

STATE WATER COMMISSION  
 ALLOCATED PROGRAM EXPENDITURES  
 FOR THE PERIOD ENDED AUGUST 31, 2010  
 BIENNIUM COMPLETE: 58%

PROGRAM	SALARIES/ BENEFITS	OPERATING EXPENSES	GRANTS & CONTRACTS	13-Oct-10 PROGRAM TOTALS
<b>ADMINISTRATION</b>				
Allocated	1,812,056	1,212,732		3,024,788
Expended	1,046,554	524,470		1,571,024
	58%	43%		52%
			Funding Source:	
			General Fund:	1,491,836
			Federal Fund:	79,188
			Special Fund:	0
<b>PLANNING AND EDUCATION</b>				
Allocated	1,192,175	208,511	99,000	1,499,686
Expended	672,083	93,745	54,406	820,233
Percent:	56%	45%	55%	55%
			Funding Source:	
			General Fund:	637,197
			Federal Fund:	123,156
			Special Fund:	59,879
<b>WATER APPROPRIATION</b>				
Allocated	3,633,879	483,162	1,078,935	5,195,976
Expended	2,034,306	239,229	354,755	2,628,290
Percent	56%	50%	33%	51%
			Funding Source:	
			General Fund:	2,273,443
			Federal Fund:	0
			Special Fund:	354,846
<b>WATER DEVELOPMENT</b>				
Allocated	5,041,486	4,837,457	225,000	10,103,943
Expended	2,795,692	2,385,686	291,606	5,472,984
Percent	55%	49%	130%	54%
			Funding Source:	
			General Fund:	2,582,861
			Federal Fund:	1,557,769
			Special Fund:	1,332,355
<b>STATEWIDE WATER PROJECTS</b>				
Allocated			203,185,070	203,185,070
Expended			47,239,466	47,239,466
Percent			23%	23%
			Funding Source:	
			General Fund:	0
			Federal Fund:	43,068
			Special Fund:	47,196,398
<b>ATMOSPHERIC RESOURCE</b>				
Allocated	854,950	712,830	4,694,692	6,262,472
Expended	532,469	231,702	1,051,763	1,815,934
Percent	62%	33%	22%	29%
			Funding Source:	
			General Fund:	482,423
			Federal Fund:	0
			Special Fund:	1,333,511
<b>SOUTHWEST PIPELINE</b>				
Allocated	400,496	1,665,314	37,556,956	39,622,770
Expended	235,950	1,482,687	4,204,155	5,922,792
Percent	59%	89%	11%	15%
			Funding Source:	
			General Fund:	0
			Federal Fund:	1,944,469
			Special Fund:	3,978,323
<b>NORTHWEST AREA WATER SUPPLY</b>				
Allocated	530,956	6,229,700	50,289,114	57,049,772
Expended	243,333	2,470,649	14,437,329	17,151,310
Percent:	45%	40%	29%	30%
			Funding Source:	
			General Fund:	0
			Federal Fund:	8,771,639
			Special Fund:	8,379,671
<b>PROGRAM TOTALS</b>				
Allocated	13,466,002	15,349,705	297,128,769	325,944,477
Expended	7,560,396	7,428,189	67,633,478	82,622,033
Percent	56%	48%	23%	25%
<b>FUNDING SOURCE:</b>	<b>ALLOCATION</b>	<b>EXPENDITURES</b>	<b>REVENUE</b>	
GENERAL FUND	14,124,223	7,467,761	GENERAL FUND	149,254
FEDERAL FUND	67,070,358	12,519,290	FEDERAL FUND	12,681,363
SPECIAL FUND	244,749,895	62,634,963	SPECIAL FUND	70,090,979
<b>TOTAL</b>	<b>325,944,477</b>	<b>82,622,033</b>	<b>TOTAL:</b>	<b>82,921,606</b>

October 26, 2010

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

	<i>Aug-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
FARGO/MOOREHEAD STUDY	300,000	300,000	0	0	300,000
GRAFTON	7,175,000	7,175,000	0	0	7,175,000
WATER SUPPLY					
PERMANENT OIL TRUST FUND	36,795,457	36,795,457	8,455,681	0	28,339,776
	2,442,000	2,442,000	548,486	0	1,893,514
IRRIGATION DEVELOPMENT					
	1,605,370	1,605,370	108,188	0	1,497,182
GENERAL WATER MANAGEMENT					
OBLIGATED	21,252,006	21,252,006	5,093,478	0	16,158,528
UNOBLIGATED	2,396,513			2,396,513	0
MISSOURI RIVER MANAGEMENT					
	372,000	372,000	0	0	372,000
FLOOD CONTROL					
BALDHILL DAM	92,832	92,832	6,138	0	86,694
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					
	3,200,000	3,200,000	2,740,785	0	459,215
DEVILS LAKE					
BASIN DEVELOPMENT	102,000	102,000	18,133	0	83,867
DIKE	25,350,000	25,350,000	2,630,000	0	22,720,000
OUTLET	16,661,325	16,661,325	12,612,209	0	4,049,116
OUTLET OPERATIONS	4,900,000	4,900,000	1,301,772	0	3,598,228
DL USGS MODEL STUDY	16,000	16,000	0	0	16,000
CITY OF MINNEWAUKAN	15,000	15,000	15,000	0	0
NELSON COUNTY	636,064	636,064	8,492	0	627,572
WEATHER MODIFICATIONS					
	225,000	225,000	0	0	225,000
SOUTHWEST PIPELINE PROJECT					
	14,782,474	14,782,474	3,908,350	0	10,874,124
NORTHWEST AREA WATER SUPPLY					
	10,832,918	10,832,918	1,536,498	0	9,296,420
<b>TOTALS</b>					
	197,827,399	195,430,886	41,017,020	2,396,513	154,413,866

