

STATE WATER COMMISSION
ALLOCATED PROGRAM EXPENDITURES
FOR THE PERIOD ENDED JANUARY 31, 2010
BIENNIUM COMPLETE: 29%

PROGRAM	SALARIES/ BENEFITS	OPERATING EXPENSES	GRANTS & CONTRACTS	2-Mar-10 PROGRAM TOTALS
ADMINISTRATION				
Allocated	1,812,056	1,212,732		3,024,788
Expended	504,547 28%	245,920 20%		750,467 25%
			Funding Source:	
			General Fund:	715,784
			Federal Fund:	34,683
			Special Fund:	0
PLANNING AND EDUCATION				
Allocated	1,192,175	208,511	99,000	1,499,686
Expended	334,389 28%	49,712 24%	27,602 28%	411,703 27%
Percent				
			Funding Source:	
			General Fund:	323,304
			Federal Fund:	58,509
			Special Fund:	29,890
WATER APPROPRIATION				
Allocated	3,633,879	483,162	1,078,935	5,195,976
Expended	1,016,908 28%	126,007 26%	136,228 13%	1,279,143 25%
Percent				
			Funding Source:	
			General Fund:	1,142,915
			Federal Fund:	0
			Special Fund:	136,228
WATER DEVELOPMENT				
Allocated	5,041,486	4,837,457	225,000	10,103,943
Expended	1,388,264 28%	1,399,458 29%	182,577 81%	2,970,299 29%
Percent				
			Funding Source:	
			General Fund:	1,284,063
			Federal Fund:	774,065
			Special Fund:	912,171
STATEWIDE WATER PROJECTS				
Allocated			203,185,070	203,185,070
Expended			20,653,569 10%	20,653,569 10%
Percent				
			Funding Source:	
			General Fund:	0
			Federal Fund:	0
			Special Fund:	20,653,569
ATMOSPHERIC RESOURCE				
Allocated	854,950	712,830	4,694,692	6,262,472
Expended	254,171 30%	53,111 7%	431,127 9%	738,409 12%
Percent				
			Funding Source:	
			General Fund:	208,947
			Federal Fund:	0
			Special Fund:	529,463
SOUTHWEST PIPELINE				
Allocated	400,498	1,665,314	37,556,958	39,622,770
Expended	111,383 28%	529,563 32%	2,711,284 7%	3,352,229 8%
Percent				
			Funding Source:	
			General Fund:	0
			Federal Fund:	9,116
			Special Fund:	3,343,113
NORTHWEST AREA WATER SUPPLY				
Allocated	530,958	6,229,700	50,289,114	57,049,772
Expended	125,412 24%	1,183,379 19%	10,959,561 22%	12,268,353 22%
Percent				
			Funding Source:	
			General Fund:	0
			Federal Fund:	7,517,718
			Special Fund:	4,750,634
PROGRAM TOTALS				
Allocated	13,466,002	15,349,706	297,128,769	325,944,477
Expended	3,735,074 28%	3,587,149 23%	35,101,949 12%	42,424,173 13%
Percent				
FUNDING SOURCE:	ALLOCATION	EXPENDITURES	REVENUE	
GENERAL FUND	14,124,223	3,675,013	GENERAL FUND:	148,612
FEDERAL FUND	67,070,358	8,394,092	FEDERAL FUND:	8,359,130
SPECIAL FUND	244,749,896	30,355,068	SPECIAL FUND:	28,458,930
TOTAL	325,944,477	42,424,173	TOTAL:	36,966,672

STATE WATER COMMISSION
 PROJECTS/GRANTS/CONTRACT FUND
 2009-2011 BIENNIUM

	<i>Jan-10</i>				
	BUDGET	SWC/SE APPROVED	OBLIGATIONS EXPENDITURES	REMAINING UNOBLIGATED	REMAINING UNPAID
CITY FLOOD CONTROL					
FARGO/RIDGEWOOD	2,084,750	2,084,750	2,033,809	0	50,941
FARGO	45,000,000	45,000,000	0	0	45,000,000
MRI	37,505,101	33,920,657	4,568,196	3,584,444	29,352,461
IRRIGATION DEVELOPMENT	1,294,439	294,439	51,411	1,000,000	243,028
GENERAL WATER MANAGEMENT					
OBLIGATED	16,151,505	16,151,505	2,492,786	0	13,658,719
UNOBLIGATED	18,922,551			18,922,551	0
MISSOURI RIVER MANAGEMENT	372,000	372,000	0	0	372,000
FLOOD CONTROL					
BALDHILL DAM	92,832	92,832	0	0	92,832
RENWICK DAM	1,478,190	1,478,190	0	0	1,478,190
UPPER MAPLE RIVER DAM	112,500	112,500	0	0	112,500
RED RIVER WATER SUPPLY	3,000,000	3,000,000	1,007,546	0	1,992,454
DEVILS LAKE					
BASIN DEVELOPMENT	102,000	102,000	9,200	0	92,800
DIKE	25,350,000	25,350,000	2,630,000	0	22,720,000
OUTLET	16,661,325	16,661,325	475,008	0	16,186,317
OUTLET OPERATIONS	3,000,000	3,000,000	887,917	0	2,112,083
NELSON COUNTY	636,064	636,064	0	0	636,064
US GS MODEL STUDY	223,750	23,750	0	200,000	23,750
WEATHER MODIFICATIONS	225,000	225,000	0	0	225,000
SOUTHWEST PIPELINE PROJECT	14,782,474	14,782,474	3,273,140	0	11,509,334
NORTHWEST AREA WATER SUPPLY	10,832,918	10,832,918	(204,327)	0	11,037,245
TOTALS	197,827,399	174,120,404	17,224,686	23,706,995	156,895,718

**STATE WATER COMMISSION
PROJECTS/GRANTS/CONTRACT FUND
2009-2011 Biennium**

PROGRAM OBLIGATION

Approve SWC By	No	Dept		Initial Approved Date	Total Approved	Total Payments	Jan-10 Balance
City Flood Control:							
SWC	1927	5000	Fargo/Ridgewood Flood Control Project	6/22/2005	2,084,750	2,033,809	50,941
SWC	1928	5000	Fargo Flood Control Project	6/23/2009	45,000,000	0	45,000,000
Subtotal City Flood Control					47,084,750	2,033,809	45,050,941
MRI Advances:							
SWC	2373-04	5000	Lakota WS (Tri-Co WD)	7/17/2007	118,135	0	118,135
	2373-09	5000	South Central RWD (Phase II)	6/23/2008	2,350,000	0	2,350,000
	2373-13	5000	All Seasons Rural Water - (Upham)	7/17/2007	128,000	0	128,000
	2373-15	5000	North Central Rural Water Consortium (S. Benson Cou)	12/7/2007	916,000	0	916,000
	2373-15	5000	North Central Rural Water Consortium (Anamoose/Ber)	6/23/2008	3,295,000	0	3,295,000
	2373-27	5000	Trail Regional Rural Water (Phase I)	1/25/2008	3,167,000	2,206,307	960,693
	2373-16	5000	Trail Regional Rural Water (Phase II)	6/23/2008	2,137,748	1,173,202	964,546
	2373-24	5000	Trail Regional Rural Water (Phase III)	8/18/2009	1,300,000	239,297	1,060,703
MRI Grants:							
	2373-19	5000	City of Washburn Water Supply	4/28/2009	1,500,000	155,175	1,344,825
	2373-17	5000	City of Parshall	6/23/2008	1,666,774	201,916	1,464,858
	2373-18	5000	Ray-Tioga Water Supply	12/17/2008	4,200,000	459,909	3,740,091
	2373-25	5000	McKenzie Phase II	6/23/2009	1,500,000	0	1,500,000
	2373-26	5000	Valley City Water Treatment Plant	8/18/2009	9,200,000	0	9,200,000
HB No. 1305 Permanent Oil Tax Trust Fund							
	2373-21	5000	Burke, Divide, Williams Water District	6/23/2009	985,000	0	985,000
	2373-22	5000	Ray & Tioga Water Supply Association	6/23/2009	864,000	98,552	765,448
	2373-23	5000	City of Wildrose	6/23/2009	593,000	33,838	559,162
Subtotal MRI					33,920,657	4,568,196	29,352,461
Irrigation Development:							
SWC	1389	5000	BND AgPace Program	10/23/2001	194,439	26,411	168,028
SWC	AOC/IRA	5000	ND Irrigation Association	7/20/2009	100,000	25,000	75,000
Subtotal Irrigation Development					294,439	51,411	243,028
General Water Management							
Hydrologic Investigations:							
					880,000		
SWC	862	3000	Arletta Herman	4/7/2008	1,100	1,100	0
	1400/7	3000	Houston Engineering Water Permit Application Review	4/2/2009	1,584	800	784
	1400/8	3000	Houston Engineering Water Permit Application Review	6/2/2009	7,500	7,473	27
	1400/9	3000	Houston Engineering Water Permit Application Review	1/1/2010	6,500	0	6,500
	1690	3000	Mary Lou McDaniel	5/6/2009	1,444	1,733	(289)
	1703	3000	Neil Flaten	4/7/2008	1,789	2,087	(298)
	1707	3000	Neil Flaten	4/7/2008	1,385	1,615	(231)
	1714	3000	David Robbins	5/7/2009	593	593	0
	1761	3000	Gloria Roth	5/6/2009	525	525	0
	1761	3000	Fran Dobits	4/7/2008	837	837	0
	1393	3000	US Geological Survey, US Dept. Of Interior StreamSta	7/16/2009	39,008	8,670	30,338
	1395A	3000	US Geological Survey, US Dept. Of Interior Stream Ga	11/12/2009	381,980	95,495	286,485
	1395	3000	US Geological Survey, US Dept. Of Interior Water Qua	10/21/2009	13,205	0	13,205
	1395D	3000	US Geological Survey, US Dept. Of Interior Eaton Irri:	10/1/2009	15,300	15,300	0
					62,265	25,433	36,832
					817,736		
Hydrologic Investigations Obligations Subtotal							
Remaining Hydrologic Investigations Authority							
Hydrologic Investigations Authority Less Payments							
General Projects Obligated					14,982,032	2,067,085	12,914,947
General Projects Completed					289,473	289,473	0
Subtotal General Water Management					16,151,505	2,492,786	13,658,719

