

LAKE AGASSIZ WATER AUTHORITY
Board of Directors Meeting

By Video Conference via Zoom

November 12, 2025

DRAFT AGENDA

- 1:00 p.m. I. Call to Order & Roll Call – Chair Mahoney
- 1:01 p.m. II. Introductions – Chair Mahoney
- 1:02 p.m. III. **>Approval of Agenda** – Chair Mahoney
- 1:03 p.m. IV. Reading and Consideration of the Minutes – Chair Mahoney
 - A. **>October 14, 2025 (Tab M)**
 - B. **>October 16, 2025 (Tab N)**
- 1:05 p.m. V. LAWA Financial Report
 - A. **>*Budget Analysis Statement** – Ashley Reisenauer **(Tab O)**
 - 1. **>Bills Paid (Tab P)**
 - B. **>*2025 Budget Revision No. 2** – Ashley Reisenauer **(Tab Y)**
 - C. **>Summary of Dues and Cost Share Paid** – Ashley Reisenauer **(Tab Q)**
 - D. **>Consultant Billing Summary** – Kurt Ronnekamp **(Tab R)**
- 1:15 p.m. VI. Project Agreements Update & Plan – John Shockley
 - A. **>Interim Financing Agreement Series F (to be distributed)**
 - B. Term Sheet
- 1:25 p.m. VII. Red River Valley Water Supply Project Update
 - A. Construction Report – Kip Kovar
 - 1. Bidding Update
 - B. **>Work Plan Update** – Kip Kovar **(Tab S)**
 - C. **>2023-2025 Biennium Work/Plan Budget (Tab T)**
 - D. **>2025-2027 Biennium Work/Plan Budget (Tab U)**
 - E. **>Program Schedule** – Kip Kovar **(Tab V)**
- 2:00 p.m. VIII. Department of Water Resources Update – Pat Fridgen
- 2:05 p.m. IX. Unfinished Business – Chair Mahoney
- 2:10 p.m. X. New Business – Chair Mahoney
 - A. **>LAWA Staff Planning** – Katie Schmidt **(Tab W)**
 - B. **>Technical Advisory Committee & Financial Advisory Committee Recommendations** – Brent Bogar **(Tab X)**
- 2:30 p.m. XI. 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.

25-175

LAKE AGASSIZ WATER AUTHORITY

BOARD OF DIRECTORS

**Fargo Commission Chambers
October 14, 2025**

A meeting of the Lake Agassiz Water Authority (LAWA) board of directors was held October 14, 2025. The meeting was called to order by Chair Mahoney at 2 p.m.

BOARD MEMBERS PRESENT

Chair Timothy Mahoney
Vice Chairman Brandon Bochenski
Director LaVonne Althoff
Director Ann Broussard
Director Dave Carlsrud
Director Bernie Dardis
Director Tom Erdmann
Director Alan Idso
Director Tim Meyer
Director Jim Schmaltz
Director Travis Schmidt
Alternate Jeremy Schuler for Director Rick Bigwood
Alternate Brian Reilly for Director Keith Nilson
Secretary Duane DeKrey

MEMBERS ABSENT

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

Others in attendance are listed on the registration sheet (Annex I).

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

ANNOUNCEMENTS & INTRODUCTIONS

Chair Mahoney introduced Mayor Tim Meyer as the newest member of the LAWA board, representing the City of Lisbon.

APPROVAL OF AGENDA

Motion by Director Schmaltz to approve the board meeting agenda. Second by Director Carlsrud. Upon voice vote, motion carried.

CONSIDERATION OF MINUTES

Motion by Director Althoff to approve the September 9, 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 September 30, 2025 (Annex II).

Total income received through September was \$39,089, with expenses totaling \$230,585. The bank balance at the end of September 2025 was \$59,989.

Ms. Mooridian noted the remaining expense budget is \$141,659, and since the bank balance will not cover the total 2025 budgeted expenses, the cities of Fargo and Grand Forks have agreed to contribute \$90,000 to offset the shortfall.

Motion by Director Dardis to approve the Budget Analysis Statement for the period of January 1, 2025, through September 30, 2025. Second by Director Broussard. Upon roll call vote, the following directors voted aye: Althoff, Bochenski, Broussard, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Schmaltz and Schmidt. Alternates voting aye: Reilly and Schuler. Those voting nay: none. Motion carried.

2025 Bills Paid - - Ms. Mooridian referenced the one bill paid since the September board meeting, which was for legal fees.

Summary of Dues Paid - - Ms. Mooridian stated the table in the meeting packet shows \$34,600 has been submitted for 2025 LAWA membership dues.

RED RIVER VALLEY WATER SUPPLY PROJECT

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

Since the September board meeting, nearly three miles of pipe have been installed, with a total of 9.4 miles installed this year.

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

- **Garney Construction (Segment 5B):**
 - Pipeline installation and restoration complete
- **Oscar Renda Contracting (Segment 5C):**
 - 6.3 miles of pipe installed
- **Carstensen Construction (Segment 5D):**
 - 9.2 miles of pipeline installed
- **Carstensen Construction (Segment 6A):**
 - 1.9 miles of pipeline installed

Mr. Kovar also provided an update on the water treatment plant piloting and treatability study being conducted along the McClusky Canal. Test results will be shared with the board when the study is complete.

The original construction contract amount totaled \$270,600,291. There is a net increase of \$585,319 due to change orders, bringing the current total contract amount to \$271,185,611.

Mr. Kovar referenced the RRVWSP Work Plan Update dated September 15, 2025, summarizing construction activities (Annex III).

2023-2025 Biennium Work Plan/Budget - - Mr. Kovar referenced the RRVWSP 2023-2025 Biennium Work Plan dated September 2, 2025, in the amount \$246 million (Annex IV). There are no changes at this time.

2025-2027 Draft Biennium Work Plan/Budget - - Mr. Kovar presented the Draft 2025–2027 Biennium Work Plan/Budget dated September 2, 2025, totaling \$273 million (Annex V). There are no changes at this time.

Program Schedule - - Mr. Kovar next reviewed the updated RRVWSP Program Schedule dated September 2, 2025.

Chair Mahoney stated now that Series F is in the process of being finalized, when would bidding on upcoming contracts begin.

Mr. Kovar replied the program schedule shows an advertisement date of November 1 and an approximate date for the notice to proceed in January or February; however, there may be ways to shorten that schedule up. One example would be issuing a limited notice to proceed at the time of the notice of award. This would allow the contractor to start purchasing steel coil and could shorten up the timeframe by one month.

Mr. Kovar recommended, if Series F is approved, bidding Contracts 6B, 6C and 7A in succession.

User Engagement Update

Memorandum of Commitment Approvals

Steve Burian, Burian & Associates, provided a prospective users update. The total nomination for the RRVWSP is projected to go up to 164.14 cfs or 165 cfs if Devils Lake were to sign on to the project. Dakota Rural Water District, Hannaford and Lakota are also prospects.

Mr. Burian reviewed user scenarios with a Memorandum of Commitment (MOC) signed and approved to sign users with and without the James River for conveyance.

Vice Chair Bochenski inquired about the amount spent to date and the remaining budget on the User Engagement Task Order.

Mr. Burian reported that an amendment of approximately \$126,000 was approved by the LAWA Board at its August meeting. The amendment covers carryover work related to user

engagement and operational planning. He noted that no billings have been submitted to date for services under the amendment.

Vice Chair Bochenski requested a summary be provided outlining the total task order amount, expenditures to date, and remaining balance.

Mr. Kovar agreed to provide that information to Vice Chair Bochenski.

Chair Mahoney referenced the MOC included with the board meeting materials (Annex VI). This has been signed and submitted by Traill County, indicating their anticipated nomination for future water needs from the project. The board's approval is required on the MOC.

Motion by Vice Chair Bochenski to approve the RRVWSP Memorandum of Commitment by and between the Lake Agassiz Water Authority, Garrison Diversion Conservancy District and Traill County. Second by Director Schmidt. Upon roll call vote, the following directors voted aye: Althoff, Bochenski, Broussard, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Schmaltz and Schmidt. Alternates voting aye: Reilly and Schuler. Those voting nay: none. Motion carried.

DEPARTMENT OF WATER RESOURCES

Pat Fridgen, Deputy Director, Department of Water Resources (DWR), provided updates on the agency's activities, including a \$55 million funding request for the RRVWSP, which was approved at the October 9 State Water Commission meeting, including the \$18.3 million loan from the Water Infrastructure Revolving Loan Fund (WIRLF). This brings the grant total for the biennium to \$205 million, which was included in HB 1020.

He mentioned ongoing legislatively required studies. The first one is the cost share program and policy evaluation. A final report is expected in March. The purpose of the study is to look at available funding for water projects through 2039, the timing of those projects and to identify any anticipated shortfalls that may result. The deliverables from that project will be a financial model to help the DWR, governor's office, legislature and project sponsors look at options for meeting any potential shortfalls and to make sure the cost share program is sustainable over time. The other study is the regional water systems governance and finance study, with a draft report expected in March and the final report in May. The purpose of this study is to analyze the long-term governance and finance models of Northwest Area Water Supply (NAWS), Southwest Pipeline Project (SWPP) and the RRVWSP. The study will include an evaluation of operational and organizational aspects of those three systems. As part of the study, a strengths, weaknesses, opportunities and challenges analysis will be conducted. Deloitte has been hired to conduct both studies. There is a stakeholder engagement element to the governance and finance study as part of the process.

Mr. Fridgen added there is also a Missouri River Intake Phase II study ongoing, which will take a deeper dive into the intake locations and options. It is hoped to have a request for proposals out in November. Field inspections are expected to take place this spring.

PROJECT AGREEMENT UPDATE AND PLAN

Term Sheet - - John Shockley, Ohnstad/Twichell, reported there is not much of an update on the Term Sheet. It has been provided to Garrison Diversion's counsel, and LAWA is awaiting their response. It is consistent with what the LAWA Board previously approved.

Interim Financing Agreement Series F - - Chair Mahoney noted that several of the seven signees to the Interim Financing Agreement Series F have already approved the document, and LAWA's approval is also required.

Mr. Shockley reminded the board that four position statements had previously been developed, several of which addressed the split delivery of the RRVWSP and concerns regarding members who hold Thompson-Acker (TA) water permit rights. Through those discussions, the board approved the concept of the Term Sheet and the associated talking points.

Mr. Shockley stated the goal was to ensure the Series F Agreement accurately reflected the direction provided by the board. Working with counsel for Grand Forks and Fargo, edits were made primarily to the recitals, along with certain revisions to the body of the document, before forwarding the draft to Garrison Diversion's counsel.

He explained there was extensive back-and-forth between the parties, culminating in Garrison Diversion requesting that some recitals be removed and others reinstated. Following meetings with Grand Forks and Fargo counsel, agreement was reached on most of Garrison Diversion's proposed changes, with two issues remaining outstanding:

1. The split delivery of the project, as endorsed by the LAWA Board
2. The Thompson-Acker (TA) rights

Mr. Shockley noted that a subsequent email from Garrison Diversion's counsel was not well received. As a result, Vice Chair Bochenski visited with Governor Armstrong to discuss the need for greater state involvement in the RRVWSP to represent the state's interests.

