

LAKE AGASSIZ WATER AUTHORITY
Board of Directors Meeting

Fargo City Commission Chambers
Fargo, North Dakota

September 25, 2024

DRAFT AGENDA

- 9:30 a.m. I. Call to Order & Roll Call – Chair Mahoney
- 9:31 a.m. II. Introductions – Chair Mahoney
- 9:32 a.m. III. **>Approval of Agenda** – Chair Mahoney
- 9:33 a.m. IV. Reading and Consideration of the Minutes – Chair Mahoney
 - A. **>July 31, 2024 (Tab M)**
- 9:35 a.m. V. Committee Reports
 - A. LAWA FAC Committee – Maureen Storstad
 - 1. **>Agreed Upon Procedures (AUP) Budget Increase (Tab N)**
 - B. LAWA TAC Committee – Al Grasser
- 9:50 a.m. VI. Red River Valley Water Supply Project Update
 - A. Construction Update – Kip Kovar
 - B. **>Work Plan Update** – Kip Kovar/Kurt Ronnekamp **(Tab O)**
 - 1. Contract 5B – Transmission Pipeline East
 - a. **>*Change Order No. 5 – Spring & Summer 2024**
Change Order Requests of Garney (Tab P)
 - b. ***Liquidated Damages**
 - 2. Contract 6A – RRV Transmission Pipeline
 - a. **>Invitation to Bid (Tab Q)**
 - b. **>Bidding Schedule (Tab R)**
 - c. ***Contingency Funds**
 - 3. Foster County Roads
 - C. Facilities & Pipeline Design Update -- Paul Boersma
 - D. **>2023-2025 Biennium Work/Plan Budget** – Kip Kovar/Kurt Ronnekamp **(Tab S)**
 - E. **>Program Schedule** – Merri Mooridian **(Tab T)**
 - F. **>User Engagement Update** – Shawn Gaddie **(Tab U)**
 - G. Financial Update – Merri Mooridian & Shawn Gaddie
 - 1. Federal Funding Update
 - a. **>Proposed ENDAWS Funding Overview (Tab V)**
 - b. Review of Eligible Project Components
 - c. Benefits to State and Local Users

- 2. MR&I Project Funding
 - a. Potential Near Term Funding Amounts
 - b. ***Local Match Requirements and Alternatives**
- 3. Series D2 Financing Agreement
 - a. >Approval of Loan Extension (**Tab W**)
 - b. Loan Closing
- 4. Federal Cost of Water Review
 - a. Current Status of Negotiations with Bureau of Reclamation
 - b. ***Project Cost Impacts Under Alternative Cost of Water Proposals**
- H. Legislative Update – Brent Bogar
- 11:20 a.m. VII. LAWA Financial Report – Merri Mooridian
 - A. **>*Budget Analysis Statement (Tab X)**
 - 1. >Bills Paid (**Tab Y**)
 - B. >Summary of Dues and Cost Share Paid (**Tab Z**)
- 11:25 a.m. VIII. Unfinished Business – Chair Mahoney
 - A. City of Washburn/Rainbow Energy Update
 - B. LAWA Bylaws Revision Update – John Shockley
- 11:30 a.m. IX. Adjourn

Bold = Action Item

*** = Roll Call Vote**

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

24-71

LAKE AGASSIZ WATER AUTHORITY

BOARD OF DIRECTORS

**City Commission Chambers
Fargo, North Dakota
July 31, 2024**

A meeting of the Lake Agassiz Water Authority (LAWA) board of directors was held at the City Commission Chambers, Fargo, ND, on July 31, 2024. The meeting was called to order by Chair Mahoney at 1:00 p.m.

MEMBERS PARTICIPATING

Chair Timothy Mahoney
Vice Chair Brandon Bochenski
Director Rick Bigwood (by video conference)
Director Bill Bohnsack
Director Ann Broussard
Director Dave Carlsrud
Director Tom Erdmann (by video conference)
Director Mark Johnson
Director Keith Nilson
Director Jim Schmaltz
Director Travis Schmidt
Alternate Steven Hansen for Director LaVonne Althoff
Associate Member Bernie Dardis
Secretary Duane DeKrey

MEMBERS ABSENT

Associate Member Jim Moe
Associate Member Brett Lambrecht
Associate Member Carol Siegert

Garrison Diversion staff and others attended. 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.

APPROVAL OF AGENDA

Motion by Director Schmaltz to approve the board meeting agenda. Second by Director Bohnsack. Upon voice vote, motion carried.

CONSIDERATION OF MINUTES

Motion by Director Schmidt to approve the June 27, 2024, LAWA Board minutes as distributed. Second by Director Johnson. Upon voice vote, motion carried.

COMMITTEE REPORTS

Technical Advisory Committee (TAC) Operational Subcommittee - - Dan Portlock, Chair, LAWA TAC Operational Subcommittee referred to his written report from the June 4, 2024, meeting and reviewed the items covered including the Red River Valley Water Supply Project (RRVWSP) Phase 3 Operational Plan, Lake Ashtabula Water Control Manual Update and bathometric surveys, as well as future plans for the biota water treatment plant and pump stations.

RED RIVER VALLEY WATER SUPPLY PROJECT UPDATE

Construction Update - - Kip Kovar, Deputy Program Manager RRVWSP Engineering, Garrison Diversion, reported there are currently three active RRVWSP construction contracts.

Contract 5B

Garney Construction is the contractor on Contract 5B. They have two pipeline crews at the site with approximately two miles of remaining pipe installation before fall.

Contract 5C

Oscar Renda Contracting is the contractor on Contract 5C. They have two crews at the construction site and have installed roughly .7 miles of pipeline.

Contract 5D

Carstensen Contracting is the contractor on Contract 5D. They have .35 miles of pipe installed with one pipeline crew working.

Design

Preliminary design reports on the pump stations and biota water treatment plant and a hydraulic and process technical memorandum are ready for review by the TAC. The bathometric survey on the McClusky Canal has been completed, and a water quality sampling program will begin on the canal in the next couple of weeks.

Mr. Kovar suggested the LAWA board members come to Carrington and tour the pipeline and tunneling sites. Perhaps it could be coordinated with an upcoming board meeting.

Work Plan Update - - Mr. Kovar stated the RRVWSP Work Plan Update dated July 23, 2024, is included in the meeting packet. This is a summary of the RRVWSP construction contracts, consisting of completed and ongoing projects. A copy of the update is attached to these minutes as Annex II.

Contract 6A – Bidding Strategy

Mr. Kovar said Contract 6A is the last contract to bid. We have been waiting to find out which small system users would sign up for the RRVWSP. He is asking LAWA whether a bidding strategy should be developed.

Chair Mahoney said Series D has covered the contracts up to this point. Will the next contract require another methodology to pay for Contract 6A?

Bruce Grubb, City of Fargo, said that would require more cost share.

Chair Mahoney asked if it would be best to bid Contract 6A now or after we know who will be putting up the money.

Mr. Grubb suggested the contract be bid. There is a construction schedule and a biennium funding plan in place. Hopefully, it could help get more Memorandum of Commitments (MOC) signed.

Secretary DeKrey agreed. The state appropriated \$180 million last session, and if we go into the next legislative session without this funding obligated, it will not look good when asking for additional funding for the RRVWSP.

Vice Chair Bochenski asked if there is a bunch of small user groups expected to sign the MOC in the near future.

Mr. Kovar said Steve Burian may be able to better answer that question in his presentation later today.

Vice Chair Bochenski said unless there is something surprising, he thinks we need to keep moving forward and try to time it in order to get the best price.

Contract 6 Technical Memorandum

Mr. Kovar stated the last time the board met, a change order was approved to remove a tunnel underneath a jurisdictional wetland on Contract 5D. By removing this single tunnel and instead going with an open cut pipe installation, it saved approximately \$2.3 million.

Mr. Kovar referred to the technical memorandum included with the meeting materials, which looks at Contract 6 as a whole. If the same non-notify strategy is used in Contract 6, it could potentially save another \$25 million. There are currently 16 tunnels in Contract 6 which could be reduced to three.

Mr. Kovar said the original permitting strategy for Waters of the United States (WOTUS) was an avoidance strategy where we either piped around or tunneled underneath a jurisdictional wetland. In Contract 5C, the non-notify strategy was used, following the proper non-notify construction methods that are required. He added, unless there is an objection, the non-notify strategy will be carried out in future contracts.

Biennium Draft Work Plan 2023-2025 - - Mr. Kovar referred to the updated 2023-2025 Biennium Work Plan totaling \$244 million dated May 31, 2024. The only item that has not been acted on is Contract 6A. The budget has roughly \$40-\$45 million allotted for that contract,

which is about six miles of pipe. A copy of the 2023-2025 Draft Work Plan is attached to these minutes as Annex III.

Program Schedule - - Merri Mooridian, Deputy Program Manager RRVWSP Administration, Garrison Diversion, referred to the RRVWSP Program Schedule dated July 22, 2024, and reviewed the percentage of projection completion on each of the pipeline contracts. She also gave an update on the items under preliminary and final design.

Financial Update

Series D2 Interim Finance Agreement

Ms. Mooridian said \$180 million was received from the state for the local cost share on the RRVWSP which required a \$60 million, 25 percent local match from the Bank of North Dakota (BND) which is the Series D Interim Finance Agreement. Fargo and Grand Forks (Series D1) have signed for their share at \$48.7 million. The remaining \$11.3 million (Series D2) is the local users' share.

Ms. Mooridian added the BND approved the entire \$60 million loan in August 2023 with one year to draw down the funds. Since meetings with the small users are still ongoing and none of them have yet signed a MOC for their portion of the cost share, Garrison Diversion has requested a six-month extension from the BND to draw on the remaining \$11.3 million. This request will be considered at the State Water Commission's (SWC) August meeting. A copy of the letter is attached to these minutes as Annex IV.

Ms. Mooridian commented the BND also submitted a letter to the SWC regarding a six-month extension on the Series D2 loan allocation since Garrison Diversion is currently engaging with the local users to secure commitments. A copy of the memo is attached to these minutes as Annex V.

The SWC held its Pre-Commission meeting on July 11 and moved the request to the SWC's consent agenda for their next meeting on August 8. Garrison Diversion will be available at that time to answer any questions from the commissioners.

USER ENGAGEMENT AND SIGN-UP

User Engagement Status - - Steve Burian, Burian & Associates, reported a series of regional meetings have been held, with more recent follow up meetings being scheduled as requested by various users. He added the most recent users to sign the MOC are Hillsboro and Mayville.

Mr. Burian shared a PowerPoint presentation explaining the user engagement process, including:

- Explanation of RRVWSP direct pipeline, direct river and branch pipeline usage
- Updated map with prospective project users, along with nominations received and project declinations, and potential regional industrial capacity locations
- Report on strong interest in the RRVWSP, along with the active leadership and engagement within five counties of southeast North Dakota

- Branch pipeline financial modeling information and goals
- General observations regarding the loss of nominated capacity along the core pipeline and the need for a more robust strategy for meeting with users in northeast corner of the state
- Current anticipated nomination total:

Original nominated capacity	159.23 CFS
Current declinations	<u>7.20 CFS</u>
Net	152.03 CFS
Potential new users	<u>2.75 CFS</u>
Current net	154.78 CFS* **

*Some additional declinations are anticipated

**Some existing user increases are anticipated

Non-allocated capacity will be distributed to remaining users and will not be available for future nominations

Mr. Grubb asked if the 7.2 cfs in declinations would be considered industrial water.

