

MINUTES

North Dakota State Water Commission Bismarck, North Dakota June 13, 2024

The ND State Water Commission (Commission or SWC) held a meeting at the Bank of North Dakota, 1200 Memorial Highway, Bismarck, ND, and via phone conference on June 13, 2024. Lt. Governor Miller called the meeting to order at 1:00 PM. A quorum was present. The board opened the meeting by reciting the Pledge of Allegiance.

State Water Commission Members Present:

Lt. Governor Miller, Acting Chairman
Doug Goehring, Commissioner, ND Dept. of Agriculture
Michael Anderson, Lower Red River Basin
Jeff Frith, Devils Lake Basin
James Odermann, Little Missouri, Upper Heart, and Upper Cannonball River Basins
Connie Ova, James River Basin (online)
Gene Veeder, Upper Missouri River Basin (online)
April Walker, Upper Red River Basin
Jason Zimmerman, Mouse River Basin

State Water Commission Members Not Present:

Jay Volk, Lower Missouri River Basin

Others Present:

Dr. Andrea Travnicek, Director, ND Dept. of Water Resources (DWR or Department) and Commission Secretary
John Paczkowski, DWR State Engineer
DWR Staff
Matthew Sagsveen, General Counsel, Attorney General's Office
Approximately 75 people present online and in person.

Consideration of Agenda

Commissioner Anderson moved to approve the June 13, 2024, meeting agenda as presented. The motion was seconded by Commissioner Walker and passed by unanimous vote.

Consideration of Meeting Minutes

Commissioner Zimmerman moved to approve the April 11, 2024, State Water Commission meeting minutes as written. The motion was seconded by Commissioner Frith and passed by unanimous vote.

Commissioner Zimmerman moved to approve the May 16, 2024, Pre-Commission meeting minutes as written. The motion was seconded by Commissioner Frith and passed by unanimous vote.

Disclosure of Potential Conflicts of Interest

State Water Commissioners had no potential conflicts of interest to disclose.

Commission Secretary Update

Andrea Travnicek, Ph.D., Secretary, stated DWR staff presented last week at the Water Topics Committee meetings in Minot on DWR's budget, Southwest Pipeline Project (SWPP), and Northwest Area Water Supply (NAWS). Travnicek added DWR staff will be also presenting at the Interim Agriculture and Natural Resources Committee meetings next week in Fargo on the National Flood Insurance Program study. Travnicek thanked the Commissioners for hosting the Commissioner-Hosted Basin meetings starting next week. She also introduced Travis Johnson, NAWS Project Manager, that comes to the Department with over 22 years of experience.

Financial Report

The Glossary of Terms, allocated program expenditures, and financial reports were presented by Chris Kadmas, DWR Administration Division Director (**APPENDIX A**).

The oil extraction tax deposits total \$213,266,475 estimated through May 2024 for the 2023-25 biennium, which is \$14,573,988 over the projected biennium revenue of \$198,692,487 through May 2024. Transfers in the amount of \$11.3 million from the Resources Trust Fund to the Water Projects Stabilization Fund have occurred through March 2024.

The 68th Legislative Assembly estimates oil extraction tax deposits for the 2023-2025 biennium to total \$449,859,211 through June 2025. It also provided for the transfer of oil extraction tax deposits in excess of the legislative forecast for the 2023-2025 biennium to be transferred quarterly to the water projects stabilization fund.

Cost-Share Policy

Pat Fridgen, Division Director of Planning and Education, reviewed Cost-Share Program and policy recommendations. At the April commission meeting, Commissioners denied three requests for cost-share funding for water meter replacement projects. Commissioners determined those type of projects are considered regular system operation and maintenance and are not eligible. DWR staff were asked to develop draft policy to reflect this determination. It is recommended by staff to modify the WebGrants certification language, expand Section 4—Sponsor's Responsibilities—in the DWR Agreement for Cost-Share Reimbursement template, modify Section 3.3 in Pre-Application for Assessment Projects, under Section 3.14 modify the definition of regular maintenance costs, add water meter replacements to the list of ineligible items, and update funding preference timing language related to high and moderate priorities to match timing expectations related to the Water Development Plan. There were no questions, and the following motion was made:

Moved by Commissioner Anderson and seconded by Commissioner Zimmerman the Commission approve the Cost-Share Program and policy modifications included in this memorandum (APPENDIX B), with an effective date of June 13, 2024.

Commissioners Anderson, Frith, Odermann, Ova, Veeder, Walker, Zimmerman, Goehring, and Lt. Governor Miller voted aye. There were no nay votes. The motion carried.

Commissioner-Hosted Basin Meetings

Cory Drevecky, DWR Water Resource Planner, informed the commission the meetings have been scheduled, venues secured, and the agenda has been finalized for the 2024 Commissioner-Hosted Basin meetings. Drevecky noted this year DWR received more than 600 project planning form submissions. Staff reviewed and prioritized the submissions, resulting in 545 projects included in the preliminary 2025 Water Project Inventory, totaling \$1.4 billion—a 35 percent increase. Feedback from Commission members and project sponsors will be used to finalize the 2025 Water Development Plan, which is scheduled to be published online in late 2024.

Northwest Area Water Supply (NAWS)

Biota Water Treatment Plant - Operations and Maintenance Agreement with City of Minot

Sindhuja S.Pillai-Grinolds, Water Development Division Director, discussed the Biota Water Treatment Plant (WTP) operations agreement. S.Pillai-Grinolds stated a memorandum of agreement between the Bureau of Reclamation, SWC, and the City of Minot has been executed by all parties defining roles and responsibilities for the operation, maintenance, and replacement of the NAWS Biota WTP. A subsequent cooperative agreement between Reclamation and SWC will be executed in the next few months for Reclamation to provide federal funding. The Biota WTP will be operated by the City of Minot and a draft agreement (**APPENDIX C**) between the City of Minot and SWC covers the day-to-day operations of the water treatment plant and the mechanism for transfer of funds between the SWC and the City of Minot. The City of Minot has approved the draft with no changes at their last meeting. There was no discussion, and the following motion was made:

Moved by Commissioner Goehring and seconded by Commissioner Odermann the Commission authorize the Secretary to finalize and execute Northwest Area Water Supply Biota Water Treatment Plant Operations and Maintenance Agreement.

Commissioners Anderson, Frith, Odermann, Ova, Veeder, Walker, Zimmerman, Goehring, and Lt. Governor Miller voted aye. There were no nay votes. The motion carried.

Southwest Pipeline Project (SWPP)

Strategic Hydraulic Improvement Project Final Design – North New England Service Area

Justin Froseth, SWPP Project Manager, stated work has been ongoing on the three-pronged approach to meet the distribution capacity which includes improvements to transmission facilities, strategic hydraulic improvements to address waiting list users, and design of rural distribution system to serve interested rural customers. Using the prioritization matrix, nine of the most evident service areas with a need for a hydraulic improvement project were scored. Through that effort, the hydraulic improvements project in the North New England service area was selected to move forward with preliminary design and was approved at the April 2023 SWC meeting. The 2023-2025 biennium budget for SWPP includes \$5 million for strategic hydraulic improvements. Therefore, there is funding available for the North New England service area strategic improvement

project estimated at \$3.1 million. There was no discussion, and the following motion was made:

Moved by Commission Goehring and seconded by Commissioner Zimmerman the Commission proceed with final design for the North New England Service Area Hydraulic Improvements project.

Commissioners Anderson, Frith, Ova, Veeder, Walker, Zimmerman, Goehring, and Lt. Governor Miller voted aye. Commissioner Odermann abstained. There were no nay votes. The motion carried.

Western Area Water Supply Authority (WAWSA) Update

Tami Madsen, Executive Director of WAWSA, stated the WAWSA Board of Directors approved a plan to provide some form of baseline sales to the 2010 Baseline Sales recipients as prescribed by the North Dakota Century Code (NDCC). The Directors realize that providing baseline sales in full would create the potential that WAWSA would be unable to pay the industrial loans owed to the state. With this in mind, the attached plan (**APPENDIX D**) outlines a method to pay baseline sales in a pro rata fashion that allows for the industrial utility to maintain a robust financial health while honoring their obligations to both the State and the members.

Consent Agenda

The Consent Agenda included the following cost-share projects with requested funding amounts for approval:

Flood Control

Trails County WRD	Carson Drain 10 Improvements	\$238,399
Lower Heart River WRD	Flood Risk Reduction	\$723,900

General Water

DWR/USGS	Cooperative Monitoring Program FY2025	\$527,678
----------	---------------------------------------	-----------

Water Supply (Municipal)

City of Lisbon	CO2 Tank Replacement	\$295,710
City of Tioga	North Main Street Reconstruction	\$630,284
City of Mapleton	Water Main Improvement District 2023-1	\$220,325

Water Supply (Rural)

Fort Berthold RW	Parshall to White Shield Regionalization	\$341,250
Central Plains WD	Backup Power Generators	\$162,063

There were no questions, and the following motion was made:

Moved by Commissioner Walker and seconded by Commissioner Goehring the Commission approve the Consent Agenda items as presented.

Commissioners Anderson, Frith, Odermann, Ova, Veeder, Walker, Zimmerman, Goehring, and Lt. Governor Miller voted aye. There were no nay votes. The motion carried.

State Cost-Share Requests

Flood Control

Abigail Franklund, DWR Cost-Share Program Manager, presented the following request for flood control projects.

City of Jamestown: 96” Storm Water Replacement (SWC Project No. 1309) \$1,454,210

The City of Jamestown is requesting construction cost-share for their 96-inch Storm Water Replacement – Phase 2 project. Construction for Phase 2 is the replacement of 1,340 feet of corrugated metal pipe (CMP), which routes runoff from predominantly rural sources that enters the city from the south, crosses Highway 281 and Interstate 94, and discharges into a natural drainage way. Flood protection projects may receive up to 60 percent cost-share for eligible projects, however with 93.4% of the contributing watershed originating from rural sources, only that portion is eligible.

This project was considered for cost-share at the April 11, 2024, Commission meeting. At that time, the project yielded a benefit-cost (B/C) ratio of 0.1, resulting in a modified cost-share of 5.6% ($60\% \times 93.4\% \times 0.1$). Since that time, DWR team members conducted additional hydraulic and hydrologic investigations for the project sponsor to identify additional project benefits. As a result of that effort, the B/C ratio increased to 0.5, and therefore qualifies the project for higher and additional cost-share of 28% ($60\% \times 93.4\% \times 0.5$).

This project meets requirements of the Water Commission’s cost-share policy. After a brief discussion, the following motion was made:

Moved by Commissioner Anderson and seconded by Commissioner Goehring the Commission approve the request from the City of Jamestown for state cost participation in the Jamestown 96-inch Storm Water Replacement Phase 2 – Construction project at a modified cost-share of 28 percent of eligible costs not to exceed \$1,454,210. This approval is contingent on available funding.

Commissioners Anderson, Frith, Odermann, Ova, Veeder, Walker, Zimmerman, Goehring, and Lt. Governor Miller voted aye. There were no nay votes. The motion carried.

General Water

Franklund presented the following request for general water projects.

DWR: Targeted LiDAR Collection – Williams and Ward Counties \$1,500,000 (SWC Project No. 2045)

The DWR requests funding for their Targeted Light Detection and Ranging (LiDAR) Collection project. Numerous state agencies utilize DWR’s LiDAR collection, specifically the Department of Mineral Resources (DMR) Oil and Gas Division and Geological

Survey Division for their landslide mapping initiative. The purpose of the project is to collect Quality Level 2 (QL2) LiDAR for Williams and Ward Counties. QL2 LiDAR was last collected for these counties in 2016. The project will provide DMR the ability to compare the current imagery to older imagery to further their landslide mapping initiative.

This project meets requirements of the Water Commission's cost-share policy for general water supply projects. There were no questions, and the following motion was made:

Moved by Commissioner Goehring and seconded by Commissioner Zimmerman the Commission approve the request by the Department of Water Resources for state cost participation in LiDAR Collection – QL2 Williams and Ward Counties project in an amount not to exceed \$1,500,000. This approval is contingent on available funding.

Commissioners Anderson, Frith, Odermann, Ova, Veeder, Walker, Zimmerman, Goehring, and Lt. Governor Miller voted aye. There were no nay votes. The motion carried.

Water Supply (Municipal/Regional)

Julie Prescott, DWR Engineer Manager, presented the following municipal/regional water supply projects.

City of Bismarck: Western ND Joint WTP CO2 Storage Facility \$360,000 (SWC Project No. 2050BIS)

The City of Bismarck is requesting preconstruction cost-share for their Western North Dakota Water Treatment Plant pH Stabilizer Storage Facility project. The project is construction of a 400-ton food-grade CO2 storage tank at the Bismarck water treatment plant. The purpose of the project is to provide bulk storage for Bismarck and other potential users.

This project meets requirements of the Water Commission's cost-share policy for municipal water supply projects. There were no questions, and the following motion was made:

Moved by Commissioner Goehring and seconded by Commissioner Anderson the Commission approve the request from the City of Bismarck for state cost-share participation in the Western ND pH Stabilizer Storage Facility project at 60 percent of eligible costs, not to exceed \$360,000. This approval is contingent on available funding.

Commissioners Anderson, Frith, Odermann, Ova, Veeder, Walker, Zimmerman, Goehring, and Lt. Governor Miller voted aye. There were no nay votes. The motion carried.

City of Taylor: Connect to Southwest Pipeline \$1,098,291 (SWC Project No. 2050TAY)

The City of Taylor is requesting construction cost-share for their Water Supply Improvements – Connect to Southwest Pipeline project. The project is approximately 3,300 feet of new water main construction along Second Street and Maple Avenue and water main looping along Third Street.