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

PROGRAM OBLIGATION

Approve SWC By	No	Dept		Initial Approved Date	Total Approved	Total Payments	Aug-10 Balance
<b>City Flood Control:</b>							
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
SWC	583	5000	Fargo/Moorhead Study	3/29/2010	300,000	0	300,000
SWC	1771	5000	Grafton Flood Control Project	3/11/2010	7,175,000	0	7,175,000
<b>Subtotal City Flood Control</b>					<b>54,559,750</b>	<b>2,033,809</b>	<b>52,525,941</b>
<b>Water Supply Advances:</b>							
SWC	2373-04	5000	Lakota WS (Tri-Co WD)	7/17/2007	211,435	0	211,435
	2373-09	5000	South Central RWD (Phase II)	6/23/2008	2,350,000	22,572	2,327,428
	2373-13	5000	All Seasons Rural Water - (Upham)	7/17/2007	128,000	43,976	84,024
	2373-15	5000	North Central Rural Water Consortium (S. Benson Co)	12/7/2007	916,000	294,645	621,355
	2373-15	5000	North Central Rural Water Consortium (Anamoose/Bei)	6/23/2008	3,295,000	316,717	2,978,283
	2373-27	5000	Trails Regional Rural Water (Phase I)	1/25/2008	3,199,000	3,009,685	189,315
	2373-16	5000	Trails Regional Rural Water (Phase II)	6/23/2008	2,305,748	1,673,888	631,860
	2373-24	5000	Trails Regional Rural Water (Phase III)	8/18/2009	1,300,000	254,078	1,045,922
<b>Water Supply Grants:</b>							
	2373-19	5000	City of Washburn Water Supply	4/28/2009	1,500,000	1,042,352	457,648
	2373-17	5000	City of Parshall	6/23/2008	1,920,274	558,957	1,361,317
	2373-18	5000	Ray & Tioga Water Supply Association	12/17/2008	4,200,000	1,238,811	2,961,189
	2373-25	5000	McKenzie Phase II	6/23/2009	1,500,000	0	1,500,000
	2373-28	5000	McKenzie Phase IV	3/11/2010	3,500,000	0	3,500,000
	2373-26	5000	Valley City Water Treatment Plant	8/18/2009	9,200,000	0	9,200,000
	2373-29	5000	City of Wilrose - Crosby Water Supply	7/28/2010	1,270,000	0	1,270,000
<b>Subtotal Water Supply</b>					<b>36,795,457</b>	<b>8,455,681</b>	<b>28,339,776</b>
<b>HB No. 1305 Permanent Oil Trust Fund</b>							
	2373-21	5000	Burke, Divide, Williams Water District	6/23/2009	985,000	366,976	618,024
	2373-22	5000	Ray & Tioga Water Supply Association	6/23/2009	864,000	112,634	751,366
	2373-23	5000	City of Wildrose	6/23/2009	593,000	68,876	524,124
<b>Subtotal Permanent Oil Trust Fund</b>					<b>2,442,000</b>	<b>548,486</b>	<b>1,893,514</b>
<b>Irrigation Development:</b>							
SWC	1389	5000	BND AgPace Program	10/23/2001	194,439	58,188	136,251
SWC	AOC/IRA	5000	ND Irrigation Association	7/20/2009	100,000	50,000	50,000
SWC	1968	5000	2009-11 McClusky Canal Mile Marker 7.5 Irrigation Pr	6/1/2010	1,310,931	0	1,310,931
<b>Subtotal Irrigation Development</b>					<b>1,605,370</b>	<b>108,188</b>	<b>1,497,182</b>
<b>General Water Management</b>							
<b>Hydrologic Investigations:</b>							
SWC	862	3000	Aretta Herman	4/7/2008	1,976	1,976	0
	1400/7	3000	Houston Engineering Water Permit Application Review	4/2/2009	1,325	800	525
	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	6,759	6,759	0
	1690	3000	Mary Lou McDaniel	5/6/2009	3,017	3,017	1
	1703	3000	Neil Flaten	4/7/2008	3,578	3,578	(0)
	1707	3000	Neil Flaten	4/7/2008	2,734	2,734	0
	1714	3000	David Robbins	5/7/2009	1,143	1,143	0
	1761	3000	Gloria Roth	5/6/2009	866	866	(0)
	1761	3000	Fran Dobits	4/7/2008	1,416	1,416	0
	1393	3000	US Geological Survey, US Dept. Of Interior StreamSta	7/16/2009	39,008	17,340	21,668
	1395A	3000	US Geological Survey, US Dept. Of Interior Stream Gr	11/12/2009	381,980	286,485	95,495
	1395	3000	US Geological Survey, US Dept. Of Interior Water Qu	10/21/2009	13,205	0	13,205
	1395D	3000	US Geological Survey, US Dept. Of Interior Eaton Irrig	10/1/2009	15,300	15,300	0
<b>Hydrologic Investigations Obligations Subtotal</b>					<b>69,322</b>	<b>47,101</b>	<b>22,221</b>
<b>Remaining Hydrologic Investigations Authority</b>					<b>810,679</b>		
<b>Hydrologic Investigations Authority Less Payments</b>							
<b>General Projects Obligated</b>					<b>18,898,047</b>	<b>3,264,764</b>	<b>15,633,283</b>
<b>General Projects Completed</b>					<b>1,473,959</b>	<b>1,473,959</b>	<b>0</b>
<b>Subtotal General Water Management</b>					<b>21,252,006</b>	<b>5,093,478</b>	<b>16,158,528</b>