STATE WATER COMMISSION
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2009-2011 Biennium

PROGRAM OBLIGATION

Approve SWC By	No	Dept		Initial Approved Date	Total Approved	Total Payments	Jan-10 Balance
Missour River Management:							
SWC	1943	5000	Missouri River Siltation Assessment Study	10/12/2006	30,000	0	30,000
SWC	1963	5000	Beaver Bay Embankment Feasibility Study	8/10/2009	342,000	0	342,000
Subtotal					372,000	0	372,000
Flood Control:							
SWC	300	5000	Baldhill Dam Flood Pool Raise	4/30/1998	92,832	0	92,832
SWC	849	5000	Renwick Dam Rehabilitation	6/23/2008	1,478,190	0	1,478,190
SWC	1878-02	5000	Upper Maple River Dam Project Dev & Preliminary Eng	9/29/2008	112,500	0	112,500
Subtotal Flood Control					1,683,522	0	1,683,522
SWC	1912	5000	Red River Valley Water Supply Project - GDCD	3/17/2008	3,000,000	1,007,546	1,992,454
Subtotal					3,000,000	1,007,546	1,992,454
Devils Lake Basin Development:							
SWC	416-01	5000	2009-11 Devils Lake Basin Joint Water Resource Man:	6/23/2009	60,000	0	60,000
SWC	416-02	5000	City of Devils Lake Levee System Extension & Raise	12/6/2002	25,350,000	2,630,000	22,720,000
SWC	416-05	2000	2009-11 Devils Lake Outlet Awareness Manager	6/23/2009	42,000	9,200	32,800
SWC	416-07	5000	Devils Lake Outlet	2/20/2002	16,661,325	475,008	16,186,317
SWC	416-10	4700	Devils Lake Outlet Operations	8/18/2009	3,000,000	887,917	2,112,083
SWC	416-11	4700	US Dept of Interior - DL Outlet alternative pumping opt	8/13/2009	10,000	0	10,000
SWC	416-11	4700	US Dept of Interior - Lake Ashtabula Monitoring	8/13/2009	13,750	0	13,750
SWC	1932**	5000	Michigan Spillway Rural Flood Assessment Drain	8/30/2005	620,711	0	620,711
SWC	1131*	5000	Nelson County Central Hamlin Rural Flood Control	9/17/2009	8,940	0	8,940
SWC	1131	5000	Nelson County Channel Maintenance & Misc	9/17/2009	6,413	0	6,413
Devils Lake Subtotal					45,773,139	4,002,125	41,771,014
SWC		7600	Weather Modification	7/1/2009	225,000	0	225,000
SWC	1736	8000	Southwest Pipeline Project	7/1/2009	14,782,474	3,273,140	11,509,334
SWC	2374	9000	Northwest Area Water Supply	7/1/2009	10,832,918	(204,327)	11,037,245
TOTAL					174,120,404	17,224,686	156,895,718

