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LAKE AGASSIZ WATER AUTHORITY
Board of Directors Meeting

Fargo City Commission Chambers
August 19, 2025
DRAFT AGENDA

- 10:30 a.m. I. Call to Order & Roll Call – Chair Mahoney
- 10:31 a.m. II. Introductions – Chair Mahoney
- 10:32 a.m. III. **>Approval of Agenda** – Chair Mahoney
- 10:33 a.m. IV. Reading and Consideration of the Minutes – Chair Mahoney
- A. **>June 26, 2025 (Tab O)**
- 10:35 a.m. V. **Closed Executive Session pursuant to N.D.C.C. § 44-04-19.1, (2) and (9) and 44-04-19.2 for purposes of contract negotiation strategies and attorney consultation**
- 11:15 a.m. VI. LAWA Financial Report – Merri Mooridian
- A. **>*Budget Analysis Statement (Tab P)**
1. **>Bills Paid (Tab Q)**
- B. **>Summary of Dues and Cost Share Paid (Tab R)**
- 11:25 a.m. VII. Project Financial Reports & Updates
- A. Interim Financing Agreement Series F – John Shockley
- 11:45 a.m. VIII. Red River Valley Water Supply Project Update
- A. Construction Update – Kip Kovar
- B. **>Work Plan Update – Kip Kovar/Paul Boersma (Tab S)**
1. ***>Task Order 1520 Operational Planning, Phase 3, Amend. No. 1 (Tab T)**
2. ***>Task Order 1630 Project Mgmt Information Services Phase 3 (Tab U)**
- C. **>2023-2025 Biennium Work/Plan Budget – Kip Kovar (Tab V)**
- D. **>2025-2027 Biennium Work/Plan Budget – Kip Kovar (Tab W)**
- E. **>Program Schedule – Kip Kovar (Tab X)**
- F. User Engagement – Steve Burian
1. **Memorandum of Commitment Approval**
- a. **>*Northeast Regional Water District (Tab Y)**
- 12:00 p.m. IX. ***Project Participation Agreement Update & Plan** – John Shockley
- A. LAWA and GDCD Operations Delineation
- B. Project Agreement(s) Updates
- 12:15 a.m. X. Unfinished Business – Chair Mahoney
- A. **>*LAWA Bylaws Revision Update** – Katie Schmidt **(Tab Z)**
- 12:30 p.m. XI. New Business – Chair Mahoney
- 12:30 p.m. XII. Adjourn

Bold = Action Item

*** = Roll Call Vote**

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

25-104

LAKE AGASSIZ WATER AUTHORITY

BOARD OF DIRECTORS

**Fargo Commission Chambers
June 26, 2025**

A meeting of the Lake Agassiz Water Authority (LAWA) board of directors was held June 26, 2025. The meeting was called to order by Chair Mahoney at 1 p.m.

BOARD MEMBERS PRESENT

Chair Timothy Mahoney
Vice Chairman Brandon Bochenski
Director LaVonne Althoff
Director Rick Bigwood
Director Ann Broussard
Director Dave Carlsrud
Director Tom Erdmann
Director Alan Idso
Director Jim Schmaltz
Director Travis Schmidt (replaced by Alternate Pritchard at 2:35 p.m.)
Alternate Don Moen for Director Bill Bohnsack
Alternate Brian Reilly for Director Keith Nilson (attended virtually)
Associate Member Bernie Dardis
Secretary Duane DeKrey

MEMBERS ABSENT

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

A copy of the registration sheet is attached to these minutes as Annex I.

The meeting was recorded to assist with compilation of the minutes.

APPROVAL OF AGENDA

Chair Mahoney stated he would like to add an Executive Session to the agenda following Item VII, 2C.

Director Erdmann asked to add RRVWSP Operational Responsibilities Matrix as an additional item to the agenda.

Chair Mahoney said that item will be addressed in the Executive Session followed with a report back to the full board.

Motion by Director Carlsrud to approve the board agenda with the addition of an Executive Session. Second by Director Broussard. Upon voice vote, motion carried.

CONSIDERATION OF MINUTES

Motion by Vice Chair Bochenski to approve the April 16, 2025, LAWA Board meeting minutes as distributed. Second by Director Schmidt. Upon voice vote, motion carried.

FINANCIAL REPORT

2025 Budget Analysis Statement - - Merri Mooridian, Deputy Program Manager, RRVWSP Administration, Garrison Diversion Conservancy District, reviewed the Draft Budget Analysis Statement for the period of January 1, 2025, to May 31, 2025, a copy which is attached to these minutes as Annex II.

Total income received through May is \$22,009. Expenses are \$137,072.

The total bank balance at the end of May 2025 is \$136,546.

Motion by Director Broussard to approve the Budget Analysis Statement for the period of January 1, 2025, through May 31, 2025. Second by Director Schmaltz. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Broussard, Carlsrud, Erdmann, Idso, Mahoney, Schmaltz and Schmidt. Alternates voting aye: Moen and Reilly. Those voting nay: none. Motion carried.

2025 Bills Paid - - Ms. Mooridian reviewed the bills paid for 2025, including legal fees, consultant services and miscellaneous.

Summary of Dues Paid - - Ms. Mooridian referenced the table in the meeting packet showing \$18,500 has been submitted thus far for 2025 LAWA membership dues.

PROJECT FINANCIAL REPORTS AND UPDATES

Consultant Work Plan Review - - Vice Chair Bochenski shared that he and Chair Mahoney recently met with Paul Boersma of Black & Veatch to review consultant invoices from 2024. They noted several contracted tasks were not fully executed due to operational efficiencies, resulting in considerable cost savings. A commitment was made to address and reconcile these details through 2025.

Chair Mahoney added that they discussed with Mr. Boersma the broader philosophy around consultant work percentages. The LAWA and Garrison Diversion boards are evaluating annual allocations with an emphasis on supporting local engagement wherever feasible.

Consultant Billing Summary

Vice Chair Bochenski reported that consultant billing summaries are now included in the board meeting packets for member review. For those interested in further details, a link will be provided to access the complete list of invoices.

Additionally, it was agreed to limit overseas consultant work and prioritize keeping project-related activities within the United States.

Interim Financing Agreement Series C - - Ms. Mooridian referred to funding reimbursement requests 65, 66 and 67 submitted to the State Water Commission (SWC) through May 16, 2025, for Interim Financing Agreement Series C cost share. The total amount approved for state funding was \$84.7 million. The amount paid since the 2019-2021 biennium is \$75.5 million. The remaining balance is \$9.2 million.

Interim Financing Agreement Series D - - Ms. Mooridian next referred to funding reimbursement requests 29 through 33 submitted to the SWC through April 16, 2025, for Interim Financing Agreement Series D cost share. These requests are for the 2023-2025 biennium. Of the \$180 million total state cost share, \$106 million is remaining. Also shown is the Bank of North Dakota (BND) loan of \$60 million with \$35 million remaining.

Interim Financing Agreement Series F - - Ms. Mooridian provided an overview of the proposed Series F Interim Financing Agreement for the 2025–2027 biennium, noting that Series D covered interim financing for the 2023–2025 biennium; Series E provided \$4.5 million in federal MR&I funds, matched by a \$1.5 million local cost share from Fargo and Grand Forks, and Series F is proposed to support the local cost share for 2025–2027.

The North Dakota Legislature approved \$205 million in state cost share funding for the RRVWSP, with \$68.33 million designated for local cost share. This funding capacity is available through the BND as part of the Water Infrastructure Revolving Loan Fund (WIRLF).

Ms. Mooridian stated the Series F agreement is modeled after Series D with a two-year deferment and three years of interest-only payments on shaped debt. Series F has been drafted and circulated to Fargo, Grand Forks, and LAWA. Garrison Diversion is currently awaiting their feedback.

Director Carlsrud, representing a smaller user city, inquired if there was any reason not to sign the agreement.

Chair Mahoney responded that he could not see any reason to oppose signing Series F.

Director Erdmann compared the financial framework to an ongoing construction project. Debt will be incurred progressively throughout the project's duration. The payment structure will shift starting with interest only payments and later to principal only payments. Multiple financing contract series will be required before the project is finalized.

Vice Chair Bochenski noted a degree of disagreement regarding the current direction of the RRVWSP. He explained that Grand Forks has engaged a third-party review to assess the project's needs and foundational components. Governance changes under consideration may impact Grand Forks' continued financial support at its current level. While Grand Forks remains a key participant in the project, its commitment to Series F and future funding is uncertain. He emphasized the need to understand whether LAWA's approval of the agreement constitutes a firm funding obligation, as changes in financial support could affect other users, both large and small, depending on future developments.

John Shockley, Ohnstad Twichell, said if one of the member entities currently signed up for an allocation does not sign Series F, that percentage would be redistributed among the other entities that do sign. There are concerns which have been expressed by some of the member entities regarding the next phase of financing so he has been coordinating with attorneys from these entities to determine what changes could be included within the Series F documentation to satisfy those concerns and relay those back to Garrison Diversion.

Vice Chair Bochenski asked what the resolution is resolving. What is the firm commitment? Is LAWA locked into this dollar amount upon signing this resolution or is this worked through the SWC as a preliminary and then final. Are there other opportunities to size this based on the local funding.

Mr. Shockley said the resolution before the LAWA Board is a resolution concurring with the submission of the packet to the SWC. It is not a formal loan document or guarantee. That usually shows there is general consensus that local funding is in place. Later on, the documents to support that funding, whether it be loan documents or other cash in lieu, would be part of any financing documents. What the board is doing today is consenting to the submittal of that package with this resolution. If there was a change in participation from the member entities or the structure of the project, he does not believe this resolution commits LAWA to that. It is just committing to submission of the packet to the SWC.

Vice Chair Bochenski asked if Garrison Diversion agrees with that assessment or do they need more time to consider.

Tami Norgard, Vogel Law Firm, stated Garrison Diversion fully supports the resolution as presented. She noted that if all allocation holders do not sign Series F, those allocations will be redistributed among remaining signatories. The other option would be accepting only the portion of state funds for which users have secured matching funds. Only build so much or everyone else has to take a bigger share.

Chair Bochenski said it will then be looked at as an up to amount.

SWC Update

\$150 Million Cost Share Request

Ms. Mooridian commented LAWA and Garrison Diversion boards previously approved a request for \$150 million state cost share from plus \$50 million for the local cost share. The SWC approved this at its last meeting.

\$55 Million Cost Share Request

SWC and Water Infrastructure Revolving Loan Fund Application

Ms. Mooridian noted that the LAWA and Garrison Diversion boards had previously endorsed a funding request consisting of \$150 million in state cost share and \$50 million in local cost share for the RRVWSP. She reported the SWC approved this request at its last meeting.

Ms. Mooridian referenced the resolution approving an application for the remaining \$55 million in state funding for the RRVWSP 2025-2027 biennium. The resolution also authorizes submittal of the funding request to the SWC. The local cost share is \$18.33 million.

She added Garrison Diversion's Executive Committee approved a similar resolution at its meeting on June 19.

A copy of the resolution is attached to these minutes as Annex III.

Motion by Director Erdmann to approve the financing resolution authorizing the funding application requesting \$55,000,000 for the Red River Valley Water Supply Project be submitted to the Department of Water Resources. Second by Director Broussard. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Broussard, Carlsrud, Erdmann, Idso, Mahoney, Schmaltz and Schmidt. Alternates voting aye: Moen and Reilly. Those voting nay: none. Motion carried.

RED RIVER VALLEY WATER SUPPLY PROJECT

Construction and Work Plan Update - - Kip Kovar, Deputy Program Manager, RRVWSP Engineering, Garrison Diversion Conservancy District, covered the active construction projects for the RRVWSP.

Construction Progress Update – Segments 5B, 5C, 5D, and 6A:

- **Garney Construction (Segment 5B):**
 - Pipeline and manhole cover installation complete
 - Pipe currently undergoing hydrostatic testing
 - Two miles of site restoration remain
- **Oscar Renda Contracting (Segment 5C):**
 - 3.7 miles of pipe installed, including 75 feet this summer
 - Deep terrain causing delays
 - Approximately 7,000 feet of restoration completed
- **Carstensen Construction (Segment 5D):**
 - 6.3 miles of pipe laid, with 2.2 miles installed this year
- **Carstensen Construction (Segment 6A):**
 - Topsoil stripping underway
 - Pipeline installation slated to begin after July 4

Right-of-Way Status:

- The right-of-way acquisition effort, ongoing since 2009, is nearing completion
- Four easements remain to be secured

The RRVWSP Work Plan Update dated June 13, 2025, is attached to these minutes as Annex IV.

2023-2025 Biennium Work Plan/Budget Revisions - - Mr. Kovar referred to the RRVWSP 2023-2025 Biennium Work Plan dated June 5, 2025, in the amount \$246 million. A copy of the work plan is attached to these minutes as Annex V.

2025-2027 Draft Biennium Work Plan/Budget - - Mr. Kovar referred to the 2025-2027 Draft Biennium Work Plan/Budget dated June 5, 2025, in the amount of \$273 million. He reviewed the significant items, which are Contracts 6B, 6C and 7A, totaling about 24 miles of pipe. A copy of the draft 2025-2027 biennium work plan is attached to these minutes as Annex VI.

Mr. Kovar added Series F needs to be approved in order to determine how much work can be bid. He emphasized the importance of approving Series F to determine the scope of work that can be bid. He noted that if full budget allocation is not secured, pipeline contract scopes would be reduced accordingly.

Chair Mahoney asked if the anticipated timeline for bidding is this fall.

Mr. Kovar said yes, as soon as the engineering team gets the green light, the advertisement and bidding process can begin. He added bid advertisements require a two-week lead time and must meet a minimum advertising requirement of three weeks prior to bid opening.

Mr. Kovar stated another significant item tied to Series F approval is construction of an access road to the biota water treatment plant (BWTP), along with site development.

Program Schedule - - Mr. Kovar next referenced the updated RRVWSP Program Schedule dated June 5.

Director Erdmann asked if the three pipeline contracts and the road to the BWTP can all be bid if the Series F is approved.

Mr. Kovar said, yes, with the \$205 million provided from the state plus the local match, the entire budget could be reached and those items could all be achieved. If the budget gets trimmed back, items to be removed would need to be determined.

User Engagement Update

Prospective Users Update

Steve Burian, Burian & Associates, reported since his last update to the board, two additional Memorandum of Commitment (MOC) signups were received from Walsh Rural Water District and Agassiz Water Users District. He also noted that Northeast Regional Water District voted earlier this morning to sign a MOC for 3.2 cfs.

Mr. Burian recapped a directive from the past meeting where the user outreach team was asked to finalize the MOC engagement process. Three approaches were evaluated, resulting in the decision to continue outreach with interested users who have yet to make a commitment. He then reviewed a list of users who are currently considering participation in the RRVWSP.

Vice Chair Bochenski asked which of the seven users have made a commitment to the RRVWSP through the interim financing process.

Mr. Burian replied Fargo, Grand Forks, Carrington, Cooperstown, Hillsboro, Mayville and Valley City signed Interim Financing Agreement Series D2.

Memorandum of Commitment Approvals

Mr. Burian referred to three MOCs included with the board meeting materials. These have been signed and submitted by Richland County, Walsh Rural Water District and Agassiz Water Users District, each indicating their anticipated nominations for future water needs from the project. The board's approval is required on the MOCs. Copies of the MOCs are attached to the minutes as Annex VII, VIII and IX respectively.

Motion by Director Carlsrud to approve the RRVWSP Memorandums of Commitment by and between the Lake Agassiz Water Authority, Garrison Diversion Conservancy District, Richland County, Walsh Rural Water District and Agassiz Water Users District. Second by Director Schmidt. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Broussard, Carlsrud, Erdmann, Idso, Mahoney, Schmaltz and Schmidt. Alternates voting aye: Moen and Reilly. Those voting nay: none. Motion carried.

EXECUTIVE SESSION

Katie Schmidt, Ohnstad Twichell, read the statement of topics and purposes for the Executive Session regarding contract negotiations and attorney consultation. Discussions on these items in an open meeting could adversely impact the board's contract bargaining positions and could ultimately result in adverse fiscal effects on the board's bargaining positions, therefore, an Executive Session is necessary and warranted.

Motion by Director Bigwood to enter into executive session for purposes of contract negotiation strategies and attorney consultation related to the following items: (i) Garrison Diversion's filing of a water storage permit in Lake Ashtabula; (ii) a letter received from Garrison Diversion's attorney on June 25, 2025, and (iii) providing negotiation direction regarding items (i), (ii), and in regard to a water supply agreement, pursuant to N.D.C.C. § 44-04-19.1(2) and (9) and § 44-04-19.2. Second by Director Broussard. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Broussard, Carlsrud, Erdmann, Idso, Mahoney, Schmaltz and Schmidt. Alternates voting aye: Moen and Reilly. Those voting nay: none. Motion carried.

The board entered into Executive Session at 1:33 p.m. and returned to regular session at 2:34 p.m.

Motion by Director Bigwood for the board to direct and authorize the LAWA attorney and special attorneys from Fargo and Grand Forks to collaborate in developing agreements between LAWA and Garrison Diversion. This shall include a focused effort on identifying and defining the appropriate roles and responsibilities of Garrison Diversion and LAWA, including the concept of split delivery and allocating the project operation and control between Garrison Diversion and LAWA, as well as establishing clear mechanisms for accountability between LAWA and Garrison Diversion. The attorneys are directed to incorporate these elements into the draft agreements and to report back to the LAWA Board with progress updates and any recommendations for

further action. Second by Director Broussard. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Broussard, Carlsrud, Erdmann, Idso, and Mahoney. Alternates voting aye: Moen, Pritchard and Reilly. Those voting nay: Schmaltz. Motion carried.

Chair Mahoney asked that a progress report be provided to the board within six weeks.

PROJECT PARTICIPATION AGREEMENT UPDATE AND PLAN

Mr. Shockley provided a verbal update in lieu of a formal report. With board authorization to proceed, he will be contacting Garrison Diversion's counsel to advance contract discussions. He has initiated internal meetings with special counsel representing Grand Forks and Fargo to gather input on specific provisions and overall agreement structures.

Mr. Shockley anticipates entering more formal drafting of the agreements within the next six weeks and committed to delivering periodic updates to the board as negotiations progress. He acknowledged the importance of moving swiftly and aligning legal frameworks with project timelines.

UNFINISHED BUSINESS

LAWA Bylaws Revisions - - Ms. Schmidt commented the bylaws have been seen a handful of times. The big outstanding item remaining was voting. She has met with a few of the directors to discuss this issue.

Ms. Schmidt referenced Section VI.H of the revised bylaws dated June 11, 2025, specifically Items 4 and 5 concerning parliamentary rules and voting procedures. She clarified that the board has agreed to maintain a one-vote-per-member system for all regular votes, eliminating weighted voting. As a compromise, additional items have been included in the supermajority list under Item 5 (a-i), requiring a two-thirds vote of the entire board—not just members present. For supermajority approval, support must also include both the directors from Grand Forks and Fargo.

This meeting serves as a discussion opportunity to confirm alignment on voting expectations. Ms. Schmidt noted that the timeline requirements for the first reading of bylaw revisions—30 days prior for submission to the secretary and 15 days prior for distribution to the board—were not met. However, the intent is to reach consensus on voting procedures during this session and proceed with a formal first reading at the next meeting.

Chair Mahoney added that a vote today on the bylaws would allow the board to move the revisions forward. Any desired changes would be incorporated and presented again for board action at the subsequent meeting.

Director Erdmann noted the counties of McLean, Sheridan, Foster and Wells were not listed under Section IV, Membership, of the bylaws and requested they be added.

Ms. Schmidt responded the counties' membership is defined by statute but agreed that those counties may be included as members.

Director Erdmann requested clarification regarding Section VI.H, Voting Procedures, specifically the role of Grand Forks and Fargo in supermajority votes.

Ms. Schmidt confirmed that a supermajority requires a two-thirds vote of the entire board and must include affirmative votes from both Grand Forks and Fargo. If either city does not affirm the vote, the motion would effectively be vetoed.