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

PROGRAM OBLIGATION

Approve SWC By No	Dept		Initial Approved Date	Total Approved	Total Payments	Aug-10 Balance
<b>Missour River Management:</b>						
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
<b>Subtotal</b>				<b>372,000</b>	<b>0</b>	<b>372,000</b>
<b>Flood Control:</b>						
SWC 300	5000	Baldhill Dam Flood Pool Raise	4/30/1998	92,832	6,138	86,694
SWC 849	5000	Renwick Dam Rehabilitation	5/17/2010	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
<b>Subtotal Flood Control</b>				<b>1,683,522</b>	<b>6,138</b>	<b>1,677,384</b>
<b>Red River Water Supply:</b>						
SWC 1912	5000	2007-09 (GDCD'S) Red River Valley Water Supply Pro	3/17/2008	3,000,000	2,740,785	259,215
SWC 1912	5000	2009-11 (GDCD's) RRVWSP Value Engineering Study	6/1/2010	200,000	0	200,000
<b>Subtotal</b>				<b>3,200,000</b>	<b>2,740,785</b>	<b>459,215</b>
<b>Devils Lake Basin Development:</b>						
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	18,133	23,867
SWC 416-07	5000	Devils Lake Outlet	2/20/2002	16,661,325	12,612,209	4,049,116
SWC 416-10	4700	Devils Lake Outlet Operations	8/18/2009	4,900,000	1,301,772	3,598,228
SE 416-11	5000	USGS/US Dept of Interior UnTRIM model on water-qu:	8/13/2010	16,000	0	16,000
SWC 416-14	5000	City of Minnewaukan Flood Risk Reduction Analysis St	6/3/2010	15,000	15,000	0
SWC 1932**	5000	Michigan Spillway Rural Flood Assessment Drain	8/30/2005	508,492	8,492	500,000
SWC 1932**	5000	Nelson Co. Emergency Pumping Peterson to Dry Run	5/23/2010	112,219	0	112,219
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
<b>Devils Lake Subtotal</b>				<b>47,680,389</b>	<b>16,585,607</b>	<b>31,094,782</b>
SWC	7600	<b>Weather Modification</b>	7/1/2009	225,000	0	225,000
SWC 1736	8000	<b>Southwest Pipeline Project</b>	7/1/2009	14,782,474	3,908,350	10,874,124
SWC 2374	9000	<b>Northwest Area Water Supply</b>	7/1/2009	10,832,918	1,536,498	9,296,420
<b>TOTAL</b>				<b>195,430,886</b>	<b>41,017,020</b>	<b>154,413,866</b>