At the June meeting with the DWR, the department indicated its willingness to lead discussions with the TA rights holders, consistent with the position of LAWA, Garrison Diversion, and Grand Forks. Since then, DWR's director has become more involved in the project and helped facilitate a revision to Recital Seven in the Series F Agreement.

Mr. Shockley explained that Recital Seven now clearly identifies the five LAWA member entities with TA rights and specifies that DWR will lead negotiations with the TA rights holders. This is critical because those holders possess substantial water storage rights within Lake Ashtabula, and resolving the extent and nature of those rights is essential to establishing the legal foundation for storing water there.

He reiterated his objective as counsel for LAWA is to ensure that all member entities have a marketable water right—that is, each entity paying for water from Lake Ashtabula receives full value and use of the quantity purchased, whether one cfs, one acre-foot, or 82 cfs.

Mr. Shockley noted that Series F reflects the collaborative work of Fargo, Grand Forks, and LAWA. He has shared the updated draft with all participating entities and remains in communication regarding these issues.

Finally, he referenced Section 3.04, a technical issue involving an irrevocable pledge provision. Bond counsel for Grand Forks, Fargo, and other entities expressed concern that the language resembled a debt issuance, creating complications. Mr. Shockley contacted the

bond counsel for Bank of North Dakota (BND) and proposed alternative language now incorporated in Series F. Counsel appeared receptive but indicated it would still require BND's review.

Under the proposed provision, each participating city or entity must make its annual appropriation by October. If an entity fails to do so, it must notify all parties, including BND, and such non-appropriation would constitute a default under the Series F Agreement.

Mr. Shockley reported the next area of focus will be to finalize the Term Sheet and begin work on a Water Supply Agreement with Garrison Diversion. Work is also underway on a User Agreement between LAWA and the end users for water delivery.

Motion by Director Carlsrud to approve the Interim Financing Agreement Series F by and between Garrison Diversion Conservancy District, Lake Agassiz Water Authority, City of Carrington, City of Cooperstown, City of Fargo, City of Grand Forks, City of Hillsboro, City of Mayville and City of Valley City. Second by Vice Chair Bochenski.

Director Schmaltz expressed concern that not all board members had reviewed the proposed Series F Agreement and requested the board's consideration be tabled until the next meeting.

Vice Chair Bochenski remarked that this has been one of the most challenging and unusual negotiations he has been involved in. He explained that while legal counsel's redlines were often met with lengthy narrative responses and claims of bond counsel or BND objections, those concerns were ultimately resolved through direct communication with BND. He emphasized that this is a loan agreement with BND, and after further clarification, several final adjustments were made in LAWA's favor. The majority of users have already approved the agreement, and he encouraged any members with concerns to raise them for discussion.

Director Schmaltz reiterated his desire to review the document before approving it.

Brent Bogar, Consultant, LAWA, explained that due to the timing of recent revisions, hard copies were not printed in advance but could be distributed during the meeting.

Chair Mahoney inquired whether delaying the vote would impact the bidding process.

Mr. Kovar said he does not believe bidding would be delayed if the board is given until next meeting to act on the agreement.

Chair Mahoney suggested the board could defer action on the agreement until the next meeting.

Mr. Bogar added another option would be to approve the agreement contingent upon board member input, similar to how the participating cities approved the agreement contingent on final legal review.

Chair Mahoney stated that, in fairness, the entire board should review the agreement before final approval.

Motion by Director Schmaltz to table action on the Interim Financing Agreement Series F until the next board meeting. Second by Director Althoff. Upon voice vote, motion carried.

UNFINISHED BUSINESS

LAWA Bylaws Revisions - - Katie Schmidt, Ohnstad Twichell, noted the final version of the LAWA Bylaws are included in the meeting packet for reference.

Alternate Schuler requested clarification on Section VI.6, specifically when a vote from the City of Fargo would be required.

Ms. Schmidt explained that a vote from the City of Fargo is required on all supermajority items, except those pertaining to the election, selection, or removal of LAWA officers or senior staff.

NEW BUSINESS

LAWA City Member Election Results - - Mr. Bogar reported that at the recent League of Cities Conference, elections were held for LAWA city members. The only change was Lisbon replacing Mayville as the representative for cities with populations under 5,000 east of Highway 1.

Resolution of Condolence - - Chair Mahoney acknowledged the passing of John “Jack” Hancock, former LAWA Board member representing the Agassiz Water Users District, and referenced the Resolution of Condolence (Annex VII). Vice Chair Bochenski read the resolution aloud in recognition of Director Hancock’s service and dedication.

Motion by Director Althoff to approve the Resolution of Condolence for John Hancock. Second by Director Schmaltz. Upon voice vote, motion carried.

Resolution of Appreciation - - Chair Mahoney read aloud the Resolution of Appreciation (Annex VIII) acknowledging the City of Mayville and Don Moen, for their service to the LAWA Board.

Motion by Vice Chair Bochenski to approve the Resolution of Appreciation for the City of Mayville. Second by Director Schmidt. Upon voice vote, motion carried.

OTHER

The meeting adjourned at 2:48 p.m.

Timothy Mahoney, Chair

Duane DeKrey, Secretary

REGISTRATION

LAWA Board Meeting
 Fargo Commission Chambers
 October 14, 2025

NAME	ORGANIZATION
Lisa Schaper	Good
Kimberly Cook	GDCB
Dave Dickson	City of Fargo
Brant Brinkman	CRWD
Dan Johnson	COF
Marc Ritchard	Moorehead Public Service
Dennis MIRANOWSKI	CITY OF WAHPETON
Don Lingen	SE Water Users District
Kyle Johnson	EGOF
Keith Myklebust	EAST Grand Forks WATER & LIGHT
Kurt Sommerkamp	Block & Veatch
Steve Burian	Burian & Associates
Jeff Breker	SE Water
Joe Zaunert	American
Meri Mm:ln	GDCB
Kip Koon	GDCB
Duane DeRue	GDCB
Timi Norgard	Vogel Law Firm -
Brant Brinkman	AC-S/CAVA
Bruce Grubb	Fargo
John Ireland	Grand Forks
On-Line	
Cory Drevecky	Dept of Water Resources
Maureen Storstad	City of Grand Forks
John Shockley	Ohnstad Twichell
Jeremy Schuler	Northeast Regional Water District
Pat Fridgen	Dept of Water Resources
Al Grasser	City of Grand Forks

LAWA Board Meeting
Fargo Commission Chambers
October 14, 2025

10



Income	Budget 2025	Actual as of 9.30.25	Balance of Budget
Dues Income	\$ 35,000.00	\$ 34,600.00	\$ 400.00
Miscellaneous	\$ 99.00	\$ 99.00	\$ -
Cost Share-Interim Finance	\$ 6,945.00	\$ 4,390.01	\$ 2,554.99
Total Income	\$ 42,044.00	\$ 39,089.01	\$ 2,954.99
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	\$ 461.00	\$ 89.00
Construction	\$ -	\$ -	\$ -
Engineering	\$ 6,945.00	\$ 4,390.01	\$ 2,554.99
Property Acquisiton/Easements	\$ -	\$ -	\$ -
Admin Expense	\$ 250.00	\$ 83.46	\$ 166.54
Legal/Prof Serv	\$ 358,000.00	\$ 219,331.15	\$ 138,668.85
Ohnstad Twichell, P.C.	\$ 137,982.00	\$ 96,085.27	\$ 41,896.73
AE2S	\$ 181,768.00	\$ 92,619.32	\$ 89,148.68
Garrison Diversion - BHFS	\$ 30,750.00	\$ 23,126.56	\$ 7,623.44
Garrison Diversion - Effertz Law	\$ 7,500.00	\$ 7,500.00	\$ -
Total Expenses	\$ 372,245.00	\$ 230,585.62	\$ 141,659.38

Bank Activity

Beginning Bank Balance 1-1-25	\$ 251,616.13
Income Received	\$ 39,089.01
Bank Fees	\$ (130.31)
Total Funds Available	\$ 290,574.83

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
Check #1287 Garrison Diversion(BHFS/Bernhardt)	\$ 7,751.56
Check #1288 Insure Forward	\$ 461.00
Check #1289 Ohnstad Twichell	\$ 31,162.00
Total Expenses	\$ 230,585.62

Ending Bank Balance \$ **59,989.21**

RRVWSP Work Plan Update September 15, 2025

CONSTRUCTION

Pipeline Construction

Contract 5B

Pipe installation was completed in 2024, and field restoration was completed this year on the nine-mile contract.

The pipeline passed the hydrostatic testing; 296 psi was held for 4 hours.

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, 4 and 5 have been approved, leaving the current contract price at \$47,619,339.79.

Contract 5C

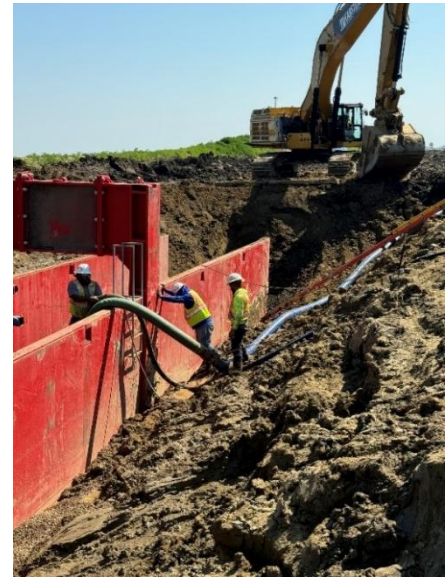
The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting.

As their install targets were not being met, a second pipe crew started on July 10, and as of September 15, four crews are on site. Thus far, 28,950 feet has been installed. Tunneling subcontractor, Minger Contracting, has moved to the James River tunnel site.

To date, \$43,503,619.58 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. Thus far, the contractor has installed 44,501 feet with one pipe crew.

To date, \$43,669,880.16 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. Thus far, the contractor has installed 7,077 feet of pipe.

To date, \$15,850,048.28 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	



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)

September 2, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Biennium 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			
14	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
	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
	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
	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			



2023 to 2025 Biennium Work Plan

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

September 2, 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						15
	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.												



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)

September 2, 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 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 Aug-25	Prof Svcs Prof Svcs				\$ 0.62	\$ 0.46	\$ 0.15			
	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.											
	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	\$ 0.59	\$ 0.44	\$ 0.15			
16	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						16
	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			
	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						
	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						
	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						25-189



2023 to 2025 Biennium Work Plan

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

September 2, 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.	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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.30	\$ 4.72	\$ 1.57
	Need: Address and pay for changes that are sure to occur.			MR&I							\$ 0.06	\$ 0.05	\$ 0.02
TOTAL PROGRAM BUDGET					\$ 15.48	\$ 11.61	\$ 3.87	\$ 19.02	\$ 14.27	\$ 4.76	\$ 211.50	\$ 158.62	\$ 52.87

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, 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.