This project meets requirements of the Water Commission's cost-share policy for municipal water supply projects. There were no questions, and the following motion was made:

Moved by Commissioner Odermann and seconded by Commissioner Zimmerman the Commission approve the request from the City of Taylor for state cost-share participation in the Water Supply Improvements – Connect to Southwest Pipeline project in the amount of \$1,098,291, or 60 percent of eligible costs, with total cost-share not to exceed \$1,213,491. This approval is contingent on available funding.

Commissioners Anderson, Frith, Ova, Veeder, Walker, Zimmerman, Goehring, and Lt. Governor Miller voted aye. Commissioner Odermann abstained. There were no nay votes. The motion carried.

**City of Bismarck: Water Treatment Plant Expansion \$50,000,000
(SWC Project No. 2050BIS)**

The City of Bismarck is requesting cost-share for their Water Treatment Plant Expansion project. The purpose of the project is to increase the capacity of Bismarck's existing water treatment plant to 40 million gallons per day. The project will include replacement of aging and limited capacity process components, a raw water blending structure, basin construction and rehabilitation, ultrafiltration and reverse osmosis systems, replacement of the surface water intake pipeline, screening, pumps, and other facility improvements. Under Senate Bill 2020, approved by the North Dakota State Legislature in 2023, up to \$50,000,000 was made available during the 2023-2025 biennium for the project.

This project meets requirements of the Water Commission's cost-share policy for municipal water supply projects. There were no questions, and the following motion was made:

Moved by Commissioner Goehring and seconded by Commissioner Anderson the Commission approve the request from the City of Bismarck for state cost-share participation in the Water Treatment Plant Expansion project in the amount of \$50,000,000, or 60 percent of eligible costs, with total cost-share not to exceed \$52,794,200. This approval is contingent on available funding.

Commissioners Anderson, Frith, Odermann, Ova, Veeder, Walker, Zimmerman, Goehring, and Lt. Governor Miller voted aye. There were no nay votes. The motion carried.

Water Supply (Rural)

Prescott presented the following rural water supply projects.

**Central Plains Water Dist : Maddock Connection to Central Plains WD \$7,346,826
(SWC Project No. 2050CEN)**

Central Plains Water District is requesting construction cost-share for their Maddock Connection to Central Plains Water District. The project is expansion of the Maddock water treatment plant to accommodate a reverse osmosis system, an associated effluent

pipeline, and electrical upgrades at the district's well site. The purpose of the project is to increase capacity and improve water quality to meet current primary and secondary drinking water standards. All project elements will be owned by Central Plains Water District.

Cost-share funding for the project was considered at the April 11, 2024, State Water Commission meeting, but no action was taken due to bid costs coming in significantly higher than the engineer's estimate. The project is eligible for up to a 75 percent SRF Drinking Water Loan Forgiveness Grant. However, the project is limited to a maximum loan forgiveness of \$9,971,510 due to program funding, which is approximately 50 percent of total costs. This leaves a remaining amount of \$10,014,343, which is eligible for State Water Commission cost-share at 75 percent, or 38 percent of total project costs.

This project meets requirements of the Water Commission's cost-share policy for rural water supply projects. There were no questions, and the following motion was made:

Moved by Commissioner Frith and seconded by Commissioner Walker the Commission approve the request from Central Plains Water District for state cost-share participation in the Maddock Connection to Central Plains Water District in the amount of \$7,346,826, or 38 percent of eligible costs, with total costs not to exceed \$7,480,881. This approval is contingent on available funding.

Commissioners Anderson, Frith, Odermann, Ova, Veeder, Walker, Zimmerman, Goehring, and Lt. Governor Miller voted aye. There were no nay votes. The motion carried.

**WAWSA: R&T Battleview & McGregor Rural Distribution Phase 1 \$7,737,578
(SWC Project No. 1973)**

The Western Area Water Supply Authority (WAWSA) is requesting construction cost-share for their R&T Battleview and McGregor Rural Distribution Phase 1 project. The project is installation of 47 miles of transmission pipeline and new booster pump station at the WAWSA Wildrose Reservoir. The purpose of the project is to increase capacity in the R&T Water Supply Association service area to add 63 new users.

This project meets requirements of the Water Commission's cost-share policy for rural water supply projects. There were no questions, and the following motion was made:

Moved by Commissioner Goehring and seconded by Commissioner Odermann the Commission approve the request from the Western Area Water Supply Authority for state cost-share participation in the R&T Battleview and McGregor Rural Distribution Phase 1 project in the amount of \$7,737,578, or 75 percent of eligible costs, for a total cost-share not to exceed \$8,056,328. This approval is contingent on available funding.

Commissioners Anderson, Frith, Odermann, Ova, Veeder, Walker, Zimmerman, Goehring, and Lt. Governor Miller voted aye. There were no nay votes. The motion carried.

Devils Lake West End Outlet – Flow Meter and SCADA Equipment Replacement Proj. Contract Award

Yaping Chi, Water Resources Engineer, stated one of the top priorities identified in the capital improvement plan for the Devils Lake West End Outlet was to replace the existing non-functional flow meters with ultrasonic flow meters. These flow meters connect to a Programmable Logic Controller (PLC), a component of the Supervisory Control and Data Acquisition (SCADA) system, which enables DWR to monitor and control the Outlet operation remotely. The existing PLC panels are located on the catwalk of each standpipe and are inconvenient to access and maintain. Additionally, the ethernet radios used for communication between the PLCs and the flow meters have been discontinued by the manufacturer. It is recommended to replace the existing PLC panels with new ones and relocate them to the base of each standpipe. Chi noted the installation would take place in early October.

DWR is working with Micro-Comm to finalize the proposal (**APPENDIX E**) for replacing the flow meters and SCADA equipment at the West End Outlet. After a brief discussion, the following motion was made:

Moved by Commissioner Goehring and seconded by Commissioner Walker the Commission authorize the Secretary to award West End Outlet Flow Meter and SCADA Equipment Replacement Contract to Micro-Comm; and, to approve up to \$200,000 to the Devils Lake project from the capital assets funds appropriated for the 2023-2025 biennium.

Commissioners Anderson, Frith, Odermann, Ova, Veeder, Walker, Zimmerman, Goehring, and Lt. Governor Miller voted aye. There were no nay votes. The motion carried.

Project Updates

DWR staff provided updates on the following projects:

- Devils Lake: Yaping Chi, Water Resources Engineer
- Mouse River: Laura Ackerman, Water Resource Engineer
- Missouri River: Clay Carufel, Missouri River Engineer
- NAWS: Sindhuja S.Pillai-Grinolds, Water Development Division Director
- SWPP: Justin Froseth, SWPP Manager
-

Legal Update

Matthew Sagsveen, General Counsel, Attorney General's Office, provided an update on current legal matters involving the SWC and DWR.

SWPP Intake – Contract 1-2A Summary

Justin Froseth, SWPP Project Manager, provided a brief project history, summary of claim related expenses, projections through July 2024, and overall expenditures towards the SWPP Supplementary Intake project. Recommendation to approve \$130,000 towards mediation expenses was also presented. There were no questions, and the following motion was made:

Moved by Commissioner Frith and seconded by Commissioner Anderson the Commission approve an additional \$130,000 for the total authorized to date amount to \$2.61 million towards claim related expenses for the SWPP Contract 1-2A.

Commissioners Anderson, Frith, Ova, Veeder, Walker, Zimmerman, Goehring, and Lt. Governor Miller voted aye. Commissioner Odermann abstained. There were no nay votes. The motion carried.

Executive Session

Under Authority of NDCC § 44-04-19.1(9) for Attorney Client Consultation regarding SWPP – Intake, Contract 1-2A

It was the recommendation of Lt. Governor Miller that further discussion relating to the SWPP/Fowler Intake be held in Executive Session, under the provisions of NDCC § 44-04-19.1(9), for the purpose of attorney consultation. The Commission invited the following to participate in the Executive Session:

State Water Commission Members Present:

Lt. Governor Miller, Acting Chairman
Doug Goehring, Commissioner, ND Dept. of Agriculture
Michael Anderson, Lower Red River Basin
Jeff Frith, Devils Lake Basin
Connie Ova, James River Basin (online)
James Odermann, Little Missouri, Upper Heart, and Upper Cannonball River Basins
April Walker, Upper Red River Basin
Jason Zimmerman, Mouse River Basin

State Water Commission Members Not Present:

Gene Veeder, Upper Missouri River Basin
Jay Volk, Lower Missouri River Basin

Others Present:

Dr. Andrea Travnicek, DWR Director and Commission Secretary
John Paczkowski, DWR State Engineer
Matthew Sagsveen, General Counsel, Attorney General's Office
Sindhuja S.Pillai-Grinolds, DWR Water Development Division Director
Justin Froseth, Southwest Pipeline Project Manager
Chris Kadmas, DWR Administrative Services Director
Abby Ebach, DWR Director of Public Policy
Shana Brost, Administrative Officer
Ben Gehrig, DWR Data & Technology Services
Zachary Greenberg, Policy Advisor, Governor's Office
Mark Becker, Fabyanske, Westra, Hart & Thomson, P.A. (online)

Moved by Commissioner Walker and seconded by Commissioner Goehring that under the provision of NDCC § 44-04-19.1(9), the Commission proceed into Executive Session on June 13, 2024, at 2:38 PM for the purpose of attorney consultation relating to the Southwest Pipeline Project/Fowler Intake—Contract 1-2A.

Commissioners Anderson, Frith, Odermann, Ova, Veeder, Walker, Zimmerman, Goehring, and Lt. Governor Miller voted aye. There were no nay votes. The motion carried.

Following attorney consultation regarding the Southwest Pipeline Project/Fowler Intake, Contract 1-2A, Lt. Governor Miller reconvened the open session of the Commission meeting at 3:03 PM.

There being no further business to come before the Commission, Lt. Governor Miller adjourned the June 13, 2024, meeting at 3:04 PM. The next State Water Commission meeting will be held on August 8, 2024, at 1:00 PM CT in #238 Lewis and Clark Room, Bank of North Dakota, 1200 Memorial Highway, Bismarck, North Dakota.



Tammy Miller, Lieutenant Governor
Acting Chairman, State Water Commission



Andrea Travnicek, Ph.D.
Director, DWR, and Secretary to the State
Water Commission

Glossary of Terms

Allocated-To apportion for a specific purpose. To set apart or earmark.

Anticipated Construction Request-Potential construction requests for prior approved and current projects.

Appropriation-Specifies the amount of funds to be used for a particular purpose during a period of time, normally one biennium.

Original-Legislative authorization to expend.

Current-Requesting authorization to allocate funds.

Unobligated- Funding available to be obligated to a project.

Appropriation Authority-Legislative authority in an Appropriation Act for an agency to expend funds.

Appropriation Bill-A bill which appropriations are given legal effect.

Approved-Funds approved and allocated by the State Water Commission.

Beginning Balance-Resource Trust Fund cash balance that carries over from the previous biennium. This information is provided by Legislative Council and includes carryover and funds not approved or allocate by the State Water Commission.

Carryover Funds-Approved funds unpaid during the current biennium which are transferred to the appropriation for the following biennium.

Carryover Projects-Projects approved but not finished by the end of the current biennium. The time is limited to 2 years after the end of the current biennium, 6/30/21, unless approved by the State Water Commission to continue past that date.

Cash-Resource Trust Fund money received and not allocated to a specific appropriation purpose.

Cost Increase-Funding needed above original cost estimate.

De-Obligation-Funds released from project allocation made from the current biennium appropriation.

Expenditure-Payment or funds spent.

Obligation-Funds allocated from current biennium appropriation to pay based on a contract.

Unexpended-Not yet spent or paid.

Turnback-Carryover funds released from prior biennium from a project allocation.

Unobligated Carryover-Previous biennium funding, not associated with a project released to the Resource Trust Fund.