Mr. Burain answered, yes. There is about 60% of the 159.23 cfs that was nominated as part of the the devleopment agreement. Approximately 60% is domestic, and about 40% is industrial. A big chunk of the 40% does reside in Grand Forks and Fargo. It would still be for drought purposes but, industrially, you would sell Red River, Sheyenne River and Thompson-Acker water first.

Mr. Burian added Valley City has received a positive response from its city commission regarding signing the MOC subject to a few remaining items to work through. Carrington has agreed to sign on; however, their nomination has gone down to .5 cfs compared to the 2.5 cfs which was originally anticipated. Carrington's reduction is a little alarming, along with the declination of Central Plains Water District and South Central Regional Water District when these are the simplest places to serve water to at the highest quality, but they cannot figure out a cost effective way to participate aggressively.

Memorandum of Commitment/Series D Small System User Amendment

Hillsboro MOC Positivve Response

Tami Norgard, Vogel Law Firm, referred to the copy of the RRVWSP MOC included in the meeting materials, which has been signed by the City of Hillsboro. She added the City of Mayville has also recently signed a MOC. She suggested both of these agreements be approved by the LAWA Board of Directors.

Motion by Director Carlsrud to approve the Red River Valley Water Supply Project Memorandum of Commitments between the Cities of Hillsboro and Mayville, Lake Agassiz Water Authority and the Garrison Diversion Conservancy District. Second by Director Johnson. Upon roll call vote, the following directors voted aye: Bigwood, Bochenski, Bohnsack, Broussard, Carlsrud, Erdmann, Johnson, Mahoney, Nilson,

Schmaltz and Schmidt. Alternates voting aye: Hansen. Those voting nay: none. Motion carried.

Cooperative Nomination Agreement

Ms. Norgard said a draft cooperative nomination agreement has been developed that will help take the financial risk off of the smaller systems and cities. If there is a group of rural water districts wanting to work together cooperatively, they could each nominate themselves but may want to identify an area of service territory to essentially share. Then if a user comes in and locates there, they can share portions of their nominations and identify how much they are each going to pay toward any construction of infrastructure, identify incoming revenue and how it will be split, as well as how the rates will be set, etc.

Ms. Norgard said the draft agreement is an outline of the framework for the systems to consider if they might want to work with people around them. This is something the Southeast Water Users and area counties are considering. Maybe there are more users who are interested in cooperating as a way to get larger nominations and more people to sign up and to reduce individual risk.

FINANCIAL REPORT

2023 Budget Analysis Statement - - Ms. Mooridian reviewed the Budget Analysis Statement for the period of January 1, 2024, to June 30, 2024, a copy which is attached to these minutes as Annex VI.

Ms. Mooridian stated total income through June is \$33,300. Expenses are \$28,408.

The total bank balance at the end of June was \$385,743.

Ms. Mooridian also reviewed the bills paid since the last board meeting.

Motion by Director Schmaltz to approve the Budget Analysis Statement for the period of January 1, 2024, through June 30, 2024. Second by Director Broussard. Upon roll call vote, the following directors voted aye: Bigwood, Bochenski, Bohnsack, Broussard, Carlsrud, Erdmann, Johnson, Mahoney, Schmaltz and Schmidt. Alternates voting aye: Hansen. Those voting nay: none. Motion carried.

Summary of Dues Paid - - Ms. Mooridian stated the table listing membership dues received for 2024 can be found in the meeting packet.

UNFINISHED BUSINESS

City of Washburn/Rainbow Energy Update - - Brent Bogar, AE2S, reported Mayor Mahoney met with the City of Washburn a couple of weeks ago, and a follow-up meeting is being planned with Washburn, Department of Water Resources, governor's office and Rainbow Energy to determine Rainbow Energy's interest in the RRVWSP in cooperation with McLean-Sherdian Rural Water and Washburn.

Mr. Grubb said Washburn had some questions on their MOC. A call was held to discuss these questions. LAWA representatives were able to answer some of the questions, but Garrison

Diversion will need to address the other questions at the follow-up meeting to be held in August.

Mr. Grubb also reported Washburn's application has made the first round of cuts through the Building Resilient Infrastructure and Communities (BRIC) grant. Over the next few months, it should be determined whether Washburn will receive grant funding.

Mr. Bogar said if Rainbow Energy hooks into the RRVWSP, the cost is around \$120 million, and a cost share agreement would need to be figured out. If it ends up being only a pipeline to serve the City of Washburn, the cost is roughly \$9 million. Washburn has already been given an award for its intake from the SWC's municipal funding, which would be used rather than using RRVWSP funding should Rainbow Energy decline project participation.

DC Lobbyist Cost Share - - Secretary DeKrey reported Garrison Diversion's board has approved LAWA's request to lower the cost share amount LAWA has been paying for the Washington, DC, lobbying firm, Brownstein Hyatt Farber Schreck (BHFS), from 50 percent to 25 percent.

LAWA Bylaws Revisions - - Katie Schmidt, Ohnstad Twichell, referred to the July 24, 2024, redline version of the LAWA Bylaws and reviewed the changes made since the June board meeting.

Ms. Schmidt stated the first reading of the proposed amendments to the bylaws will take place at the next board meeting. There are notice provisions that need to go out prior to the first reading. Ohnstad Twichell can help to make sure these notice provisions are met.

Chair Mahoney asked Vice Chair Bochenski if he was comfortable with the bylaw revisions.

Vice Chair Bochenski said he is largely comfortable with the revisions. There is another month to review them before the first reading, but he thinks we are on the right track. He visited with Director Carlsrud, who wants to ensure the small users have a voice in all of this. Determining the supermajority and figuring how the math works out is important in case there is something the small users are really against so they have some way to push back.

Director Carlsrud said Grand Forks and Fargo certainly have bigger dollars invested in the project, but to the small users, the dollars they have invested are big dollars too. He realizes there has to be a balance, so the Valley City Commission has given consensus to move forward with nominations, but they are curious as to how the weighted vote will work.

Vice Chair Bochenski said if Director Carlsrud feels anything needs to be added to the supermajority, or even where that percentage needs to be for a supermajority, it is worth conversation. He suggested talking amongst the other users over the next month to see what everyone is comfortable with.

Ms. Schmidt commented two-thirds is the current percentage for the supermajority.

Director Carlsrud said we need to remember that we are all on the same team, and a format needs to be developed that will work for everyone.

Chair Mahoney asked Ms. Norgard if she had any comments.

Ms. Norgard stated she had given comments to John Shockley, Ohnstad Twichell, after the last board meeting, which have been largely incorporated. She recognizes these are LAWA's bylaws, and they are not anything Garrison Diversion has to do with. She was just making friendly suggestions since she has been through situations with weighted voting in the past.

Ms. Norgard suggested perhaps not using a percentage because you never know how much Grand Forks and Fargo are ultimately going to end up nominating. It may be better to say a supermajority needs to be two-thirds and three entities. At least that way someone else is voting with Grand Forks and Fargo. Also, under supermajority categories, you may want to add that the removal of a director requires a supermajority and make the issuance of bonds more broad; just the issuance of debt regardless of what form that is going to be in.

Chair Mahoney reminded everyone these are LAWA's bylaws. If any of the board members have suggestions, let Ohnstad Twichell know. They want to address the fairness issue so the small users have a say.

Vice Chair Bochenski said the biggest thing is Fargo would be 58 percent of the weighting, and if they had that, they would have the simple majority on everything. The idea was Fargo's maximum would be at 48 percent even if they end up with more than 60 percent depending upon where their nominations end up. Fargo was gracious in conceding that and understanding we are all on the same team.

Chair Mahoney stated Mr. Bogar has come on board to help assist LAWA. Chair Mahoney feels there are a lot more communications going on, and everyone should be more aware and engaged in the issues. He hopes that is what will come out of this. It's go time, and we need to have our game plan on as we get ready for the legislative session.

Chair Mahoney also informed the board a meeting was held earlier today with LAWA representatives and the officers of Garrison Diversion's board. They all reconfirmed that they are partners and need to work together to get the RR/VWSP done.

Vice Chair Bochenski said going into the legislative session, he thinks everyone realizes the core pipeline needs to be the major legislative ask. We can focus on the intention of the branch pipelines and push for them with the understanding of all the work that needs to be completed to get the branch pipelines. If the small users do not know the branch pipelines are coming and the effort is there, it is going to be really hard for them to sign up for anything. Understand, as you see the legislative push to get the core pipeline done, that we are all going in the same direction and will be there to help out with the work on the branch pipelines as soon as possible. They are all in on the branch pipelines, but he does not want anyone to be surprised when they are not fighting for branch pipelines at the legislature this biennium.

NEW BUSINESS

Mr. Burian reported on a recent meeting he and Mr. Kovar had with Rich Garmin, Department of Commerce, who works on economic development for industry within the state.

The meeting adjourned at 2:30 p.m.

Timothy Mahoney, Chair

Duane DeKrey, Secretary

REGISTRATION

LAWA Board Meeting
Fargo Commission Chambers
July 31, 2024

NAME	ADDRESS
Kimberly Cook	GDCD
Steve Burian	Burian + Associates
Jay Paul Anderson	GDCD
SHAW GADPFE	AECS
KEITH MYKLESATH	EAST Grand Forks
Brian Reilly	WRWD
Greg Bischoff	GDCD Bismarck City
JEFF LeDoux	GDCD Cass City
Dave Piepleover	Fargo
Mason Radmacher	Fargo
Lesia Schaefer	Mosco
DAN PORTLOCK	FARGO
Brent Bogen	AECS
Bruce Grunbs	Fargo
Travis Schmidt	Moorhead - MPS
Bill Bolinsack	Mayville City
Ann Broussard	JMSRWD
BERNIE DARDIS	West Fargo
Todd Feland	City of GF
Keith Nilson	Walsh Rural Water
Mark Johnson	CRWUD
Steve Hansens	SEWUD
Dave Carlstrom	Valley City
Adam McWhorter	GDCD
Kip Egan	GDCD
Jim Schmitt	ENGT Central Reg Water
Kate Schmidt	Omsted Trinchell
Brendan Bochenki	City of Grand Forks

REGISTRATION

LAWA Board Meeting
Fargo Commission Chambers
July 31, 2024

NAME	ADDRESS
Tim Matterson	City of Fargo
Duane DeKrey	GDCD
Meredith Monahan	GDCD
Tami Norgard	Vogel Law Firm - GDCD
Brent Brinkman	Cass River water district

**RRVWSP Work Plan Update
July 23, 2024**

CONSTRUCTION

Pipeline Construction

Contract 5B

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

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

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

In the third year (2024), using two pipe crews, 4,167 feet has been installed to date.

To date, \$29,386,537.83 has been paid on the original contract amount of \$45,961,700.00. Change Orders No. 1, 2 and 3 have been approved, leaving the current contract price at \$44,932,678.24.