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2009-2011 Biennium
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SWC	249	5000	2009 Mott Dam Emergency Action Plan	6/23/2009	25,000	0	25,000
SWC	281	5000	2007-09 Three Affiliated Tribes/Fort Berthold Irrigation Study	3/23/2009	80,000	0	80,000
SWC	322	5000	2009-11 Red River Basin Mapping Initiative/Tri-College LiDAR	6/23/2009	700,000	200,000	500,000
SWC	322	5000	2009-11 Long-Term Red River Flood Control Solutions Study	6/23/2009	500,000	0	500,000
SWC	322	5000	ND Water: A Century of Challenge	12/10/2004	34,300	0	34,300
SWC	327	5000	2009-11 White Earth Dam EAP	8/18/2009	25,000	0	25,000
SE	353	5000	2009-11 Cedar Lake Dam, Emergency Action Plan	7/15/2009	9,600	0	9,600
SE	394	5000	2007-09 Odland Dam Spillway Rehabilitation	8/25/2008	16,700	0	16,700
SE	420	5000	Mirror Lake One-Foot Pool Raise	9/17/2009	18,282	0	18,282
SWC	528	5000	2009 McGregor Dam Emergency Action Plan	6/23/2009	25,000	0	25,000
SE	560	5000	2009 Blacktail Dam Emergency Action Plan	5/28/2009	9,600	0	9,600
SE	568	5000	2008 Sheyenne River Snagging & Clearing Project	4/11/2008	5,000	0	5,000
SWC	571	5000	2009-11 Oak Creek Bank Stabilization Project	8/18/2009	33,250	0	33,250
SE	586	5000	2009 Short Creek Dam Emergency Action Plan	5/28/2009	9,600	0	9,600
SWC	568	5000	2009-11 Southeast Cass WRD Sheyenne River Snagging & Clearing Project	12/11/2009	165,000	0	165,000
SWC	568	5000	2009-11 Richland Co. Sheyenne River Snagging & Clearing Project	12/11/2009	47,500	0	47,500
SWC	576	5000	2009-11 City of Mandan - Missouri River Emergency Bank Stabilization	12/11/2009	33,429	0	33,429
SWC	620	5000	2008 Mandan Flood Control Protective Works (Levee)	9/29/2008	125,396	0	125,396
SWC	642-05	5000	2007-09 Sweetbriar Creek Dam Project	3/6/2009	683,400	83,620	599,780
SWC	660	5000	2009-11 City of Manan - Lower Heart River Bank Stabilization	12/11/2009	63,808	0	63,808
SE	662	5000	2009 WCWRD'S Park River Snagging & Clearing Project	6/30/2009	1,948	0	1,948
SWC	847	5000	Maple River - Retention Study Rush River Joint WRD	8/15/2002	25,000	0	25,000
SWC	847	5000	2007-09 Swan Creek FC Diversion Ditch	6/23/2008	1,640,992	965,239	675,753
SE	847	5000	2009-11 Swan Buffalo Detention Dam No. 5 Emergency Action Plan	7/20/2009	20,000	0	20,000
SE	847	5000	2009-11 Swan Buffalo Detention Dam No. 8 Emergency Action Plan	8/7/2009	20,000	0	20,000
SE	847	5000	2009-11 Swan-Buffero Detention Dam No. 12 Emergency Action Plan	10/18/2009	20,000	0	20,000
SE	847	5000	2009-11 Absaraka Dam Safety Analysis	8/31/2009	5,719	0	5,719
SWC	847	5000	2009-11 Swan Creek Diversion Channel Improvement Reconstruction	12/11/2009	76,528	0	76,528
SE	870	5000	2009-11 Crown Butte Dam Emergency Action Plan	7/10/2009	9,600	0	9,600
SWC	928/988/1	5000	2008 Southeast Cass WRD Bols, Wild Rice, & Antelope	6/23/2008	60,000	0	60,000
SE	985	5000	2009 Kolding Dam Emergency Action Plan	5/29/2009	9,600	0	9,600
SWC	1068	5000	2009-11 Cass County Drain No. 12 Improvement Reconstruction	8/18/2009	500,000	0	500,000
SWC	1069	5000	2009-11 Cass County Drain No. 13 Improvement Reconstruction	8/18/2009	145,472	0	145,472
SWC	1070	5000	2009-11 Cass County Drain No. 14 Improvement Recon	8/18/2009	500,000	0	500,000
SWC	1080	5000	2007-09 Cass County Drain No. 27 Improvement Recon	10/24/2007	94,197	0	94,197
SWC	1088	5000	2009-11 Cass County Drain No. 37 Improvement Recon	8/18/2009	158,535	0	158,535
SWC	1093	5000	2008 Cass Co. Drain No. 45 Extension Project	3/17/2008	150,800	0	150,800
SWC	1140	5000	Pembina County Drain No 11 Outlet Improvement	9/21/2009	53,599	0	53,599
SWC	1155	5000	2008 Pembina Co. Drain No. 42 Partial Impr.Recon.	3/17/2008	4,679	0	4,679
SWC	1176	5000	2008 Richland Co. Drain No. 2 Partial Improvement Recon.	3/17/2008	5,791	0	5,791
SWC	1232	5000	2009-11 Traill County Drain No. 13 Channel Extension Project	8/18/2009	23,575	0	23,575
SWC	1249	5000	2008 Traill Co. Drain No. 34 Partial Improvement Recon	3/17/2008	255,629	107,601	148,028
SWC	1289	5000	2007-09 Noxious Weed McKenzie County -Sovereign	10/24/2007	7,247	0	7,247
SWC	1328	5000	2007 Cass County Drain No. 23 Area Improvement	7/17/2007	35,980	0	35,980
SWC	1378	5000	2007-11 Barnes Co. Clausen Springs Dam Construction Repair	12/11/2009	1,300,000	0	1,300,000
SE	1382	5000	2009-11 Camel Butte Dam Emergency Action Plan	7/24/2009	9,600	0	9,600
SWC	1401	5000	International Boundary Roadway Dike Pembina	9/21/2009	260,238	0	260,238
SWC	1413	5000	2009 TCWRD Buffalo Coulee Snagging & Clearing Project	6/23/2009	49,000	4,281	44,719
SWC	1431	5000	2009-11 US Geological Survey, DOI Report Describing Peak Discharge Periods	8/5/2009	20,000	0	20,000
SWC	1438	5000	2008 Mulberry Creek Drain Partial Improv Phase II	3/17/2008	46,816	0	46,816
SE	1471	5000	2009-11 Erie Dam Emergency Action Plan	7/24/2009	20,000	0	20,000
SWC	1509	5000	2009-11 Sheyenne River Watershed Flood Water Detention Study	7/20/2009	75,000	0	75,000
SE	1515	5000	2009-11 US Geological Survey - monitoring gages Cottonwood Creek Dam	10/18/2009	8,260	0	8,260
SWC	1523	5000	2008 Souris River Golf Course Area Bank Stabilization	9/29/2008	31,612	0	31,612
SE	1556	5000	2009 Indian Creek Dam Emergency Action Plan	5/28/2009	9,600	0	9,600
SWC	1572	5000	Bumt Creek Floodway Diversion Channel	4/30/2008	121,091	0	121,091
SWC	1591	5000	Revision of Handbook ND Water Managers Proj	4/12/2007	14,750	0	14,750
SE	1625	5000	High Water Mark Delineation Methods & Guidelines	10/24/2007	54,048	0	54,048
SWC	1625	5000	OHWB Delineations MT/ND Border Yellowstone & Missouri	10/29/2008	75,000	0	75,000
SE	1625	5000	2009-11 Missouri River Contract - Environmental Service Bartlett & West	9/21/2009	5,900	0	5,900
SWC	1638	5000	2009-11 Red River Basin Non-NRCS Rural/Farmstead Ring Dike Program	6/23/2009	800,000	201,007	598,993
SWC	1667	5000	2009-11 Traill County Goose River Snagging & Clearing Project	12/11/2009	46,500	0	46,500
SWC	1705	5000	2009-11 Red River Basin Flood Control Coordinator Position	7/24/2009	36,000	0	36,000
SWC	1751-06	5000	2009-11 Southeast Cass WRD/Flood Imagery Project	1/18/2010	30,014	0	30,014
SWC	1785	5000	2009-11 Maple River Dam EAP	8/18/2009	25,000	0	25,000
SE	1785	5000	2009-11 Sweetbriar Dam EAP	2/17/2010	15,200	0	15,200
SWC	1792	5000	2009-11 SE Cass Wild Rice River Dam Study Phase II	12/11/2009	130,000	0	130,000
SE	1808	5000	2009-11 Beaver Creek Dam Emergency Action Plan	7/14/2009	20,000	0	20,000
SE	1842	5000	2009-11 SCWRD Wild Rice River Snagging & Clearing	5/28/2009	20,000	15,669	4,331
SWC	1842	5000	2009-10 SCWRD Wild Rice River Snagging & Clearing	12/11/2009	115,000	0	115,000
SWC	1842	5000	2009 Richland Co. Sheyenne River & Wild Rice River Snagging & Clearing	12/11/2009	39,500	0	39,500
SWC	1859	5000	2009-11 Section NPS 319 ND Health Dept	8/18/2009	200,000	0	200,000
SWC	1869	5000	2008 McDowell Dam Emergency Action Plan	9/29/2008	25,000	0	25,000

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SWC	18502	5000	(2008) Drought Disaster Livestock Water Supply	5/14/2008	571,747	153,634	418,113
SWC	1921	5000	Square Butte Dam No. 6/Recreational Facility	3/23/2009	882,030	0	882,030
SWC	1934	5000	2007-08 Traill County WRD Elm River Snagging	12/7/2007	24,500	0	24,500
SWC	1934	5000	2009 Elm River Snagging & Clearing Project Trial	12/5/2008	3,266	0	3,266
SWC	1941	5000	Walsh County Assessment Drain 4A Construction	9/21/2009	81,594	0	81,594
SWC	1942	5000	Walsh County Assessment Drain 10, 10-1, 10-2	9/21/2009	273,056	0	273,056
SE	1943	5000	2009-11 Missouri River/Oahe Delta Flood Hazard Mitigation Evaluation Project	8/10/2009	12,000	0	12,000
SWC	1948	5000	2008 Cass Co. Drain No. 67 Construction Project	3/25/2008	334,250	180,100	154,150
SWC	1950	5000	2008 Cypress Creek Drain No. 2 Construction	6/23/2008	22,400	21,559	841
SWC	1951	5000	2007-09 Lynchburg-Buffalo Drain Improvement	8/31/2009	1,000,000	11,474	988,526
SWC	1953	5000	2009-11 Walsh County Drain No. 73 Construction Project	8/18/2009	96,990	0	96,990
SWC	1960	5000	2009-11 Puppy Dog Flood Control Drain Construction	8/18/2009	796,976	0	796,976
SE	1961	5000	2009-11 Pembina County Drain No. 69 Extension Construction Project	8/10/2009	7,793	0	7,793
SWC	1964	5000	2009-11 Hydraulic Effects of Rock Wedges Study- UND	11/12/2009	50,000	0	50,000
SWC	1965	5000	2009-11 ND Silver Jackets Team Charter & Action Plan	11/12/2009	75,000	0	75,000
SWC	1131*	5000	Nelson County Central-Hamlin Rural Flood	9/17/2009	47,020	37,541	9,479
SWC	1932**	5000	Michigan Spillway Rural Flood Assessment	8/30/2005	311,696	8,492	303,204
SE	PBS	5000	2009-11 PBS Documentary on Soil Salinity/Lake Agassiz RC & D	1/29/2010	1,000	0	1,000
SWC	AOC/RRB	5000	2009-11 Red River Basin Commission Contractor	7/1/2009	200,000	50,000	150,000
SWC	AOC/WEF	5000	2009-11 North Dakota Water Magazine	7/20/2009	36,000	9,000	27,000
SWC	CON/WILI	5000	2009-11 Will & Carlson Consulting Contract	8/24/2009	70,000	11,227	58,773
SE	PS/WRD/1	5000	Missouri River Joint Water Board, Start up	12/5/2008	14,829	0	14,829
SE	PS/WRD/1	5000	Missouri River Joint Water Board (MRRIC) T. FLECK	6/30/2009	20,000	6,141	13,859
SE	PS/WRD/1	5000	2009-11 Upper Sheyenne River WRB Administration	7/10/2009	12,000	500	11,500
TOTAL					14,982,032	2,067,085	12,914,947