17



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)

September 2, 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 Srvs Const, 2028 Fin							\$ 6.24	\$ 4.68	\$ 1.56
											\$ 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 Srvs Const, 2028 Fin							\$ 7.14	\$ 5.35	\$ 1.78
											\$ 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.	Jul-25 Dec-25	Prof Srvs Const, 2028 Fin							\$ 5.83	\$ 4.37	\$ 1.46
											\$ 59.82	\$ 44.87	\$ 14.96
6.	McCluskey Facilities Final Design Services & Bidding Assist Scope: Final designs for McCluskey Intake Pumping Station, Biota WTP, and McCluskey 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 Srvs	\$ 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 Srvs Prof Srvs Const				\$ 0.40	\$ 0.30	\$ 0.10			



RED RIVER VALLEY
WATER SUPPLY PROJECT



2025 to 2027 Biennium Work Plan

September 2, 2025

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

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 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.	Sep-25	Prof Svcs				\$ 0.69	\$ 0.52	\$ 0.17			
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			

Annex V
25-192



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)

September 2, 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 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.	Oct-25	Prof Svcs				\$ 0.60	\$ 0.45	\$ 0.15			
	Contingency 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.	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	\$ 0.93	\$ 0.70	\$ 0.23	\$ 0.44	\$ 0.33	\$ 0.11	\$ 14.43	\$ 10.83	\$ 3.61
TOTAL PROGRAM BUDGET					\$ 19.43	\$ 14.57	\$ 4.86	\$ 9.20	\$ 6.90	\$ 2.30	\$ 244.70	\$ 183.53	\$ 61.18

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.

20

20

**RRVWSP MEMORANDUM OF COMMITMENT
AND NOMINATION**

THIS RED RIVER VALLEY WATER SUPPLY PROJECT ("RRVWSP" or "Project") MEMORANDUM OF COMMITMENT AND NOMINATION (this "MOC"), dated September 16, 2025 (the "Effective Date"), by and between Traill 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 ____ cfs. Of this amount, Participant anticipates that its nomination would include ____ annually for domestic needs and ____ 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.

PARTICIPANT

Trail County

By: Thomas Eblen

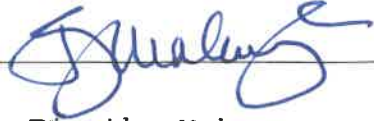
Name: Thomas Eblen

Title: Trail County Commission Chairperson

Date: 9-16-25

LAKE AGASSIZ WATER AUTHORITY

By:



Name:

Timothy Mahoney

Its:

Chair

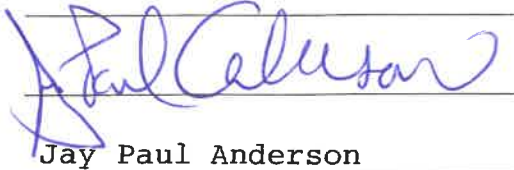
Date:

10-14-25

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

GARRISON DIVERSION CONSERVANCY DISTRICT

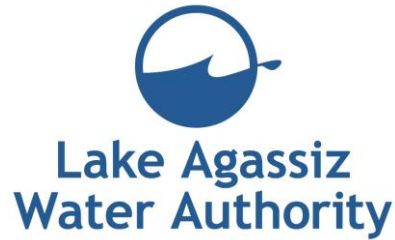
By:



Name: Jay Paul Anderson

Title: Chairman

Date: September 25, 2025



Resolution of Condolences Honoring the Life and Legacy of John “Jack” Hancock

WHEREAS, the Lake Agassiz Water Authority mourns the passing of John “Jack” Hancock of Gilby, North Dakota, and

WHEREAS, Jack Hancock dedicated his life to the betterment of his community, not only as a lifelong farmer but as a tireless advocate for rural water systems across North Dakota; and

WHEREAS, Jack served with distinction on the Agassiz Water Users Board of Directors for an extraordinary 46 years (1976–2019), demonstrating unwavering commitment to ensuring access to safe and reliable water for rural communities; and

WHEREAS, Jack’s leadership extended to the state level, where he served on the Executive Board of the North Dakota Rural Water Systems Association for 18 years, including two terms as President, was recognized with the Friend of Rural Water Award (1996), the Clark Cronquist Waterline Award (2015), and the prestigious Commodore Award (2019), the highest water honor bestowed by the Governor of North Dakota; and

WHEREAS, Jack’s legacy is one of service, humility, and leadership, and his contributions have left an indelible mark on North Dakota’s water systems and the lives of countless residents;

NOW, THEREFORE, BE IT RESOLVED, that the Lake Agassiz Water Authority Board of Directors duly assembled in Fargo, in the state of North Dakota, on October 14, 2025, expresses its deepest condolences to the family of John “Jack” Hancock and honors his memory with gratitude and respect for his decades of service to water development and stewardship in North Dakota.

BE IT FURTHER RESOLVED, that this resolution be entered into the official record of the Lake Agassiz Water Authority and shared with Jack’s family as a testament to his enduring impact and the high esteem in which he is held.

Tim Mahoney, Chair
Lake Agassiz Water Authority

Duane DeKrey, Secretary
Lake Agassiz Water Authority



Resolution of Appreciation for City of Mayville

WHEREAS, the City of Mayville has been a committed member of the Lake Agassiz Water Authority (LAWA) Board, contributing to the advancement of regional water infrastructure and long-term water security for North Dakota communities; and

WHEREAS, Don Moen, representing the City of Mayville, has demonstrated steadfast leadership, thoughtful engagement, and a deep commitment to the mission of LAWA and the development of the Red River Valley Water Supply Project (RRVWSP); and

WHEREAS, the contributions of the City of Mayville have helped shape the strategic direction of the RRVWSP, ensuring that the needs of member communities are represented and that the project remains focused on delivering reliable, high-quality water to the region; and

WHEREAS, their service has exemplified the spirit of collaboration and public stewardship that is essential to the success of regional initiatives like the RRVWSP;

NOW, THEREFORE, BE IT RESOLVED, that the Lake Agassiz Water Authority Board of Directors duly assembled in Fargo, in the state of North Dakota, on October 14, 2025, hereby expresses its sincere appreciation to the City of Mayville and Don Moen for their years of dedicated service, leadership, and support of the Red River Valley Water Supply Project; and

BE IT FURTHER RESOLVED, that their contributions are recognized as instrumental to the progress of the RRVWSP and are deeply valued by the LAWA Board and its member communities.

Tim Mahoney, Chair
Lake Agassiz Water Authority

Duane DeKrey, Secretary
Lake Agassiz Water Authority

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

25-202

LAKE AGASSIZ WATER AUTHORITY

SPECIAL MEETING BOARD OF DIRECTORS

**Video Conference
October 16, 2025**

A special meeting of the Lake Agassiz Water Authority (LAWA) board of directors was held by video conference on October 16, 2025. The meeting was called to order by Chair Mahoney at 9:32 a.m.

BOARD MEMBERS PRESENT

Chair Timothy Mahoney
Vice Chair Brandon Bochenski
Director LaVonne Althoff
Director Rick Bigwood
Director Ann Broussard
Director Dave Carlsrud
Director Bernie Dardis
Director Tom Erdmann
Director Alan Idso
Director Tim Meyer
Director Jim Schmaltz
Director Travis Schmidt
Alternate Brian Reilly for Director Keith Nilson
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.

RED RIVER VALLEY WATER SUPPLY PROJECT

Interim Financing Agreement Series F

Chair Mahoney announced the purpose of this meeting is to revisit the Interim Financing Agreement Series F. This item was originally scheduled for action at the October 14 LAWA Board meeting; however, the vote was delayed to allow additional time for all Board members to review the document.

Brent Bogar, Consultant, LAWA, referenced the proposed agreement (Annex II) and presented a motion prepared for the Board's consideration regarding approval of the Interim Financing Agreement Series F and invited comments from the Board members.

Chair Mahoney asked legal counsel for clarification regarding the effective date of the debt obligation.

John Shockley, Ohnstad Twichell, stated that bond counsel for Grand Forks and Fargo expressed concern regarding the language about the irrevocability of the pledge. Therefore, he inserted language clarifying that the parties to the agreement would include the obligation within their budgets as an annual appropriation. This reflects current practice, as each entity already includes the obligation in its budget. If, for any reason, an entity decided not to include it, the other parties would need to be notified, and such action would be considered a default under the agreement.

Chair Mahoney asked who would make up for the shortfall in the event of a default.

Mr. Shockley replied, under the current agreement, if a default occurs, the Bank of North Dakota, Garrison Diverison and the other parties could potentially bring suit to enforce the contract. He noted this is similar to any other contractual obligation entered into by a member entity.

Chair Mahoney called for a motion, noting there were no further questions.

Motion by Director Broussard to approve the Interim Financing Agreement Series F, in substantially the form presented to the LAWA Board today, with any text changes deemed legally necessary and approved by Counsel for LAWA and the Chair. Second by Director Carlsrud. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Broussard, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Schmaltz and Schmidt. Alternates voting aye: Reilly. Those voting nay: none. Motion carried.

Chair Mahoney asked Jay Anderson, Chairman, Garrison Diversion, if the Garrison Diversion Board would be acting on Series F at its meeting on October 17.

Mr. Anderson said that is correct.

The meeting adjourned at 9:37 a.m.

Timothy Mahoney, Chair

Duane DeKrey, Secretary

REGISTRATION

Special LAWA Board Meeting
Video Conference
October 16, 2025

NAME	ORGANIZATION
<i>David Schaper</i>	<i>LAWA</i>
<i>Quinn O. Key</i>	GDCD
<i>Ja/Paul Anderson</i>	GDCD
<i>Greg Bischoff</i>	GDCD
<i>Jeff LeDoux</i>	"
<i>Mani M. L.</i>	GDCD
John Dingess	City of Fargo
Brent Bogar	LAWA
Bruce Grubb	City of Fargo
Ken Vein	Garrison Diversion
Marc Prtichard	City of Moorhead
John Shockley	Ohnstad Twichell
Brian Johnson	East Grand Forks Water & Light
Dan Gaustad	City of Grand Forks
Dave Anderson	Garrison Diversion
Ian McLean	City of Fargo
Keith Mykleseth	East Grand Forks Water & Light
Kevin Hullet	Bank of North Dakota
Kristina Dick	City of Lisbon
Don Lingen	Southeast Water Users District
Joe Zauner	American Pipe
Katie Schmidt	Ohnstad Twichell
Kurt Ronnekamp	Black & Veatch
Pat Fridgen	Dept of Water Resources
Shawn Gaddie	Advanced Engineering
Tami Norgard	Vogel Law Firm
Todd Feland	City of Grand Forks

Kimberly Cook
Kip Kovar

Garrison Diversion
31 Garrison Diversion

**INTERIM FINANCING AGREEMENT
SERIES F**

**BY AND BETWEEN
GARRISON DIVERSION CONSERVANCY DISTRICT
AND
LAKE AGASSIZ WATER AUTHORITY
AND
CITY OF CARRINGTON, NORTH DAKOTA
AND
CITY OF COOPERSTOWN, NORTH DAKOTA
AND
CITY OF FARGO, NORTH DAKOTA
AND
CITY OF GRAND FORKS, NORTH DAKOTA
AND
CITY OF HILLSBORO, NORTH DAKOTA
AND
CITY OF MAYVILLE, NORTH DAKOTA
AND
CITY OF VALLEY CITY, NORTH DAKOTA
Dated as of October ____, 2025**