Contract 5C

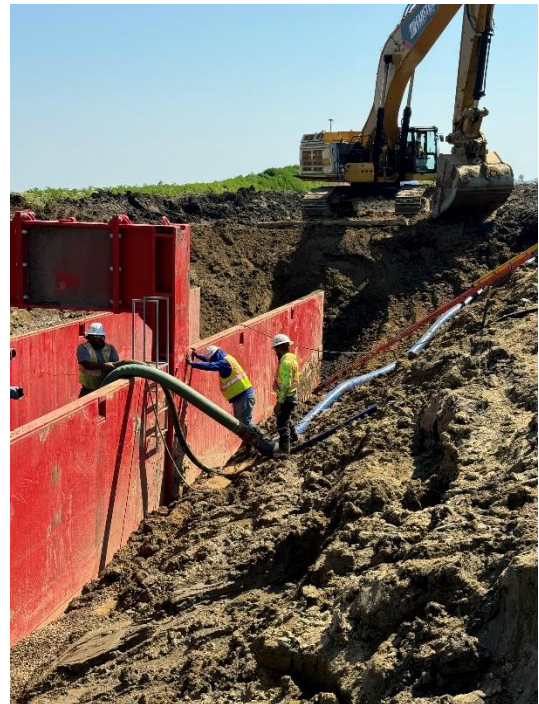
The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting. To date, the contractor has been working submittals, topsoil stripping and installing dewatering system.

Oscar Renda was not meeting their install targets so a second pipe crew was sent out on July 10. To date, 3,087 feet has been installed.

To date, \$2,318,850.00 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 1,050 feet with one pipe crew.

To date, \$12,133,304.30 has been paid on the original contract amount of \$61,677,275.00.



Stored Pipe on Site



Placing Dewatering Pipe

DESIGN

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

Contract 6A is scheduled for bid in 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	



2023 to 2025 Biennium Work Plan

(\$244.0 mil Total Funding: \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)

May 31, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}			
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%	
	Garrison Diversion Conservancy District Budget Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.		GDCD				\$ 2.50	\$ 1.87	\$ 0.63				
	Property, Easements, and Crop Damage Payments⁴ Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners. Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.			RRVWSP			\$ 2.21	\$ 1.66	\$ 0.55				
15	Transmission Pipeline East Contract 5C Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Jul-23	Prof Svcs Const, 2026 Fin								\$ 5.64	\$ 4.23	\$ 1.41
3.	Transmission Pipeline East Contract 5D Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.	Jul-23	Prof Svcs Const, 2026 Fin								\$ 5.47	\$ 4.10	\$ 1.37
4.	RRV Transmission Pipeline Contract 6A Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.	Oct-23	Prof Svcs Const, 2027 Fin								\$ 61.68	\$ 46.26	\$ 15.42
5.	ENDAWS Transmission Pipeline Contract 3 Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.	Jul-23	Prof Svcs Const, 2027 Fin								\$ 5.47	\$ 4.10	\$ 1.37
6.			Oct-24									\$ 45.00	\$ 33.75	\$ 11.25
			Aug-23	ENDAWS	\$ 3.06	\$ 2.30	\$ 0.76							



**RED RIVER VALLEY
WATER SUPPLY PROJECT**



2023 to 2025 Biennium Work Plan

(\$244.0 mil Total Funding: \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)

May 31, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
7.	Transmission Pipeline East Contracts 4A and 4B Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).	27± mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdfield at HBTs.	Feb-24	Prof Svcs	\$	7.19	\$ 5.39	\$ 1.80	\$	7.19	\$ 5.39	\$ 1.80	
8.	RRV Transmission Pipeline Contract 7 Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).	14± mi of 72" pipeline, including several 96" tunnels. Pipeline extends from the east end of Contract 6B to the outfall on the Sheyenne River southeast of Cooperstown.	Aug-23	Prof Svcs	\$	2.93	\$ 2.20	\$ 0.73					
10.	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 Svcs	\$	0.76	\$ 0.57	\$ 0.19					
11.	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 Svcs	\$	2.88	\$ 2.16	\$ 0.72					
12.	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 Svcs	\$	0.38	\$ 0.28	\$ 0.10					
13.	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 Svcs	\$	0.49	\$ 0.37	\$ 0.12					
	Prg Mgmt to Support Larger Spend and Expanded Team Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Division. Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Aug-23	Prof Svcs	\$	0.66	\$ 0.50	\$ 0.16					

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2023 to 2025 Biennium Work Plan

(\$244.0 mil Total Funding: \$180 mil State; \$61 mil Local Users; \$3.0 mil MR&I)

May 31, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}					
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%			
14.	<p>Outreach, Ping, and Design to Secure User Commitments</p> <p>Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.</p> <p>Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.</p>	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Aug-23	Prof Srvs	\$	1.70	\$ 1.28	\$ 0.42	\$	1.70	\$ 1.28	\$ 0.42				
15.	<p>Operational Planning and Asset Management Phase 3</p> <p>Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes.</p> <p>Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.</p>	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24	Prof Srvs	\$	0.47	\$ 0.35	\$ 0.12	\$	0.47	\$ 0.35	\$ 0.12				
17.	<p>Financial Planning Support</p> <p>Scope: Continue to refine the financial model and provide scenarios as required to support users and the program.</p> <p>Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.</p> <p><i>Contingency</i></p> <p>Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.</p> <p>Need: Address and pay for changes that are sure to occur.</p>	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach. <i>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.</i>	Aug-23	Prof Srvs	\$	0.59	\$ 0.44	\$ 0.15	\$	0.59	\$ 0.44	\$ 0.15				
TOTAL PROGRAM BUDGET					\$	10.65	\$ 7.99	\$ 2.66	\$	21.70	\$ 16.28	\$ 5.42	\$	211.65	\$ 158.73	\$ 52.92

Notes:

1. Construction costs include management, engineering services during construction, inspection, field quality control, and construction.
2. Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.
3. Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are not shown.
4. Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damage, and field obstructions. Estimates include pipeline easements required for the ENDAWS east/west pipeline (none are secured at this point) and remaining easements from the Hydraulic Break Tanks to the Sheyenne River Outfall (25% remain mostly in Wells County).
5. Items appearing in blue bold are progressing with task orders and contracts issued to the engineering team and contractors, respectively. Items appearing in blue italics have been updated to reflect adjustments made for actual amounts contracted. Items shown in black text are pending.



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

May 30, 2024

Kylee Merkel, CPA
Bank of North Dakota
P.O. Box 5509
Bismarck ND, 58506-5509

Re: Series D Small Systems Financing – Request for Loan Draw Extension

Dear Kylee:

Thank you for your assistance with our most recent inquiry regarding the Series D financing of the small systems share of the Red River Valley Water Supply Project (RRVWSP). Per our discussions, Garrison Diversion Conservancy District and Lake Agassiz Water Authority are currently engaging with potential project participants to secure commitments for the remainder Series D financing amount of \$11,302,440.

Discussions with small systems are proceeding positively, but as you can imagine, the process of securing approvals from nearly 30 rural water boards, city councils, and city commissions is a large undertaking. Therefore, we do not expect we will have the ability to draw on this portion of the approved financing within the required 1-year period from the loan approval date of August 17, 2023. For this reason, we are respectfully requesting a 6-month extension, allowing us to finalize commitments for the remaining systems.

We appreciate your consideration of this request. Should you have any questions or require additional clarification, please feel free to contact me via email (merrim@gdcd.org) or my cell phone (701-320-1904).

Sincerely,

Merri Mooridian
Deputy Program Manager - RRVWSP

TO: Governor Doug Burgum
Members of the State Water Commission

FROM: Kylee Merkel, Bank of North Dakota

SUBJECT: Water Infrastructure Revolving Loan Fund Request (Extension)
Garrison Diversion Conservancy District

DATE: June 18, 2024

At the August 2023 meeting of the State Water Commission, the Commission approved two loans to the Garrison Diversion Conservancy District (District). The two loans totaled \$60,000,000, with a 40-year repayment term, from the Water Infrastructure Revolving Loan Fund. Proceeds of the loans are to be used for the 25% local cost share of the Red River Valley Water Supply project.

The total loan amount requested by the district is the amount of local cost share for the 2023-2025 biennium. The local share will be funded as two separate loans, with each evidenced by a Financing Resolution. The Series D1 Resolution will be executed by the District, Lake Agassiz Water Authority, and the Cities of Fargo and Grand Forks. The Series D1 Resolution will cover the amount allocated to the Cities of Fargo and Grand Forks, based on their current nomination percentages. The Series D1, in the amount of \$48,697,560, has closed and the District is requested funds as the projected is constructed.

The Cities of Fargo and Grand Forks requested that the District meet with all the small systems to determine their definitive nomination percentages. Following meeting with the small systems, the District will recalculate the nomination percentages for all systems, including the Cities of Fargo and Grand Forks. The Series D2 Resolution will cover these new nomination percentages. Each system will execute this resolution and be responsible to service the debt based on their respective nomination percentage. The Series D2, in the amount of \$11,302,440, will be closed on second. At the time of loan approval, the estimated timeframe of closing this loan was the end of 2023 or beginning of 2024.

Following allocation of a loan from the State Water Commission, loans from the Water Infrastructure Revolving Loan Fund are formally approved by BND, and have a one-year commitment expiration. Loans are to close and take an initial advance within the one-year timeframe, or BND reserves the right to withdraw the commitment.

The Series D2 loan has not yet closed. The District is currently engaging with the project participants to secure the commitments, to allow for the recalculation of the nomination percentages. The discussions are proceeding positively, but are taking time to secure approvals from the respective boards, councils and commissions of the participants. The District is requesting a 6-month commitment extension, to allow them to finalize the commitments of these participants.

This correspondence should not be considered an approval of the extension. Following the recommendation for the 6-month extension by the State Water Commission, the Bank of North Dakota will proceed with formally reviewing and approving the extension in accordance with BND loan policy.

The Water Infrastructure Revolving Loan Fund currently has cash on hand of \$19.1 million and access to a \$100 million line of credit. There are currently \$65.5 million of outstanding loan commitments. There is currently \$53.6 million of capacity available for new loan commitments.