**STATE WATER COMMISSION
PROJECTS/GRANTS/CONTRACT FUND
2009-2011 Biennium
Resources Trust Fund**

COMPLETED GENERAL PROJECTS

Approved By	SWC No	Dept		Initial Approved Date	Total Approved	Total Payments	Jan-10 Balance
SE	420	5000	2009 Mirror Lake Dam Safety Repair	10/14/2009	12,220	11,887	333
SE	450	5000	2007-09 Sykeston Dam 2008 Emergency Action Plan	11/25/2008	7,840	7,839	1
SWC	568	5000	2009 Sheyenne River Snagging & Clearing Project	12/5/2008	135,000	75,085	59,915
SE	671	5000	2007-09 Harvey Dam 2008 Emergency Action Plan	11/25/2008	7,840	7,837	3
SWC	988	5000	Southeast Cass WRD Antelope Creek Eng Feas	10/12/2006	40,000	40,000	0
SWC	1084	5000	2008 Cass Co. Drain No. 32 Partial Improvement Recon	3/17/2008	68,538	13,150	55,388
SWC	1238	5000	2009-11 Traill County Drain No. 19 Legal/Ext Outlet	8/18/2009	46,187	46,187	0
SWC	1334	5000	Traill County Drain No. 38 Reconstruction	6/30/2009	57,631	0	57,631
SE	1378	5000	2009-11 Clausen Springs Dam Incremental Risk Assessr	12/22/2009	9,179	9,179	0
SE	1378	5000	2009-11 Clausen Springs Dam Feasibility Study of Improv	12/10/2009	7,921	7,921	0
SE	1378	5000	2009-11 Clausen Springs Dam Emergency Watershed &	8/31/2009	9,418	9,418	0
SWC	1403	5000	2009-11 ND Water Resources Research Institute Fellows	12/11/2009	13,850	13,850	0
SWC	1461	5000	2008 Pembina River Area Bank Stabilization Project	12/5/2008	24,307	0	24,307
SE	1849	5000	2008 Tongue River Diversion Channel Rock Project	11/25/2008	19,087	17,994	1,093
SE	1921	5000	2009 Square Butte Dam No. 6/Emergency Action Plan	3/9/2009	16,000	11,040	4,960
SWC	1936	5000	Nash Drain Extension Construction Proj	10/12/2006	19,913	14,399	5,514
SWC	1947	5000	Cass County Drain No. 62, Maple River WRD	4/30/2008	39,787	3,687	36,100
TOTAL					534,718	289,473	245,245

SOUTHWEST PIPELINE PROJECT WATER SERVICE CONTRACT

Contract No.: 1736-35
Customer Entity: City of Hazen

I. PARTIES

This contract is between the Southwest Water Authority (the "Authority"), the North Dakota State Water Commission (the "Commission"), and the City of Hazen (the "Customer").

II. INTRODUCTION

1. The Commission is developing a water pipeline, water supply, and water distribution project known as the Southwest Pipeline Project (the "Project").
2. The Authority, created under North Dakota Century Code § 61-24.5, provides operation, maintenance, and management of the Project.
3. In 1995, the Commission entered into an agreement with the Authority transferring to the Authority the completed portions of the Project for operation, maintenance, and management (the "1995 Agreement").
4. Under North Dakota Century Code § 61-24.5-09 the Authority may enter into water service contracts to deliver and distribute water, and to collect charges for such delivery.
5. The Customer desires to enter into a water service contract, pursuant to the laws of the state of North Dakota, for a water supply from the Project for use by the Customer, for which the Customer will make payment to the Authority as set forth in this contract.

III. DEFINITIONS

The following definitions apply to this contract:

1. "Additional water" means water purchased by the Customer at a flow rate greater than the maximum flow rate specified in this contract.
2. "Base consumer price index" means the consumer price index, as defined herein, as of January 1, 1995.
3. "Capital costs" means all the costs incurred by the Commission related to construction of the Project, including the costs of surveys, engineering studies, exploratory work, designs, preparations of construction plans and specifications, acquisitions, acquisitions

of lands, easements and rights-of-way, relocation work, and related essential legal, administrative and financial work. "Capital costs" shall not include the Customer distribution system costs.

4. "Consumer price index" hereinafter referred to as "CPI" means the consumer price index for all urban consumers, which is a monthly statistical measure of the average change in prices in a fixed market basket of goods and services. The CPI is based on the prices of food, clothing, shelter, fuel, drugs, transportation fares, doctors' and dentists' fees, and other goods and services that people buy for day-to-day living.
5. "Customer" means the city of Hazen.
6. "Customers" means those persons, municipalities, rural water cooperatives, corporations, and other entities which have entered into and executed water service contracts with the Authority for the purchase of water from the Project.
7. "Customer distribution system" means all infrastructure from the point of delivery that extends onto the Customer's property, including any storage, clearwell, pump, service line, distribution line, appurtenances and all related items intended for the distribution of water for domestic, business, industrial and public use.
8. "Customer distribution system costs" means all costs for and related to the Customer distribution system.
9. "Domestic use" means the use of water by an individual, or by a family unit or household, for personal needs and for drinking, washing, sanitary, and culinary uses.
10. "Estimated water rate for operation, maintenance, and replacement" means the estimated rate per each one thousand (1,000) gallons of water for operation, maintenance and replacement costs, for establishing and maintaining operating reserves of the Project and for the accumulation and maintenance of a reserve fund for replacement purposes. This rate is determined by dividing total costs the Authority estimates it will incur during a year for operation, maintenance, and replacement by the total number of one thousand (1,000) gallon units of water which the Authority estimates it will sell to its customers during the same year.
11. "Manager" means the person employed by the Authority to be in charge of and supervise the Authority and its powers and duties.
12. "Maximum flow rate" means the maximum number of gallons of water that the Authority may deliver to the Customer during any one minute time period.
13. "Minimum annual water purchase" means the minimum gallons of water which the Customer must purchase and pay for during a year.

14. "Operation, maintenance, and replacement costs" means the cost for operation and maintenance, for establishing and maintaining operating reserves of the Project and for the accumulation and maintenance of a reserve fund for replacement purposes. Operation, maintenance, and replacement costs shall be referred to in this contract as OM&R costs.
15. "Point of delivery" means the location where the Project delivers water to the Customer, from which point the Customer is responsible for conveyance of the water for its intended use.
16. "Potable water" means water fit for human consumption.
17. "Unallocated capacity" means the capacity of the Project which is not allocated and contractually committed to customers by virtue of raw and/or potable water service contracts.
18. "Water rate for capital costs" means the rate per each one thousand (1,000) gallons of water to be paid by the customers for capital costs of the Project.
19. "Year" means the period from January 1 through December 31, both dates inclusive.

IV. TERM OF CONTRACT

1. This contract shall remain in effect for forty (40) years after the date of the first water delivery to the Customer, unless terminated sooner by mutual agreement of the parties.
2. Under terms and conditions mutually agreeable to the parties to this contract, renewals of this contract may be made for successive periods not to exceed forty (40) years from the date of renewal.

V. WATER SERVICE: DELIVERY OF WATER

The Authority will deliver water to the Customer in accordance with the following terms and provisions:

1. All water supplied to the Customer shall be potable treated water that meets water quality standards of the North Dakota Department of Health.
2. The Customer hereby agrees to purchase and make payment for not less than 100,000 gallons per year (minimum annual water purchase) during the entire term of this contract.
3. The maximum flow rate is 550 gallons per minute total for all connections to the Customer.
4. The Authority will deliver to the Customer any water which the Customer desires to purchase, at a flow rate not to exceed the maximum flow rate specified in this contract.

The Authority is not obligated to supply water at a greater flow rate than the maximum flow rate specified in this contract. If there is unallocated capacity in the Project to the Customer's point of delivery, the Authority may allow delivery of additional water at a flow rate greater than the maximum flow rate specified in this contract. If the Customer desires to secure a contractual right to a greater maximum flow rate than specified in this contract, this contract must be amended in writing to provide for such a greater maximum flow rate. At such time the Authority may or may not require an increase in the minimum annual water amount.