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

GENERAL PROJECT OBLIGATIONS

Approved SWC By	No	Dept		Initial Approved Date	Total Approved	Total Payments	Aug-10 Balance
SE	269	5000	2010 Fordville Dam Emergency Action Plan/GF CO.	3/3/2010	9,600	0	9,600
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	300,000	244,596	55,404
SWC	322	5000	2009-11 Long-Term Red River Flood Control Solutions Study	6/23/2009	500,000	69,112	430,888
SWC	322	5000	ND Water: A Century of Challenge	2/22/2010	34,300	0	34,300
SWC	327	5000	2009-11 White Earth Dam EAP	8/18/2009	25,000	0	25,000
SE	394	5000	2007-09 Odland Dam Spillway Rehabilitation	8/25/2008	16,700	0	16,700
SWC	528	5000	2009 McGregor Dam Emergency Action Plan	6/23/2009	25,000	0	25,000
SE	568	5000	2008 Sheyenne River Snagging & Clearing Project	4/11/2008	5,000	0	5,000
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 SE Cass Sheyenne River Snagging & Clearing	3/11/2010	175,473	0	175,473
SWC	620	5000	2008 Mandan Flood Control Protective Works (Levee)	9/29/2008	125,396	0	125,396
SE	642	5000	2009-11 Morton Co/Sweetbriar Dam Emergency Action Plan	5/17/2010	15,200	0	15,200
SWC	642-05	5000	2007-09 Sweetbriar Creek Dam Project	3/6/2009	683,400	95,487	587,913
SE	829	5000	2009-11 Rush River Watershed Detention Site Engineering Feasibility Study	8/10/2010	11,990	0	11,990
SWC	847	5000	2007-09 Swan Creek FC Diversion Ditch	6/23/2008	1,640,992	1,481,182	159,810
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-Bufferalo Detention Dam No. 12 Emergency Action Plan	10/18/2009	20,000	0	20,000
SWC	847	5000	2009-11 Swan-Bufferalo Detention Dam No. 12 Flood Control Dam Safety Project	7/28/2010	114,783	0	114,783
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
SWC	928/988/1508	5000	2008 Southeast Cass WRD Bois, Wild Rice, & Antelope	6/23/2008	60,000	0	60,000
SE	985	5000	2009-11 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	23,248	122,224
SWC	1070	5000	2009-11 Cass County Drain No. 14 Improvement Recon	8/18/2009	500,000	60,490	439,510
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	68,735	89,800
SWC	1093	5000	2008 Cass Co. Drain No. 45 Extension Project	3/17/2008	150,800	26,043	124,757
SWC	1131	5000	2009-11 Richland Co. Drain No. 14 Improvement Reconstruction	3/11/2010	183,364	0	183,364
SWC	1180	5000	2009-11 Richland Co. Drain No. 7 Improvement Reconstruction	3/11/2010	130,681	0	130,681
SWC	1232	5000	2009-11 Traill Co. Drain No. 13 Channel Extension Project	8/18/2009	23,575	0	23,575
SWC	1244	5000	2009-11 Traill Co. Drain No. 27 (Moen) Reconstruction & Extension	3/11/2010	500,000	0	500,000
SWC	1289	5000	2007-09 Noxious Weed McKenzie County -Sovereign	10/24/2007	7,247	0	7,247
SWC	1299	5000	2009-11 City of Lisbon's Mapping & Survey for FEMA Buyouts	3/29/2010	30,000	0	30,000
SWC	1299	5000	2009-11 City of Fort Ransom Riverbank Stabilization	9/1/2010	60,803	0	60,803
SWC	1313	5000	2009-11 City of Minot/Ward Co. Aerial Photo & LIDAR	3/11/2010	186,780	0	186,780
SWC	1328	5000	2007 Cass Co. Drain No. 23 Area Improvement	7/17/2007	35,980	0	35,980
SWC	1344	5000	2009-11 Southeast Cass Sheyenne River Diversion Low Flow Channel Improven	3/11/2010	2,037,600	0	2,037,600
SE	1346	5000	2009-11 Mt. Carmel Dam Emergency Action Plan	5/5/2010	9,600	0	9,600
SWC	1378	5000	2009-11 Barnes Co. Clausen Springs Dam Construction Repair	12/11/2009	1,300,000	0	1,300,000
SWC	1401	5000	2009-11 International Boundary Roadway Dike Pembina	9/21/2009	260,238	19,938	240,300
SWC	1401	5000	2009-11 International Boundary Roadway Dike Pembina	9/1/2010	30,000	0	30,000
SWC	1413	5000	2009-11 Traill Co/Bufferalo Coulee Snagging & Clearing	9/1/2010	26,000	0	26,000
SWC	1431	5000	2009-11 US Geological Survey, DOI Report Describing Peak Discharge Periods	8/5/2009	20,000	0	20,000
SWC	1431	5000	2009-11 US Geological Survey - Supplemental Flood Info	3/11/2010	11,000	0	11,000
SWC	1431	5000	2007-2009 (S.B. 2020) 2009 Emergency Flood Control	4/28/2009	100,000	40,390	59,610
SWC	1431	5000	2009-11 DES Purchase of Mobile Stream Gages	9/13/2010	11,214	0	11,214
SWC	1438	5000	2008 Mulberry Creek Drain Partial Improv Phase II	3/17/2008	46,816	23,029	23,787
SWC	1444	5000	2009-11 City of Pembina's Flood Control FEMA Levee Certification	3/11/2010	27,156	0	27,156
SWC	1461	5000	2009-11 Pembina River Bank Stabilization Project	3/11/2010	64,383	0	64,383
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	31,785	43,215
SWC	1515	5000	2009-11 Cottonwood Creek Dam	7/28/2010	373,440	0	373,440
SE	1527	5000	2009-11 Daub Dam Emergency Action Plan	8/16/2010	9,600	0	9,600
SE	1535	5000	2009-2011 Lake Agassiz Resource Conservation & Development Council - Soil S	2/22/2010	1,000	0	1,000
SE	1577	5000	2009-2011 Burleigh Co - Fox Island 2010 Flood Hazard Mitigation Evaluation	8/9/2010	11,175	0	11,175
SWC	1577	5000	2009-11 Hazen Flood Control Levee (1517) & FEMA Accreditation	3/11/2010	567,700	0	567,700
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	OHWM 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
SE	1625	5000	2009-11 Sovereign Lands Rules - ND Game & Fish	2/23/2010	10,000	3,213	6,788
SWC	1638	5000	2009-11 Red River Basin Non-NRCS Rural/Farmstead Ring Dike Program	6/23/2009	800,000	284,215	515,785
SWC	1657	5000	2009-11 City of Enderlin's Flood Control FEMA Levee Certification	3/11/2010	100,578	0	100,578
SWC	1667	5000	2009-11 Traill Co/Goose River Snagging & Clearing	9/1/2010	48,000	0	48,000
SWC	1705	5000	2009-11 Red River Basin Flood Control Coordinator Position	7/24/2009	36,000	0	36,000
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	1808	5000	2009-11 U.S. Dept of Interior/Beaver Creek Gaging Stations	9/7/2010	11,710	0	11,710
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	18502	5000	(2008) Drought Disaster Livestock Water Supply	5/14/2008	571,747	157,134	414,613
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 Tral	12/5/2008	3,266	0	3,266
SWC	1941	5000	Walsh County Assessment Drain 4A Construction	9/21/2009	81,594	81,594	0
SWC	1942	5000	Walsh County Assessment Drain 10, 10-1, 10-2	9/21/2009	273,056	235,789	37,267
SE	1943	5000	2009-11 Missouri River/Oahe Delta Flood Hazard Mitigation Evaluation Project	8/10/2009	12,000	0	12,000

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

GENERAL PROJECT OBLIGATIONS

Approved SWC				Initial	Total	Total	Aug-10
By	No	Dept		Approved	Approved	Payments	Balance
				Date			
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	2,409	47,591
SWC	1965	5000	2009-11 ND Silver Jackets Team Charter & Action Plan	11/12/2009	75,000	14,343	60,657
SWC	1966	5000	2009-11 City of Oxbow Emergency Flood Fighting Barrier System	6/1/2010	188,400	0	188,400
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	1,012,219	80,069	932,150
SE	PBS	5000	2009-11 PBS Documentary on Soil Salinity/Lake Agassiz RC & D	1/29/2010	1,000	0	1,000
SWC	1882-7	5000	2009-11 NDSU Development of SEBAL	9/1/2010	61,404	0	61,404
SE	AOC/ARB/ND	5000	2009-11 NDSU Dept of Soil Science - NDAWN Center	3/8/2010	6,000	3,000	3,000
SE	AOC/RRBC	5000	2009-11 Red River Basin "A River Runs North"	6/30/2010	5,000	0	5,000
SWC	AOC/RRBC	5000	2009-11 Red River Basin Commission Contractor	7/1/2009	200,000	100,000	100,000
SWC	AOC/WEF	5000	2009-11 North Dakota Water Magazine	7/20/2009	36,000	18,000	18,000
SE	AOC/WEF/TO	5000	2010 Summer Water Tours Sponsorship	3/1/2010	2,500	2,500	0
SE	AOC/WRD	5000	2010 Water Managers Handbook	3/22/2010	16,500	0	16,500
SWC	CON/WILL-CA	5000	2009-11 Will & Carlson Consulting Contract	8/24/2009	70,000	22,474	47,526
SE	PSAWRD/MRJ	5000	Missouri River Joint Water Board, Start up	12/5/2008	14,829	0	14,829
SE	PSAWRD/MRJ	5000	Missouri River Joint Water Board (MRRIC) T. FLECK	6/30/2009	20,000	10,806	9,194
SE	PSAWRD/USR	5000	2009-11 Upper Sheyenne River WRB Administration	7/10/2009	12,000	500	11,500
TOTAL					18,898,047	3,264,764	15,633,283