2024

For the period of January 1, 2024 - June 30, 2024

Income	2024	Actual as	6.30.24	Balance of Budget
Dues Income	\$ 30,000.00	\$ 33,300.00		\$ (3,300.00)
Miscellaneous	\$ -	\$ -		\$ -
Cost Share-Interim Finance	\$ 50,000.00			\$ 50,000.00
Total Income	\$ 80,000.00	\$ 33,300.00		\$ 46,700.00
Expenses				
Dues Expenses	\$ 6,500.00	\$ 6,315.00		\$ 185.00
Accounting	\$ 6,500.00	\$ -		\$ 6,500.00
Directors Expense	\$ 500.00	\$ -		\$ 500.00
Insurance	\$ 550.00	\$ -		\$ 550.00
Construction	\$ -	\$ -		\$ -
Engineering	\$ 50,000.00	\$ -		\$ 50,000.00
Property Acquisition/Easements	\$ -	\$ -		\$ -
Adm/Legal/Financial	\$ 141,500.00	\$ 22,093.50		\$ 119,406.50
Total Expenses	\$ 205,550.00	\$ 28,408.50		\$ 177,141.50
Net Income (Loss)	\$ (125,550.00)	\$ 4,891.50		\$ (130,441.50)

Account Activity

Beg. Bank Balance 1-1-2024		\$ 380,851.56
Income Received		\$ 33,300.00
Total Funds Available		\$ 414,151.56
Ck#1243 Ohnstad Twichell	\$	4,800.00
Ck#1244 ND Water Coalition	\$	1,000.00
Ch#1245 ND Water Users	\$	5,000.00
Ch#1246 Ohnstad Twichell	\$	4,675.50
Ch#1247 Ohnstad Twichell	\$	5,656.50
Ch#1248 ND Rural Water Systems	\$	315.00
Ch#1249 GDCCD - Legal Expense(BHFS) Void	\$	-
Ch#1250 Ohnstad Twichell	\$	6,961.50
Total Expenses	\$	28,408.50
Ending Bank Balance		\$ 385,743.06



July 30, 2024

Lake Agassiz Water Authority
PO Box 140
Carrington, ND 58421-0140

This letter sets forth our understanding for applying agreed-upon procedures as described below of Lake Agassiz Water Authority (LAWA) as of or for the periods ended December 31, 2022 and 2023. LAWA is responsible for the procedures being performed.

This engagement is solely for the purpose of reporting our findings regarding the results of the procedures performed. This report is intended for use by the Board of Directors of LAWA and is expected to be restricted to the use of these specified parties.

Prior to the completion of the engagement, you agree to provide us with written agreement and acknowledgment that the procedures performed are appropriate for the intended purpose of the engagement as noted above.

As part of our engagement, we will request from management written confirmation concerning representations made to us in connection with the agreed upon procedures. This will include confirmation that we have obtained from all necessary other parties' agreement to the procedures and acknowledgement that the procedures performed are appropriate for their purposes. You agree to provide such confirmation.

Our Responsibilities

The objective of our engagement is to:

- a) Apply specific procedures to the subject matter.
- b) Issue a written report that describes the procedures applied and our findings without providing an opinion or conclusion on the subject matter.
- c) Communicate further as required by professional standards applicable to an agreed-upon procedures engagement.

We will apply the following procedures:

1. Review bank statements and bank reconciliations and agree to financial statements for each year using December as the test month.
2. Review process of membership acceptance and related dues billings. Select sample of five member entities for each year and trace actual payment of dues from dues report to bank deposit.
3. Review process / procedures for cost share billings and determine if cost share billing agree to process and procedures for billing cost share. Select a random sample of five cost share transactions and trace to bank deposit. Verify that amounts paid are in agreement to the Series A and B financing agreements.
4. Sample expenditures for supporting documentation and related approvals. Select three disbursements per year that includes at least one payment to Garrison.
5. Review process of financial reporting to the LAWA Board of Directors and determine adequacy. Review actual Board financial report for one random meeting per year.
6. Determine if appropriate internal controls are in effect for cash disbursements. Make recommendations for improvement in controls, if considered necessary. Validate that each check (sampled in number 4 previously) includes two authorized check signer signatures and one is the chairman of the LAWA board.
7. Determine if appropriate internal controls are in effect for cash receipts. Make recommendations for improvement in controls, if considered necessary.

We will conduct our engagement in accordance with the attestation standards for agreed-upon procedures engagements established by the American Institute of Certified Public Accountants. We are responsible for carrying out the procedures and reporting findings in accordance with these standards. We are not engaged to, and will not, conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the subject matter. Accordingly, we will not express an opinion or conclusion. We have no responsibility to determine the differences between the procedures to be performed and the procedures that we would have determined to be necessary had we been engaged to perform another form of attestation engagement. The procedures that we perform pursuant to the agreed-upon procedures engagement may be more or less extensive than the procedures that we would determine to be necessary had we been engaged to perform another form of engagement.

Your Responsibilities

The engagement to be performed will be conducted on the basis that you acknowledge and understand that our role is to perform an agreed-upon procedures engagement in accordance with attestation standards established by the AICPA and that you acknowledge and understand that you have responsibility:

- a) for the subject matter;
- b) to agree to and acknowledge that the procedures described in the attachment to this letter are appropriate for the intended purpose of the engagement; and

- c) to provide us, prior to the completion of the engagement, with a letter that confirms certain representations made to us during the course of the engagement. If any modifications, including any additions or subtractions, are made to the procedures described in the attachment to this letter, you will agree to the procedures performed and acknowledge that such procedures are appropriate for the intended purpose of the engagement.

Our Report

Upon completion of our engagement, we will issue a written report. Our report will list the procedures performed and our findings. Our report will be addressed to LAWA and will be intended for use by and restricted to the use of the specified parties as identified above. Our report will contain such restricted-use language.

Our report will state the intended purpose of the engagement and will include a statement that you agreed to and acknowledged that the procedures are appropriate to meet the intended purpose of the engagement. The report will state that it may not be suitable for any other purpose.

Our report will include a statement that the procedures performed may not address all items of interest to the users of the report and may not meet the needs of all users of the report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

Should we have any reservations with respect to the subject matter, we will discuss them with you before the report is issued.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

Other Matters

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

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

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

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

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, administrative charges and a technology fee. Invoices are payable upon presentation. We estimate that our fee for the engagement will be as follows:

Agreed-upon procedures	\$ 7,500
Technology fee	<u>375</u>
Total	<u>\$ 7,875</u>

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

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

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

We will maintain the confidentiality of your personal information and will apply procedures to protect against any unauthorized release of your personal information to third parties.

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

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

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

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

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

MEDIATION

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

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively “Eide Bailly”) shall not be responsible for any misstatements in the information provided to us to complete our engagement that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys’ fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys’ fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

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

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months (“Limitation Period”) after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the agreed-upon procedures. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

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

ASSIGNMENTS PROHIBITED

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

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

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

Respectfully,



Brian Stavenger, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Lake Agassiz Water Authority by:

Name: _____

Title: _____

Date: _____

**RRVWSP Work Plan Update
September 6, 2024**

CONSTRUCTION

Pipeline Construction

Contract 5B

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

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

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

In the third year (2024), using two pipe crews, 6,944 feet has been installed to date.

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

Contract 5C

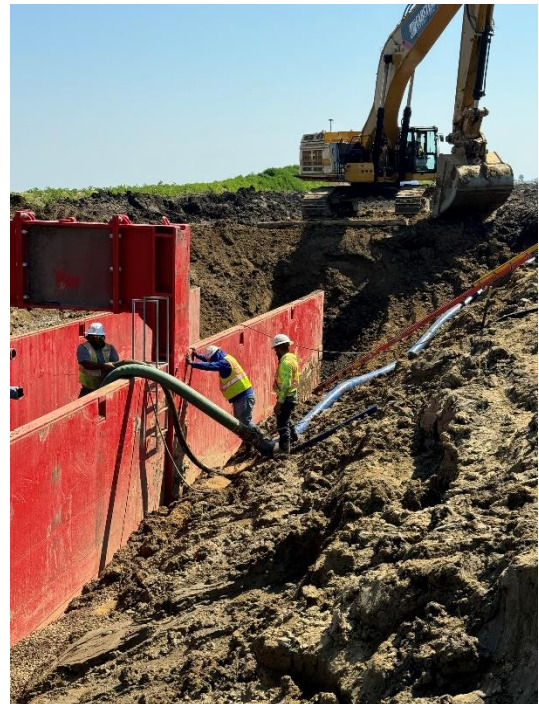
The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting. To date, the contractor has been working submittals, topsoil stripping and installing dewatering system.

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

To date, \$13,788,316.31 has been paid on the original contract amount of \$76,663,355.00.



Stripping Topsoil



Trench Box w/ Dewatering Pipes

Contract 5D

The contract price is \$61,677,275.00 for 10 miles of pipe awarded to Carstensen Contracting. To date, the contractor has installed 7,606 feet with one pipe crew.

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



Stored Pipe on Site



Placing Dewatering Pipe

DESIGN

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

Contract 6A is scheduled for advertisement for bid September 23, 2024. Final design efforts have started on Contracts 7 and 4. Additional geotechnical data is complete.

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

CHANGE ORDER

Change Order No. 5

DATE OF ISSUANCE EFFECTIVE DATE October 21, 2024

Owner: Garrison Diversion Conservancy District
Contractor: Garney Companies
Project: Red River Valley Water Supply Project, Transmission Pipeline East
Owner's Contract No.: 5B
Owner's Task Order No.: 5532

The Contract is modified as follows upon execution of this Change Order:

Change Order Requests (CORs) Description:

Table with 2 columns: Description and Amount. Includes items like COR4-Bid Items 30 & 40 Quantity Adj, Bid Item 30 Remove/Stockpile Topsoil, etc. Subtotals and Grand Total are also listed.

Note 1: Unit prices for bid items 30 and 40 are increased to account for the reduced quantity of work at a higher price. The extended amounts for Bid Items 30 and 40 after this unit price change, however, remain the same as originally bid.

Attachments: Garney COR Nos. 5, 11, 12, 14, 15, 17, and 18.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$45,961,700.00
Increase from previously approved Change Orders No. 1 to 4: \$937,355.88
Contract Price prior to this Change Order: \$46,899,055.88
Increase of this Change Order: \$720,283.91
Contract Price incorporating this Change Order: \$47,619,339.79 (3.6% Increase Over Original Contract Price)

CHANGE IN CONTRACT TIMES:

Original Contract Times: Substantial Completion: September 30, 2023; Ready for final payment: November 29, 2023
Increase from previously approved Change Orders No. 1 to No. 4: Substantial Completion: 85; Ready for final payment: 85
Contract Times prior to this Change Order: Substantial Completion: December 24, 2023; Ready for final payment: February 22, 2024
No change this Change Order: Substantial Completion: 0; Ready for final payment: 0
Contract Times with all approved Change Orders: Substantial Completion: December 24, 2023; Ready for final payment: February 22, 2024

ACCEPTED:

By: Owner (Authorized Signature)
Printed:
Title:
Date:

ACCEPTED:

By: Contractor (Authorized Signature)
Printed:
Title:
Date:

Section 00 11 16

INVITATION TO BID

Date: September 23, 2024

Sealed Bids will be received by Garrison Diversion Conservancy District (Owner) at its Headquarters, 401 Hwy 281 NE, mailing address PO Box 140, Carrington, ND 58421 until 2:00 p.m., local time, on October 23, 2024, for the Red River Valley Water Supply Project, Transmission Pipeline East, James River to McKinnon Twp, Foster County, ND, Task Order 5560, Contract 6A.

At said place and time, and promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud.

The proposed Work is generally described as follows:

Construction of approximately 4.8 to 7.1 miles of 72-inch diameter steel water pipeline including one 96-inch diameter trenchless road crossing and one 72-inch main line butterfly valve. Strict segregation and stockpiling of topsoil and subsoil for pipe installation will be required. The work also includes an impressed current pipeline corrosion protection system, pipeline appurtenances, and all other work specified or shown on the Drawings.