Motion by Vice Chair Bochenski authorizing general counsel to finalize the draft bylaws in accordance with the language presented and discussion held during the board meeting in regard to listing prospective users. Second by Director Broussard. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Broussard, Carlsrud, Erdmann, Idso, Mahoney and Schmaltz. Alternates voting aye: Moen, Pritchard and Reilly. Those voting nay: none. Motion carried.

Alternate Pritchard questioned Section V.B.4, Terms and Election of Directors, in regard to the status of Moorhead's directorship. Moorhead is listed as an associate member, and he inquired whether Moorhead retains a voting seat given the 13-member voting structure.

Ms. Schmidt clarified that Moorhead has been included on the board of directors, and this designation reflects statutory guidance. Therefore, the bylaws accurately represent Moorhead's inclusion and voting status in accordance with legal requirements.

NEW BUSINESS

LAWA Consulting Services Agreement

Brent Bogar, Consultant, LAWA, referenced the memo circulated to the board outlining a proposed amendment to the Consulting Services Agreement. This agreement is between LAWA and Mr. Bogar, pertaining to the consulting services he performs for the board. The existing agreement expires on June 30. Due to current activities transpiring with operational responsibilities, etc., it could change the scope of the agreement; therefore, an extension to the current agreement is being proposed through the end of this calendar year.

Vice Chair Bochenski expressed support for the extension, noting that as LAWA assumes a greater role in the RRVWSP, it is important to reevaluate the consulting services position and future staffing needs. Maintaining the agreement until the end of the year allows the board time for planning.

A copy of the memo is attached to these minutes as Annex X.

Motion by Director Carlsrud to approve the amendment to the Consulting Services Agreement extending its term to December 31, 2025. Second by Alternate Pritchard. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Broussard, Carlsrud, Erdmann, Idso, Mahoney and Schmaltz. Alternates voting aye: Moen, Pritchard and Reilly. Those voting nay: none. Motion carried.

Resolution of Condolence - - Chair Mahoney acknowledged the passing of Bill Bohnsack, LAWA Board member representing the City of Mayville, and referenced the resolution circulated to the board. Vice Chair Bochenski read the resolution aloud in recognition of

Director Bohnsack's service and dedication. A copy of the resolution is attached to these minutes as Annex XI.

Motion by Vice Chair Bochenski to adopt the resolution honoring Bill Bohnsack. Second by Director Carlsrud. Upon voice vote, motion carried.

OTHER

The meeting adjourned at 2:47 p.m.

Timothy Mahoney, Chair

Duane DeKrey, Secretary

REGISTRATION

LAWA Board Meeting
 Fargo Commission Chambers
 June 26, 2025

NAME	ORGANIZATION
Kimberly Cook	GDCD
PAN Postlock	FARGO
Brent Brinkman	CRWD
Mark Johnson	CRWD
Steve Hanson	SEWUD
Don Lingen	SEWUD
Tony Hall	IF--go
BRIAN JOHNSON	EGF
Keith Myklebust	EGF
Marc Pritchard	Moorehead Public Service
Todd Ireland	Grand Forks
Bruce Larnabb	Fargo
SHAWN GORDIE	AECS
Michael Redlinger	Fargo
Ken Vein	GDCD
JEFF LeDoux	1
Greg Bischoff	GDCD
Steve Burian	Burian + Associates
Jason Siegfert	GDCD
Dave Anderson	GDCD
Dave Pieper	Fargo
Tan McLean	Fargo
Carter Schmitz	GDCD
Mari M. M. M. M.	GDCD
Bennett Johnson	Vogel
TAMI Norgard	Vogel
Juan G. Perez	GDCD
Kp Kover	GDCD

REGISTRATION

Annex I
25-115LAWA Board Meeting
Fargo Commission Chambers
June 26, 2025

NAME	ORGANIZATION
John T. Shockley	Okunsted Twichell, P.C.
Brent Bogar	A&S
Paul Boller	BV
Lisa Chapin	Hood
On Line	
John Dingess	City of Fargo
Joe Nett	Department of Water Resources
Melanie Parvey	City of Grand Forks
Maureen Storstad	City of Grand Forks
Jeremy Schuler	Northeast Regional Water District
Pat Fridgen	Department of Water Resources
Dennis Minanowski	City of Wahpeton
Dustin Scott	City of West Fargo
Cory Drevecky	Department of Water Resources
Tim Paustian	Apex Engineering
Dan Gaustad	City of Grand Forks
Willy Galindo	City of West Fargo
Sindjuja S. Pillai-Grinolds	Department of Water Resources
Sabrina Scherr	Garrison Diversion
Ashley Reisenauer	Garrison Diversion
Brian Reilly	Walsh Rural Water District



Income	Budget 2025	Actual as of 5.31.25	Balance of Budget
Dues Income	\$ 30,000.00	\$ 18,500.00	\$ 11,500.00
Miscellaneous	\$ -	\$ 99.00	\$ (99.00)
Cost Share-Interim Finance	\$ 6,945.00	\$ 3,410.49	\$ 3,534.51
Total Income	\$ 36,945.00	\$ 22,009.49	\$ 14,935.51
Expenses			
Dues Expenses	\$ 6,500.00	\$ 6,000.00	\$ 500.00
ND Water Users Association	\$ 5,000.00	\$ 5,000.00	\$ -
ND Water Coalition	\$ 1,000.00	\$ 1,000.00	\$ -
ND Rural Water Systems Assoc.	\$ 500.00	\$ -	\$ 500.00
Accounting	\$ -	\$ -	\$ -
Directors Expense	\$ -		\$ -
Insurance	\$ 550.00	\$ -	\$ 550.00
Construction	\$ -		\$ -
Engineering	\$ -	\$ 3,410.49	\$ (3,410.49)
Property Acquisiton/Easements	\$ -		\$ -
Admin Expense	\$ -	\$ 83.46	\$ (83.46)
Legal/Prof Serv	\$ 220,000.00	\$ 127,578.27	\$ 92,421.73
Ohnstad Twichell, P.C.	\$ 87,982.00	\$ 42,409.77	\$ 45,572.23
AE2S	\$ 93,768.00	\$ 62,293.50	\$ 31,474.50
Garrison Diversion - BHFS	\$ 30,750.00	\$ 15,375.00	\$ 15,375.00
Garrison Diversion - Effertz Law	\$ 7,500.00	\$ 7,500.00	\$ -
Total Expenses	\$ 227,050.00	\$ 137,072.22	\$ 89,977.78

Bank Activity

Beginning Bank Balance 1-1-25	\$ 251,616.13
Income Received	\$ 22,009.49
Bank Fees	\$ (7.24)
Total Funds Available	\$ 273,618.38

Check #1263 ND Water Coalition	\$ 1,000.00
Check #1264 ND Water Users	\$ 5,000.00
Check #1265 AE2S	\$ 15,568.25
Check #1266 Ohnstad Twichell	\$ 16,267.77
Check #1267 Ohnstad Twichell	\$ 6,017.00
Check #1268 Garrison Diversion (BHFS)	\$ 7,687.50
Check #1269 Garrison Diversion (Effertz Law)	\$ 3,750.00
Check #1270 AE2S	\$ 10,696.32
Check #1271 AE2S	\$ 15,175.64
Check #1272 Ohnstad Twichell	\$ 4,476.50
Check #1273 AE2S	\$ 9,538.71
Check #1274 Ohnstad Twichell	\$ 2,095.50
Check #1275 Garrison Diversion (Effertz Law)	\$ 3,750.00
Check #1276 Garrison Diversion (BHFS)	\$ 7,687.50
Check #1277 Garrison Diversion (CS 33)	\$ 3,410.49
Check #1278 AE2S	\$ 11,314.58
Check #1279 Ohnstad Twichell	\$ 13,553.00
Check #1280 Countryside Creations	\$ 83.46
Total Expenses	\$ 137,072.22

Ending Bank Balance	\$ 136,546.16
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**A Resolution of the Board of Directors of the Lake Agassiz Water Authority (LAWA) Approving
the Submittal of an Application to the Department of Water Resources and State Water
Commission**

WHEREAS, the Lake Agassiz Water Authority (LAWA) is committed to ensuring the completion of the Red River Valley Water Supply Project (RRVWSP); and

WHEREAS, the Department of Water Resources and State Water Commission provide funding opportunities to support water resource projects that align with state and regional water management goals; and

WHEREAS, HB1020 designated funding in the amount of \$205,000,000 in the 2025-2027 biennium for the RRVWSP, of which \$150,000,000 was requested from the State Water Commission and of which \$55,000,000 remains to be approved for disbursement; and

WHEREAS, LAWA has engaged qualified consultants to prepare an application for funding to the Department of Water Resources and State Water Commission; and

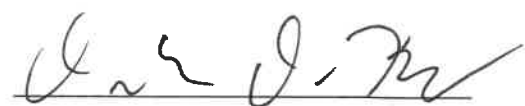
WHEREAS, the LAWA Board of Directors has reviewed the 2025-2027 RRVWSP work plan as part of the application prepared by the consultants and finds it to be in the best interest of LAWA and the communities it serves.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Lake Agassiz Water Authority as follows:

1. **Approval of Application:** The Board of Directors hereby approves the submittal of the application prepared by the consultants to the Department of Water Resources and State Water Commission for the remainder of the 2025-2027 biennium RRVWSP funding.
2. **Authorization to Submit:** The General Manager, or its designee, is hereby authorized and directed to submit the application on behalf of LAWA and to take any necessary actions to complete the application process.
3. **Effective Date:** This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the Lake Agassiz Water Authority on this 26th day of June, 2025.


Tim Mahoney, Chairperson
Board of Directors
Lake Agassiz Water Authority


Duane DeKrey, Secretary/Treasurer
Board of Directors
Lake Agassiz Water Authority

RRVWSP Work Plan Update
June 13, 2025**CONSTRUCTION****Pipeline Construction****Contract 5B**

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

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

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

In the third year (2024), using two pipe crews, approximately 18,500 feet has been installed, which completes the pipe installation.

Currently, the contractor is building out the manholes and filling the pipe getting ready for hydrotesting.

To date, \$39,090,882.28 has been paid on the original contract amount of \$45,961,700.00. Change Orders No. 1, 2, 3 and 4 have been approved, leaving the current contract price at \$46,899,055.88.

Contract 5C

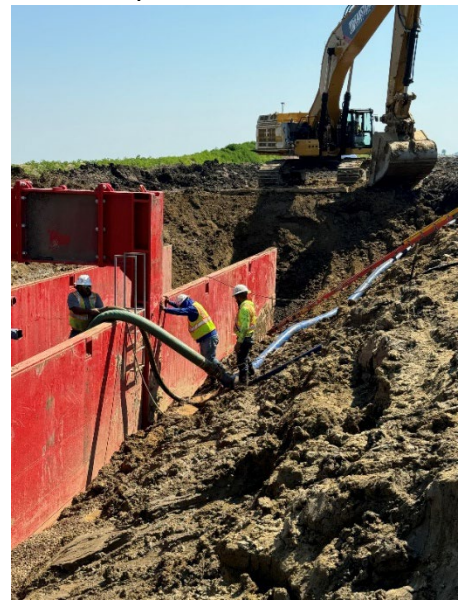
The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting.

Oscar Renda was not meeting their install targets so a second pipe crew was sent out on July 10. To date, 19,402 feet has been installed. The Kelly Creek tunnel is complete.

To date, \$37,281,590.59 has been paid on the original contract amount of \$76,663,355.00.



Stripping Topsoil



Trench Box w/ Dewatering Pipes

Contract 5D

The contract price is \$61,677,275.00 for 10 miles of pipe awarded to Carstensen Contracting. To date, the contractor has installed 32,451 feet with one pipe crew of which 9,300 feet installed this year.

To date, \$38,365,291.29 has been paid on the original contract amount of \$61,677,275.00. Change Order No. 1 has been approved, leaving the current contract price at \$59,375,495.00.



Stored Pipe on Site



Placing Dewatering Pipe

Contract 6A

The contract price is \$52,528,500.00 for 7.1 miles of pipe awarded to Carstensen Contracting. To date, the contractor has started stripping topsoil and installing dewatering discharge pipe.

DESIGN

The design team is also working with Reclamation on the location for the BWTP and pump stations.

Bid opening on Contract 6A was held on November 7, 2024. Final design efforts have started on Contracts 7 and 4. Additional geotechnical data is complete.

RRVWSP Awarded Contracts				
No.	Contract Name	Contractor	Bid Price	Final Contract Price
1	Missouri River Intake Wet Well & Site Development	ICS	\$4,989,405.88	\$4,721,446.47
1	Sheyenne River Outlet Discharge Structure & Site Development	Industrial Builders	\$1,516,955.00	\$1,521,884.00
2	Missouri River Intake, Screen Structure & Tunnel	Michels	\$18,896,900.00	\$19,444,156.60
5A	Transmission Pipeline East (TPE)	Garney	\$8,366,201.00	\$8,393,396.44
5B	TPE Carrington to Bordulac	Garney	\$45,961,700.00	
5D	TPE Sykeston to Carrington	Carstensen	\$61,677,275.00	
5C	TPE Bordulac to James River	Oscar Renda	\$76,663,355.00	
6A	TPE James River to McKinnon Township	Carstensen	\$52,528,500.00	



RED RIVER VALLEY
WATER SUPPLY PROJECT



2023 to 2025 Biennium Work Plan

(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

June 5, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Biennium RRVWSP Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
	Garrison Diversion Conservancy District Budget Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.		GDCD				\$ 1.00	\$ 0.75	\$ 0.25			
	Property, Easements, and Crop Damage Payments⁴ Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners. Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.		RRVWSP				\$ 2.21	\$ 1.66	\$ 0.55			
18	Transmission Pipeline East Contract 5C Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	3± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Jul-23 Nov-23	Prof Srvs Const, 2026 Fin							\$ 5.64	\$ 4.23	\$ 1.41
	Transmission Pipeline East Contract 5D Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.	Jul-23 Oct-23	Prof Srvs Const, 2026 Fin							\$ 5.47	\$ 4.10	\$ 1.37
4.	RRV Transmission Pipeline Contract 6A Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.	Jul-23 Dec-24	Prof Srvs Const, 2027 Fin							\$ 5.47	\$ 4.10	\$ 1.37
5.	ENDAWS Transmission Pipeline Contract 3 Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.	Aug-23	ENDAWS		\$ 3.06	\$ 2.29	\$ 0.76			\$ 52.53	\$ 39.40	\$ 13.13
6.	Transmission Pipeline East Contracts 4A and 4B Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).	27± mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdfield at HBTs.	Feb-24	Prof Srvs				\$ 7.18	\$ 5.39	\$ 1.80			
7.													



2023 to 2025 Biennium Work Plan

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June 5, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
8.	RRV Transmission Pipeline Contract 7	14± mi of 72" pipeline, including several 96" tunnels. Pipeline extends from the east end of Contract 6B to the outfall on the Shewenne River southeast of Cooperstown.	Aug-23	Prof Svcs									
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.							\$ 2.93	\$ 2.19	\$ 0.73			
	Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).												
9.	McClusky Canal Intake and Pumping Station	Siting: passive intake screens, pumping station similar to MRI, and utility extension design can begin for new facility to be located near McClusky, ND.	Feb-24	Prof Svcs									
	Scope: Conceptual and preliminary design of an intake and pumping station at the McClusky Canal.				0.75	\$ 0.56	\$ 0.19						
	Need: Preliminary designs are necessary so site acquisition can begin and final design can commence when land is secured.												
10.	Biota Water Treatment Plant and Main Pumping Station	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Feb-24	Prof Svcs									
	Scope: Conceptual and preliminary designs for a Biota WTP and Main Pumping Station, including hydraulic surge facility.				2.87	\$ 2.15	\$ 0.72						
	Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.												
11.	Hydraulic Break Tanks	Two 5 MG above-ground storage tanks and accessories, site piping and valves, monitoring, and utility extensions necessary for a new greenfield site.	Feb-24	Prof Svcs									
	Scope: Preliminary design of above-ground tanks and associated facilities at or near the continental divide.				0.37	\$ 0.28	\$ 0.09						
	Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.												
12.	PMIS Annual Licenses & Continued Maint/Upgrades	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of contractors/ subcontractors and workflow/report additions and modifications.	Feb-24	Vend & Prof Svcs									
	Scope: Annual software license renewal for expanded team and consulting support for training and configuration services.							\$ 0.50	\$ 0.37	\$ 0.12			
	Need: Create greater efficiency and documentation for voluminous amount of construction related documents.												
13.	Prg Mgmt to Support Larger Spend and Expanded Team	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Aug-23	Prof Svcs									
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Division.							\$ 0.65	\$ 0.49	\$ 0.16			
	Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.												
14.	Outreach, Plng, and Design to Secure User Commitments	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Aug-23	Prof Svcs									
	Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.							\$ 1.69	\$ 1.27	\$ 0.42			
	Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.												

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RED RIVER VALLEY
WATER SUPPLY PROJECT



2023 to 2025 Biennium Work Plan

(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

June 5, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
	Operational Planning and Asset Management Phase 3 Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Division, State Water Commission, and USACE roles for system operation.	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24	Prof Svcs				\$ 0.46	\$ 0.35	\$ 0.12			
15.	Financial Planning Support Scope: Continue to refine the financial model and provide scenarios as required to support users and the program. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Aug-23	Prof Svcs				\$ 0.59	\$ 0.44	\$ 0.15			
16.	Additional End-User Outreach Scope: Branch pipeline conceptual design and other consulting assistance to potential end-users. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Conceptual designs and other consulting support to support end-user understanding of core pipeline and applicable branch pipeline CapEx necessary to secure MDU signatures. Evaluate canal improvements necessary to deliver flows. Develop operational plan to supply irrigators and ENDAWS/RRVWSP system while improving delivered water quality.		Prof Svcs				\$ —	\$ —	\$ —			
17.	McCluskey Canal Hydraulic & Water Quality Investigation Scope: Study and report on operation of the McCluskey Canal to reliably supply flow to irrigators and the ENDAWS project. Need: The McCluskey Canal and the Snake Creek Pumping Plant are critical components of the ENDAWS/RRVWSP system.	Evaluate canal improvements necessary to deliver flows. Develop operational plan to supply irrigators and ENDAWS/RRVWSP system while improving delivered water quality.	Apr-25	Prof Svcs	\$ 0.44	\$ 0.33	\$ 0.11						
18.	ENDAWS Facilities Site Development Contract 1 Scope: Final design and bidding assistance with partial execution of the construction work by GDCD. Need: Provide site access for construction and ready site for substantial facilities construction beginning in 2028.	Access roads to proposed site of new Biota WTP, mass grading to prepare for structure construction, and temporary excavation support system for intake pumping station wetwell.	Apr-25	Prof Svcs	\$ 0.88	\$ 0.66	\$ 0.22						
19.	ENDAWS BWTP Piloting and Treatability Study Scope: water treatment piloting of preliminarily selected treatment processes with a 3-month duration. Need: Process demonstration necessary to make sure water quality treatment objectives can be met with selections.	Pilot scale treatment train consisting of preliminary treatment, UV disinfection, chlorination, and residual chloramine treatment.	Apr-25	Prof Svcs	\$ —	\$ —	\$ —	\$ 0.87	\$ 0.65	\$ 0.22			
20.	ENDAWS Facilities Supplemental Geotechnical Invest. Scope: Additional borings and soil sampling expanding upon the initial program implemented during preliminary design. Need: More data needed to properly design foundations, structures, pavement, etc. for the new facilities.	Geotechnical borings; soil characterization, sampling and testing; and reporting to fully inform design team and contractors of on-site insitu soil characteristics.	Apr-25	Prof Svcs	\$ 0.89	\$ 0.66	\$ 0.22						
21.	ENDAWS Facilities Utility Extensions Study Scope: Study and report of electrical service extension to serve the new biota water treatment plant Need: There have been no recent studies of electrical service infrastructure necessary at the McCluskey facilities site.	Evaluate substation needs and routing of 15 to 25 miles of high-voltage power lines to serve the new BWTP. Identify permitting and easement requirements.		Prof Svcs	\$ —	\$ —	\$ —						
22.													