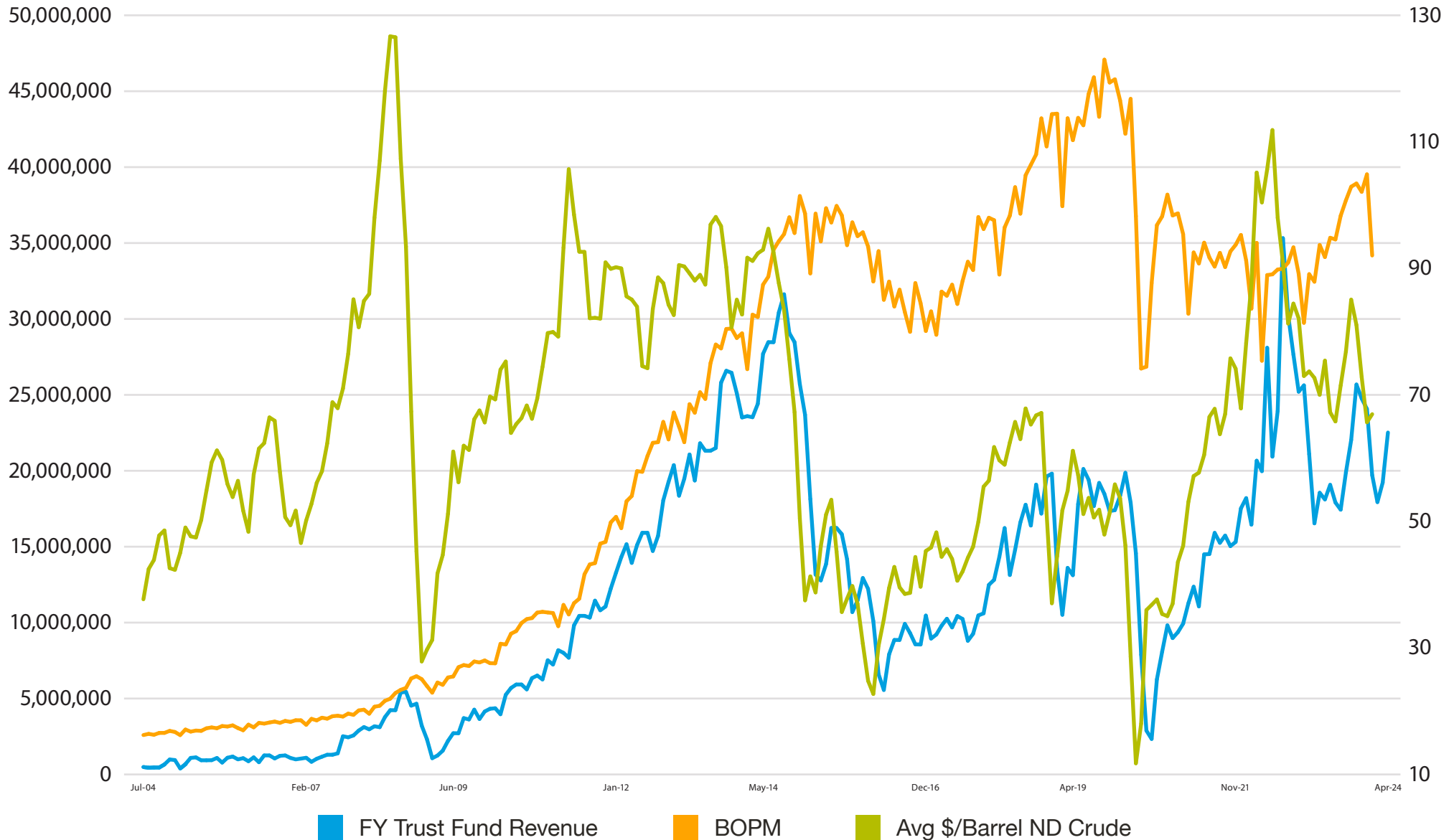
Unpaid Approval-A commitment to an expense at a future date.

Water Infrastructure Revolving Loan Fund (WIRLF) Eligibility-Approval by the State Water Commission of the eligibility of projects to apply for a Water Infrastructure Revolving Loan in compliance with cost share and statutory authority. Final loan approval is by the Bank of North Dakota.

RESOURCES TRUST FUNDED REVENUE

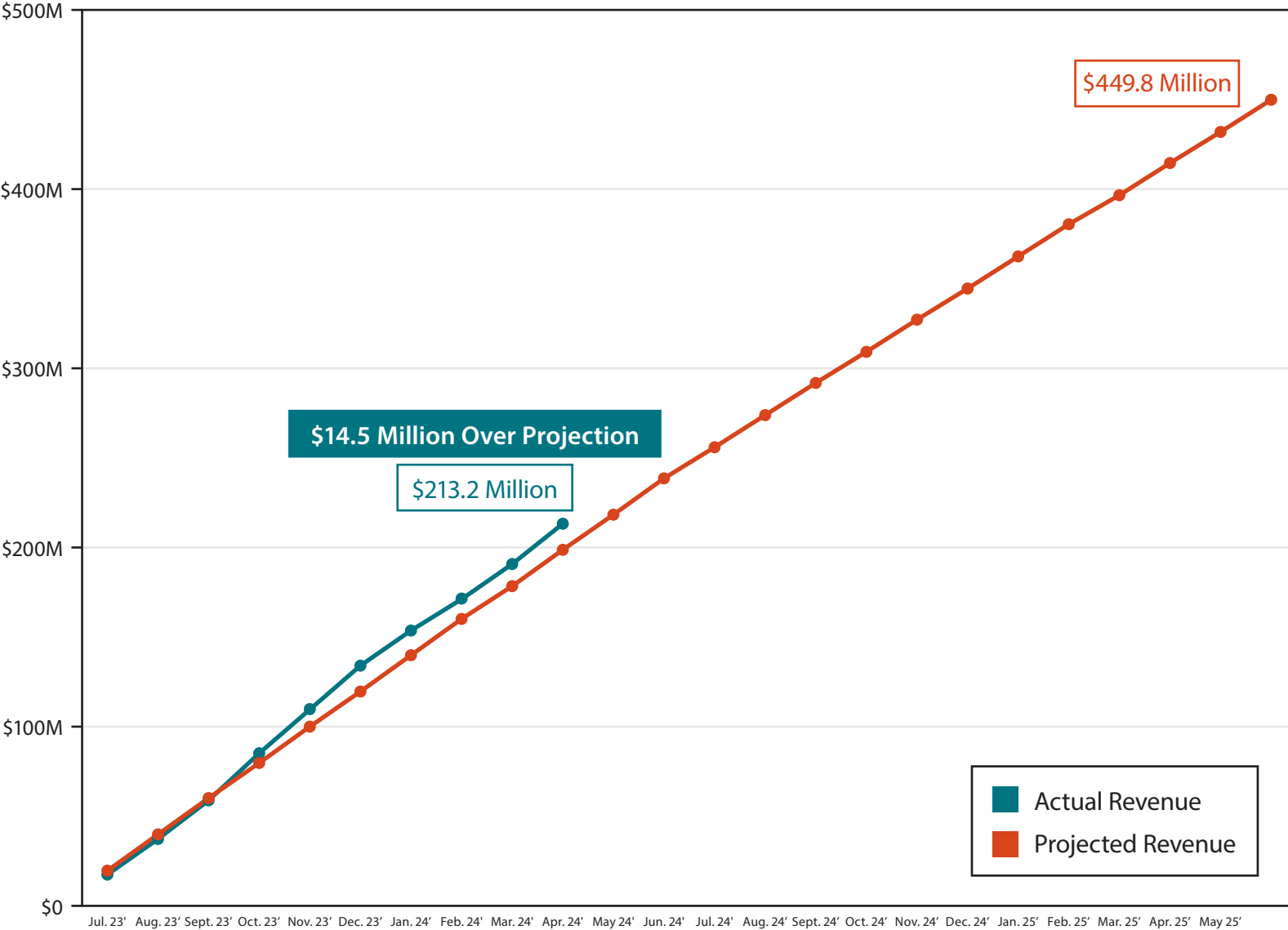
JULY 2004-MAY 2024

NORTH DAKOTA OIL PRODUCTION & RESOURCES TRUST FUND REVENUE



RESOURCES TRUST FUND REVENUE

2023-2025 (Cumulative) | May 2024



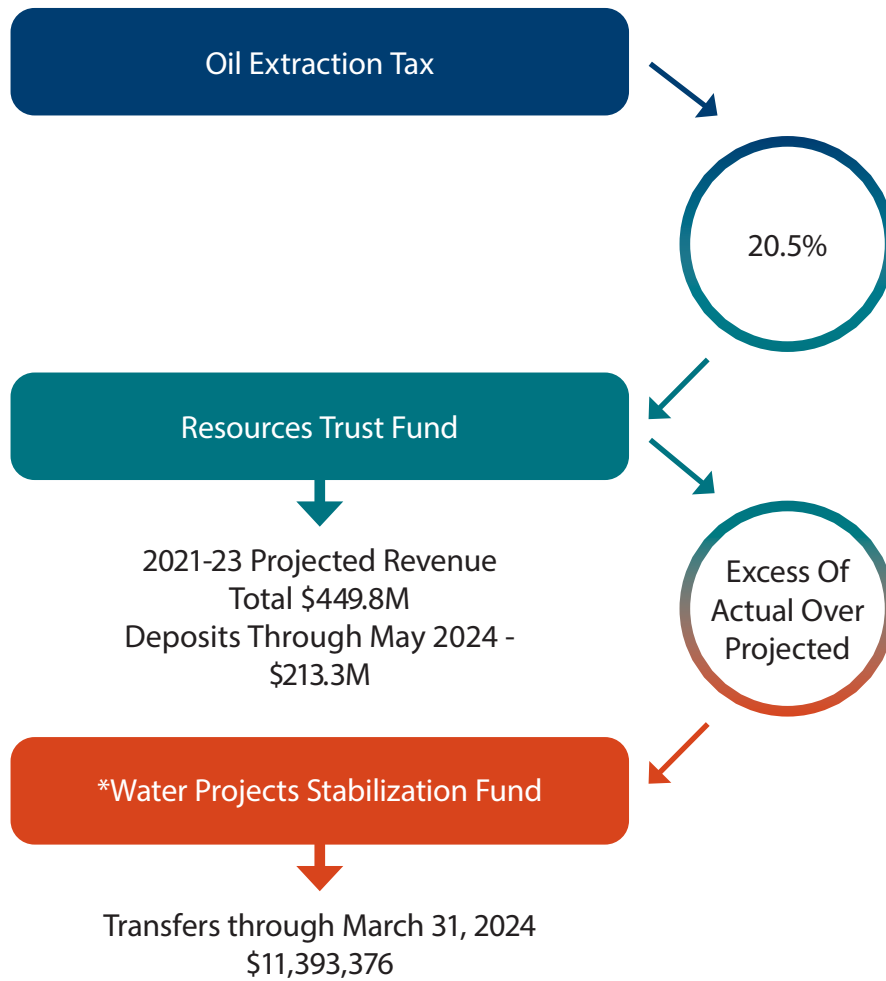
OIL EXTRACTION REVENUE
FOR THE 2023 - 2025 BIENNIUM

MONTH / YEAR	PROJECTED				ACTUAL				
	REVENUE	ENERGY CONS. ¹ ALLOCATION	RENEWABLE ¹ ALLOCATION	RESOURCES TRUST FUND ALLOCATION	REVENUE	TRANSFERS TO ¹ ENERGY CONS.	TRANSFERS TO ¹ RENEWABLE	RESOURCES TRUST FUND NET DEPOSIT	TRANSFERS TO ² WATER PROJECTS STABILIZATION FUND
AUGUST, 2023	\$19,607,811	\$98,039	\$588,234	\$18,921,538	\$17,438,367	\$87,192	\$523,151	\$16,828,025	\$0
SEPTEMBER, 2023	20,261,405	101,307	607,842	19,552,256	19,897,352	99,487	596,921	19,200,945	0
OCTOBER, 2023	20,261,405	101,307	607,842	19,552,256	22,030,025	110,150	660,901	21,258,974	0
NOVEMBER, 2023	19,607,811	98,039	588,234	18,921,538	25,681,608	128,408	770,448	24,782,752	5,308,920
DECEMBER, 2023	20,261,405	101,307	607,842	19,552,256	24,757,068	123,785	448,579	24,184,704	4,495,663
JANUARY, 2024	19,607,811	98,039	6	19,509,766	24,074,426	120,372		23,954,054	4,466,615
FEBRUARY, 2024	20,261,405	101,307		20,160,098	19,707,741	98,539		19,609,202	(553,664)
MARCH, 2024	20,261,405	101,307		20,160,098	17,937,246	89,686		17,847,560	(2,324,159)
APRIL, 2024	18,300,624	91,503		18,209,121	19,221,776	96,109		19,125,667	921,152
MAY, 2024	20,261,405	101,307		20,160,098	22,520,865	112,604		22,408,260	2,259,460
JUNE, 2024	19,607,811	98,039		19,509,772					
JULY, 2024	20,261,405	101,307		20,160,098					
AUGUST, 2024	17,366,918	7,192		17,359,726					
SEPTEMBER, 2024	17,945,816			17,945,816					
OCTOBER, 2024	17,945,816			17,945,816					
NOVEMBER, 2024	17,366,918			17,366,918					
DECEMBER, 2024	17,945,816			17,945,816					
JANUARY, 2025	17,366,918			17,366,918					
FEBRUARY, 2025	17,945,816			17,945,816					
MARCH, 2025	17,945,816			17,945,816					
APRIL, 2025	16,209,124			16,209,124					
MAY, 2025	17,945,816			17,945,816					
JUNE, 2025	17,366,918			17,366,918					
JULY 2025-JUNE REVENUE	17,945,816			17,945,816					
TOTALS	\$449,859,211	\$1,200,000	\$3,000,000	\$445,659,211	\$213,266,475	\$1,066,332	\$3,000,000	\$209,200,142	\$14,573,988

¹ Transfers to the renewable energy development fund and the energy conservation grant fund are established in North Dakota Century Code Section 57-51.1-07.

² Transfers to the water project stabilization fund are calculated after transfers to the renewable energy development fund and energy conservation grant fund occur

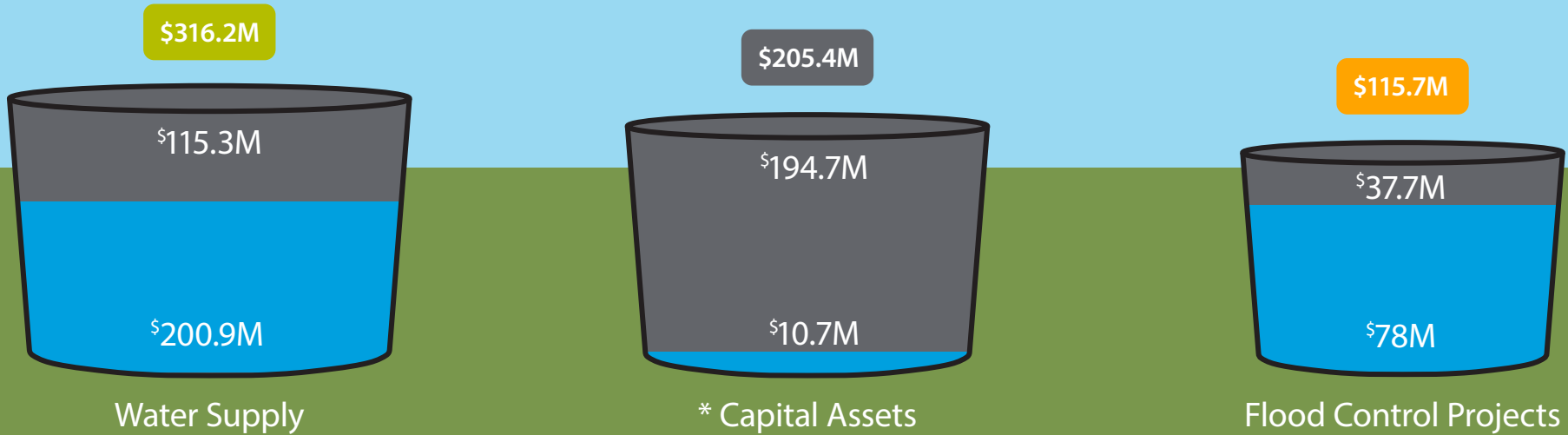
RESOURCES TRUST FUND REVENUE



*Authorized in Sections 5-7 of Senate Bill 2020 during the November special session.