All Bids must be in accordance with the Bidding Documents on file with Garrison Diversion Conservancy District, 401 Hwy 281 NE, mailing address PO Box 140, Carrington, ND 58421.

The contact person for administrative questions with Garrison Diversion is Ms. Stacey Gussiaas at 701-652-3194 or email at staceyg@gdcd.org. For technical bidding document interpretations and clarifications, the contact person is Mr. Kip Kovar, District Engineer, at 701-652-3194 or kipk@gdcd.org.

Prospective Bidders may examine the Bidding Documents at Owner's office or the office of Black & Veatch Corporation, 8400 Ward Parkway, mailing address PO Box 8405, Kansas City, MO 64114, Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. local time.

Complete digital Bidding Documents are available for download at www.questcdn.com. You may download the digital documents for \$50 by inputting Quest Project No. 8550074 on the website's project search page. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free registration, downloading, and working with this digital project information.

Digital documents may also be obtained directly from the Owner at a cost of \$75.

Charges for digital Bidding Documents are not refundable.

Direct all questions regarding distribution of Bidding Documents or the Project's design to the Owner. Only responses issued via Addenda are binding.

Neither Owner nor Engineer has any responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the sources indicated in these documents. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the sources listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

The bidder shall be licensed for the full amount of the bid as required by section 43-07-12 of the North Dakota Century Code (NDCC). Bids that do not fully comply with requirements of NDCC 48-01.2-05 are considered deficient and will be resealed and returned to the bidder immediately.

The Owner reserves the right to reject any and all bids and rebid the project until a satisfactory bid is received.

Bids will be received on a unit price basis; bid security must accompany Bid.

All Bids will be made based on cash payment for such work and materials. All Bidders are invited to be present at the public opening of the Bids. The Owner reserves the right to hold the three lowest Bids for a period of 45 days after the date of the Bid opening to complete financial arrangements.

The Successful Bidder will be required to furnish a construction performance bond and a construction payment bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the Contract.

If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the number of days set forth in the Bid Form for acceptance of the Bid.

Garrison Diversion Conservancy District
Duane DeKrey, General Manager

End of Section

SCHEDULE AND PROCESSES FOR MOC

FINANCE	TARGET DATE	BIDDING 6A	TARGET DATE
	-	ADVERTISE	Sept 23
		OPEN BIDS	Oct 23
MOC APPROVALS	November 12		
D2 INTERIM FINANCE AGREEMENT APPROVAL	December 10		
		NOTICE TO PROCEED	Dec 16
BOARD RESOLUTION APPROVAL	December 18		
LOAN CLOSING	January 15		
		PURCHASE COIL OR OTHERS BY	Feb



2023 to 2025 Biennium Work Plan

(\$240 mil Total Funding: \$180 mil State; \$60 mil Local Users)

September 5, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	Garrison Diversion Conservancy District Budget Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.		GDCD				\$ 2.50	\$ 1.87	\$ 0.63			
	Property, Easements, and Crop Damage Payments⁴ Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners. Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.		RRVWSP ENDAWS ENDAWS Facilities Crp Dmg		\$ 0.49	\$ 0.37	\$ 0.12	\$ 2.21	\$ 1.66	\$ 0.55		
3.	Transmission Pipeline East Contract 5C Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Jul-23 Nov-23	Prof Srvs Const, 2026 Fin							\$ 5.64	\$ 4.23	\$ 1.41
	Transmission Pipeline East Contract 5D Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.		Jul-23 Oct-23	Prof Srvs Const, 2026 Fin							\$ 5.47	\$ 4.10
5.	RRV Transmission Pipeline Contract 6A Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.	Jul-23 Oct-24	Prof Srvs Const, 2027 Fin							\$ 5.47	\$ 4.10	\$ 1.37
	ENDAWS Transmission Pipeline Contract 3 Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.		Aug-23	ENDAWS	\$ 3.06	\$ 2.30	\$ 0.76					



2023 to 2025 Biennium Work Plan

(\$240 mil Total Funding: \$180 mil State; \$60 mil Local Users)

September 5, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
7.	Transmission Pipeline East Contracts 4A and 4B	27± mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdsfield at HBTs.	Feb-24	Prof Srvs				\$ 7.19	\$ 5.39	\$ 1.80			
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).												
8.	RRV Transmission Pipeline Contract 7	14± mi of 72" pipeline, including several 96" tunnels. Pipeline extends from the east end of Contract 6B to the outfall on the Sheyenne River southeast of Cooperstown.	Aug-23	Prof Srvs				\$ 2.93	\$ 2.20	\$ 0.73			
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).												
9.	McClusky Canal Intake and Pumping Station	Siting; passive intake screens, pumping station similar to MRI, and utility extension design can begin for new facility to be located near McClusky, ND.	Feb-24	Prof Srvs	\$ 0.76	\$ 0.57	\$ 0.19						
	Scope: Conceptual and preliminary design of an intake and pumping station at the McClusky Canal. Need: Preliminary designs are necessary so site acquisition can begin and final design can commence when land is secured.												
10.	Biota Water Treatment Plant and Main Pumping Station	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Feb-24	Prof Srvs	\$ 2.88	\$ 2.16	\$ 0.72						
	Scope: Conceptual and preliminary designs for a Biota WTP and Main Pumping Station, including hydraulic surge facility. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.												
11.	Hydraulic Break Tanks	Two 5 MG above-ground storage tanks and accessories, site piping and valves, monitoring, and utility extensions necessary for a new greenfield site.	Feb-24	Prof Srvs	\$ 0.38	\$ 0.28	\$ 0.10						
	Scope: Preliminary design of above-ground tanks and associated facilities at or near the continental divide. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.												
12.	PMIS Annual Licenses & Continued Maint/Upgrades	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of contractors/ subcontractors and workflow/report additions and modifications.	Feb-24	Vend & Prof Srvs				\$ 0.49	\$ 0.37	\$ 0.12			
	Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for voluminous amount of construction related documents.												
13.	Prg Mgmt to Support Larger Spend and Expanded Team	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Aug-23	Prof Srvs				\$ 0.66	\$ 0.50	\$ 0.16			
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion. Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.												



2023 to 2025 Biennium Work Plan

(\$240 mil Total Funding: \$180 mil State; \$60 mil Local Users)

September 5, 2024

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}					
					Total	Federal 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%			
14.	Outreach, Png, and Design to Secure User Commitments	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Aug-23	Prof Srvs				\$ 1.70	\$ 1.28	\$ 0.42						
	Scope: User briefings and necessary support, including conceptual designs, to secure project commitments. Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.															
15.	Operational Planning and Asset Management Phase 3	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24	Prof Srvs				\$ 0.47	\$ 0.35	\$ 0.12						
	Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.															
16.	Financial Planning Support	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Aug-23	Prof Srvs				\$ 0.59	\$ 0.44	\$ 0.15						
	Scope: Continue to refine the financial model and provide scenarios as required to support users and the program. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.															
17.	Additional End User Outreach	Conceptual designs and other consulting support to support end user understanding of core pipeline and applicable branch pipeline CapEx necessary to secure MOU signatures.	Oct-24	Prof Srvs				\$ 0.75	\$ 0.56	\$ 0.19						
	Scope: Branch pipeline conceptual designs and other consulting assistance to potential end users. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.															
18.	Contingency	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	N/A	GD CD			\$ 0.60	\$ 0.45	\$ 0.15	\$ 0.37	\$ 0.28	\$ 0.09	\$ 9.26	\$ 6.94	\$ 2.32	
	Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs. Need: Address and pay for changes that are sure to occur.															
TOTAL PROGRAM BUDGET								\$ 10.17	\$ 7.63	\$ 2.54	\$ 20.64	\$ 15.48	\$ 5.16	\$ 209.19	\$ 156.88	\$ 52.31

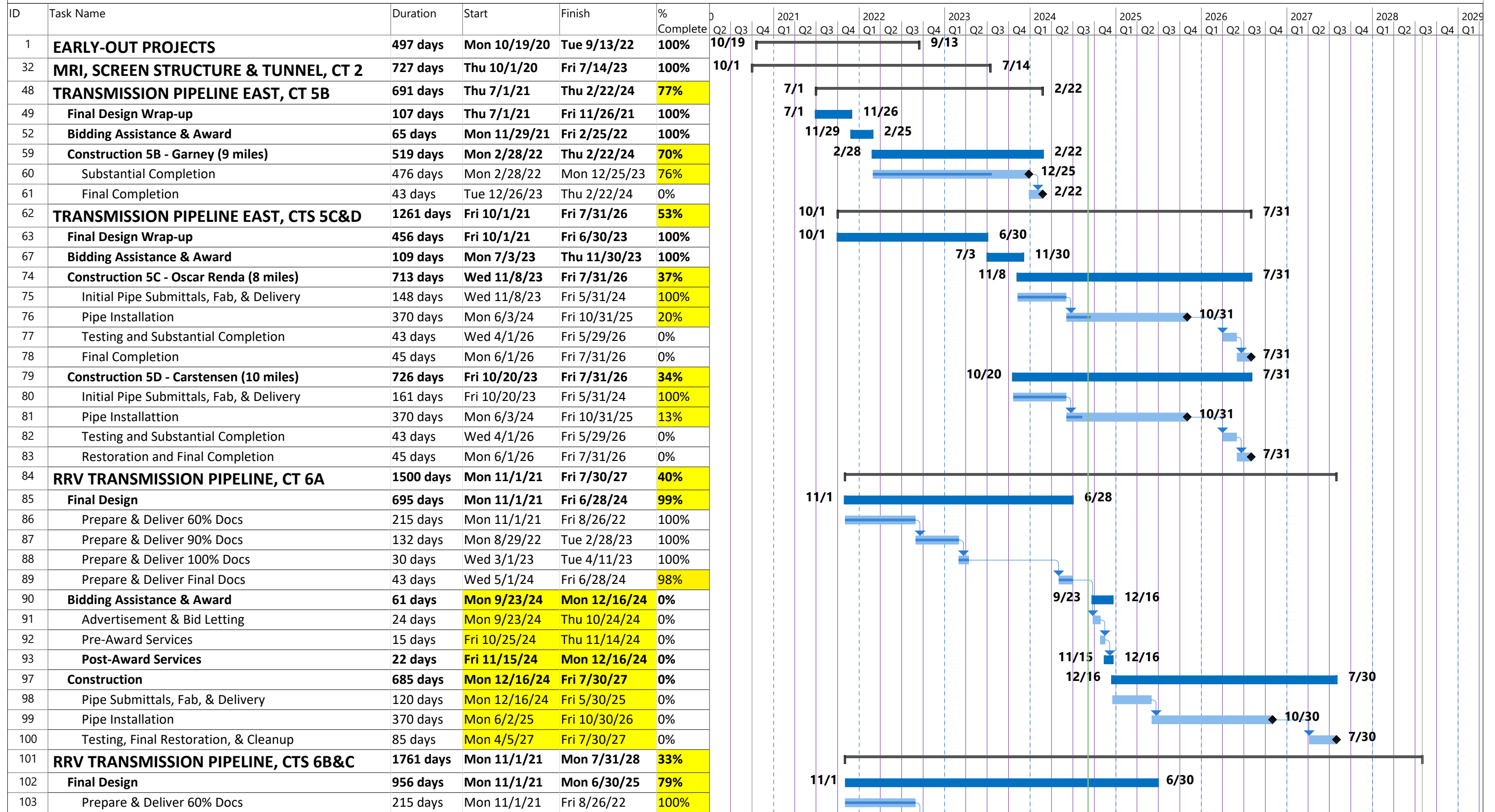
Notes:

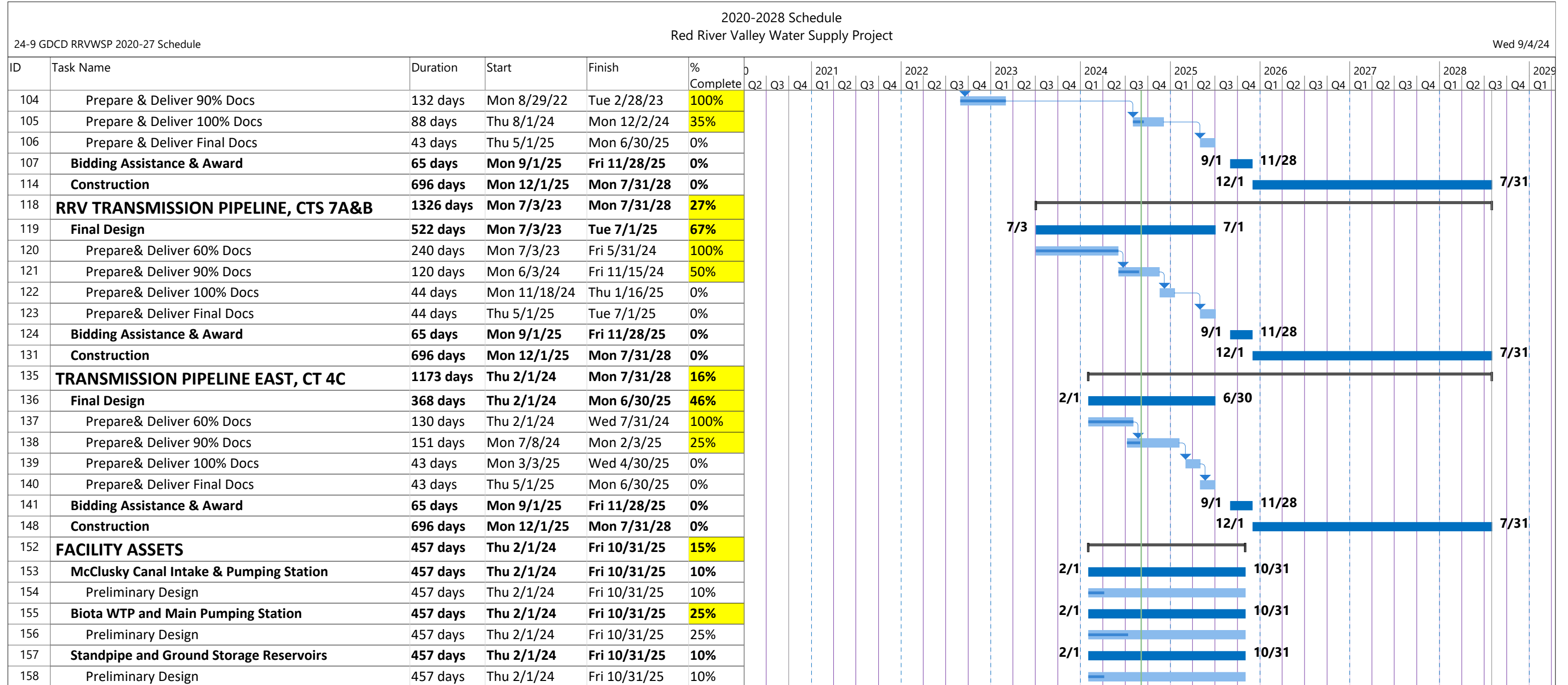
1. Construction costs include management, engineering services during construction, inspection, field quality control, and construction.
2. Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.
3. Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are not shown.
4. Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damage, and field obstructions. Estimates include pipeline easements required for the ENDAWS east/west pipeline (none are secured at this point) and remaining easements from the Hydraulic Break Tanks to the Sheyenne River Outfall (25% remain mostly in Wells County).
5. Items appearing in blue bold are progressing with task orders and contracts issued to the engineering team and contractors, respectively. Items appearing in blue italics have been updated to reflect adjustments made for actual amounts contracted. Items shown in black text are pending.

2020-2028 Schedule
Red River Valley Water Supply Project

24-9 GDCD RRVWSP 2020-27 Schedule

Wed 9/4/24



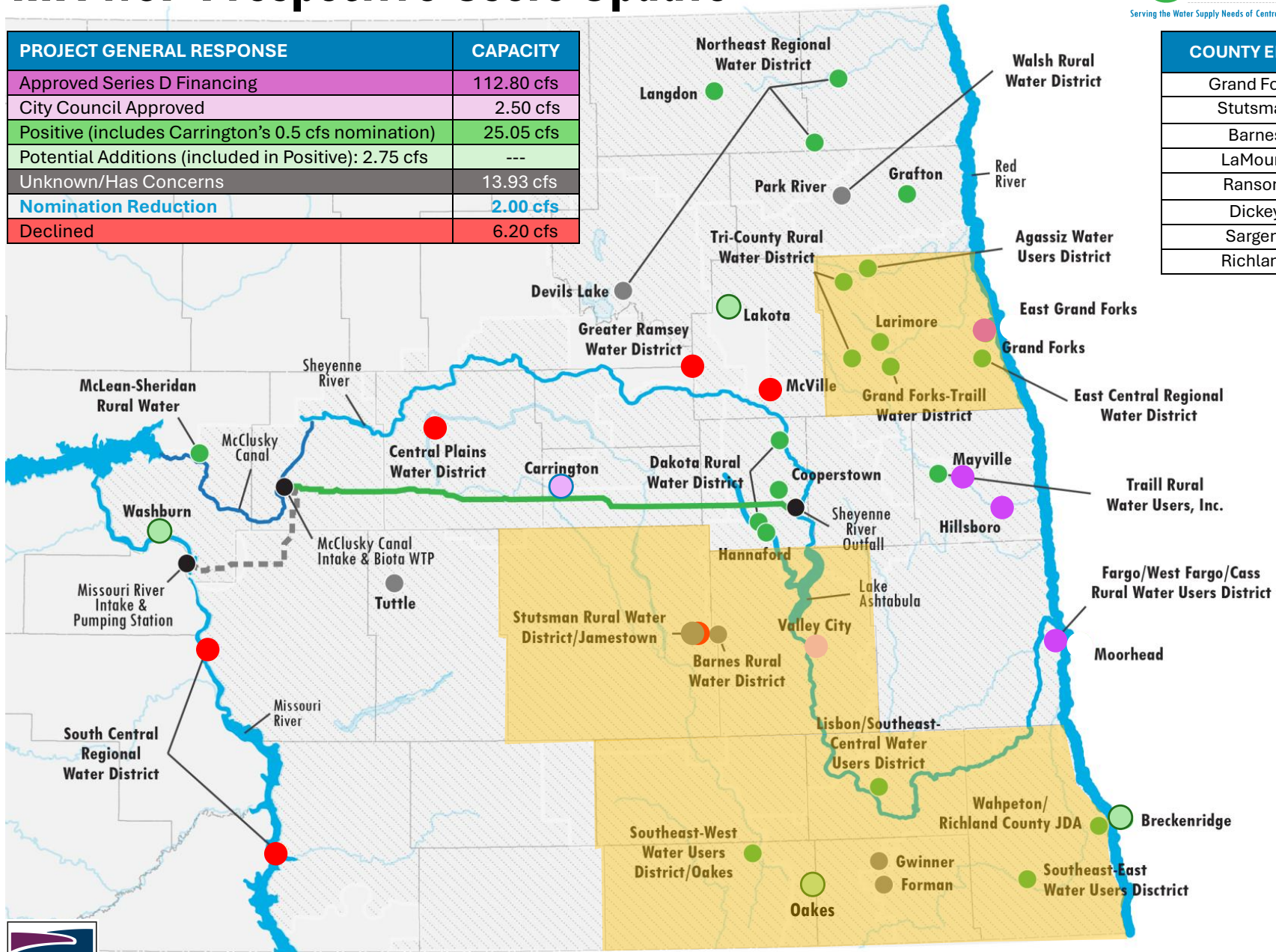


RRVWSP Prospective Users Update



PROJECT GENERAL RESPONSE	CAPACITY
Approved Series D Financing	112.80 cfs
City Council Approved	2.50 cfs
Positive (includes Carrington's 0.5 cfs nomination)	25.05 cfs
Potential Additions (included in Positive): 2.75 cfs	---
Unknown/Has Concerns	13.93 cfs
Nomination Reduction	2.00 cfs
Declined	6.20 cfs

COUNTY ENGAGEMENT
Grand Forks County
Stutsman County
Barnes County
LaMoure County
Ransom County
Dickey County
Sargent County
Richland County



RRVWSP Prospective Users Update

September 17, 2024

ANTICIPATED PROJECT PARTICIPANTS	NOMINATION (CFS)	GENERAL RESPONSE
Fargo/ West Fargo/ Cass Rural Water District/Moorhead Public Service	83.70	Approved Series D Financing
Grand Forks/East Grand Forks	28.10	Approved Series D Financing
Jamestown	11.00	Unknown with Possible Nomination Decrease
Wahpeton	4.50	Previously Withdrew but Now Positive
East Central Regional Water District (Grand Forks Trail, Traill Rural, Larimore)	4.40 (3.00, 1.10, 0.30)	Positive with Concerns
Stutsman Rural Water District	4.00	Declined
Northeast Regional Water District / Langdon	3.20	Positive with Concerns
Southeast Water Users District	2.50	Positive with Possible Nomination Increase
Grafton	2.00	Positive
Richland County	2.00	Positive
Valley City	2.00	City Council Approved with Nomination Increase
Breckenridge	1.50	Positive, Expected Addition
Walsh Rural Water District	1.00	On the fence
Agassiz Water District	1.00	Positive with Concerns
Tri-County Rural Water District	1.00	Positive
Devils Lake	1.00	On the Fence with Discussion of Branch Pipeline Terminations
Greater Ramsey Rural Water	1.00	Declined
Dakota Rural Water District	0.70	Positive with Possible Nomination Increase
Central Plains Water District	0.60	Declined
Oakes	0.60	Potential addition
Carrington	0.50	City Council Approved with Nomination Reduction
Mayville	0.50	Approved Series D Financing
Hillsboro	0.50	Approved Series D Financing
Barnes Rural Water District	0.50	Previously Withdrew but Reconsidering
South Central Regional Water District	0.50	Declined
Washburn	0.45	Positive with Concerns
McLean-Sheridan Water District	0.42	Positive
Park River	0.40	Did Not Attend Regional Meeting in Grafton
Lisbon	0.33	Positive with Possible Nomination Increase
Lakota	0.20	Potential addition with discussion of branch pipeline terminations
Cooperstown	0.20	Positive
McVile	0.10	Declined
Hannaford	0.05	Will be served by Dakota Rural Water District in the future
Tuttle	0.02	On the fence
Forman	0.01	Considering

PROJECT GENERAL RESPONSE	CAPACITY
Approved Series D Financing	112.80 cfs
City Council Approved	2.50 cfs
Positive (includes Carrington's 0.5 cfs nomination)	25.05 cfs
Potential Additions (included in Positive): 2.75 cfs	---
Unknown/Has Concerns	13.93 cfs
Nomination Reduction	2.00 cfs
Declined	6.20 cfs





September 4, 2024

Senator Joe Manchin, Chairman
 Senator John Barrasso, Ranking Member
 US Senate Committee on Energy & Natural Resources
 304 Dirksen Senate Building
 Washington, DC 20510

Chairman Manchin, Ranking Member Barrasso, and members of the United States Senate Committee on Energy and Natural Resources:

We thank you for your leadership and ask for your support of Dakota Water Resources Act (DWRA) reauthorization legislation. On behalf of the North Dakota Department of Water Resources, Garrison Diversion Conservancy District, Lake Agassiz Water Authority, and North Dakota Rural Water Systems Association, we appreciate your consideration of this request. More specifically, and as outlined in this letter, we are respectfully requesting \$687 million for state water supply needs, and \$743 million for Tribal water supply needs (see attached) be included in DWRA reauthorization legislation. This letter provides background on DWRA, detailed information on the projects included in the state's \$687 million request, and support for Tribal water supply needs.