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Annex V
25-122



RED RIVER VALLEY
WATER SUPPLY PROJECT



2023 to 2025 Biennium Work Plan

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June 5, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Biennium RRVWSP Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
23.	ENDAWS Transmission Pipeline Contract 2												
	Scope: Final design (30% docs to 90% plans and specs).												
	Need: Have next pipeline section nearly ready so when Federal funding is secured/allocated design can quickly be completed and construction can proceed.	10± mi of 72" pipeline, including one 96" diameter tunnels. Pipeline extends from ND Highway 14 east to the connection point with Contract 3.	Apr-25	Prof Svcs	1.78 \$	1.34 \$	0.45 \$						
24.	ENDAWS Transmission Pipeline Contract 1												
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.												
	Need: Have next pipeline section bid-ready so when Federal funding is secured/allocated construction can proceed.	11± mi of 72" pipeline, including uup to five 96" diameter tunnels. Pipeline extends from BWTP at McClusky Canal east to ND Highway 14 connection point with Contract 2.	Apr-25	Prof Svcs	1.95 \$	1.46 \$	0.49 \$						
25.	Contingency												
	Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.		RRVWSP	- \$	- \$	- \$	- \$	- \$	- \$	6.45 \$	4.84 \$	1.61 \$
	Need: Address and pay for changes that are sure to occur.			MR&I							0.06 \$	0.05 \$	0.01 \$
TOTAL PROGRAM BUDGET					\$ 15.48	\$ 11.61	\$ 3.87	\$ 18.87	\$ 14.15	\$ 4.72	\$ 211.65	\$ 158.74	\$ 52.91

Notes:

- Construction costs include management, engineering services during construction, inspection, field quality control, and construction.
- Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.
- Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are **not** shown.
- Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damage, and field obstructions. Estimates include pipeline easements required for the ENDAWS east/west pipeline and remaining easements from the beginning of the Contract 4 transmission main to the Sheyenne River Outfall, with most located in Wells County.
- Items appearing in blue bold are progressing with task orders and contracts issued to the engineering team and contractors, respectively. Items appearing in blue italics have been updated to reflect adjustments made for actual amounts contracted. Items shown in black text are pending. Items highlighted in yellow have changed from the previous version of the Work Plan.



RED RIVER VALLEY WATER SUPPLY PROJECT



2025 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)

June 5, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	Garrison Diversion Conservancy District Budget Scope: Account for all costs for which Garrison Diversion is responsible and not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP.	--	GDCD				\$ 1.00	\$ 0.75	\$ 0.25			
2.	Property, Easements, and Crop Damage Payments⁴ Scope: Crop damage payments to landowners and easement costs. Need: Treat landowners right and live up to commitments.	Easements for Washburn transmission main. Pay for crop damages program wide.	--	Crp Dmg				\$ 1.82	\$ 1.37	\$ 0.46			
3.	Red River Valley Transmission Pipeline Contract 6B Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	9.2± mi of 72" pl, including one 96" tunnel. Pipeline extends east from Contract 6A northeast of Kensal to a termination point southeast of Glenfield.	Jul-25 Oct-25	Prof Svcs Const, 2028 Fin							\$ 5.70	\$ 4.28	\$ 1.43
											\$ 64.26	\$ 48.20	\$ 16.07
4.	Red River Valley Transmission Pipeline Contract 6C Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8.4± miles of 72" pl, including three 96" tunnels. Pipeline section extends east from Ct 6B near Glenfield to a termination point south of Sutton.	Jul-25 Oct-25	Prof Svcs Const, 2028 Fin							\$ 5.70	\$ 4.28	\$ 1.43
											\$ 73.78	\$ 55.34	\$ 18.45
5.	Red River Valley Transmission Pipeline Contract 7A Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6.5± mi of 72" pl, including three 96" tunnels. PI section extends east from Ct 6C near Sutton to a termination point south of Cooperstown.	Oct-25 Dec-25	Prof Svcs Const, 2028 Fin							\$ 5.70	\$ 4.28	\$ 1.43
											\$ 59.82	\$ 44.87	\$ 14.96
6.	McClusky Facilities Final Design Services & Bidding Assist Scope: Final designs for McClusky Intake Pumping Station, Biota WTP, and McClusky Main Pumping Station. Need: Complete design so bids can be obtained for constructing the facilities.	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Oct-25	Prof Svcs	\$ 15.00	\$ 11.25	\$ 3.75						
7.	MO River Pumping Sta, Trans Main, & Utilities Ext Ct 3 Scope: Final design, construction, and construction phase services for pumping station and transmission pl for Washburn. Need: Advance design, obtain bids, and construct new raw water supply for City of Washburn.	Raw water pumping station and transmission main from Missouri River Pumping Station to the City of Washburn water treatment plant.	Jan-26 Jan-27 Jan-27	Prof Svcs Prof Svcs Const				\$ 0.40	\$ 0.30	\$ 0.10	\$ 0.40	\$ 0.30	\$ 0.10
											\$ 4.00	\$ 3.00	\$ 1.00

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2025 to 2027 Biennium Work Plan

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June 5, 2025

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					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
8.	McClusky Facilities Wetwell Excavation & Site Dev Ct 1 Scope: Construction and construction phase services for initial project at greenfield site. Need: Prepare site and ready it for future construction of the biota water treatment plant.	Access road improvements from Highway 200 north to the future biota water treatment plant site. Mass excavation of site and excavation of intake ps shaft.	Apr-26	Prof Svcs							\$ 1.20	\$ 0.90	\$ 0.30
			Apr-26	Const							\$ 12.00	\$ 9.00	\$ 3.00
9.	McClusky Facilities Intake, Tunnel, & Shaft Liner Ct 2 Scope: Final design services and bidding assistance for second construction project at the facilities site. Need: Complete specialty work ahead of the main biota water treatment plant construction.	Passive intake screens/structure on the McClusky Canal along with a 72" tunnel to the shaft/pumping station wetwell. Concrete shaft liner inside circular shaft excavated under Ct 1.	Jan-26	Prof Svcs	\$ 2.00	\$ 1.50	\$ 0.50						
				Prof Svcs									
10.	McClusky Facilities Utility Extensions Design Scope: Final design services and bidding assistance for power, natural gas, water utility extensions to the new sites. Need: There is no 3-phase power available at the site so one needs to be developed to supply power needs of new facility.	Electrical system design to support a new power supply to the biota water treatment plant and associated ps along with the new ground storage reservoirs site.	Jan-26	Prof Svcs	\$ 1.50	\$ 1.13	\$ 0.38						
11.	PMIS Annual Licenses & Continued Maint/Upgrades Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for significant amount of construction related documents.	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of GCs/subs and workflow/report additions and mods.	Jul-25	Prof Svcs				\$ 0.50	\$ 0.38	\$ 0.13			
12.	Program Management Support Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion. Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Oct-25	Prof Svcs				\$ 0.75	\$ 0.56	\$ 0.19			
13.	Project Participation Agreement Support Scope: User briefings and necessary support, including conceptual designs, to secure project commitments. Need: Define pipeline extensions to identify for users how and at what cost water will be delivered to their communities.	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update CapEx estimates to reflect market.	Oct-25	Prof Svcs				\$ 2.00	\$ 1.50	\$ 0.50			
14.	Operational Planning Phase 4 Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Oct-25	Prof Svcs				\$ 1.50	\$ 1.13	\$ 0.38			

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RED RIVER VALLEY WATER SUPPLY PROJECT



2025 to 2027 Biennium Work Plan

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June 5, 2025

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					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
15.	Financial Planning Support	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Oct-25	Prof Svcs				\$ 0.60	\$ 0.45	\$ 0.15			
	Scope: Continue to refine the financial model and provide scenarios as required to support users and the program. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.												
16.	Contingency	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	N/A	GDGD									
	Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs. Need: Address and pay for changes that are sure to occur.	\$ 0.93			\$ 0.70	\$ 0.23	\$ 0.43	\$ 0.32	\$ 0.11	\$ 12.34	\$ 9.26	\$ 3.09	
TOTAL PROGRAM BUDGET					\$ 19.43	\$ 14.57	\$ 4.86	\$ 9.00	\$ 6.75	\$ 2.25	\$ 244.90	\$ 183.68	\$ 61.23

Notes:

1. Construction costs include management, engineering services during construction, inspection, field quality control, and construction.
2. Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.
3. Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are not shown.
4. Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damages, and field obstructions. Estimates include pipeline easements required for the Washburn transmission main and remaining easements on pipeline Contracts 1 through 4 in Sheridan and Wells Counties.

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**RRVWSP MEMORANDUM OF COMMITMENT
AND NOMINATION**

THIS RED RIVER VALLEY WATER SUPPLY PROJECT (“RRVWSP” or “Project”) MEMORANDUM OF COMMITMENT AND NOMINATION (this “MOC”), dated April 15, 2025, ~~2024~~ (the “Effective Date”), by and between Richland County, a county (the “Participant”), Lake Agassiz Water Authority (“LAWA”), a political subdivision of the state of North Dakota, and Garrison Diversion Conservancy District (“Garrison Diversion”), a political subdivision and instrumentality of the state of North Dakota (collectively the “Parties”), is a contingent acknowledgement of the Participant’s intent to financially participate in the RRVWSP.

Recitals

A. The RRVWSP is a forthcoming reliable, high quality supplemental water supply project for central and eastern North Dakota for various purposes, including domestic, rural water, municipal and industrial uses. The infrastructure making up the Project presently includes, by way of illustration and not limitation, an intake, biota water treatment plant, buried pipeline, pump stations, air release valves, discharge structure, and associated infrastructure used to transport a supplemental water supply from the Missouri River and/or the McClusky Canal to the Participant and other LAWA stakeholders.

B. LAWA is assisting in the development of the RRVWSP. LAWA is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-39 of the North Dakota Century Code.

C. Garrison Diversion is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-24 of the North Dakota Century Code.

D. Participant is a county. The Participant along with each other municipality entering into a MOC are together referred to herein as the “Participants.”

E. Participant acknowledges it intends to enter into a Project Participation Agreement (“PPA”) with Garrison Diversion, LAWA, and other Participants to pay for its share of the past, current and future design, construction, operation, and maintenance of the RRVWSP and to nominate and reserve water supply capacity from the RRVWSP. The PPA is a voluminous agreement, with significant appendices. The Parties are working through edits to the PPA and appendices, so Participant is not yet comfortable signing the PPA. Participant, however, acknowledges its intent to participate in the RRVWSP and sign the satisfactory final form of the PPA upon timely completion of the editing process.

F. It is imperative to the timely and cost-efficient development to now identify as accurately as possible which Participants will be part of the RRVWSP and to identify accurately the PPA financial obligations for each of the RRVWSP Participants.

G. Throughout the development of this Project, Garrison Diversion has received at least seventy-five percent (75%) cost-share funding from the North Dakota Department of Water Resources, with an obligation to fund the twenty-five percent (25%) local cost share. Throughout

the years, the local share of Project development costs has been paid by the Cities of Fargo and Grand Forks, as well as by Garrison Diversion, with others committed to pay their respective portions of the Garrison Diversion 2023-2025 Work Plan. Through the PPA, the investments of all Participants for these past development costs will be trued up and assessed to all Participants in accordance with their nomination proportion. The PPA will also set out each Participant's responsibility for future capital and operation and maintenance costs. All Participants have had an opportunity to review the most recent version of the PPA and have an understanding of the financial requirements and operational structure of the Project. Through its signature on this MOC, the Participant sets forth its good faith intention to enter the final PPA once review and negotiations satisfactorily are complete.

Agreement

In consideration of the foregoing and the covenants and agreements set forth herein, the Parties agree as follows:

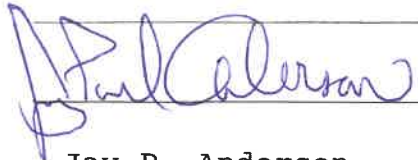
1. Participant has conducted and continues to conduct a meaningful review of its anticipated future water needs and has had the opportunity to consult with engineers and legal professionals of its own choosing, including having the opportunity to hire its own independent and unbiased representatives to advise Participant regarding its anticipated future water needs, the legal obligations under this MOC, and the draft PPA. The water nomination provided by the Participant in this MOC represents the capacity the Participant intends to contract for upon completion of PPA negotiations given the information known at this time. To secure capacity in the Project and to better identify the financial commitments expected of all Parties in the PPA, Participant hereby identifies its future water needs from the Project at 4.00 cfs. Of this amount, Participant anticipates that its nomination would include 0.00 annually for domestic needs and 4.00 annually for industrial needs. Garrison Diversion will prepare the PPA financial obligations using this nomination. The Parties recognize that this nomination may vary somewhat after additional analysis prior to the PPA being signed; however, it is the best estimate and intent of the Participant with information known today.
2. If Participant signs this MOC and ultimately chooses not to sign the PPA, the Participant has no property right in the nomination and has no ability to assign its nomination, rights and obligations under this MOC to any other entity.
3. There is no financial penalty to Participant if it signs this MOC and does not ultimately sign the PPA. There is no credit to Participant or reimbursement of any prior amounts that Participant may have paid to Garrison Diversion or LAWA for any Project contributions or other Project support if Participant does not sign a PPA. If Participant signs the PPA and thereafter no longer desires to receive water from the Project, Participant may be eligible to have its nomination, and the associated financial commitment therefor, assumed by LAWA or another LAWA member entity. The assumption of Participant's nomination may include the reimbursement to Participant for principal amounts contributed by Participant for capital expenses of the Project to the point of assumption. Further details on the assumption of a nomination will be outlined in the PPA.

4. Participant acknowledges there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project, including by way of illustration and not limitation, the following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA and/or Garrison Diversion; (iv) different environmental risks than those previously identified; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approval or a Federal permit; (vii) the Federal Government's decision to support the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; and (ix) political interference at the local, state or Federal level. As such, there is always potential for delay of the Project, increases in the proposed Project budget, and a change in the expected financial obligation of the Participant from what has been provided. The Participant understands that the final PPA financial terms may differ from what has been presented to Participant to date, but the information presented has been a good faith estimate of the obligations that would be incurred at the nomination amount discussed to date.
5. This MOC may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This MOC shall be governed by the laws of the State of North Dakota, without giving effect to its choice of laws principles. Venue of any proceedings shall be in the state courts located in Cass County, North Dakota.
7. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, including but not limited to a signature delivered through a provider such as DocuSign®, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

WITNESS WHEREOF, the Parties hereto have executed this MOC as of the Effective Date.

GARRISON DIVERSION CONSERVANCY DISTRICT

By:



Name: Jay P. Anderson

Title: Chairman

Date: April 24, 2025

LAKE AGASSIZ WATER AUTHORITY

By: _____

Name: _____

Its: _____

Date: _____

PARTICIPANT

Richland County

By: Chairman

Name: [Signature]

Title: Commissioner

Date: 4.15.25

**RRVWSP MEMORANDUM OF COMMITMENT
AND NOMINATION**

THIS RED RIVER VALLEY WATER SUPPLY PROJECT (“RRVWSP” or “Project”) MEMORANDUM OF COMMITMENT AND NOMINATION (this “MOC”), dated April 25, 2025 (the “Effective Date”), by and between Walsh Rural Water District, a water district (the “Participant”), Lake Agassiz Water Authority (“LAWA”), a political subdivision of the state of North Dakota, and Garrison Diversion Conservancy District (“Garrison Diversion”), a political subdivision and instrumentality of the state of North Dakota (collectively the “Parties”), is a contingent acknowledgement of the Participant’s intent to financially participate in the RRVWSP.

Recitals

A. The RRVWSP is a forthcoming reliable, high quality supplemental water supply project for central and eastern North Dakota for various purposes, including domestic, rural water, municipal and industrial uses. The infrastructure making up the Project presently includes, by way of illustration and not limitation, an intake, biota water treatment plant, buried pipeline, pump stations, air release valves, discharge structure, and associated infrastructure used to transport a supplemental water supply from the Missouri River and/or the McClusky Canal to the Participant and other LAWA stakeholders.

B. LAWA is assisting in the development of the RRVWSP. LAWA is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-39 of the North Dakota Century Code.

C. Garrison Diversion is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-24 of the North Dakota Century Code.

D. Participant is a water district. The Participant along with each other municipality entering into a MOC are together referred to herein as the “Participants.”

E. Participant acknowledges it intends to enter into a Project Participation Agreement (“PPA”) with Garrison Diversion, LAWA, and other Participants to pay for its share of the past, current and future design, construction, operation, and maintenance of the RRVWSP and to nominate and reserve water supply capacity from the RRVWSP. The PPA is a voluminous agreement, with significant appendices. The Parties are working through edits to the PPA and appendices, so Participant is not yet comfortable signing the PPA. Participant, however, acknowledges its intent to participate in the RRVWSP and sign the satisfactory final form of the PPA upon timely completion of the editing process.

F. It is imperative to the timely and cost-efficient development to now identify as accurately as possible which Participants will be part of the RRVWSP and to identify accurately the PPA financial obligations for each of the RRVWSP Participants.

G. Throughout the development of this Project, Garrison Diversion has received at least seventy-five percent (75%) cost-share funding from the North Dakota Department of Water

Resources, with an obligation to fund the twenty-five percent (25%) local cost share. Throughout the years, the local share of Project development costs has been paid by the Cities of Fargo and Grand Forks, as well as by Garrison Diversion, with others committed to pay their respective portions of the Garrison Diversion 2023-2025 Work Plan. Through the PPA, the investments of all Participants for these past development costs will be trued up and assessed to all Participants in accordance with their nomination proportion. The PPA will also set out each Participant's responsibility for future capital and operation and maintenance costs. All Participants have had an opportunity to review the most recent version of the PPA and have an understanding of the financial requirements and operational structure of the Project. Through its signature on this MOC, the Participant sets forth its good faith intention to enter the final PPA once review and negotiations satisfactorily are complete.

Agreement

In consideration of the foregoing and the covenants and agreements set forth herein, the Parties agree as follows:

1. Participant has conducted and continues to conduct a meaningful review of its anticipated future water needs and has had the opportunity to consult with engineers and legal professionals of its own choosing, including having the opportunity to hire its own independent and unbiased representatives to advise Participant regarding its anticipated future water needs, the legal obligations under this MOC, and the draft PPA. The water nomination provided by the Participant in this MOC represents the capacity the Participant intends to contract for upon completion of PPA negotiations given the information known at this time. To secure capacity in the Project and to better identify the financial commitments expected of all Parties in the PPA, Participant hereby identifies its future water needs from the Project at 1.00 cfs. Of this amount, Participant anticipates that its nomination would include 0.00 cfs annually for domestic needs and 1.00 cfs annually for industrial needs. Garrison Diversion will prepare the PPA financial obligations using this nomination. The Parties recognize that this nomination may vary somewhat after additional analysis prior to the PPA being signed; however, it is the best estimate and intent of the Participant with information known today.
2. If Participant signs this MOC and ultimately chooses not to sign the PPA, the Participant has no property right in the nomination and has no ability to assign its nomination, rights and obligations under this MOC to any other entity.
3. There is no financial penalty to Participant if it signs this MOC and does not ultimately sign the PPA. There is no credit to Participant or reimbursement of any prior amounts that Participant may have paid to Garrison Diversion or LAWA for any Project contributions or other Project support if Participant does not sign a PPA. If Participant signs the PPA and thereafter no longer desires to receive water from the Project, Participant may be eligible to have its nomination, and the associated financial commitment therefor, assumed by LAWA or another LAWA member entity. The assumption of Participant's nomination may include the reimbursement to Participant for principal amounts contributed by Participant for capital expenses of the Project to the point of assumption. Further details on the assumption of a nomination will be outlined in the PPA.

4. Participant acknowledges there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project, including by way of illustration and not limitation, the following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA and/or Garrison Diversion; (iv) different environmental risks than those previously identified; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approval or a Federal permit; (vii) the Federal Government's decision to support the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; and (ix) political interference at the local, state or Federal level. As such, there is always potential for delay of the Project, increases in the proposed Project budget, and a change in the expected financial obligation of the Participant from what has been provided. The Participant understands that the final PPA financial terms may differ from what has been presented to Participant to date, but the information presented has been a good faith estimate of the obligations that would be incurred at the nomination amount discussed to date.
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WITNESS WHEREOF, the Parties hereto have executed this MOC as of the Effective Date.