5. The flow rate set forth is provided to meet the Customer's needs on a constant flow basis. Should the Customer request or require demand flow service, the Customer may request such service from the Authority. As consideration for receiving this type of service, the Customer agrees to pay, as the water rate for capital costs, an amount equal to two (2) times the water rate for capital costs paid for constant flow service. If the Customer desires to secure a contractual right to demand flow service, this contract must be amended to provide for demand flow service.
6. The Authority will supply water to the Customer at the point of delivery at a pressure range of 20 psi to 35 psi. If the Customer requests that the Authority supply pressure outside the range of 20 psi to 35 psi, and the Authority determines that it can provide the requested pressure, the Customer shall pay the Authority the cost incurred by the Authority in providing the requested pressure.
7. The Customer is responsible for and shall pay all Customer distribution system costs.
8. No liability shall accrue and the Customer agrees it shall be fully responsible and shall not be entitled to any remedy arising from any water shortages or other interruptions in water deliveries resulting from accident to or failure of the Project. The Customer's duties under this contract shall not be reduced or altered by reason of such shortages or interruptions.
9. The Authority has the right during times of water shortage, from any cause, to interrupt water service to the Customer.
10. The Authority may temporarily discontinue or reduce the amount of water supplied to the Customer for the purpose of maintaining, repairing, replacing, investigating or inspecting any of the facilities and works necessary for supplying water. To the extent possible, the Authority will give reasonable advance notice of any temporary discontinuance or reduction. No advance notice is required in case of an emergency. In no event shall any liability accrue against the Authority, the Commission, or any of their officers, agents, or employees for any damage or inconvenience direct or indirect, arising from such temporary discontinuance or reduction for maintenance and repair purposes.
11. The Commission will pay for and install, at the point of delivery, a meter and any other equipment necessary to measure the quantity of water supplied to the Customer ("metering equipment"). The Commission will provide an underground prefabricated

steel meter vault ("vault") for purposes of controlling flow and measuring the quantity of water supplied to the Customer. The vault shall include an access hatch and steel vent pipes that terminate three to five feet above ground. The Customer shall dedicate an area for the installation, operation, maintenance, and repairs of the vault and shall provide vehicular access to the vault. Upon installation, the Authority shall operate and maintain the metering equipment. If the Customer believes the measurement of water delivered to be in error, it shall present a written claim to the Authority, either in person or by certified mail. A claim presented after a payment has become delinquent does not prevent the Authority from discontinuing service to the Customer. The Customer shall continue to make payments for water service after a claim has been presented; however, the payment will be under protest and will not prejudice the Customer's claim. After the Customer presents its claim and advances the cost of calibration, the Authority will calibrate the meter. If the meter is found to over-register by more than two percent (2%) of the correct volume, the Authority will refund the Customer's advance for the cost of calibration and the readings for that meter shall be corrected for the twelve (12) months preceding the calibration by the percentage of inaccuracy determined by the calibration. The amount of any overpayment as a result of over-registration shall be applied first to any delinquent payments for water service, and at the option of the Customer, the Authority shall refund or credit the Customer upon future payments for water service. If any meter fails to register for any period, the amount of water delivered during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless the Authority and the Customer agree upon a different amount. The Customer and the Authority shall have access to the meter at all reasonable times for the purpose of verifying its readings.

12. The Customer shall be responsible for the control and use of all water in the Customer distribution system and shall pay all costs related to service, maintenance, and repair of the Customer distribution system. The Customer is responsible for the control, distribution, and use of water delivered under this contract, and the operation, maintenance and replacement of the Customer distribution system.
13. The point of delivery under this contract is a single connection adjacent to the Customer's Hilltop Reservoir located in the SW ¼ of the NW ¼ of Section 7 in Township 144 North, Range 86 West. Any connection other than the single connection adjacent to the Customer's Hilltop Reservoir must be approved, in writing, by the Authority and by the Commission and all costs related to any other connection, including all appurtenant piping, valves and controls shall be paid by the Customer.

VI. WATER SERVICE: WATER RATES AND PAYMENT FOR WATER

The Customer shall pay for water and water service under the following terms:

1. Ninety (90) days prior to completion of the Project to the point of delivery, the Commission shall, via certified mail, notify the Customer of the date when water will be first available to the Customer. The Customer will make payments for water and water service, in accordance with the terms of this contract, beginning at the expiration of the

ninety (90) day notice, or beginning at such time when water is available to the Customer, whichever is later in time.

2. The Customer's monthly water service payment is the sum of the following:
 - a. The Customer's proportionate share of the OM&R costs, as determined by the Authority; plus
 - b. The Customer's payment for capital costs, as determined by the Authority.
3. The Customer agrees to use water from no other source than the Project in the Customer distribution system during the term of this contract except if water from other sources is needed for emergencies such as significant fire events or interrupted or reduced service from the Project.
4. The Customer's proportionate share of the Project OM&R costs (for calculating the Customer's monthly payment) will be determined as follows:
 - a. Prior to February 1 of each year, the Authority shall adopt a budget for OM&R for the Project for the immediate ensuing year. The Authority may include in such budget an amount to be accumulated and maintained in a reserve fund for the purpose of replacing Project works and for extraordinary maintenance of Project works. The amount of the reserve fund shall be contingent upon approval by the Commission. The Authority shall deposit and maintain the reserve fund in a separate account in accordance with the laws of the state of North Dakota.
 - b. The Authority will then estimate the total annual water sales for the immediate ensuing year, and calculate the "estimated water rate for operation, maintenance, and replacement" for the Project by dividing the amount of the estimated budget for OM&R for the immediate ensuing year by the estimated total annual water sales for such ensuing year.
 - c. The monthly payment to be made by the Customer to the Authority for OM&R shall be determined by multiplying the amount of water actually delivered to the Customer for each month times the estimated water rate for OM&R.
 - d. At the end of each year, the Authority shall prepare a statement of the year's actual OM&R costs.
 - e. The Authority will then determine the adjustment to be applied to the Customer's OM&R payment for the previous year. The adjustment will be calculated by dividing the amount of water delivered to the Customer by the Authority during the previous year by that year's total annual water sales to determine the Customer's proportionate share of the OM&R costs. This fraction will then be multiplied by the actual total cost for OM&R for the previous year, which shall be the amount of the Customer's proportionate share of OM&R costs

for the previous year. The Authority shall then subtract this amount of the Customer's proportionate share of OM&R costs for the previous year from the total amount actually paid by the Customer for OM&R during the previous year, which is the adjustment to be applied to the Customer's water service payments for the next year. If the Customer's proportionate share of OM&R costs for the previous year is more than the total amount actually paid by the Customer during the previous year for OM&R, the difference shall be owed by the Customer to the Authority. Any such amount due will be added to the Customer's monthly payments for water for the next four (4) months of the immediate ensuing year in equal monthly installments. If the Customer's proportionate share of OM&R costs for the previous year is less than the total amount actually paid by the Customer during the previous year but the Customer has delinquent payments for water service, the remaining sum, if any, shall be used to satisfy the delinquencies, but if there are no delinquencies the sum will be credited against the Customer's monthly payments for water service for the next four (4) months of the immediate ensuing year in equal monthly credits.

5. The Customer's share of the Project's capital costs (for calculating the Customer's monthly payment) will be determined as provided below.
 - a. The base rate for capital costs for constant flow shall be seventy-two cents (\$0.72) per each one thousand (1,000) gallons of water.
 - b. The Commission shall have the authority to adjust the base water rate for capital costs annually in accordance with the increase or the decrease in the consumer price index CPI. The formula for determining the adjustment to the water rate for capital costs for each year is as follows: The CPI for September 1 of each year shall be divided by the base CPI of January 1, 1995, which is 448.4 (1967=100). The result of this calculation shall be reduced by one (1), and then multiplied by the base water rate for capital costs. The product of this formula is the adjustment to the water rate for capital costs and shall be used to add to the base water rate for capital costs for the next year. Notwithstanding the foregoing basis for adjusting the water rate for capital costs, the Commission shall have the authority to decrease the adjustment to the water rate for capital costs, as it deems appropriate and necessary, after considering data on changes to the median incomes of Project water customers, substantial increases in operation, maintenance and replacement costs, or other factors.
 - c. The amount of the Customer's monthly payment to the Authority for capital costs shall be calculated by multiplying the water rate for capital costs times the amount of water actually delivered to the Customer each month.
6. The Authority shall read the metering equipment at the point of delivery and, not later than the first (1st) day of each month, shall send to the Customer, at the address shown on the signature page of this contract, an itemized statement of the payment due from the Customer for water service for the preceding month.