To understand the critical importance of DWRA reauthorization to North Dakota, it is first necessary to understand the purpose and background of previous legislation, as well as the continued challenges in providing reliable and high-quality water for our citizens. From a historical perspective, the Rivers and Harbors Act of 1935 and the Flood Control Act of 1944 authorized construction of six mainstem dams on the Missouri River, leading to the completion of the Garrison Dam in North Dakota in 1953. For the more than 560,000 acres in North Dakota flooded by Garrison and Oahe Dams (Lake Sakakawea and Lake Oahe), Congress passed legislation as partial compensation and to mitigate long term impacts to the state and Tribal Nations located in the state.

With regard to compensatory legislation, in 1986, the Garrison Reformulation Act (GRA) authorized a federal Municipal, Rural, and Industrial (MR&I) water supply grant program to assist North Dakota with the development of critical water infrastructure. Fourteen years later, Congress passed the Dakota Water Resources Act of 2000, amending the 1986 GRA. Included in the DWRA of 2000 was a \$200 million increase in MR&I program funding and \$200 million for Tribal water supplies (both indexed for inflation), as well as \$200 million through loans to develop a project that would meet water supply needs in North Dakota's Red River Valley, which

never materialized. In FY 2024, North Dakota received its final allocation as part of the original DWRA – two dozen years after the original authorization.

Two progressing regional water supply systems relying on MR&I funding are the Northwest Area Water Supply (NAWS) project and the Eastern North Dakota Alternate Water Supply (ENDAWS) project, a component of the Red River Valley Water Supply Project. Both projects are currently under construction, and when completed, will provide high quality, drought resilient water supplies to approximately 60% of North Dakota's water users in northern, central, and eastern regions of our state. Another regional water supply system that has been in place for decades, but has also utilized MR&I funding is the Southwest Pipeline Project (SWPP). SWPP currently serves 58,000 water users, or just over 7% of North Dakota's population in the southwest region of our state. With continued growth and requirements for additional water comes additional financial need through the MR&I program for the SWPP as well.

To address long-standing water quality and quantity problems experienced by residents of northern North Dakota, the NAWS project was authorized by the GRA of 1986 and the DWRA of 2000 under the MR&I grant program. The general purpose of NAWS is to transport abundant Missouri River system water from Lake Sakakawea to a biota water treatment plant (BWTP) before it is piped across the continental divide to Minot, where it will then be treated again before distribution. Construction of NAWS began in 2002, with the main transmission line and associated features built between the city of Minot and Lake Sakakawea. Later in 2002, lawsuits were initiated, delaying the project for years. The District Court ruled in favor of the project in 2017, and that decision was upheld by the Appellate Court in 2019 - ending 17 years of litigation. Since 2019, construction on the NAWS project is back underway with the construction of pipelines, storage reservoirs, pump stations, and water treatment plants.

When completed, it is estimated the total cost of the NAWS project will be about \$440 million. To date, over \$350 million has already been invested, with approximately \$176 million of that total in federal funds. It is important to note, because of Boundary Waters Treaty of 1909 requirements, NAWS has been required to construct the BWTP, which is the first and only one of its kind in the country. This has added additional project costs that were not envisioned when NAWS, and ENDAWS for that matter, were originally planned. As such, BWTP costs are 100 percent the responsibility of the federal government. However, because no federal authorization has been directed specifically for that purpose, North Dakota and the federal government have been forced to use MR&I program funds for Phase I BWTP efforts with about \$59 million in federal funding reimbursements to date, which could have been used for other critical water supply needs. Phase II/III expansion of the BWTP are anticipated to cost approximately \$50 million.

For this reason, we are requesting \$120 million be included in DWRA reauthorization legislation to account for BWTP-related costs, as well as MR&I program funding utilized for study and administrative costs incurred by the US Bureau of Reclamation as necessitated by Boundary Waters Treaty requirements.

The drought-prone Red River in North Dakota is the primary water source for North Dakota's most populated region. Studies show a severe drought, similar to that of the 1930s, will likely repeat by the year 2050. In this event, water supplies in the Red River Valley would be insufficient, and would result in an economic impact of over \$33 billion.

The Red River Valley Water Supply Project (RRVWSP) is needed to mitigate against drought conditions that would cause costly shortages, foster economic development by meeting municipal, rural, and industrial water demands, and promote environmental sustainability with continued growth and industrial development in the region.

ENDAWS, a component providing a bulk water supply to the RRVWSP, is the solution to providing central and eastern North Dakota with a reliable supply of quality water. This component will include the construction of infrastructure to provide up to 165 cubic feet per second (cfs) of water from the McClusky Canal. Water will be delivered through a buried pipeline along a northern route and connected with the main transmission pipeline of the originally-planned RRVWSP. The supplemental and emergency water supply will benefit approximately 50% of ND's population, and is also able to serve communities in western Minnesota if needed.

The \$454 million request for ENDAWS will enable the development of 32 miles of 72-inch main transmission pipeline, an intake on the federal Garrison Diversion Unit McClusky Canal, a biota water treatment plant meeting the Boundary Waters Treaty Act of 1909 regulations, a main pump station, and hydraulic break tanks for the ENDAWS project.

For the SWPP, \$50 million is requested to support the advancement of several projects. The first being the new Southwest Water Treatment Plant (SWTP) expansion project in Dickinson, North Dakota. This project includes the expansion of the 6 million gallon/day (MGD) SWTP to its ultimate capacity of 18 MGD and will allow the retirement of the existing 60-70 year-old City of Dickinson 12 MGD water treatment plant. In addition, main transmission line improvements, strategic hydraulic improvements in multiple service areas, and rural distribution system improvements are planned to support growing water needs in southwest North Dakota.

Additionally, \$63 million is requested to expand rural water systems. North Dakota's rural water systems provide a safe, reliable, high-quality, and affordable water supply to residents, farms, industries, subdivisions, and small communities within the state. Further developing rural water projects across North Dakota is vital in maintaining rural economies by keeping individuals, families, and businesses in rural communities which are the backbone of our state. To meet the growing statewide rural water needs, additional funding is needed to solve water quality and quantity issues. A 2022 study indicated that nearly \$460 million will be needed to meet the 10-year funding need of state rural water projects with an additional \$1 billion needed over the next 20 years. Without significant federal assistance, many systems could not reasonably afford to bring water to people in desperate need and could not comply with the myriad of complex water quality rules and regulations in place.

In addition to the aforementioned financial needs of the State of North Dakota, we also believe the critical water supply needs of Tribal Nations with which we share geography and history should also be realized. As such, we support the \$743 million request from Tribal Nations to be included in DWRA reauthorization legislation.

As part of the \$743 million request for Tribal water supplies, there are critical water infrastructure needs in all of the reservations for which North Dakota shares geography. Project needs are related to water treatment, storage, and distribution – including to areas that today, in 2024, are still hauling water to residents that don't have clean and safe drinking water supplies.

Therefore, as identified by each of the Tribal Nations, we support \$275 million for the Mandan, Hidatsa and Arikara Tribe; \$240 million for the Standing Rock Sioux Tribe; \$118 million for the Spirit Lake Sioux Tribe; \$98 million for the Turtle Mountain Band of Chippewa; and \$12 million for the Sisseton-Wahpeton Oyate Tribe.

We appreciate your consideration of this request to provide funding for crucial water infrastructure that supports advancement of reliable, clean, and sustainable water supplies for the people of North Dakota.

Sincerely,



Andrea Travnicek, Ph.D.
Director
ND Department of Water Resources



Duane Dekrey
General Manager
Garrison Diversion Conservancy Dist.



Mayor Tim Mahoney
Chairman
Lake Agassiz Water Authority



Eric Volk
Executive Director
ND Rural Water Systems Assoc.

Attachment: ND MR&I Program Proposal

ND MR&I WATER SUPPLY PROGRAM

FEDERAL AUTHORIZATION PROPOSAL

	Municipal, Rural, and Industrial	Budget Request
STATE	Eastern North Dakota Alternative Water Supply	\$454M
	Northwest Area Water Supply	\$120M
	Southwest Pipeline Project	\$50M
	Rural Water Systems	\$63M
	State MR&I Total	\$687M
TRIBAL	Mandan, Hidatsa & Arikara Nation	\$275M
	Standing Rock Sioux Tribe	\$240M
	Spirit Lake Sioux Tribe	\$118M
	Turtle Mountain Band of Chippewa	\$98M
	Sisseton Wahpeton Oyate	\$12M
	Tribal MR&I Total	\$743M



North Dakota Total

\$1.4B



August 13, 2024

GARRISON DIVERSION CONSERVANCY
401 HWY 281 NE
CARRINGTON ND 58421-0140

Dear Garrison Diversion Conservancy:

This commitment letter will revise Bank of North Dakota's (BND) As Administrator for the Water Infrastructure Revolving Loan Program, original commitment letter outlining the terms and conditions to the loan that was initially approved on August 16, 2023 to GARRISON DIVERSION CONSERVANCY.

COMMITMENT EXPIRATION: February 16, 2025

All other terms and conditions set forth in the original commitment letter will remain in place.

This revised commitment shall become effective upon your written acceptance by signing and returning to BND at BNDloanfunding@nd.gov. Any request for additional modifications or changes to this or the original commitment must be submitted to BND in writing for approval.

All parties hereby acknowledge the receipt of a copy of this Agreement and all other loan documents. Bank may, on behalf of parties, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the loan documents. Bank may store the electronic image of this Agreement and loan documents in its electronic form and then destroy the paper original as part of Bank's normal business practices, with the electronic image deemed to be an original.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

If you have any questions, please contact us at 800.472.2166 ext 328.5795 or myself at (701) 328-5713.