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETATION	3
SECTION 1.01 DEFINITIONS.....	3
SECTION 1.02 INTERPRETATION.....	4
ARTICLE II. CONSTRUCTION CONTEMPLATED	5
SECTION 2.01 INTENT	5
SECTION 2.02 MEMBER ENTITY REPRESENTATIVE AND POINT OF CONTACT	5
SECTION 2.03 PROJECT GENERALLY	5
SECTION 2.04 CONTRACT INPUT	5
ARTICLE III. COST SHARE COMPONENTS	6
SECTION 3.01 COST SHARE FOR 2025-2027 BIENNIUM BUDGET	6
SECTION 3.02 INITIAL COST RESPONSIBILITY	6
SECTION 3.03 GARRISON DIVERSION WILL OBTAIN LOAN FOR LOCAL PROJECT COST.....	6
SECTION 3.04 PAYMENT BY MEMBER ENTITIES.	6
SECTION 3.05 REFUNDING	7
SECTION 3.06 PROJECT RISKS.....	7
SECTION 3.07 ASSIGNMENT	7
ARTICLE IV. FINANCING AND INVOICING	7
SECTION 4.01 FINANCING ADMINISTRATION	7
SECTION 4.02 SEPARATE PROJECT FUND	7
SECTION 4.03 INVOICES AND PAYMENT.....	8
SECTION 4.04 DISPUTE	8
SECTION 4.05 2021-2023 BIENNIUM CREDIT AGREEMENT	8
ARTICLE V. TERMINATION AND STAY.....	8
SECTION 5.01 TERM	8
SECTION 5.02 TERMINATION BY MUTUAL AGREEMENT	9
ARTICLE VI. MISCELLANEOUS.....	9
SECTION 6.01 ENTIRE AGREEMENT	9
SECTION 6.02 NOTICE	9
SECTION 6.03 GOVERNING LAW	10
SECTION 6.04 SEVERABILITY.....	10
SECTION 6.05 MODIFICATIONS.....	10
SECTION 6.06 BINDING EFFECT.....	10
SECTION 6.07 REPRESENTATION	10
SECTION 6.08 HEADINGS.....	10
SECTION 6.09 REPRESENTATION OF AUTHORITY	10
SECTION 6.10 FORCE MAJEURE	11
SECTION 6.11 COUNTERPARTS; ELECTRONIC SIGNATURES	11
SIGNATURE PAGES	S-1 THROUGH S-9
 EXHIBIT A – 2025-2027 BUDGET FEATURES	
EXHIBIT B – LOCAL COST SHARE DISTRIBUTION	

INTERIM FINANCING AGREEMENT, SERIES F

THIS INTERIM FINANCING AGREEMENT, SERIES F (the “Series F Agreement”), is entered this _____ day of _____, 2025 (the “Effective Date”), by and between GARRISON DIVERSION CONSERVANCY DISTRICT, a governmental agency, body politic and corporate of the State of North Dakota (“Garrison Diversion”); LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate of the State of North Dakota (“LAWA”); CITY OF CARRINGTON, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Carrington”); CITY OF COOPERSTOWN, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Cooperstown”); CITY OF FARGO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Fargo”); CITY OF GRAND FORKS, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Grand Forks”); CITY OF HILLSBORO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Hillsboro”); CITY OF MAYVILLE, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Mayville”); CITY OF VALLEY CITY, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Valley City”), individually, a “Party,” and collectively, the “Parties.” The seven cities identified herein will be collectively referred to as the “Member Entities.”

RECITALS

1. The State of North Dakota, acting through the legislature, enacted N.D.C.C. ch. 61-24 setting out the purposes, powers and duties of Garrison Diversion.
2. The North Dakota legislature, under N.D.C.C. § 61-24-01, has declared “necessary, that the Garrison diversion unit of the Missouri River basins project as authorized by Act of Congress approved December 22, 1944 [58 Stat. 887], and acts amendatory and supplementary thereto, be established and constructed” (the “GDU”).
3. The North Dakota Legislature, under N.D.C.C. § 61-41-02(2), has declared “the Red River Valley Water Supply Project [to be] critical to provide a dependable water supply for current and future generations in eastern North Dakota and is essential to provide for the long-term welfare, economic well-being, and quality of life for the entire state.” The Red River Valley Water Supply Project is referred to herein as the “Project.”
4. The North Dakota legislature enacted N.D.C.C. ch. 61-39 creating LAWA and setting out the powers and duties of LAWA.
5. The LAWA Board of Directors has approved and directed LAWA to proceed with a “Split Delivery” of the Project” whereby Garrison Diversion will deliver Project water via a pipeline from the Missouri River Basin to the Sheyenne River Outfall.
6. Consistent with the Split Delivery method for the Project, Garrison Diversion and LAWA will enter into future agreements relating to planning, construction, financing, operation and maintenance of the Project that shall provide for Garrison Diversion to deliver bulk water via a pipeline to LAWA at various locations including the Sheyenne River Outfall and shall provide, direct and authorize LAWA to administer the storage of Project water, connections to the Garrison

Diversions pipeline, coordinate requests for releases for Project water stored behind Baldhill Dam (and within the Lake Ashtabula reservoir), and deliver Project water to LAWA Members. Pursuant to negotiated terms in such agreements, LAWA will manage delivered Project water storage and distribution from the point of delivery from Garrison Diversion to LAWA, within and releases from Lake Ashtabula and to the Point of Diversion from LAWA to each and every one of its Members who purchase bulk water from LAWA. The Parties intend that such agreements between Garrison Diversion and LAWA shall also include a bulk water supply agreement between Garrison Diversion and LAWA for delivery of Project Water from the McClusky Canal to various locations including the Sheyenne River Outfall and into Lake Ashtabula, which will include provisions for capital repayment, operations and maintenance, permitted connections to Garrison Diversion pipeline, and replacement of Project features, among other things. The bulk water supply agreement will address aspects of either Party's role regarding filling, storage and releases of water from Lake Ashtabula. LAWA will develop water distribution contracts between LAWA and its members and will operate a Project water storage and distribution project from Lake Ashtabula and downstream to LAWA Members. Garrison Diversion will review and may provide input into the LAWA-LAWA Member agreements to confirm compatibility with overall Garrison Diversion's Project operations.

7. All parties recognize valid Thompson-Acker water rights held by Grand Forks, Fargo, West Fargo, Valley City, and Lisbon. Agreements or modifications, if any, related to these Thompson-Acker water rights will be negotiated and executed, solely and exclusively with the North Dakota Department of Water Resources and the listed rights holders above.

8. The Project features for which funds are being obtained or provided, as described in and/or pursuant to this Series F Agreement, are part of the Garrison Diversion Work Plan (see Exhibit A).

9. Garrison Diversion, LAWA, Carrington, Cooperstown, Fargo, Grand Forks, Hillsboro, Mayville, and Valley City enter this Interim Financing Agreement - Series F for the purpose of providing interim funds for the construction of the Project.

10. Through this Series F Agreement, the Parties wish to continue with the construction contemplated in the 2025-2027 Biennium Budget identified in Exhibit A, despite not having the other final agreements in place.

11. For so long as they continue to be part of the Project, the Member Entities herein agree to pay for the Local Project Cost based upon their relative proportion of water supply nominations for the Project, as a percentage of the total water supply nominations by all Member Entities, signing this Agreement. These payments are made by the Member Entities on behalf of LAWA. The Member Entities' respective payment obligations for Local Project Costs are identified on Exhibit B.

12. The Bank of North Dakota ("BND") has agreed to loan terms that include a 40 year repayment term, two percent (2%) interest, deferred payments for the Member Entities for two years from the date of closing, followed by three years of interest-only payments. The repayment and terms of this Agreement may be amended upon execution of the one or more of the agreements described in the Recitals above (as the case may be and as may be appropriate and agreed upon by

the Parties and BND), in a future Interim Financing Agreement, or through other agreements between all Parties.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, Garrison Diversion, LAWA, and Member Entities agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS. All capitalized terms used, and not otherwise defined herein, shall have the meanings given to them in this Series F Agreement.

“CFS” shall mean cubic feet per second.

“**Cooperation Agreement**” means an agreement entered into between Garrison Diversion and LAWA dated May 8, 2020, which governs the general relationship as between Garrison Diversion LAWA.

“**Debt Obligation**” means any loan, note, bond, credit facility or other security instrument issued by a party to this Series F Agreement to provide either temporary or permanent financing of the Project.

“**Interim Financing Agreement Series A**” means the Interim Financing Agreement, Series A, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

“**Interim Financing Agreement Series B**” means the Interim Financing Agreement, Series B, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

“**Interim Financing Agreement Series C**” means the Interim Financing Agreement, Series C, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated August 5, 2021.

“**Interim Financing Agreement Series D**” means the Interim Financing Agreement, Series D, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 1, 2023.

“**Interim Financing Agreement Series D – Small Systems Amendment**” means the Interim Financing Agreement, Series D – Small Systems Amendment, by and between Garrison Diversion, LAWA, City of Carrington, City of Cooperstown, City of Fargo, City of Grand Forks, City of Hillsboro, City of Mayville, and City of Valley City, dated January 1, 2025.

“**Interim Financing Agreement Series E**” means the Interim Financing Agreement, Series E, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated _____, 2025.

“Interim Financing Agreement Series F” or “Series F Agreement” shall mean this Agreement.

“Prior Interim Financing Agreements” shall mean collectively the following agreements, (i) Interim Financing Agreement Series A (ii) Interim Financing Agreement Series B (ii) Interim Financing Agreement Series C (iii) Interim Financing Agreement Series D (iv) Interim Financing Agreement Series D – Small Systems Amendment (v) Interim Financing Agreement Series E.

“Point of Diversion” means the tract of land where Project water is withdrawn or diverted.

“Project” means the Red River Valley Water Supply Project.

Section 1.02 INTERPRETATION.

(a) The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Series F Agreement. Any and all exhibits to this Series F Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person’s permitted assigns, (iii) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Series F Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Series F Agreement, and (v) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to and including.”

(b) This Series F Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Series F Agreement or some provision of it or because that Party relies on a provision of this Series F Agreement to protect itself. The Parties acknowledge and agree that this Series F Agreement has been prepared jointly by the Parties and has been the subject of arm’s length and careful negotiation, that each Party has been given the opportunity to independently review this Series F Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Series F Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Series F Agreement, this Series F Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

(c) The Parties to this Series F Agreement agree and acknowledge that this Series F Agreement is a multiparty agreement and the terms and conditions of the Cooperation Agreement do not apply to any of the Member Entities.

ARTICLE II. CONSTRUCTION CONTEMPLATED

Section 2.01 INTENT. Throughout this Series F Agreement, Garrison Diversion, subject to reimbursement from LAWA Member Entities, agrees to finance the local cost share to allow for the continued development of the 2025-2027 Biennium work plan items. The budget for the 2025-2027 Biennium work plan, with specific items to be financed through this Agreement, subject to approval under Section 2.04 of this Agreement is attached as Exhibit A. Garrison Diversion agrees and acknowledges that the LAWA, and each of the Member Entities (Carrington, Cooperstown, Fargo, Grand Forks, Hillsboro, Mayville and Valley City) have relied upon and will continue to rely upon recitals 1 through 9 of this Series F Agreement to enter into and in consideration for the performance of their respective reimbursement and payment obligations set forth in this Series F Agreement.