GARRISON DIVERSION CONSERVANCY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

LAKE AGASSIZ WATER AUTHORITY

By:

Name:

Its:

Date:

PARTICIPANT

By: Keith Wilson
Name: Keith Wilson Wepsh Water
Title: President
Date: 4/25/25

**RRVWSP MEMORANDUM OF COMMITMENT
AND NOMINATION**

THIS RED RIVER VALLEY WATER SUPPLY PROJECT (“RRVWSP” or “Project”) MEMORANDUM OF COMMITMENT AND NOMINATION (this “MOC”), dated May 21, 2025 (the “Effective Date”), by and between Agassiz Water Users District, a water district (the “Participant”), Lake Agassiz Water Authority (“LAWA”), a political subdivision of the state of North Dakota, and Garrison Diversion Conservancy District (“Garrison Diversion”), a political subdivision and instrumentality of the state of North Dakota (collectively the “Parties”), is a contingent acknowledgement of the Participant’s intent to financially participate in the RRVWSP.

Recitals

A. The RRVWSP is a forthcoming reliable, high quality supplemental water supply project for central and eastern North Dakota for various purposes, including domestic, rural water, municipal and industrial uses. The infrastructure making up the Project presently includes, by way of illustration and not limitation, an intake, biota water treatment plant, buried pipeline, pump stations, air release valves, discharge structure, and associated infrastructure used to transport a supplemental water supply from the Missouri River and/or the McClusky Canal to the Participant and other LAWA stakeholders.

B. LAWA is assisting in the development of the RRVWSP. LAWA is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-39 of the North Dakota Century Code.

C. Garrison Diversion is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-24 of the North Dakota Century Code.

D. Participant is a water district. The Participant along with each other municipality entering into a MOC are together referred to herein as the “Participants.”

E. Participant acknowledges it intends to enter into a Project Participation Agreement (“PPA”) with Garrison Diversion, LAWA, and other Participants to pay for its share of the past, current and future design, construction, operation, and maintenance of the RRVWSP and to nominate and reserve water supply capacity from the RRVWSP. The PPA is a voluminous agreement, with significant appendices. The Parties are working through edits to the PPA and appendices, so Participant is not yet comfortable signing the PPA. Participant, however, acknowledges its intent to participate in the RRVWSP and sign the satisfactory final form of the PPA upon timely completion of the editing process.

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G. Throughout the development of this Project, Garrison Diversion has received at least seventy-five percent (75%) cost-share funding from the North Dakota Department of Water Resources, with an obligation to fund the twenty-five percent (25%) local cost share. Throughout

the years, the local share of Project development costs has been paid by the Cities of Fargo and Grand Forks, as well as by Garrison Diversion, with others committed to pay their respective portions of the Garrison Diversion 2023-2025 Work Plan. Through the PPA, the investments of all Participants for these past development costs will be trued up and assessed to all Participants in accordance with their nomination proportion. The PPA will also set out each Participant's responsibility for future capital and operation and maintenance costs. All Participants have had an opportunity to review the most recent version of the PPA and have an understanding of the financial requirements and operational structure of the Project. Through its signature on this MOC, the Participant sets forth its good faith intention to enter the final PPA once review and negotiations satisfactorily are complete.

Agreement

In consideration of the foregoing and the covenants and agreements set forth herein, the Parties agree as follows:

1. Participant has conducted and continues to conduct a meaningful review of its anticipated future water needs and has had the opportunity to consult with engineers and legal professionals of its own choosing, including having the opportunity to hire its own independent and unbiased representatives to advise Participant regarding its anticipated future water needs, the legal obligations under this MOC, and the draft PPA. The water nomination provided by the Participant in this MOC represents the capacity the Participant intends to contract for upon completion of PPA negotiations given the information known at this time. To secure capacity in the Project and to better identify the financial commitments expected of all Parties in the PPA, Participant hereby identifies its future water needs from the Project at 1.00 cfs. Of this amount, Participant anticipates that its nomination would include 0.00 cfs annually for domestic needs and 1.00 cfs annually for industrial needs. Garrison Diversion will prepare the PPA financial obligations using this nomination. The Parties recognize that this nomination may vary somewhat after additional analysis prior to the PPA being signed; however, it is the best estimate and intent of the Participant with information known today.
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WITNESS WHEREOF, the Parties hereto have executed this MOC as of the Effective Date.

GARRISON DIVERSION CONSERVANCY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

LAKE AGASSIZ WATER AUTHORITY

By: _____

Name: _____

Its: _____

Date: _____

PARTICIPANT

Agasej Water User DistrictBy: Eric S.Name: Eric StanislawskiTitle: Board PresidentDate: 5-21-25



June 26, 2025

Chairman Tim Mahoney
c/o Duane DeKrey, Secretary
Lake Agassiz Water Authority
PO Box 140
Carrington, North Dakota 58421

Overview

This memo outlines a proposed amendment to the existing Consulting Services Agreement, originally approved by the Board in 2024 for a one-year term. The current agreement is set to expire at the end of this month.

Proposed Amendment

We propose extending the agreement for an additional six (6) months, through [insert new end date], to allow for continuity of services while we finalize a revised scope of work and budget aligned with evolving organizational priorities.

Budget

The proposed amendment includes a budget of \$85,000 plus expenses, which is based on the average monthly billing over the past three months. This figure reflects the current level of engagement and ensures adequate funding for continued support during the extension period.

Rationale

Although a new agreement was initially under consideration, recent shifts in strategic priorities and potential changes in consultant responsibilities have made it prudent to delay finalizing a new contract. Extending the current agreement will provide the necessary time to:

- Reassess and clearly define the scope of services
- Align consultant responsibilities with updated organizational goals
- Develop a comprehensive and accurate budget for a future agreement

Recommendation

It is recommended that the Board approve the terms of the proposed amendment. Pending legal review, the Board Chair will be authorized to sign the agreement on behalf of the organization. The amendment will include an effective date that ensures no lapse in services between the expiration of the current agreement and the start of the extension.

Resolution of Condolence and Appreciation for the Life and Service of Bill Bohnsack

WHEREAS, the Lake Agassiz Water Authority mourns the passing of our respected member of the board and friend, Bill Bohnsack; and

WHEREAS, Bill served with distinction as a member of the LAWA Board, bringing thoughtful leadership, deep commitment, and a collaborative spirit to the advancement of water infrastructure and regional cooperation; and

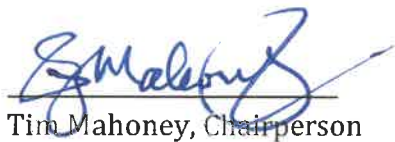
WHEREAS, beyond his service to LAWA, Bill was a dedicated public servant and community leader whose contributions enriched the lives of countless individuals across North Dakota through his work in local government, civic organizations, and public policy; and

WHEREAS, Bill's integrity, wisdom, and kindness left a lasting impression on all who had the privilege to work alongside him;

NOW, THEREFORE, BE IT RESOLVED, that the Lake Agassiz Water Authority expresses its deepest condolences to the family and loved ones of Bill Bohnsack, and honors his legacy of service, leadership, and friendship.

BE IT FURTHER RESOLVED, that this resolution be entered into the official record of the Authority and a copy be presented to his family as a token of our respect and gratitude.

PASSED AND ADOPTED by the Board of Directors of the Lake Agassiz Water Authority on this 26th day of June, 2025.



Tim Mahoney, Chairperson
Board of Directors
Lake Agassiz Water Authority



Income	Budget 2025	Actual as of 7.31.25	Balance of Budget
Dues Income	\$ 30,000.00	\$ 34,600.00	\$ (4,600.00)
Miscellaneous	\$ -	\$ 99.00	\$ (99.00)
Cost Share-Interim Finance	\$ 6,945.00	\$ 4,390.01	\$ 2,554.99
Total Income	\$ 36,945.00	\$ 39,089.01	\$ (2,144.01)
Expenses			
Dues Expenses	\$ 6,500.00	\$ 6,320.00	\$ 180.00
ND Water Users Association	\$ 5,000.00	\$ 5,000.00	\$ -
ND Water Coalition	\$ 1,000.00	\$ 1,000.00	\$ -
ND Rural Water Systems Assoc.	\$ 500.00	\$ 320.00	\$ 180.00
Accounting	\$ -	\$ -	\$ -
Directors Expense	\$ -	\$ -	\$ -
Insurance	\$ 550.00	\$ -	\$ 550.00
Construction	\$ -	\$ -	\$ -
Engineering	\$ -	\$ 4,390.01	\$ (4,390.01)
Property Acquisiton/Easements	\$ -	\$ -	\$ -
Admin Expense	\$ -	\$ 83.46	\$ (83.46)
Legal/Prof Serv	\$ 220,000.00	\$ 180,417.59	\$ 39,582.41
Ohnstad Twichell, P.C.	\$ 87,982.00	\$ 64,923.27	\$ 23,058.73
AE2S	\$ 93,768.00	\$ 92,619.32	\$ 1,148.68
Garrison Diversion - BHFS	\$ 30,750.00	\$ 15,375.00	\$ 15,375.00
Garrison Diversion - Effertz Law	\$ 7,500.00	\$ 7,500.00	\$ -
Total Expenses	\$ 227,050.00	\$ 191,211.06	\$ 35,838.94

Bank Activity

Beginning Bank Balance 1-1-25	\$ 251,616.13
Income Received	\$ 39,089.01
Bank Fees	\$ (51.66)
Total Funds Available	\$ 290,653.48

Check #1263 ND Water Coalition	\$ 1,000.00
Check #1264 ND Water Users	\$ 5,000.00
Check #1265 AE2S	\$ 15,568.25
Check #1266 Ohnstad Twichell	\$ 16,267.77
Check #1267 Ohnstad Twichell	\$ 6,017.00
Check #1268 Garrison Diversion (BHFS)	\$ 7,687.50
Check #1269 Garrison Diversion (Effertz Law)	\$ 3,750.00
Check #1270 AE2S	\$ 10,696.32
Check #1271 AE2S	\$ 15,175.64
Check #1272 Ohnstad Twichell	\$ 4,476.50
Check #1273 AE2S	\$ 9,538.71
Check #1274 Ohnstad Twichell	\$ 2,095.50
Check #1275 Garrison Diversion (Effertz Law)	\$ 3,750.00
Check #1276 Garrison Diversion (BHFS)	\$ 7,687.50
Check #1277 Garrison Diversion (CS 33)	\$ 3,410.49
Check #1278 AE2S	\$ 11,314.58
Check #1279 Ohnstad Twichell	\$ 13,553.00
Check #1280 Countryside Creations	\$ 83.46
Check #1281 Garrison Diversion (CS 34)	\$ 979.52
Check #1282 Ohnstad Twichell	\$ 10,825.50
Check #1283 ND Rural Water	\$ 320.00
Check #1284 AE2S	\$ 20,865.07
Check #1285 Ohnstad Twichell	\$ 11,688.00
Check #1286 AE2S	\$ 9,460.75
Total Expenses	\$ 191,211.06

Ending Bank Balance	\$ 99,442.42
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Lake Agassiz Water Authority

820

PO Box 140, Carrington, ND 58421

Phone 701-652-3194 Fax 701-652-3195

Cost Share Invoice -Fargo RRVWSP 34 RED RIVER VALLEY PROJECT May 2025						
Vendor	Invoice #	Invoice Amount	State of ND Funds 90%	from LAWA-Fargo 7.7215%	from LAWA-Grand Forks 2.2785%	Total Expenditures
Construction-MRIPS Wet Well						
Error on Prior LAWA Invoices						
Invoice #7 2021 (Fargo underpaid, GF overpaid)					\$ (347.02)	Credit remaining
Invoice #14 2022 (Fargo underpaid, GF overpaid)						
MRI Intake Pumping Station Wet Well & Bidding						
MRI Pumping Station Wet Well & Site Development CPS-2620						
MRI Screen Structure & Tunnel Design & Bidding-2330						
Black & Veatch 5-3-24	1426497	\$3,865.22	\$ 3,478.70	\$ 298.45	\$88.07	\$ 3,865.22
Black & Veatch 5-7-25	1463520	\$8,820.45	\$ 7,938.41	\$ 681.07	\$200.97	\$ 8,820.45
Construction-Pipeline East Contract 5A			Expenditures Paid from State of ND Funds 75%	Expenditures Reimbursement from LAWA-Fargo 19%	Expenditures Reimbursement from LAWA-Grand Forks 6%	Total Expenditures
Construction-Pipeline East Contract 5A						
Transmission Pipeline Construction Phase						
Sheyenne River Outfall Discharge Structure-Bidding						
Sheyenne River Outfall Discharge Structure-Construction						
Sheyenne River Outfall Discharge Structure-CPS						
Project Planning/Admin						
Property Acquisitions & Easements						
GRAND TOTALS		\$12,685.67	\$ 11,417.11	\$ 979.52	\$ (57.98)	\$12,685.67
Total Due from Fargo				\$ 979.52		

Pd - 1281

#25-141

OHNSTAD TWICHELL, P.C.
Attorneys at Law

18-0014

KJS

Invoice # 203527

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

Date: June 6, 2025

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

LAWA Legal Support

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	10.1	\$475.00	\$4,797.50
KJS	13.7	\$440.00	\$6,028.00
Total Fees:	23.8		\$10,825.50
Grand Total			\$10,825.50
			Rates - 2025
KJS	Katie J. Schmidt, Partner, Supervising Attorney		\$440.00
JTS	John T. Shockley, Partner		\$475.00
AJR	Andrea J. Roman, Paralegal		\$270.00

BLT

Pd ✓ 1282

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

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

Page 2 of 2

PROFESSIONAL SERVICES RENDERED (FEES ONLY)

Invoice # 203527			Lake Agassiz Water Authority			General		
FILE NUMBER			MATTER DESCRIPTION			INVOICE - TOTAL FEES		
18-0014-1			GENERAL			\$10,825.50		
TOTAL						\$10,825.50		



Membership Renewal

Member Information

Membership Type

Associate

Organization / City / System Name

Lake Agassiz Water Authority

Name

Merri Mooridian

Address

PO Box 140

Carrington ND 58421

Phone

(701) 652-3194

Email

merrim@gdcd.org

Dues

July 2025 to June 2026 - \$320

Equipment Purchase/Maintenance Donation

No Thanks

Patrick Denne Memorial Scholarship Donation

No Thanks

Total: \$320.00

Merri Mooridian

Lake Agassiz Water Authority

PO Box 140

Carrington, ND 58421

merrim@gdcd.org

OCV

Pd ✓ 1283

TOTAL: \$320.00

Please print 2 copies of the invoice keeping one for your records.

Mail the additional copy of the invoice along with your payment to:

NDRWSA

2718 Gateway Ave., Suite #201

Bismarck, ND 58503-0585



Mr. Duane DeKrey
Lake Agassiz Water Authority
PO Box 140
Carrington, ND 58421

May 28, 2025
Project No: P00214-2024-001
Invoice No: 102884

Project Manager Brent Bogar
Project P00214-2024-001 2025 Legislative Strategy Support

Professional Services for the period: April 12, 2025 to May 16, 2025

Phase 130 Communications Services

Professional Services

	Hours	Rate	Amount	
Bogar, Brent	74.25	269.00	19,973.25	
Syverson, Heather	.50	152.00	76.00	
Totals	74.75		20,049.25	
Professional Services Total				20,049.25

Reimbursables

Meals			12.57	
Reimbursables Totals			12.57	12.57

Expenses

Transportation				
4/10/2025	Bogar, Brent	397.0 Miles @ 0.75	297.75	
4/16/2025	Bogar, Brent	203.0 Miles @ 0.75	152.25	
4/16/2025	Bogar, Brent	196.0 Miles @ 0.75	147.00	
4/24/2025	Bogar, Brent	275.0 Miles @ 0.75	206.25	
Expenses Totals			803.25	803.25

Contract Maximum

	Current Billing Against Maximum	Previous Billings Against Maximum	Total Billings To Date
Total Billings	20,865.07	114,375.31	135,240.38
Maximum			145,778.00
Remaining			10,537.62

Phase Total 20,865.07

Project Invoice Total 20,865.07 BG

Please make checks payable to: Advanced Engineering and Environmental Services, LLC • 4050 Garden View Dr, Ste 200, Grand Forks, ND 58201

We accept most major credit cards for payment: a 3.5% convenience fee will be added to all credit card transactions.
To pay by credit card please call 701-746-8087.

Pd ✓ 1284

Project	P00214-2024-001	LAWA 2025 Legislative Strategy Support	Invoice	102884
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Invoice Summary:

- Legislative strategy with Garrison/Lobbyist
- Legislative wrap up and tracking
- BND Loan funding support
- Financial planning with legislators
- Coordination with DWR director
- LAWA committee/board meeting prep, attendance, follow-up
- Legislative session tracking and updates (RRVWSP work plan and funding priority)
- LAWA discussions and planning on agreements for project with GDCCD
- 4/16 - LAWA Board Meeting (In Person)
- 4/16 - GDCCD RRV Committee Meeting (In Person)
- 4/24 - GDCCD Board Meeting (In Person)
- 5/1 - LAWA Chairman Meeting (In Person)
- 5/7 - LAWA/GDCCD Chairmen Meeting (In Person)
- TOTAL BILLING = 93% of contract amount.

Please make checks payable to: Advanced Engineering and Environmental Services, LLC • 4050 Garden View Dr, Ste 200, Grand Forks, ND 58201

We accept most major credit cards for payment: a 3.5% convenience fee will be added to all credit card transactions.
To pay by credit card please call 701-746-8087.

OHNSTAD TWICHELL, P.C.
Attorneys at Law

18-0014

KJS

Invoice # 204000

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

Date: July 2, 2025

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

LAWA Legal Support

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	10.0	\$475.00	\$4,750.00
KJS	15.4	\$440.00	\$6,776.00
AJR	0.6	\$270.00	\$162.00
Total Fees:	26		\$11,688.00
Total Expenses:			\$0.00
Grand Total			\$11,688.00
			Rates - 2025
KJS	Katie J. Schmidt, Partner, Supervising Attorney		\$440.00
JTS	John T. Shockley, Partner		\$475.00
AJR	Andrea J. Roman, Paralegal		\$270.00

BGA

Pd ✓ 1285

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

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

PROFESSIONAL SERVICES RENDERED (FEES ONLY)

Invoice # 204000			Lake Agassiz Water Authority			General		
FILE NUMBER			MATTER DESCRIPTION			INVOICE - TOTAL FEES		
18-0014-1			GENERAL			\$11,688.00		
TOTAL						\$11,688.00		



Mr. Duane DeKrey
Lake Agassiz Water Authority
PO Box 140
Carrington, ND 58421

June 24, 2025
Project No: P00214-2024-001
Invoice No: 103759

Project Manager Brent Bogar
Project P00214-2024-001 2025 Legislative Strategy Support
Professional Services for the period: May 17, 2025 to June 13, 2025

Phase 130 Communications Services

Professional Services

	Hours	Rate	Amount	
Bogar, Brent	31.25	269.00	8,406.25	
Totals	31.25		8,406.25	
Professional Services Total				8,406.25

Expenses

Transportation				
5/7/2025	Bogar, Brent	406.0 Miles @ 0.75	304.50	
Transportation Costs - Cirrus				
5/1/2025	Brent Bogar	2.5 Hours @ 300.00	750.00	
Expenses Totals			1,054.50	1,054.50

Contract Maximum

	Current Billing Against Maximum	Previous Billings Against Maximum	Total Billings To Date
Total Billings	9,460.75	135,240.38	144,701.13
Maximum			145,778.00
Remaining			1,076.87

Phase Total 9,460.75

Project Invoice Total 9,460.75 *BLG*

Outstanding Invoices

Number	Date	Balance
102884	5/28/2025	20,865.07
Total		20,865.07

Please make checks payable to: Advanced Engineering and Environmental Services, LLC • 4050 Garden View Dr, Ste 200, Grand Forks, ND 58201

We accept most major credit cards for payment: a 3.5% convenience fee will be added to all credit card transactions.
To pay by credit card please call 701-746-8087.