2023-25 PURPOSE FUNDING

JULY 2023-MAY 2024



APPROVED

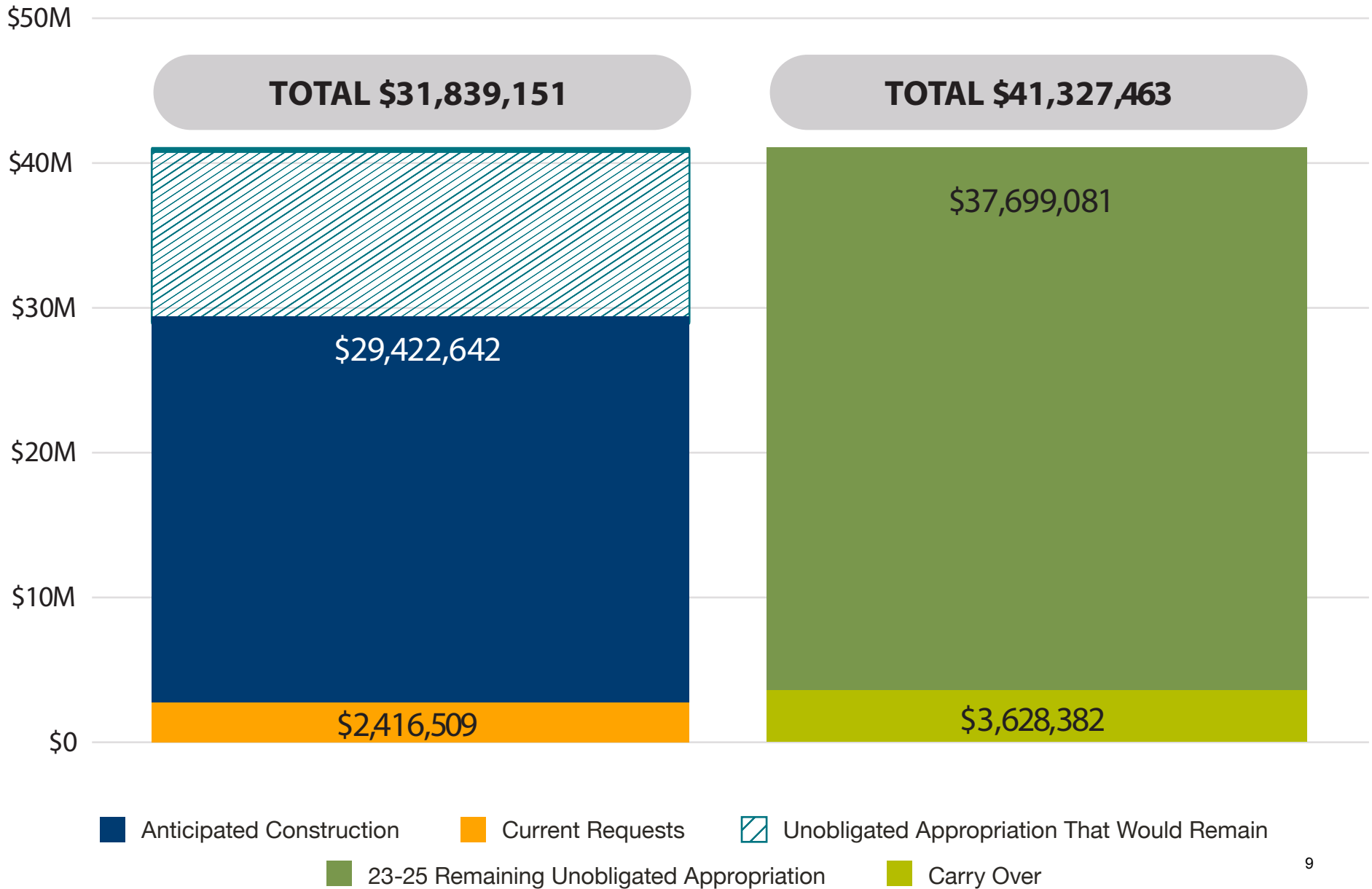
UNOBLIGATED

*Capital Assets bucket includes \$100M line of credit.