Section 2.02 MEMBER ENTITY REPRESENTATIVE AND POINT OF CONTACT. As generally set forth in recitals 2 and 3 of this Agreement Garrison Diversion and LAWA will work in good faith to negotiate and enter into a Bulk Water Supply Agreement and LAWA and its Member Entities will work in Good Faith to negotiate and enter into the LAWA Member Entities Water Supply Agreements and other necessary agreements as between LAWA and its Member Entities. Regardless of which member entities participate in this Series F Agreement, LAWA will be the point of contact for the users and will represent all LAWA member entities in discussions and Garrison Diversion shall provide LAWA an opportunity to participate in meetings with state, federal or local agencies. A representative of LAWA will be invited to attend all such user meetings by Garrison Diversion.

Section 2.03 PROJECT GENERALLY. The Project features for which moneys are being obtained and/or provided pursuant to this Series F Agreement identified in Exhibit A, and subject to approval under Section 2.04 of this Agreement and are to be financed, designed, built, constructed, owned, maintained, and operated by Garrison Diversion, with input and approval from LAWA under Section 2.04 of this Agreement unless and until alternative arrangements are agreed to by Garrison and LAWA. Garrison Diversion, with board approval from LAWA, may choose to use any legally authorized project delivery method to design, construct, own, maintain, and/or operate the construction features, as agreed under the terms of this, past and future agreements.

Section 2.04 CONTRACT INPUT. Garrison Diversion will present all draft contracts and all consultant task orders to LAWA for review, input, and approval from the LAWA Board of Directors on the terms of the agreements and financial considerations. Commencing upon the effective date of this Agreement, Garrison Diversion shall provide to LAWA the following reports each and every month of this agreement; (i) a project schedule for the GD Project Portion showing activities, duration and sequencing for the planning, design and construction of each and every element of the GD Portion of the Project; (ii) a detailed cost breakdown of any and all GD Project Portion expenses for each month including, but not limited to contractor payments, consultant payments, attorneys fees and all other expenses in a form acceptable to LAWA's Representative.

ARTICLE III. COST SHARE COMPONENTS

Section 3.01 COST SHARE FOR 2025-2027 BIENNIUM BUDGET. The North Dakota Legislature provided a grant for the Project during the 2025-2027 Biennium that authorized a budget of \$205 million in State funding, subject to a seventy-five percent (75%) state cost share of eligible costs, with the remainder paid by local entities. Garrison Diversion will obtain LAWA's approval of task orders that will obligate local cost share payments under this Section. After obtaining LAWA's approval of such task orders and construction contracts, Garrison Diversion will diligently pursue the work contemplated thereunder. Garrison Diversion will manage the contracts and consultants for the approved task orders and construction contracts under this Series F Agreement. Garrison Diversion will initially pay all related costs, subject to seventy five percent (75%) reimbursement from the State. The Local Project Cost will consist of the local 25% cost share of reimbursable costs plus any non-reimbursable costs.

Section 3.02 INITIAL COST RESPONSIBILITY. This Series F Agreement solely addresses the Parties' responsibilities for their share of the costs associated with and limited to the specific categories identified in Exhibit A through the later of (1) June 30, 2027, if budgeted funds are expended by that date or (2) thereafter if the completion of the scope of work extends beyond that date and so long as there are budgeted funds available to complete the approved budget items

Section 3.03 GARRISON DIVERSION WILL OBTAIN LOAN FOR LOCAL PROJECT COST. As set forth herein, Garrison Diversion shall be responsible for initially financing the Local Project Costs. To pay for the Local Project Costs, Garrison Diversion will obtain a loan from the Bank of North Dakota. The legislatively authorized repayment terms of the Bank of North Dakota financing will include a forty (40) year loan repayment term, two percent (2%) interest rate, a 2-year deferral period upon closing of the loan, and 3 year repayment of interest only in years 3 through 5 after the closing of the loan, and a period of shaped principal and interest in years 6-40 of loan repayment. The Parties understand and agree that the Member Entities will pay their pro rata share of Garrison Diversion's cost of financing and debt service on the financing as part of their payment obligations to Garrison Diversion, details of which will be included in the BND loan package.

Section 3.04 PAYMENT BY MEMBER ENTITIES. The Member Entities will each reimburse Garrison Diversion for their proportion of Local Project Costs, subject to the maximums identified in Exhibit B, plus any debt service and financing costs. Each Member Entity agrees to reimburse and pay its pro rata percent of each loan payment from legally available revenues, provided that, commencing October 1, 2026, each Member Entity's governing body must decide by October 7th of each year of this Series F Agreement to non-appropriate funds for this obligation and give all Parties notice to all pursuant to Section 6.02 of this Series F Agreement by October 15th of each year of this agreement. An event of non-appropriation under this section 3.04, shall be deemed a default under this Series F Agreement. Each Member Entity will reimburse and pay to Garrison Diversion its pro rata percent of each loan payment at least 10 business days in advance of Garrison Diversion's loan payment due date. All payments made by Member Entities will be deemed to be made on behalf of LAWA and will meet the Member Entity's individual contribution requirements for Local Project Costs on behalf of LAWA. Member Entities do not have the authority to seek reimbursement from the other LAWA member entities for the funds they pay pursuant to this Series F Agreement, but the payments will be used to offset each Member Entity's

contribution obligations when the funding responsibilities are trued-up amongst all Project participants under the future Garrison Diversion Water Supply Agreement and/or the LAWA and LAWA Members Water Supply Agreement, as the case may be. All Member Entities' and Garrison Diversion's advance payments on behalf of LAWA's members in this and past Interim Financing Agreements will be equitably reallocated to all participating LAWA member entities based upon their final nominations under the future Garrison Diversion Water Supply Agreement and/or the LAWA and LAWA Members Water Supply Agreement, as the case may be. The amount subject to reallocation will include Local Project Costs and prorated financing costs referenced in Section 3.03.

Section 3.05 REFUNDING. Member Entities agree that the funds they pay pursuant to this Series F Agreement are non-refundable in any and all cases except in the event Garrison Diversion does not award a contract for the construction of the infrastructure described in Exhibit A. If no construction contract is issued or if the Project is delayed indefinitely, as determined by Garrison Diversion and LAWA, Garrison Diversion will return any remaining unused funds remitted to Member Entities in proportion to the amounts each paid.

Section 3.06 PROJECT RISKS. The Parties acknowledge and agree that 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. This includes, by way of illustration and not limitation, the following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA, and/or the Garrison Diversion; (iv) environmental risks; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approvals, Federal permits, or additional Federal environmental review; (vii) the Federal Government's decision regarding any permitting or approvals required for the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; (ix) climate change and variability; and (x) political interference at the local, state, federal, or tribal level. That said, any increase in the identified budgeted costs would require approval of the LAWA Board and Garrison Diversion.

Section 3.07 ASSIGNMENT. This Series F Agreement (and any interest herein or hereunder) may not be assigned, transferred, pledged, hypothecated, or encumbered without the prior written consent of the other Parties.

ARTICLE IV. FINANCING AND INVOICING

Section 4.01 FINANCING ADMINISTRATION. Garrison Diversion will lead planning, design, construction, operation and maintenance of the items that are subject to this Series F Agreement and approved pursuant to Section 2.04 of this Agreement. Garrison Diversion will advance funds for the initial work, subject to reimbursement from the State and LAWA through Member Entities. Member Entities will use whatever sources of funds are available to them to make payments, with no expectation that they will issue Debt Obligations.

Section 4.02 SEPARATE PROJECT FUND. Garrison Diversion has a Project Fund for the financial administration of the items that are subject to this Series F Agreement and approved pursuant to Section 2.04 of this Agreement. The Project Fund is a separate fund used by Garrison Diversion only to pay costs and expenses that, under accepted accounting practices, constitute costs necessarily incurred to construct the items that are subject to this Series F Agreement and

approved pursuant to Section 2.04 of this Agreement, including but not limited to land, easements, buildings, structures, administration costs, office space, vehicle costs, and all other costs related to Project implementation, along with machinery and equipment, and the cost of all architectural, engineering, legal and other professional services, printing and publication, and other costs reasonable, necessary, and incidental thereto, including issuance costs as it relates to the work contemplated under this Series F Agreement.

Section 4.03 INVOICES AND PAYMENT. If any contractor invoices are due prior to the Bank of North Dakota loans being funded, Garrison Diversion will pay the contractor invoice and remit the same to Member Entities for payment of their respective share of each invoice. The amount included in invoices will not exceed the respective maximum amounts included on Exhibit B. Subject to any dispute by Member Entities, each will remit payment on an invoice for any undisputed balance within thirty (30) calendar days after receiving an invoice.

Section 4.04 DISPUTE. For the purposes of this Series F Financing Agreement only, and not for purposes of amendment of any past agreements, the following dispute resolution process will apply. If a Member Entity and/or LAWA disputes any portion of a Garrison Diversion invoice, any undisputed portion of the invoice must be paid within thirty (30) days of the receipt of invoice. For any portion of an invoice in dispute, the disputing party must provide an explanation in writing regarding the specific basis of the dispute. Garrison Diversion will review the explanation and provide a written response within thirty (30) days of the receipt of the disputing party's explanation. If the Parties' staff members are unable to help the Parties reach consensus, representatives of each Party will meet and negotiate, in good faith, to resolve the dispute, including to participate in mediation. If the dispute is not resolved through this good faith negotiation and/or mediation, then the disputing Member Entity(ies) and/or LAWA or Garrison Diversion may seek review and determination by court of competent jurisdiction to resolve the dispute.

Section 4.05 2021-2023 BIENNIUM CREDIT AGREEMENT. The Parties agree that the financing arrangements set forth in the 2021-2023 Biennium Credit Agreement shall remain in full force and effect. The Parties intend that the 2021-2023 Biennium Credit Agreement and the financing arrangements set forth in this Series F Agreement shall remain in effect until the Parties enter into the Garrison Diversion Water Supply Agreement and/or the LAWA and LAWA Members Water Supply Agreement or as otherwise agreed to in a future interim financing agreement. Provided, the 2021-2023 Biennium Credit Agreement shall remain in full force and effect until terminated in accordance with Section 2.07 of the 2021-2023 Biennium Credit Agreement. The parties agree that Bank of North Dakota's rights as a third-party beneficiary, as set forth in Section 3.01 of the 2021-2023 Biennium Credit Agreement, shall remain in full force and effect.

ARTICLE V. TERMINATION AND STAY

Section 5.01 TERM. This Series F Agreement will be valid through June 30, 2027, or until the funds authorized and approved hereunder are spent on the identified construction expenses, whichever occurs later, provided that any and all outstanding payments due and owing by Member Entities at the time of termination of this Series F Agreement, which have not been reallocated pursuant to further agreements and any associated long-term financing documents, will

not be terminated but are subject to the payment terms of this Series F Agreement and upon such payment the Member Entities' responsibilities to make payments hereunder will terminate.

Section 5.02 TERMINATION BY MUTUAL AGREEMENT. The Parties may mutually agree, in writing, to terminate this Series F Agreement. Any and all payments due and owing by Member Entities at the time of termination of this Series F must be fully paid before the Member Entities' responsibility to make payments hereunder will terminate.

ARTICLE VI. MISCELLANEOUS

Section 6.01 ENTIRE AGREEMENT. This Series F Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof, and this Series F Agreement supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to the subject matter of this Interim Financing Agreement Series F.

