Industrial Fund		Red River alley Water Supply Project	I	rrigation Fund		Total
REVENUES:	\$	975									¢	975
Irrigation Admin Project Income	Ф	9/5									\$ \$	975
Lease Income											\$	-
Miscellaneous Income	•										Φ	-
Interest Income	\$	462.000			\$	60			\$	2,700	\$	464.760
Tax Levy/State Aid	\$ \$	- ,			Ф	60			Ф	2,700	Ф \$	4,420,000
O&M Non-project Income	Ф	4,420,000	Φ	106 070							Φ	186,978
	ф	72 500	ф	186,978	Φ	20 444 040	Φ	400 000 000	Φ	400 000	ф	,
Contract Revenue	<u>\$</u>	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 Employee Expenses Administrative Expenses Public Education Professional Services Irrigation Development Recreation Matching Water Assistance Grant Irrigation Districts Expenses Maintenance & Repairs Capital Purchases MR&I Project Expenditures	\$ \$ \$	\$295,730 \$1,722,110 \$289,300 205,925 783,000 \$76,000 \$1,260,000 300,000 2,000 \$92,000 569,000	\$ \$ \$ \$ \$ \$	2,524,439 126,128 599,011 1,045,474 421,000	\$ \$	90,000	\$	1,250,000		271,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	295,730 4,336,549 415,428 205,925 2,632,011 76,000 1,260,000 300,000 2,000 1,408,474 119,740,000 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

36 GARRISON DIVERSION CONSERVANCY DISTRICT 2025 Budget Revision Rv3

		Budget 2025		Revision		Revised Budget
Directors Expense						
Directors Per Diem	\$	151,200			\$	151,200
Directors Exp	\$	144,530			\$	144,530
Total Directors Expense	\$	295,730	\$	-	\$	295,730
Employee Expense						
Employee Salaries	\$	1,000,000	\$	71,500	\$	1,071,500
General Managers Expense	\$	21,000	Ψ	7 1,000	\$	21,000
Travel	\$	62,000	\$	10,000	\$	72,000
Administrative Officer		25,000	Ψ	10,000	\$	25,000
District Engineer	\$	10,000			\$	10,000
Engineer 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	Ψ		\$	15,000
Wellness Program		2,000			\$	2,000
Benefits	\$	507,000	\$	33,610	\$	540,610
GDCD 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	\$,	\$	
-	_		\$	175 700	\$	1,175 10,700
Long Term Disability Ins Vacation/Sick Leave Liability		10,000 18,000	Ф	700	\$	18,000
Total Employee Expense		1,607,000	\$	115,110	φ \$	1,722,110
Administration	,	, ,		-,	•	, , -
Postage	\$	4,400			\$	4,400
Communications	\$	16,000	\$	600	\$	16,600
Utilities	\$	39,200	φ	000	\$	39,200
Meetings & Events	\$	29,400			\$	29,400
Subscriptions	\$	6,500			\$	6,500
Miscellaneous	\$	3,500			\$	3,500
		60,300	\$	1,250		
Data Processing	\$	•	Ф	1,250	\$	61,550
Employee Recruiting	\$	5,000 12,300			\$	5,000 12,300
Supplies			\$	2,500		
Small Office Equipment Dues	\$	30,000	Ф	2,500	\$	32,500
Insurance	\$	14,000 18,000	\$	1,200	\$	14,000 19,200
Annual Independent Audit	\$		Ф	1,200	\$	45,150
Total Administration	\$	45,150 283,750	\$	5,550	\$	289,300
	Ψ	200,100	Ψ	0,000	Ψ	200,000
IDublic Education		10.00-			_	10.000
Public Education			1		\$	10,000
GDCD Tours	\$	10,000		l.		20,000
GDCD Tours ND Water Users	\$	20,000			\$	
GDCD Tours ND Water Users ND Water Coalition	\$	20,000 14,000			\$	14,000
GDCD Tours ND Water Users ND Water Coalition ND Water Magazine	\$ \$	20,000 14,000 20,000			\$	20,000
GDCD Tours ND Water Users ND Water Coalition ND Water Magazine Missouri River Joint Board	\$ \$ \$	20,000 14,000 20,000 61,925			\$ \$	20,000 61,925
GDCD Tours ND Water Users ND Water Coalition ND Water Magazine Missouri River Joint Board Upper Sheyenne	\$ \$ \$ \$	20,000 14,000 20,000 61,925 50,000			\$ \$ \$	20,000 61,925 50,000
GDCD Tours ND Water Users ND Water Coalition ND Water Magazine Missouri River Joint Board Upper Sheyenne Conferences/Sponsorships	\$ \$ \$ \$	20,000 14,000 20,000 61,925 50,000 20,000			\$ \$ \$ \$	20,000 61,925 50,000 20,000
GDCD Tours ND Water Users ND Water Coalition ND Water Magazine Missouri River Joint Board Upper Sheyenne	\$ \$ \$ \$ \$	20,000 14,000 20,000 61,925 50,000	\$		\$ \$ \$	20,000 61,925 50,000

37 GARRISON DIVERSION CONSERVANCY DISTRICT 2025 Budget Revision Rv3

		Budget 2025		Revision	Revised Budget
Durafasaiawal Camiisaa					
Professional Services Communications	\$	140,000			\$ 140,000
	\$	125,000			\$ 125,000
Engineering RRVWSP Development	\$	273,000	\$		\$ 273,000
Technical Support for LAWA	\$	15,000	φ	-	\$ 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
		100,000			100,000
Irrigation Development					
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
5	·	,			,
Recreation					
Recreation Matching	\$	1,250,000			\$ 1,250,000
DWRA Recreation Program	\$	10,000			\$ 10,000
Total Recreation	\$	1,260,000	\$	-	\$ 1,260,000
Water Assistance					
Water Assistance Grant	\$	300,000	\$	-	\$ 300,000
Irrigation District Expense					
Irrigation District Expenses	\$	2,000	\$	-	\$ 2,000
Maintenance & Repair					
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
Capital Purchases					
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

38 GARRISON DIVERSION CONSERVANCY DISTRICT 2025 Budget Revision Rv3

	Budget 2025	Revision	Revised Budget
Irrigation Fund			
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
GDU O & M			
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
MR&I Fund			
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
RRV Water Supply Project			
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

		GARRISON DIV MR&I F	GARRISON DIVERSION CONSERVANCY DISTRICT MR&I Project Construction Report March 31, 2025	/ANCY I n Repol	DISTRICT rt			
			Current Funding					
			Prior		2025			Federal
		Federal	MR&I Fund	Ž	MR&I Fund		Total	MR&I Funding
Project	2	MR&I Funding	Expenditures	Exp	Expenditures		Expenditures	Remaining
ENDAWS	\$	6,870,000.00	6,870,000.00 \$ 1,137,139.07	\$	61,123.39	ઝ	1,198,262.46	5,671,737.54
NAWS-Biota Treatment Plant	↔	66,574,495.85	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	60,000.00 \$ 3,210,130.47			s	3,210,130.47	1,449,869.53
Totals	\$	78,104,495.85	04,495.85 \$ 63,027,571.46 \$	\$	1,329,086.82	S	64,356,658.28	64,356,658.28 \$ 13,747,837.57

Ø ≥	GARRISON DIVERSI MR&I BIL Agreemen Ma	SON DIVERSION CONSERVANCY DISTRICT BIL Agreement Project Construction Report March 31, 2025	DISTRICT on Report		
		Current Funding			
		Prior	2025		Federal
	Federal	MR&I Fund	MR&I Fund	Total	MR&I Funding
Project	MR&I Funding	Expenditures	Expenditures	Expenditures	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	7,400,000.00 \$ 4,009,614.61 \$	3, 2,398,100.54	6,407,715.15	992,284.85
Snake Creek Discharge Pipeline (2-1E)	\$ 4,500,000.00	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	\$ 5,331,957.91	3,977,539.55 \$	9,309,497.46	9,309,497.46 \$ 31,235,502.54

CHANGE ORDER

			Change Order N	lo. <u>6</u>
DATE OF ISSUANCE April 25, 2025		EFFECTIVE DATE	April 25, 2025	_
Owner: Garrison Diversion Conservancy Distr Contractor: Garney Companies Project: Red River Valley Water Supply Project Owner's Contract No.: 5B Owner's Task Order No.: 5532		on Pipeline East		
The Contract is modified as follows upon execu-	tion of this Ch	nange Order:		
Change Order Requests (CORs) Description	<u>.</u>			
COR21: Road Maintenance July 2024 COR25: Road Maintenance Aug 2024 COR27: Road Maintenance Sept 2024 COR30: Road Maintenance Oct 2024 COR33: Road Maintenance Nov 2024 Subtotal COR20: Topsoil Maintenance July 2024 COR23: Topsoil Maintenance Aug 2024	\$13,016.71 \$12,868.35 \$51,755.78 \$19,780.96 \$7,841.93 \$105,263.73 \$13,068.68 \$3,095.15	 COR22: Offsite Dev COR28: Offsite Dev COR31: Offsite Dev COR34: Offsite Dev 	vatering Disch Dec '24 \$ \$6	15,992.76 15,056.42 80,560.31 671,989.42
Subtotal	\$16,163.83	GRAND TOTAL	\$9	18,029.08
Attachments: Garney COR Nos. 19 to 25, inclu CHANGE IN CONTRACT PRICE: Original Contract Price:	usive, 27, 28,	30, 31, 33, 34, and 36. CHANGE IN CONTRA Original Contract Times		
\$45,961,700.00		Substantial Comple Ready for final payn	tion: September nent: November	
Increase from previously approved Change On No. 1 to 5:	ders	Increase from previous to No. 5:	ly approved Change Orde	rs No. 1
<u>\$1,657,639.79</u>		Substantial Comple Ready for final payn		
Contract Price prior to this Change Order:		Contract Times prior to		
\$47,619,339.79		Substantial Comple Ready for final payn	nent: Marcl	y 5, 2024 h 5, 2024 or dates)
Increase of this Change Order:		Increase of this Change	, ,	,
<u>\$918,029.08</u>		Substantial Comple Ready for final payn		
Contract Price incorporating this Change Orde	er:	Contract Times with all	approved Change Orders	:
\$48,537,368.87 (5.6% Increase Over Original Contract Price)		Substantial Comple Ready for final payn	nent: March	30, 2024 30, 2024 or dates)
ACCEPTED:	Α	CCEPTED:		
By: Owner (Authorized Signature)	В	y:Contractor (Authoriz	zed Signature)	
Printed: Duane DeKrey	P	rinted:		
Title: General Manager	Т	itle		

Date: _____ Date: ____

CHANGE ORDER

Change Order No. DATE OF ISSUANCE April 25, 2025 EFFECTIVE DATE April 25, 2025 Owner: Garrison Diversion Conservancy District Contractor: Oscar Renda Contracting, Inc. Project: Red River Valley Water Supply Project, Transmission Pipeline East Owner's Contract No.: 5C Owner'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: CHANGE IN CONTRACT TIMES:** Original Contract Price: **Original Contract Times:** Substantial Completion: \$76,663,355.00 Ready for final payment: July 31, 2026 (days or dates) No previously approved Change Orders: No previously approved Change Orders: Substantial Completion: \$0.00 Ready for final payment: (days) Contract Price prior to this Change Order: Contract Times prior to this Change Order: Substantial Completion: \$76,663,355.00 Ready for final payment: July 31, 2026 No change_this Change Order: No change_this Change Order: Substantial Completion: \$0.00 Ready for final payment: 0 Contract Price incorporating this Change Order: Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment: July 31, 2026 (0.0% Increase Over Original Contract Price) ACCEPTED: ACCEPTED: By: Ву: Owner (Authorized Signature) Contractor (Authorized Signature) Printed: Printed: Duane DeKrev Title: General Manager

Date:

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:

AUTPHOPPHIZED BY:

Work Change Directive Form 10/14/2024

Red River Valley Water Supply Project Transmission Pipeline East Contract 5C

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

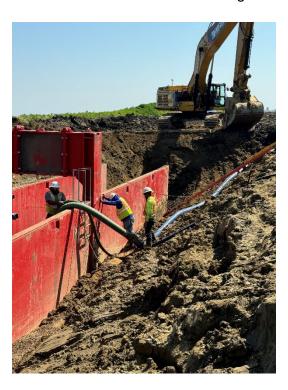
The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting.

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



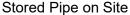
Trench Box w/ Dewatering Pipes

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.







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.

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 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 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.



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

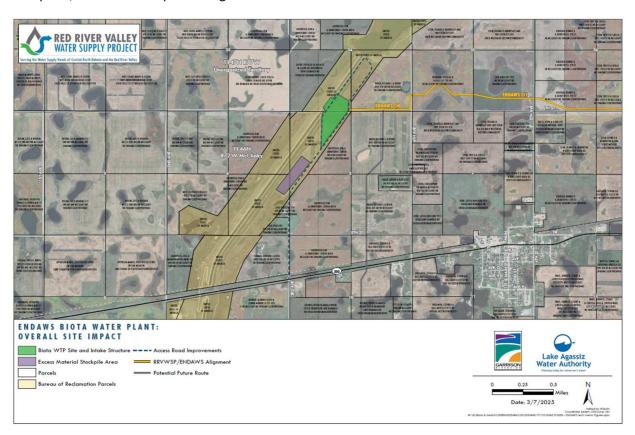
Task Order Effective Date: May 1, 2025

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.



ES-2 of 2





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 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







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:

	ree
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

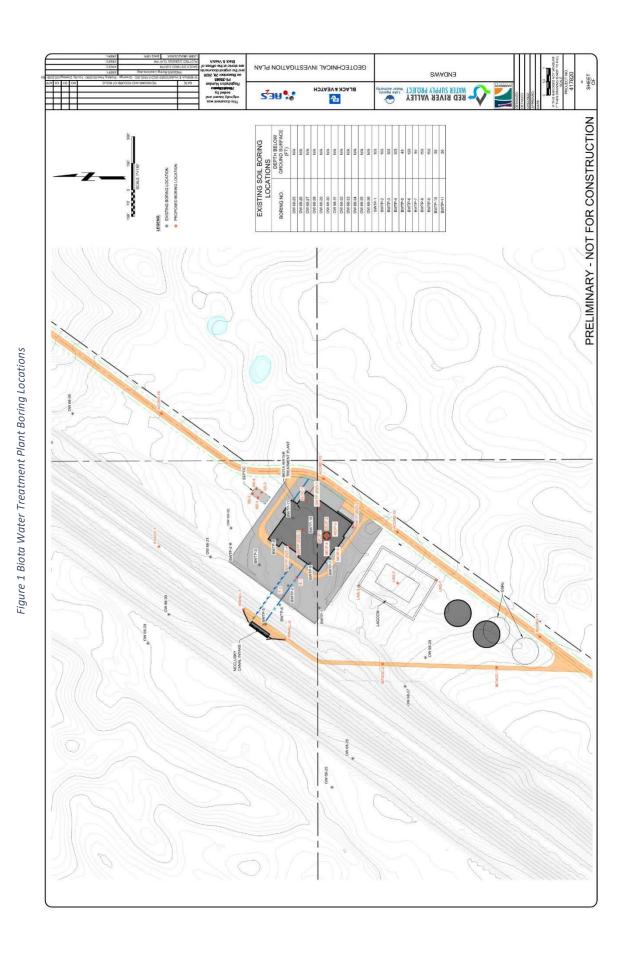
Task Order Effective Date: April 1, 2025
TASK ORDER EXECUTIVE SUMMARY

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.





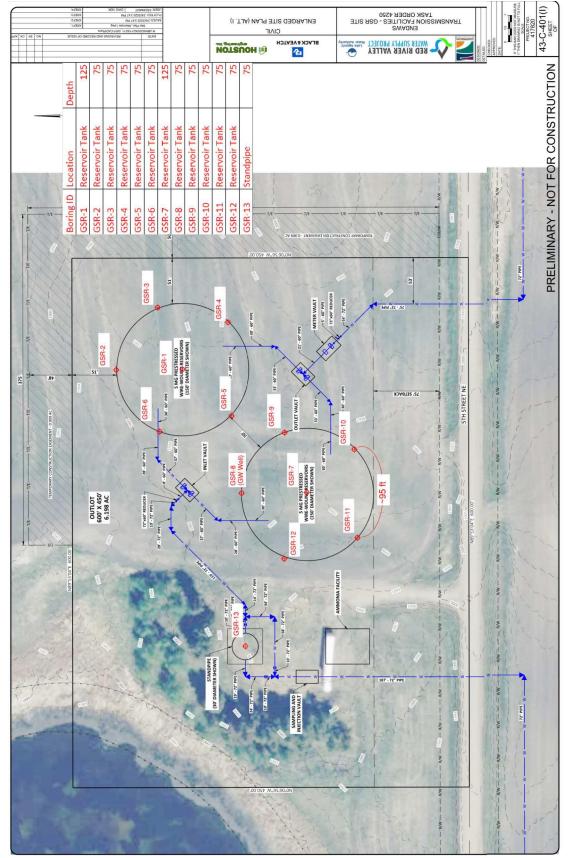


Figure 3 Ground Storage Reservoir Boring Locations





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







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

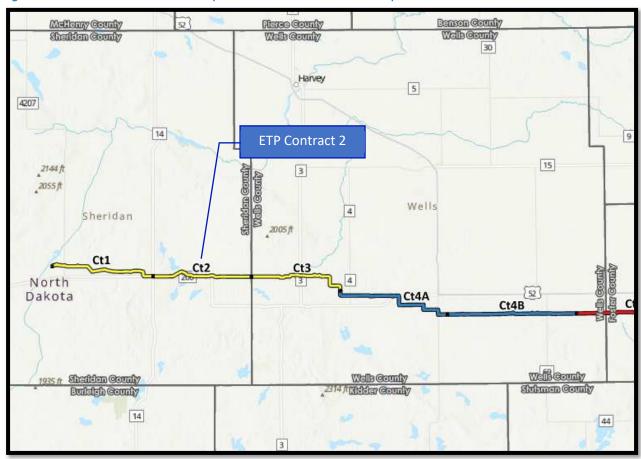
Task Order Effective Date: May 1, 2025

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





2023 to 2025 Biennium Work Plan



		2025 to 2025 pielillidili wolk Flai	חמו	= 5 =		<u> </u>						April 8, 2025	025	
	(\$24	(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)	ederal;	\$180M	State; \$(31.5ML	ocal Us	ers)						
No.	Scope of Work	Feature	Date Task	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)	3-25 Bien ENDAWS Prodevelopment Budget (mil \$)	S Project dget	2023-25 Project D	2023-25 Biennium RRVWSP Project Development Budget (mil \$)	RRVWSP nt Budget	2023-2: Proj	2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}	RRVWSP Budget 3	
			Auth		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 \$ 0.75	5 \$ 0.25				
2.		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.		ENDAWS ENDAWS ENDAWS Facilities Crp Dmg	\$ 0.49	\$ 0.37	\$ 0.12	\$ 2.21	1 \$ 1.66 8 \$ 0.59	5 \$ 0.55				
61 ^m	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	\$ 1.6	61 # 1
4.		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	<u>r</u> 4
r,	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							\$ 5.47 \$ 52.53	\$ 4.10	\$ 1.37	, w
9	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							





		2023 to 2025 E	025 Biennium Work Plan	inm	Work	Plar	ر							
	(\$2)	(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)	ederal; \$	180M	State; \$6	1.5ML	ocal Us	ers)					April 8, 2025	025
No.	Scope of Work	Feature	Date Task	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)	3-25 Bien ENDAWS Pro Development Budget (mil \$)	S Project dget	2023-2 Project	25 Bienniun Developm (mil \$)	2023-25 Biennium RRVWSP Project Development Budget (mil \$)	NSP dget	2023-25 Projec	23-25 Biennium RRVW Project Constr Budget (mil \$) ^{1,2,3}	2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}
			Auth		Total	Fed/Sta 75%	Local 25%	Total	S 7	State L	Local 25%	Total	State 75%	Local 25%
7.	Transmission Pipeline East Contracts 4A and 4B Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).	27± mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdsfield at HBTs.	Feb-24 Pr	Prof Srvs				S	7.18 \$	5.39 \$	1.80			
œ.	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 Pr	Prof Srvs				v.	2.93 \$	2.19 \$	0.73			
62	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 Pr	Prof Srvs \$	\$ 0.75	\$ 0.56	\$ 0.19							62
10.	Biota Water Treatment Plant and Main Pumping Station Scope: Conceptual and preliminary designs for a Biota WTP and Main Pumping Station, including hydraulic surge facility. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Feb-24 Pr	Prof Srvs \$	\$ 2.87	\$ 2.15	\$ 0.72							
11.		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 Pr	Prof Srvs \$	\$ 0.37	\$ 0.28	\$ 0.09							
12.	PMIS Annual Licenses & Continued Maint/Upgrades Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for voluminous amount of construction related documents.	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of contractors/ subcontractors and workflow/report additions and modifications.	V Feb-24 Pr	Vend & Prof Srvs				\$	0.50 \$	0.37 \$	0.12			
13.	1	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Aug-23 Pr	Prof Srvs				w	0.65 \$	\$ 0.49 \$	0.16			25-
RVWSP	RVWSP 2023-25 Blennium Workplan, 2023 Blen Budget \$246M 25-4		2 of 4											ex XIV [∞] ₅₀ 176