2023-25 PURPOSE FUNDING

JULY 2023-MAY 2024

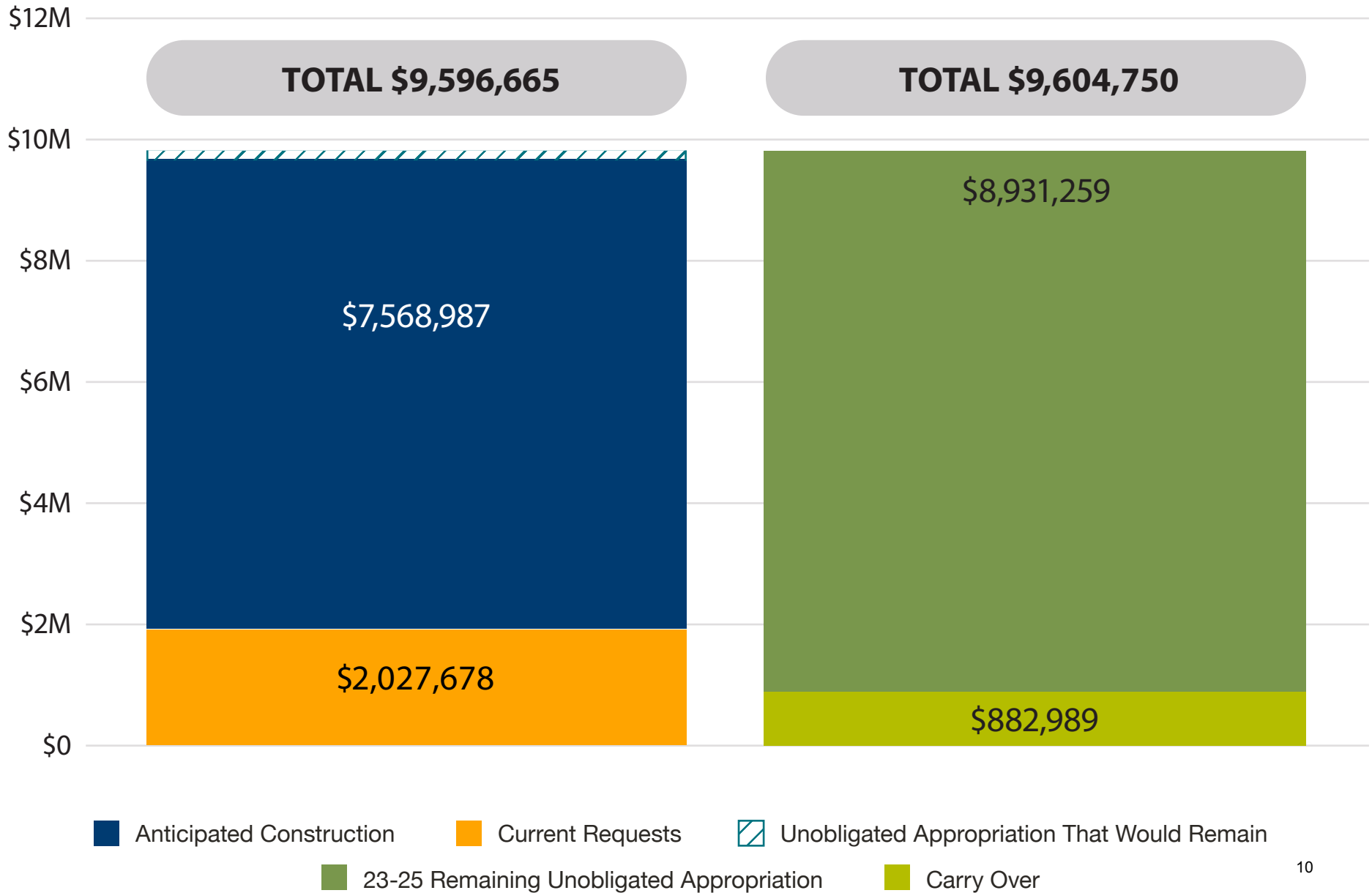
FLOOD CONTROL



2023-25 PURPOSE FUNDING

JULY 2023-MAY 2024

GENERAL WATER



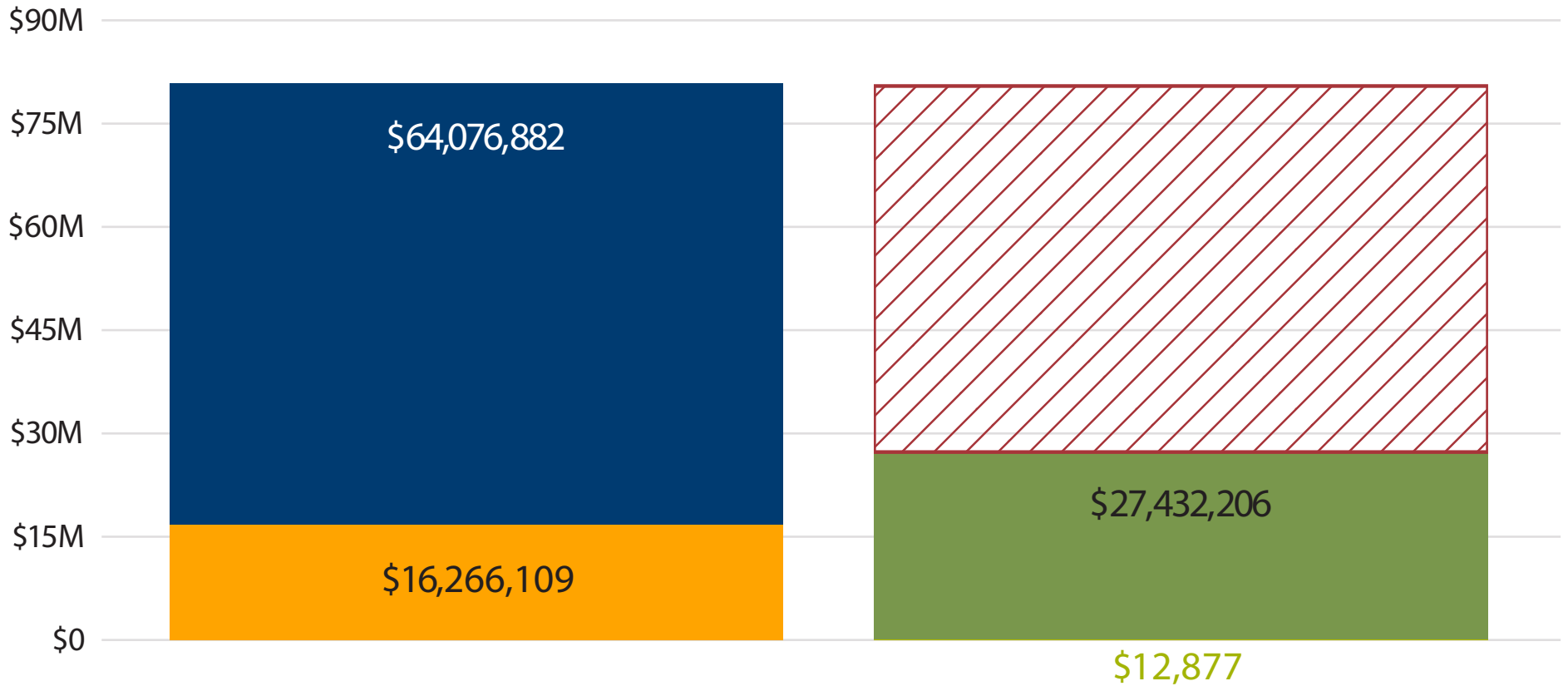
2023-25 PURPOSE FUNDING

JULY 2023-MAY 2024

RURAL WATER

TOTAL \$80,342,991

TOTAL \$27,445,083

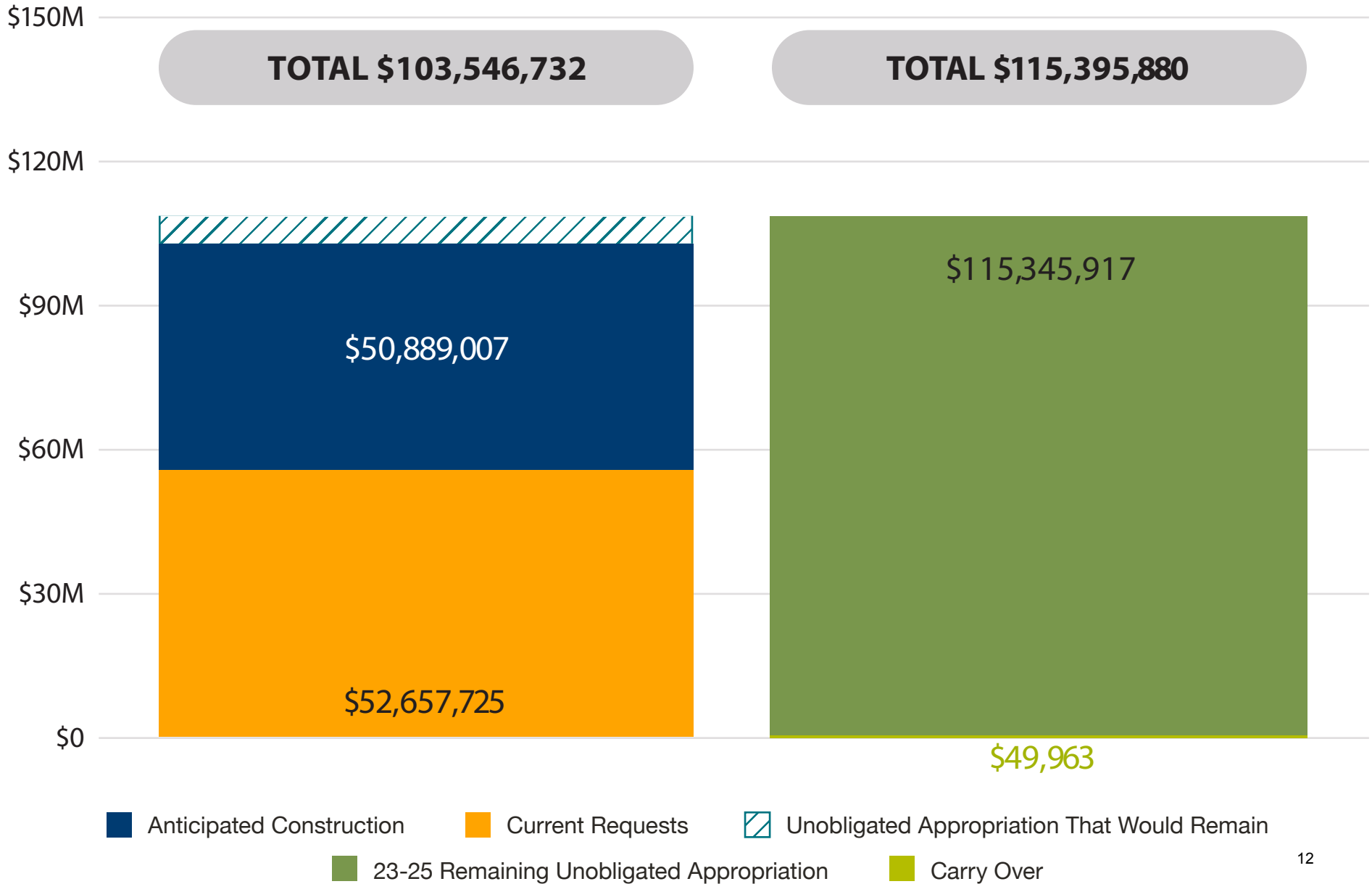


- Anticipated Construction
- Current Requests
- Potential Shortfall
- 23-25 Remaining Unobligated Appropriation
- Carry Over

2023-25 PURPOSE FUNDING

JULY 2023-MAY 2024

WATER SUPPLY



PURPOSE FUNDING SUMMARY
State Water Commission Cost-Share
for June 13, 2024

2023-2025	Carryover
Unobligated	Turnback
Appropriation	06-30-23
05-30-24	

		Unobligated Appropriation	\$ 37,699,081	\$ 3,628,382
		Cost-Share		
Construction	1	Trail County WRD: Carson Drain 10 Improvements	\$	238,399
Cost Increase	2	Lower Heart River WRD: Flood Risk Reduction	\$	723,900
Other	3	City of Jamestown: 96" Storm Water Replacement	\$	1,454,210
		Current Requests	\$ -	\$ 2,416,509
		Estimated Unobligated Appropriation =	\$ 37,699,081	\$ 1,211,873

		Unobligated Appropriation	\$ 8,756,259	\$ 848,491
		Cost-Share		
Other	1	DWR/USGS: Cooperative Monitoring Program FY2025	\$	527,678
Other	2	DWR: Targeted LIDAR Collection: Williams & Ward	\$ 1,500,000	
		Current Requests	\$ 1,500,000	\$ 527,678
		Estimated Unobligated Appropriation =	\$ 7,256,259	\$ 320,813

		Unobligated Appropriation	\$ 115,345,917	\$ 49,963
		Cost-Share		
Construction	1	City of Lisbon: CO2 Tank Replacement	\$ 295,710	
Construction	2	City of Tioga: North Main Street Reconstruction	\$ 630,284	
Cost Increase	3	City of Mapleton: Water Main Improvement District 2023-1	\$ 220,325	
Pre/Construction	4	City of Bismarck: Western ND Joint WTP CO2 Storage Facility	\$ 360,000	
Construction	5	City of Taylor: Connect to Southwest Pipeline	\$ 1,151,406	
Legislative	6	City of Bismarck: Water Treatment Plant Expansion	\$ 50,000,000	
		Current Requests	\$ 52,657,725	\$ -
		Estimated Unobligated Appropriation =	\$ 62,688,192	\$ 49,963

		Unobligated Appropriation	\$ 27,432,206	\$ 12,877
		Cost-Share		
Preconstruction	1	Fort Berthold RW: Parshall to White Shield Regionalization	\$ 341,250	
Preconstruction	2	Central Plains WD: Backup Power Generators	\$ 162,063	
Construction	3	Central Plains WD: Maddock Connection to Central Plain WD	\$ 7,346,826	
Construction	4	WAWSA: R&T Battleview & McGregor Rural Distribution Ph. 1	\$ 8,415,970	
		Current Requests	\$ 16,266,109	\$ -
		Estimated Unobligated Appropriation =	\$ 11,166,097	\$ 12,877

		Unobligated Appropriation	\$ 8,768,861	\$ 3,506,441
		Cost-Share		
	1			
		Current Requests	\$ -	\$ -
		Estimated Unobligated Appropriation =	\$ 8,768,861	\$ 3,506,441

**PURPOSE FUNDING SUMMARY
State Water Commission Cost-Share
for June 13, 2024**

2023-2025 Unobligated Appropriation 05-30-24	Carryover Turnback 06-30-23
---	--

Capital Assets		Unobligated Appropriation	\$ 260,700,000	\$ 4,171,797
SWPP		Cost-Share		
1				
2				
		Current Requests	\$ -	
NAWS				
1				
2				
		Current Requests	\$ -	
		Capital Assets Current Requests	\$ -	
		Less line of credit	\$ 100,000,000	
		Anticipated Unobligated Appropriation Capital Assets =	\$ 160,700,000	

2023-2025 Unobligated Appropriation for Purpose and Capital Assets	\$ 458,702,324	\$ 12,217,952
Current Requests	\$ 70,423,834	\$ 2,944,187
2023-2025 Anticipated Unobligated Appropriation =	\$ 388,278,490	

**DEPARTMENT OF WATER RESOURCES
PROJECT SUMMARY
2023-2025 BIENNIUM**

May 30, 2024


	2021-2023 CARRYOVER	2023-2025 APPROPRIATION	TOTAL	SWC/Secretary APPROVED	UNOBLIGATED APPROPRIATION
MUNICIPAL & REGIONAL WATER SUPPLY:					
MUNICIPAL WATER SUPPLY	52,971,850	20,774,956	73,746,806	73,746,806	0
RED RIVER VALLEY	38,269,022	180,000,000	218,269,022	218,269,022	0
OTHER REGIONAL WATER SUPPLY	27,300,734	79,127	27,379,861	27,379,861	0
UNOBLIGATED MUNICIPAL/REG WATER SUPPLY	49,963	115,345,917	115,395,880		115,395,880
Total	118,591,569.57	316,200,000	434,791,570	319,395,689	115,395,880
% OBLIGATED		64%			
RURAL WATER SUPPLY:					
RURAL WATER SUPPLY	55,311,784	24,567,794	79,879,578	79,879,578	0
UNOBLIGATED RURAL WATER SUPPLY	12,877	27,432,206	27,445,083		27,445,083
Total	55,324,660.97	52,000,000	107,324,661	79,879,578	27,445,083
% OBLIGATED		0			
FLOOD CONTROL:					
FARGO	0	0	0	0	0
MOUSE RIVER	9,425,991	66,350,000	75,775,991	75,775,991	0
MOUSE RIVER HB1431 BOND PROCEEDS	64,354,625	0	64,354,625	64,354,625	0
VALLEY CITY	10,072,490	0	10,072,490	10,072,490	0
LISBON	62,489	0	62,489	62,489	0
OTHER FLOOD CONTROL	6,470,396	1,577,022	8,047,418	8,047,418	0
PROPERTY ACQUISITIONS	57,573	9,750,000	9,807,573	9,807,573	0
WATER CONVEYANCE	9,749,709	323,897	10,073,606	10,073,606	0
UNOBLIGATED FLOOD CONTROL	3,628,382	37,699,081	41,327,463		41,327,463
Total	103,821,656.29	115,700,000	219,521,656	178,194,193	41,327,463
% OBLIGATED		2			
GENERAL WATER:					
GENERAL WATER	10,782,354	1,493,741	12,276,095	12,276,095	0
UNOBLIGATED GENERAL WATER	848,491	8,756,259	9,604,750		9,604,750
Total	11,630,845	10,250,000	21,880,845	12,276,095	9,604,750
% OBLIGATED		0			
SUBTOTAL	289,368,732	494,150,000	783,518,732	589,745,555	193,773,176
CAPITAL ASSETS:					
SWPP CAPITAL ASSETS	19,928,592	0	19,928,592	19,928,592	0
NAWS CAPITAL ASSETS	36,181,771	10,700,000	46,881,771	46,881,771	0
UNOBLIGATED CAPITAL ASSETS	4,171,797	260,700,000	264,871,797		264,871,797
Total	60,282,160	271,400,000	331,682,160	66,810,363	264,871,797
% OBLIGATED		4%			
DISCRETIONARY FUNDING:					
DISCRETIONARY FUNDING PROJECTS	2,096,564	231,139	2,327,703	2,327,703	0
UNOBLIGATED DISCRETIONARY FUNDS	3,506,441	8,768,861	12,275,302		12,275,302
Total	5,603,005	9,000,000	14,603,005	2,327,703	12,275,302
% OBLIGATED		3%			
BASINWIDE PLAN IMPLEMENTATION:					
BASINWIDE PLAN IMPLEMENTATION	773,787	0	773,787	773,787	0
UNOBLIGATED BASINWIDE PLAN IMPLEMENTATION FUNDS	0	0	0		0
Total	773,787	0	773,787	773,787	0
% OBLIGATED		0%			
STATE FISCAL RECOVERY FUND:					
STATE FISCAL RECOVERY FUNDS - SB 2345	10,972,317	0	10,972,317	10,972,317	0
UNOBLIGATED STATE FISCAL RECOVERY FUNDS	0	0	0.00		0
Total	10,972,317	0	10,972,317	10,972,317	0
% OBLIGATED		0%			
TOTAL	367,000,000	774,550,000	1,141,550,001	670,629,725	470,920,275

**DEPARTMENT OF WATER RESOURCES
PROJECT SUMMARY
2023-2025 BIENNIUM**

May-24

	SWC/Secretary APPROVED	EXPENDITURES	UNPAID APPROVALS
MUNICIPAL & REGIONAL WATER SUPPLY:			
MUNICIPAL WATER SUPPLY	73,746,806	23,675,740	50,071,066
RED RIVER VALLEY	218,269,022	21,466,440	196,802,582
OTHER REGIONAL WATER SUPPLY	27,379,861	8,884,691	18,495,170
TOTAL	319,395,689	54,026,871	265,368,818
RURAL WATER SUPPLY:			
RURAL WATER SUPPLY	79,879,578	24,892,543	54,987,035
FLOOD CONTROL:			
FARGO	0	0	0
MOUSE RIVER	75,775,991	2,563,274	73,212,718
MOUSE RIVER HB1431	64,354,625	20,601,096	43,753,529
VALLEY CITY	10,072,490	132,461	9,940,029
LISBON	62,489	0	62,489
OTHER FLOOD CONTROL	8,047,418	1,740,680	6,306,738
PROPERTY ACQUISITIONS	9,807,573	57,573	9,750,000
WATER CONVEYANCE	10,073,606	3,401,648	6,671,958
TOTAL	178,194,193	28,496,732	149,697,461
GENERAL WATER:			
GENERAL WATER	12,276,095	2,315,567	9,960,528
SUBTOTAL	589,745,555	109,731,714	480,013,841
CAPITAL ASSETS:			
SWPP CAPITAL ASSETS	19,928,592	507,817	19,420,775
NAWS CAPITAL ASSETS	46,881,771	2,298,483	44,583,288
TOTAL	66,810,363	2,806,300	64,004,063
DISCRETIONARY FUNDING:			
DISCRETIONARY FUNDING PROJECTS	2,327,703	14,300	2,313,403
BASINWIDE PLAN IMPLEMENTATION:			
BASINWIDE PLAN IMPLEMENTATION	773,787	176,760	597,027
STATE FISCAL RECOVERY FUNDS SB2345			
STATE FISCAL RECOVERY FUND PROJECTS	10,972,317	5,843,901	5,128,416
TOTALS	670,629,725	118,572,975	552,056,750

NORTH
Dakota | Water Resources
 Be Legendary.

TO: Governor Doug Burgum
 Members of the State Water Commission
FROM: Andrea Travnicek, Ph.D., Secretary 
SUBJECT: Cost-Share Program & Policy Recommendations
DATE: May 23, 2024

At the March 14, 2024, Pre-Commission meeting and the April 11, 2024, Commission meeting, draft Cost-Share Program modifications we provided in response to a recent ND Supreme Court decision. Three options were presented for SWC consideration that are related to WebGrants certifications by sponsors, DWR's standard agreement template, and cost-share policy related to pre-application options for assessment projects. Comments received on the three options are summarized and attached to this memorandum.