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

COMPLETED GENERAL PROJECTS

Approvec SWC			Initial	Total	Total	Aug-10	
By	No	Dept	Approved Date	Approved	Payments	Balance	
SWC	249	5000	2009 Mott Dam Emergency Action Plan	6/23/2009	25,000	12,757	12,243
SE	353	5000	2009-11 Cedar Lake Dam, Emergency Action Plan	7/15/2009	9,600	9,600	0
SE	420	5000	2009 Mirror Lake Dam Safety Repair	10/14/2009	12,220	11,887	333
SE	420	5000	Mirror Lake One-Foot Pool Raise	9/17/2009	18,281	18,281	0
SE	450	5000	2007-09 Sykeston Dam 2008 Emergency Action Plan	11/25/2008	7,839	7,839	0
SE	560	5000	2009 Blacktail Dam Emergency Action Plan	5/28/2009	9,600	6,733	2,867
SWC	568	5000	2009 Sheyenne River Snagging & Clearing Project	12/5/2008	135,000	75,085	59,915
SWC	568	5000	2009-11 Richland Co. Sheyenne River Snagging & Clearing Project	12/11/2009	47,500	35,449	12,051
SWC	568	5000	2009-11 Richland Co. Sheyenne River Snagging & Clearing Project	3/11/2010	47,500	47,409	91
SWC	568	5000	2009 Richland Co. Sheyenne River & Wild Rice River Snagging & Clearing #184	12/11/2009	39,500	28,488	11,012
SWC	571	5000	2009-11 Oak Creek Bank Stabilization Project	8/18/2009	33,250	25,365	7,885
SWC	576	5000	2009-11 City of Mandan - Missouri River Emergency Bank Stabilization	12/11/2009	33,429	33,370	59
SE	576	5000	2009-11 Mandan City Flood Controls Works	6/18/2010	2,000	2,000	0
SE	586	5000	2009 Short Creek Dam Emergency Action Plan	5/28/2009	9,600	9,600	0
SWC	620	5000	2009-11 City of Manan - Lower Heart River Bank Stabilization	12/11/2009	63,808	63,808	0
SE	662	5000	2009 WCWRD'S Park River Snagging & Clearing Project	6/30/2009	1,948	0	1,948
SE	671	5000	2007-09 Harvey Dam 2008 Emergency Action Plan	11/25/2008	7,840	7,837	3
SWC	847	5000	Maple River - Retention Study Rush River Joint WRD	8/15/2002	25,000	24,927	73
SE	870	5000	2009-11 Crown Butte Dam Emergency Action Plan	7/10/2009	9,600	9,600	0
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	1140	5000	Pembina County Drain No 11 Outlet Improvement	9/21/2009	70,846	70,846	0
SWC	1155	5000	2008 Pembina Co. Drain No. 42 Partial Impr.Recon.	3/17/2008	11,386	11,386	0
SWC	1176	5000	2008 Richland Co. Drain No. 2 Partial Improvement Recon.	3/17/2008	5,791	2,964	2,827
SWC	1238	5000	2009-11 Traill County Drain No. 19 Legal/Ext Outlet	8/18/2009	46,187	46,187	0
SWC	1249	5000	2008 Traill Co. Drain No. 34 Partial Improvement Recon	3/17/2008	255,629	192,250	63,379
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 Assessment Report	12/22/2009	9,179	9,179	0
SE	1378	5000	2009-11 Clausen Springs Dam Feasibility Study of Improvement Options	12/10/2009	7,921	7,921	0
SE	1378	5000	2009-11 Clausen Springs Dam Emergency Watershed & Dam Hydraulics Repor	8/31/2009	9,418	9,418	0
SE	1382	5000	2009-11 Camel Butte Dam Emergency Action Plan	7/24/2009	9,600	9,600	0
SWC	1403	5000	2009-11 ND Water Resources Research Institute Fellowship Program	12/11/2009	13,850	13,850	0
SWC	1413	5000	2009 TCWRD Buffalo Coulee Snagging & Clearing Project	6/23/2009	49,000	28,874	20,126
SWC	1461	5000	2008 Pembina River Area Bank Stabilization Project	12/5/2008	24,307	0	24,307
SE	1515	5000	2009-11 US Geological Survey - monitoring gages Cottonwood Creek Dam	10/18/2009	8,260	8,260	0
SWC	1523	5000	2008 Souris River Golf Course Area Bank Stabilization	9/29/2008	31,612	31,612	0
SE	1556	5000	2009 Indian Creek Dam Emergency Action Plan	5/28/2009	9,600	9,600	0
SWC	1572	5000	Burnt Creek Floodway Diversion Channel	4/30/2008	121,091	112,637	8,454
SWC	1667	5000	2009-11 Traill County Goose River Snagging & Clearing Project	12/11/2009	46,500	30,873	15,627
SE	1849	5000	2008 Tongue River Diversion Channel Rock Project	11/25/2008	19,087	17,994	1,093
SWC	1859	5000	2009-11 Section NPS 319 ND Health Dept	8/18/2009	200,000	70,895	129,105
SWC	1869	5000	2008 McDowell Dam Emergency Action Plan	9/29/2008	25,000	25,000	0
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
SWC	1948	5000	2008 Cass Co. Drain No. 67 Construction Project	3/25/2008	334,250	199,888	134,362
SWC	1950	5000	2008 Cypress Creek Drain No. 2 Construction	6/23/2008	22,400	22,400	0
SWC	1751-06	5000	2009-11 Southeast Cass WRD/Flood Imagery Project	1/18/2010	30,014	30,014	0
TOTAL					2,141,312	1,473,959	667,353