2023 to 2025 Biennium Work Plan



		2025 10 2025	סובו	_ _ 	2025 Biennium Work Plan	<u>D</u>						April 8, 2025	2025	
	(\$24	(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)	Federal;	\$180M	State; \$6	1.5M Lo	ocal Us	ers)				(Caraca)		
No.	Scope of Work	Feature	Date Task	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)	3-25 Bien ENDAWS Pro Development Budget (mil \$)	Project get	2023-25 Project D	2023-25 Biennium RRVWSP Project Development Budget (mil \$)	2023-25 Biennium RRVWSP Project Development Budget (mil \$)	2023-2 Proj	2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}	n RRVWS Budget 2,3	SP
			Auth		Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%	la %
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 Srvs				\$ 1.69	9 \$ 1.27	7 \$ 0.42				
15.		Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24	Prof Srvs				\$ 0.46	6 \$ 0.35	\$ \$ 0.12				
63		Update financial models; address state loan and financing program changes; end user funding, financing, and costshare analyses; continued funding and finance outreach.	Aug-23	Prof Srvs				\$ 0.59	\$9 \$ 0.44	4 \$ 0.15				63
17.	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.		Prof Srvs				<	↔	\$				
18.		Evaluate canal improvements necessary to deliver flows. Develop operational plan to supply irrigators and ENDAWS/RRVWPS system while improving delivered water quality.	Apr-25	Prof Srvs	\$ 0.44	\$ 0.33	\$ 0.11							
19.		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 Srvs	\$ 0.88	\$ 0.66	\$ 0.22							
20.	ENDAWS BWTP Piloting and Treatability Study 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 Srvs		· •	\$	\$ 0.87	5 0.65	5 \$ 0.22				Ar





2023 to 2025 Biennium Work Plan

April 8, 2025

(\$246 mil 10ta	al Funding: \$4.5M F	ederal;	\$180IM	ing: \$4.5M Federal; \$180M State; \$61.5M Local Users)	ers)		
		1		2023-25 Bien ENDAWS Project 2023-25 Biennium RRVWSP 2023-25 Biennium RRVWSP	2023-25 Biennium RRVWSP	2023-25 Biennium RRVWSP	
		Date		Development Budget	Project Development Budget	Project Constr Budget	

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Š.	Scope of Work	Feature	Date Task	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)	5-25 Bien ENDAWS Pro Development Budget (mil \$)	Project get	2023-2! Project I	2023-25 Biennium RRVWSP Project Development Budget (mil \$)	ım RRVV nent Buc)	VSP dget	2023-25 Projec	2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}	tRVWSP udget
			Auth		Total	Fed/Sta 75%	Local 25%	Total	State 75%		Local 25%	Total	State 75%	Local 25%
21.	ENDAWS Facilities Supplemental Geotechnical Invest. 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 charicterization, sampling and testing; and reporting to fully inform design team and contractors of on-site insitu soil charactersitics.	Apr-25 Pro	Prof Srvs \$	0.89	\$ 0.66	\$ 0.22							
22.	ENDAWS Facilities Utility Extensions Study 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.	Evaluate substation needs and routing of 15 to 25 miles of high-voltate power lines to serve the new BWTP. Identify permitting and easement requirements.	Pr	Prof Srvs \$	'	٠ •	\$							
6 4	ENDAWS Transmission Pipeline Contract 2 Scope: Final design (30% docs to 90% plans and specs). Need: Have next pipeline section nearly ready so when Federal funding is secured/allocated design can quickly be completed and construction can proceed.	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 Pro	Prof Srvs \$	1.78	\$ 1.34	\$ 0.45							64
24.	ENDAWS Transmission Pipeline Contract 1 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.	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 Pro	Prof Srvs \$	1.95	\$ 1.46	\$ 0.49							
25.	Contingency Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs. Need: Address and pay for changes that are sure to occur.	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	N/A 6	\$ GDGD	1	\$	- \$	\$	φ.	, A	1	\$ 6.51	\$ 4.88	\$ 1.63
TOT.	TOTAL PROGRAM BUDGET			\$	15.48	\$ 11.61	\$ 3.87	\$ 18.87	-	\$ 14.15 \$	4.72	\$ 211.65	\$ 158.74	\$ 52.91
Notes:	<u>:es:</u>													

- Construction costs include management, engineering services during construction, inspection, field quality control, and construction. ij
- Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium. 5.
- 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 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. æ. 4.
 - and remaining easements from the beginning of the Contract 4 transmission main to the Sheyenne River Outfall, with most located in Wells County.
- 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 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 Work Plan. 5.





		<	RED RIVER VALLEY	VER	VALL	EY					ake Agassi		
■ 0 .	GARRISON		WAIEN 3	ULLE						W	Water Authority	ity	
		Draft 2025 to 2027 Biennium Work Plan	7 Bier	ninu	n Wo	rk Plan				L	April 9, 2025	25	
	(\$3	(\$346M Total Funding: \$0 Federal; \$259.5M State; \$86.5M Local Users)	ral; \$259.!	5M Stat	e; \$86.5	M Local Use	ers)				7 (C III C)	-2	
No.	Scope of Work	Feature		20 Note	25-27 Bien Developm (m	2025-27 Bien ENDAWS Project Development Budget (mil \$)		2025-27 Biennium RRVWSP Project Development Budget (mil \$)	RRVWSP it Budget	2025-27 Proje	2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}	RRVWSP udget	
			Orders Auth		Total	Fed/Sta Local 75% 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%	
	Garrison Diversion Conservancy District Budget Scope: Account for all costs for which Garrison Diversion is	Garrison Diversion's costs for the RRVWSP.					₹	400	, v				
1.	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.			3				`	`				
	Property, Easements, and Crop Damage Payments ⁴	Easements for Washburn transmission											
	Scope: Crop damage payments to landowners. Need: Treat landowners right and live up to commitments.	main. Pay for crop damages program wide.	- Cr	Crp Dmg			\$	1.82 \$ 1.37	, \$ 0.46				
	Red River Valley Transmission Pipeline Contract 6B	9.2± mi of 72" pl, including one 96"						<u> </u>					T
ю́.	Scope: Pipeline installation, including construction phase engineering tunnel. Pipeline extends east from services by Engineer.	tunnel. Pipeline extends east from Contract 6A northeast of Kensal to a	Jul-25 Pro	Prof Srvs						\$ 5.70	\$ 4.28	\$ 1.43	
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	termination point southeast of Glenfield.	Jul-25 Cc	Const, 2028 Fin						\$ 64.26	\$ 48.20	\$ 16.07) 🕽
、	Red River Valley Transmission Pipeline Contract 6C Scope: Pipeline installation, including construction phase engineering services by Engineer.	8.4± miles of 72" pl, including three 96" tunnels. Pipeline section extends east	Jul-25 Pro	Prof Srvs						\$ 5.70	\$ 4.28	\$ 1.43	~
i	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	from CLOB freat Grennerd to a termination point south of Sutton.	Jul-25 CC	Const, 2028 Fin						\$ 73.78	\$ 55.34	\$ 18.45	I.C
ú	Red River Valley Transmission Pipeline Contract 7A Scope: Pipeline installation, including construction phase engineering services by Findines.	6.5± mi of 72" pJ, including three 96" tunnels. PI section extends east from Ct 6C near Suffonto a termination	Jul-25 Pro	Prof Srvs						\$ 5.70	\$ 4.28	\$ 1.43	~
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	point south of Cooperstown.	Jul-25 CC	Const, 2028 Fin						\$ 59.82	\$ 44.87	\$ 14.96	5
9	Red River Valley Transmission Pipeline Contract 7B Scope: Pipeline installation, including construction phase engineering services by Engineer.	7.1± mi of 72" pl, including one 96" tunnel. Pl section extends east from Ct 7A south of Cooperstown to a	Jul-25 Pro	Prof Srvs						\$ 5.70	\$ 4.28	\$ 1.43	~
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	termination point at the Outfall to the Sheyenne River near bible camp.	Jul-25 Cc	Const, 2028 Fin						\$ 64.18	\$ 48.14	\$ 16.05	LO
L	Transmission Pipeline East Contract 4C	9± mi of 72" pl, including 96" tunnels.											
7.	Scope: Pipeline installation, including construction phase engineering Pipeline section extends west from Ct services by Engineer.	Pipeline section extends west from Ct 5D near Sykeston to a termination	Pro	Prof Srvs							- \$	\$	
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	point 9 miles west.									- \$	\$	1

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	<u>ن</u> ق	GARRISON	5	WATER	SUPPI	WATER SUPPLY PROJECT	ECT						Lake Agassiz Water Authority	assiz thority	
			Draft 2025 to 2027 Biennium Work Plan	27 Bie	nniu	ım Wo	ork F	lan					Anril 9	April 9, 2025	
		78\$)	(\$346M Total Funding: \$0 Federal; \$259.5M State; \$86.5M Local Users)	ral; \$259	.5M St	ate; \$86.5	M Loc	al User	(s.					, 2023	
	No.	Scope of Work	Feature	Date Task	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)	5-27 Bien ENDAWS Pro Development Budget (mil \$)	Project get	2025-27 Project D	2025-27 Biennium RRVWSP Project Development Budget (mil \$)	RRVWSP nt Budget	2025-2 Proj	2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}	ım RRVI tr Budge 1,2,3	NSP it
				Orders		Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%		Local 25%
	œί	McClusky Facilities Final Design Services & Bidding Assist 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.	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIs requirements per Reclamation. Chloramines for residual disinfectant in pipoline	Oct-25 P	Prof Srvs \$	15.00	\$ 11.25	\$ 3.75							
		er Intake Pump Sta, Trans Main, & Utilities Ext Contr 3	Saw water pumping station and	Jul-25 Pi	Prof Srvs				\$ 0.40	0 \$ 0.30	0.10				
	6	Scope: Final design, construction, and construction phase services for pumping station and transmission pl for Washburn.	transmission main from Missouri River Pumping Station to the City of	Jan-27	Prof Srvs							\$ 0.40	\$	0:30	0.10
		Need: Advance design, obtain bids, and construct new raw water supply for City of Washburn.	Washburn water treatment plant.	Jan-27	Const							\$ 4.00	\$	3.00 \$	1.00
		McClusky Facilities Wetwell Excavation & Site Dev Contr 1	Access road improvements from Highway 200 north to the future bwtp												
66	10.	Scope: Construction and construction phase services.	site. Mass excavation of site and	Apr-26 Pi	Prof Srvs							\$ 1.20	ψ.	\$ 06.0	0.30
		Need: Prepare site and ready it for future construction of the biota water treatment plant.	excavation of intake ps snaft and temp excavation support system.	Apr-26	Const							\$ 12.00	\$	\$ 00.6	3.00
		McClusky Facilities Intake, Tunnel, & Shaff Liner Contr 2	Passive intake screens and structure on	Jan-26 Pi	Prof Srvs \$	\$ 2.00	\$ 1.50	\$ 0.50							
	11.	Scope: Final design and bidding assistance. Need: Complete specialty work ahead of the main biota water	tunnel to the shaft/pumping station wetwell. Concrete shaft liner inside		Prof Srvs									√ ←	1
			circular shaft excavated under Contr 1.	Jan-27	Const							٠ ^	<u>۸</u> -	<u>٠</u>	
	12.	McClusky Facilities Utility Extensions Design 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.	Electrical system design to support a new power supply to the bwtp and associated pumping stations.	Jan-26 P.	Prof Srvs \$	1.50	\$ 1.13	\$ 0.38							
	L	PMIS Annual Licenses & Continued Maint/Upgrades	Vendor fees (e-Builder & DocuSign) for										<u> </u>	<u> </u>	
	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.	licenses of expanded team and consulting support for training of contractors/ subcontractors and workflow/report additions and mods.	Oct-25	Prof Srvs				\$ 0.50	\$ 0.38	3 \$ 0.13				
			Overall planning, management,												
	14.	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion. Need: Consulting services of a broad programmatic nature not	administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory	Jul-25	Prof Srvs				\$ 0.75	5 \$ 0.56	5 \$ 0.19				
			interface, reporting, etc.												Ì

2 of 3





April 9, 2025

Draft 2025 to 2027 Biennium Work Plan

(\$346M Total Funding: \$0 Federal; \$259.5M State; \$86.5M Local Users)

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			Date		2025-27 Bien ENDAWS Project Development Budget	5-27 Bien ENDAWS Pro Development Budget	S Project Iget	2025-27 Project D	2025-27 Biennium RRVWSP Project Development Budget	RRVWSF ent Budge		2025-27 Biennium RRVWSP Project Constr Budget	nium RR\ 1str Budg	rWSP jet
Š	o. Scope of Work	Feature		Note		(mil \$)			(mil \$)			(mil	(mil \$) ^{1,2,3}	
			Auth		Total	Fed/Sta 75%	Local 25%	Total	State 75%	e Local	I Total		State 75%	Local 25%
	Project Participation Agreement Support	Size pipelines, pumping stations,												
	Scope: User briefings and necessary support, including conceptual	channels, storage, etc. and other	111-25 Pr	Prof Srys				\$ 26	200 \$ 150 \$ 050	\$ 0.5	Ç			
15	15. designs, to secure project commitments.	necessary infrastructure to deliver raw							- - -	; } }	2			
	ow and a	water to end users. Update capex to												
	what cost water will be delivered to their communities.	reflect current market.												
	Operational Planning Phase 4	Refine details of diversions to/from												
	Scope: System modeling, evaluation, planning, and report	Lake Ashtabula. Finalize stakeholder	å	Drof Cn.r.				, ,	150 ¢ 112 ¢ 030	, c	0			
16	16. development documenting results/findings/outcomes.	roles and responsibilities as it relates		200					÷	 	0			
	Need: Finalize Garrison Diversion, State Water Commission, and	to system operation.												
	USACE roles for system operation.													
	Financial Planning Support	Update financial models; address state												
_	Scope: Continue to refine the financial model and provide scenarios	loan and financing program changes;	٥	Drof Sryc				٠ ٧	70 \$ 090	\$ 0.45 \$ 0.15	Ľ			_(
1,	17. as required to support users and the program.	end user funding, financing, and cost-		200					- -	 	2			57
_	Need: Accurate water bill estimates and affordability for customers	share analyses; continued funding and												
	are necessary to gain approval from users.	finance outreach.												
	Contingency	Budget flexibility to adapt to work plan												
	Scope: A budget reserve for task order additions to professional	changes and to pay for construction	ν/N	טעט	\$ 0.93		\$ 0.70 \$ 0.73	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	0.43 \$ 0.3	37 \$ 0.	\$ 037 \$ 011 \$ 1513		¢ 1135 ¢	3 78
18.	services, construction, legal, real estate, etc. TOs.	change orders typically running from 3					2.0			<u>;</u>	·			;
		to 5% of original construction costs at												
	Need: Address and pay for changes that are sure to occur.	bid time.							_	_				
9	TOTAL PROGRAM BUDGET				\$ 19.43	\$ 14.57	\$ 4.86	\$ 9.0	9.00 \$ 6.7	75 \$ 2.	\$ 6.75 \$ 2.25 \$ 317.57		\$ 238.18 \$	\$ 79.39

Votes:

- 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.
- 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. æ.
- 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. 4.
- Green text indicates priority 1 items totaling approximately \$200M. Blue text indicates priority 2 items and when added to Priority 1 items totals approximately \$566.7 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. 5.

3 of 3

RESOLUTION

WHEREAS, the Garrison Diversion Conservancy District (Garrison Diversion) is committed to completing the Red River Valley Water Supply Project (RRVWSP) to benefit 50 percent of North Dakota's population; and

WHEREAS, the Department of Water Resources and State Water Commission provide funding opportunities to support water resource projects aligning with state and regional water management goals; and

WHEREAS, the Garrison Diversion Board of Directors has reviewed the 2025-2027 RRVWSP Work Plan,

NOW, THEREFORE, BE IT RESOLVED by the Garrison Diversion Board of Directors as follows:

- 1. **Approval of Application:** The Board of Directors hereby approves the submittal of the application for the RRVWSP to the Department of Water Resources and State Water Commission.
- 2. **Authorization to Submit:** The General Manager, or his designee, is hereby authorized and directed to submit the application on behalf of Garrison Diversion and to take the necessary actions to complete the application process.
- 3. **Effective Date:** This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Garrison Diversion Board of Directors on this 24th day of April 2025.

lay Anderson, Chairman

Duane DeKrey, Secretary

RRVWSP MEMORANDUM OF COMMITMENT AND NOMINATION

THIS RED RIVER VALLEY WATER SUPPLY PROJECT ("RRVWSP" or "Project") MEMORANDUM OF COMMITTMENT AND NOMINATION (this "MOC"), dated April 15, 2025, XXX (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: A Low

Title: In missioner

Date: 4. 15. 25

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

GARRISON DIVERSION CONSERVANCY DISTRICT

Ву:

Name: Jay P. Anderson

Title: Chairman

Date: April 24, 2025

LAKE A	GASSIZ 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 May 1, 2025

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INTERIM FINANCING AGREEMENT, SERIES E

THIS INTERIM FINANCING AGREEMENT, SERIES E (the "Series E Agreement"), is entered this 1st day of May, 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.)

U-50.73

Signature Page for the Garrison Diversion Conservancy District

The governing body of the Garrison Diversion Conservancy District approved this Series E Agreement on the 24th day of April , 2025.

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

y Anderson, Chair

ATTEST:

Secretary

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Signature Page for the Lake Agassiz Water Authority

LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate

y: **X**

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 18 day of 18 day of 19 day

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

Brandon Bochenski

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%		
City	Percentage	Local Cost Share
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]

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

FINANCING RESOLUTION

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

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

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

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

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

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

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

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

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

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

"BND" means the Bank of North Dakota.

- "Board" means the GDCD's Board of Directors.
- "Bond Fund" or "2025 Bond Fund" means the 2025 Bond Fund established pursuant to Section 9 hereof.
- "Bond" means the Garrison Diversion Conservancy District, Water Revenue Bond, Series 2025 issued pursuant to this Resolution.
 - "Bondholders" means the person or persons in whose name such Bond shall be registered.
- "Cities" means the City of Fargo, North Dakota and the City of Grand Forks, North Dakota, North Dakota political subdivisions and their successors and assigns.
- "Commitment Letter" means the BND Commitment Letter dated August 17, 2023 and the amendment thereto dated August 13, 2024.
- "Cooperation Agreement" means the Cooperation Agreement between the GDCD and Lake Agassiz Water Authority dated as of May 8, 2020.
 - "Default" means any event specified in Section 13(a) of this Resolution.
- "D1 Agreement" means the Interim Financing Agreement Series D between the GDCD, Lake Agassiz Water Authority, and the Cities, dated as of November 1, 2023.
- "D2 Amendment" means the Interim Financing Agreement Series D Small System Amendment between the GDCD, Lake Agassiz Water Authority, and the D2 Participants, dated as of January 1, 2025, which provides for the payment of debt service on the Bond.
- "D2 Participants" means collectively, the cities of Carrington, Cooperstown, Fargo, Grand Forks, Hillsboro, Mayville, and Valley City, North Dakota and their successors and assigns.
- "Facilities" means, collectively, the water, water treatment, storage and distribution facilities comprising the Red River Valley Water Supply Project, including any improvements, betterments, additions, renewals and replacements thereto.
- "GDCD" means the Garrison Diversion Conservancy District, a governmental agency, body politic and corporate of the State of North Dakota duly organized and existing under the provisions of N.D.C.C. Chapter 61-24.
- "Loan Agreement" means the Loan Agreement between the GDCD and BND dated as of January 1, 2025.
 - "Local Project Costs" has the meaning given in the Series D Agreement.
- "Memorandum of Commitment" means agreements between the GDCD, Lake Agassiz Water Authority, and each D2 Participant regarding its portion of the 2023-2025 Biennium Work.

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

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

"PPA" means the future Project Participation Agreement.

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

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

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

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

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

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

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

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

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

SECTION 5. <u>REDEMPTION</u>. 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. <u>DEDICATION OF PARTICIPANT REVENUES</u>. Pursuant to N.D.C.C. Section 61-24-08(20) and (22) the GDCD hereby dedicates and pledges for the payment of the principal and interest on the Bond, the Participant Revenues. The collection of the Participant Revenues and the dedication of such shall be irrepealable 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 Participant Revenues, as provided by this Resolution and does not constitute a debt of the GDCD within the meaning of any constitutional or statutory limitation. The Bond shall not be payable from nor charged upon any funds other than the Participant Revenues and earnings thereon pledged to the payment thereof, nor shall the GDCD be subject to any pecuniary liability thereon. The Bond shall not constitute a charge, lien, nor encumbrance, legal or equitable, upon any property of the GDCD and no Bondholder shall ever have the right to compel any exercise of the taxing power of the GDCD to pay the principal or interest on the Bond, other than the Participant Revenues herein pledged to the payment of the Bond.

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

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

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

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

- (a) That it will, to the extent the Participant Revenues are sufficient, promptly cause the principal and interest on the Bond to be paid as they become due.
- (b) That it will enforce the obligations of the D2 Participants under the Memorandum of Commitment and the Series D Agreement and, upon execution, the PPA. Should GDCD fail or refuse to enforce the Memorandum of Agreement and the Series D Agreement, BND, as a third-party beneficiary of the Series D Agreement, may seek enforcement of the Series D Agreement.
- (c) That it will maintain complete books and records relating to the operation of the Facilities, the Project Fund and the 2025 Bond Fund and will cause such books and records to be audited annually at the end of each fiscal year in accordance with Generally Accepted Accounting Standards. The audit report shall be provided to BND.
- (d) That it will not issue bonds or other obligations having a claim upon the Participant Revenues.
- (e) That it will operate the Project in an efficient and economical manner and maintain, preserve and keep every part of the Facilities in good repair, working order and condition.
- (f) The GDCD may not sell or exchange or otherwise dispose of any property constituting a part of the Project unless such property is either worn out or obsolete or, in the opinion of the GDCD, is no longer useful in the operation of the Facilities. Any proceeds of such sale, exchange or other disposition not used to replace the property so sold or exchanged shall be deposited in the 2025 Bond Fund.
- SECTION 12. REGISTRATION AND TRANSFER. The Bond is transferable upon the books of and at the principal office of the Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar and with such assurances as the Registrar may request concerning the validity and legality of such transfer, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for bonds of other authorized denominations. Upon such transfer or exchange the GDCD will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of the Bond shall be required to be made during the fifteen days next preceding an interest payment date, nor during the forty-five days next preceding the date fixed for redemption of such Bond.

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

SECTION 13. <u>DEFAULT AND REMEDIES</u>.