Sincerely,

Kylee Merkel
Business Banker

Accepted this _____ day of _____, _____

Estimated Funding Date:

GARRISON DIVERSION CONSERVANCY

By:

Title: GM



2024

For the period of January 1, 2024 - Aug 31, 2024

Income	2024	Actual as	8.31.24	Balance of Budget
Dues Income	\$ 30,000.00	\$ 33,300.00		\$ (3,300.00)
Miscellaneous	\$ -	\$ -		\$ -
Cost Share-Interim Finance	\$ 50,000.00			\$ 50,000.00
Total Income	\$ 80,000.00	\$ 33,300.00		\$ 46,700.00
Expenses				
Dues Expenses	\$ 6,500.00	\$ 6,315.00		\$ 185.00
Accounting	\$ 6,500.00	\$ -		\$ 6,500.00
Directors Expense	\$ 500.00	\$ -		\$ 500.00
Insurance	\$ 550.00	\$ 461.00		\$ 89.00
Construction	\$ -	\$ -		\$ -
Engineering	\$ 50,000.00	\$ -		\$ 50,000.00
Property Acquisition/Easements	\$ -	\$ -		\$ -
Adm/Legal/Financial	\$ 141,500.00	\$ 56,641.50		\$ 84,858.50
Total Expenses	\$ 205,550.00	\$ 63,417.50		\$ 142,132.50
Net Income (Loss)	\$ (125,550.00)	\$ (30,117.50)		\$ (95,432.50)

Account Activity

Beg. Bank Balance 1-1-2024		\$ 380,851.56
Income Received		\$ 33,300.00
Total Funds Available		\$ 414,151.56
Ck#1243 Ohnstad Twichell	\$ 4,800.00	
Ck#1244 ND Water Coalition	\$ 1,000.00	
Ch#1245 ND Water Users	\$ 5,000.00	
Ch#1246 Ohnstad Twichell	\$ 4,675.50	
Ch#1247 Ohnstad Twichell	\$ 5,656.50	
Ch#1248 ND Rural Water Systems	\$ 315.00	
Ch#1249 GDCD - Legal Expense(BHFS) Void	\$ -	
Ch#1250 Ohnstad Twichell	\$ 6,961.50	
Ch#1251 Ohnstad Twichell	\$ 11,485.50	
Ch#1252 Insure Forward	\$ 461.00	
Ch#1253 GDCD - Legal Expense(BHFS)	\$ 23,062.50	
Total Expenses	\$ 63,417.50	
Ending Bank Balance		\$ 350,734.06

OHNSTAD TWICHELL, P.C.
Attorneys at Law

18-0014 JTS Invoice # 197679

P.O Box 458
 West Fargo, ND 58078-0458
 701-282-3249

Date: August 1, 2024

To: Lake Agassiz Water Authority
 Email to: BGrubb@FargoND.gov

LAWA PPA & Legal Services

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	9.3	\$450.00	\$4,185.00
KJS	16.7	\$435.00	\$7,264.50
Total Fees:	26		\$11,449.50
Photocopies			\$36.00
Total Expenses:			\$36.00
Grand Total			\$11,485.50
			Rates
JTS	John T. Shockley, Partner, Supervising Attorney		\$450.00
KJS	Katie J. Schmidt, Partner		\$435.00
AJR	Andrea J. Roman, Paralegal		\$235.00

B/G

OHNSTAD TWICHELL, P.C.
 WEST FARGO, NORTH DAKOTA 58078

COST ADVANCES BY US FOR YOUR ACCOUNT, FOR WHICH WE HAVE NOT
 BEEN BILLED, WILL APPEAR ON YOUR NEXT STATEMENT.

INVOICE



Lake Agassiz Water Authority
PO Box 140
Carrington, ND 58421

Customer	Lake Agassiz Water Authority
Acct #	24091
Date	07/30/2024
Customer Service	Jon Erickson Jamie Christensen
Page	1 of 1

Payment Information	
Invoice Summary	\$ 461.00
Payment Amount	
Payment for:	Invoice#386150 GL000321920

Thank You

Please detach and return with payment



Customer: Lake Agassiz Water Authority

Invoice	Effective	Transaction	Description	Amount
386150	08/12/2024	Renew policy	Policy #GL000321920 08/12/2024-08/12/2025 North Dakota Insurance Reserve Fund 24/25 Renewal policy Due Date: 8/22/2024	461.00

Total	
\$	461.00

Thank You

021

Payment due upon receipt of invoice. We appreciate prompt payment to avoid disruption of coverage.

INSURE FORWARD 5650 37th Ave S Fargo, ND 58104	(701)293-9540	Date
		07/30/2024



Invoice

July 29 2024

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

From:
Garrison Diversion Conservancy District
P.O. Box 140
Carrington, ND 58421

To:
Lake Agassiz Water Authority
P.O. Box 140
Carrington, ND 58421

Brownstein, Hyatt Farber-Schreck-Strategic Counseling

25% Cost Share October 2023	\$ 2,562.50
25% Cost Share November 2023	\$ 2,562.50
25% Cost Share December 2023	\$ 2,562.50
25% Cost Share January 2024	\$ 2,562.50
25% Cost Share February 2024	\$ 2,562.50
25% Cost Share March 2024	\$ 2,562.50
25% Cost Share April 2024	\$ 2,562.50
25% Cost Share May 2024	\$ 2,562.50
25% Cost Share June 2024	\$ 2,562.50
	<hr/>
	\$ 23,062.50

Please make check payable to:

Garrison Diversion Conservancy District
P.O. Box 140
Carrington, ND 58421



Lake Agassiz Water Authority

Name	2016 Cost Share	2017 Dues	2017 Cost Share	2018 Cost Share	2018 Dues	2019 Dues	2020 Dues	2021 Dues	2022 Dues	2023 Dues	2024 Dues
City of Aneta											
City of Argusville											
City of Binford					\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00
City of Briarwood		\$100.00			\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00
City of Buffalo		\$250.00			\$ 250.00	\$ 250.00	\$ 250.00		\$ 250.00	250.00	\$ 250.00
City of Buxton											
City of Carrington	\$21,982.50				\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00
City of Casselton		\$250.00									
City of Clifford		\$100.00			\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00		100.00	
City of Colfax		\$100.00			\$ 100.00		\$ 100.00	\$ 100.00	\$ 100.00		
City of Cooperstown		\$250.00	\$1,758.60		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00
City of Davenport		\$100.00			\$ 100.00	\$ 250.00		\$ 250.00	\$ 250.00	250.00	\$ 250.00
City of Devils Lake			\$8,793.00		\$ 500.00	\$ 2,000.00					
City of Drayton											
City of East Grand Forks		\$2,000.00	\$18,465.30		\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	2,000.00	\$ 2,000.00
City of Emerado							\$ 100.00				
City of Enderlin		\$250.00			\$ 250.00						
City of Fairmount									\$ 250.00	250.00	\$ 250.00
City of Fargo		\$4,000.00	\$648,044.10	\$87,930.00	\$4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	4,000.00	\$ 4,000.00
City of Forman	\$89.73	\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00
City of Galesburg		\$100.00						\$ 100.00	\$ 100.00	100.00	\$ 100.00
City of Gilby											
City of Grafton		\$2,000.00	\$17,586.00		\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	2,000.00	\$ 2,000.00
City of Grand Forks		\$4,000.00	\$228,618.00		\$4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00		4,000.00	\$ 4,000.00
City of Grandin		\$100.00			\$ 250.00		\$ 100.00		\$ 100.00		
City of Gwinner					\$ 250.00	\$ 100.00		\$ 100.00	\$ 250.00	100.00	\$ 100.00
City of Hannaford			\$439.65								
City of Havana							\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00
City of Hillsboro	\$4,396.20	\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00
City of Hope		\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00
City of Horace					\$ 250.00	\$ 250.00				250.00	
City of Hunter		\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00
City of Kindred		\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	
City of Langdon	\$1,758.60				\$ 500.00	\$ 500.00					
City of Larimore			\$2,637.90		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00			
City of Lisbon	\$2,901.69	\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00
City of Mantador											
City of Manvel		\$100.00			\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00
City of Mapleton		\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00
City of Mayville	\$4,396.50	\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00
City of McVie	\$879.30				\$ 250.00	\$ 250.00		\$ 250.00	\$ 250.00	250.00	
City of Minto		\$100.00				\$ 100.00	\$ 100.00				
City of Mooreton		\$100.00			\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00
City of Mountain		\$100.00			\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00

Name	2016 Cost Share	2017 Dues	2017 Cost Share	2018 Cost Share	2018 Dues	2019 Dues	2020 Dues	2021 Dues	2022 Dues	2023 Dues	2024 Dues
City of Munich											
City of Neche											
City of Nekoma											
City of Oxbow		\$100.00			\$ 100.00	\$ 100.00	\$ 100.00				
City of Park River		\$250.00	\$3,517.20		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00		250.00	\$ 250.00
City of Pillsbury											
City of Sibley		\$100.00			\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00
City of Tuttle		\$100.00	\$175.86								
City of Valley City		\$2,000.00	\$13,189.50		\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	2,000.00	\$ 2,000.00
City of Wahpeton	\$39,568.50	\$2,000.00			\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00			
City of West Fargo		\$4,000.00			\$4,000.00		\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	4,000.00	\$ 4,000.00
Richland County JDA	\$17,586.00										
Agassiz Water Users District		\$500.00	\$8,793.00		\$ 500.00	\$ 500.00		\$ 500.00	\$ 500.00	500.00	
Barnes Rural Water District		\$500.00	\$4,396.50		\$ 500.00		\$ 500.00	\$ 500.00			
Dakota Rural Water District	\$6,155.10	\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 500.00	500.00	\$ 500.00
Cass Rural Water Users District		\$4,000.00			\$4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	4,000.00	\$ 4,000.00
Central Plains Water District		\$500.00	\$5,275.80								
East Cental Regional Water District											
Grand Forks Traill Water District			\$26,379.00								
Greater Ramsey Water District		\$500.00	\$8,793.00		\$ 500.00	\$ 500.00					
Langdon Rural Water District											
McLean Sheridan Rural Water			\$3,693.06			\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	500.00	\$ 500.00
Moorhead Public Service											\$ 4,000.00
Northeast Reg. Water District	\$26,379.00	\$500.00			\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	500.00	\$ 500.00
North Valley Water District											
Ransom-Sargent Water Users											
South Central Reg. Water Dist			\$4,396.50								
Southeast Water Users District		\$500.00	\$21,982.50		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	500.00	\$ 500.00
Stutsman Rural Water District		\$500.00	\$131,895.00		\$ 500.00	\$ 500.00		\$ 500.00	\$ 500.00	500.00	\$ 500.00
Traill Rural Water District			\$9,672.30		\$ 250.00						
Tri-County Rural Water District		\$250.00	\$8,793.00		\$ 250.00						
Walsh Rural Water District	\$8,793.00	\$500.00				\$ 1,000.00		\$ 1,000.00	\$ 500.00	500.00	\$ 500.00
TOTAL	\$134,886.12	\$33,050.00	\$1,177,294.77	\$87,930.00	\$34,250.00	\$31,500.00	\$ 30,700.00	\$ 33,000.00	\$ 26,400.00	30,650.00	\$ 33,300.00