7. The Customer shall pay the Authority for water service under this contract, for OM&R, and for capital costs, by sending payment to the Authority, at the address shown on the signature page, not later than the fifteenth (15th) day of each month. Payments sent after the fifteenth (15th) day of each month shall result in the Customer being in default. If the Customer is in default, the Authority, at its sole discretion, may suspend delivery of water through the Project during the period of default. During any period of default, the Customer remains obligated to make all payments required under this contract. Any action of the Authority shall not limit or waive any remedy provided by this contract or by law for the recovery of money due or which may become due under this contract.
8. A penalty of one percent (1%) per month will be imposed upon all payment amounts that are in default.
9. The Customer's failure or refusal to accept delivery of water from the Authority does not relieve the Customer from its obligation to make payments in accordance with this contract.

VII. GENERAL PROVISIONS

1. The Authority, contingent upon the approval of the Commission, may adopt such rules and regulations as it deems appropriate to carry out and to govern the administration of this contract. Such rules and regulations shall not be inconsistent with this contract. The Customer shall comply with such rules and regulations.
2. The use of any remedy specified herein to enforce this contract is not exclusive and does not prohibit the use of, or limit the application of, any other remedy available by law.
3. This contract may be amended any time by mutual agreement of the parties in writing, except insofar as any proposed amendments are in any way contrary to applicable law.
4. Any waiver by any party of its rights with respect to a default or any other matter arising in connection with this contract does not waive any other default or matter.
5. The Customer may not assign or otherwise transfer or delegate any right or duty without the express written consent of both the Commission and the Authority.
6. The Customer understands and agrees that the Authority and the Commission will give preference to potable water for municipal, domestic, and rural water needs before executing water service contracts or allowing additional water purchases.
7. This contract is governed by and construed in accordance with the laws of the state of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota, and the Customer consents to jurisdiction of state courts.

VIII. TERMINATION

1. This contract may be terminated only by mutual written agreement of the parties.
2. The Authority and the Commission may terminate this contract if the Customer fails to use water delivered consistent with the terms of this contract. Upon such termination the Authority and the Commission are relieved of all obligations under this contract, and the Customer must immediately disconnect the Customer distribution system from the point of delivery.

IX. MERGER

This contract constitutes the entire contract between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by each party to this contract.

STATE WATER COMMISSION
900 East Boulevard Avenue
Bismarck, ND 58505

By:

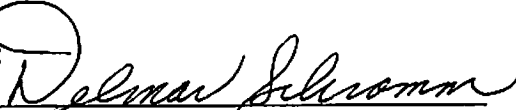


Dale Frink, Chief Engineer and Secretary

Date 4-12-2010

CITY OF HAZEN
146 East Main Street
PO Box 717
Hazen, ND 58545-0717

By:

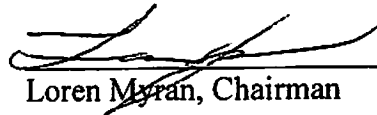


Title: Pres.

Date 3-25-2010

SOUTHWEST WATER AUTHORITY
4665 2nd Street SW
Dickinson, ND 58601-7231

By:



Loren Myran, Chairman

Date 4-5-10

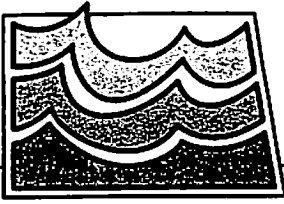
CITY OF HAZEN

By:



City Auditor

Date 3/26/2010




APPENDIX "D"
March 11, 2010

North Dakota State Water Commission

900 EAST BOULEVARD AVENUE, DEPT 770 • BISMARCK, NORTH DAKOTA 58505-0850
701-328-2750 • TDD 701-328-2750 • FAX 701-328-3696 • INTERNET: <http://swc.nd.gov>

MEMORANDUM

TO: Governor John Hoeven
Members of the State Water Commission
FROM:  Dale L. Frink, State Engineer
SUBJECT: Spring Flood Outlook
DATE: March 3, 2010

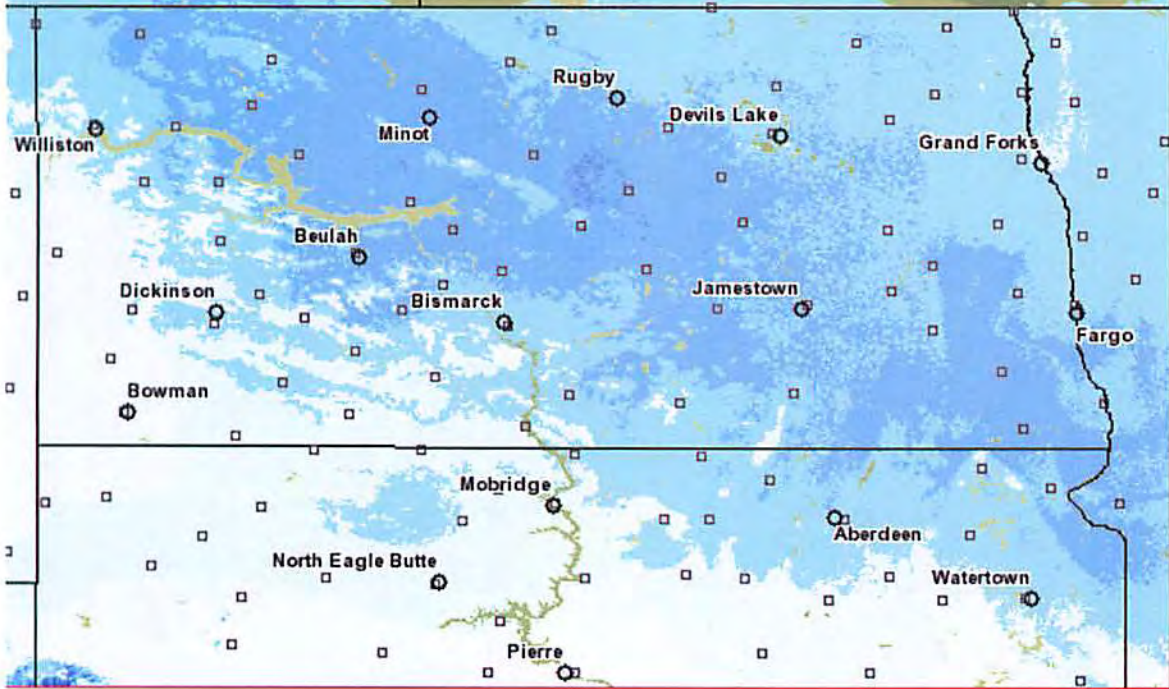
Snow Pack

Much of the state is still in the process of recovering from the statewide flooding that occurred last spring, but, once again, there is the potential of widespread major flooding this spring. Snow Water Equivalent Maps taken The National Operational Hydrologic Remote Sensing Center (NOHRSC) show the snow water equivalent on March 2, 2009, compared to March 2, 2010. The NOHRSC maps show that there is more moisture on the ground this year, state wide. However, there are a multitude of variables that influence the chances of flooding, ie, how rapid the temperatures warm up, precipitation between now and any flooding, ice jams, frost depth, etc.