## FM METRO FLOOD RISK MANAGEMENT PROJECT

- Lead Agency                    US Army Corps of Engineers
- Local Sponsors
  - City of Fargo with Cass County and Joint Water Board
  - City of Moorhead with Clay County and Buffalo Red River Watershed District
- Feasibility Study in Progress
  - ND 35K CFS Diversion – Local Preferred Plan (LPP)
  - MN 35K CFS Diversion – Federal Comparable Plan (FCP)
  - MN 40K CFS National Economic Development Plan (NED)
- General Schedule
  - Submit revised Draft Environmental Impact Statement (DEIS) – Spring 2011
  - Submit Final EIS – Fall 2011
  - Final Report for Authorization and Appropriation – Fiscal 2012
  - Water Resource Development Act (WRDA) – Fall 2011
  - Begin Design –                    Summer 2011
  - Begin Construction –            Spring 2013
  - Complete Construction –        2021
- General Cost Estimates\*

	<u>LLP (ND 35K)</u>	<u>FCP (MN 35K)</u>
Cost	\$1,500 Million (M)	\$1,300 M
Federal	\$840 M	\$840 M
Local	\$660 M	\$460 M
MN Local **	\$66 M	\$46 M
ND Local	\$594 M	\$414 M
ND Share (50%)***	\$297 M	\$207 M
Fargo/Cass Share (50%)	\$297 M	\$207 M

\* Mitigation/minimization of river stage impacts to be added when determined

\*\* Based on 90/10 cost split yet to be confirmed

\*\*\* Based on 50% of non-Minnesota, non-federal cost share

- Projected Annual Expenditure (LPP) (See \* above)

	<u>Federal</u>	<u>MN Local</u>	<u>Fargo Cass Co.</u>	<u>ND</u>
<u>2011</u>				
○ Complete Feasibility Study and EIS				
○ Begin Project Design	\$24 M	\$2.4 M	\$10.8 M	\$10.8 M
<hr/>				
<u>2012</u>				
○ Design/Right of Way (ROW) Acquisition	\$30 M	\$3 M	\$13.5 M	\$13.5 M
<hr/>				
<u>2013</u>				
○ Design/ROW/Construction	\$60 M	\$6 M	\$27 M	\$27 M
<hr/>				
<u>2014 – 2021</u>				
○ Annual Average Expenditure	\$90 M	\$7 M	\$31 M	\$31 M

- Fargo/Cass County Funding

- City of Fargo ½ cent sales tax  
20 years @ \$10 M per year
- Cass County ½ cent sales tax  
County-wide vote on November ballot  
If approved, 20 years at \$11 M per year
- Cass County Joint Water Board  
Potential special assessment for maintenance and/or construction

- Challenges

- Minimizing, mitigating of diversion impacts
- Federal authorization and appropriation  
Competition for limited federal funding  
Multi-year funding commitment  
Congressional/Delegation influence
- Local funding
- Upstream/Retention
  - Long lead time
  - Multiple rivers to deal with
  - Valley terrain not conducive to large retention
  - NIMBY Syndrome

- Benefits
  - Provides regional solution for Cass and Clay Counties and Cities of Fargo, Moorhead, West Fargo, Horace, Harwood, Prairie Rose, Frontier, Reile's Acres, North River
  - Fargo Moorhead metro area the largest population center on Red River and the only one without permanent flood protection
  - Major flood disaster would have multi-state negative economic impact
  - FM Metro ongoing commitment to basin wide flood risk reduction



# BYRON L. DORGAN

United States Senator for North Dakota

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## CANADA-US OFFICIALS ENCOURAGED BY PRODUCTIVE FOUR-PARTY TALKS

Friday, October 8, 2010

TEXT OF STATEMENT FROM  
U.S. SENATOR BYRON DORGAN  
AND  
MANITOBA PREMIER GREG SELINGER

(WASHINGTON, D.C.) — U.S. and Canadian officials on Friday completed two days of productive, wide-ranging talks in Washington D.C. centered on ways to settle differences over a number of water projects in the North Dakota-Manitoba region. The historic talks were helpful in gaining better mutual understanding regarding the positions of each side. Both sides hope that future discussions will lead to agreements that will find resolution to the issues on the table in a way that protects both countries' interests.

The talks were attended by Manitoba Premier Greg Selinger, Senators Byron Dorgan and Kent Conrad, Congressman Earl Pomeroy, Governor John Hoeven from North Dakota, Canadian Ambassador to the U.S. Gary Doer, and U.S. Ambassador to Canada David Jacobson

All parties agreed that an uncontrolled release of Devils Lake water through the Tolna Coulee would be catastrophic on both sides of the border and that the issue requires urgent attention.

There was unanimous agreement among participants to accelerate work on the quantity and quality of water released from the outlet, as well as to establish a basin-wide nutrient management plan in order to improve the water resource quality of both countries.