Project	P00214-2024-001	LAWA 2025 Legislative Strategy Support	Invoice	103759
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Invoice Summary:

- Legislative follow up and strategy with Garrison/Lobbyist
 - Prep for SWC application meetings
 - Coordination for interim financing
 - Coordination with DWR director
 - LAWA committee/board meeting prep, attendance, follow-up
 - LAWA discussions and planning on agreements for project with GDCCD
 - 5/22 - SWC pre-meeting (virtual)
 - 6/4 - LAWA Chair meeting with GDCCD VC (In Person)
 - 6/10 - Grand Forks Project cost review (In Person)
 - 6/12 - SWC Meeting (virtual)
- TOTAL BILLING = 99% of contract amount.**

Please make checks payable to: Advanced Engineering and Environmental Services, LLC • 4050 Garden View Dr, Ste 200, Grand Forks, ND 58201

We accept most major credit cards for payment: a 3.5% convenience fee will be added to all credit card transactions.
To pay by credit card please call 701-746-8087.



Lake Agassiz Water Authority

Name	2017 Dues	2017 Cost Share	2018 Cost Share	2018 Dues	2019 Dues	2020 Dues	2021 Dues	2022 Dues	2023 Dues	2024 Dues	2025 Dues
City of Aneta											
City of Argusville											
City of Binford				\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00	\$ 100.00
City of Briarwood	\$100.00			\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00	\$ 100.00
City of Buffalo	\$250.00			\$ 250.00	\$ 250.00	\$ 250.00		\$ 250.00	250.00	\$ 250.00	\$ 250.00
City of Buxton											
City of Carrington				\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00
City of Casselton	\$250.00										
City of Clifford	\$100.00			\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00		100.00		
City of Colfax	\$100.00			\$ 100.00		\$ 100.00	\$ 100.00	\$ 100.00			\$ 250.00
City of Cooperstown	\$250.00	\$1,758.60		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00
City of Davenport	\$100.00			\$ 100.00	\$ 250.00		\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00
City of Devils Lake		\$8,793.00		\$ 500.00	\$ 2,000.00						
City of Drayton											
City of East Grand Forks	\$2,000.00	\$18,465.30		\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	2,000.00	\$ 2,000.00	\$ 2,000.00
City of Emerado						\$ 100.00					
City of Enderlin	\$250.00			\$ 250.00							
City of Fairmount								\$ 250.00	250.00	\$ 250.00	
City of Fargo	\$4,000.00	\$648,044.10	\$87,930.00	\$4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	4,000.00	\$ 4,000.00	\$ 4,000.00
City of Forman	\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00
City of Galesburg	\$100.00						\$ 100.00	\$ 100.00	100.00	\$ 100.00	\$ 100.00
City of Gilby											
City of Grafton	\$2,000.00	\$17,586.00		\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	2,000.00	\$ 2,000.00	\$ 2,000.00
City of Grand Forks	\$4,000.00	\$228,618.00		\$4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00		4,000.00	\$ 4,000.00	\$ 4,000.00
City of Grandin	\$100.00			\$ 250.00		\$ 100.00		\$ 100.00			
City of Gwinner				\$ 250.00	\$ 100.00		\$ 100.00	\$ 250.00	100.00	\$ 100.00	\$ 100.00
City of Hannaford		\$439.65									
City of Havana						\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00	
City of Hillsboro	\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	
City of Hope	\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	
City of Horace				\$ 250.00	\$ 250.00				250.00		
City of Hunter	\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	
City of Kindred	\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00		
City of Langdon				\$ 500.00	\$ 500.00						
City of Larimore		\$2,637.90		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00				
City of Lisbon	\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00
City of Mantador											
City of Manvel	\$100.00			\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00
City of Mapleton	\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00
City of Mayville	\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00
City of McVillie				\$ 250.00	\$ 250.00		\$ 250.00	\$ 250.00	250.00		
City of Minto	\$100.00				\$ 100.00	\$ 100.00					

Name	2017 Dues	2017 Cost Share	2018 Cost Share	2018 Dues	2019 Dues	2020 Dues	2021 Dues	2022 Dues	2023 Dues	2024 Dues	2025 Dues
City of Mooreton	\$100.00			\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00	\$ 100.00
City of Mountain	\$100.00			\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00	\$ 100.00
City of Munich											
City of Necho											
City of Nekoma											
City of Oxbow	\$100.00			\$ 100.00	\$ 100.00	\$ 100.00					
City of Park River	\$250.00	\$3,517.20		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00		250.00	\$ 250.00	
City of Pillsbury											
City of Sibley	\$100.00			\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00	
City of Tuttle	\$100.00	\$175.86									
City of Valley City	\$2,000.00	\$13,189.50		\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	2,000.00	\$ 2,000.00	\$ 2,000.00
City of Wahpeton	\$2,000.00			\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00				\$ 2,000.00
City of West Fargo	\$4,000.00			\$4,000.00		\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	4,000.00	\$ 4,000.00	\$ 4,000.00
Richland County JDA											
Agassiz Water Users District	\$500.00	\$8,793.00		\$ 500.00	\$ 500.00		\$ 500.00	\$ 500.00	500.00		\$ 500.00
Barnes Rural Water District	\$500.00	\$4,396.50		\$ 500.00		\$ 500.00	\$ 500.00				
Dakota Rural Water District	\$250.00			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 500.00	500.00	\$ 500.00	\$ 500.00
Cass Rural Water Users District	\$4,000.00			\$4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	4,000.00	\$ 4,000.00	\$ 4,000.00
Central Plains Water District	\$500.00	\$5,275.80									
East Cental Regional Water District											
Grand Forks Traill Water District		\$26,379.00									
Greater Ramsey Water District	\$500.00	\$8,793.00		\$ 500.00	\$ 500.00						
Langdon Rural Water District											
McLean Sheridan Rural Water		\$3,693.06			\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	500.00	\$ 500.00	\$ 500.00
Moorhead Public Service										\$ 4,000.00	\$ 4,000.00
Northeast Reg. Water District	\$500.00			\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	500.00	\$ 500.00	\$ 500.00
North Valley Water District											
Ransom-Sargent Water Users											
South Central Reg. Water Dist		\$4,396.50									
Southeast Water Users District	\$500.00	\$21,982.50		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	500.00	\$ 500.00	\$ 500.00
Stutsman Rural Water District	\$500.00	\$131,895.00		\$ 500.00	\$ 500.00		\$ 500.00	\$ 500.00	500.00	\$ 500.00	\$ 500.00
Traill Rural Water District		\$9,672.30		\$ 250.00							
Tri-County Rural Water District	\$250.00	\$8,793.00		\$ 250.00							
Walsh Rural Water District	\$500.00				\$ 1,000.00		\$ 1,000.00	\$ 500.00	500.00	\$ 500.00	\$ 500.00
TOTAL	\$33,050.00	\$1,177,294.77	\$87,930.00	\$34,250.00	\$31,500.00	\$ 30,700.00	\$33,000.00	\$26,400.00	30,650.00	\$ 33,300.00	\$ 34,600.00

**RRVWSP Work Plan Update
August 12, 2025**

CONSTRUCTION

Pipeline Construction

Contract 5B

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

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

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

In the third year (2024), using two pipe crews, approximately 18,500 feet has been installed, which completes the pipe installation.

The pipeline passed the hydrostatic testing, 296 psi was held for 4 hours. Two miles of restoration are remaining.

To date, \$39,090,882.28 has been paid on the original contract amount of \$45,961,700.00. Change Orders No. 1, 2, 3 and 4 have been approved, leaving the current contract price at \$46,899,055.88.

Contract 5C

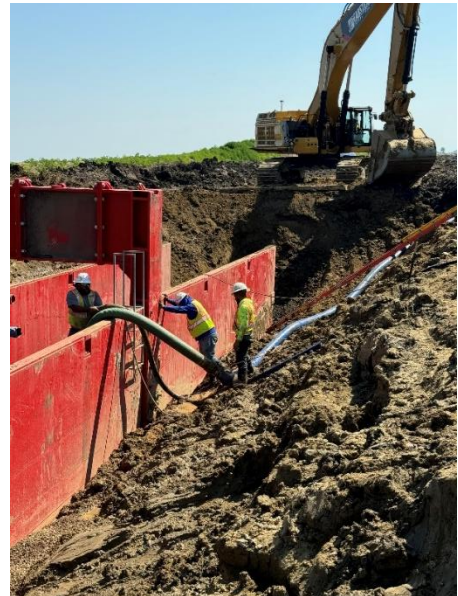
The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting.

Oscar Renda was not meeting their install targets so a second pipe crew was sent out on July 10. To date, 23,203 feet has been installed. Tunneling subcontractor Minger Contracting has moved to the James River tunnel site.

To date, \$33,553,431.53 has been paid on the original contract amount of \$76,663,355.00.



Stripping Topsoil



Trench Box w/ Dewatering Pipes

Contract 5D

The contract price is \$61,677,275.00 for 10 miles of pipe awarded to Carstensen Contracting. To date, the contractor has installed 40,101 feet with one pipe crew.

To date, \$40,405,913.63 has been paid on the original contract amount of \$61,677,275.00. Change Order No. 1 has been approved, leaving the current contract price at \$59,375,495.00.



Stored Pipe on Site



Placing Dewatering Pipe

Contract 6A

The contract price is \$52,528,500.00 for 7.1 miles of pipe awarded to Carstensen Contracting. To date, the contractor has installed 3,346 ft of pipe.

To date, \$8,462,548.31 has been paid on the original contract amount of \$52,528,500.00.

DESIGN

The design team is also working with Reclamation on the location for the BWTP and pump stations. Final design efforts have started on Contracts 7 and 4. Additional geotechnical data is complete.

RRVWSP Awarded Contracts				
No.	Contract Name	Contractor	Bid Price	Final Contract Price
1	Missouri River Intake Wet Well & Site Development	ICS	\$4,989,405.88	\$4,721,446.47
1	Sheyenne River Outlet Discharge Structure & Site Development	Industrial Builders	\$1,516,955.00	\$1,521,884.00
2	Missouri River Intake, Screen Structure & Tunnel	Michels	\$18,896,900.00	\$19,444,156.60
5A	Transmission Pipeline East (TPE)	Garney	\$8,366,201.00	\$8,393,396.44
5B	TPE Carrington to Bordulac	Garney	\$45,961,700.00	
5D	TPE Sykeston to Carrington	Carstensen	\$61,677,275.00	
5C	TPE Bordulac to James River	Oscar Renda	\$76,663,355.00	
6A	TPE James River to McKinnon Township	Carstensen	\$52,528,500.00	



Black & Veatch Corporation

Professional Services for the Red River Valley Water Supply Project under General Agreement dated January 17, 2008 and Amendment No. 1 dated April 1, 2024.

RRVWSP Task Order 1520 – Operational Planning Phase 3 Amendment No. 1

Effective Date – September 1, 2025

I. PROJECT AND TASK ORDER BACKGROUND

1. Phases 1 and 2 of operational planning were completed under previous task orders and Phase 3 of operational planning was completed under this task order.
2. Going forward, the Lake Agassiz Water Authority (LAWA) and Garrison Diversion Conservancy District (Garrison Diversion, GDGD) will each take a role in operational planning as is being defined by the two organizations. The allocation of roles and responsibilities for operations planning is on-going and will be worked out over the next few months. In the meantime, there are operational planning activities that need to continue as described in this amendment. The purpose of this amendment is to fund the interim activities until a more complete agreement is established and a new task order is executed.

II. TASK ORDER SCOPE

1. Ongoing Operations Support
 - a. Provide LAWA and Garrison Diversion with ongoing technical support for StateMod model runs and documentation. Continue working with Precision Water Resources Engineering (PWRE).
 - b. Review anticipated responses from the North Dakota Department of Water Resources (NDDWR) and the U.S. Army Corp of Engineers (USACE). Provide technical assistance and materials as requested by Garrison Diversion and LAWA for meetings with NDDWR and USACE.
 - c. Coordinate completion of the North Dakota Pollutant Discharge Elimination System (NDPDES) permit renewal. The permit renewal has been started but additional effort is required for it to be finished. The State of North Dakota (State) requires a permit renewal every five years.
 - d. Attend LAWA, LAWA Technical Advisory Committee (TAC), and LAWA Operations sub-committee meetings as requested.
 - e. Provide Project Participation Agreement (PPA) support materials as requested.

2. Ongoing User Outreach Support

- a. Facilitate work with five communities to support them participating in Series F local funding agreement. Scope includes time for meetings, coordination, and deliverable preparation.
- b. James River Analysis Support. Scope includes efforts to establish James River as a viable water conveyance route. Scope for AE2S being written into another task order with the fee to be covered elsewhere.
- c. Support Wahpeton Area Cooperative Agreement monthly meetings.
- d. Continue coordination/answering questions with pending Users who had originally been contacted.
- e. Complete other as needed services for User Outreach as requested by LAWA and Garrison Diversion.

V. FEE

The total fee for Basic Services and Special Services provided under this task order amendment is estimated to be One Hundred Fifty-Six Thousand Dollars (\$156,000). The revised upper limit of the task order then becomes Six Hundred Eighteen Thousand Thirty Dollars (\$618,030).

VI. PERFORMANCE SCHEDULE

Basic and Special Services of this Task Order will be completed by March 31, 2026.

VII. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

1. Standard Form of Agreement between Garrison Diversion and Engineer for Professional Services dated January 17, 2008, and Amendment No. 1 dated April 1, 2024, are incorporated by reference.

VIII. ACCEPTANCE

If this satisfactorily sets forth your understanding of this task order amendment, please electronically sign this document. An electronic copy of the fully executed document will be provided upon execution by all parties.

By: _____
Duane DeKrey, General Manager
Garrison Diversion Conservancy District

By: _____
Paul Boersma, Vice President
Black & Veatch Corporation

Dated: _____

Dated: _____



RRVWSP Task Order 1630 – Project Management Information System Phase 3 Unity Construct Licenses and On-Going Support

Task Order Effective Date: September 1, 2025

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a consultant task order in the amount of \$689,000 to administer and support the Project Management Information System (PMIS). Black & Veatch (BV) will administer the PMIS to support daily program operations; deliver District, contractor, and consultant staff training; and diagnose, develop, and implement system enhancements based on the Program's and the District's needs. Additionally, BV will renew software licenses and subscriptions in support of the current implementation expanding the number of users from 25 to an unlimited number. The professional services provided by BV and its consultants are provided on an hourly basis; the fee is estimated based on the scope and nature of the work for the 2025-2027 biennium. License fees for Unity Construct and DocuSign are lump-sum prices from the vendors accounting for the anticipated number of users.

TASK ORDER OBJECTIVES

The first objective of this Task Order is to provide administrative services for the Trimble Unity Construct PMIS (previously known as eBuilder). This includes maintaining system level configuration and support of users. System Administrative Support Services will be provided to support on-going maintenance activities.

The second objective is to renew the Unity Construct PMIS subscription for the duration of this task order.

The third objective is to provide change management, including training of users and process owners as well as maintenance/updating system documentation.

The fourth objective is to identify new processes and configure those processes as Task Order funding allows.

TASK ORDER SUMMARY

The services to be provided by the consulting team of BV, Trimble, DocuSign, and TKG Consulting are fully described in the attached Task Order. The estimated hourly fee and expenses for the PMIS software subscription and administration services of Basic Services, including District, Engineer, consultant, and contractor training, are as follows for 2025-2027 Biennium:

Task Description	Two-Year Fee
Task Order Management and Administration (BV)	\$37,008.00
Unity Construct Subscription Renewal (Sub)	\$301,141.00
Administration of Unity Construct, a PMIS (BV)	\$176,876.00
Continuous Improvement Support (BV and subs)	\$148,017.00
Reporting and Dashboard Maintenance (BV)	\$25,958.00
Total	\$689,000.00



Black & Veatch Corporation

Professional Services for the Red River Valley Water Supply Project under General Agreement dated January 17, 2008, and Amendment No. 1 dated April 1, 2024.

RRVWSP Task Order 1630 – Project Management Information System Phase 3 Unity Construct Licenses and On-Going Support

Effective Date – September 1, 2025

Content of this task order (TO) is as follows:

I. PROJECT AND TASK ORDER BACKGROUND	1
II. TASK ORDER OBJECTIVES	2
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I. PROJECT AND TASK ORDER BACKGROUND

1. The Red River Valley Water Supply Project (RRVWSP, the Program) being undertaken by the State of North Dakota (ND) provides a supplemental water supply to eastern and central ND in the event of drought conditions in the Red River watershed and for industrial development. The Program as envisioned by the Garrison Diversion Conservancy District (Garrison Diversion, the Owner) will withdraw water from the Missouri River and/or the McClusky Canal through the Eastern North Dakota Alternative Water Supply (ENDAWS) project and convey it eastward through a multi-county pipeline to the Sheyenne River, a tributary of the Red River, for direct pipeline usage and flow augmentation.
2. The management, engineering, procurement, construction, and other contracts necessary for project development and construction generate tens of thousands of documents such as engineering deliverables, construction submittals, requests for information, change order requests, change orders, applications for payment, certificates of inspection, construction daily reports, and other related documents. Records of thousands of reviews/approvals are provided within the PMIS, which document technical, financial, management, and other decisions with appropriate documentation and backup.

3. A comprehensive Program Management Information System (PMIS) has been implemented and configured to allow for effective document transfer, storage, and approval of documents. The PMIS system allows contractors, Owner, Engineer, and consultants to have the same platform for document transfer and approval. The system automatically routes documents to the next level of approval, keeps track of what entities/individuals need to approve documents, and provides overall storage and organization of Program documents.
4. Garrison Diversion selected a PMIS by Unity Construct, which is used by entities around the country undertaking large capital projects. Unity Construct is a proprietary, cloud-based software that is used through a licensing agreement. The software has been customized for Garrison Diversion's needs. This task order includes the subscription cost of Unity Construct for the software licenses and administrative support. It is expected that the Unity Construct software solution will be fully integrated into processes starting with the projects that are advertised and bid in the 2023-25 biennium.
5. The use of a PMIS such as Unity Construct also allows the easy collection and presentation of project Key Performance Indicators (KPIs). KPIs may include such items as number of change orders, total cost of change orders versus project bid price, average time for submittal approvals, number of safety incidents, length of pipe installed, percentage of pipe installed compared to the contract amount, etc. This task order also includes provisions for using Power BI, a standard Microsoft product, to automatically gather and graphically present KPIs. The KPIs will be presented as part of routine Program reporting.

II. TASK ORDER OBJECTIVES

The objectives of this task order are as follows:

1. The first objective is to provide administrative services for the Unity Construct PMIS. This includes maintaining system level configuration and end-user support.
2. The second objective is to renew the Unity Construct PMIS subscription for the duration of this task order.
3. The third objective is to provide change management, including training of users and process owners as well as maintenance/updating system documentation.
4. The fourth objective is to identify new processes and configure those processes as task order funding allows.

III. GENERAL REQUIREMENTS

1. Under this task order, Engineer will provide services in accordance with the Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008 (Agreement).

2. General Description of Activities. The Basic Services to be performed by Engineer consist of professional services associated with the administration, training on, and continuous improvement of the PMIS system.
3. Work outside Basic and Special Services. Engineer agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this task order or a new separate task order.
4. Explicit Responsibilities. Basic Services and Special Services explicitly set forth the Work Engineer will perform and do not implicitly put any additional responsibilities or duties upon Engineer. Deliverables to be provided are explicitly identified in this task order.
5. Explicitly Identified Quantities. Engineer in development of this task order estimates the level of effort required to provide the services discussed. Where specific information is listed as to the quantity of service to be provided by Engineer, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this task order scope of service and associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.
6. Any assignment of a license agreement between Unity Construct and Engineer is transferable from Engineer to Garrison Diversion per Engineer's Partner Agreement with Unity Construct.
7. Garrison Diversion and Engineer maintain ownership of underlying data and files stored and organized within the Unity Construct PMIS per Engineer's Partner Agreement with Unity Construct.