- (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. <u>INSURANCE</u>. The GDCD covenants to maintain insurance appropriate to the risks associated with operation of its Facilities.
- SECTION 15. <u>Leases</u>. 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. <u>DISCHARGE</u>. 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. <u>CERTIFICATES</u>. 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. <u>ELECTRONIC SIGNATURES</u>. The Board authorizes the Authorized Officers to execute documents relating to the issuance of the Bond using electronic signatures. The electronic signatures of the Authorized Officers shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Bond. For purposes

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

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

(remainder of page intentionally left blank)

Dated: December 30, 2024.

GARRISON DIVERSION CONSERVANCY DISTRICT

Chair, Board of Directors

Secretary

Attest:

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

Ave - Nay - Absent - Abstain 1. Alan Walter 2. Jay Anderson Nay -Absent -Abstain Aye)-3. Greg Bischoff 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 Ave -Nay - Absent - Abstain 8. Bruce Klein (Aye) - Nay -Absent - Abstain 9. David Johnson Aye -Nay - Absent - Abstain 10. Kenny Rogers Ave - Nav - Absent - Abstain 11. Donald Zimbleman Aye - Nay - Absent - Abstain 12. Steve Metzger Aye - Nay - Absent - Abstain 13. Nikki Boote Nay - Absent - Abstain 14. Richard Cayko Nay - Absent Abstain 15. Dave Anderson Aye)-Nay - Absent - Abstain 16. Kyle Blanchfield Aye - Nay - Absent -Abstain Aye -17. Kelly Klosterman Nay - Absent -Abstain 18. Brian Orn Aye > Nay - Absent - Abstain 19. Jim Pellman Ave J- Nay - Absent -Abstain 20. Brandon Krueger Aye - Nay - Absent) - Abstain 21. Geneva Kaiser Aye - Nay - Absent - Abstain 22. Bill Ongstad Aye - Nay - Absent) - Abstain 23. Ward Koeser Aye - Nay - Absent - Abstain 24. Larry Kassian Aye - Nay - Absent - Abstain 25. Jeff LeDoux Aye) - Nay - Absent - Abstain Aye - Nay 26. Margo Knorr Absent - Abstain 27. Steve Forde Absent - Abstain Aye -Nay 28. Jason Siegert 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 ("GDCD").

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 GDCD 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. <u>Authority and Source of Funds.</u> GDCD 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 GDCD 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 GDCD for the Fargo and Grand Forks proportions of the Local Project Cost, in accordance with the Interim Financing Agreement Series E between GDCD, 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 GDCD, 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"). GDCD irrevocably pledges the City Revenues received under the Interim Financing Agreement Series E, the Credit Agreement and the PPA. GDCD will take such action as is necessary to enforce the Interim Financing Agreement Series E, the Credit Agreement Series E, the Credit Agreement and the PPA, and collect the City Revenues.

Section 1.04. <u>Mandatory Payments.</u> 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. <u>Draws of Bond Proceeds</u>. 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. <u>Project Participation Agreement</u>. 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. <u>Assignments.</u> 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. <u>Notices.</u> 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. <u>Binding Effect.</u> 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. <u>Severability</u>. 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 GDCD 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	

Bureau of Reclamation Activities

Garrison Diversion Board of Directors Meeting April 24-25, 2025

Municipal, Rural, and Industrial Program

Rural Water Budgets

	Final	Fiscal
Rural Water	Fiscal Year	Year
Budgets	2024*	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

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

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

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 velomine 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 1/2-inch PVC SDR 17, 15 meter pits, 6 2-inch flush hydrants, 100 feet of 1-inch HDPE non cased directional drilling, 1,000 feet of 2-inch HDPE non cased directional drilling, 7,200 feet of 4-inch PVC SDR 17, 4-inch gate valve, 4-inch flush hydrant, 85 feet of 8-inch yelomine bored casing, 388 feet of 4-inch yelomine bored casing and related materials and appurtenances. The pre-construction conference was held on August 4, 2022, and the notice to proceed was issued on August 10, 2022. The contract documents indicate the final completion date shall be no later than 250 calendar days after the notice to proceed. Storms Construction began installing the pipeline in August 2022. Storms Construction mobilized the first week of May 2023 and has continued installation of the rural water line through the summer. The lines have all been installed and the contractor completed installation of PRV vaults, disinfecting, flushing, and testing the lines in the fall. 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 Choride (PVC) pipe, connections to 35 services, wet tap tie-ins, road and stream crossings and all other related appurtenances as required by the project drawings, specifications, and contract documents. The final completion date is on or before December 12, 2025. The pre-construction 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 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 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 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 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

	Combin	ned Statement of F	Conservancy Distric Revenues and Expe nding June 30, 202	enses		
	FOI	Municipal	nully Julie 30, 202	Red River		
		Rural, and	Operations	Valley Water		
	General	Industrial	Maintenance	Supply	Irrigation	
	Fund	Fund	Fund	Project	Fund	Total
Beginning Bank Balance	\$9,983,347	\$5,723	\$640,482	\$5,227,946	\$177,850	16,035,348
Revenues:						, ,
Revenue from Sale of Fixed Assets			26,150			26,150
Miscellaneous Income	1,965		,		685	2,650
Interest Income	396,582		19,110	107,987	4,981	528,660
Tax Levy	4,637,030					4,637,030
State Aid Distribution	149,705					149,705
Contract Revenue	44,715	5,882,055	2,251,473	39,927,419	184,695	48,290,357
Non-Project Income			84,793			84,793
Total Revenues	\$5,229,997	\$5,882,055	\$2,381,526	\$40,035,406	\$190,361	\$53,719,345
Expenditures:						
Director Expense	95,611					95,611
Employee Expense	695,768	39,395	1,268,607			2,003,770
Administrative Expense	149,589		50,171			199,760
Public Education	38,815					38,815
Professional Services	164,512			438,137		602,649
Irrigation Development						0
Water Supply Projects	64,651					64,651
GDCD Recreation Project	362,770					362,770
DWRA Recreation Project	1,121					1,121
Maintenance & Repairs	54,536		304,088		153,312	511,936
Capital Purchases	131,017		29,584			160,601
Construction in Progress				38,829,218		38,829,218
MR&I Project Expenses		5,827,363				5,827,363
Principal Debt Payments				189,690	27,145	216,835
Interest Payments				141,801	917	142,718
Total Expenditures *	\$ 1,758,390	\$ 5,866,758	\$ 1,652,450	\$ 39,598,846	\$ 181,374	\$ 49,057,818
Transfer In/Out	538,611	(15,297)	(555,147)	31,833	-	\$ -
Revenues Over Expenditures	\$ 4,010,218	\$ -	\$ 173,929	\$ 468,393	\$ 8,987	\$ 4,661,527
Net Change in Assets	(1,204,386)		549,390	(31,833)	1,407	\$ (685,422)
Ending Bank Balance	\$ 12,789,179	\$ 5,723	\$ 1,363,801	\$ 5,664,506	\$ 188,244	\$ 20,011,453

GARRISON DIVERSION CONSERVANCY DISTRICT INCOME BUDGET ANALYSIS STATEMENT For the Six Months Ending Monday, June 30, 2025 General, O&M Income Percentage MR&I, RRVWSP, Received of Budget Balance and Irrigation for to Amount of Jun 30, 2025 Funds 2025 Budgeted 2025 Budget \$ Irrigation Admin 975 \$ 0.0% \$ 975 \$ \$ Lease Income 0.0% \$ \$ Miscellaneous Income \$ 0.0% \$ 2,650 (2,650)Revenue Sale of Fixed Assets \$ 26,150 0.0% \$ (26, 150)Interest Income \$ 464,760 113.7% \$ (63,900)\$ 528,660 4,137,404 4,637,030 (499,626)Tax Levy 112.1% \$ State Aid \$ 282,596 \$ 149,705 53.0% \$ 132,891 General Fund Contract Revenue \$ 73,500 44,715 60.8% \$ 28,785 **O&M Contract Revenue** \$ 5,648,546 \$ 2,251,473 39.9% \$ 3,397,073 MR&I Contract Revenue \$ 30,111,940 5,882,055 19.5% \$ 24,229,885 **RRVWSP Contract Revenue** \$120,662,983 33.1% \$ 80,735,564 \$ 39,927,419 483,300 Irrigation Fund Revenue \$ 184,695 38.2% \$ 298,605 Project Revenue \$ \$ 0.0% \$ Non-Project Revenue \$ 186,978 84,793 45.3% \$ 102,185 \$162,052,982 \$108,333,637 **Fotal Revenues** \$53,719,345 33.1%

	GARRISON	DΙ\	ERSION CON	ISE	RVANCY DIS	STF	RICT				
	-		e Budget Ana								
	For the Six	Мо	nths Ending I	Mor	nday, June 30), 2	025				
General, O&M		E	Expenditures					Percentage			
MR&I, RRVWSP,	Budget		Charged		Budget	Е	xpenditures	Spent		Balance	
and Irrigation	for		to 2024		for		to	Amount		of	
Funds	2024		Budget		2025	J	un 30, 2025	Budgeted		Budget	
Expenses											
Director Expenses	\$ 255,000	\$	233,544	\$	295,730	\$	95,611	32.3%		200,119	
Employee Expenses	\$ 4,218,300	\$	3,734,661	\$	4,336,549	\$	2,003,770	46.2%		2,332,779	
Adminstrative Expenses	\$ 363,800	\$	357,249	\$	415,428	\$	199,760	48.1%		215,668	
Public Education	\$ 193,000	\$	106,008	\$	205,925	\$	38,815	18.8%		167,110	
Professional Services	\$ 2,202,600	\$	1,154,755	\$	2,632,011	\$	602,649	22.9%		2,029,362	
Irrigation Development	\$ 123,000	\$	85,000	\$	76,000	\$	-	0.0%		76,000	
Water Supply Program	\$ 300,000	\$	204,462	\$	300,000	\$	64,651	21.6%	\$	235,349	
GDCD Recreation Grant Program	\$ 1,150,000	\$	1,136,839	\$	1,250,000	\$	362,770	29.0%	\$	887,230	
DWRA Recreation Program	\$ 10,000	\$	3,352	\$	10,000	\$	1,121	11.2%	\$	8,879	
Irrigation District Expense	\$ 2,000	\$	-	\$	2,000	\$	-	0.0%	\$	2,000	
Maintenance & Repairs	\$ 1,358,100	\$	906,869	\$	1,408,474	\$	511,936	36.3%	\$	896,538	
Capital Purchases	\$ 1,655,797	\$	1,512,882	\$	990,000	\$	160,601	16.2%	\$	829,399	
Construction in Progress	\$ 118,750,000	\$	79,677,421	\$	118,750,000	\$	38,829,218	32.7%	\$	79,920,782	
MR&I Fund	\$ 30,000,000	\$	10,519,994	\$	30,000,000	\$	5,827,363	19.4%	\$	24,172,637	
Principal on Debt Repayment	\$ 610,053	\$	608,765	\$	507,911	\$	216,835	42.7%	\$	291,076	
Interest on Debt Repayment	\$ 270,947	\$	271,085	\$	370,071	\$	142,718	38.6%	\$	227,353	
Total Expenses	\$ 161,462,597	\$	100,512,886	\$	161,550,099	\$	49,057,818	30.4%	\$	112,492,281	
Transfers In/Out											
MR&I	\$ 23,000	\$	18,709	\$	22,000	\$	15,297	69.5%	\$	6,703	
O&M	\$ 698,418	\$	718,555		\$1,119,472	\$	555,147	49.6%	\$	564,325	
Irrigation	\$ -	\$	-	\$	-	\$	-	0%	\$	-	
RRVWSP	\$ -	\$	(617,669)	\$	-	\$	(31,833)	0.0%	\$	31,833	
Total Transfers Out	\$ 721,418	\$	119,595	\$	1,141,472	\$	538,611	47.2%	\$	602,861	
Total Expenses & Transfers Out	\$ 162,184,015	\$	100,632,481	\$	162,691,571	\$	49,596,429	30.5%	\$	113,095,142	

GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES STATEMENT June 30, 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.

\$6,902,528.17

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

\$9,318,121.15

	Garrison Diversion Conservancy District Funds in Bank of North Dakota June 30, 2025											
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance								
General	Checking Account Cash	0.15%	\$	93,613.68								
General	Water Assistance Grant Outstanding	0.15%	\$	363,673.00								
	Total Checking Account Balance		\$	457,286.68								
General	Money Market Savings	0.60%	\$	7,294,350.79								
General	Water Assistance Grant Reserve	0.60%	\$	512,387.16								
General	GF Accrued Leave-Operating Reserve	0.60%	\$	169,035.99								
	Total Savings Account Balance		\$	7,975,773.94								
	Total Deposits		\$	8,433,060.62								

Funds in First International Bank & Trust											
June 30, 202											
Account Name/Reserve				Balance							
CD 118848-O&M Emergency Res.	4.15%	08/29/25	\$	750,000.00							
CD 80127125	4.20%	10/05/25	\$	1,250,000.00							
CD 80127220 Project Dev Reserve	4.20%	10/21/25	\$	313,538.98							
CD 80120161	4.15%	01/19/26	\$	1,000,000.00							
CD 80120162	4.15%	01/19/26	\$	1,000,000.00							
CD 80123425	4.15%	01/22/26	\$	2,500,000.00							
CD 118850-Operating Reserve	4.00%	02/28/26	\$	50,500.00							
CD 80125340	4.00%	02/28/26	\$	1,000,000.00							
CD 80124990-Operating Reserve	4.00%	05/14/26	\$	589,000.00							
Total Investments			\$	8,453,038.98							
Recreation Outstanding-Operating Reserve	3.00%		\$	1,999,314.80							
Recreation Money Market Funds	3.00%		\$	1,260,950.95							
CD Interest Money Market Fuds	3.00%		\$	19,290.21							
Recreation Reserve-Operating Reserve	3.00%		\$	956,936.49							
Total Money Market Account Balance			\$	4,236,492.45							
Total Deposits			\$	12,689,531.43							
Total Deposits			\$	12,689,531.43							
Less:FDIC Coverage			\$	(250,000.00)							
Deposit Balance to Secure			\$	12,439,531.43							
Total Pledging Required on all Deposits		X 110%	\$	13,683,484.57							
Less: Pledging			\$	15,630,115.22							
Pledging Excess			\$	3,190,583.79							
	Account Name/Reserve CD 118848-O&M Emergency Res. CD 80127125 CD 80127220 Project Dev Reserve CD 80120161 CD 80120162 CD 80123425 CD 118850-Operating Reserve CD 80125340 CD 80124990-Operating Reserve Total Investments Recreation Outstanding-Operating Reserve Recreation Money Market Funds CD Interest Money Market Fuds Recreation Reserve-Operating Reserve Total Money Market Account Balance Total Deposits Less:FDIC Coverage Deposit Balance to Secure Total Pledging Required on all Deposits Less: Pledging	June 30, 2025 Account Name/Reserve Interest Rate CD 118848-O&M Emergency Res. 4.15% CD 80127125 4.20% CD 80127220 Project Dev Reserve 4.20% CD 80120161 4.15% CD 80123425 4.15% CD 118850-Operating Reserve 4.00% CD 80125340 4.00% CD 80124990-Operating Reserve 4.00% Total Investments Recreation Outstanding-Operating Reserve 3.00% Recreation Money Market Funds 3.00% CD Interest Money Market Funds 3.00% Recreation Reserve-Operating Reserve 3.00% Total Money Market Account Balance Total Deposits Less:FDIC Coverage Deposit Balance to Secure Total Pledging Required on all Deposits Less: Pledging	Account Name/Reserve Interest Rate Maturity Date CD 118848-O&M Emergency Res. 4.15% 08/29/25 CD 80127125 4.20% 10/05/25 CD 80127220 Project Dev Reserve 4.20% 10/21/25 CD 80120161 4.15% 01/19/26 CD 80120162 4.15% 01/19/26 CD 80123425 4.15% 01/22/26 CD 118850-Operating Reserve 4.00% 02/28/26 CD 80125340 4.00% 02/28/26 CD 80124990-Operating Reserve 4.00% 05/14/26 Total Investments Recreation Outstanding-Operating Reserve 3.00% Recreation Reserve-Operating Reserve 3.00% Total Invest Money Market Funds 3.00% Recreation Reserve-Operating Reserve 3.00% Total Deposits Total Deposits Less:FDIC Coverage Deposit Balance to Secure Total Pledging Required on all Deposits X 110%	Dune 30, 2025							

	Garrison Diversion Conservancy District Gate City Bank Deposit and Pledging Summary June 30, 2025													
Account Ty	<i>r</i> pe	Interest Rate	Maturity Date		Balance									
Checking A	ccounts													
1010	Live Con Front	0.000/		Φ.	400 045 50									
x4310	Irrigation Fund	0.00%		\$	188,245.53									
x1561	M R & I Working Fund	0.00%		\$	5,722.62									
x4336	Operations & Maint Ckg & Sweep	3.55%		\$	1,363,802.80									
x4328	Red River Valley Ckg & Sweep	3.55%		\$	5,664,505.47									
				<u>\$</u>	7,222,276.42									
Savings Ac	counts													
x1546	O&M - Accrued Leave Reserve	3.26%		\$	186,870.29									
x1553	Irrigation - Debt Service Reserve	3.26%		\$	295,311.21									
	Total Savings Balance			\$	482,181.50									
Certificates	of Deposit													
	Total CD Balance			\$	-									
	Total Deposits			\$	7,704,457.92									
Pledging	Total Deposits			\$	7,704,457.92									
	Less:FDIC Coverage			,	(250,000.00)									
	Deposit Balance to Secure				7,454,457.92									
	Total Pledging Required on all Deposits		x 110%		8,199,903.71									
	Less: Pledging				20,132,102.49									
	Pledging Excess			\$	11,932,198.78									

	Garrison Diversion Conservancy District Funds in Bravera Bank & Pledging Summary June 30, 2025												
Fund	Account Name/Reserve	Interest Rate	Maturity Date		Balance								
General	Checking Account Cash	3.00%		\$	119,623.65								
	Total Checking Account Balance			\$	119,623.65								
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			\$	3,921,677.65								
Pledging	Total Deposits			\$	3,921,677.65								
	Less:FDIC Coverage			\$	(250,000.00)								
	Deposit Balance to Secure			\$	3,671,677.65								
	Total Pledging Required on all Deposits	•											
	Less: Pledging	\$ \$	4,038,845.42 4,239,542.00										
	Pledging Excess			\$	200,696.59								

		ISON DIVERSION Tax Collect e Six Months En	ctions Statem	ent		
	2025	2025	Balance of	2025		Balance
	Tax Levy	Tax	Tax Levy	State Aid	2025	State Aid
County	Budget	Collections	Budget	Budget	State Aid	Budget
Barnes	\$84,390	\$90,099	(5,709)	\$5,884	\$3,130	\$2,754
Benson	33,641	35,787	(2,146)	4,054	2,163	1,891
Bottineau	59,297	66,354	(7,057)	4,913	2,239	2,674
Burleigh	580,121	662,665	(82,544)	34,212	18,234	15,978
Cass	1,102,010	1,249,447	(147,437)	68,319	36,646	31,673
Dickey	43,510	49,381	(5,871)	4,835	2,076	2,759
Eddy	15,286	16,307	(1,021)	2,653	1,407	1,246
Foster	27,995	30,059	(2,064)	8,027	4,257	3,770
Grand Forks	329,365	369,539	(40,174)	13,703	7,292	6,411
Griggs	21,152	22,735	(1,583)	2,658	1,222	1,436
LaMoure	40,156	43,823	(3,667)	4,866	2,600	2,266
McHenry	46,763	50,170	(3,407)	2,798	935	1,863
McKenzie	345,894	389,062	(43,168)	37,461	20,282	17,179
McLean	79,230	87,068	(7,838)	9,290	4,946	4,344
Nelson	26,350	28,329	(1,979)	2,577	1,377	1,200
Pierce	32,195	33,619	(1,424)	3,478	1,852	1,626
Ramsey	61,627	70,018	(8,391)	6,358	3,380	2,978
Ransom	38,961	42,253	(3,292)	-	-	-
Renville	24,462	26,087	(1,625)	3,093	1,667	1,426
Richland	105,845	117,206	(11,361)	-	-	-
Sargeant	36,590	39,972	(3,382)	3,955	2,008	1,947
Sheridan	14,951	15,656	(705)	4,668	2,479	2,189
Steele	30,063	31,715	(1,652)	2,225	1,014	1,211
Stutsman	132,127	146,134	(14,007)	9,579	5,086	4,493
Traill	60,478	66,443	(5,965)	4,435	2,365	2,070
Ward	326,372	358,052	(31,680)	22,899	12,114	10,785
Wells	40,740	43,803	(3,063)	4,734	3,391	1,343
Williams	397,833	455,247	(57,414)	10,922	5,543	5,379
Totals	\$ 4,137,404	\$4,637,030	\$ (499,626)	\$ 282,596	\$ 149,705	\$132,891

