



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Dan Jonasson, Director of Public Works

DATE: October 25, 2018

SUBJECT: **NAWS ADAPTIVE MANAGEMENT PLAN MOU WITH BUREAU OF RECLAMATION**

I. RECOMMENDED ACTION

1. Recommend approval of the MOU with the supplemental letter, as attached provided by the Bureau of Reclamation and authorize the Mayor to appoint the Public Works Director and Asst. Public Works Director to the AMP team.

II. DEPARTMENT CONTACT PERSONS

Dan Jonasson, Director of Public Works	857-4140
Jason Sorenson, Asst. Director of Public Works	857-4140

III. DESCRIPTION

A. Background

The City of Minot has been involved with NAWS since the 1990's in support of bringing quality and reliable drinking water to Minot and the North Central area of ND. Minot has agreements with the State to provide a cost share for the NAWS project as well as agreements for water production for the NAWS system.

B. Proposed Project

As part of the Supplemental EIS that was completed by the Bureau of Reclamation, an adaptive Management Plan and team is required to be established to provide input on the design of the intake into the snake creek pump station as well as the biota plant at Max and to assure that these facilitates are constructed and operated in accordance with the SEIS. Minot has been providing input and funding assistance since the inception of this project, but now the Bureau is asking that a MOU be formally established and signed designating personnel to participate in this AMP from the City. A copy of this MOU is attached, however, upon review by the City attorney, the following was recommended "VII Terms" which states "The City of Minot agrees that it will not seek relief against the U.S. government or any entity or officer thereof in the event of a dispute over whether Reclamation is fulfilling the intentions expressed in this MOU." Should be reciprocal. We have sent the MOU back to the Bureau and asked that this section be revised to state this. The Bureau has provided a letter that in summary states this " , the intent of the MOU term in question is to clearly state that no party signatory to the MOU will seek relief against Reclamation in the event the party disagrees with a future adaptive

management decision. This term is included in each MOU Reclamation is entering in to, and we believe consistency in these MOUs is important. Because Reclamation is the sole decision maker, we don't believe it is necessary or appropriate for this MOU term to be reciprocal. Reclamation will not seek relief against the City of Minot for carrying out its role under this MOU."

In discussions between staff, the City Attorney and the City Manager, we believe this supplemental letter is adequate in lieu of adjusting the actual MOU.

- C. Consultant Selection
N/A

IV. IMPACT:

- A. Strategic Impact:
This work will allow the city to continue to move the vital portions of the NAWS project forward.

- B. Service/Delivery Impact:

- C. Fiscal Impact:

The City is funding 35% cost share of the project and has in the past taken care of any local staff costs related to NAWS as described in the agreement..

- V. **ALTERNATIVES**
N/A

- VI. **TIME CONSTRAINTS**
N/A

VII. LIST OF ATTACHMENTS

- A. *Original MOU from Bureau of Reclamation*
- B. *Copy of the preliminary letter from Bureau of Reclamation*