There was also general agreement to initiate a joint feasibility study to address mutual concerns related to border area water management in the Lower Pembina River Valley.

The participants of the four-party talks plan to schedule a follow-up meeting in November at a date to be determined to continue discussions aimed at ultimately resolving the water disputes.

October 26, 2010

## SOUTHWEST PIPELINE PROJECT WATER SERVICE CONTRACT

Contract No.: 1736-37  
Customer Entity: City of Center

### I. PARTIES

This contract is between the Southwest Water Authority (the "Authority"), the North Dakota State Water Commission (the "Commission"), and the City of Center (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. "Actual proportionate share" means the amount of water delivered to the Customer by the Authority during the Year divided by that Year's total annual water sales to all Customers.
2. "Additional water" means water purchased by the Customer at a flow rate greater than the Maximum flow rate specified in this contract.
3. "Base consumer price index" means the consumer price index, as defined herein, as of January 1, 1995.

4. "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.
5. "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.
6. "Customer" means the city of Center.
7. "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.
8. "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.
9. "Customer distribution system costs" means all costs for and related to the Customer distribution system.
10. "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.
11. "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.
12. "Manager" means the person employed by the Authority to be in charge of and supervise the Authority and its powers and duties.
13. "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.

14. "Minimum annual water purchase" means the minimum gallons of water which the Customer must purchase and pay for during a year.
15. "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.
16. "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.
17. "Potable water" means water fit for human consumption.
18. "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.
19. "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.
20. "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 150 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. Unless otherwise specified in the amendment, the term of any amendment is valid through the date specified in Section IV.
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. Preference will be given to municipal, domestic, and rural water needs during times of water shortage.
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 points of delivery under this contract are two connection points, one located adjacent to the Customer's northeast 300,000 gallon reservoir located in Section 14, Township 142, Range 84 West at the east side of the city limits in the vicinity of Second Street and Yatsin Avenue. The other connection is located adjacent to the Customer's southwest 300,000 gallon reservoir located in Section 22, Township 142, Range 84 West at the southwest side of the city limits. Any connection other than the two connections adjacent to the Customer's northeast 300,000 gallon reservoir, and adjacent to the Customer's southwest 300,000 gallon reservoir must be approved, in writing, by the Authority and by the Commission and all costs related to any other connection, including all appurtenant

pipng, 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 (1<sup>st</sup>) 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 (15<sup>th</sup>) day of each month. Payments sent after the fifteenth (15<sup>th</sup>) 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. Interest 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. All notices or other communications required under this contract must be given either in person or by certified mail at the address shown on the signature page of this contract. Notice provided under this provision does not meet the notice requirements for monetary claims against the Commission found at N.D.C.C § 32-12.2-04.
3. Customer shall promptly notify Authority and Commission of all potential claims that arise or result from this contact. Customer shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants Commission the opportunity to review and inspect the evidence, including the scene of an accident.

4. 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.
5. In the event a lawsuit is initiated by Commission to obtain performance due under this contract and Commission is the prevailing party, Customer shall pay Commission's reasonable attorney fees and costs in connection with the lawsuit.
6. 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.
7. 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.
8. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.
9. 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.
10. 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.
11. 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.
12. Customer understands that, except for disclosure prohibited in this contract, Commission must disclose to the public upon request any records it receives from Customer. Customer further understands that any records that are obtained or generated by Customer under this contract, except for records that are confidential under this contract, may, under certain circumstances, be open to public upon request under the North Dakota open records law. Customer agrees to contact Commission immediately upon receiving a request for information under the open records law and to comply with Commission's instructions on how to respond to the request.

#### **VIII. TERMINATION**

The Authority and the Commission may terminate this contract if the Customer fails to use water delivered in a manner 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:

**SOUTHWEST WATER AUTHORITY**  
4665 2<sup>nd</sup> Street SW  
Dickinson, ND 58601-7231  
By:

\_\_\_\_\_  
Todd Sando, Chief Engineer and Secretary

\_\_\_\_\_  
Larry Bares, Chairman

Date \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF CENTER**  
PO Box 76  
Center, ND 58530-0076

**CITY OF CENTER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

City Auditor

Date \_\_\_\_\_

Date \_\_\_\_\_



## **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 [gacd@daktel.com](mailto:gacd@daktel.com), 800-532-0074 or go to [www.garrisondiversion.org](http://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**

- The LAWA board met on September 14. The preliminary findings of the value engineering process were presented. The board also discussed the potential funding needs in the upcoming North Dakota legislative session. The next meeting of the LAWA board is scheduled for December 8 in Bismarck.

### **Pre-final Design Effort**

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

**Right-of-Way:** Garrison Diversion has wrapped up the effort to obtain options for right-of-way. The next steps to acquire the right-of-way will occur when the decision is made to exercise the options. Access to all of the right-of-way has been secured to complete the studies. Out of 173 landowners, 132 or 76% have signed option agreements for easements.

**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, along with the other isolated wetlands, have been field verified. The wetlands under easement by the US Fish and Wildlife Service have been field verified and surveyed to develop contour maps, and the permit application to cross wetland easements has been submitted.

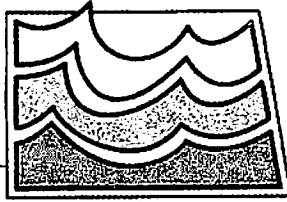
The class 3 cultural and historic properties field review has been completed for the entire right-of-way, and there were no significant findings. These results have been submitted to Reclamation, and consultation with the North Dakota Historic Properties Office was requested.

The Wetland Delineation Report has been completed, and the field verified jurisdictional wetlands have been submitted to the Corps of Engineers with a request to amend the jurisdictional determination to account for the adjustments in alignment.

The remaining effort in this task order is to complete the other miscellaneous permit applications so that they are ready when the decision is made to move forward.