GARRISON DIVERSION CONSERVANCY DISTRICT EXPENSE BUDGET ANALYSIS STATEMENT For the Six Months Ending June 31, 2025												
	t	Budget 1/1/24 o 12/31/24	Е	xpenditures Chargeable to 2024 Budget		Budget 1/1/25 to 12/31/25		2025 Actual as of 6/30/2025		Balance of Budget as of 6/30/2025	Percentage of Budget Spent	
GENERAL FUND												
Directors Expense												
Directors Per Diem	\$	135,000	\$	124,810	\$	151,200	\$	51,629	\$		34.1%	
Directors Expense	\$	120,000	\$	108,734	\$	144,530	\$	43,982	\$		30.4%	
Total Directors Expense	\$	255,000	\$	233,544	\$	295,730	\$	95,611	\$	200,119	32.3%	
Employee Expense	•	070.000	_	000.040	_	4.074.500	•	450,000	•	040 477	40.00/	
Employee Salaries General Manager Exp	\$	972,000 21.000	\$	820,846 15,114	\$	1,071,500 21,000	\$	458,323 5,490	<u>\$</u>		42.8% 26.1%	
Travel	\$	61,000	\$	13,114	\$	72,000	\$	22,240	\$		30.9%	
Admn Officer - Merri Mooridian	\$	25,000	\$	1,373	\$	25,000	\$	4,705	\$,	18.8%	
Dist. Engr - Kip Kovar		10,000	\$	3,362	\$	10,000	\$	2,513	\$		25.1%	
Engineer - Ryan Anderson	\$	5.000	\$	2,564	\$	6.000	\$	1.115	\$		18.6%	
Dir. Comm Kim Cook		6,000	\$	1,910	\$	6,000	\$	646	\$		10.8%	
Emp Exp Other		15,000	\$	3,981	\$	25,000	\$	13,261	\$		53.0%	
Professional Development	\$	17.000	\$	404	\$	17,000	\$	1,822	\$		10.7%	
Employee Training	\$	15,000	\$	404	\$	15,000	\$	1,822	\$		12.1%	
Wellness Program	\$	2,000	\$	-	\$	2,000	\$	1,022	\$		0.0%	
Benefits	\$	451,000	\$	375,161	\$	540,610	\$	207,895	\$		38.5%	
GDCD FICA	\$	82,000	\$	66,557	\$	87,535	\$	38,191	\$, -	43.6%	
Retirement	\$	149.000	\$	128,699	\$	157,500	\$	69,691	\$		44.2%	
Hospital & Life Insurance	\$	191,000	\$	159,373	\$	242,000	\$	86,656	\$		35.8%	
Unemployment Comp	\$	5.000	\$	248	\$	5,275	\$	1,939	\$		36.8%	
Dental / Vision Ins.	\$	13,000	\$	12,637	\$	18,425	\$	7,417	\$		40.3%	
Work Force Safety		1,000	\$	499	\$	1,175	\$	(6)	\$		-0.5%	
Long-Term Disability Ins		10,000	\$	7,148	\$	10,700	\$	4,007	\$		37.4%	
Vacation/Sick Leave Liability		-	\$	7,140	\$	18,000	\$	-,001	\$		0.0%	
Total Employee Expense		1,522,000	\$	1,224,715	\$	1,722,110	\$	695,770	\$		40.4%	
Total Employee Expense	Ψ	1,022,000	Ψ	1,224,710	Ψ	1,722,110	Ψ	000,110	Ψ	1,020,040	40.470	
Administration												
Postage	\$	5,500	\$	4,822	\$	4,400	\$	1,354	\$	3,046	30.8%	
Communications	\$	16.000	\$	12,983	\$	16,600	\$	6,506	\$		39.2%	
Utilities	\$	35,000	\$	36,211	\$	39,200	\$	22,340	\$		57.0%	
Meetings & Events	\$	9,500	\$	9,284	\$	29,400	\$	2,796	\$		9.5%	
Subscriptions/Publications	\$	10,000	\$	9,511	\$	6,500	\$	5,821	\$	679	89.6%	
Miscellaneous	\$	3,500	\$	2,611	\$	3,500	\$	1,972	\$		56.3%	
Data Processing	\$	74,500	\$	77,044	\$	61,550	\$	30,953	\$		50.3%	
Employee Recruiting	\$	1,725	\$	1,721	\$	5,000	\$	-	\$		0.0%	
Supplies	\$	11,500		11,335	\$	12,300		3,761			30.6%	
Small Office Equipment	\$	11,232		13,308	\$	32,500	\$	12,612	\$		38.8%	
Dues	\$	14,000		13,073	\$	14,000	\$	8,612	\$		61.5%	
Insurance	\$	26,000		24,751	\$	19,200		12,962	\$,	67.5%	
Annual Independent Audit	\$	40,543		40,543	\$	45,150		39,900	\$		88.4%	
Total Administration	\$	259,000		257,197		289,300		149,589	\$		51.7%	
	•	,		,	Ċ	,	Ť	,,,,,,	·	,		
Public Education												
GDCD Tours	\$	10,000	\$	3,150	\$	10,000	\$	3,891	\$	6,109	38.9%	
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	\$	-	\$		0.0%	
Upper Sheyenne	\$	50,000	\$	-	\$		\$	-	\$		0.0%	
Conference Booth Fees, Sponsorships	\$	20,000		9,748	\$	20,000		528	\$		2.6%	
Miscellaneous	\$	10,000	\$	698	\$	10,000	\$	396	\$	9,604	4.0%	
Total Public Education	\$	193,000	\$	106,008	\$	205,925	\$	38,815	\$	167,110	18.8%	

	GARRISON DIVERSION CONSERVANCY DISTRICT EXPENSE BUDGET ANALYSIS STATEMENT For the Six Months Ending June 31, 2025											
	to	Budget 1/1/24 o 12/31/24	E	expenditures Chargeable to 2024 Budget		Budget 1/1/25 to 12/31/25		2025 Actual s of 6/30/2025		Balance of Budget as of 6/30/2025	Percentage of Budget Spent	
Professional Services												
Communications	\$	140,000	\$	115,037	\$	140,000	\$	1,176	\$	138,824	0.8%	
Engineering	\$	125,000	\$	24,864	\$	125,000	\$	1,479	\$	123,521	1.2%	
RRVWSP Development	\$	313,000	\$	29,460	\$	273,000	\$	68,835	\$	204,165	25.2%	
Technical Support for LAWA		15,000	\$	-	\$	15,000	\$	-	\$	15,000	0.0%	
Engineering	\$	100,000	\$	5,327	\$	50,000	\$	280	\$	49,720	0.6%	
Legal		122,000	,	27,285	\$	132,000	\$	64,720	\$	67,280	49.0%	
Financial	_	10,000	\$	(0.000)	\$	10,000	\$	-	\$	10,000	0.0%	
Consultants	\$	50,000	\$	(3,263)	\$ 6	50,000	\$	2 025	\$	50,000	0.0%	
Meeting, Misc. Exp	\$	16,000	\$	111	\$	16,000	\$ \$	3,835	\$	12,165	24.0% 20.2%	
Prof Services Other	\$ \$	45,000 158,000	\$	- 165,435	\$	45,000 200,000	\$	9,099 83,923	<u>\$</u>	35,901 116,077	42.0%	
Legal Services Total Professional Services	-	781,000	\$	334,796	\$	783,000	\$	164,512	\$		21.0%	
Total Professional Services	Ф	701,000	Þ	334,790	Þ	703,000	Ф	104,512	Ф	618,488	21.0%	
Irrigation Development												
ND Irrigation Association	\$	80,000	\$	80.000	\$	50,000	\$	<u>-</u>	\$	50,000	0.0%	
NDSU Oakes Irrigation Site	\$		\$	452,150	\$	-	\$	<u>-</u>	\$	-	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	\$	537,150	\$	76,000	\$	_	\$	76,000	0.0%	
Total irrigation Bevelopment	Ψ	120,000	Ψ	007,100	Ψ	10,000	Ψ		Ψ	70,000	0.070	
Recreation												
GDCD Recreation Grant Program	\$	1,150,000	\$	1,136,839	\$	1,250,000	\$	362,770	\$	887,230	29.0%	
DWRA Recreation Program	\$	10,000	\$	3,352	\$	10,000	\$	1,121	\$	8,879	11.2%	
Total Recreation	\$	1,160,000	\$	1,140,191	\$	1,260,000		363,891	\$	896,109	28.9%	
	•	,,		, ,,	•	,,	•	,	•	,		
Water Supply Grant Program	\$	300,000	\$	204,462	\$	300,000	\$	64,651	\$	235,349	21.6%	
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	\$	9,140	\$	17,860	33.9%	
Small Yard Equipment Purchases	\$	5,000	\$	-	\$	10,000	\$	-	\$	10,000	0.0%	
Land & Bldg Maintenance	\$	35,000		37,328		35,000		34,856		144	99.6%	
Auto Expense	\$	15,000		15,380	\$	20,000		10,539	_	9,461	52.7%	
Total Maintenance & Repair	\$	82,000	\$	78,061	\$	92,000	\$	54,535	\$	37,465	59.3%	
Capital Purchases	Φ.	50.000	_		•	407.000	.	40.000	_	100 707	7.50/	
Office Equip & Furniture	\$	50,000		-	\$	137,000		10,293	\$	126,707	7.5%	
Yard Equipment	\$	20,000		07 400	\$	20,000		100 704	\$	20,000	0.0%	
Vehicle	\$ \$	80,000 504,797		27,182	\$	142,000 270,000		120,724	\$	21,276 270,000	85.0% 0.0%	
Land and Buildings	_			96,236	\$			424.047	\$			
Total Capital Purchases	\$	654,797		123,418		569,000		131,017	\$	437,983	23.0%	
Total General Fund	Þ	5,331,797	Þ	4,239,542	Þ	5,595,065	Þ	1,758,391	Þ	3,836,674	31.4%	

GARRISON DIVERSION CONSERVANCY DISTRICT EXPENSE BUDGET ANALYSIS STATEMENT For the Six Months Ending June 31, 2025											
		го		xpenditures		aing June 31, 2	2023)			
		Budget		Chargeable		Budget		2025		Balance of	Percentage
		1/1/24		to 2024		1/1/25		Actual		Budget	of Budget
		to 12/31/24		Budget		to 12/31/25	a	s of 6/30/2025		as of 6/30/2025	Spent
IRRIGATION FUND								0 0 1 0 1 0 1 0 1 0 1 0 1		00 01 010012020	
McClusky Canal Irrigation:	\$	418,100	\$	197,626	\$	271,000	\$	153,312	\$	117,688	56.6%
Construction	\$	-	\$	-	\$	-	\$	-	\$	-	0.0%
Operations	\$	418,100	\$	197,626	\$	271,000	\$	153,312	\$	117,688	56.6%
Debt Payments	\$	218,000	\$	216,868	\$	215,000	\$	28,062	\$	186,938	13.1%
Principal		187,000	\$	185,712	\$		\$	27,145	\$	164,855	14.1%
Interest	<u> </u>	31,000	\$	31,156	\$	-,		917	\$	22,083	4.0%
Total Irrigation Fund	\$	636,100	\$	414,494	\$	486,000	\$	181,374	\$	304,626	37.3%
0011 0 0 14											
GDU O & M	Φ	2.520.600	Φ.	0.000.700	Φ.	0.460.070	Φ.	4 005 700	Φ.	4.040.540	40.70/
Salaries and Benefits	\$	2,538,600	\$	2,382,782	\$	2,468,278	\$	1,225,738	\$	1,242,540	49.7%
Salaries	\$	1,688,200	\$	1,563,318	\$	1,598,362	\$	805,109	\$	793,253	50.4%
Benefits	\$	850,400	\$	819,464	\$	869,916	\$	420,629	\$	449,287	48.4%
Travel	\$	20,000	\$	18,060	\$	12,006	\$	5,114	\$	6,892	42.6%
Training	\$	2,700	\$	-	\$	1,100	\$	-	\$	1,100	0.0%
Utilities	\$	82,900	\$	81,166	\$	76,300	\$	44,134	\$	32,166	57.8%
Contractual Services	\$	171,600	\$	113,481	\$	599,011	\$	-	\$	599,011	0.0%
Supplies	\$	374,000	\$	366,666	\$	351,033	\$	192,569	\$	158,464	54.9%
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	\$	109,479	\$	343,962	24.1%
Safety	\$	53,000	\$	31,507	\$	43,055	\$	37,755	\$	5,300	87.7%
Miscellaneous	\$	21,900	\$	18,836	\$	49,828	\$	6,037	\$	43,791	12.1%
	\$		_	7,070	_		_		<u> </u>		0.9%
Materials		12,000	\$		\$	237,000	\$	2,040	\$	234,960	
Total GDU O & M	\$	4,749,700	\$	4,214,353	\$	4,716,052	\$	1,652,450	\$	3,063,602	35.0%
MDOLE											
MR&I Fund	Φ	02.000	Φ	77.504	Φ.	00.000	Φ.	20.205	Φ.	E0 60E	42.00/
Salaries & Benefits State Administration	\$ \$	82,000	\$	77,594	\$ \$	90,000	\$	39,395	\$ \$	50,605	43.8% 0.0%
MR&I Project Expenditures	\$	30,000,000	\$	10,520,019	\$	30,000,000	\$	5,827,363	\$	24,172,637	19.4%
Total MR&I Fund		30,082,000	\$	10,597,613	\$		\$	5,866.758	\$	24,223,242	19.5%
Total Miltor Lund	Ψ	30,002,000	Ψ	10,557,015	Ψ	30,030,000	Ψ	3,000,730	Ψ	27,223,272	13.3 /0
RRV Water Supply Project											
Right of Way	\$	1,250,000	\$	1,115,335	\$	1,250,000	\$	560,020	\$	689,980	44.8%
Design/Construction in Progress		117,500,000	\$	78,562,085	\$		\$	38,269,198	\$	79,230,802	32.6%
Salaries & Benefits	\$	-	\$	-	\$	-	\$	-	\$	-	0.0%
Professional Services	\$	1,250,000	\$	706,478	\$	1,250,000	\$	438,137	\$	811,863	35.1%
Financing/Legal/Administration	\$	1,000,000	\$	546,214	\$	1,000,000	\$	218,678	\$	781,322	21.9%
Other Engineering	\$	250,000	\$	160,264	\$	250,000	\$	219,459	\$	30,541	87.8%
Debt Payments	\$	663,000	\$	662,982	\$		\$	331,491	\$	331,491	50.0%
Principal		423,053	\$	423,053	\$			189,690	\$	126,221	60.0%
Interest		239,947	\$	239,929	\$			141,801	\$	205,270	40.9%
Total RRVWSP	\$	120,663,000	\$	81,046,880	\$	120,662,982	\$	39,598,846	\$	81,064,136	32.8%
TOTAL ALL FUNDS	\$	161,462,597	\$	100,512,882	\$	161,550,099	\$	49,057,819	\$	112,492,280	30.4%

			D RI	VERSION OF STREET OF STREE	N G	RANT PROPROJECTS	GI S						
		GRANT		y 1, 1990 to		rojects		XPENDITURES		EXPENDITURES		AMOUNTS	BALANCE
COUNTY	PROJECT	APPROVAL DATE		PROJECTS		APPROVED 2025		04-23-15 to 12-31-2024		1-1-25 to 06-30-25	F	RETURNED O PROGRAM	REMAINING 06-30-25
Barnes	Valley City Park Playground	03-20-24	\$	50,000.00		2025		12-31-2024	\$	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				5 504 00			\$	(21,250.00)	
Bottineau Bottineau	City of Landa-Restroom Facilitites Maxbass Community Park	09-20-23 03-20-24	\$ \$	6,250.00 31,141.00			\$	5,524.38					\$ 725.62 \$ 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	Ť		\$	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				= 100.0=			\$ 1,195.00
Burleigh Burleigh	American Legion Splash Pad Wilton North Park Pickle Ball Court	09-28-22 09-28-22	\$ \$	30,000.00 2,395.00			\$	22,416.75 958.10	\$	5,496.25			\$ 2,087.00 \$ 1,436.90
Burleigh	Municipal Ballpark Master Plan Improv	03-20-24	\$	50,000.00			Ψ	930.10	\$	50,000.00			\$ 1,430.90
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 03-30-23	\$ \$	16,145.00			\$	E 444.70					\$ 16,145.00 \$ 21.759.30
Cass Cass	Harwood-Splash Pad North Elmwood Park Restoration	03-30-23	\$	27,204.00 24,323.00			Ф	5,444.70					\$ 24,323.00
Cass	Tower City Pickle Courts	03-30-23	\$	4,700.00			\$	4,666.75					\$ 33.25
Cass	Casselton-Governor's Share Use Path	09-20-23	\$	75,000.00			•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					\$ 75,000.00
Cass	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 Cass	Reile's Park Revitalization SW Regional Pond Recreation Area-Fargo	03-25-25 03-25-25			\$	50,000.00 50.000.00							\$ 50,000.00 \$ 50,000.00
Dickey	Ellendale Baseball Grandstand Reno	09-28-22	\$	20,000.00	Ψ	30,000.00							\$ 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					\$	6,177.63			\$ 28,818.37
Dickey	Wilson Dam Picnic Table Fairgrounds Shower House	03-25-25 03-25-25			\$	460.00							\$ 460.00 \$ 25.000.00
Eddy Eddy	Jim Johnson Park Bathroom Renovation	03-25-25			\$	25,000.00 2,473.00							\$ 25,000.00 \$ 2,473.00
Foster	Baseball/Softball Diamond Renovations	03-30-22	\$	75,000.00	Ψ	2,470.00	\$	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					\$	12,699.00			\$ -
Grand Forks	Greenway Project	05-14-24	\$	50,000.00									\$ 50,000.00
	, ,	09-16-24	\$	16,687.00									\$ 16,687.00
	Riverside Park Playground Renovation Elks Park Playground-Grand Forks	09-16-24 03-25-25	\$	37,500.00	\$	39,560.00							\$ 37,500.00 \$ 39,560.00
Griggs	Binford Park Playground Update	03-30-22	\$	2,950.00	φ	39,300.00	\$	1.249.50			\$	(1,700.50)	
Griggs	Binford Rodeo Assoc. Community Center	09-28-22	\$	75,000.00			\$	56,870.02			Ť		\$ 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 \$ 9.071.00
McHenry McKenzie	Park Swings Set Tobacco Garden Shower/Bathroom	03-20-24 03-30-23	\$	9,071.00 40,071.00									\$ 9,071.00 \$ 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	Φ.	40.077.00	\$	30,653.33	\$	9,548.67			\$ (0.00) \$ 43,977.00
Ramsey Ramsey	Merle Baisch Memorial Wheelchair Ramp-DL County Fair Multip-purpose Bldg-NR	03-25-25 03-25-25			\$	43,977.00 50,000.00							\$ 43,977.00 \$ 50,000.00
Ransom	Sheldon Pickle Ball/BB Courts	03-30-22	\$	5,262.00	Ψ	30,000.00							\$ 5,262.00
Ransom	Sandager Park Playground/Shelter/Campgrd	03-25-25	Ť	2,202.00	\$	25,688.00							\$ 25,688.00
Renville	Mohall Adult Recreation Comples	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)	, ,
Richland	Manatador Park Softball Dugouts	03-30-22	\$	2,000.00					\$	2,000.00			\$ -
Richland Richland	Wyndmere Park Blovground Equipment	03-30-22	\$	10,728.00			¢.	6,080.00	¢	1 206 05	¢		\$ 10,728.00
Sargent	Fairmount-Park Playground Equipment Gwinner Aquatic Center	03-30-23 09-28-22	\$ \$	9,750.00 75,000.00			\$	19,962.50	Ф	1,306.25	Ф	(2,363.75)	\$ - \$ 55,037.50
Sargent	Forman-Central Park Community Gardens	09-20-23	\$	1,375.00			\$	857.12					\$ 55,037.30
Sargent	Hero's Park	03-20-24	\$	10,500.00			\$	500.00	\$	6,085.61			\$ 3,914.39
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			¢.	25 006 00	¢	44.042.07			\$ 30,361.00
Steele Stutsman	Hope Clubhouse/Meeting Area Jamestown Reservoir Vault Toilet	09-16-24 09-28-22	\$ \$	50,000.00 6,204.00			\$	35,086.63	ф	14,913.37			\$ 0.00 \$ 6,204.00
Jacoman	James Committee	00-20-22	Ψ	5,204.00									0,204.00

			D R O	IVERSION C ECREATION UTSTANDIN Iy 1, 1990 to	N G	RANT PROPROJECTS	OGF S						
		GRANT		UTSTANDING		PROJECTS		XPENDITURES		EXPENDITURES		AMOUNTS	BALANCE
		APPROVAL		PROJECTS	F	APPROVED		04-23-15 to		1-1-25 to		RETURNED	REMAINING
COUNTY	PROJECT	DATE				2025		12-31-2024		06-30-25	TC	PROGRAM	06-30-25
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 Abilitites Playground	03-20-24	\$	50,000.00									\$ 50,000.00
Stutsman	McElroy Park ADA tee-ball	09-16-24	\$	50,000.00									\$ 50,000.00
Stutsman	Jamestown Reservoir Playground Equip	09-16-24	\$	28,503.00									\$ 28,503.00
Stutsman	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			\$	6,208.84	\$	(0.16)	
Stutsman	Water Hookups at City Park -Medina	03-25-25			\$	4,000.00							\$ 4,000.00
Traill	Galesburg Playground	03-30-22	\$	22,595.00			\$	21,880.00			\$	(715.00)	
Traill	Mayville-Basketball Courts	09-20-23	\$	2,000.00									\$ 2,000.00
Traill	Mayville-Cometville Park Landscape	09-20-23	\$	21,887.00					\$	11,383.00	\$	(10,504.00)	\$ -
Traill	Mayville-Funbrella Shade	09-20-23	\$	6,689.00					\$	5,318.00	\$	(1,371.00)	\$ -
Traill	Park Gazebo	03-20-24	\$	15,923.00					\$	15,923.00			\$ -
Traill	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	\$	362,770.39	\$	(121,866.54)	\$ 1,999,314.80

GARRISON DIVERSION CONSERVANCY DISTRICT 2026 Budget of Revenues and Expenditures Draft V1