Section 6.02 NOTICE. All notices under this Series F Agreement will be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:

If to Garrison Diversion: General Manager
Garrison Diversion Conservancy District Headquarters
PO Box 140
Carrington, ND 58421

If to LAWA: LAWA Board Chair and Brent Bogar
Lake Agassiz Water Authority
PO Box 140
Carrington, ND 58421

If to Carrington: Attn: City Auditor
103 10th Ave N
PO Box 501
Carrington, ND 58421

If to Cooperstown: Attn: City Auditor
611 9th St NE
PO Box 712
Cooperstown, ND 58425

If to Fargo: City Administrator
Fargo City Hall
225 4th St. N
Fargo, ND 58102

If to Grand Forks: City Administrator
Grand Forks City Hall
255 N 4th St.
Grand Forks, ND 58203

If to Hillsboro: Attn: City Auditor
9 South Main Street
P.O. Box 400
Hillsboro, ND 58045

If to Mayville: Attn: City Auditor
21 1st St NE
Mayville, ND 58257

If to Valley City: Attn: City Auditor
254 2nd Avenue NE
Valley City, ND 58072

Section 6.03 GOVERNING LAW. This Series F Agreement shall be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Series F Agreement shall be venued in Cass County in the State of North Dakota, and the Parties waive any objection to personal jurisdiction.

Section 6.04 SEVERABILITY. Each provision, section, sentence, clause, phrase, and word of this Series F Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Series F Agreement.

Section 6.05 MODIFICATIONS. Any modifications or amendments to this Series F Agreement must be in writing and signed by all Parties to this Series F Agreement.

Section 6.06 BINDING EFFECT. This Series F Agreement shall be for the benefit of, and may be enforced only by, the Parties and is not for the benefit of, and may not be enforced by any third party.

Section 6.07 REPRESENTATION. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Series F Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

Section 6.08 HEADINGS. Headings in this Series F Agreement are for convenience only and will not be used to interpret or construe its provisions.

Section 6.09 REPRESENTATION OF AUTHORITY. Each Party signing this Series F Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Series F Agreement and that the Series F Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Section 6.10 FORCE MAJEURE. A Party shall not be held responsible for any delay or failure in performance of any part of this Series F Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected Party will notify the other Parties in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a Party's performance is delayed for a period exceeding thirty (30) days from the date the other Parties receive notice under this section, the non-affected Parties will have the right, without any liability to the other Parties, to terminate this Series F Agreement. Ongoing litigation and any construction injunction do not qualify as force majeure events.

Section 6.11 COUNTERPARTS; ELECTRONIC SIGNATURES. This Series F Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by docu-sign, by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, Garrison Diversion, LAWA, and Member Entities caused this Series F Agreement to be executed.

(Remainder of page intentionally left blank.)

Signature Page for the Garrison Diversion Conservancy District

The governing body of the Garrison Diversion Conservancy District approved this Series F Agreement on the _____ day of _____, 2025.

GARRISON DIVERSION
CONSERVANCY DISTRICT, a
governmental agency, body politic and
corporate

By: _____
Jay Anderson, Chair

ATTEST:

Secretary

Signature Page for the Lake Agassiz Water Authority

The governing body of the Lake Agassiz Water Authority approved this Series F Agreement on the _____ day of _____, 2025.

LAKE AGASSIZ WATER AUTHORITY, a
governmental agency, body politic and
corporate

By: _____
Dr. Timothy Mahoney, Chair

ATTEST:

Secretary

Signature Page for Carrington

The governing body of the City of Carrington approved this Series F Agreement on the ____ day of ____, 2025.

City of Carrington, a governmental agency,
body politic and corporate.

By: _____

ATTEST:

Secretary

Signature Page for Cooperstown

The governing body of the City of Cooperstown approved this Series F on the ____ day of _____, 2025.

City of Cooperstown, a governmental
agency, body politic and corporate.

By: _____

ATTEST:

Secretary

Signature Page for the City of Fargo

The governing body of the City of Fargo approved this Series F Agreement on the _____ day
of _____, 2025.

City of Fargo, a governmental agency, body
politic and corporate

By: _____
Dr. Timothy Mahoney, Mayor

ATTEST:

Secretary

Signature Page for the City of Grand Forks

The governing body of the City of Grand Forks approved this Series F Agreement on the _____ day of _____, 2025.

City of Grand Forks, a governmental
agency, body politic and corporate

By: _____
Brandon Bochenski, Mayor

ATTEST:

Secretary

Signature Page for Hillsboro

The governing body of the City of Hillsboro approved this Series F Agreement on the ____ day of ____, 2025.

City of Hillsboro, a governmental agency,
body politic and corporate.

By: _____

ATTEST:

Secretary

Signature Page for Mayville

The governing body of the City of Mayville approved this Series F Agreement on the ____ day of ____, 2025.

City of Mayville, a governmental agency,
body politic and corporate.

By: _____

ATTEST:

Secretary

Signature Page for Valley City

The governing body of the City of Valley City approved this Series F Agreement on the ____ day of ____, 2025.

City of Valley City, a governmental agency,
body politic and corporate.

By: _____

ATTEST:

Secretary

EXHIBIT A **2025-2027 Biennium Budget Features**







2025 to 2027 Biennium Work Plan

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

September 2, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Biennium 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 GDCCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP.	--	GDCCD				\$ 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 \$ 64.26	\$ 4.68 \$ 48.20	\$ 1.56 \$ 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							\$ 7.14 \$ 73.78	\$ 5.35 \$ 55.34	\$ 1.78 \$ 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. 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 \$ 59.82	\$ 4.37 \$ 44.87	\$ 1.46 \$ 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			





2025 to 2027 Biennium Work Plan

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

September 2, 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 site. Need: Prepare site and ready it for future construction of the biota water treatment plant.		Apr-26	Const							\$ 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.			Prof Svcs Const									
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.	Sep-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)

September 2, 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 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.	Oct-25	Prof Svcs				\$ 0.60	\$ 0.45	\$ 0.15			
16.	Contingency 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.	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	GDCCD	\$ 0.93	\$ 0.70	\$ 0.23	\$ 0.44	\$ 0.33	\$ 0.11	\$ 14.43	\$ 10.83	\$ 3.61
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.

EXHIBIT B
Local Project Cost Distribution

Legislatively Approved State Grant: \$205,000,000 million

Local Cost Share Required: \$68,333,333.33 million

Local Cost Responsibility:

Series F - Loan Principal Allocation Summary		
Exhibit B		
7/16/2025		
Participants	Systems Allocation Percentage	Series F - Total Principal
Carrington / Carrington JDA	0.8050%	\$ 550,049.22
Cooperstown	0.5183%	354,180.45
Hillsboro	1.1948%	816,473.55
Mayville	1.1948%	816,473.55
Valley City	5.4507%	3,724,656.50
Grand Forks / East Grand Forks	16.1325%	11,023,898.38
Fargo / West Fargo / Cass Rural	74.7038%	51,047,601.67
Total	100.0000%	\$68,333,333.33



Income	Budget 2025	Actual as of 10.31.25	Balance of Budget
Dues Income	\$ 35,000.00	\$ 34,700.00	\$ 300.00
Miscellaneous	\$ 99.00	\$ 20,605.50	\$ (20,506.50)
Cost Share-Interim Finance	\$ 6,945.00	\$ 4,481.48	\$ 2,463.52
Total Income	\$ 42,044.00	\$ 59,786.98	\$ (17,742.98)
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	\$ 461.00	\$ 89.00
Construction	\$ -	\$ -	\$ -
Engineering	\$ 6,945.00	\$ 4,390.01	\$ 2,554.99
Property Acquisition/Easements	\$ -	\$ -	\$ -
Admin Expense	\$ 250.00	\$ 83.46	\$ 166.54
Legal/Prof Serv	\$ 358,000.00	\$ 251,001.84	\$ 106,998.16
Ohnstad Twichell, P.C.	\$ 137,982.00	\$ 119,876.27	\$ 18,105.73
AE2S	\$ 181,768.00	\$ 92,619.32	\$ 89,148.68
Garrison Diversion - BHFS	\$ 30,750.00	\$ 31,006.25	\$ (256.25)
Garrison Diversion - Effertz Law	\$ 7,500.00	\$ 7,500.00	\$ -
Total Expenses	\$ 372,245.00	\$ 262,256.31	\$ 109,988.69

Bank Activity

Beginning Bank Balance 1-1-25	\$ 251,616.13
Income Received	\$ 59,786.98
Bank Fees	\$ (196.08)
Total Funds Available	\$ 311,207.03

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
Check #1287 Garrison Diversion(BHFS/Bernhardt)	\$ 7,751.56
Check #1288 Insure Forward	\$ 461.00
Check #1289 Ohnstad Twichell	\$ 31,162.00
Check #1290 Ohnstad Twichell	\$ 13,722.50
Check #1291 Ohnstad Twichell	\$ 10,068.50
Check #1292 Garrison Diversion(Bernhardt)	\$ 7,879.69
Total Expenses	\$ 262,256.31

Ending Bank Balance \$ 48,950.72

OhnstadTwichell

attorneys

Offices in North Dakota
West Fargo, Hillsboro,
Casselton, Page, Maddock

August 29, 2025

LAKE AGASSIZ WATER AUTHORITY
C/O CITY OF FARGO
200 3RD ST N
FARGO, ND 58102

Billing Through: 08/20/2025

RE: GENERAL

Invoice #: 204992

Balance Forward:	\$31,162.00
Payments & Credits Applied Since Last Invoice:	\$0.00
Fees Incurred Since Last Invoice:	\$13,722.50
Expenses Incurred Since Last Invoice:	\$0.00

Balance This Invoice: ✓ \$13,722.50 B6

LAWA Legal Support

TOTAL OUTSTANDING BALANCE DUE:	\$44,884.50
--------------------------------	-------------

Pd ✓ 1290

LAKE AGASSIZ WATER AUTHORITY

401 HIGHWAY 281 NE
CARRINGTON, ND 58421
(701) 652-3194

1290

75-1041/960

PAY
TO THE
ORDER OF Christad Trichell

DATE 9/15/2025

Thirteen thousand seven hundred twenty two +

\$ 13,722 ⁵⁰/₁₀₀

DOLLARS  Security Feature
Inkjet or Laser

 **BremerBank**

807 Main Street
Carrington, ND 58421 • 701-652-3127
1-800-908-BANK • Bremer.com

FOR legal

[Signature]
Meri Maciel

⑈001290⑈ ⑆096010415⑆ 08618198⑈

OhnstadTwichell

attorneys

Offices in North Dakota
West Fargo, Hillsboro,
Casselton, Page, Maddock

September 30, 2025

LAKE AGASSIZ WATER AUTHORITY
C/O CITY OF FARGO
200 3RD ST N
FARGO, ND 58102

Billing Through: 09/21/2025

RE: GENERAL

Invoice #: 206585

Balance Forward:	\$44,884.50
Payments Applied Since Last Invoice:	-\$44,884.50
Fees Incurred Since Last Invoice:	\$10,068.50
Expenses Incurred Since Last Invoice:	\$0.00
Balance This Invoice:	\$10,068.50

TOTAL OUTSTANDING BALANCE DUE:

✓ \$10,068.50

B67

LAWA Legal Support

Pd ✓ 1291

LAKE AGASSIZ WATER AUTHORITY

401 HIGHWAY 281 NE
CARRINGTON, ND 58421
(701) 652-3194

1291

PAY
TO THE
ORDER OF

Chrystal Twichell

DATE 10/8/2025

75-1041/960

Ten thousand sixty-eight + 00

\$ 10,068.00

DOLLARS

 Security Features
Detailed on Back.