At the April 2024 Commission meeting, Commissioners denied three separate requests for cost-share funding for water meter replacement projects. Commissioners determined those types of projects are considered part of regular system operation and maintenance, and as such, are not eligible. Staff were then asked to develop draft policy to reflect this determination.

As part of the comment collection effort from Commissioners on proposed Cost-Share Program modifications, alignment of timing requirements related to Water Development Plan standard operating procedures and the Commission's Prioritization Guidance was also suggested.

Draft Cost-Share Program and policy modifications with recommended updates include the following:

WebGrants Acknowledgement/Certification

- **Recommendation** - Modify WebGrants certification to read:

"I certify that to the best of my knowledge the provided information is true and accurate, and in execution of this project, the sponsor will follow all applicable laws and permitting requirements. I further certify assurance of sustainable operation, maintenance, and replacement of the assets for which we are requesting cost-share."

DWR Agreement Template

- **Recommendation** - In the DWR Agreement for Cost-Share Reimbursement template, expand Section 4, Sponsor's Responsibilities, to read:

"Comply with all North Dakota laws applicable to Project." governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.

Cost-Share Policy – Pre-Application for Assessment Projects

- **Recommendation** - Modify Section 3.3 "Pre-Application For Assessment Projects" to read:

"A pre-application process is allowed for cost-share of assessment projects. This

process only requires the local sponsor to submit a brief narrative of the project and a Delineation of Costs (SFN 61801). The Secretary will then review the material presented, make a determination of project eligibility, and estimate the maximum potential cost-share funding the project may anticipate receiving.

A project eligibility letter will then be sent to the local sponsor noting the maximum percent of cost-share assistance that may be expected on eligible items as well as listing those items that are not considered to be eligible costs. In addition, the project eligibility letter will state that the Secretary will recommend approval, assuming all cost-share requirements are addressed. The local sponsor may use the non-binding project eligibility letter for informational purposes to develop a project budget. However, it is expected that project sponsors follow all applicable laws pertaining to apportionment of costs to project beneficiaries, including disclosure of total project costs absent state cost-share. Upon completion of the assessment vote and all other requirements, an application for cost-share can be submitted. (The estimated cost-share funding may be reduced subject to application of all other policy eligibility criteria at the time the project is presented to the Commission and during review for reimbursement.)

Cost-Share Policy – Operation & Maintenance (Meters)

Section 3.14 (d) (Ineligible Items) includes “Project related operation and maintenance costs.”

- **Recommendation** - Modify the definition of “Regular Maintenance Costs” to read:

“Operation and Regular Maintenance include processes, inputs, normal repairs, and general upkeep of components and facilities to allow facilities to continue support proper operation and function. These maintenance items may occur on a regular or annual basis, but not in all cases. Regular maintenance activities simply help ensure the asset will remain serviceable throughout its originally predicted useful life.”

Section 3.14 (d) (Ineligible Items) could specifically include water meter replacements.

- **Recommendation** – Modify Section 3.14 (Ineligible Items) to include:

“m. Water meter replacements.”

Project Prioritization Guidance

- **Recommendation** – Update funding preference timing language related to high and moderate priorities to match timing expectations related to the Water Development Plan to read:

“In the interest of strategically investing in the state’s highest water development priorities, the Water Commission will give funding preference to projects designated as high or moderate priorities for the first ~~12~~ 6 months of each budget cycle.”

I recommend approval of the Cost-Share Program and policy modifications included in this memorandum, with an effective date of June 13, 2024.

AT:pf/1753

NORTHWEST AREA WATER SUPPLY BIOTA WATER TREATMENT PLANT – OPERATIONS AND MAINTENANCE AGREEMENT

I. PARTIES

This Agreement is between the State of North Dakota, through the State Water Commission (the “Commission”) and the City of Minot, North Dakota (“City”) (collectively the “Parties”). The purpose of this Agreement is to identify and define the Parties’ roles, responsibilities, and deliverables for the Operation, Maintenance and Replacement (“OM&R”) of the Northwest Area Water Supply (“NAWS”) Biota Water Treatment Plant (“WTP”).

II. BACKGROUND

The NAWS project is a bulk water supply system being constructed to serve communities and rural water systems within northwestern North Dakota. The project will deliver water from the Missouri River Basin to communities and rural water systems within the Hudson Bay Basin. In compliance with the Boundary Waters Treaty, a Biota WTP is being constructed within the Missouri River Basin as a means of reducing the project-related risk of aquatic invasive species (“Biota”) transfer. The Biota WTP includes conventional water treatment, along with ultraviolet irradiation and chemical disinfection in the treatment process. This treatment occurs within the Missouri River Basin prior to the water being delivered via a buried pipeline to the City’s WTP.

The United States Department of the Interior, Bureau of Reclamation (“Reclamation”) signed a Record of Decision in 2015 to conclude the National Environmental Policy Act process. Environmental commitments in the Record of Decision include the development of an *Adaptive Management Plan* for the OM&R of the Biota WTP. The purpose of the *Adaptive Management Plan* is to monitor the effectiveness of the NAWS Biota WTP systems in reducing the risk of project-related transfer of aquatic invasive species from the Missouri River Basin to the Hudson Bay Basin. The *Adaptive Management Plan* could influence future Biota WTP operations.

The Commission is the NAWS project owner. The construction and operation of NAWS is performed by the Department of Water Resources (“DWR”), which has the statutory responsibility of administering the legal obligations of the Commission. The Parties, through this agreement are entering into a contract to operate and maintain the Biota WTP.

III. ROLES AND RESPONSIBILITIES

OM&R responsibilities include all routine day-to-day work items and replacements associated with Biota WTP operations and facility maintenance as described below.

The Parties have the following roles and responsibilities in operation and maintenance of the NAWS Biota WTP.

- a. The Commission and DWR’s responsibilities include the following:
 1. The Commission through DWR in collaboration with the City will implement the requirements set forth in Reclamation’s Record of Decision and *Adaptive Management Plan* as it relates to the Biota WTP operations.

2. DWR will ensure the structures associated with the operation and maintenance of the facility are insured. The DWR contributes funding to the North Dakota Insurance Reserve Fund, which provides insurance for state-owned facilities.
 3. The Commission will retain ownership of the property and facilities that comprise the Biota WTP. No changes to this ownership will occur without Reclamation's concurrence.
 4. DWR will schedule and conduct quarterly coordination meetings with Reclamation and the City to discuss: (1) ongoing Biota WTP operations, (2) ongoing monitoring tasks, (3) reporting tasks, (4) changes as a result of modifications to the *Adaptive Management Plan*, and (5) extra-ordinary maintenance needs.
 5. DWR will obtain any permits required by applicable regulating agencies (i.e., discharge permit) for the operation and maintenance of the Biota WTP.
 6. DWR and City will ensure their respective equipment and vehicle operators have a valid and appropriate operator's license for equipment and vehicle use.
 7. DWR will conduct annual on-site maintenance review and security review of the Biota WTP and invite Reclamation to participate in these reviews. DWR with support from City will complete report on findings and provide the resulting report to Reclamation. Recommendations from these reviews will be addressed in an action plan cooperatively developed between the DWR, City, and Reclamation. These reviews will occur on an annual basis, or more frequently, as requested by DWR, City, or Reclamation.
- b. City's responsibilities include the following:
1. City will operate the Biota WTP day-to-day, which includes the water treatment processes as described in Reclamation's Record of Decision.
 2. City will ensure the equipment and vehicles associated with the operation and maintenance of the facility are insured. City may submit these costs and associated documentation to DWR for reimbursement.
 3. City will conduct regular routine maintenance activities of the Biota WTP equipment.
 4. City in collaboration with DWR and Reclamation will determine the appropriate staffing required for the operations of the Biota WTP.
 5. City will employ certified operators to staff the City's WTP and the Biota WTP. City will provide copies of any such certifications to Reclamation, consistent with federal privacy laws.

6. City in collaboration with DWR will provide Standard Operating Procedures (“SOPs”) for Reclamation review and approval. SOPs will document instructions detailing all steps and activities required to operate the plant, including frequency of tasks. The Biota WTP operators will review and use the SOPs for Biota WTP operation.
7. City in collaboration with DWR will provide emergency operating plan and procedures for Reclamation review and approval. The Biota WTP operators will review and use the emergency operation procedures should an incident arise that calls for such procedures to be enacted. Should an incident arise, operators will notify the key personnel of all Parties to this agreement within 24 hours.
8. City will provide janitorial services for the offices, conference room, restrooms, locker rooms, laboratory, electrical room, and other areas within the Biota WTP and facilities within the shop located on the Biota WTP site.
9. City will provide buildings and grounds maintenance, including landscaping, snow removal, weed control, etc. on the Biota WTP site.
10. City will collect and analyze influent and effluent water quality samples in accordance with the Adaptive Management Plan and share the data/results with the Commission through DWR and Reclamation per the Adaptive Management Plan.
11. City will operate the Biota WTP to meet the log-inactivation and removal credits (greater than 3 log inactivation of *Giardia* and greater than 4 log inactivation of viruses) as identified in Reclamation’s Record of Decision and as modified in the Adaptive Management Plan.
12. City will monitor the Nephelometric Turbidity Unit (“NTU”) of the coagulation, flocculation, sedimentation, and filtration processes. Desired outcome is less than or equal to 0.3 NTUs for the Combined Filter Effluent (“CFE”) in at least 95% of the 15-minute incremental measurements each month. Maximum level not to exceed 1.0 NTU at any time.
13. City will ensure proper operation of the UV Irradiation (lamp intensity/exposure in $\mu\text{watt-sec/cm}^2$.) Example: Minimum dosage of 40mJ/cm² at a design UV transmittance of 85% at 254 nm.
14. City will ensure proper operation of the chlorine/chloramine disinfection at a minimum dosage of 4 mg/L, with a contact time required 12.0 mg/L-min and minimum free chlorine residual of 2 mg/L.
15. City will record monthly pumping volumes leaving the Biota WTP and provide documentation to the Commission through DWR and Reclamation.
16. City will provide annual financial statement for the Biota WTP to the DWR. The annual financial statement will cover the same reporting period as the

schedule of expenditures of federal awards included in the City's Annual Comprehensive Financial Report.

- c. The Parties shall have the following joint responsibilities:

DWR and City will participate in an after-action review with personnel involved in the emergency operation procedures to identify response measures implemented, opportunities for improvement, etc. DWR, City, and Reclamation will cooperatively work to modify the emergency operation procedures, if necessary, based on the outcome of the after-action review.

IV. FUNDING AND PAYMENT

Federal funding for the OM&R of the Biota WTP will be transferred through a cooperative agreement between Reclamation and the Commission, as directed by the authorizing legislation. Federal funds will be provided as they are made available by the United States Congress.

City will track all costs associated with the OM&R of the Biota WTP in accordance with Generally Accepted Accounting Principles. The Commission, through DWR, will reimburse City for all costs associated with OM&R of the Biota WTP on a quarterly basis. City will submit its reimbursement request to DWR with all supporting documentation. DWR will review the request and make payments to the City within 45 days.

Payment of an invoice by DWR will not prejudice the Commission's right to object to or question that or any other invoice or matter in relation thereto. City's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by DWR, on the basis of audits conducted in accordance with the terms of this Agreement, not to constitute allowable costs. At DWR's sole discretion, all payments shall be subject to reduction for amounts equal to prior overpayments to City.

V. TERM OF CONTRACT

This Agreement shall become effective upon signature of both parties and shall remain in effect unless the Agreement is terminated as provided in the following Section.

VI. TERMINATION

a. Termination by Mutual Agreement

This Contract may be terminated by mutual consent of both Parties executed in writing.

b. Early Termination in the Public Interest

The Commission is entering this Contract for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly, Agencies and Courts. If this Contract ceases to further the public policy of the State of North Dakota, the Commission, in its sole discretion, by written notice to City, may terminate this Contract in whole or in part.

c. Termination for Lack of Funding or Authority

The Commission by written notice to City, may terminate the whole or any part of this

Contract under any of the following conditions:

1. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services or goods in the indicated quantities or term.
2. If federal or state laws or rules are modified or interpreted in a way that the services or goods are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
3. If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination.

d. Termination for Cause

The Commission may terminate this Contract effective upon delivery of written notice to City, or any later date stated in the notice:

1. If City fails to provide services or goods required by this Contract within the time specified or any extension agreed to in writing by the Commission; or
2. If City fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

The rights and remedies of the Commission provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

VII. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, pandemic (excluding COVID-19), acts of God, or war if the event was not foreseeable through the exercise of reasonable diligence by the affected party, the event is beyond the party's reasonable control, and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default. If City is the affected Party and does not resume performance within fifteen (15) days or another period agreed between the Parties, then the Commission may seek all available remedies, up to and including termination of this Contract pursuant to its Termination clause, and the Commission shall be entitled to a pro-rata refund of any amounts paid for which the full value has not been realized, including amounts paid toward software subscriptions, maintenance, or licenses.

VIII. INDEMNIFICATION

City agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (“State”), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State’s contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by City to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. City also agrees to reimburse the State for all costs, expenses, and attorneys’ fees incurred if the State prevails in an action against City in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after termination of this agreement.

IX. INSURANCE

City shall secure and keep in force during the term of this agreement and City shall require all subcontractors, prior to commencement of an agreement between City and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- c. Workers’ compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this Contract. For the purposes of this Contract, the only state of operation is North Dakota.
- d. Employer’s liability or “stop gap” insurance of not less than \$2,000,000 as an endorsement on the workers’ compensation or commercial general liability insurance.
- e. Professional errors and omissions with minimum limits of \$2,000,000 per claim and in the aggregate. City must continuously maintain such coverage during the contract period and for three years thereafter. In the event of a change or cancellation of coverage, City shall purchase an extended reporting period to meet the time periods required in this section.