	General Fund		perations & aintenance Fund	F	Municipal, Rural, and Industrial Fund	Red River alley Water Supply Project	I	rrigation Fund		Total
REVENUES:										
Irrigation Admin	\$ 1,334								\$	1,334
Project Income									\$	-
Lease Income									\$	-
Miscellaneous Income	\$ -								\$	-
Interest Income	\$ 535,000			\$	-				\$	535,000
Tax Levy/State Aid	\$ 4,420,000								\$	4,420,000
O&M Non-project Income		\$	114,000						\$	114,000
Contract Revenue	\$ 77,000	\$	5,738,307	\$	20,122,000	\$ 181,127,449	\$	355,000	\$	207,419,755
Total Revenues	\$ 5,033,334	\$	5,852,307	\$	20,122,000	\$ 181,127,449	\$	355,000	\$	212,490,089
EXPENDITURES: Directors Expense Employee Expenses Administrative Expenses Public Education Professional Services Irrigation Development	\$ \$316,320 1,877,522 \$336,423 144,000 746,000 \$76,000	\$ \$ \$	2,524,439 126,128 599,011	\$	95,000	\$ 1,800,000			\$ \$ \$ \$ \$	316,320 4,496,961 462,551 144,000 3,145,011 76,000
Recreation Matching	\$1,155,000								\$	1,155,000
Water Assistance Grant	\$ 300,000								\$	300,000
Irrigation Districts Expenses	\$ -								\$	-
Maintenance & Repairs	\$ 115,000	\$	1,045,474				\$	307,000	\$	1,467,474
Capital Purchases	\$ 320,000	\$	421,000			\$ 177,600,000	\$	-	\$	178,341,000
MR&I Project Expenditures				\$	20,000,000				\$	20,000,000
Debt Service Payments						\$ 322,000	\$	15,000	\$	337,000
Interest on Debt Service						\$ 1,405,449	\$	33,000	\$	1,438,449
Total Expenditures	\$ 5,386,264	\$	4,716,052	\$	20,095,000	\$ 181,127,449	\$	355,000	\$	211,679,765
Revenues Over (Under) Expenditures*	\$ (352,930)	\$	1,136,255	\$	27,000	\$ -	\$	-	\$	810,324
Transfers In (Out)	\$ 1,163,255	\$	(1,136,255)	\$	(27,000)	\$ -	\$	-	\$	-
Net Change in Fund Balance	\$ 810,324	\$	_	\$		\$ _	\$	_	\$	810,324

GARRISON DIVERSION CONSERVANCY DISTRICT 2026 Budget V1

Rv3

_		Rv3	
		Budget 2025	Budget 2026
Directors Expense			
Directors Per Diem	\$	151,200	\$ 166,320
Directors Exp	\$	144,530	\$ 150,000
Total Directors Expense	\$	295,730	\$ 316,320
Employee Expense			
Employee Salaries	\$	1,071,500	\$ 1,200,000
General Managers Expense	\$	21,000	\$ 21,000
Travel	\$	72,000	\$ 76,000
Administrative Officer	\$	25,000	\$ 10,000
District Engineer	\$	10,000	\$ 10,000
Engineer		6,000	\$ 10,000
Communications Director	\$	6,000	\$ 6,000
Emp Exp Other	\$	25,000	\$ 40,000
Employee Training & Wellness	\$	17,000	\$ 20,000
Benefits	\$	540,610	\$ 560,521
GDCD FICA	\$	87,535	\$ 91,000
Retirement	\$	157,500	\$ 165,008
Hospital & Life Insurance	\$	242,000	\$ 249,799
Unemployment Comp	\$	5,275	\$ 4,692
Vision / Dental	\$	18,425	\$ 19,190
Workforce Safety Insurance	\$	1,175	\$ 1,200
Long Term Disability Ins	\$	10,700	\$ 10,006
Vacation/Sick Leave Liability	\$	18,000	\$ 19,625
Total Employee Expense	T	1,722,110	 1,877,522
<u>Administration</u>			
Postage	\$	4,400	\$ 6,500
Communications	\$	16,600	\$ 18,260
Utilities	\$	39,200	\$ 43,120
Meetings & Events	\$	29,400	\$ 15,000
Subscriptions	\$	6,500	\$ 12,000
Miscellaneous	\$	3,500	\$ 3,700
Data Processing	\$	61,550	\$ 92,453
Employee Recruiting	\$	5,000	\$ 5,000
Supplies	\$	12,300	\$ 13,225
Small Office Equipment	\$	32,500	\$ 32,500
Dues	\$	14,000	\$ 15,000
Insurance	\$	19,200	\$ 30,000
Annual Independent Audit	\$	45,150	\$ 49,665
Total Administration	\$	289,300	\$ 336,423
Public Education			
GDCD Tours	\$	10,000	\$ 10,000
ND Water Users	\$	20,000	\$ 20,000
ND Water Coalition	\$	14,000	\$ 14,000
ND Water Magazine	\$	20,000	\$ 20,000
Missouri River Joint Board	\$	61,925	\$ 50,000
Upper Sheyenne	\$	50,000	\$ -
Conferences/Sponsorships	\$	20,000	\$ 20,000
Miscellaneous	\$	10,000	\$ 10,000
	\$	205,925	\$ 144,000

GARRISON DIVERSION CONSERVANCY DISTRICT 2026 Budget V1

Rv3

		Budget		Budget
		2025		2026
Professional Services				
Communications	\$	140,000	\$	140,000
Engineering	\$	125,000	\$	50,000
RRVWSP Development	\$	273,000	\$	291,000
Technical Support for LAWA	\$	15,000	\$	15,000
Engineering	\$	50,000	\$	50,000
Legal	\$	132,000	\$	150,000
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	\$	220,000
Total Professional Services	\$	783,000	\$	746,000
		•		•
Irrigation Development				
ND Irrigation Association	\$	50,000	\$	50,000
Irrigation Development	\$	26,000	\$	26,000
Total Irrigation Development	\$	76,000	\$	76,000
Total III gation 20 voio pinone		. 0,000	_	. 0,000
Recreation				
Recreation Matching	\$	1,250,000	\$	1,150,000
DWRA Recreation Program	\$	10,000	\$	5,000
Total Recreation	\$	1,260,000	\$	1,155,000
Total Necreation	Ψ	1,200,000	Ψ	1,133,000
Water Assistance				
Water Assistance Grant	\$	300,000	\$	300,000
Water Assistance Grant	Ą	300,000	Ą	300,000
Invigation District Frances				
Irrigation District Expense	•	0.000	•	
Irrigation District Expenses	\$	2,000	\$	-
Maintenance & Repair				
Equipment Maintenance	\$	27,000	\$	30,000
Small Yard Equipment Purchases	\$	10,000	\$	10,000
Land & Bldg Maintenance	\$	35,000	\$	50,000
Auto Expense	\$	20,000	\$	25,000
Total Maintenance & Repair	\$	92,000	\$	115,000
Capital Purchases				
Office Equip & Furniture	\$	137,000	\$	150,000
Yard Equipment	\$	20,000	\$	20,000
Vehicle	\$	142,000	\$	50,000
Land & Buildings	\$	270,000	\$	100,000
Total Capital Purchases	\$	569,000	\$	320,000
. 5.31 - 4011411 413114000	<u> </u>	220,000		220,000
General Fund Subtotal	\$	5,595,065	\$	5,386,264
General i unu Subtotal	Ψ	3,333,003	Ψ	3,300,204

GARRISON DIVERSION CONSERVANCY DISTRICT 2026 Budget V1

Rv3

		RV3		
		Budget 2025		Budget 2026
Irrigation Fund				
McClusky Canal Irrigation	\$	271,000	\$	307,000
Construction	\$	-		
Operations	\$	271,000	\$	307,000
Debt Payments	\$	215,000	\$	48,000
Principal	\$	192,000	\$	15,000
Interest	\$	23,000	\$	33,000
Total Irrigation Fund	\$	486,000	\$	355,000
GDU O & M				
Salaries & Benefits	\$	2,468,278	\$	2,468,278
Salaries & Berleitts Salaries	\$	1,598,362	\$	1,598,362
Benefits	\$	869,916	\$	869,916
	\$	12,006	\$	12,006
Travel	\$			
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	\$	4.000	\$	4.000
Equipment Rental	\$	4,000	\$	4,000
Equipment Maintenance	\$	453,441	\$	453,441
Safety	\$	43,055	\$	43,055
Miscellaneous	\$	49,828	\$	49,828
Materials Tatal CRU 0.8 M	\$ \$	237,000	\$ \$	237,000
Total GDU O & M	Þ	4,716,052	Þ	4,716,052
MR&I Fund				
Salaries & Benefits	\$	90,000	\$	95,000
State Administration	\$	-	\$	-
MR&I Project Expenditures	\$	30,000,000	\$	20,000,000
Total MR&I Fund	\$	30,090,000	\$	20,095,000
RRV Water Supply Project				
Right of Way	\$	1,250,000	\$	1,600,000
Design/Construction in Progress	\$	117,500,000	\$	176,000,000
Professional Services	\$	1,250,000	\$	1,800,000
Financing/Legal/Administration	\$	1,000,000	\$	662,000
Other Engineering	\$	250,000	\$	1,138,000
Debt Payments	\$	662,983	\$	1,727,449
Principal	\$	315,911	\$	322,000
Interest	\$	347,071	\$	1,405,449
Total RRVWSP	\$	120,662,983	\$	181,127,449
TOTAL ALL FUNDS	\$	161,550,099	\$	211,679,765

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
7 (prii 2023	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)
1	

GARRISON DIVERSION CONSERVANCY DISTRICT – PUBLIC COMMENT POLICY

The 2025 legislature enacted a new section to North Dakota Century Code 44-04 that requires certain public entities to allow public comment at public meetings. While Garrison Diversion Conservancy District ("Garrison Diversion") is not specifically mentioned as a covered entity, Garrison Diversion seeks to comply with the letter and spirit of Chapter 44-04, and hereby adopts the following policy allowing public comment at regular meetings of Garrison Diversion:

- - e.f. Public comments must not interfere with the orderly conduct of the regular meeting;
 - g. Speakers must remain cordial and use normal speaking voices. Comments must not be defamatory, abusive, harassing, or unlawful or the speaker will immediately be asked to take his or her seat.

- f.h. Speakers are not allowed to delegate their time to another commenter unless approved by the Board or Committee Chair.
- 2. Public comment may be prohibited if an alternative procedure exists to bring that particular type of public comment before Garrison Diversion, if the public comment includes confidential or exempt information, or if the public comment is otherwise prohibited by law.

	GARRISON DIVERSION CONSERVANCY DISTRICT MR&I Project Construction Report June 30, 2025														
Current Funding															
Prior 2025 Federal															
Project	Federal MR&I Funding	MR&I Fund Expenditures		MR&I Fund Expenditures		Total Expenditures	MR&I Funding Remaining								
ENDAWS	\$ 6,870,000.00	\$ 1,137,139.07	\$	145,135.86	\$	1,282,274.93	5,587,725.07								
NAWS-Biota Treatment Plant	\$ 66,574,495.85	\$ 57,412,338.49	\$	1,478,053.12	\$	58,890,391.61	7,684,104.24								
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	\$ 61,759,608.03	\$	1,623,188.98	\$	63,382,797.01	\$ 14,721,698.84								

	SARRISON DIVERSI	ON CONSERVAN	CY DISTRICT											
MR&I BIL Agreement Project Construction Report														
June 30, 2025														
Current Funding														
	Prior 2025 Federal													
	Federal	MR&I Fund	MR&I Fund	Total	MR&I Funding									
Project	MR&I Funding	Expenditures	Expenditures	Expenditures	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	\$ 2,624,735.30	\$ 6,634,349.9	1 765,650.09									
Snake Creek Discharge Pipeline (2-1E)	\$ 4,500,000.00	\$ 1,322,343.30	\$ 1,579,439.01	\$ 2,901,782.3										
Totals	\$ 40,545,000.00	\$ 5,331,957.91	\$ 4,204,174.31	\$ 9,536,132.22	2 \$ 31,008,867.78									

		(STAI		NT	PROGRAM							
COUNTY	0	PROJECT	GRANT APPROVAL	OU	TSTANDING PROJECTS		PROJECTS APPROVED	EXPENDITURES	EX	1-1-25 to	R	MOUNTS ETURNED	RI	ALANCE EMAINING
COUNTY Barnes	Sponsor BRWD	Capman, Lance	DATE 05-19-25			\$	2025 5,950.00	12-31-2024		6-30-25	10	PROGRAM	\$	6-30-25 5.950.00
Barnes	BRWD	Lahlum, Steve	05-19-25			\$	6,700.00						\$	6,700.00
Barnes	BRWD	Lindgren, Garth	05-19-25			\$	7,375.00						\$	7,375.00
Barnes	BRWD	Miller, Randy	05-19-25			\$	7,750.00						\$	7,750.00
Barnes	BRWD	Olson, Shawn	05-19-25			\$	6,000.00						\$	6.000.00
Barnes	BRWD	Rodin, Lucas	05-19-25			\$	4,688.00						\$	4,688.00
Barnes	BRWD	Smith, Austin	05-19-25			\$	7,525.00						\$	7,525.00
Benson	ASWUD	Wheeler, Todd	05-19-25			\$	6,407.00						\$	6,407.00
Benson	CPWD	Evje, Brent	05-19-25			\$	3,725.00		\$	2,453.84	\$	1,271.16	\$	0,407.00
Benson	CPWD	Kallenback, Brad	05-19-25			\$	3,550.00		Ψ	2,400.04	Ψ		\$	3.550.00
Bottineau	ASWUD	Hagen, Olen	09-16-24	\$	10,000.00	Ψ	3,330.00						\$	10.000.00
Bottineau	ASWUD	Mullins, James	09-16-24	\$	10,000.00								\$	10,000.00
	ASWUD	Hosna, Steve	05-19-25	Φ	10,000.00	\$	10,000.00						\$	10,000.00
Bottineau	ASWUD	Larson, Todd/Wright, Tessa	05-19-25			\$	10,000.00						\$	10,000.00
	ASWUD					\$								
Bottineau		Lider, Donavon	05-19-25			-	10,000.00						\$	10,000.00
Bottineau	ASWUD	Marsh, Matthew	05-19-25			\$	10,000.00							10,000.00
Burleigh	SCRWD	Clausen, Dave	05-19-25	•	10.000.00	\$	10,000.00				•		\$	10,000.00
Cass	CRWD	Pfeifer, Alex	05-10-23	\$	10,000.00 9.025.00						\$		\$	9.025.00
Cass	CRWD	Claus, Dylan	08-24-23	\$.,								\$	-,
Cass	CRWD	Korthof, Jack	08-24-23	\$	8,413.00	•	0.704.00						\$	8,413.00
Cass	CRWD	Flom, Renee	05-19-25			\$	2,761.00						\$	2,761.00
Cass	CRWD	Luther, Danny	05-19-25			\$	10,000.00						\$	10,000.00
Cass	CRWD	Luther, Devin	05-19-25			\$	10,000.00						\$	10,000.00
Cass	CRWD	Luther, Vicki	05-19-25			\$	10,000.00						\$	10,000.00
Eddy	GRWD	Snyder,Dale	05-10-23	\$	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			\$	-
Eddy	CPWD	Sheyenne Saddle Club	05-19-25			\$	6,413.00						\$	6,413.00
Grand Forks		Sobolik, Ben	08-19-24	\$	9,500.00								\$	9,500.00
Grand Forks	ECRWD	Sletten, James	05-19-25			\$	9,011.00						\$	9,011.00
LaMoure	SWUD	Huber, Bryan	05-19-25			\$	10,000.00						\$	10,000.00
LaMoure	SWUD	Huber, Jim	05-19-25			\$	10,000.00						\$	10,000.00
LaMoure	SWUD	Lindgren, Harvey	05-19-25			\$	10,000.00						\$	10,000.00
LaMoure	SWUD	Knudsen, Brion & Vicki	05-19-25			\$	1,000.00						\$	1,000.00
LaMoure	SWUD	Piehl, Devin	05-19-25			\$	6,250.00						\$	6,250.00
LaMoure	SWUD	Schlenker, Mark	05-19-25			\$	4,500.00						\$	4,500.00
McKenzie	MCWRD	Brotherton, Kris	05-14-24	\$	2,484.00								\$	2,484.00
McKenzie	MCWRD	Dahl, Justin	05-19-25			\$	2,257.00		\$	2,257.00			\$	-
McKenzie	MCWRD	Peters, Jeffrey	05-19-25			\$	1,239.00		\$	1,239.00			\$	-
McKenzie	MCWRD	Roff, Chris	05-19-25			\$	2,200.00		\$	2,200.00			\$	-
McLean	MSRWD	Ross, Jacalyn	05-19-25			\$	1,911.00		\$	1,911.00			\$	-
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	Johnons, 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
Ransom	SWUS	Lyons, Lydia	05-19-25	Ψ	2,012.00	\$	2,225.00		\$	2.225.00			\$	2,012.00
Richland	SWUD	Bladow, Wes	05-19-25			\$	10,000.00		Ψ	2,220.00			\$	10,000.00
Sargent	SWUD	Lyon, Aaron & Abigail	09-16-24	\$	4,700.00	Ψ	10,000.00		\$	4,700.00			\$	10,000.00
Steele	ECRWD	Klabo, Jerod	08-19-24	\$	10,000.00				Ψ	4,700.00			\$	10,000.00
Steele	DRWD	Brendemuhl, Paul - Farm 1	05-19-25	Ψ	10,000.00	\$	2,813.00						\$	2,813.00
Steele	DRWD	Brendemuni, Paul - Farm 1 Brendemuni, Paul - Farm 2	05-19-25			\$	6,745.00						\$	6,745.00
Stutsman	SRWD	Browning, Zac	10-19-23	\$	8,250.00	ψ	0,740.00						\$	8,250.00
Stutsman	SRWD	Busch, Benjamin	05-14-24	\$	10,000.00				\$	10,000.00			\$	0,230.00
	SRWD	Skjeret, Ryan		\$					\$	7,350.00			\$	-
Stutsman		, , ,	08-19-24	Φ	7,350.00	¢	750.00		Ф	7,350.00			\$	750.00
Stutsman	SRWD	Braun, Brad	05-19-25			\$								
Stutsman	SRWD	Denardo, Joe	05-19-25			\$	2,050.00						\$	2,050.00
Stutsman	SRWD	Goter, Kristina	05-19-25			\$	1,350.00						\$	1,350.00
Stutsman	SRWD	Greshik, Mary - Jamestown	05-19-25			\$	600.00		_	F F00 0-			\$	600.00
Stutsman	SRWD	Greshik, Mary - Spiritwood	05-19-25			\$	5,500.00		\$	5,500.00			\$	-
Stutsman	SRWD	Haakenson, Lyndsey &Nicholas	05-19-25			\$	10,000.00		\$	10,000.00			\$	-
Stutsman	SRWD	Hofmann, Adam & Tara	05-19-25			\$	4,000.00						\$	4,000.00
Stutsman	SRWD	Orr, Troy	05-19-25			\$	10,000.00						\$	10,000.00
Stutsman	SRWD	Stutsman County Parks & Rec	05-19-25			\$	10,000.00						\$	10,000.00
Trail	ECRWD	Johnson, Logan	05-19-25			\$	10,000.00						\$	10,000.00
Ward	NPRWD	Hendrickson, Joann & Duwayne	08-15-22	\$	2,197.00				\$	1,500.00	\$		\$	-
Ward	NPRWD	North Prairie Regional Water District	05-19-25			\$	4,750.00						\$	4,750.00
Wells	CPWD	Bierdeman, Mark & Lindsey	05-19-25			\$	3,315.00		\$	3,315.00			\$	-
Wells	CPWD	Brynjulson, Jacob & Nicole	05-19-25			\$	3,750.00						\$	3,750.00
Wells	GRWD	Lura, Treston	05-19-25			\$	7,016.00						\$	7,016.00
		TOTALS		\$	165,366.00	\$	302,076.00	\$ -	\$	64,650.84	\$	39,118.16	\$	363,673.00

						Amount	Ap	oplicant's	50%		
County	Sponsor	Project Place/Name	Pr	oject Cost	R	equested	Cor	ntribution	Guideline	A	proved
Bottineau	All Seasons Water Users District	Hosna, Steve	\$	101,500	\$	10,000	\$	91,500	10,000	\$	10,000
Bottineau	All Seasons Water Users District	Larson, Todd/Wright, Tessa	\$	25,543	\$	10,000	\$	15,543	10,000	\$	10,000
Bottineau	All Seasons Water Users District	Lider, Donavon	\$	48,000	\$	10,000	\$	38,000	10,000	\$	10,000
Bottineau	All Seasons Water Users District	Marsh, Matthew	\$	81,878	\$	10,000	\$	71,878	10,000	\$	10,000
Benson	All Seasons Water Users District	Wheeler, Todd	\$	15,313	\$	6,407	\$	8,906	6,407	\$	6,407
Barnes	Barnes Rural Water District	Capman, Lance	\$	14,400	\$	5,950	\$	8,450	5,950	\$	5,950
Barnes	Barnes Rural Water District	Lahlum, Steve	\$	15,900	\$	6,700	\$	9,200	6,700	\$	6,700
Barnes	Barnes Rural Water District	Lindgren, Garth	\$	17,250	\$	7,375	\$	9,875	7,375	\$	7,375
Barnes	Barnes Rural Water District	Miller, Randy	\$	18,000	\$	7,750	\$	10,250	7,750	\$	7,750
Barnes	Barnes Rural Water District	Olson, Shawn	\$	14,500	\$	6,000	\$	8,500	6,000	\$	6,000
Barnes	Barnes Rural Water District	Rodin, Lucas	\$	11,875	\$	4,688	\$	7,187	4,688	\$	4,688
Barnes	Barnes Rural Water District	Smith, Austin	\$	17,550	\$	7,525	\$	10,025	7,525	\$	7,525
Cass	Cass Rural Water	Flom, Renee	\$	8,022	\$	2,761	\$	5,261	2,761	\$	2,761
Cass	Cass Rural Water	Luther, Danny	\$	29,135	\$	10,000	\$	19,135	10,000	\$	10,000
Cass	Cass Rural Water	Luther, Devin	\$	29,135	\$	10,000	\$	19,135	10,000	\$	10,000
Cass	Cass Rural Water	Luther, Vicki	\$	29,135	\$	10,000	\$	19,135	10,000	\$	10,000
Wells	Central Plains Water District	Bierdeman, Mark & Lindsey	\$	9,130	\$	3,315	\$	5,815	3,315	\$	3,315
Wells	Central Plains Water District	Brynjulson, Jacob & Nicole	\$	10,000	\$	3,750	\$	6,250	3,750	\$	3,750
Benson	Central Plains Water District	Evje, Brent	\$	9,950	\$	3,725	\$	6,225	3,725	\$	3,725
Benson	Central Plains Water District	Kallenback, Brad	\$	9,600	\$	3,550	\$	6,050	3,550	\$	3,550
Eddy	Central Plains Water District	Sheyenne Saddle Club	\$	15,325	\$	6,413	\$	8,912	6,413	\$	6,413
Steele	Dakota Rural Water District	Brendemuhl, Paul - Farm 1	\$	8,125	\$	2,813	\$	5,312	2,813	\$	2,813
Steele	Dakota Rural Water District	Brendemuhl, Paul - Farm 2	\$	15,990	\$	6,745	\$	9,245	6,745	\$	6,745
Traill	East Central Regional Water District	Johnson, Logan	\$	27,473	\$	10,000	\$	17,473	10,000	\$	10,000
Grand Forks	East Central Regional Water District	Sletten, James	\$	20,522	\$	9,011	\$	11,511	9,011	\$	9,011
Wells	Greater Ramsey Water District	Lura, Treston	\$	16,532	\$	7,016	\$	9,516	7,016	\$	7,016
McKenzie	McKenzie County Rural Water	Dahl, Justin	\$	7,014	\$	2,257	\$	4,757	2,257	\$	2,257
McKenzie	McKenzie County Rural Water	Peters, Jeffrey	\$	4,979	\$	1,239	\$	3,740	1,239	\$	1,239
McKenzie	McKenzie County Rural Water	Roff, Chris	\$	6,900	\$	2,200	\$	4,700	2,200	\$	2,200