 Bremer Bank

807 Main Street
Carrington, ND 58421 • 701-652-3127
1-800-908-BANK • Bremer.com

FOR

Legal


Chrystal Twichell

MP

⑈001291⑈ ⑆096010415⑆ 08618198⑈



Invoice

October 8, 2025

GARRISON DIVERSION
CONSERVANCY DISTRICT
P.O. Box 140
CARRINGTON, N.D. 58421
(701) 652-3194
gdcd@gdcd.org
www.garrisondiversion.org

From:

Garrison Diversion Conservancy District
P.O. Box 140
Carrington, ND 58421

To:

Lake Agassiz Water Authority
P.O. Box 140
Carrington, ND 58421

Brownstein, Hyatt Farber-Schreck-Strategic Counseling

The Bernhardt Group LLC

25% Cost Share July 2025	\$ 2,626.56
25% Cost Share August 2025	\$ 2,626.56
25% Cost Share Sept 2025	\$ 2,626.56
	<u>\$ 7,879.69</u>

Please make check payable to:

Garrison Diversion Conservancy District
P.O. Box 140
Carrington, ND 58421

Mm

pd ✓ 1292

LAKE AGASSIZ WATER AUTHORITY

401 HIGHWAY 281 NE
CARRINGTON, ND 58421
(701) 652-3194

1292

75-1041/960

PAY
TO THE
ORDER OF

DATE 10/10/25

Parison Division Conservancy District

\$ 7,879.00

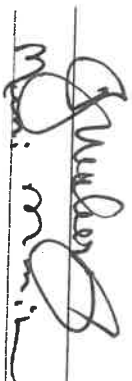
DOLLARS

 Security Features
Details on Back.

 BremnerBank

807 Main Street
Carrington, ND 58421 • 701-652-3127
1-800-908-BANK • Bremner.com

FOR



MP

⑈001292⑈ ⑈096010415⑈ 08618198⑈



Budget 2025 Rv2			
Income	Budget	Revision	Revised Budget
Dues Income	\$ 35,000.00		\$ 35,000.00
Miscellaneous	\$ 99.00	\$ 140,000.00	\$ 140,099.00
Cost Share-Interim Finance	\$ 6,945.00	\$ -	\$ 6,945.00
Total Income	\$ 42,044.00	\$ 140,000.00	\$ 182,044.00
Expenses			
Dues Expenses	\$ 6,500.00	\$ -	\$ 6,500.00
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	\$ 6,945.00		\$ 6,945.00
Property Acquisiton/Easements	\$ -	\$ -	\$ -
Admin Expense (Misc/Bank fees)	\$ 250.00		\$ 250.00
Adm/Legal/Financial	\$ 358,000.00	\$ 50,256.25	\$ 408,256.25
Ohnstad Twichell, P.C.	\$ 137,982.00	\$ 50,000.00	\$ 187,982.00
AE2S	\$ 181,768.00		\$ 181,768.00
Garrison Diversion - BHFS	\$ 30,750.00	\$ 256.25	\$ 31,006.25
Garrison Diversion - Effertz Law	\$ 7,500.00	\$ -	\$ 7,500.00
Total Expenses	\$ 372,245.00	\$ 50,256.25	\$ 422,501.25

Anticipated Bank Activity	Current	Revised
Beginning Bank Balance 1-1-25	\$ 251,616.13	\$ 251,616.13
Income Budget	\$ 42,044.00	\$ 182,044.00
Expense Budget	\$ 372,245.00	\$ 422,501.25
Anticipated Bank Balance 12-31-25	\$ (78,584.87)	\$ 11,158.88



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	\$ 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	\$ 34,700.00

JANUARY - OCTOBER 2025
MONTHLY BILLING REPORT
RED RIVER VALLEY WATER SUPPLY PROJECT



PROGRAM BILLING SUMMARY

Firm Name / Task Order Name	January	February	March	April	May	June	July	August	September	October	FIRM TOTALS	
Black & Veatch Corporation	\$ 690,230.60	\$ 668,273.32	\$ 608,791.09	\$ 754,257.27	\$ 737,491.87	\$ 665,304.31	\$ 641,608.03	\$ 796,669.05	\$ 553,539.02	\$ 630,192.89	\$ 6,746,357.45	49.1%
Advanced Engineering and Enviormental Services, LLC	\$ 382,593.65	\$ 447,090.45	\$ 420,537.27	\$ 427,332.32	\$ 494,175.34	\$ 343,480.67	\$ 385,219.62	\$ 623,022.48	\$ 547,635.35	\$ 515,550.79	\$ 4,586,637.94	33.4%
Materials Testing Services, LLC	\$ -	\$ 98,280.00	\$ 425,011.00	\$ 16,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 539,391.00	3.9%
Burian & Associates, LLC	\$ 129,671.79	\$ 79,361.61	\$ 49,908.97	\$ 51,102.86	\$ 56,532.37	\$ 54,098.15	\$ 45,457.65	\$ 8,434.98	\$ -	\$ 17,977.65	\$ 492,546.03	3.6%
Ulteig Engineers, Inc.	\$ 26,865.56	\$ 580.00	\$ 22,086.98	\$ 11,948.50	\$ -	\$ 9,380.50	\$ 6,167.50	\$ 2,155.75	\$ 14,466.33	\$ 9,680.50	\$ 103,331.62	0.8%
Prairie Soil Consulting, LLC	\$ 4,460.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,673.13	\$ -	\$ -	\$ 25,133.69	0.2%
American Engineering Testing, Inc.	\$ 2,040.00	\$ -	\$ 1,015.00	\$ 4,150.00	\$ 9,725.50	\$ 2,647.00	\$ 7,096.00	\$ 8,623.00	\$ -	\$ 42,621.35	\$ 77,917.85	0.6%
Veteran Testing and Inspecting, LLC	\$ 4,350.00	\$ -	\$ -	\$ -	\$ -	\$ 5,556.00	\$ 12,880.00	\$ 10,166.00	\$ 14,723.00	\$ 9,243.00	\$ 56,918.00	0.4%
Material Testing Consultants, Inc.	\$ 518.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 518.00	0.0%
Braun Intertec Corporation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,509.25	\$ 3,132.25	\$ 3,882.25	\$ 2,288.00	\$ 6,622.75	\$ 24,434.50	0.2%
Accurate Inspections, LLC	\$ -	\$ -	\$ -	\$ 3,314.20	\$ -	\$ 11,144.60	\$ 17,774.18	\$ -	\$ -	\$ 7,390.79	\$ 39,623.77	0.3%
Wilson Water Group, LLC	\$ 1,275.00	\$ -	\$ -	\$ 3,315.00	\$ 6,895.00	\$ 5,025.00	\$ 5,695.00	\$ 382.50	\$ -	\$ -	\$ 22,587.50	0.2%
DocuSign, Inc.	\$ -	\$ 3,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300.00	0.0%
Stantec Consulting Services, Inc.	\$ -	\$ 34,819.85	\$ -	\$ -	\$ -	\$ -	\$ 20,339.04	\$ 39,046.29	\$ 97,705.07	\$ 24,246.89	\$ 216,157.14	1.6%
Moore Engineering, Inc.	\$ 5,242.42	\$ -	\$ 2,675.00	\$ -	\$ 25,732.40	\$ 105,775.97	\$ 46,570.30	\$ 52,901.00	\$ -	\$ 127,447.82	\$ 366,344.91	2.7%
Houston Engineering, Inc.	\$ 14,448.00	\$ -	\$ 19,052.00	\$ 5,887.00	\$ -	\$ 30,756.50	\$ 1,316.00	\$ -	\$ -	\$ -	\$ 71,459.50	0.5%
Apex Engineering Group	\$ 26,029.00	\$ 65,822.00	\$ 47,961.00	\$ 87,514.00	\$ 82,979.50	\$ 31,391.00	\$ 11,571.50	\$ 4,204.00	\$ 6,634.50	\$ 4,905.00	\$ 369,011.50	2.7%
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,920.00	\$ 10,920.00	0.1%
MONTHLY TOTALS	\$ 1,287,724.58	\$ 1,397,527.23	\$ 1,597,038.31	\$ 1,364,921.15	\$ 1,413,531.98	\$ 1,273,068.95	\$ 1,204,827.07	\$ 1,570,160.43	\$ 1,236,991.27	\$ 1,406,799.43	\$ 13,752,590.40	100.0%

**RRVWSP Work Plan Update
November 3, 2025**

CONSTRUCTION

Pipeline Construction

Contract 5B

Pipe installation was completed in 2024, and field restoration was completed this year on the nine-mile contract.

The teams are currently working through negotiations on final contract price.

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, 4 and 5 have been approved, leaving the current contract price at \$47,619,339.79.

Contract 5C

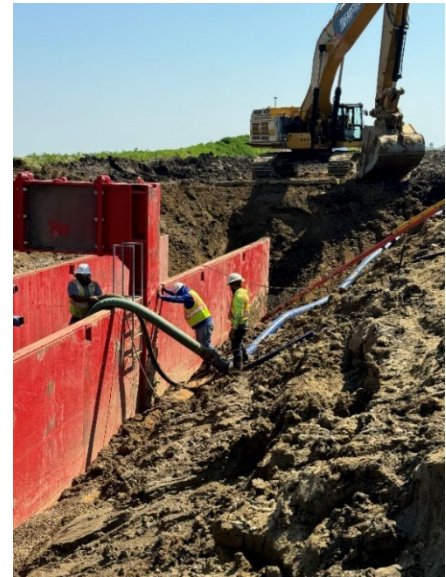
The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting.

As their install targets were not being met, a second pipe crew started on July 10, and as of September 15, four crews are on site. Thus far, 34,780 feet has been installed. Tunneling subcontractor, Minger Contracting, has finished the James River tunnel.

To date, \$49,857,174.08 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. Thus far, the contractor has installed 51,883 feet with one pipe crew.

To date, \$46,941,141.94 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. Thus far, the contractor has installed 11,655 feet of pipe.

To date, \$18,238,929.10 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 ENDAWS Contracts 1 and 2. Additional geotechnical data is underway.

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	



2023 to 2025 Biennium Work Plan

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

October 8, 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 GDCCD 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.		GDCCD				\$ 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

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

October 8, 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									
	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.												



2023 to 2025 Biennium Work Plan

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

October 8, 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	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24 Aug-25	Prof Svcs Prof Svcs				\$ 0.62	\$ 0.46	\$ 0.15			
	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.												
16.	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.	Aug-23	Prof Svcs				\$ 0.59	\$ 0.44	\$ 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.												
17.	McClusky Canal Hydraulic & Water Quality Investigation	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						
	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.												
18.	ENDAWS Facilities Site Development Contract 1	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						
	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.												
19.	ENDAWS BWTP Piloting and Treatability Study	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			
	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.												
20.	ENDAWS Facilities Supplemental Geotechnical Invest.	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						
	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.												
21.	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.												