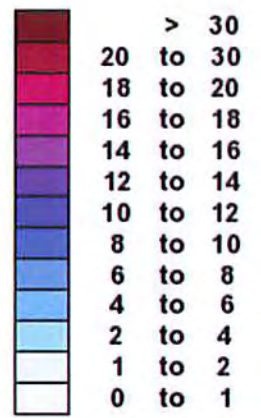
JOHN HOEVEN, GOVERNOR
CHAIRMAN

DALE L. FRINK
SECRETARY AND STATE ENGINEER

NOHRSC Modeled Snow Water Equivalent
March 2, 2009 – Figure 1

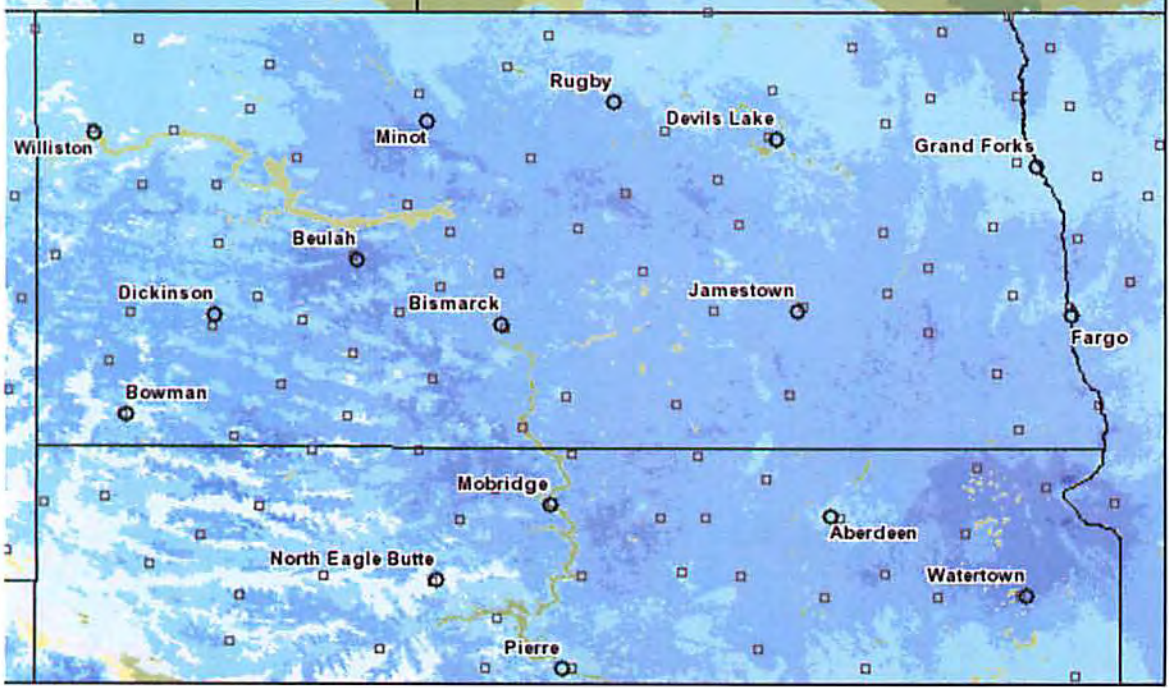


Inches of water equivalent

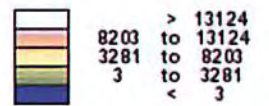


Not Estimated

NOHRSC Modeled Snow Water Equivalent
March 2, 2010 – Figure 1



Elevation in feet
(Not estimated)



Flood Conditions

Red River

According to the National Weather Service Forecast, significant spring flooding is expected across the Red River Valley. Probabilities indicate that a majority of the river forecast sites are expected to experience major flooding. The Red River at Fargo has a 96% chance of reaching major flood stage, and 10% chance of reaching a stage of 43.7 feet, the record, which was set last spring, is 40.65 feet. The Red River at Wahpeton has a 86% chance of reaching moderate flood stage, and a 55% chance of reaching major flood stage. The Red River at Grand Forks has a 96% chance of reaching moderate flood stage, and a 73% chance of reaching major flood stage. The forecasts for 90%, 50%, and 10% probability of stage exceedance for the Red River at Wahpeton, Fargo, Halstad, East Grand Forks, Oslo, Drayton, Pembina forecast sites are shown in Table-1.

Table-1

Forecast Sites	Probability of Exceedance			Stage Height (ft)			Flood Stage (ft)	Flood Stage of Record (ft)	Year
	Minor Flooding	Moderate Flooding	Major Flooding	90%	50%	10%			
Wahpeton	>98 %	86%	55%	11.3	14.4	17.5	10	19.42	1997
Fargo	>98%	>98%	96%	32.7	38.6	43.7	18	40.65	2009
Halstad	>98%	96%	73%	34.3	39.2	40.6	26	40.74	1997
Grand Forks	>98%	96%	73%	44.6	47.4	52.1	28	54.35	1997
Oslo	>98%	>98%	72%	35.4	36.6	38.5	26	38.17	2009
Drayton	>98%	>98%	88%	41.9	43.1	45.4	32	45.55	1997
Pembina	>98%	>98%	55%	50.4	52.3	54.3	42	54.94	1997

Red River Tributaries

Flooding is expected on the Red River Tributaries. The forecast for 90%, 50%, and 10% probability of stage exceedance for the Valley City, Lisbon, Kindred, West Fargo Diversion, and Harwood forecast sites are shown in Table-2.

Table-2

River	Forecast Site	Probability of Exceedance			Stage Height (ft)			Flood Stage (ft)	Flood Stage of Record (ft)	Year
		Minor Flooding	Moderate Flooding	Major Flooding	90%	50%	10%			
Sheyenne River	Valley City	60%	54%	49%	12.5	17	24	15	20	1882
	Lisbon	>98%	>98%	95%	20	23	27.2	11	19.29	1997
	Kindred	>98%	>98%	<1%	21.2	21.2	21.2	16	22.33	1997
	West Fargo Diversion	>98%	>98%	91%	23.1	23.1	23.2	18	28.77	1996
	Harwood	>98%	>98%	>98%	891.2	892.1	892.4	884	892.02	1997
Wild Rice River	Abercrombie	>98%	>98%	>98%	23.1	27.3	29.4	10	27.69	2009
Maple River	Enderlin	96%	42%	16%	10.3	11.8	16.3	9.5	15.41	1975
	Mapleton	>98%	93%	34%	908.1	909.6	911.1	905	909.86	2006
Goose River	Hillsboro	83%	75%	27%	8	14.8	18	10	16.76	1979
Forest River	Minto	82%	29%	<1%	5.7	7.4	9	6	11.8	1948
Park River	Grafton	>98%	91%	86%	14.1	18	21.7	12	20.13	1950
Pembina River	Wallhalla	62%	<1%	<1%	7.6	12.2	15.1	11	19.2	1950
	Neché	63%	60%	23%	13.7	19.3	21.4	18	24.51	1997

Mouse River

Flooding is expected on the Mouse River, but major flooding is less likely. The forecast for 90%, 50%, and 10% probability of stage exceedance for the Sherwood, Foxholm, Minot, Minot-Broadway Bridge, Logan, Sawyer, Velva, Towner, Bantry, and Westhope forecast sites are shown in Table-3.

Table-3

River	Forecast Site	Probability of Exceedance			Stage Height (ft)			Flood Stage (ft)	Flood Stage of Record (ft)	Year
		Minor Flooding	Moderate Flooding	Major Flooding	90%	50%	10%			
Mouse River	Sherwood	37%	26%	-	7.3	15.5	23.1	18	25.8	1904
	Foxholm	68%	55%	6%	8.3	13.5	14.4	10	17.17	1976
	Minot	59%	19%	3%	9.7	14.5	19.3	14	26.0	1881
	Minot Broadway Bridge	13%	6%	3%	1543.2	1545.8	1549.8	1549	1558	1881
	Logan	75%	44%	-	30.4	35.9	37.4	36	38.28	1976
	Sawyer	72%	44%	8%	18	23.2	25.6	22	26.17	1976
	Velva	73%	6%	-	1501.9	1506.4	1508.9	1505	1509.9	1976
	Towner	>98%	96%	24%	54.5	55.6	56.4	52	56.7	1976
	Bantry	>98%	96%	18%	12.6	13.4	14.5	11	14.59	1976
	Westhope	>98%	70%	42%	11.9	15.4	19.3	10	19.16	1976
De Lacs River	Foxholm	8%	4%	3%	9.3	12.1	15.9	16	21.23	1979
Willow Creek	Willow City	>98%	65%	16%	11.6	14.7	16.6	10	16.76	1969
Wintering River	Karlsruhe	>98%	8%	1%	7.5	8.3	8.9	7	13.37	1995

Missouri River

Widespread flooding is not a concern for the main stem of the Missouri River in North Dakota this year with reservoir levels providing large amount of flood storage. However, there is a risk of localized flooding resulting from ice jams. The National Weather Service (NWS) does not forecast flooding on the Missouri River since ice jams cannot be

predicted. It does appear that the ice is not as thick as last year, which should reduce the risk of ice jams.

Missouri River Tributaries

Some flooding is expected for tributaries to the Missouri River in North Dakota. The forecast for 90%, 50%, and 10% probability of stage exceedance for the Little Missouri River, Knife River, Heart River, Cannonball River, Cedar Creek, Apple Creek and the Little Muddy River are shown in Table-4.