County	Sponsor	Project Place/Name	P	roject Cost	Amount equested	pplicant's ntribution	50% Guideline	A	pproved
McLean	McLean Sheridan Rural Water District	Ross, Jacalyn	\$	6,321	\$ 1,911	\$ 4,410	1,911	\$	1,911
Ward	North Prairie Regional Water District	Vrem, Bradley	\$	12,000	\$ 4,750	\$ 7,250	4,750	\$	4,750
Burleigh	South Central Regional Water District	Clausen, Dave	\$	34,965	\$ 10,000	\$ 7,250	10,000	\$	10,000
Richland	Southeast Water Users District	Bladow, Wes	\$	45,150	\$ 10,000	\$ 35,150	10,000	\$	10,000
LaMoure	Southeast Water Users District	Huber, Bryan	\$	32,750	\$ 10,000	\$ 22,750	10,000	\$	10,000
LaMoure	Southeast Water Users District	Huber, Jim	\$	61,750	\$ 10,000	\$ 51,750	10,000	\$	10,000
LaMoure	Southeast Water Users District	Lindgren, Harvey	\$	30,440	\$ 10,000	\$ 20,440	10,000	\$	10,000
Ransom	Southeast Water Users District	Lyons, Lydia	\$	6,950	\$ 2,225	\$ 4,725	2,225	\$	2,225
Stutsman	Stutsman Rural Water District	Braun, Brad	\$	4,000	\$ 750	\$ 3,250	750	\$	750
Stutsman	Stutsman Rural Water District	Denardo, Joe	\$	6,600	\$ 2,050	\$ 4,550	2,050	\$	2,050
Stutsman	Stutsman Rural Water District	Goter, Kristina	\$	5,200	\$ 1,350	\$ 3,850	1,350	\$	1,350
Stutsman	Stutsman Rural Water District	Greshik, Mary - Jamestown	\$	3,700	\$ 600	\$ 3,100	600	\$	600
Stutsman	Stutsman Rural Water District	Greshik, Mary - Spiritwood	\$	13,500	\$ 5,500	\$ 8,000	5,500	\$	5,500
Stutsman	Stutsman Rural Water District	Haakenson, Lyndsey & Nichola	\$	30,100	\$ 10,000	\$ 20,100	10,000	\$	10,000
Stutsman	Stutsman Rural Water District	Hofmann, Adam & Tara	\$	10,500	\$ 4,000	\$ 6,500	4,000	\$	4,000
LaMoure	Stutsman Rural Water District	Knudsen, Brion & Vicki	\$	4,500	\$ 1,000	\$ 3,500	1,000	\$	1,000
Stutsman	Stutsman Rural Water District	Orr, Troy	\$	28,400	\$ 10,000	\$ 18,400	10,000	\$	10,000
LaMoure	Stutsman Rural Water District	Piehl, Devin	\$	17,500	\$ 6,250	\$ 11,250	6,250	\$	6,250
LaMoure	Stutsman Rural Water District	Schlenker, Mark	\$	11,500	\$ 4,500	\$ 7,000	4,500	\$	4,500
Stutsman	Stutsman Rural Water District	Stutsman County Parks & Rec	\$	24,500	\$ 10,000	\$ 14,500	10,000	\$	10,000
TOTAL			\$	1,029,002	\$ 302,076	\$ 729,039	302,076	\$	302,076

Bureau of Reclamation Activities

Garrison Diversion Board of Directors Meeting July 17-18, 2025

Municipal, Rural, and Industrial Program

Rural Water Budgets

	T71 1	T3. I
	Final	Fiscal
Rural Water	Fiscal Year	Year
Budgets	2024*	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

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 near substantial completion. 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). The U.S. Army Corps of Engineers' 408/404 Permits have been issued and the project is advertised with bid opening pushed to mid-July.

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.

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

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 was provided by WesTech to the WTP staff on April 29, 2025. With a few minor items left to complete, this contract is expected to be closed out in the next month.

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

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. The Tokio Service Area was advertised with a bid opening of July 10, 2025.

Fort Berthold Rural Water System (FBRWS)

With the FY2025 obligation, Reclamation will consider the Three Affiliated Tribes (Tribe) to have reached their Dakota Water Resources Act (DWRA) authorized construction ceiling. No additional funds will be obligated to their construction contract.

In March 2023, the Tribe was approved for \$54.38 million of Infrastructure Investment and Jobs Act Aging Infrastructure (IIJA-AI) projects for the FBRWS. In May 2025, four more projects were awarded for \$7.285 million. Groundbreaking ceremonies were held by the Tribe for the administration building and the new Mandaree Water Treatment Plant on June 25, 2025, and June 26, 2025, respectively.

Five potable water storage tanks were advertised and awarded in spring 2024, one is funded with FBRWS construction ceiling, one with IIJA-AI funds, and the other three are Tribally funded. After being shut down for the winter, construction has resumed on these projects.

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.

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.

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. 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 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 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 2024.

Approved AI Projects currently in design/construction 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, 2025, 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 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 in 2025.

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 was approved by the Corps of Engineers in late May 2025. Contract bids were due on July 10, 2025, after which it will be decided whether to award the cofferdam alternative. 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.

Irrigation

Jamestown Dam

Jamestown Dam continues to pass flood flows due to spring rains. The Oakes Test Area operating principals were met on May 9, 2025, to utilize surplus James River flows when available.

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 did fill in the Reservation Resources Director that is the Tribe's technical representative for their current agreement.

Recreation Development

Chain of Lakes

Campground hosts will be present throughout recreation season, including major holiday weekends. No known incidents have occurred yet.

Macie Edwards will take Michelle Boehm to review signage replacement needs at Chain of Lakes once weather/time allows to make a site visit.

McLean County Law Enforcement Agreement in place for FY2025 season.

Hoffer Lake

Hoop House construction was projected to be completed before the 4th of July weekend.

New gravel projects have been proposed – two access points to new primitive campsites, pads for dumpsters, and shoreline stabilization. Macie Edwards started a Categorical Exclusion Checklist and Ashley Persinger reached out to the U.S. Army Corps of Engineers for potential permit requirements and are waiting for more details.

North Dakota Natural Resources Trust

Funding modification has been sent to Region for processing. This will be the last funding modification to their agreement unless new legislation is passed.

Wildlife Program

Lonetree

Funding modification has been sent to Region for processing.

Audubon

Funding modification submitted to Reclamation Regional Office for processing.

Arrowwood

The fish barrier was turned on for the season on March 26, 2025.

Scattered Tracts

Sean Lofgren has taken over as the Garrison Diversion Unit contact upon the retirement of Kathy Baers in April of 2025. Funding modification submitted to Reclamation Regional Office for processing.

RRVWSP Work Plan Update June 13, 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.

Currently, the contractor is building out the manholes and filling the pipe getting ready for hydrotesting.

To date, \$39,090,882.28 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



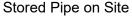
Trench Box w/ Dewatering Pipes

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 32,451 feet with one pipe crew of which 9,300 feet installed this year.

To date, \$38,365,291.29 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.







Placing Dewatering Pipe

Contract 6A

The contract price is \$52,528,500.00 for 7.1 miles of pipe awarded to Carstensen Contracting. To date, the contractor has started stripping topsoil and installing dewatering discharge 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.

	RRVWS	P Awarded Contract	cts	
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	







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

July 10, 2025

No		Feature	Date Task Orders	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$) Total Fed/Sta Local			2023-25 Bi Project Dev		-	2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3} Total State Local			
			Auth		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				
2.	Property, Easements, and Crop Damage Payments ⁴ Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners. 2. Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.		RRVWSP ENDAWS ENDAWS Facilities Crp Dmg	,	\$ 0.37 \$ 1.50	\$ 0.12 \$ 0.50		\$ 1.66 \$ 0.59	\$ 0.55				
3.	Transmission Pipeline East Contract 5C Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Jul-23 Nov-23	Prof Srvs Const, 2026 Fin							\$ 5.64 \$ 76.66	\$ 4.23 \$ 57.50		
4.	Transmission Pipeline East Contract 5D Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.	Jul-23 Oct-23	Prof Srvs Const, 2026 Fin							\$ 5.47 \$ 59.38	\$ 4.10 \$ 44.53		
5.	RRV Transmission Pipeline Contract 6A Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.	Jul-23 Dec-24	Prof Srvs Const, 2027 Fin								\$ 4.10 \$ 39.40		
6.	ENDAWS Transmission Pipeline Contract 3 Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.	Aug-23	ENDAWS	\$ 3.06	\$ 2.29	\$ 0.76							
7.	Transmission Pipeline East Contracts 4A and 4B Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).	27± mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdsfield at HBTs.	Feb-24	Prof Srvs				\$ 7.18	\$ 5.39	\$ 1.80				







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

July 10, 2025

Н		(727	o IIII Total Fullullig. \$4.51011	caciai,	7100111	Julie, 901		,cui 03	C13 ₁					
r	lo.	Scope of Work	Feature	Date Task Orders	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$) Total Fed/Sta Local			elopment (mil \$)	Budget	(mil \$) ^{1,2,3}			
				Auth		Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
	8.	RRV Transmission Pipeline Contract 7 Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).	14± mi of 72" pipeline, including several 96" tunnels. Pipeline extends from the east end of Contract 6B to the outfall on the Sheyenne River southeast of Cooperstown.	Aug-23	Prof Srvs				\$ 2.93	\$ 2.19	\$ 0.73			
	9.	McClusky Canal Intake and Pumping Station Scope: Conceptual and preliminary design of an intake and pumping station at the McClusky Canal. Need: Preliminary designs are necessary so site acquisition can begin and final design can commence when land is secured.	Siting; passive intake screens, pumping station similar to MRI, and utility extension design can begin for new facility to be located near McClusky, ND.	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						
		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						
	12.	PMIS Annual Licenses & Continued Maint/Upgrades Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for voluminous amount of construction related documents.	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of contractors/ subcontractors and workflow/report additions and modifications.	Feb-24	Vend & Prof 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 Diversion. Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Aug-23	Prof Srvs				\$ 0.65	\$ 0.49	\$ 0.16			
	14.	Outreach, PIng, and Design to Secure User Commitments Scope: User briefings and necessary support, including conceptual designs, to secure project commitments. Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Aug-23	Prof Srvs				\$ 1.69	\$ 1.27	\$ 0.42			







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

July 10, 2025

	(524	o IIIII Total Fullullig. \$4.51vi i	caciai,	\$100M	State, 90.	I.SIVI LC	cai 03	CISI					
No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$) Total Fed/Sta Local		Project Dev	Budget	(mil \$) ^{1,2,3}				
			Autii		Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
	Operational Planning and Asset Management Phase 3	Refine details of diversions to/from											
	Scope: System modeling, evaluation, planning, and report	Lake Ashtabula. Finalize stakeholder	Feb-24	Prof Srvs				\$ 0.46	\$ 0.35	\$ 0.12			
15.	development documenting results/findings/outcomes.	roles and responsibilities as it relates						, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	,			
	Need: Finalize Garrison Diversion, State Water Commission, and	to system operation.											
	USACE roles for system operation.	Under Consideration and the address state											
	Financial Planning Support	Update financial models; address state											
16.	Scope: Continue to refine the financial model and provide scenarios as required to support users and the program.	loan and financing program changes; end user funding, financing, and cost-	Aug-23	Prof Srvs				\$ 0.59	\$ 0.44	\$ 0.15			
10.	Need: Accurate water bill estimates and affordability for customers	share analyses; continued funding and											
	are necessary to gain approval from users.	finance outreach.											
	Additional End User Outreach	Conceptual designs and other-											
	Scope: Branch pipeline conceptual designs and other consulting	consulting support to support end user		Duret Course				.	<u>_</u>	ć			
17.	assistance to potential end users.	understanding of core pipeline and		Prof Srvs				>	÷	>			
	Need: Accurate water bill estimates and affordability for customers	applicable branch pipeline CapEx											
	are necessary to gain approval from users.	necessary to secure MOU signatures.											
	McClusky Canal Hydraulic & Water Quality Investigation	Evaluate canal improvements											
	Scope: Study and report on operation of the McClusky Canal to	necessary to deliver flows. Develop	Apr-25	Prof Srvs	\$ 0.44	\$ 0.33	\$ 0.11						
18.	reliably supply flow to irrigators and the ENDAWS project.	operational plan to supply irrigators											
	Need: The McClusky Canal and the Snake Creek Pumping Plant are	and ENDAWS/RRVWPS system while											
	critial components of the ENDAWS/RRVWSP system. ENDAWS Facilities Site Development Contract 1	improving delivered water quality.											
	·	Access roads to proposed site of new Biota WTP, mass grading to prepare											
19.	Scope: Final design and bidding assistance with partial execution of the construction work by GDCD.	for structure construction, and	Apr-25	Prof Srvs	\$ 0.88	\$ 0.66	\$ 0.22						
	Need: Provide site access for construction and ready site for	temporary excavation support system											
	substantial facilities construction beginning in 2028.	for intake pumping station wetwell.											
	ENDAWS BWTP Piloting and Treatability Study	Pilot scale treatment train consisting											
	Scope: water treatment piloting of preliminarily selected treatment	of preliminary treatment, UV	Apr-25	Prof Srvs		Ś -	Ś -	\$ 0.87	\$ 0.65	\$ 0.22			
20.	processes with a 3-month duration.	disinfection, chlorination, and residual	Ap1-23	PIUI SIVS		٠ -	ş -	3 0.87	\$ 0.05	\$ 0.22			
	Need: Process demonstration necessary to make sure water quality	chloramine treatment.											
	treatment objectives can be met with selections.												
	ENDAWS Facilities Supplemental Geotechnical Invest.	Geotechnical borings; soil											
21.	Scope: Additional borings and soil sampling expanding upon the initial program implemented during preliminary design.	charicterization, sampling and testing; and reporting to fully inform design	Apr-25	Prof Srvs	\$ 0.89	\$ 0.66	\$ 0.22						
21.	Need: More data needed to properly design foundations,	team and contractors of on-site insitu											
	structures, pavement, etc. for the new facilities.	soil charactersitics.											
	ENDAWS Facilities Utility Extensions Study	Evaluate substation needs and routing											
	Scope: Study and report of electrical service extension to serve the	of 15 to 25 miles of high voltate power		Prof Srvs	ć	ج ا	ć						
22.	new biota water Treatment plant	lines to serve the new BWTP. Identify		17013173	7	7	7						
	Need: There have been no recent studies of electrical service	permitting and easement requirements.											
	infrastructure necessary at the McClusky facilities site.												







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

July 10, 2025

N	lo.	Scope of Work	Date Task Feature Orders Note		Feature Orders Note (mil \$)			-	2023-25 Bi Project Dev			Proje	Biennium l ct Constr B (mil \$) ^{1,2,3}	_
				Auth		Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
		ENDAWS Transmission Pipeline Contract 2	10± mi of 72" pipeline, including one											
		6 (care access beauty)	96" diameter tunnels. Pipeline extends	Apr-25	Prof Srvs	\$ 1.78	\$ 1.34	\$ 0.45						
2		Need: Have next pipeline section nearly ready so when Federal funding is secured/allocated design can quickly be completed and construction can proceed.	from ND Highway 14 east to the connection point with Contract 3.											
		ENDAWS Transmission Pipeline Contract 1	11± mi of 72" pipeline, including uup											
2			to five 96" diameter tunnels. Pipeline extends from BWTP at McClusky Canal	Apr-25	Prof Srvs	\$ 1.95	\$ 1.46	\$ 0.49						
		Need: Have next pipeline section bid-ready so when Federal funding is secured/allocated construction can proceed.	east to ND Highway 14 connection point with Contract 2.											
		Contingency	Budget flexibility to adapt to work plan											
2		Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.	changes and to pay for construction change orders typically running from 3		RRVWSP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.45	\$ 4.84	\$ 1.61
		Need: Address and pay for changes that are sure to occur.	to 5% of original construction costs at bid time.		MR&I							\$ 0.06	\$ 0.05	\$ 0.02
TC	DTAI	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 highlighted in yellow have changed from the previous version of the Work Plan.







(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)

June 5, 2025

	(\$273.3	i Total Fullullig. 50.00 Fe	aciai, y	203.001						D) (14/CD	2025.27	Biennium	DDV/MCD
No.	Scope of Work	Feature	Date Task Orders	Note		ment Bud mil \$)	lget				Proje	ct Constr B (mil \$) ^{1,2,3}	udget
			Auth		Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
	Garrison Diversion Conservancy District Budget	Garrison Diversion's costs for the											
1.	Scope: Account for all costs for which Garrison Diversion is responsible and not included in other Task Orders listed here.	RRVWSP.		GDCD				\$ 1.00	\$ 0.75	\$ 0.25			
	Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.												
	Property, Easements, and Crop Damage Payments ⁴	Easements for Washburn transmission											
2.	Scope: Crop damage payments to landowners and easement costs. Need: Treat landowners right and live up to commitments.	main. Pay for crop damages program wide.		Crp Dmg				\$ 1.82	\$ 1.37	\$ 0.46			
	Red River Valley Transmission Pipeline Contract 6B	9.2± mi of 72" pl, including one 96"											
3.	Scope: Pipeline installation, including construction phase engineering services by Engineer.	tunnel. Pipeline extends east from Contract 6A northeast of Kensal to a	Jul-25	Prof Srvs							\$ 5.70	\$ 4.28	\$ 1.43
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	termination point southeast of Glenfield.	Oct-25	Const, 2028 Fin							\$ 64.26	\$ 48.20	\$ 16.07
	Red River Valley Transmission Pipeline Contract 6C	8.4± miles of 72" pl, including three											
4.	Scope: Pipeline installation, including construction phase engineering services by Engineer.	96" tunnels. Pipeline section extends east from Ct 6B near Glenfield to a	Jul-25	Prof Srvs							\$ 5.70	\$ 4.28	\$ 1.43
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	termination point south of Sutton.	Oct-25	Const, 2028 Fin							\$ 73.78	\$ 55.34	\$ 18.45
	Red River Valley Transmission Pipeline Contract 7A	6.5± mi of 72" pl, including three 96"											
5.	Scope: Pipeline installation, including construction phase engineering services by Engineer.	tunnels. PI section extends east from Ct 6C near Sutton to a termination	Oct-25	Prof Srvs							\$ 5.70	\$ 4.28	\$ 1.43
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	point south of Cooperstown.	Dec-25	Const, 2028 Fin							\$ 59.82	\$ 44.87	\$ 14.96
	McClusky Facilities Final Design Services & Bidding Assist	165-cfs biota WTP, with chlorine and											
6.	Scope: Final designs for McClusky Intake Pumping Station, Biota WTP, and McClusky Main Pumping Station.	UV disinfection to meet NDPDES permit and FEIS requirements per	Oct-25	Prof Srvs	\$ 15.00	\$ 11.25	\$ 3.75						
	Need: Complete design so bids can be obtained for constructing the facilities.	Reclamation. Chloramines for residual disinfectant in pipeline.											
	MO River Pumping Sta, Trans Main, & Utilities Ext Ct 3	Raw water pumping station and	Jan-26	Prof Srvs				\$ 0.40	\$ 0.30	\$ 0.10			
7.	Scope: Final design, construction, and construction phase services for pumping station and transmission pl for Washburn.	transmission main from Missouri River Pumping Station to the City of	Jan-27	Prof Srvs							\$ 0.40	\$ 0.30	\$ 0.10
	Need: Advance design, obtain bids, and construct new raw water supply for City of Washburn.	Washburn water treatment plant.	Jan-27	Const							\$ 4.00	\$ 3.00	\$ 1.00







(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)

June 5, 2025

	(32/3.3	31VI Total Funding: \$0.00 Fe	uciai, ş	203.001	vi State, ۶۱	00.5510	LUCAI	03613/					
No.	Scope of Work	Feature Control		Note		ment Bud mil \$)	get		elopment (mil \$)	Budget	Proje	Biennium ct Constr B (mil \$) ^{1,2,3}	udget
			Auth		Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
8.	McClusky Facilities Wetwell Excavation & Site Dev Ct 1 Scope: Construction and construction phase services for initial project at greenfield stie. Need: Prepare site and ready it for future construction of the biota	Access road improvements from Highway 200 north to the future biota water treatment plant site. Mass excavation of site and excavation of	Apr-26	Prof Srvs Const							\$ 1.20 \$ 12.00	\$ 0.90	\$ 0.30
9.	water treatment plant. McClusky Facilities Intake, Tunnel, & Shaft Liner Ct 2 Scope: Final design services and bidding assistance for second construction project at the facilities site. Need: Complete specialty work ahead of the main biota water	intake ps shaft. Passive intake screens/structure on the McClusky Canal along with a 72" tunnel to the shaft/pumping station wetwell. Concrete shaft liner inside	Jan-26	Prof Srvs Prof Srvs Const	\$ 2.00	\$ 1.50	\$ 0.50				7 12.00	y 3.00	ŷ 3.00
10.	treatment plant construction. McClusky Facilities Utility Extensions Design Scope: Final design services and bidding assistance for power, natural gas, water utility extensions to the new sites. Need: There is no 3-phase power available at the site so one needs to be developed to supply power needs of new facility.	circular shaft excavated under Ct 1. Electrical system design to support a new power supply to the biota water treatment plant and associated ps along with the new ground storage reservoirs site.	Jan-26	Prof Srvs	\$ 1.50	\$ 1.13	\$ 0.38						
11.	PMIS Annual Licenses & Continued Maint/Upgrades Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for significant amount of construction related documents.	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of GCs/subs and workflow/report additions and mods.	Jul-25	Prof Srvs				\$ 0.50	\$ 0.38	\$ 0.13			
12.	Program Management Support Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion. Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Oct-25	Prof Srvs				\$ 0.75	\$ 0.56	\$ 0.19			
13.	Project Participation Agreement Support Scope: User briefings and necessary support, including conceptual designs, to secure project commitments. Need: Define pipeline extensions to identify for users how and at 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 estimates to reflect market.	Oct-25	Prof Srvs				\$ 2.00	\$ 1.50	\$ 0.50			
14.	Operational Planning Phase 4 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.	Oct-25	Prof Srvs				\$ 1.50	\$ 1.13	\$ 0.38			







(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)

June 5, 2025

No.	Scope of Work	Feature	Date Task Orders	Note	•	n ENDAW: ment Bud mil \$)	•	2025-27 Bid Project Devo			Proje	Biennium ct Constr B (mil \$) ^{1,2,3}	
			Auth		Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
	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.	Oct-25	Prof Srvs		7370	2370	\$ 0.60		\$ 0.15		7570	2570
	Contingency Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs. Need: Address and pay for changes that are sure to occur.	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	N/A	GDCD	\$ 0.93	\$ 0.70	\$ 0.23	\$ 0.43	\$ 0.32	\$ 0.11	\$ 12.34	\$ 9.26	\$ 3.09
TOT	AL PROGRAM BUDGET				\$ 19.43	\$ 14.57	\$ 4.86	\$ 9.00	\$ 6.75	\$ 2.25	\$ 244.90	\$ 183.68	\$ 61.23

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 damages, and field obstructions. Estimates include pipeline easements required for the Washburn transmission main and remaining easements on pipeline Contracts 1 through 4 in Sheridan and Wells Counties.