2023 to 2025 Biennium Work Plan

October 8, 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%
22.	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.												
23.	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:

- 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.



2025 to 2027 Biennium Work Plan

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

October 8, 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.	TO 5662 Jul-25 Oct-25	TO 5562 Prof Srvs Const, 2028 Fin							\$ 6.24 \$ 64.26	\$ 4.68 \$ 48.20	\$ 1.56 \$ 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.	TO 5662 Jul-25 Oct-25	TO 5563 Prof Srvs Const, 2028 Fin							\$ 7.14 \$ 73.78	\$ 5.35 \$ 55.34	\$ 1.78 \$ 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. Pl section extends east from Ct 6C near Sutton to a termination point south of Cooperstown.	TO 5662 Jul-25 Dec-25	TO 5571 Prof Srvs Const, 2028 Fin							\$ 5.83 \$ 59.82	\$ 4.37 \$ 44.87	\$ 1.46 \$ 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.	TO 3310 Oct-25	Prof Srvs	\$ 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.	TO 2340 Jan-27	Prof Srvs				\$ 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)

October 8, 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.	TO 2660										
	Scope: Construction and construction phase services for initial project at greenfield site.		Apr-26	Prof Svcs							\$ 1.20	\$ 0.90	\$ 0.30
	Need: Prepare site and ready it for future construction of the biota water treatment plant.		Apr-26	Const							\$ 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.	TO 2360										
	Scope: Final design services and bidding assistance for second construction project at the facilities site.		Jan-26	Prof Svcs	\$ 2.00	\$ 1.50	\$ 0.50						
	Need: Complete specialty work ahead of the main biota water treatment plant construction.			Const									
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.	TO 3320										
	Scope: Final design services and bidding assistance for power, natural gas, water utility extensions to the new sites.		Jan-26	Prof Svcs	\$ 1.50	\$ 1.13	\$ 0.38						
	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.	TO 1630										
	Scope: Annual software license renewal for expanded team and consulting support for training and configuration services.		Sep-25	Prof Svcs				\$ 0.69	\$ 0.52	\$ 0.17			
	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.	TO 1610										
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion.		Oct-25	Prof Svcs				\$ 0.75	\$ 0.56	\$ 0.19			
	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.	TO 9610										
	Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.		Oct-25	Prof Svcs				\$ 2.00	\$ 1.50	\$ 0.50			
	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.	TO 1620										
	Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes.		Oct-25	Prof Svcs				\$ 1.50	\$ 1.13	\$ 0.38			
	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)

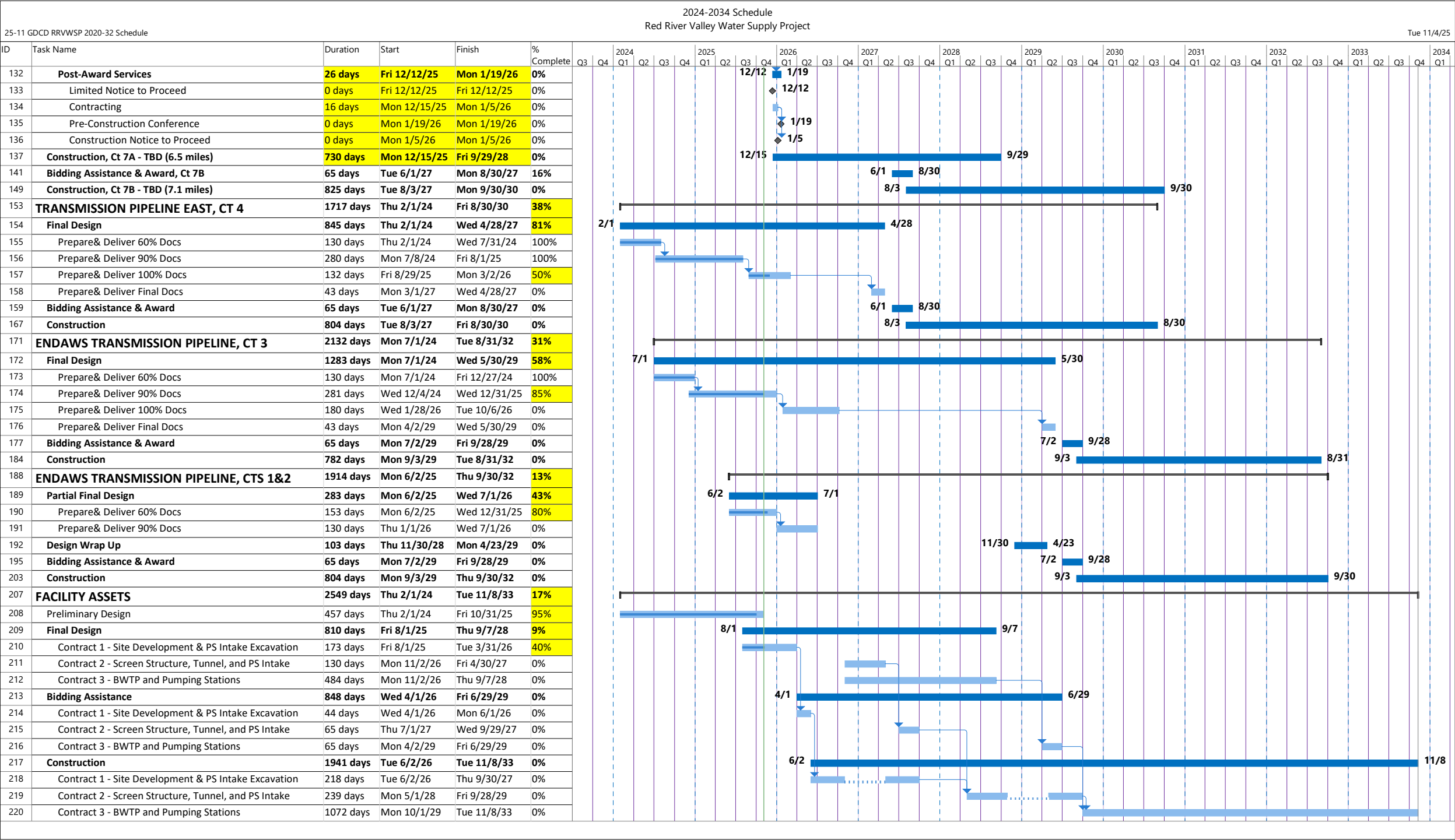
October 8, 2025

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.	TO 8610 Oct-25	Prof Svcs									
	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:

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.

Due 11/4/25



Memorandum

To: LAWA Board of Directors

From: Brent Bogar, Katie Schmidt

Date: 11/3/2025

Subject: Staffing Scenarios for LAWA – Informational Overview

Purpose

As part of the scope of work with my existing agreement, I have been working on a plan for staffing implementation options for the board to consider for the Lake Agassiz Water Authority (LAWA).

The initial goal of these staffing options is to:

- 1- Begin to transition LAWA into a more fully functional organization to support the growing demands associated with implementation of the Red River Valley Water Supply Project (RRVWSP).
- 2- Provide support to LAWA membership in representing their interests in the RRVWSP as the project progresses towards operational start-up and the associated on-going project administrative and management requirements.

This memorandum provides an informational overview of three staffing scenarios that have been developed working with others for your consideration. The goal is to support the Board in evaluating options that align with LAWA's operational needs, budgetary constraints, and long-term strategic goals.

Overview of Staffing Implementation Scenarios

1. Executive Assistant

Provides administrative support to the Board, including membership coordination, meeting coordination, documentation, and general office management.

2. Executive Director + Administrative Assistant

Includes a full-time Executive Director responsible for strategic leadership, financial oversight, and stakeholder engagement, supported by an Administrative Assistant.

3. Association Management Company (AMC)

Provides contracted services including governance, financial management, and operational support through a team of professionals.

Key Considerations

It is recognized with the options being considered that there are key differences in the near-term and long-term viability of each option. The below is meant to highlight a few of these differences and assist the board in determining which option is best suited to initially stand-up LAWA independent staffing and organization management.

Executive Assistant:

Estimated Cost:	\$62k-\$87k
Implementation Timeline:	6-8 weeks
Primary Level of Responsibility:	Administrative Support

Pros
• Fast Implementation • Lower Near-term Cost • Flexible role to support organizational needs • Potential to plan more methodically for long-term Executive Director role
Cons
• Delays on-boarding of strategic leadership at key implementation point in the RRVWSP • Requires more board engagement in daily activities for direction • Likely that outside contracted support will still be necessary for an interim period of time to support strategic and operational items

Executive Director + Administrative Assistant

Estimated Cost:	\$207K-\$320K
Implementation Timeline:	3-4 months
Primary Level of Responsibility:	Strategic leadership + Admin Support

Pros
• Begins process of orientation of strategic organizational leadership sooner • Potential to engage near-term in the development of foundational organizational issues including policy, management, and contractual relationships • Minimizes future organizational leadership transitions • Faster transition away from outside consulting support needs
Cons
• May be difficult to identify and attract job candidates with the right background, expertise, and skillset • Will require more near-term effort to attract and on-board appropriate candidates • Greater Near-Term Cost • Need for setting up organizational structure to handle payroll, benefits, etc. • Long-term responsibilities of the Executive Director may not be clearly defined at this time

Association Management Company (AMC)

Estimated Cost: \$96K–\$180K

Implementation Timeline: 2–6 weeks

Primary Level of Responsibility: Contracted Organizational Management

Pros
• Quickly scalable to organizational needs • Likely the fastest on-boarding of broad organizational support • Additional resources to support organization such as marketing, finances, etc. • More moderate near-term cost and effort to implement • Certain RRVWSP activities may be eligible for cost-share
Cons
• May be difficult to identify contract entity with the right background and experience • Future organizational leadership transition likely still required • May not be the sole focus of the contract entity

Risk and Benefit Summary

Each option presents unique risks and benefits. The Executive Assistant offers low cost but limited leadership. The Executive Director model provides strong continuity and control but at a higher cost. The AMC offers flexibility and speed but careful scoping of services to ensure goals are met will be important.

Next Steps

The Board is encouraged to review the supporting materials, which provide detailed comparisons, implementation milestones, risk assessments, and key performance indicators (KPIs) for each scenario. The Board will have time to discuss the options and ask for additional information with the intention of making a decision at the December board meeting.

LAWA Committee Recommendations

Technical Advisory Committee

3 individuals from Fargo, 2 Individuals from Grand Forks, 2 Board Members, 2 At Large

Fargo	Dan Portlock
Fargo	Troy Hall
Fargo	Michael Redlinger (Bruce Grubb designee)
Grand Forks	Al Grasser
Grand Forks	Todd Feland
Board Member	Ann Broussard
Board Member	Dave Carlsrud
At Large	Brent Brinkman
At Large	Marc Prichard

Financial Advisory Committee

3 individuals from Fargo, 2 Individuals from Grand Forks, 2 Board Members, 2 At Large

Fargo	Susan Thompson
Fargo	Jamie Bullock
Fargo	Wyatt Papenfuss
Grand Forks	Maureen Storstad
Grand Forks	Todd Feland
Board Member	Bernie Dardis
Board Member	Tom Erdmann
At Large	Gwen Crawford
At Large	Jeremy Schuler