IV. BASIC SERVICES

The Basic Services of this task order are provided below in the following tasks:

- Task 1 – Task Order Management and Administration
- Task 2 – Unity Construct Subscription Renewal
- Task 3 – Administration of Unity Construct, a Project Management Information System
- Task 4 – Continuous Improvement Support
- Task 5 – Reporting and Dashboard Maintenance

1. Task 1 – Task Order Management and Administration

Engineer will provide the following services to the Owner:

- A. Manage and Administer Task Order. Provide general project management and administration tasks including communications with the Owner, coordination, and supervision of the Engineer's project team, monitoring the project schedule, monitoring the project budget, and invoicing.

- B. Conduct Progress Meetings. Facilitate and attend monthly virtual team meetings with the task order execution team. These meeting will be provided under Task 3.

2. **Task 2 – Unity Construct Subscription Renewal**

Engineer will provide the following services to the Owner:

- A. Procurement of the Unity Construct PMIS subscription renewal licenses and support services. Details of the Annual Subscription for Unity Construct and Data Warehouse are included in Attachment B.
 - i. Annual Subscription
 - ii. Integration Support and Maintenance
 - iii. Customized Workflow Code Steps Maintenance
 - iv. DocuSign Integration Maintenance
 - v. Data Warehouse Access and Maintenance
- B. General Owner IT Vendor coordination for network coordination, service account configuration, and other subsequent tasks requiring IT support.

3. **Task 3 – Administration of Unity Construct, a Project Management Information System**

Engineer will provide the following services to the Owner:

- A. Prioritization of administrative activities. Provide a means to log system issues and prioritize tasks to manage users, processes, workflows, templates, reports, and forms. Administrator Role services are defined in Attachment C.
- B. Develop Administrative Workflows. Provide New Project and User Request workflows to support system operations.
- C. Coordination of administrative activities. Collaborate and facilitate conversations with key stakeholders and users to define and plan system modifications.
- D. Provide a resource to support a 3-month adoption period at 16-hours per week.
- E. Provide system administrative services for the remaining portion of the 2025-2027 Biennium consisting of 8 hours weekly to support system administration.
- F. Provide quarterly (8) end-user training sessions that include content preparation and delivery of training sessions.

4. **Task 4 – Continuous Improvement Support**

Engineer will provide the following services to the Owner:

- A. Change Board: Formalize a Change Board to ensure compliance with methods and standards for efficient and prompt handling of system enhancements and management.
- B. System Enhancements: Routine system review to identify any potential improvements in workflow and reporting.

- C. Unity Construct Code Step to Bundle Proposed Schedule Change Orders within the Change Order Approval process.
- D. Off-site staff training to support future implementation of advanced workflow processes, reporting, dashboards, cost tracking, funding allocations, etc.

5. **Task 5 – Reporting and Dashboards Maintenance**

Engineer will provide the following services to the owner:

- A. Data Pipeline Troubleshooting: adjust the data processing components that feed the reports and dashboards.
- B. Report Enhancements: implement additional calculations, visualizations, and reports to accommodate business needs.
- C. Integration support: provide guidance and support for integrating data from system to system.

V. **SPECIAL SERVICES**

None this task order.

VI. **DELIVERABLES**

The following deliverables will be furnished under this task order. Documents or deliverables not included in the list below will be provided as Additional Services as authorized by the Owner. Unless noted otherwise, deliverables will be in the form of electronic pdf files.

1. **Task 1 – Task Order Management and Administration**
 - A. Project initiation meeting agenda and notes
 - B. Progress meeting agenda
2. **Task 2 - Unity Construct Subscription Renewal**
 - A. Unity Construct cloud based PMIS software solution renewal
3. **Task 3 – Administration of the Unity Construct system**
 - A. Administrator task logs available via Unity Construct Report.
 - B. Training and adoption
 - i. Training scope and gap analysis
 - ii. Virtual calls with trainers (those trained in the “train the trainer program”)
 - iii. Eight quarterly trainings with relevant content.
4. **Task 4 – Continuous Improvement Support**
 - A. Process improvement scope and implementation roadmap documentation
5. **Task 5 – Reporting and Dashboard Maintenance**
 - A. Dashboard revisions
 - B. Data Pipeline Troubleshooting

VII. ADDITIONAL SERVICES

The professional services listed below are *not* included in the scope of this task order nor does the fee shown in Article IX include any labor and direct expenses for items identified as Additional Services. Should Owner want to include services listed under Additional Services in Engineer's scope of work, an amendment to this task order or execution of a separate task order with the new work will be necessary. The following items are specifically excluded from Basic and Special Services:

1. Additional system enhancements, including new workflows, integrations, forms, or code steps except those identified in Basic Services, which may be included in separate task orders.
2. Additional Power BI reports were not included as part of this task order. Additional reporting and dashboards can be included in a separate scope.

VIII. SPECIAL RESPONSIBILITIES OF OWNER

1. Services of an IT consultant as it relates to the Microsoft Dynamics GP integration with Unity Construct. Owner will contract directly for these services, which will be necessary to provide a full integration. Engineer and its consultant will consult and coordinate with the Owner's IT consultant for configuration and implementation of the PMIS.
2. Interim Deliverable Review Requirements. The Owner commits to review periods for interim deliverables of no more than 14 calendar days after receipt of deliverables from Engineer.
3. Review comments will be provided by the Owner either electronically in the native Word file in Track Changes Mode or they will be summarized in an MS Excel worksheet or MS Word document.

IX. FEE

The total fee for Basic Services and Special Services provided under this task order is estimated to be Six Hundred Eighty-Nine Thousand Dollars (\$689,000). A worksheet showing the fee estimate and level of effort by task is included in Attachment A.

X. PERFORMANCE SCHEDULE

Basic and Special Services of this task order will be completed by December 31, 2027.

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

1. Standard Form of Agreement between Garrison Diversion and Engineer for Professional Services dated January 17, 2008, and Amendment No. 1 dated April 1, 2024, are incorporated by reference.
2. Attachment A – Fee Estimate Worksheet
3. Attachment B – Unity Construct Subscription Summary
4. Attachment C – Administrator Roles

XII. ACCEPTANCE

If this satisfactorily sets forth your understanding of this task order, please electronically sign this document. An electronic copy of the fully executed document will be provided upon execution by all parties.

By: _____
Duane DeKrey, General Manager
Garrison Diversion Conservancy District

By: _____
Paul Boersma, Vice President
Black & Veatch Corporation

Dated: _____

Dated: _____

DRAFT

ATTACHMENT A

Fee Estimate Worksheet



Garrison Diversion Conservancy District
Red River Valley Water Supply Project
RRVWSP TO 1630 - PMIS Phase 3 Unity Construct Licenses and On-going Support
BV Project No. TBD
Black & Veatch and Subconsultants

Task	Lead Firm	Position	PMS	DES	SE2	RPR 2	COS 1	PJCS	PAS	PA1	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Consultant	Consultant	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Project Manager Sr	Design Engineer Sr	Staff Engineer 2	Resident Project Rep 2	Constr Office Support 1	Project Controls Analyst Sr	Project Accountant Sr	Project Accountant 1	BV Level of Effort (hrs)	BV Labor Cost	Hobacca	Misc	Sub 2 Quoted Costs	Sub Costs	Sub Markup	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES																						
1	BV	Task Order Management and Administration	12	24	0	24	0	24	72	24	180	\$35,292	\$1,649	\$67	0	\$0	\$0	\$1,716	180	\$35,292	\$1,716	\$37,008
A	BV	Manage and Administer Task Order	12	24		24		24	72	24	180	\$35,292	\$1,649	\$67		\$0	\$0	\$1,716	180	\$35,292	\$1,716	\$37,008
2	BV	Unity Construct Subscription Renewal	0	0	0	2	0	0	0	0	2	\$440	\$18	\$0	286,365	\$286,365	\$14,318	\$300,701	2	\$440	\$300,701	\$301,141
A	BV	Unity Construct Elite Package Subscription (Unlimited Licenses + Add-ons)									0	\$0	\$0		\$270,600	\$270,600	\$13,530	\$284,130	0	\$0	\$284,130	\$284,130
B	BV	One-time Additional Implementation Costs				2					2	\$440	\$18		\$9,000	\$9,000	\$450	\$9,468	2	\$440	\$9,468	\$9,908
C	BV	DocuSign License									0	\$0	\$0		\$6,765	\$6,765	\$338	\$7,103	0	\$0	\$7,103	\$7,103
3	BV	Administration of Unity Construct, a PMIS	24	222	104	386	0	0	0	0	736	\$170,134	\$6,742	\$0	0	\$0	\$0	\$6,742	736	\$170,134	\$6,742	\$176,876
A	BV	Meetings and Workshops									0	\$0	\$0			\$0	\$0	\$0	0	\$0	\$0	\$0
i	BV	Monthly Calls (24 Meetings Total + 1 hour prep/meeting)	24	72	104	104					304	\$65,344	\$2,785			\$0	\$0	\$2,785	304	\$65,344	\$2,785	\$68,129
ii	BV	Quarterly Trainings (8 Trainings and Prep)				32					32	\$7,040	\$293			\$0	\$0	\$293	32	\$7,040	\$293	\$7,333
B	BV	Year 1 - General System Administration (0.20 FTE + Adoption Support)		75		125					200	\$48,875	\$1,832			\$0	\$0	\$1,832	200	\$48,875	\$1,832	\$50,707
C	BV	Year 2 - General System Administration (0.20 FTE)		75		125					200	\$48,875	\$1,832			\$0	\$0	\$1,832	200	\$48,875	\$1,832	\$50,707
4	BV	Continuous Improvement Support	0	64	0	160	160	0	0	0	384	\$76,800	\$3,517	\$15,200	50,000	\$50,000	\$2,500	\$71,217	384	\$76,800	\$71,217	\$148,017
A	BV	System Enhancements		64		160	160				384	\$76,800	\$3,517	\$15,200	50,000	\$50,000	\$2,500	\$71,217	384	\$76,800	\$71,217	\$148,017
5	BV	Reporting and Dashboards Maintenance	8	24	80	12	12	0	0	0	136	\$24,712	\$1,246	\$0	0	\$0	\$0	\$1,246	136	\$24,712	\$1,246	\$25,958
A	BV	Dashboard Development & Maintenance	8	24	80	12	12				136	\$24,712	\$1,246			\$0	\$0	\$1,246	136	\$24,712	\$1,246	\$25,958
PROJECT TOTALS			44	334	184	584	172	24	72	24	1,438	\$307,378	\$13,172	\$15,267	\$336,365	\$336,365	\$16,818	\$381,622	1,438	\$307,378	\$381,622	\$689,000

ATTACHMENT B

Unity Construct Cost Summary

The following details the investment summary for the **Annual Software Subscription** for the Unity Construct system.

Annual Software Subscription for Two Years

Item Description	Scope Variable	Year 1 Cost (12/19/2025 to 12/18/2026)	Year 2 Cost (12/19/2026 to 12/18/2027)
Unity Construct Elite Package Subscription	- Unlimited Users - Data Warehouse Maintenance - Integration Maintenance - Custom Development Maintenance	\$132,000	\$138,600
One-Time Implementation Costs	COA Code Step Implementation	\$9,000	
Total Annual Software Subscription		\$141,000	\$138,600
Total Subscription Cost		\$279,600	

Annual Subscription Includes

- Unlimited Users
- Unlimited Projects
- Unlimited Document Storage
- Unity Field
- 24x7 Technical Support
- Quarterly Enhancement/Upgrades
- Maintenance Releases
- AppXchange (8 Integration Points)
- Data Warehouse
- API Access
- Shared Trial Environment Capabilities

ATTACHMENT C

Administrator Roles

The Administrator role performs administrative activities as represented in the following table:

Manage Users	Enable users to add/edit users for the projects they are a member of. UC Admin can add users, edit users, and remove users at the account level regardless of project membership if "Manage User" is selected in the role permissions.
Manage Memberships	Enable users to add/edit projects and users for the projects they are a member of. If the Add New Project permission is granted, this is at the account level.
Manage Processes	Enable users to add/edit processes and workflows of the projects they are a member of. UC Admin can create new processes and edit existing processes at the account level regardless of project membership if "Manage Processes" is selected in the role permissions even if the process is isolated to a project the user is not a member of.
Manage Workflows	Enable users to modify process instances on the projects they are a member of, such as overriding a workflow and delegating process instances. UC Admin can create new workflows and edit existing workflows at the account level regardless of project membership if "Manage Workflow" is selected in the role permissions even if the workflow is isolated to project that the user is not a member of.
Manage Cost Templates	Enable users to add/edit the budget, cash flow, and forecast templates of the projects they are a member of. UC Admin can manage forms at the account level regardless of project membership if "Manage Templates" is selected in the Cost module role permissions.
Manage Schedule Templates	Enable users to add/edit schedule templates of the projects they are a member of. UC Admin can manage schedule templates at the account level regardless of project membership if "Manage Templates" is selected in the Schedule module role permissions.
Manage Forms	Enable users to add/edit forms for the projects they are a member of. UC Admin can manage forms at the account level regardless of project membership if "Manage Form Types" is selected in the role permissions.
Manage Planning Templates	Enable users to add/edit planning templates of the projects they are a member of. UC Admin can edit planning templates at the account level regardless of project membership if "Manage Templates" is selected in the Planning module role permissions.
Automation	• Scheduled Tasks – if the Admin role is identified as a "Run Now" role, anyone in that role can view and choose to run the scheduled tasks now. • Report Subscriptions - UC Admin can manage all subscriptions at the account level if Subscribe is selected in the Report module permissions. UC Admin can copy user reports at the account level if "Copy" is selected in the Report module permissions.



2023 to 2025 Biennium Work Plan

(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

August 5, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	Garrison Diversion Conservancy District Budget Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.		GDCD				\$ 1.00	\$ 0.75	\$ 0.25			
2.	Property, Easements, and Crop Damage Payments⁴ Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners. Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.		RRVWSP ENDAWS ENDAWS Facilities Crp Dmg	\$ 0.49 \$ 2.00	\$ 0.37 \$ 1.50	\$ 0.12 \$ 0.50	\$ 2.21 \$ 0.78	\$ 1.66 \$ 0.59	\$ 0.55 \$ 0.20			
3.	Transmission Pipeline East Contract 5C Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Jul-23 Nov-23	Prof Svcs Const, 2026 Fin							\$ 5.64 \$ 76.66	\$ 4.23 \$ 57.50	\$ 1.41 \$ 19.17
4.	Transmission Pipeline East Contract 5D Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.	Jul-23 Oct-23	Prof Svcs Const, 2026 Fin							\$ 5.47 \$ 59.38	\$ 4.10 \$ 44.53	\$ 1.37 \$ 14.84
5.	RRV Transmission Pipeline Contract 6A Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.	Jul-23 Dec-24	Prof Svcs Const, 2027 Fin							\$ 5.47 \$ 52.53	\$ 4.10 \$ 39.40	\$ 1.37 \$ 13.13
6.	ENDAWS Transmission Pipeline Contract 3 Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.	Aug-23	ENDAWS	\$ 3.06	\$ 2.29	\$ 0.76						
7.	Transmission Pipeline East Contracts 4A and 4B Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).	27± mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdsville at HBTs.	Feb-24	Prof Svcs				\$ 7.18	\$ 5.39	\$ 1.80			



2023 to 2025 Biennium Work Plan

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August 5, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
8.	RRV Transmission Pipeline Contract 7	14± mi of 72" pipeline, including several 96" tunnels. Pipeline extends from the east end of Contract 6B to the outfall on the Sheyenne River southeast of Cooperstown.	Aug-23	Prof Svcs				\$ 2.93	\$ 2.19	\$ 0.73			
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.												
	Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).												
9.	McClusky Canal Intake and Pumping Station	Siting; passive intake screens, pumping station similar to MRI, and utility extension design can begin for new facility to be located near McClusky, ND.	Feb-24	Prof Svcs	\$ 0.75	\$ 0.56	\$ 0.19						
	Scope: Conceptual and preliminary design of an intake and pumping station at the McClusky Canal.												
	Need: Preliminary designs are necessary so site acquisition can begin and final design can commence when land is secured.												
10.	Biota Water Treatment Plant and Main Pumping Station	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Feb-24	Prof Svcs	\$ 2.87	\$ 2.15	\$ 0.72						
	Scope: Conceptual and preliminary designs for a Biota WTP and Main Pumping Station, including hydraulic surge facility.												
	Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.												
11.	Hydraulic Break Tanks	Two 5 MG above-ground storage tanks and accessories, site piping and valves, monitoring, and utility extensions necessary for a new greenfield site.	Feb-24	Prof Svcs	\$ 0.37	\$ 0.28	\$ 0.09						
	Scope: Preliminary design of above-ground tanks and associated facilities at or near the continental divide.												
	Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.												
12.	PMIS Annual Licenses & Continued Maint/Upgrades	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of contractors/ subcontractors and workflow/report additions and modifications.	Feb-24	Vend & Prof Svcs				\$ 0.50	\$ 0.37	\$ 0.12			
	Scope: Annual software license renewal for expanded team and consulting support for training and configuration services.												
	Need: Create greater efficiency and documentation for voluminous amount of construction related documents.												
13.	Prg Mgmt to Support Larger Spend and Expanded Team	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Aug-23	Prof Svcs				\$ 0.65	\$ 0.49	\$ 0.16			
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Division.												
	Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.												
14.	Outreach, Plng, and Design to Secure User Commitments	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Aug-23	Prof Svcs				\$ 1.69	\$ 1.27	\$ 0.42			
	Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.												
	Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.												