2023-2032 Schedule

Mon 6/3/24

140 days

Fri 12/13/24

121

Prepare& Deliver 90% Docs

Red River Valley Water Supply Project 25-7 GDCD RRVWSP 2020-32 Schedule Wed 7/9/25 Finish Duration Start Task Name 2026 2027 2028 2029 2030 2031 2032 2033 497 davs Mon 10/19/20 Tue 9/13/22 100% **EARLY-OUT PROJECTS** 7/14 727 davs Thu 10/1/20 Fri 7/14/23 100% MRI, SCREEN STRUCTURE & TUNNEL, CT 2 718 davs Thu 7/1/21 Mon 4/1/24 93% TRANSMISSION PIPELINE EAST, CT 5B 107 days Thu 7/1/21 Fri 11/26/21 100% 49 Final Design Wrap-up 52 **Bidding Assistance & Award** 65 days Mon 11/29/21 Fri 2/25/22 100% 59 Construction 5B - Garney (9 miles) 546 days Mon 2/28/22 Mon 4/1/24 91% 1/30 502 days 99% 60 **Substantial Completion** Mon 2/28/22 Tue 1/30/24 **4/1** 61 **Final Completion** Wed 1/31/24 Mon 4/1/24 44 days 0% 7/31 1261 days Fri 10/1/21 Fri 7/31/26 71% 62 TRANSMISSION PIPELINE EAST, CTS 5C&D 6/30 63 456 days Fri 10/1/21 Fri 6/30/23 100% Final Design Wrap-up 67 7/3 11/30 **Bidding Assistance & Award** 109 davs Mon 7/3/23 Thu 11/30/23 100% 11/8 7/31 74 Construction 5C - Oscar Renda (8 miles) **713 days** Wed 11/8/23 Fri 7/31/26 53% 75 Wed 11/8/23 Fri 5/31/24 Initial Pipe Submittals, Fab, & Delivery 148 days 100% 10/31 76 Pipe Installation 370 days Mon 6/3/24 Fri 10/31/25 47% 77 **Testing and Substantial Completion** 43 days Wed 4/1/26 Fri 5/29/26 0% 7/31 78 Mon 6/1/26 Fri 7/31/26 Final Completion 45 days 0% 7/31 10/20 79 Construction 5D - Carstensen (10 miles) 726 days Fri 10/20/23 Fri 7/31/26 67% 80 Fri 10/20/23 Fri 5/31/24 Initial Pipe Submittals, Fab, & Delivery 161 days 100% 10/31 81 Pipe Installation 370 days Mon 6/3/24 Fri 10/31/25 68% Wed 4/1/26 82 **Testing and Substantial Completion** 43 days Fri 5/29/26 0% 7/31 83 **Restoration and Final Completion** 45 days Mon 6/1/26 Fri 7/31/26 0% 1500 days Mon 11/1/21 Fri 7/30/27 57% **RRV TRANSMISSION PIPELINE. CT 6A** 6/28 Mon 11/1/21 Fri 6/28/24 85 **Final Design** 695 davs 100% 9/23 90 **Bidding Assistance & Award** 86 days Mon 9/23/24 Mon 1/20/25 100% 97 19% 1/6 7/30 Construction 670 days Mon 1/6/25 Fri 7/30/27 98 Submittals; Initial Pipe Fab & Delivery 106 days Mon 1/6/25 Mon 6/2/25 100% 10/30 99 Pipe Installation 369 days Tue 6/3/25 Fri 10/30/26 0% 7/30 100 Testing, Final Restoration, & Cleanup 87 days Thu 4/1/27 Fri 7/30/27 0% 101 1805 days Mon 11/1/21 Fri 9/29/28 41% **RRV TRANSMISSION PIPELINE, CTS 6B&C** 6/30 Mon 6/30/25 102 Final Design 956 davs Mon 11/1/21 100% 12/1 107 **Bidding Assistance & Award** 66 days Mon 9/1/25 Mon 12/1/25 0% 9/29 114 Construction 739 days Tue 12/2/25 Fri 9/29/28 0% 118 1891 days Mon 7/3/23 Mon 9/30/30 25% **RRV TRANSMISSION PIPELINE. CTS 7A&B** 7/3 8/26 119 **Final Design** 562 days Mon 7/3/23 Tue 8/26/25 99% 120 Prepare& Deliver 60% Docs 240 days Mon 7/3/23 Fri 5/31/24 100%

100%

2023-2032 Schedule Red River Valley Water Supply Project

25-7 GDCD RRVWSP 2020-32 Schedule Red River Valley Water Supply Project Wed 7/9/25

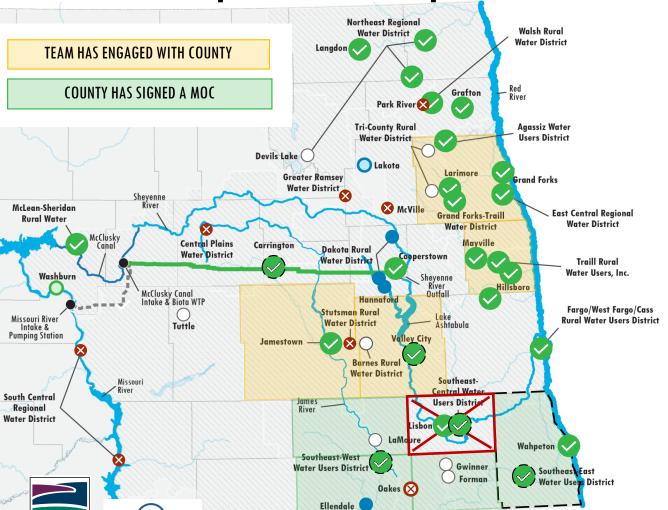
23-7 GL	CD KKV W3r 2020-32 Scriedule																				,	weu //
D	Task Name	Duration	Start	Finish	% Complete	2023	202		202		2026		2027 21 Q2 Q3 Q4	2028	2029		2030	20:		2032		2033
122	Prepare& Deliver 100% Docs	44 days	Mon 1/13/25	Thu 3/13/25	100%	Q1 Q2 Q	25 Q4 Q1	Q2 Q3	04 01	Q2 Q3 .	Q4 Q1 Q2	QJ Q4 C	21 02 03 04	, Q1 Q2 Q3	9 4 4 1	22 Q3 Q4	QT QE Q	3 Q4 Q1	QZ Q3	Q+ Q1 Q	2 Q3 Q4	QT QZ
123	Prepare& Deliver Final Docs	44 days	Thu 6/26/25	Tue 8/26/25	95%	1																
124	Bidding Assistance & Award, Ct 7A	65 days	Mon 10/6/25	Fri 1/2/26	0%					10/6	1/2											
131	Construction, Ct 7A	715 days	Mon 1/5/26	Fri 9/29/28	0%	1				1/	5				9/29					.		
135	Bidding Assistance & Award, Ct 7B	65 days	Tue 6/1/27	Mon 8/30/27	0%							(/1 📥 8/	30								ł
142	Construction, Ct 7B	805 days	Tue 8/31/27	Mon 9/30/30	0%								8/31					9/30)			
146	TRANSMISSION PIPELINE EAST, CT 4	1738 days	Thu 2/1/24	Mon 9/30/30	33%	<u> </u>	-											-				
147	Final Design	845 days	Thu 2/1/24	Wed 4/28/27	77%	<mark>1</mark>	2/1						4/28									1
148	Prepare& Deliver 60% Docs	130 days	Thu 2/1/24	Wed 7/31/24	100%	1	-															
149	Prepare& Deliver 90% Docs	280 days	Mon 7/8/24	Fri 8/1/25	95%	<mark>/</mark>				— h										.		
150	Prepare& Deliver 100% Docs	60 days	Fri 8/29/25	Thu 11/20/25	0%]																.
151	Prepare& Deliver Final Docs	43 days	Mon 3/1/27	Wed 4/28/27	0%	1							*									
152	Bidding Assistance & Award	65 days	Tue 6/1/27	Mon 8/30/27	0%							6	/1 📥 8/	30								
159	Construction	805 days	Tue 8/31/27	Mon 9/30/30	0%	1							8/31					9/30)			
163	ENDAWS TRANSMISSION PIPELINE, CT 3	2152 days	Mon 7/1/24	Tue 9/28/32	24%	<u> </u>															+-	1
164	Final Design	1283 days	Mon 7/1/24	Wed 5/30/29	<mark>69%</mark>	<mark>1</mark>	7/	1								5/30						
165	Prepare& Deliver 60% Docs	130 days	Mon 7/1/24	Fri 12/27/24	100%	1														.		
166	Prepare& Deliver 90% Docs	151 days	Wed 12/4/24	Wed 7/2/25	90%	<mark>/</mark>				-												
167	Prepare& Deliver 100% Docs	60 days	Wed 7/30/25	Tue 10/21/25	0%	1																
168	Prepare& Deliver Final Docs	43 days	Mon 4/2/29	Wed 5/30/29	0%	1									1							
169	Bidding Assistance & Award	65 days	Fri 6/1/29	Thu 8/30/29	0%										6/1	8/3	30					
176	Construction	803 days	Fri 8/31/29	Tue 9/28/32	0%										8/	/31					9/	/28
180	ENDAWS TRANSMISSION PIPELINE, CTS 1&2	1912 days	Mon 6/2/25	Tue 9/28/32	0%																+-	
181	Partial Final Design	283 days	Mon 6/2/25	Wed 7/1/26	1%	<mark>/</mark>			6/2			7/1										
182	Prepare& Deliver 60% Docs	54 days	Mon 6/2/25	Thu 8/14/25	<mark>5%</mark>	<mark>1</mark>																
183	Prepare& Deliver 90% Docs	229 days	Fri 8/15/25	Wed 7/1/26	0%																	
184	Design Wrap Up	103 days	Thu 11/30/28	Mon 4/23/29	0%									11/3	30	4/23						.
187	Bidding Assistance & Award	65 days	Fri 6/1/29	Thu 8/30/29	0%										6/1	8/3	30					
194	Construction	803 days	Fri 8/31/29	Tue 9/28/32	0%										8/	/31					9/	⁄28
198	FACILITY ASSETS	457 days	Thu 2/1/24	Fri 10/31/25	<mark>90%</mark>						1											.
199	McClusky Canal Intake & Pumping Station	457 days	Thu 2/1/24	Fri 10/31/25	<mark>90%</mark>		2/1				10/31											
200	Preliminary Design	457 days	Thu 2/1/24	Fri 10/31/25	90%	4				-												
201	Biota WTP and Main Pumping Station	457 days	Thu 2/1/24	Fri 10/31/25	90%	<u> </u>	2/1				10/31											.
202	·		Th., 2/4/24	Fri 10/31/25	90%	<u> </u>																ı I
202	Preliminary Design	457 days	Thu 2/1/24	FII 10/31/23	3070	1			1 1													١ .
202	Preliminary Design Ground Storage Reservoirs	457 days 457 days	Thu 2/1/24 Thu 2/1/24	Fri 10/31/25	90%		2/1				10/31											

RRVWSP Prospective Users Update

Lake Agassiz

Water Authority

GARRISON





	GENERAL PROJECT RESPONSE	PREVIOUS ASSUMPTION	PROJECTED
\bigcirc	Signed MOCs	149.35 cfs	153.52 cfs*
	Board/Commission Approval	0.00 cfs	0.00 cfs*
\bigcirc	Nomination Change*		
	Positive	0.75 cfs	0.75 cfs
\bigcirc	Unknown/Has Concerns	2.53 cfs	0.00 cfs
×	Declined	6.60 cfs	0.00 cfs
Sub	total: 2016 Development Agreements	159.23 cfs	154.27 cfs
	NEW USE	ER ADDITIONS	
	C A Liber		
	County Additions	8.00 cfs	8.00 cfs
O	County Additions Signed New Municipalities	8.00 cts 0.45 cfs	8.00 cfs 0.45 cfs
00	•		
○ ○ ○ ○	Signed New Municipalities	0.45 cfs	0.45 cfs
○ ⊗	Signed New Municipalities Interested Municipalities	0.45 cfs 0.20 cfs	0.45 cfs 0.20 cfs
000	Signed New Municipalities Interested Municipalities New Municipality Declinations**	0.45 cfs 0.20 cfs (1.60) cfs	0.45 cfs 0.20 cfs (1.60) cfs
○ ○ ○ ○ ○ ○ ○ ○ ○ ○	Signed New Municipalities Interested Municipalities New Municipality Declinations** Engaged Counties	0.45 cfs 0.20 cfs (1.60) cfs 0.00 cfs	0.45 cfs 0.20 cfs (1.60) cfs 1.22 cfs

**Not Included in Total

July 09, 2025

RRVWSP Prospective Users Update

July 09, 2025

	ospotiivo	July 09, 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 MOC
Wahpeton	6.00	Signed MOC
East Central Regional Water District	4.40	
(Grand Forks Traill, Traill Rural, Larimore)	(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	Signed MOC with Nomination Increase
Northeast Regional Water District & Langdon	3.20	Signed MOC
Grafton	2.00	Signed MOC
		Signed Series D2 MOC with Nomination
Valley City	2.00	Increase
Lisbon	1.00	Signed MOC
Walsh Rural Water District	1.00	Signed MOC
Agassiz Water Users District	1.00	Signed MOC
Tri-County Rural Water District	1.00	On the Fence
		On the Fence with Discussion of Branch
Devils Lake	1.00	Pipeline Terminations
Greater Ramsey Rural Water	1.00	Declined
Dakota Rural Water District	0.70	Positive
Central Plains Water District	0.60	Declined
		Previously a Potential Addition, but has Now
Oakes	0.60	Declined
	0.50	Signed Series D2 MOC with Nomination
Carrington	0.50	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
	0.00	Potential Addition with Discussion of Branch
Lakota	0.20	Pipeline Terminations
Cooperstown	0.20	Signed Series D2 MOC
McVille	0.10	Declined
Hamadani	0.05	Will be served by Dakota Rural Water District in
Hannaford	0.05	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
		Previously a Potential Addition, but has Now
Ransom County		Declined
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 COMMITTMENT AND NOMINATION (this "MOC"), dated June 26, 2025 (the "Effective Date"), by and between Northeast Regional Water District, a water district (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 water district. 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 3. 2 cfs. Of this amount, Participant anticipates that its nomination would include _____ annually for domestic needs and ______ annually for industrial needs. Garrison Diversion will prepare the PPA financial obligations using this nomination. The Parties recognize that this nomination may vary somewhat after additional analysis prior to the PPA being signed; however, it is the best estimate and intent of the Participant with information known today.
- 2. If Participant signs this MOC and ultimately chooses not to sign the PPA, the Participant has no property right in the nomination and has no ability to assign its nomination, rights and obligations under this MOC to any other entity.
- 3. There is no financial penalty to Participant if it signs this MOC and does not ultimately sign the PPA. There is no credit to Participant or reimbursement of any prior amounts that Participant may have paid to Garrison Diversion or LAWA for any Project contributions or other Project support if Participant does not sign a PPA. If Participant signs the PPA and thereafter no longer desires to receive water from the Project, Participant may be eligible to have its nomination, and the associated financial commitment therefor, assumed by LAWA or another LAWA member entity. The assumption of Participant's nomination may include the reimbursement to Participant for principal amounts contributed by Participant for capital expenses of the Project to the point of assumption. Further details on the assumption of a nomination will be outlined in the PPA.

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

WITNESS WHEREOF, the Parties hereto have executed this MOC as of the Effective I	WITN	VESS	WHEREOF.	the Parties	hereto have	executed the	his MOC	as of the	Effective Da
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GARRISON DIVERSION CONSERVANCY DISTRICT

By:	
Name:	
Title:	
Date:	

LAKE AGASSIZ WATER AUTHORITY	
By:	
Name	
Name:	
Its:	
Date:	

PARTICIPANT

Northeast Regional Water District

By:

Name:

Title:

Date:

6-26- 202

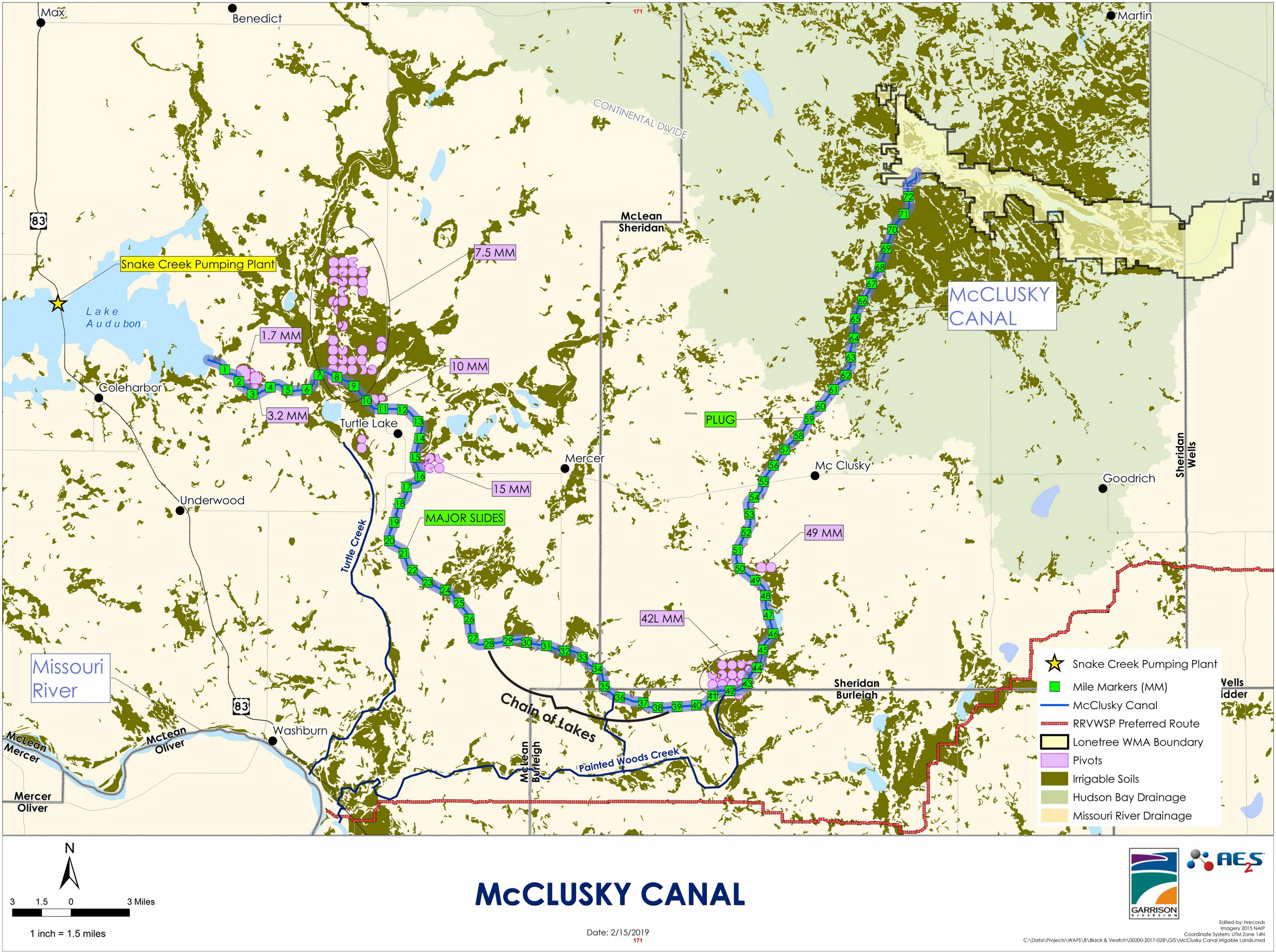


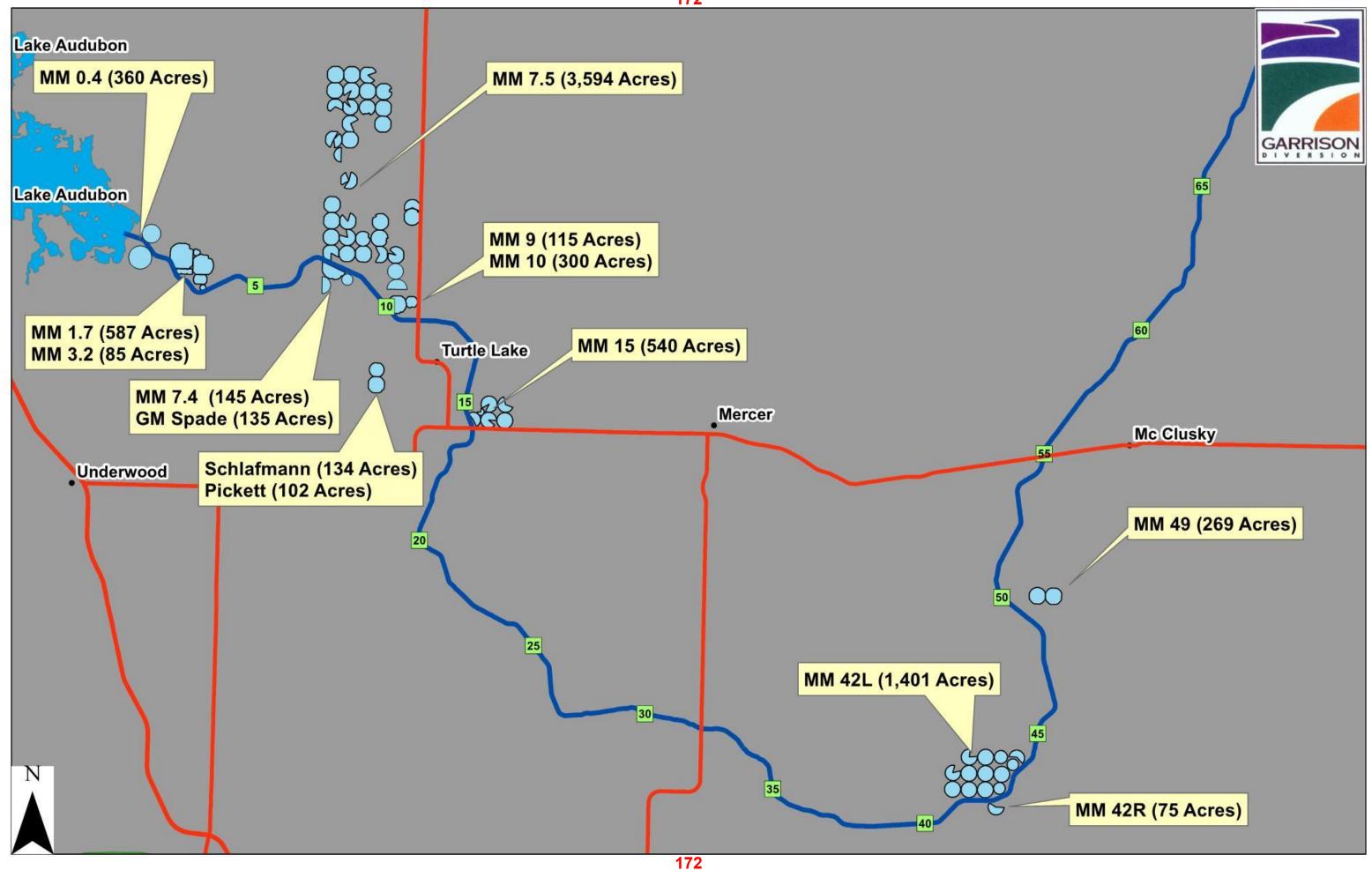
Monthly Report From Dale Esser, Title Transfer Consultant

Date	Hours	Activity
1/9/25	1.5	Met with Kip Kovar and Reclamation staff (Tara Kinsey and Joe Hall), to discuss New Rockford Canal title transfer. Attended a portion of the GDCD Quarterly Board meeting.
4/24/25	2.0	Met with Kip Kovar and Reclamation (a.m.) and attended a portion of the GDCD Quarterly Board meeting (p.m.)
5/6/25	2.5	Wells County Commission meeting, with Kip Kovar.
6/3/25	2.0	Eddy County Commission and Eddy County Water Board meetings, with Kip Kovar, Ryan Anderson and Carter Schmitz.
6/17/25	1.0	A visit with Peter and Dan Lies. I met Peter Lies after an Eddy County Commission meeting and agreed to meet to learn their issues/concerns. The purpose of the meeting was to learn if any of their issues should be addressed during the title transfer process. I concluded none met the "must address" threshold. Their issues include: - A road next to the canal, apparently built by Reclamation to provide land access after the New Rockford Canal split their land. The Lies' claim to be maintaining the road. The Lies' felt ownership of the road is in doubt. Since the road is outside the concrete boundary markers in the canal right-of-way I deem it unlikely Reclamation owns the road. Without documentation showing government ownership, or a commitment to maintain the road, this issue does not need to be addressed in the transfer process. - Hikers traveling the North Country Trail, due to farmstead being in close proximity. The Lies' have complained to the North Country Trial Association in the past. - Hunters driving on the Canal operation and maintenance road A desire to reacquire the land obtained from them via eminent domain. The land is located in T. 149 R. 67 - parts of sections 15, 16 & 17. - That grazing be allowed in canal right-of-way following title transfer.
6/19/25	0.25	Phone conversation with New Rockford Transcript. I answered several questions about the title transfer process. The paper plans to publish a series of articles. A question about why Reclamation wants to transfer the New Rockford Canal was referred to Tara Kinsey, Reclamation.

Dale Esser

6/30/2025





REGIST ATION

Name:
Representing:
Mailing Address:
City:
State/Province:
Zip/Postal Code:
Phone:
E-mail:
Special Needs:
Tour registration fees are non-refundable and must be

received one week prior to the tours.

A confirmation letter outlining the schedule and departure location will be sent to registrants one week prior to each tour.

	Please indicate the number of people attending each tour:
	The Future of Flood Protection: Wednesday, June 18
	The Rising Impacts of Water: Thursday, July 10
	Innovative Irrigation in Oakes: Tuesday, July 15
	Water, Wind and Weather Modification: Wednesday, July 30
	Up for the Challenge: Thursday, August 7 RESCHEDULED
1	

Total people____\$30/person per tour = Total \$ ____

Return this form and payment to: PO Box 2254, Bismarck, ND 58502 Make check payable to NDWEF

For more information contact: North Dakota Water Education Foundation (701) 223-8332 • jellingson@ndwater.net

EVERYONE IS WELCOME!



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2025 North Dakota **Water Education Foundation**

The North Dakota Water Education Foundation offers one-day tours across the state, providing an up-close look at critical water issues and initiatives. Led by a variety of professionals and local leaders representing different viewpoints, the tours cover topics like water supply, conservation, irrigation, and flood protection. Registration is \$30 and includes tour transportation, lunch, materials, and a one-year digital subscription to the North Dakota Water magazine.

To register for a water tour, call the North Dakota Water **Education Foundation** at (701) 223-8332 or jellingson@ndwater.net

2025 North Dakota Water Education Foundation

WATER TOURS

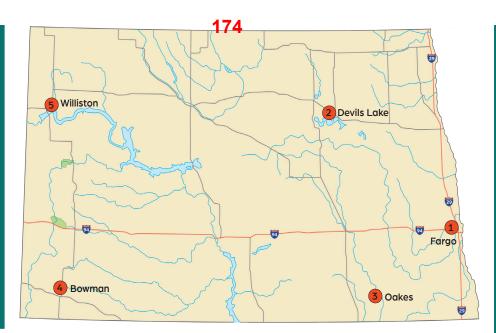
1. The Future of Flood Protection – Wednesday, June 18

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.

2. 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 in Devils Lake.





3. 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.

4. 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.

THANK YOU 2025 Water Tour Sponsors

- AE2S
- Apex Engineering Group
- Bartlett & West
- Cavendish Farms
- Devils Lake Basin Joint Water Resource Board
- Ellingson Companies
- FARMS
- Garrison Diversion Conservancy District
- Hess Corporation
- Houston Engineering, Inc.
- Moore Engineering, Inc.
- N.D. Department of Water Resources
- N.D. Natural Resources
 Trust

- N.D. Water Resource Districts Association
- Southwest Water Authority
- Western Area Water Supply Authority
- N.D. Game & Fish Department
- Ackerman-Estvold
- Basin Electric Power Cooperative
- HDR
- Barr Engineering Co.
- Image Printing, Inc.
- MVI-Bismarck
- N.D. Rural Water Systems Association
- Ohnstad Twichell, P.C.

RESCHEDULED

5. Up for the Challenge – Thursday, August 7

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 tour will



highlight how the Western Area Water Supply Authority (WAWS) is tapped to meet critical municipal, rural, and industrial water needs. Additionally, tour participants will learn how Mountrail-Williams Electric Cooperative seeks to improve the quality of life in its service area. The Links of North Dakota and Little Egypt park are tasked with meeting recreational needs. Tour participants will learn how irrigation impacts agriculture in the region at the Nesson Valley Irrigation Project. The tour begins and ends in Williston.



THE BERNHARDT GROUP

David Bernhardt Launches The Bernhardt Group, a Strategic Advisory and Government Affairs Firm

WASHINGTON, D.C. —Former U.S. Secretary of the Interior David Bernhardt today announced the launch of The Bernhardt Group, a strategic advisory and government affairs firm based in Washington, D.C. Drawing on decades of experience at the highest levels of federal government policymaking, the firm is focused on advising leaders navigating significant challenges and opportunities presented by the dynamic policy changes that are occurring at the federal level — regulatory, legislative and enforcement.

"We are 134 days into President Trump's historic second term. The opportunity to shape lasting policy and regulatory outcomes is unprecedented, but the clock is ticking," **David Bernhardt**, **Founder and Chairman**, **said**. "Our team at The Bernhardt Group includes senior appointees and trusted advisers from President Trump's first term. We know how this administration moves – because we helped move it before. I believe our experience at that level of government gives us unmatched insight into how to maximize opportunities for our clients."

"This is an operation driven by deeply experienced advisors and policy architects who have had their perspective forged by tested leadership and actual tactical execution."

In addition, "given the indelible role Norm Brownstein has played throughout the last three decades of my life, our group will continue to collaborate and be strategic partners with the Brownstein firm on a host of important matters going forward," **Bernhardt said.**

The firm's founding partners are longtime collaborators and trusted conservative strategists who have helped shape national policy across administrations:

- **Jon Hrobsky** Former Deputy Director for Policy and Planning, U.S. Minerals Management Service; former Deputy Director of the Office of Congressional and Legislative Affairs at the U.S. Department of the Interior; senior congressional advisor
- **Cole Rojewski** Former Chief of Staff to the House Appropriations Chair; former Director of Congressional & Legislative Affairs, U.S. Department of the Interior
- **Bill McGrath** Former Staff Director of the House Oversight Subcommittee on Interior, Energy and Environment. Legal and policy strategist with experience in Congress and advocacy organizations
- **Todd Willens** Former Chief of Staff, U.S. Department of the Interior; senior congressional advisor
- Luke Johnson Former Deputy Director of Policy & Programs, Bureau of Land Management; Chief of Congressional and Legislative Affairs for the Bureau of Reclamation; and senior congressional advisor; federal permitting and land-use expert

"We launched this firm because we intimately understand how decisions get made and how to turn that insight into a strategic advantage," **Cole Rojewski, Partner, said.** "We've written the policies, managed the operations, and delivered results. Now, we are bringing our experience to the private sector to help companies better understand Washington."

"Washington is more complex and consequential than ever," **Jon Hrobsky**, **Partner**, **said**. "From regulatory reversals to new agency mandates, this administration has proven to be unapologetically focused on transformation. Clients need partners who are already fluent in the Trump administration and Congress' language. That's exactly what we offer."

In addition to the founding partners, The Bernhardt Group includes a broader leadership team of senior advisors, communicators, and strategists:

• Kate Gonzales – Vice President

- Faith Vander Voort Vice President of Public Affairs
- **Phoebe Miner** Director of Operations and Administration
- Samantha Hebert Senior Advisor

The Bernhardt Group provides high-level advisory services, counsel, and execution across several key areas. This includes strategic guidance and experienced policy advocacy within both executive branch agencies and Congress. The team also offers deep expertise in navigating federal regulations and managing risk, ensuring clients stay ahead of bureaucratic and legal challenges.

The firm works across a range of sectors including energy, infrastructure, technology, appropriations, supply chains and natural resources, offering clients strategic solutions at the nexus of policy, regulation and politics. The firm also provides specialized guidance on congressional oversight, federal permitting and executive branch engagement.

2025 GARRISON DIVERSION MEETING DATES

Board	Executive Committee
January 9 & 10	March 13
April 24 and 25	June 19
July 17 and 18	September 25
October 16 & 17	December 18

SUMMER CONFERENCE

JULY 2025 GMDA CONFERENCE AGENDA

TUESDAY, JULY 22

8:00 a.m.	MANAGING IDAHO'S GROUND WATER PART 1 - A CONNECTED RESOURCE • Hydrology of the ESPA, its connection with the Snake River and tributary basins • History of conjunctive management
9:30 a.m.	MANAGING IDAHO'S GROUND WATER PART 2 - FINDING AGREEMENT 2024 mitigation plan, including on-the-ground implementation
10:15 a.m.	BREAK
10:45 a.m.	MANAGING IDAHO'S GROUND WATER PART 3 - LOOKING FORWARD • Aquifer recharge and injection wells • Cloud Seeding
12:00 p.m.	LUNCH ON THE SNAKE RIVER RIVER VIEW TERRACE
1:00 p.m.	GMDA MEMBER STATES GROUND WATER ISSUES
4:00 p.m.	NATIONAL UPDATE LEGAL / REGULATORY UPDATE
4:30 p.m.	RECEPTION RIVER VIEW TERRACE GMDA BOARD MEETING PALLISADES BALLROOM - BAY A

SUMMER CONFERENCE

JULY 2025 GMDA TOUR AGENDA

WEDNESDAY, JULY 23	
8:00 a.m.	DEPART FOR TOUR LOAD BUSSES AT 7:30 A.M.
9:30 a.m.	AQUIFER RECHARGE PIT • Discussion of recharge program • Map of recharge pits along ESPA
10:30 a.m.	POTATO PROCESSING PLANT OR ANHEUSER BUSCH FACILITY • Discussion about facilities are engaging with their growers to address water challenges
12:30 p.m.	RETURN TO HOTEL / BOX LUNCH / OPTIONAL AFTERNOON TOUR BEGINS
1:15 p.m.	IDAHO NATIONAL LABORATORY TOUR
3:00 p.m.	RETURN TO HOTEL / ADJOURN



Park City, Utah

Westgate Park City Resort and Spa 3000 Canyons Resort Drive, Park City, UT 84098

Tuesday, July 29, 2025		
8:00 – Noon	Park City Drinking Water Treatment Plant Tour 7:30 am Depart Hotel 11:30 am Return to Hotel – Lunch on Your Own (Close-toed shoes are required, head-ware and light clothing are recommended.)	
1:00 – 4:30 pm Bison 4 & 5	NWRA Board of Directors Meeting	
5:30 – 7:00 pm Bear Ballroom	NWRA Welcome Reception – Park City Mayor, Nann Worel	
Wednesday, July 30, 2025		
7:30 – 9:00 am Bison Boardroom	Breakfast Continental breakfast with assorted pastries, fruit, yogurt, coffee, and assorted juices.	
7:30 – 4:30 pm Landing	Registration	
8:00 – Noon	Morning Hike Take the Gondola behind the hotel to the top of the mountain for self-guided hiking.	
7:30 – 8:30 am Bison 4 & 5	Irrigation Caucus Meeting	
8:30 – 9:30 am Executive Boardroom	NWRA Awards and Recognition Committee Meeting	



Park City, Utah

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8:30 – 9:30 am Bison Boardroom	Municipal Caucus Meeting
9:30 – 10:30 am Bison 4 & 5	Groundwater Caucus Meeting
10:30 – 11:00 am Executive Boardroom	Budget and Finance Committee Meeting
11:00 – 1:00 pm Bison Boardroom	State Executives Meeting
Noon – 1:00 pm Bear Ballroom	Grab-n-Go Lunch
1:00 – 1:15 pm Ballrooms 1, 2, & 3	Welcome NWRA President, Craig Simpson to introduce – Mike Kennedy, R-Utah Congressman 3 rd District
1:15 – 1:45 pm Ballrooms 1, 2, & 3	Columbia River Treaty Update & Perspective TBD – Northwest River Partners (invited)
1:45 – 2:30 pm Ballrooms 1, 2, & 3	Panel Discussion #1 – Terminal Lakes in the West: Challenges & Opportunities Brian Steed, Executive Director – Great Salt Lake Authority Patrick O'Dowd, Executive Director – Salton Sea Authority Carly Burton – Moderator



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2:30 – 3:30 pm Ballrooms 1, 2, & 3	Plenary Session: Western Water at a Crossroads – Policy, Planning, and Partnership Tony Willardson and Michelle Bushman – Western States Water Council
3:30 – 4:00 pm	Break
4:00 – 4:30 pm Ballrooms 1, 2, & 3	Securing Park City's Water Future: Resilience, Reliability, and Sustainability Clint McAffee – Director of Public Utilities
4:30 – 5:00 pm Ballrooms 1, 2, & 3	Congresswoman Celeste Maloy R-Utah, 2 nd Congressional District
5:00 – 6:30 pm Westgate Resort Observation Deck	Women In Water Fundraiser & Reception Christine Arbogast, Founder
Thursday, July 31, 2025	
7:30 – 4:30 pm Landing	Registration
7:30 – 9:00 am Bison 1-3	Breakfast Continental breakfast with assorted pastries, fruit, yogurt, coffee, and assorted juices.



Park City, Utah

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	Agenda (As of July 0, 2023)
9:00 am – 10:00 pm Ballrooms 1, 2, & 3	Panel Discussion #2 – Western Water Under Pressure: The Role of Real-Time Science Claire Stellick— Natural Resources Conservation Service Glen Merrill – National Oceanic & Atmospheric Administration Kat Bormann – Lead Scientist, Airborne Snow Observatories, Inc.
10:00 – 11:00 am Ballrooms 1, 2, & 3	Plenary Session – Forest to Faucet: Western Water and the Role of Federal Forest Management TBD – Water and Forest Sustainability Senior Manager, SRP Sasha Stortz – SW Reg. Program Director, National Forest Foundation Thomas Torres – Arizona Department of Forestry & Fire Management Jamie Barnes – Director/ State Forester, Utah Forestry, Fire & State Lands
11:00 – 11:45 am Ballrooms 1, 2, & 3	The Water-Energy Nexus in the West: A Critical Interdependency Joel Ferry – Executive Director, Utah Department of Natural Resources
Noon – 1:30 pm Bear Ballroom	Lunch
1:30 – 2:45 pm Ballrooms 1, 2, & 3	Panel Discussion #4 – Shared Resource, Shared Responsibility: Colorado River Perspectives Gene Shawcroft – Colorado River Authority Commissioner Dan Denham – General Manager, San Diego County Water Authority Wayne Pullan – Bureau of Reclamation Regional Director Bill Hasencamp – Colorado River Resources, Metropolitan Water District of Southern California Tom Buschatzke – Arizona Department of Water Resources
	Moderator – Michael Connor, Former USACE Assistant Secretary of the Army (Civil Works) & Bureau of Reclamation Commissioner (Invited)



2025 NWRA Western Water Seminar Park City, Utah

Westgate Park City Resort and Spa 3000 Canyons Resort Drive, Park City, UT 84098

2:45 – 3:15 pm Ballrooms 1, 2, & 3	Dustin Sherer, Senior Advisor – Department of Interior, Office of Assistant Secretary for Water & Science Interior's Water & Science Priorities: A Federal Perspective on Western Water Challenges and Opportunities
3:15 – 3:30 pm	Break
3:30 – 4:15 pm Ballrooms 1, 2, & 3	Craig Miller – General Manager, Western Municipal Water District California must address the perpetual water supply threat that grows worse every year – California Water For All is the solution
4:15 – 5:00 pm Ballrooms 1, 2, & 3	Olivia Miller – Research Hydrologist, U.S. Geological Survey Quantifying seasonal snow and groundwater contributions to streamflow across the Upper Colorado River Basin, 1986-2020
5:00 – 9:30 pm Westgate Resort Bear Ballroom	NWRA Closing Reception and Dinner

Dushinske & Jamison Water Resources Scholarship

GOLF SCRAMBLE



CrossRoads Golf Course
Carrington

Registration, Sack Lunch 11 a.m.
Shotgun Start Noon
Dinner and Awards 5 p.m.

\$100/Person Entry Fee

18-hole four person scramble
Groups may be formed prior to
registration or by tournament officials.

TO REGISTER

Contact Stacey at Garrison Diversion Conservancy District at 701-652-3194 or staceyg@gdcd.org

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