Table-4

River	Forecast Site	Probability of Exceedance			Stage Height (ft)			Flood Stage (Ft)	Flood Stage of Record (ft)	Year
		Major Flooding	Moderate Flooding	Major Flooding	90%	50%	10%			
Little Missouri	Marmath	21%	-	-	13.3	16.1	19.2	18	16.9	1978
	Medora	94%	35%	5%	15.2	17.5	19.2	15	23.4	1952
	Watford City	3%	-	-	13.2	15.8	17.9	20	20.5	1947
Knife River	Manning	91%	4%	-	15.2	16.1	16.8	15	17.63	2003
	Hazen	>98%	>98%	92%	25.1	26.2	27.5	21	27.01	1966
Heart River	Mandan	86%	10%	-	16.6	19.5	23	17	25.75	1952
Cannonball River	Regent	8%	5%	4%	14.1	16.7	21.8	22	26.1	1950
	Breien	>98%	77%	15%	18.3	21.3	23.3	10	22.3	1950
Cedar Creek	Raleigh	78%	52%	28%	11.3	14	18.1	12	18	1950
Apple Creek	Menoken	>98%	94%	61%	16.2	17.1	18.2	15	17.46	1979
Little Muddy River	Williston	80%	41%	6%	8.1	11.5	13.4	10	13.5	1960
Spring Creek	Zap	>98%	96%	68%	18.50	20.7	24.5	14	20.7	1972
James River	Grace City	92%	84%	69%	12.1	15.6	18.2	12	17.45	2009
	Lamoure	95%	87%	26%	15.4	17.2	18.8	14	16.2	1969
	Ludden	>98%	>98%	71%	16.6	17.3	18.7	12	17.86	1997
Pipestem Creek	Pingree	97%	55%	-	10	11.1	12	9	11.86	2009
Beaver Creek	Linton	98%	91%	79%	11.3	15.2	20.6	9	17.28	2009

Dams

During last springs flood event the integrity of dams and water control structures was tested around the State. Cottonwood Creek Dam, and Claussen Springs Dam both experienced difficulty with their emergency spillways. Last summer, Cottonwood Creek Dam's spillway was repaired, however, the grass lining has yet to be established. Claussen Springs Spillway is still damaged. With the potential for high inflows into both dams the inflows, outflows and the emergency spillways will be closely monitored.

Summary

Due to the current snowpack there is presently adequate moisture to create flood conditions in most watersheds. Overland flooding and flooding on rivers and sites not discussed in this memorandum is likely to occur, especially if the snowpack melts rapidly. The State Water Commission Staff has been working with the Department of Emergency Services (DES), The National Weather Service (NWS), the Corps of Engineers and others to prepare for flooding, as well as increasing public awareness of the flood risks. The staff is prepared to support the State's flood response efforts as necessary.

DLF:BE:KC:mmb/1431-11



GARRISON DIVERSION CONSERVANCY DISTRICT **STATUS REPORT ON THE** **RED RIVER VALLEY WATER SUPPLY PROJECT**

Garrison Diversion is the co-lead representing the State of North Dakota on the Red River Valley Water Supply Project Environmental Impact Statement (EIS). This update is provided on a regular basis to all state agencies. If you would like additional information, please contact us at gdc@daktel.com, 800-532-0074 or go to www.garrisondiversion.org.

Environmental Impact Statement

- The Secretary of Interior signed a memorandum on January 15, 2009, disclosing the following:
 - The project selected to meet the needs of the Red River Valley is the Preferred Alternative, a pipeline from the McClusky Canal to Lake Ashtabula; and.
 - The identified treatment processes are adequate to meet the requirements of the Boundary Waters Treaty.
- The Final EIS was available to the public on December 28, 2007.

Lake Agassiz Water Authority

- A joint meeting of the LAWA Board and operational plan work group met on December 8. The board provided input on the operational plan and approved the proposed 2010 work plan, which consists of the following main efforts:
 - Complete the prefinal design effort
 - Conduct a value engineering review of the project
 - Continue efforts to get a Record of Decision and initiate follow-up efforts if issued
 - Support the delegation's efforts to obtain authorization
 - Prepare for the 2011 North Dakota legislative session
- The next meeting of the LAWA Board and the operational plan work group is scheduled for March 9.

Pre-final Design Effort

The following is a summary of the ongoing efforts on the task orders:

Right-of-Way: Approximately 269 parcels with 173 landowners will need to be negotiated on the proposed right-of-way. To date, 127 landowners have signed option agreements. In Sheridan County, 27 of 32 landowners have signed; Wells County 20 of 49 landowners have signed; Foster County 50 of 59 landowners have signed; and Griggs County 30 of 33 landowners have signed.

Garrison Diversion has wrapped up the effort to obtain options for right-of-way. The process resulted in quality input from the landowners. The next steps to acquire the right-of-way will occur when the decision is made to exercise the options.

There are 26 landowners that have not signed access agreements. These agreements are needed to get permission to complete the environmental surveys, geotechnical investigations and collect other physical information for the prefinal design and permitting efforts. Garrison Diversion has petitioned the court to gain access to complete this work as weather permits this spring and summer.

Permitting and Environmental Services: Notice on the determination of wetlands under the jurisdiction of the Corps of Engineers has been provided to Garrison Diversion. These wetlands will be field verified in the spring when weather permits. The wetlands under easement by the US Fish and Wildlife Service have been field verified.

On February 5, Garrison Diversion and the engineering team met with the US Fish and Wildlife Service and Reclamation to discuss the conditions that will be required when the pipeline crosses their wetland easements. On February 25, Garrison Diversion and the engineering team met with the Corps of Engineers and Reclamation to discuss the permit process and conditions that would be required for crossing the jurisdictional wetlands.

On February 2, the team met with Foster and Sheridan Counties and with Wells County on March 2 to explain the road crossing and the design standards that are being proposed. In addition, they proposed a process to keep them informed and to gather information to ensure that restoration of the road crossings occurs and that haul roads are identified and repaired to their satisfaction.

The team is currently drafting permit applications for all of the permits required for the project.

Operational Plan: On December 4, a meeting was held to brief Reclamation on the draft operational plan, which was then presented at the workshop held on December 8. The final draft is scheduled to be presented to the work group on March 9.

On January 6, Garrison Diversion and the engineering team met with the USGS to discuss the modeling effort that was completed on the water quality for the project. They also met with the ND Health Department to discuss the water quality in Lake Audubon, the McClusky Canal and start up conditions for the project. The modeling results showed that given an effective freshening program to keep Lake Audubon and the first 36 miles of the canal freshened, the project could be started in a manner not to exceed water quality standards in the Sheyenne River, and the delivered quality of water to the systems would be acceptable.

Preliminary Design: Work on engineering evaluations regarding the preliminary design is approximately 85% complete, and the team issued a draft of the preliminary engineering report. Garrison Diversion attended a design team meeting which was held in Denver on January 19 and 20 to review the report and make comments. The next design team workshop has been scheduled for March 16 and 17.

o Design team activities:

- All of the Technical Memorandums (TM) that have been issued as final draft:
 - o TM1 - Trenchless crossings methods & schedule
 - o TM2 - Pipe hydraulic model & pipe diameter selection
 - o TM3 - Location of bedding materials study
 - o TM4 - Pipeline scour studies (at three river/creek crossings)
 - o TM5 - Pipe material, lining & wall thickness
 - o TM6 - Pipe minimum cover depth
 - o TM7 - Leak detection & monitoring
 - o TM8 - SCADA system
 - o TM9 - Discharge structure location & configurations
 - o TM10 - Pressure control stations
 - o TM11 - Line valves & turnouts
 - o TM12 - Corrosion Control Plan
 - o TM13 - Air/vacuum controls & blowoffs
 - o TM14 - Trenchless Crossing Methods
 - o TM15 - Owner pre-purchase alternatives evaluation
 - o TM15A - Pipe Manufacturer Preselection
 - o TM16 - Construction Phasing Alternatives Evaluation
 - o TM17 - Preliminary Transient/Surge Model
 - o TM18 - Realignment Feasibility Evaluation for Crossing Sections Diagonally

- TM19 - Specifications for Reclaiming Ag Lands
- Refining the pipeline alignment is completed
- Utility potholing is approximately 70% complete and has been discontinued for the season and will be completed next spring
- GIS based data management system has been developed and is in use
- Preliminary water quality investigation has been completed

State Agencies

- Garrison Diversion continues to coordinate with the State Water Commission, ND Department of Health, and the ND Game and Fish on the upcoming efforts to develop the operational plan.

Schedule

- The next steps are to get authorization from Congress and to obtain a Record of Decision from the lead federal agency. Garrison Diversion, the State Water Commission and the Governor's office are working with the Congressional Delegation to move these efforts forward.



Dave Koland, General Manager