The insurance coverages listed above must meet the following additional requirements:

- f. Any deductible or self-insured retention amount or other similar obligation under the policies is the sole responsibility of City. The amount of any deductible or self-retention is subject to approval by the Commission.

- g. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the Commission. The policies must be in form and terms approved by the Commission.
- h. The duty to defend, indemnify, and hold harmless the Commission under this agreement shall not be limited by the insurance required in the agreement.
- i. The Commission shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The Commission shall have all the benefits, rights, and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of City.
- j. A "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Commission.
- k. The City shall furnish a certificate of insurance to the Commission before commencement of this agreement. All endorsements shall be provided as soon as practicable.
- l. Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.
- m. City shall provide at least 30 days' notice of any cancellation or material change to the policies or endorsements. City shall provide on an ongoing basis, certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration. An updated, current certificate of insurance shall be provided in the event of any change in policy.

X. WORKS FOR HIRE

City acknowledges that all work(s) under this Contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to the Commission all rights and interests City may have in the work(s) it prepares under this Contract, including any right to derivative use of the work(s). All software and related materials developed by City in performance of this Contract for the Commission shall be the sole property of the Commission, and City hereby assigns and transfers all its right, title, and interest therein to the Commission. City shall execute all necessary documents to enable the Commission to protect the Commission's intellectual property rights under this section.

XI. WORK PRODUCT

All work product, equipment or materials created for the Commission or purchased by the Commission under this Contract belong to the Commission and must be immediately delivered to the Commission at the Commission's request upon termination of this Contract.

XII. NOTICE

All notices or other communications required under this Contract must be given by email, registered or certified mail and are complete on the date postmarked when addressed to the Parties at the following addresses:

COMMISSION/DWR	CITY
	Name
	Title
1200 Memorial Highway	Address
Bismarck, ND 58504	City, State, Zip
spillai@nd.gov	Email

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at N.D.C.C. § 32-12.2-04.

XIII. CONFIDENTIALITY

City shall not use or disclose any information it receives from the Commission under this Contract that the Commission has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by the Commission. The Commission shall not disclose any information it receives from City that City has previously identified as confidential and that the Commission determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, **N.D.C.C. CH. 44-04**. The duty of the Commission and City to maintain confidentiality of information under this section continues beyond the Term of this Contract.

XIV. COMPLIANCE WITH PUBLIC RECORDS LAWS

Under the North Dakota public records law and subject to the Confidentiality clause of this Contract, certain records may be open to the public upon request. Public records may include: (a) records the Commission receives from City under this Contract, (b) records obtained by either Party under this Contract, and (c) records generated by either Party under this Contract. City agrees to contact the Commission immediately upon receiving a request for information under the public records law and to comply with the Commission’s instructions on how to respond to such request.

XV. ASSIGNMENT AND SUBCONTRACTS

City may not assign or otherwise transfer or delegate any right or duty without the Commission’s express written consent, provided, however, that City may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Contract, whether by merger, reorganization, operation of law, or otherwise. Should an assignee be a business or entity with whom the Commission is prohibited from conducting

business, the Commission shall have the right to terminate in accordance with the Termination for Cause clause of this Contract. City may enter subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. City is solely responsible for the performance of any sub-City with whom City contracts. City does not have authority to contract for or incur obligations on behalf of the Commission.

XVI. SPOILIATION – PRESERVATION OF EVIDENCE

City shall promptly notify the Commission of all potential claims that arise or result from this Contract. City 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 to the Commission the opportunity to review and inspect such evidence, including the scene of an accident.

XVII. MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

This Contract, including the following documents, constitutes the entire agreement 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 both Parties.

XVIII. SEVERABILITY

If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, 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 this Contract did not contain that term.

XIX. APPLICABLE LAW AND VENUE

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 adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

XX. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

By entering this Contract, the Commission does not agree to binding arbitration, mediation, or any other form of mandatory alternative dispute resolution. The Parties may enforce the rights and remedies in judicial proceedings. The Commission does not waive any right to a jury trial.

XXI. ATTORNEY’S FEES

In the event a lawsuit is instituted by the Commission to obtain performance due under this Contract, and the Commission is the prevailing Party, City shall, except when prohibited by N.D.C.C. § 28-26-04, pay the Commission’s reasonable attorney fees and costs in connection with the lawsuit.

XXII. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

City agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women). City agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. City shall have and keep current all licenses and permits required by law during the Term of this Contract all licenses and permits required by law. City is prohibited from boycotting Israel for the duration of this Contract. (See N.D.C.C § 54-44.4-15). City represents that it does not and will not engage in a boycotting Israel during the term of this Contract. If the Commission receives evidence that City boycotts Israel, the Commission shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if City has fewer than ten full-time employees. City's failure to comply with this section may be deemed a material breach by City entitling the Commission to terminate in accordance with the Termination for Cause clause of this Contract.

XXIII. STATE AUDIT

Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of City relevant to this Contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. City shall maintain these records for at least three (3) years following completion of this Contract and be able to provide them upon reasonable notice. The Commission, State Auditor, or Auditor's designee shall provide reasonable notice to City prior to conducting examination.

XXIV. OBSERVATIONS BY COMMISSION, DWR

The Commission, DWR, or its representatives shall at all reasonable times have access to the Biota WTP and may observe, inspect, photograph, or otherwise review the Biota WTP's operations, for any purpose including ascertaining if they are being kept in a safe and proper operating condition. Notice of such visits to the Biota WTP will be given to the City in advance, if possible, and interference with the City's performance will be avoided to the maximum extent possible.

XXV. COUNTERPARTS

This Contract may be executed in multiple, identical counterparts, each of which is be deemed an original, and all of which taken together shall constitute one and the same contract.

XXVI. EFFECTIVENESS OF CONTRACT

This Contract is not effective until fully executed by both Parties. If no start date is specified in the Term of Contract clause, the most recent date of the signatures of the Parties shall be deemed the "Effective Date".

XXVII. SIGNATURE PARTIES

IN WITNESS WHEREOF, the Parties have executed this Agreement and agree to the terms and conditions on the date and year written below.

Dated this ___ day of _____, 2024.

STATE OF NORTH DAKOTA
STATE WATER COMMISSION

By: _____
Dr. Andrea Travnicek, Ph.D.,
Secretary

Dated this ___ day of _____, 2024.

City of Minot

By: _____
Thomas Ross
Mayor

DRAFT

Brost, Shana L.

Monday, June 3, 2024 at 10:39:24 Central Daylight Time

Subject: FW: Baseline Sales Memo
Date: Monday, June 3, 2024 at 10:39:08 AM Central Daylight Time
From: Brost, Shana L.
Attachments: Outlook-mbn0pise.png, BaselineSalesMemoBODApproved.pdf, image001.png, image002.png, image003.png

From: Madsen, Tami <tami.madsen@wawsp.com>
Date: Thursday, March 21, 2024 at 4:20 PM
To: McNeil, Cheryl <Cheryl.McNeil@wawsp.com>, Travnicek, Andrea J. <atravnicek@nd.gov>, Kadrmas, Chris J. <ckadrmas@nd.gov>, S.Pillai-Grinolds, Sindhuja A. <spillai@nd.gov>, Fridgen, Patrick M. <pfridgen@nd.gov>, Paczkowski, John A. <jpaczkowski@nd.gov>, Merkel, Kylee D. <kmerkel@nd.gov>, Hullet, Kelvin L. <klhullet@nd.gov>
Subject: Baseline Sales Memo

***** CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe. *****

Good afternoon,

The WAWSA Board of Directors approved a plan to provide some form of baseline sales to the 2010 Baseline Sales recipients as prescribed by the NDCC. The Directors realize that providing baseline sales in full would create the potential that WAWSA would be unable to pay the industrial loans owed to the state. With this in mind, the attached plan outlines a method to pay baseline sales in a pro rata fashion that allows for the industrial utility to maintain a robust financial health while honoring our obligations to both the State and the members.

Please allow me to answer any questions you might have concerning baseline sales.

Thank you,

Tami Madsen

Western Area Water Supply Authority

1117 E. Broadway | PO Box 2343

Williston, North Dakota 58802

O: 701-774-6605 C: 701-609-0450

Tami.madsen@wawsp.com





WESTERN AREA

WATER SUPPLY AUTHORITY

To: Baseline Sales Recipients and Interested Stakeholders

Date: March 21, 2024

Re: Baseline Sales Amendments

2010 Baseline Sales

At the end of 2015, WAWSA and its member entities recognized a steep decline in industrial water sales leaving significantly less revenue available to pay for WAWSA's funding priorities, including the 2010 Baseline Sales. The member entities acknowledged that the initial Water Supply Agreement signed by them to obtain WAWSA water established that in times of revenue shortfalls, 2010 Baseline Sales may not be paid. In 2016, the members signed agreements foregoing some portion of 2010 Baseline Sales in any period the WAWSA board determined that payment of state-guaranteed loans is compromised.

2010 Baseline Sales Proposal

The enactments of SB2196 and SB2020 at the close of the 2023 Legislative Session created the potential for the resumption of 2010 Baseline Sales either as a uniformly distributed proportion of the original negotiated amounts, or in whole.

NDCC 61-40-10 outlines the specific priorities for revenue produced by the industrial utility:

61-40-10. Industrial water depot and lateral sales.

1. *An accounting of industrial water depot and lateral sales collected and distributed by the authority must be reported to the state water commission on a monthly basis. Participating member entities shall transfer industrial water depot and lateral sales to the authority within thirty days of receipt of the revenues. The boards of the authority and participating member entities must be notified of the sweep of revenues; however, board approval is not required. Upon the receipt of industrial water depot and lateral revenues by the authority, the authority shall apply immediately all revenues each month in the following order:*
 1. *Reimburse the authority for industrial water depot capital improvements and the cost for delivery of potable or nonpotable water sold at industrial water depots and lateral lines, at a cost no greater than the participating member, or submember, if applicable, entity rate at the location of the depot or lateral line.*
 2. *Regular payments on the participating member entity debt as described in the agreements with the authority as of March 31, 2013, and baseline 2010 industrial water sales included in and subject to the terms of the authority and participating member agreements as of March 31, 2013. Baseline 2010 industrial water sales for*



WESTERN AREA

WATER SUPPLY AUTHORITY

the city of Tioga in the year 2013 are limited to the lesser of legally permitted industrial water sales or the amount in the member agreement.

3. *Required monthly payments on state-guaranteed loans. The required transfer must occur no later than the twentieth day of the following month.*
4. *Additional principal payment on state-guaranteed loans.*
5. *Payment to the resources trust fund.*
2. *If the debt has not been repaid, without the written consent of the state water commission the authority may not sell, lease, abandon, encumber, or otherwise dispose of any part of the property used in a water system of the authority if the property is used to provide revenue. Any requirements on the state-guaranteed loans for establishment of reserve funds for operation and maintenance or debt service are waived.*
3. *The western area water supply authority shall make additional payments on the infrastructure revolving fund loan, authorized in section 61-40-14, in any month in which the debt service coverage ratio exceeds one and one-tenth. Debt service coverage ratio means net income before capital expenditures, interest expense, and depreciation expense divided by the sum of interest expenses and the required principal and interest payment.*

The following was considered when contemplating the resumption of 2010 Baseline Sales:

1. Baseline sales paid in full may not allow WAWSA to meet its industrial debt obligations, including those related to member entity debt payments.
2. Ten percent of positive net income is paid to the capital reserve account.
A max of \$500,000 can be deposited into the account each year.
The account is restricted to \$5M.
3. Any positive net income over \$103,600 will result in an additional principal payment.
4. Prepaid dollars must be considered unavailable until earned. (Prepaid water sales contracts)
5. WAWSA will hold the equivalent of six months of loan payments in the industrial account to ensure the ability to meet the state loan obligations.
6. The following expenses must be considered before calculating pro rata 2010 baseline sales payments:

Unearned prepayments	Variable	\$ 541,874.75
Next regular loan payment	Fixed 20 Yrs	\$ 157,359.71
Next estimated rate reimbursement	Variable	\$ 375,000.00
Base rates (meters)	Variable	\$ 2,711.80
Next member debt payment	Variable	\$ 222,835.31
Loan payment reserves		\$ 944,158.26



WESTERN AREA

WATER SUPPLY AUTHORITY

To resume baseline sales payments in some form, as well as meet the debt obligations, the following proposal has been approved:

1. WAWSA will reserve six loan payments in the industrial checking account.
2. The Western Area Water Supply Authority will begin distributing available cash to the member entities in uniform proportion of their original Baseline Sales monthly.
3. In months where there is no positive net income, no 2010 Baseline Sales distributions will be made.
4. Resumption of 2010 Baseline Sales payments in a uniformly distributed proportion of the original negotiated amounts will not create a liability for WAWSA. Example, if WAWSA provides 50% of the Baseline Sales payments in any given year, the other 50% would not then be accrued as an account payable to the member.

2010 Baseline Sales Payments:

	Total	Share
Crosby	\$ 258,456	5.385%
Williston	\$ 1,400,064	29.169%
Watford City	\$ 816,000	17.001%
R & T	\$ 448,563	9.345%
Ray	\$ 77,952	1.624%
Stanley	\$ 800,712	16.682%
Tioga	\$ 998,038	20.793%
	\$ 4,799,785	100.000%

If the 2010 Baseline Sales payment to each member entity is paid in full prior to the end of the calendar year, WAWSA will apply any additional available cash to the state guaranteed loans as prescribed in legislation.