2023 to 2025 Biennium Work Plan

(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

August 5, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
15.	Operational Planning and Asset Management Phase 3 Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24	Prof Svcs				\$ 0.62	\$ 0.46	\$ 0.15			
			Aug-25	Prof Svcs									
16.	Financial Planning Support Scope: Continue to refine the financial model and provide scenarios as required to support users and the program. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Aug-23	Prof Svcs				\$ 0.59	\$ 0.44	\$ 0.15			
17.	Additional End User Outreach Scope: Branch pipeline conceptual designs and other consulting assistance to potential end users. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Conceptual designs and other consulting support to support end user understanding of core pipeline and applicable branch pipeline CapEx necessary to secure MOU signatures.		Prof Svcs				\$ -	\$ -	\$ -			
18.	McClusky Canal Hydraulic & Water Quality Investigation Scope: Study and report on operation of the McClusky Canal to reliably supply flow to irrigators and the ENDAWS project. Need: The McClusky Canal and the Snake Creek Pumping Plant are critical components of the ENDAWS/RRVWSP system.	Evaluate canal improvements necessary to deliver flows. Develop operational plan to supply irrigators and ENDAWS/RRVWSP system while improving delivered water quality.	Apr-25	Prof Svcs	\$ 0.44	\$ 0.33	\$ 0.11						
19.	ENDAWS Facilities Site Development Contract 1 Scope: Final design and bidding assistance with partial execution of the construction work by GDCC. Need: Provide site access for construction and ready site for substantial facilities construction beginning in 2028.	Access roads to proposed site of new Biota WTP, mass grading to prepare for structure construction, and temporary excavation support system for intake pumping station wetwell.	Apr-25	Prof Svcs	\$ 0.88	\$ 0.66	\$ 0.22						
20.	ENDAWS BWTP Piloting and Treatability Study Scope: water treatment piloting of preliminarily selected treatment processes with a 3-month duration. Need: Process demonstration necessary to make sure water quality treatment objectives can be met with selections.	Pilot scale treatment train consisting of preliminary treatment, UV disinfection, chlorination, and residual chloramine treatment.	Apr-25	Prof Svcs		\$ -	\$ -	\$ 0.87	\$ 0.65	\$ 0.22			
21.	ENDAWS Facilities Supplemental Geotechnical Invest. Scope: Additional borings and soil sampling expanding upon the initial program implemented during preliminary design. Need: More data needed to properly design foundations, structures, pavement, etc. for the new facilities.	Geotechnical borings; soil characterization, sampling and testing; and reporting to fully inform design team and contractors of on-site insitu soil characteristics.	Apr-25	Prof Svcs	\$ 0.89	\$ 0.66	\$ 0.22						
22.	ENDAWS Facilities Utility Extensions Study Scope: Study and report of electrical service extension to serve the new biota water treatment plant Need: There have been no recent studies of electrical service infrastructure necessary at the McClusky facilities site.	Evaluate substation needs and routing of 15 to 25 miles of high voltage power lines to serve the new BWTP. Identify permitting and easement requirements.		Prof Svcs	\$ -	\$ -	\$ -						



2023 to 2025 Biennium Work Plan

August 5, 2025

(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
23.	ENDAWS Transmission Pipeline Contract 2	10± mi of 72" pipeline, including one 96" diameter tunnels. Pipeline extends from ND Highway 14 east to the connection point with Contract 3.	Apr-25	Prof Svcs	\$ 1.78	\$ 1.34	\$ 0.45						
	Scope: Final design (30% docs to 90% plans and specs).												
	Need: Have next pipeline section nearly ready so when Federal funding is secured/allocated design can quickly be completed and construction can proceed.												
24.	ENDAWS Transmission Pipeline Contract 1	11± mi of 72" pipeline, including uup to five 96" diameter tunnels. Pipeline extends from BWTP at McClusky Canal east to ND Highway 14 connection point with Contract 2.	Apr-25	Prof Svcs	\$ 1.95	\$ 1.46	\$ 0.49						
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.												
	Need: Have next pipeline section bid-ready so when Federal funding is secured/allocated construction can proceed.												
25.	Contingency	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.		RRVWSP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.30	\$ 4.72	\$ 1.57
	Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.												
	Need: Address and pay for changes that are sure to occur.												
TOTAL PROGRAM BUDGET					\$ 15.48	\$ 11.61	\$ 3.87	\$ 19.02	\$ 14.27	\$ 4.76	\$ 211.50	\$ 158.62	\$ 52.87

Notes:

1. Construction costs include management, engineering services during construction, inspection, field quality control, and construction.
2. Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.
3. Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are not shown.
4. Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damage, and field obstructions. Estimates include pipeline easements required for the ENDAWS east/west pipeline and remaining easements from the beginning of the Contract 4 transmission main to the Sheyenne River Outfall, with most located in Wells County.
5. Items appearing in blue bold are progressing with task orders and contracts issued to the engineering team and contractors, respectively. Items appearing in blue italics have been updated to reflect adjustments made for actual amounts contracted. Items shown in black text are pending. Items highlighted in yellow have changed from the previous version of the Work Plan.



2025 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)

August 12, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	Garrison Diversion Conservancy District Budget Scope: Account for all costs for which Garrison Diversion is responsible and not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP.	--	GDCD				\$ 1.00	\$ 0.75	\$ 0.25			
2.	Property, Easements, and Crop Damage Payments⁴ Scope: Crop damage payments to landowners and easement costs. Need: Treat landowners right and live up to commitments.	Easements for Washburn transmission main. Pay for crop damages program wide.	--	Crp Dmg				\$ 1.82	\$ 1.37	\$ 0.46			
3.	Red River Valley Transmission Pipeline Contract 6B Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	9.2± mi of 72" pl, including one 96" tunnel. Pipeline extends east from Contract 6A northeast of Kensal to a termination point southeast of Glenfield.	Jul-25 Oct-25	Prof Svcs Const, 2028 Fin							\$ 6.24	\$ 4.68	\$ 1.56
4.	Red River Valley Transmission Pipeline Contract 6C Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8.4± miles of 72" pl, including three 96" tunnels. Pipeline section extends east from Ct 6B near Glenfield to a termination point south of Sutton.	Jul-25 Oct-25	Prof Svcs Const, 2028 Fin							\$ 7.14	\$ 5.35	\$ 1.78
5.	Red River Valley Transmission Pipeline Contract 7A Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6.5± mi of 72" pl, including three 96" tunnels. Pl section extends east from Ct 6C near Sutton to a termination point south of Cooperstown.	Jul-25 Dec-25	Prof Svcs Const, 2028 Fin							\$ 5.83	\$ 4.37	\$ 1.46
6.	McClusky Facilities Final Design Services & Bidding Assist Scope: Final designs for McClusky Intake Pumping Station, Biota WTP, and McClusky Main Pumping Station. Need: Complete design so bids can be obtained for constructing the facilities.	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Oct-25	Prof Svcs	\$ 15.00	\$ 11.25	\$ 3.75						
7.	MO River Pumping Sta, Trans Main, & Utilities Ext Ct 3 Scope: Final design, construction, and construction phase services for pumping station and transmission pl for Washburn. Need: Advance design, obtain bids, and construct new raw water supply for City of Washburn.	Raw water pumping station and transmission main from Missouri River Pumping Station to the City of Washburn water treatment plant.	Jan-26 Jan-27 Jan-27	Prof Svcs Prof Svcs Const				\$ 0.40	\$ 0.30	\$ 0.10			



2025 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)

August 12, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
8.	McClusky Facilities Wetwell Excavation & Site Dev Ct 1	Access road improvements from Highway 200 north to the future biota water treatment plant site. Mass excavation of site and excavation of intake ps shaft.	Apr-26	Prof Svcs							\$ 1.20	\$ 0.90	\$ 0.30
	Scope: Construction and construction phase services for initial project at greenfield stie.												
	Need: Prepare site and ready it for future construction of the biota water treatment plant.										\$ 12.00	\$ 9.00	\$ 3.00
9.	McClusky Facilities Intake, Tunnel, & Shaft Liner Ct 2	Passive intake screens/structure on the McClusky Canal along with a 72" tunnel to the shaft/pumping station wetwell. Concrete shaft liner inside circular shaft excavated under Ct 1.	Jan-26	Prof Svcs	\$ 2.00	\$ 1.50	\$ 0.50						
	Scope: Final design services and bidding assistance for second construction project at the facilities site.												
	Need: Complete specialty work ahead of the main biota water treatment plant construction.												
10.	McClusky Facilities Utility Extensions Design	Electrical system design to support a new power supply to the biota water treatment plant and associated ps along with the new ground storage reservoirs site.	Jan-26	Prof Svcs	\$ 1.50	\$ 1.13	\$ 0.38						
	Scope: Final design services and bidding assistance for power, natural gas, water utility extensions to the new sites.												
	Need: There is no 3-phase power available at the site so one needs to be developed to supply power needs of new facility.												
11.	PMIS Annual Licenses & Continued Maint/Upgrades	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of GCs/subs and workflow/report additions and mods.	Jul-25	Prof Svcs				\$ 0.69	\$ 0.52	\$ 0.17			
	Scope: Annual software license renewal for expanded team and consulting support for training and configuration services.												
	Need: Create greater efficiency and documentation for significant amount of construction related documents.												
12.	Program Management Support	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Oct-25	Prof Svcs				\$ 0.75	\$ 0.56	\$ 0.19			
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion.												
	Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.												
13.	Project Participation Agreement Support	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update CapEx estimates to reflect market.	Oct-25	Prof Svcs				\$ 2.00	\$ 1.50	\$ 0.50			
	Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.												
	Need: Define pipeline extensions to identify for users how and at what cost water will be delivered to their communities.												
14.	Operational Planning Phase 4	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Oct-25	Prof Svcs				\$ 1.50	\$ 1.13	\$ 0.38			
	Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes.												
	Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.												



2025 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)

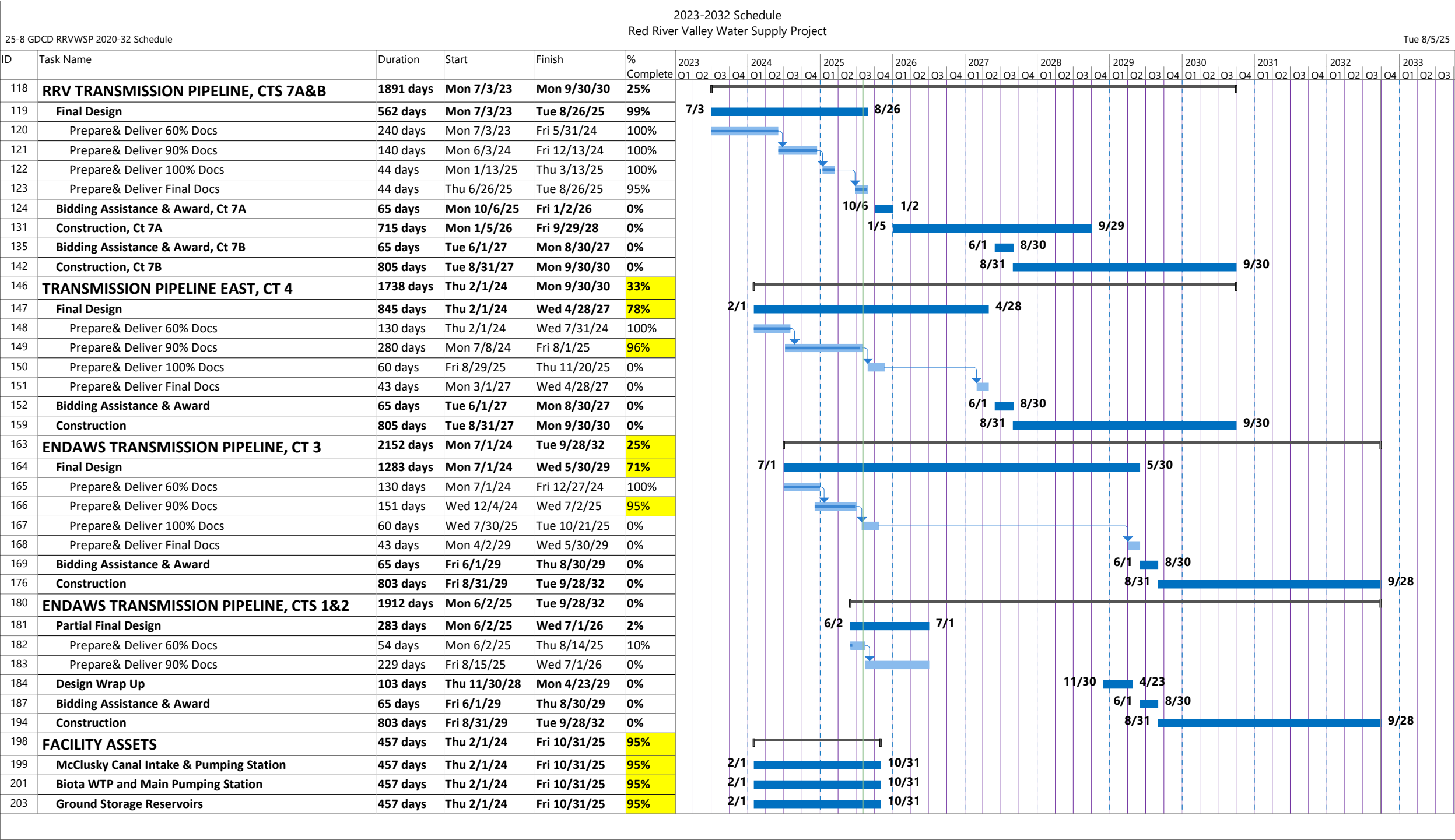
August 12, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
15.	Financial Planning Support	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Oct-25	Prof Srvs									
	Scope: Continue to refine the financial model and provide scenarios as required to support users and the program.				\$ 0.60	\$ 0.45	\$ 0.15						
	Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.												
16.	Contingency	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	N/A	GD CD									
	Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.				\$ 0.93	\$ 0.70	\$ 0.23	\$ 0.44	\$ 0.33	\$ 0.11	\$ 14.43	\$ 10.83	\$ 3.61
	Need: Address and pay for changes that are sure to occur.												
TOTAL PROGRAM BUDGET					\$ 19.43	\$ 14.57	\$ 4.86	\$ 9.20	\$ 6.90	\$ 2.30	\$ 244.70	\$ 183.53	\$ 61.18

Notes:

- Construction costs include management, engineering services during construction, inspection, field quality control, and construction.
- Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.
- Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are not shown.
- Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damages, and field obstructions. Estimates include pipeline easements required for the Washburn transmission main and remaining easements on pipeline Contracts 1 through 4 in Sheridan and Wells Counties.

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RRVWSP MEMORANDUM OF COMMITMENT AND NOMINATION

THIS RED RIVER VALLEY WATER SUPPLY PROJECT (“RRVWSP” or “Project”) MEMORANDUM OF COMMITMENT AND NOMINATION (this “MOC”), dated June 26, 2025 (the “Effective Date”), by and between Northeast Regional Water District, a water district (the “Participant”), Lake Agassiz Water Authority (“LAWA”), a political subdivision of the state of North Dakota, and Garrison Diversion Conservancy District (“Garrison Diversion”), a political subdivision and instrumentality of the state of North Dakota (collectively the “Parties”), is a contingent acknowledgement of the Participant’s intent to financially participate in the RRVWSP.

Recitals

A. The RRVWSP is a forthcoming reliable, high quality supplemental water supply project for central and eastern North Dakota for various purposes, including domestic, rural water, municipal and industrial uses. The infrastructure making up the Project presently includes, by way of illustration and not limitation, an intake, biota water treatment plant, buried pipeline, pump stations, air release valves, discharge structure, and associated infrastructure used to transport a supplemental water supply from the Missouri River and/or the McClusky Canal to the Participant and other LAWA stakeholders.

B. LAWA is assisting in the development of the RRVWSP. LAWA is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-39 of the North Dakota Century Code.

C. Garrison Diversion is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-24 of the North Dakota Century Code.

D. Participant is a water district. The Participant along with each other municipality entering into a MOC are together referred to herein as the “Participants.”

E. Participant acknowledges it intends to enter into a Project Participation Agreement (“PPA”) with Garrison Diversion, LAWA, and other Participants to pay for its share of the past, current and future design, construction, operation, and maintenance of the RRVWSP and to nominate and reserve water supply capacity from the RRVWSP. The PPA is a voluminous agreement, with significant appendices. The Parties are working through edits to the PPA and appendices, so Participant is not yet comfortable signing the PPA. Participant, however, acknowledges its intent to participate in the RRVWSP and sign the satisfactory final form of the PPA upon timely completion of the editing process.

F. It is imperative to the timely and cost-efficient development to now identify as accurately as possible which Participants will be part of the RRVWSP and to identify accurately the PPA financial obligations for each of the RRVWSP Participants.

G. Throughout the development of this Project, Garrison Diversion has received at least seventy-five percent (75%) cost-share funding from the North Dakota Department of Water

Resources, with an obligation to fund the twenty-five percent (25%) local cost share. Throughout the years, the local share of Project development costs has been paid by the Cities of Fargo and Grand Forks, as well as by Garrison Diversion, with others committed to pay their respective portions of the Garrison Diversion 2023-2025 Work Plan. Through the PPA, the investments of all Participants for these past development costs will be trued up and assessed to all Participants in accordance with their nomination proportion. The PPA will also set out each Participant's responsibility for future capital and operation and maintenance costs. All Participants have had an opportunity to review the most recent version of the PPA and have an understanding of the financial requirements and operational structure of the Project. Through its signature on this MOC, the Participant sets forth its good faith intention to enter the final PPA once review and negotiations satisfactorily are complete.

Agreement

In consideration of the foregoing and the covenants and agreements set forth herein, the Parties agree as follows:

1. Participant has conducted and continues to conduct a meaningful review of its anticipated future water needs and has had the opportunity to consult with engineers and legal professionals of its own choosing, including having the opportunity to hire its own independent and unbiased representatives to advise Participant regarding its anticipated future water needs, the legal obligations under this MOC, and the draft PPA. The water nomination provided by the Participant in this MOC represents the capacity the Participant intends to contract for upon completion of PPA negotiations given the information known at this time. To secure capacity in the Project and to better identify the financial commitments expected of all Parties in the PPA, Participant hereby identifies its future water needs from the Project at 3.2 cfs. Of this amount, Participant anticipates that its nomination would include 0 annually for domestic needs and 3.2 annually for industrial needs. Garrison Diversion will prepare the PPA financial obligations using this nomination. The Parties recognize that this nomination may vary somewhat after additional analysis prior to the PPA being signed; however, it is the best estimate and intent of the Participant with information known today.
2. If Participant signs this MOC and ultimately chooses not to sign the PPA, the Participant has no property right in the nomination and has no ability to assign its nomination, rights and obligations under this MOC to any other entity.
3. There is no financial penalty to Participant if it signs this MOC and does not ultimately sign the PPA. There is no credit to Participant or reimbursement of any prior amounts that Participant may have paid to Garrison Diversion or LAWA for any Project contributions or other Project support if Participant does not sign a PPA. If Participant signs the PPA and thereafter no longer desires to receive water from the Project, Participant may be eligible to have its nomination, and the associated financial commitment therefor, assumed by LAWA or another LAWA member entity. The assumption of Participant's nomination may include the reimbursement to Participant for principal amounts contributed by Participant for capital expenses of the Project to the point of assumption. Further details on the assumption of a nomination will be outlined in the PPA.

4. Participant acknowledges there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project, including by way of illustration and not limitation, the following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA and/or Garrison Diversion; (iv) different environmental risks than those previously identified; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approval or a Federal permit; (vii) the Federal Government's decision to support the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; and (ix) political interference at the local, state or Federal level. As such, there is always potential for delay of the Project, increases in the proposed Project budget, and a change in the expected financial obligation of the Participant from what has been provided. The Participant understands that the final PPA financial terms may differ from what has been presented to Participant to date, but the information presented has been a good faith estimate of the obligations that would be incurred at the nomination amount discussed to date.
5. This MOC may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This MOC shall be governed by the laws of the State of North Dakota, without giving effect to its choice of laws principles. Venue of any proceedings shall be in the state courts located in Cass County, North Dakota.
7. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, including but not limited to a signature delivered through a provider such as DocuSign®, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

WITNESS WHEREOF, the Parties hereto have executed this MOC as of the Effective Date.

GARRISON DIVERSION CONSERVANCY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

LAKE AGASSIZ WATER AUTHORITY

By: _____

Name: _____

Its: _____

Date: _____

PARTICIPANT

Northeast Regional Water District

By: 

Name: Richard Bigwood

Title: President

Date: 6-26-2025

**Bylaws
Of
Lake Agassiz Water Authority**
revised ~~November 2017~~ 2025

SECTION I – Statutory Basis, Purpose, and Authority

The Lake Agassiz Water Authority, hereinafter referred to as LAWA, was established by the North Dakota Legislature in N.D.C.C. Chapter 61-39. LAWA was designed to serve as a water authority needed to store and distribute water to eastern and central North Dakota; to provide for the supply and distribution of water to the people of eastern and central North Dakota for purposes, including domestic, rural water, municipal, livestock, industrial, and other uses, with primary emphasis on domestic, rural water, and municipal uses; and to provide for the future economic welfare and prosperity of the people of North Dakota, and particularly the people of eastern and central North Dakota, by the bulk purchase of water from the Garrison Diversion Conservancy District delivered by the Red River valley water supply project for beneficial and public uses. N.D.C.C. § 61-39-01 generally authorizes LAWA to enter one or more contracts to provide for the authority to acquire bulk water from the Garrison Diversion Conservancy District and to enter into water supply contracts with Member Entities for the resale of water for consumption within or outside the State of North Dakota; N.D.C.C. § 61-39-05 sets forth the specific authority of LAWA to accomplish its intended purpose.

SECTION II – Definitions

Annual Meeting: means a properly noticed meeting of the Board of Directors held on the third Thursday at 10:30 a.m. each and every January that these Bylaws are in effect or held at such other time as may be determined by the Board of Directors.

Associate Member Entities: means any city, water district, or other water distribution system designated as an associate, non-voting member of the Board of Directors.

Board of Directors: means the governing body of the Lake Agassiz Water Authority.

Director: means any city, water district, or other water distribution system elected or appointed to serve on the Board of Directors.