**Operational Plan:** The technical memorandums supporting the operational plan have been completed. The operational plan and the supporting technical memorandums were sent to the work group for written comments. This will end the development of the operational plan at this stage of the project. It will remain in draft form until the project moves closer to construction.

October 26, 2010



# North Dakota State Water Commission

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## MEMORANDUM

**TO:** Governor John Hoeven  
Members of the State Water Commission  
**FROM:** ~~John~~ Todd Sando, PE Chief Engineer/Secretary  
**SUBJECT:** Missouri River Update  
**DATE:** October 13, 2010

On October 11, system storage in the six mainstem reservoirs was 61.2 million acre-feet (MAF), 5.8 MAF above the average system storage for the end of September, and 5.6 MAF more than last year. The record minimum system storage for the end of September was 35.0 MAF in 2006, and the maximum system storage for the end of September was 66.8 MAF in 1975. The Corps predicts runoff above Sioux City for 2010 to be 38.7 MAF, 156% of normal. If this occurs it will be the third highest runoff year since 1898; lagging behind 1997, which had 49.0 MAF of runoff, and 1978, which had 40.6 MAF of runoff. This results in a forecast that the system will have 57.1 MAF at the end of the year. The record low end of year system storage was 34.4 MAF in 2005, and the maximum end of year storage was 60.95 MAF in 1975.

On October 11, Lake Sakakawea was at an elevation of 1847.3 feet msl, about 9.8 into the Flood Pool. This is 5.8 feet higher than a year ago and 11.2 feet above its average daily October elevation. The record minimum average daily October elevation was 1809.5 feet msl in 2006, and the maximum average daily October elevation was 1847.2 in 1972. Lake Sakakawea peaked at 1851.4 ft msl on July 30, which was 1.4 feet into the Exclusive Flood Pool. Releases averaged 26,900 cfs during the September, compared to the long-term average of 20,400 cfs. Releases were increased to 30,000 cfs in early October and are expected to remain at that rate through November, before being reduced in early December. The reservoir is expected to drop 3.1 feet in October, ending at 1845.2 feet msl. The forecast shows Sakakawea falling to 1841 by the end of the year, and to the base of the Flood Pool, 1837.5 feet msl, by end of February 2011.

The elevation of Lake Oahe was 1609.8 feet msl on October 11, about 2.3 feet into the Flood Pool; this is 2.6 feet higher than last year and 10.3 feet higher than its average daily October elevation. The record minimum average daily October elevation for Lake Oahe was 1572.1 feet msl in 2006, and maximum average daily October elevation was 1615.9 in 1997. Lake Oahe peaked at 1617.6 feet msl on July 1, and was 0.6 feet into the Exclusive Flood Pool. Releases from Oahe averaged 39,200 cfs in September and will average 38,900 cfs in October. The forecast shows Oahe falling to 1606.4 by the end of the year, and to the base of the Flood Pool, 1607.5 feet msl, by the end of February 2011.

Fort Peck Lake has remained nearly level this fall at an elevation of 2235.9 feet msl; this is 15.8 feet higher than a year ago and 5.6 feet above its daily average October elevation. Releases averaged 6,100 cfs in September compared to the long-term average of 5,400 cfs. Releases will remain near 6,000 cfs through November. The forecast shows for Fort Peck falling to 2235.1 by the end of the year.

The Corps of Engineers' basic forecast, 38.7 MAF of runoff, shows full service flows for navigation, and an extended navigation season. The navigation season has been extended 10 days and will close in Sioux City, Iowa on December 2.

The Corps scoping phase for the Missouri River Authorized Purposes Study (MRAPS) closed on September 20, 2010. Attached are the written comments The North Dakota State Water Commission (NDSWC) submitted. A complete list of all comments that were submitted during the scoping phase can be found on [www.mraps.org](http://www.mraps.org).

The Missouri River Recovery Implementation Committee (MRRIC) will be holding a meeting October 19-21 in South Sioux City, Nebraska.

The Corps plans on releasing the draft Programmatic Environmental Impact Statement (PEIS) for Emergent Sandbar Habitat creation between now and December for public comment. The PEIS will focus on mechanically created sandbars in areas identified in the 2003 Biological Opinion. The Corps is planning to hold public meetings in Bismarck and Riverdale, although specific meeting dates and places have not yet been announced.

In 2008, the Corps released a policy that stated no real estate easements would be granted on Corps land without water storage contracts. In order for the Corps to issue a water storage contract, storage must be allocated. The storage in the Missouri River System has never been allocated. The Corps is in the process of conducting a system wide storage allocation study that could potentially take up to 7 years. In order to expedite existing permit applications, the Corps is in the process of drafting a letter report that will be released between January and May 2011. The letter report will temporarily allocate 100,000 acre-ft of storage in Lake Sakakawea to Surplus Water that will be used for municipal and industrial (M&I) use, and grant permits to applicants who have applied for water intakes on the lake to supply water for the oil industry. It is the position of the State Engineer that the natural flow of the river is sufficient for water supply and no storage contracts should be issued. The State is in the process of initiating a natural flows study on the Missouri River.

The task force that was implemented by the Missouri River Protection and Improvement Act of 2000 (Title VII) held a vote by email on October 8, 2010 for a plan that will allow suggested sedimentation management projects to be brought to the task force. If a proposed project meets the criteria of the plan, the task force will then suggest the project to the Corps for cost share funds. Results of the vote are not yet known. The plan can be modified on an annual basis.

The Corps released the draft AOP for 2010-2011 in September. Six public meetings will be held throughout the basin. The Bismarck AOP meeting is scheduled for 7 pm, October 19 at the Radisson Hotel. The Corps will accept comments on the draft plan through November 15.

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