This method will allow WAWSA to follow the legislative waterfall more closely while still meeting all debt obligations.

At the March 21, 2024, Western Area Water Supply Authority Board meeting, the following motion was approved:

Novak moved to resume the 2010 Baseline Sales on a pro rata basis as cash is available, Koeser seconded.

**Yea 9: Nay 0: Absent 1:
Carried: 9-0**



Date: May 14, 2024

TO: James

Project: North Dakota State Water Commision - Round Lake & Josephine Tank Flow meter & SCADA modifications
rev1: Change E&H Meter to 2-sensor style meter (epxected 5% accuracy)

TERMS:

1. Payment terms are net 30 days from date of shipment
2. **Does not include taxes, insurance or bonding.** Proposal will be good for 60 days.
3. 10% Retainage is not to exceed 6 months from date of engineer's acceptance of the control system.
4. Price Excludes all Electrical & Mechanical Installation. Micro-Comm will provide clamp-on flow meter installation of sensors only.

Estimated By

Chris Cote

Micro-Comm, Inc.

Phone: 913-390-4500

Fax: 913-390-4550

Material and Labor Specification Information

(1) ITEM #1: Round Lake Tank Influent Flow Monitoring

Meters: 30" Riser Fill Pipe #1
 30" Riser Fill Pipe #2
 42" Riser Fill Pipe #3
 42" Riser Fill Pipe #4

Qty E&H Ultra-sonic Flow Meter description

4 E&H Prosonic Clamp On Flow Meter & Transmitter

Ultrasonic transit time flowmeter Clamp-on version. Application: Bidirectional flow measurement for water + wastewater and process water and hydropower plants. Mounting without process interruption. Maintenance-free installation. Corrosion-resistant transmitter version. 4-line display, touch control. Clamp-on device for Water + Wastewater with web server. With Heartbeat Technology and short inlet run thanks to FlowDC (option).

9W4BA1-AALHFDPABAADAF1+PA

AA Approval: Transmitter; Sensor: Non-hazardous area
 L Power Supply: 100-240VAC/24VAC/DC
 H Output; Input: 4-20mA HART, pulse/freq., switch output
 F Display; Operation: 4-line illum.; touch control
 P Transmitter Housing: Remote, alu, coated
 D Electrical Connection: Thread NPT1/2
 AB Sensor Version: C-050 (0,5 MHz)
 A Process Temperature: -20...80oC, -4...176oF
 AD Cable: 30m/90ft, -40...80oC, -40...176oF
 AF Installation Set: DN600-DN2000, 24"-80"
 A1 Device Model: 1
 PA >>Accessory Enclosed: Display protection

Qty Engineering Labor Services

1 Factory start-up and adjustment services of above Micro-Comm equipment
 1 On-Site Start-up and configuration services for commisioning of Flow Meter
 1 **THREE YEAR** Parts warranty on E&H equipment

Unit Price: \$49,743.00

(1) ITEM #2: Josephine Lake Tank Influent Flow Monitoring

Meters: 30" Riser Fill Pipe #1
30" Riser Fill Pipe #2
42" Riser Fill Pipe #3
42" Riser Fill Pipe #4

Qty E&H Ultra-sonic Flow Meter description

4 E&H Prosonic Clamp On Flow Meter & Transmitter

Ultrasonic transit time flowmeter Clamp-on version. Application: Bidirectional flow measurement for water + wastewater and process water and hydropower plants. Mounting without process interruption. Maintenance-free installation. Corrosion-resistant transmitter version. 4-line display, touch control. Clamp-on device for Water + Wastewater with web server. With Heartbeat Technology and short inlet run thanks to FlowDC (option).

9W4BA1-AALHFPDABAADAF1+PA

AA Approval; Transmitter; Sensor: Non-hazardous area
L Power Supply: 100-240VAC/24VAC/DC
H Output; Input: 4-20mA HART, pulse/freq., switch output
F Display; Operation: 4-line illum.; touch control
P Transmitter Housing: Remote, alu, coated
D Electrical Connection: Thread NPT1/2
AB Sensor Version: C-050 (0,5 MHz)
A Process Temperature: -20...80oC, -4...176oF
AD Cable: 30m/90ft, -40...80oC, -40...176oF
AF Installation Set: DN600-DN2000, 24"-80"
A1 Device Model: 1
PA >>Accessory Enclosed: Display protection

Qty Engineering Labor Services

1 Factory start-up and adjustment services of above Micro-Comm equipment
1 On-Site Start-up and configuration services for commisioning of Flow Meter
1 **THREE YEAR** Parts warranty on E&H equipment

Unit Price: \$49,743.00

(1) ITEM #3: On-Site Electrical Installation

Qty Round Lake Tank Installation:

- 1 Install new 4xSensor Ultra-sonic sensors for 30inch flow meter #1 location
- 1 Install new 4xSensor Ultra-sonic sensors for 30inch flow meter #2 location
- 1 Install new 4xSensor Ultra-sonic sensors for 42inch flow meter #3 location
- 1 Install new 4xSensor Ultra-sonic sensors for 42inch flow meter #4 location
- 1 Install new Panel Rack for 2xTransmitters for meter location #1 & #2
- 1 Install new Panel Rack for 2xTransmitters for meter location #3 & #4
- 1 1inch PVC Conduit from Meter 3&4 Rack to Meter 1&2 for 120Vac power
- 1 1inch PVC Conduit from Meter 1&2 Rack to PLC for 120Vac power
- 1 1inch PVC Conduit from Meter 3&4 Rack to Meter 1&2 for Signal wire
- 1 1inch PVC Conduit from Meter 1&2 Rack to PLC for Signal wire
- 1 Man-Lift Rental Fees and transportation fees
- 1 Electrical Installation Labor

Qty Josephine Lake Tank Installation:

- 1 Install new 4xSensor Ultra-sonic sensors for 30inch flow meter #1 location
- 1 Install new 4xSensor Ultra-sonic sensors for 30inch flow meter #2 location
- 1 Install new 4xSensor Ultra-sonic sensors for 42inch flow meter #3 location
- 1 Install new 4xSensor Ultra-sonic sensors for 42inch flow meter #4 location
- 1 Install new Panel Rack for 2xTransmitters for meter location #1 & #2
- 1 Install new Panel Rack for 2xTransmitters for meter location #3 & #4
- 1 1inch PVC Conduit from Meter 3&4 Rack to Meter 1&2 for 120Vac power
- 1 1inch PVC Conduit from Meter 1&2 Rack to PLC for 120Vac power
- 1 1inch PVC Conduit from Meter 3&4 Rack to Meter 1&2 for Signal wire
- 1 1inch PVC Conduit from Meter 1&2 Rack to PLC for Signal wire
- 1 Man-Lift Rental Fees and transportation fees
- 1 Electrical Installation Labor

Unit Price: \$21,945.00

(1) ITEM #4: Flow Monitoring Engineering, Start-up, and on-site PLC programming

Meters: Round Lake Tank PLC
 Josephine Lake Tank PLC

Qty

- 1 System Engineering and drawing modifications
- 1 PLC Control Software changes for 4-20mA Flow Rate calculations
- 1 PLC Control Software changes for pulse Flow Total calculations
- 1 HMI Changes to include new Flow Rate/Total & Control tag changes
- 1 HMI-Webpage changes to include new tags
- 1 HMI-Dialer changes to existing alarm dialer to include additional tags
- 1 Factory start-up and adjustment services of above equipment
- 1 On-Site Start-up and configuration services for commissioning of control system changes

Qty Engineering Labor Services

- 1 System Engineering Submittals
- 1 Factory start-up and adjustment services of above Micro-Comm equipment
- 1 On-Site Start-up and configuration services for commissioning of Flow Meters

Unit Price: \$11,757.00

(2) ITEM #1A: OPTIONAL new Factory Built PLC Panels (Use existing hardware as noted)

Meters: Round Lake Tank PLC
Josephine Lake Tank PLC

Micro-Comm M1650 remote unit in a Wall mount NEMA 4/12 enclosure with "Single-Board M1650" RTU module. I/O Sub-panel type construction, radio transceiver, 120/24VAC Line Transformer, integral 12/24VDC Power Supply coaxial cable lightning arrestor, coaxial cable, cable connectors, and Yagi antenna.

Qty Description

- 1 PLC Control Panel 30x24x10 Nema 4/12 & panel assembly
- 1 Panel Inner Door kit
- 11 Panel Shop Labor
- 1 UL508 Panel Listing (Concept panels only)
- 1 10amp Circuit Breaker
- 1 EDCO 120VAC line protection TVSS
- 1 Mean Well DR-120 120Vac/12Vdc 10amp power supply
- 1 Mean Well DR-120 120Vac/24Vdc 10amp power supply
- 1 L3E Battery Dropout Relay
- 1 24 Hour Battery Back-up
- 2 Type-N Coax Lightning Arrestor
- 2 Type-N Coax Patch Cord & Radio Data Cable

Qty Existing equipment field relocated

- 2 Existing iNET-900MHz Radios
- 1 M1650 Modular RTU Assembly w/PM & modem
- 1 Moxa Ethernet Switch

Qty Panel I/O modules

- 1 Micro-Comm L47 Expansion Analog Input card (8 channel)

(4) CONTROL OUTPUTS (base RTU)

- 0 DO2
- 0 DO3
- 0 DO4

(4) Spare Output(s)

EQUIPMENT 1 SIGNAL PROVIDER:

(8) DISCRETE INPUTS (physical): (base RTU)

- 1 DI1 30" Riser Fill Pipe #1 Pulse Input Flow Total
- 1 DI2 30" Riser Fill Pipe #2 Pulse Input Flow Total
- 1 DI3 42" Riser Fill Pipe #3 Pulse Input Flow Total
- 1 DI4 42" Riser Fill Pipe #4 Pulse Input Flow Total
- 0 DI5
- 1 DI6 RTU Panel Power Fail
- 0 DI7
- 0 DI8

(3) Spare discrete inputs

EQUIPMENT 1 SIGNAL PROVIDER:

software

(2) ITEM #1A: OPTIONAL new Factory Built PLC Panels (continued)

(12) ANALOG INPUTS: (base RTU + 1xL47)		EQUIPMENT 1 SIGNAL PROVIDER:
1	AI1 Tank Level	Existing Signal
1	AI2 30" Riser Fill Pipe #1 4-20mA Input Flow Rate	New Flow Meter by MC
1	AI3 30" Riser Fill Pipe #2 4-20mA Input Flow Rate	New Flow Meter by MC
1	AI4 42" Riser Fill Pipe #3 4-20mA Input Flow Rate	New Flow Meter by MC
1	EAI1 42" Riser Fill Pipe #4 4-20mA Input Flow Rate	New Flow Meter by MC
0	EAI2	
0	EAI3	
0	EAI4	
0	EAI5	
0	EAI6	
0	EAI7	
0	EAI8	
(7)	Spare analog inputs	

(2) ANALOG INPUTS:(script)

1	SAI1 RTU Battery Voltage	(internal PLC Sensor)
1	SAI2 RTU Temperature	(internal PLC Sensor)

(2) ANALOG OUTPUTS: (base RTU)

0	AO1
0	AO2

(2) Spare analog output(s)

1	COM1 RS-232 for VHF FSK Motorola Radio
1	COM2 RS-232 for SMT Display
1	COM3 RS-485 for Expansion I/O
1	COM4 RS-232 Future Coms
1	COM5 Ethernet for Internet access and HMI

Qty MISC CONTROL & FRONT PANEL ITEMS:

1	Micro-Comm Keypad & Display unit w/cable
---	--

Qty The following items will be shipped separately for field mounting:

2	Yagi Antenna with mounting U-bolts
150	Coax LMR-400
1	Coax connectors & Tape

Qty The following items are included in the price of each unit:

1	Factory Start-up & Adjustment Service
1	Engineering, Programming, & Testing (Include multiple selectable control modes)
1	Freight to Jobsite (FOB Factory)

Price Each: \$13,849.00

Unit Price: \$27,698.00

(1) ITEM #2A: OPTIONAL On-Site Electrical Installation for NEW PLC Panels

Qty Round Lake Tank Installation:

- 1 Install (1) New Coax and Antenna on top of tank (Coax secured to safety cage)
- 1 Equipment Rack increase in size at meter location #1 Transmitter
- 1 1inch PVC Conduit from Meter 1&2 Rack to fiber optic panel with new fiber extension
- 1 new preterminated fiber optic line with pulling eye interface with existing patch panel to new PLC panel
- 1 Electrical Installation Labor

Qty Josephine Lake Tank Installation:

- 1 Install (2) New Coax and Antenna on top of tank (Coax secured to safety cage)
- 1 Equipment Rack increase in size at meter location #1 Transmitter
- 1 1inch PVC Conduit from Meter 1&2 Rack to fiber optic panel with new fiber extension
- 1 new preterminated fiber optic line with pulling eye interface with existing patch panel to new PLC panel
- 1 Electrical Installation Labor

Unit Price: \$7,047.00

MISCELLANEOUS ITEMS TO INCLUDE:

- 1 FREIGHT TO JOBSITE (FOB FACTORY, FREIGHT ALLOWED) **INCLUDED**
- 1 FACTORY START-UP & ADJUSTMENT SERVICE **INCLUDED**
- 1 THREE YEAR PARTS & LABOR WARRANTY **INCLUDED**
- 1 ON-SITE START-UP SERVICES **INCLUDED**
- 1 ALL ELECTRICAL INSTALLATION **INCLUDED**
- 1 ALL APPLICABLE TAXES **EXCLUDED**

Total BASE Project Costs: \$133,188.00

Total ALTERNATE Project Costs: \$34,745.00

Accepted By: _____ Date: _____

Amount Accepted: _____