Garrison Diversion Conservancy District: means the North Dakota governmental agency, body politic and corporate, established by N.D.C.C. Chapter 61-24.

LAWA or Lake Agassiz Water Authority: means a North Dakota governmental agency, body politic and corporate, established by N.D.C.C. Chapter 61-39.

Member Entity: means any city, water district, or other water distribution system satisfying the qualifications set forth in Section IV.

NDLC Annual Meeting: means the annual conference of the North Dakota League of Cities that is generally held in September each year.

NDRWSA Annual Meeting: means the annual meeting of the North Dakota Rural Water Systems Association that is generally held in February each year.

Project: means the Red River Valley Water Supply Project.

SECTION III – Place of Business

The principal office of ~~the Lake Agassiz Water Authority, hereinafter referred to as~~ LAWA, shall be located within the ~~state~~State of North Dakota.

SECTION HIV – Membership

LAWA membership shall consist of cities, water districts, and other water distribution systems who pay dues to ~~the authority~~LAWA and are located in that part of the ~~state~~State of North Dakota which is included within the boundaries of: Cavalier, Pembina, Walsh, Nelson, Grand Forks, Griggs, Steele, Traill, Barnes, Cass, Ransom, Sargent, Richland, and Stutsman Counties. LAWA membership may also consist of cities, water districts, and other water distribution systems who pay dues to LAWA and are located in that part of the State of North Dakota which is included within the boundaries of: McLean, Sheridan, Wells, and Foster Counties. Minnesota cities may join ~~the authority~~LAWA, provided a portion of the city is located within five (5) miles ~~[8.05 kilometers]~~ of North Dakota, or if the city uses the Red River for its primary water supply. Any other county, city, water district, or Canadian governmental entity or water supply system may join ~~the authority~~LAWA upon application of its governing board and approval of the application by ~~a majority of the LAWA board~~Board of Directors. LAWA shall require any new ~~member~~Member Entity to pay for a pro rata share of the ~~project~~Project costs previously incurred by the ~~authority members~~Member Entities (“True-up Expenses”). LAWA also may require an entity contracting for a water supply to pay an additional fee if the entity joins the ~~project~~Project late. Membership dues will be determined by the LAWA Board of Directors.

The Board of Directors may designate ~~associate members~~Associate Member Entities to LAWA who are non-voting members of the Board of Directors. ~~Associate members~~Member Entities will be appointed annually at the ~~organizational meeting~~Annual Meeting and will sit on the Board of Directors for a one-year term.

SECTION HV – Election of Board ~~Members~~of Directors

A. Composition of the Board of Directors:

1. One (1) ~~member~~Member Entity from a city with a population greater than forty thousand (40,000) located east of state highway 1 and north of state highway 200.
2. ~~One Two~~ (2) ~~member~~Member Entities from ~~a city~~differing cities with a population greater than forty thousand (40,000) located east of state highway 1 and south of state highway 200.
3. One (1) ~~member~~Member Entity from a city with a population of five thousand (5,000), but not more than forty thousand (40,000) located east of state highway 1.

4. One ~~(1) member~~Member Entity from a city with a population of less than five thousand ~~(5,000)~~ located east of state highway 1.
5. Two ~~(2) members~~Member Entities from water districts located east of state highway 1 and north of state highway 200.
6. Two ~~(2) members~~Member Entities from water districts located east of state highway 1 and south of state highway 200.
7. One ~~(1) member~~Member Entity from water districts located east of state highway 1.
8. One ~~(1) member~~Member Entity from a Minnesota city with a population of more than thirty thousand ~~(30,000)~~ and which is located within five ~~(5)~~ miles ~~[8.05 kilometers]~~ of North Dakota.
9. One ~~(1) member~~Member Entity from water districts located west of state highway 1.
10. One ~~(1) member~~Member Entity from a city west of highway 1.

B. Term and Election of ~~Board Members~~Directors:

1. North Dakota city ~~members~~Directors must be selected for two-year terms by election by cities during the ~~annual meeting of the North Dakota league of cities~~NDLC Annual Meeting in every odd-numbered year beginning in 2003. Cities that have paid dues in the calendar year the vote is taken, or ~~that have~~ signed a development agreement or other application agreement with ~~the authority~~LAWA before the date of the election, are eligible to vote.
2. Water district ~~members~~Directors must be selected for two-year terms by election by water districts during the ~~annual meeting of the North Dakota rural water systems association~~NDRWSA Annual Meeting in every even-numbered year beginning in 2004. Water districts that have paid dues in the calendar year the vote is taken, or ~~that~~ have signed a development agreement or other participation agreement with ~~the authority~~LAWA before the date of the election, are eligible to vote.
3. For elections of ~~board members~~Directors after July 1, 2017, a candidate for ~~board member~~a Director's position must have a development agreement, water supply contract, or project participation agreement with ~~the authority~~LAWA or the Garrison Diversion Conservancy District.
4. The initial Minnesota city Director is Moorhead, as ~~it~~Moorhead is an ~~associate member~~Associate Member Entity of ~~the authority~~LAWA. Moorhead will serve in this capacity until the ~~league of Minnesota cities~~League of Minnesota Cities' annual conference in 2006. During even-numbered years thereafter, Minnesota cities within five ~~(5)~~ miles ~~[8.05 kilometers]~~ of the Red River or that use the Red River as a primary water supply may elect their ~~representative~~Director.

- C. Vacancies. If a Director position on the Board of Directors becomes vacant because of death, resignation, removal, disqualification, or for any other cause related to the person filling ~~the~~that role ~~of Director representing on behalf of a LAWA member~~Member Entity, the ~~LAWA member~~Member Entity shall appoint another person to represent the ~~member~~Member Entity as a Director on the ~~LAWA~~-Board of Directors thereafter. If a Director position on the Board of Directors becomes vacant because of death, resignation, removal, disqualification, change in legislation, or for any other cause related to the ~~LAWA member~~Member Entity no longer being eligible to have a seat on the Board of Directors, the remaining Directors shall fill the vacant Director position on the Board of Directors by appointment of a new city or water district ~~member~~Member Entity for the remaining portion of the term. The Board of Directors shall fill the remaining portion of the term by selecting a like ~~member~~Member Entity from a list of nominees suggested by the North Dakota League of Cities for a city ~~member~~Member Entity vacancy or from the North Dakota Rural Water Systems Association for a water district ~~member~~Member Entity vacancy.

SECTION ~~IV~~VI – Meetings

- A. Regular Meetings. The Board of Directors shall meet at least four (4) times a year, at a time and place designated by the Chair. The Board of Directors can, by majority vote, cancel any of the regular meetings.
- B. Special Meetings. Special meetings of the Board of Directors may be called by the Secretary on order of the Chair or upon written request of ~~the~~a majority of the voting ~~members~~Directors of the Board of Directors. The Chair and/or ~~a majority of the requesting Directors of the~~ Board of Directors shall designate the time and place of the special meeting.
- C. Meeting Notice.
1. Regular Meetings. At least ten (10) calendar days' advance written notice, through electronic communications, shall be given to all ~~members~~Member Entities of meeting dates. This notice shall generally describe the subject matter to be considered at the meeting. Any voting ~~member~~Director may place items on the agenda of a regular meeting provided the request is submitted at least ~~ten~~five (5) calendar days prior to the regular meeting.
 2. Special Meetings. Notice of a special meeting must be mailed or electronically communicated to each Director at least three (3) calendar days before the meeting, provided that a special meeting may be held at any time when all ~~members of the board~~Directors are present or consent in writing. The notice shall set out the purpose and business to be considered at the meeting.
- D. Quorum. A quorum shall consist of a majority of the voting ~~Board of Directors~~ on the Board of Directors. Any number of Directors shall constitute a quorum to adjourn a meeting for want of a quorum.

- E. Alternate Designation. A Director may officially designate an alternate to attend meetings and to act on the Director's behalf periodically during the year. The designation shall be made in writing by each Director, submitted to the Secretary. While the use of alternatives is acceptable, the Board of Directors strongly encourages each Director to personally attend meetings. An Alternatealternate may vote in place of the elected Director on any issues that arise during the course of a properly noticed meeting, with the exception of votes on amendments to the bylaws.
- F. Public Meetings. All meetings shall be open to the public in accordance with North Dakota Open Meeting laws.
- G. Meeting Minutes. The Secretary shall prepare and distribute meeting minutes to each Director. Minutes of all meetings may be approved without reading if they have been distributed prior to the next meeting.
- H. Parliamentary Rules and Voting Procedures.
1. In the absence of the Chair, or Vice-Chair, the Chair shall designate another Director to preside over the meeting.
 2. Meetings of the Board of Directors will be governed by the parliamentary rules as outlined in Robert's Rules of Order Newly Revised in all cases where current bylaws and policies do not apply.
 3. All actions of the Board of Directors shall be decided by roll call vote.
 4. ~~A majority of Directors present at a properly noticed meeting will decide the vote.~~ Each Director shall be entitled to one (1) vote on all matters requiring a vote. Except as set forth in Section VI.H.5 and Section VI.H.6, all votes will be decided by a majority of the Directors present at a properly noticed meeting.
 5. The following actions require an affirmative supermajority vote of all Directors of the Board of Directors, with a supermajority vote being two-thirds (2/3) of all of the Directors of the Board of Directors of LAWA (whether present or not at the meeting, and under the current composition of Directors as described in Section V.A, a two-thirds (2/3) vote requires an affirmative vote of at least nine (9) Directors:
 - a. Spending, including for:
 - (1) Contracts;
 - ~~(1)~~(2) Reimbursements, including to:
 - (A) Individuals and
 - (B) Entities, including for True-up Expenses; and
 - (3) Debt issuance;

- b. Hiring and terminating consultants;
 - c. Amending these bylaws;
 - d. Electing, selecting, or removing LAWA officers and senior staff;
 - e. Establishing committees and electing members thereto;
 - f. Establishing or modifying operating plans;
 - g. Authorizing new construction;
 - h. Approving a water supply agreement for the Project; and
 - b.i. Approving an agreement between LAWA and its Member Entities for the Project.
6. In addition to requiring an affirmative supermajority vote described in Section VI.H.5, all matters described in Section VI.H.5 must also receive an affirmative vote from both (i) the Director from the city with a population greater than forty thousand (40,000) located east of state highway 1 and north of state highway 200 and if such Director is not from the City of Grand Forks, then also by the approval of the City of Grand Forks; and (ii) a Director from a city with a population greater than one hundred and twenty thousand (120,000) located east of state highway 1 and south of state highway 200, and if such Director is not from the City of Fargo, then also by the approval of the City of Fargo.
7. Designated ~~Alternates~~alternates appearing on behalf of an absent Director may vote in place of the Director on all matters with the exception of ~~changes~~amendments to the bylaws. ~~Vote~~Voting by proxies will not be allowed at any meeting of the Board of Directors or its ~~Committees~~committees, ~~except that a letter proxy vote will be allowed for a change to the bylaws only after the proposed change has had both a first and second reading.~~ ~~—Changes to these bylaws will require a two-thirds (2/3) majority (eight directors) of the entire Board~~are more fully described in Section XII.
8. The Chair has a vote as a member of the Board of Directors.
- I. Order of Business.
- 1. Roll call
 - 2. Reading of minutes of preceding meeting and action thereon
 - 3. Consideration of communications to the Board of Directors
 - 4. Officer reports
 - 5. Committee reports

6. Unfinished business

7. New business

SECTION ~~V~~VII – Officers and Staff

- A. Officers. The Board of Directors shall elect ~~from its members~~ a Chair and a Vice-Chair at the first meeting of each calendar year from its Directors. Each ~~member~~ Director shall hold office until a successor has been duly elected.
- B. Term of Office. Officers are elected for a one-year term or until a successor is elected.
- C. Vacancies. If a vacancy arises in any office ~~because of~~ due to any cause including death, resignation, removal, or disqualification of the individual representing the Director ~~representing the member entity~~ on the Board of Directors, the ~~LAWA Board of Directors~~ shall appoint another Director to hold that office for the remaining portion of the term.
- D. Removal of Officer. Officers may be removed from office for misconduct, malfeasance, crime in office, neglect of duty in office, or of habitual ~~drunkenness~~ intoxication or gross incompetency. Any ~~member~~ Member Entity or ~~director~~ Director may file charges against an officer by filing a written charges with the ~~secretary of the organization~~ Secretary. The charges must be accompanied by a petition asking for a hearing on the charges, which must be signed by at least ~~40~~ forty percent (40%) of the ~~directors~~ Directors. Such charges shall be voted on at a meeting called for that purpose. The officer shall be informed in writing of the charges and shall have the opportunity to be heard in person and to present witnesses. The ~~member~~ Member Entity or ~~director~~ Director presenting charges against an officer shall have the same opportunity. A vote of ~~60 percent of~~ the ~~directors~~ Directors present at such special meeting is required for removal of an officer.
- E. Chair. The principal officer shall be the Chair who shall in general supervise all business affairs of ~~the~~ LAWA and shall directly supervise all employees and consultants of LAWA. The Chair will prepare meeting agendas and will preside ~~at~~ over meetings of the Board of Directors. When authorized by the Board of Directors, the Chair will appoint necessary committees and committee chairpersons, sign official documents requiring signature, and will represent LAW A in public and official capacities. The Chair shall also do and perform such other duties as may be assigned by the Board of Directors.
- F. Vice-Chair. The Vice-Chair will preside ~~at~~ over meetings in the absence of the Chair and assume the office of the Chair if the Chair can no longer serve.
- G. Secretary/Treasurer. The Board of Directors shall elect a Secretary and a Treasurer, which offices may be held by the same individual, on an annual basis at the Annual Meeting, and either or both offices may be held by an individual who is not ~~a member~~ representing a Director ~~on~~ the Board of Directors or a Member Entity of LAW A.
1. Duties of the Secretary shall be established by the Board of Directors and shall include:

- a. Record all votes and minutes of the Board of Director proceedings and any meetings of any committees established by the Chair.
 - b. Prepare and distribute minutes of all regular and special meetings of the Board of Directors and any other committees that may be appointed by the Chair.
 - c. Prepare and distribute notice of all regular and special meetings of the Board of Directors, membership, and committees.
 - d. Attest signatures required on behalf of LAWA.
 - e. The Secretary shall see that all orders and resolutions of the Board of Directors are implemented. The Secretary shall also be responsible for preparing any reports that the Board of Directors requests.
 - f. Such other duties as the Board of Directors may deem appropriate.
2. Duties of the Treasurer shall be established by the Board of Directors and shall include:
- a. Hold LAWA funds and securities and keep full and accurate accounts of the receipts and disbursements in official books, and deposit such funds in the depository designated by law.
 - b. Perform all recording and fiscal duties relating to the billing and collection of the annual dues.
 - c. Prepare all checks, drafts, or orders for payment of money issued in the name of LAWA for signature by the Chair.
 - d. Prepare annual budgets for the operation of LAWA. The budget shall reflect operational ~~costs~~ costs for such fiscal year as the Board of Directors shall determine. The proposed budget shall be presented to the Board of Directors for review and approval at any meeting.
 - e. Such other duties as the Board of Directors may deem appropriate.
- H. Staff and Consultants. LAWA may procure the services of engineers, attorneys, contractors, consultants, and other persons, or entities to assist in the planning, design, development, financing, construction, operation, and/or maintenance of the Project. The Garrison Diversion Conservancy District shall, at the request of LAWA, provide ~~the~~ administrative, technical, and legal support for LAWA.
- I. Electronic Signatures. Officers are authorized to utilize electronic means to affix their signatures to documents requiring signatures on behalf of LAWA.

SECTION ~~VIVIII~~ – Committees.

- A. Establishing Committees. When authorized by the Board of Directors and as provided in this section, the Chair is empowered to establish committees ~~comprised of Directors and may likewise authorize committees of an advisory nature, the membership of which need not be solely voting Directors.~~ Except as set forth herein, The Chair shall appoint the ~~Chair~~chair of all committees. Termination of any committee shall be by action of the Board of Directors.
- B. Executive Committee. If the Board of Directors chooses to establish an Executive Committee, it shall be comprised of a minimum of three (3) individuals and should include ~~the~~ the Chair, the Vice-Chair, and other ~~Board-Directors members~~ who will be elected to serve on the Executive Committee by ~~majority~~ vote of the Directors.
- C. Finance Committee. There is hereby created a Finance Committee of LAWA with the powers and duties set forth in this section.
- D. Finance Committee Jurisdiction. The Finance Committee is responsible for making recommendations to the Board of Directors regarding the budgets, expenses, funds, and all other finance matters.
- E. Finance Committee Membership. The Finance Committee shall consist of:
 - 1. Two (2) individuals from a city with a population greater than forty thousand (40,000) located east of state highway 1 and north of state highway 200.
 - 2. Three (3) individuals from a city with a population greater than forty thousand (40,000) located east of state highway 1 and south of state highway 200.
 - 3. Two (2) individuals selected by the Directors.
- F. Finance Committee Chair and Vice Chair. The Finance Directors from the City of Fargo and the City of Grand Forks shall serve as the chair and vice chair of the Finance Committee on an alternating basis for one (1) calendar year terms. The Finance Director from the City of Fargo shall serve as the chair for the remainder of the calendar year in which these bylaws are adopted and for the subsequent calendar year. The Finance Director for the City of Grand Forks shall serve as the vice chair during that same period. At the commencement of the following calendar year, the Finance Director for the City of Grand Forks shall serve as the chair and the Finance Director for the City of Fargo shall serve as the vice chair, and each position shall thereafter alternate accordingly.
- G. Technical Committee. There is hereby created a Technical Committee of LAWA with the powers and duties set forth in this section.
- H. Technical Committee Jurisdiction. The Technical Committee is responsible for making recommendations to the Board of Directors regarding assessment, design, planning, construction, and all other technical matters.

- I. Technical Committee Membership. The Technical Committee shall consist of:
 - 1. Two (2) individuals from a city with a population greater than forty thousand (40,000) located east of state highway 1 and north of state highway 200.
 - 2. Three (3) individuals from a city with a population greater than forty thousand (40,000) located east of state highway 1 and south of state highway 200.
 - 3. Two (2) individuals selected by the Directors.
- J. Technical Committee Chair and Vice Chair. The Technical Committee shall select a chair and vice chair on an annual basis by a majority vote of its members.

SECTION ~~VHIX~~ – Expenses of ~~Members~~Directors.

Reasonable expenses will be reimbursed to Directors as allowed by state law. If the constituency has an inability to reimburse a Director's expenses, the Board of Directors may agree to pay reasonable expenses of a Director upon request.

SECTION ~~VHIX~~ – Deposits, Funds & Fundraising.

- A. Deposits. All funds of LAWA shall be deposited from time to time to the credit of LAWA in such financial institutions designated as a depository for public funds pursuant to North Dakota Century Code Chapter 21-04.
- B. Gifts. The organization may accept gifts, grants, contributions, or bequest for the general purpose or any special purpose of the LAWA.

SECTION ~~IXXI~~ – Financial Records Review.

The financial accounts and transactions of LAWA shall be reviewed biannually by a Certified Public Accountant or by an internal review committee appointed by the Chair.

SECTION ~~XXII~~ – Amendment to Bylaws.

These bylaws may be amended at any regular meeting of the Board of Directors by a ~~two-thirds-supermajority~~ vote of the ~~entire~~ Board of Directors, as defined in Section VI.H.5, and voting required under Section VI.H.6, and only after a second reading of the proposed change. ~~Proposed amendments to the bylaws must be submitted to the Secretary by a Board member at least thirty days prior to the regular meeting at which they are to be considered for a first reading. Notice of the meeting at which the Board will consider this amendment must be mailed by the Secretary to each member of the Board along with a copy of the proposed bylaw amendment at least fifteen days prior to any regular meeting at which the amendment will be considered. Directors may vote on by laws by written proxy when called for a vote after the second reading.~~ Alternates will not be allowed to vote on proposed changes to the bylaws.

SECTION XIII – Governing Law

LAWA shall be governed by the laws of the State of North Dakota.